DATE April 5, 2012

TO Honorable Mayor and Members of the City Council

FROM Lee Ann Dumbauld, City Manager

SUBJECT Notice of Regular City Council Meeting

The Regular City Council meeting will convene at 7:30 a.m. on Tuesday, April 10, 2012, in the Council Chambers at City Hall, 1625 13th Street, Lubbock, Texas.

The City Council will go into a closed Executive Session under Chapter 551 of the Texas Government Code to receive advice from legal counsel, to discuss matters of land acquisition, to discuss personnel matters, to discuss or take action on a "competitive matter" of the municipal electric utility as provided for under Section 551.086, or for other reasons permitted by law as specifically listed on this agenda. If necessary, the City Council may go into a closed session as permitted by law regarding any item on this agenda. The Regular City Council meeting will reconvene after the Executive Session.

To facilitate flow of the Council meeting and to provide accurate and timely response to Council concerns, please contact me or department heads in advance of the meeting if you have specific questions of facts on any of the items on the agenda. This will allow appropriate staff to research and respond and, if necessary, be present at the meeting.


city of
lubbock
TEXAS

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, April 10, 2012

Tom Martin, Mayor
Floyd Price, Mayor Pro Tem, District 2
Victor Hernandez, Councilman, District 1
Todd R. Klein, Councilman, District 3
Paul R. Beane, Councilman, District 4
Karen Gibson, Councilwoman, District 5
Jim Gilbreath, Councilman, District 6

Lee Ann Dumbauld, City Manager
Sam Medina, 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 775-2025 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.

7:30 a.m. -- City Council Convenes in Council Chambers

1. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

1. 1. Junior Gonzales will appear before the City Council to discuss Single-Family District Zoning.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Atmos Statement of Intent filed by Atmos Energy Corporation to Increase Gas Utility Rates within the Incorporated Areas Served by the Atmos Energy Corporation, West Texas Division and Atmos Shared Services Depreciation filling with the Railroad Commission, Docket No. GUD 10147.

2. 1. 2. Case No. 71 193 Y 00084 08 HealthSmart Holdings, Inc., Formerly The Parker Group, ICON Benefit Administrators II, L.P., HealthSmart Preferred Care II, L.P., and HealthSmart Benefit Solutions, Inc., Formerly American Administrative Group, Inc., v. City of Lubbock, Texas v. Q Elements, LTD., And its General Partner Q-Elements Management Services, LLC; HealthSmart Information Systems, Inc., Formerly CareVu Corporation, Care ARC Texas, L.P. Formerly Care ATC Texas Corp. And its General

Partner Parker Group GP, LLC. HealthSmart Holdings, Inc., d/b/a Free First Healthcare Clinics, Parker GP, LLC as general partner of ICON Benefit Administrators, II, L.P., HealthSmart Preferred Care II, L.P., and its General Partner Parker GP, LLC

2. 1. 3. Cause No. 141 241783 09; Ted Parker v. City of Lubbock; In the 141st District Court of Tarrant County, Texas

2. 1. 4. Cause No. D-1GN-11-001866; Travis County – ICON Benefit Administrators II, L.P. v. Greg Abbott, City of Lubbock vs Lubbock Avalanche Journal, Intervenor

2. 1. 5. No 2007-540,024 ICON Benefit Administrators II, L.P., and American Administrative Group, Inc., in the 72nd District Court of Lubbock County, Texas

2. 1. 6. No. 2007-538,383 City of Lubbock, Texas v. The Parker Group, Inc., d/b/a TPG The Parker Group, ICON Benefit Administrators II, L.P.; American Administrative Group, Inc., and HealthSmart Preferred Care, II, L.P., in the 72nd District Court of Lubbock County, Texas

2. 1. 7. CC-08-01067-B ICON Benefit Administrators II, L.P., and American Administrative Group, Inc. v. Joella Mullin, Stanley Self, Andrea Davenport, Lee Ann Dumbauld, Scott Snider, Leisa Hutcheson, and Unknown Others in the County Court at Law No. 2 of Dallas County, Texas

2. 1. 8. Omni Center

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

2. 2. 1. Public Health

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

2. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing

2. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies

2. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies

2. 5. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Electric Utility - Cause No. 2012-501169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock).

3. **Proclamations and Presentations**

3. 1. Invocation by Dr. Jeffrey Vayda, Gloria Dei Lutheran Church

3. 2. Pledges of Allegiance

3. 3. Presentation of a special recognition commemorating April as Fair Housing Month and April 8 - 14, 2012, as Community Development Week

3. 4. Presentation of a special recognition commemorating April 15 - 22, 2012, as the annual National Days of Remembrance for Victims of the Holocaust

3. 5. Presentation of special recognition commemorating the week of April 8 - 14, 2012, as National Public Safety Telecommunications Week

3. 6. Presentation of a special recognition commemorating April 2012 as National Donate Life Month

3. 7. Board Recognitions:

Community Development and Services Board
Linda Carpenter

4. **Minutes**

4. 1. March 6, 2012, Regular City Council Meeting
March 19, 2012, Special City Council Meeting
March 20, 2012, Special City Council Meeting (Downtown Redevelopment Press Conference)
March 20, 2012, Special City Council Meeting (Joint Jurisdictional Workshop)
March 22, 2012, Special 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. Page 27 **Budget Ordinance Amendment 2nd Reading - Finance**: Ordinance 2012-O0028 Consider Budget Ordinance Amendment 12 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant, Grant No. 82048; accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5308 - Clean Fuels Grant, Grant No. 88027; respecting the Donations Fund to accept and appropriate funding from Atmos Energy for the Atmos Energy Conservation Customer Value Plan; respecting the FY 2011-12 Master Lease; respecting the Lubbock Power & Light (LP&L) Capital Program to establish Capital Improvement Project No. 92282, Downtown Redevelopment Underground; and respecting the LP&L Operating Fund to increase transfers to the Capital Project Fund and increase utilization of net assets.

5. 1. 2. **Contract Resolution - Citibus** : Consider a resolution authorizing the City Director of Fiscal Policy to execute an FTA FY 2011 Section 5308 Clean Fuels Grant for hybrid-electirc buses.

5. 2. Page 51 **Budget Ordinance Amendment 1st Reading - Finance**: Consider Budget Ordinance Amendment 13 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant No. 82047; accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) - PPCPS/Hazards Grant, Grant No. 81086; respecting the Capital Program to amend Amend Capital Improvement Project (CIP) No. 92156, Indiana Avenue – 103rd Street to FM 1585, and CIP No. 92215, Slide Road from Marshall to US HWY 84; respecting the LP&L Capital Project Fund to amend LP&L CIP No. 92197, Tie Line Transformer Replacement; and respecting the LP&L Operating Fund by increasing the transfer to the Capital Project Fund.

5. 3. Page 59 **Budget Ordinance Amendment 1st Reading - Finance**: Consider Budget Ordinance Amendment 14 amending the Adopted FY 2011-12 Budget respecting the Capital Program to amend Capital Improvement Project No. 92217.

5. 4. Page 65 **Ordinance 2nd Reading – Right-of-Way**: Ordinance 2012-O0029 Consider an ordinance abandoning and closing a five-foot LP&L underground utility easement, located in Lot 534, North Pointe Addition, 4934 Marshall Street.

5. 5. Page 69 **Ordinance 2nd Reading – Right-of-Way**: Ordinance 2012-O0030 Consider an ordinance abandoning and closing a 52-foot drainage easement in Section 289, Block AK, Bacon Crest Addition, 75th Place and Ironton Avenue.

5. 6. Page 73 **Ordinance 2nd Reading – Right-of-Way**: Ordinance 2012-O0031 Consider an ordinance abandoning and closing an underground utility easement, located in Tract A, Cuevas Family Partnership Addition, 6401 Frankford Avenue.

5. 7. Page 77 **Contract Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute unit price Contract 10521 with Allen Butler Construction, Inc., for construction of Frankford Avenue from 98th Street to 114th Street, BID 12-10521-DT.

5. 8. Page 92 **Contract Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Contract 10730 with Parkhill, Smith & Cooper, Inc., for construction phase services for the Northwest Lubbock Drainage Improvements Project.

5. 9. Page 140 **Contract Resolution- Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10729 with Cingular Wireless PCS, LLC, for the lease of space on the City's elevated water storage tank located at 74th Street and Genoa Avenue.

5. 10. Page 163 **Contract Resolution - Public Works Water Utility**: Consider a resolution authorizing the Mayor to execute Contract 10731 with Big Country Electric Cooperative, Inc., for electricity at the Lake Alan Henry Pump Station.

5. 11. Page 182 **Ordinance 2nd Reading – Public Works Traffic Engineering**: Ordinance 2012-O0032 Consider an ordinance amending Chapter 20, Traffic, of the Lubbock Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing an effective date.

5. 12. Page 266 **Contract Resolution - Public Works Traffic Engineering**: Consider a resolution authorizing the Mayor to execute Contract 10382 with Aegis ITS, Inc., for an advanced traffic management system (ATMS) and controller software, RFP 12-10382-RH.

5. 13. Page 284 **Contract Resolution - Public Works - Traffic Engineering**: Consider a resolution authorizing the Mayor to execute purchase order Contract 93000021 with Twincrest Technologies Corporation for 5.8 GHz Ethernet radios.

5. 14. Page 290 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 22101380 with Godwin Pumps of America for a trailer mounted diesel suction and discharge trash pump.

5. 15. Page 295 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31009596 with Associated Supply Company, Inc., for four two-axle loader/backhoe transport trailers, BID 12-10511-CI.

5. 16. Page 301 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 10005092 with Altec Industries, Inc., for a telescopic articulating aerial truck with utility bed.

5. 17. Page 314 **Contract Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order Contract 31009809 with Scoggin-Dickey Chevrolet-Buick for light duty vehicles and Sports Utility Vehicle's (SUV), BID 12-10601-CI.

5. 18. Page 335 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31009815 with Forman's Pick Up Pals for light duty vehicles, BID 12-10601-CI.

5. 19. Page 353 **Contract Resolution - Geographic Information System**: Consider a resolution authorizing the Mayor to execute purchase order Contract 10005219 with Computer & Peripherals Group, Inc., d/b/a Source Graphics, for a wide format copier/scanner, RFP 12-10496-DT.

5. 20. Page 360 **Ordinance 2nd Reading - Planning**: Ordinance 2012-O0023 Zone Case 3159 (2001 60th Street): Consider request of Cori Davis (for Across the Street Ministries) for a zoning change from R-1 (Single-Family District) to A-2 (High-Density Apartment District) limited to church and church related uses on Lot 1, Block 5, Vandelia Village Addition.

5. 21. Page 382 **Ordinance 2nd Reading – Planning**: Ordinance 2012-O0024 Zone Case 1845-J (4819 Utica Avenue): Consider a request of Billy Rizzo (for Enterprise Rent-A-Car) for a zoning change from C-2 (Local Retail District) to C-4 (Commercial District) limited to automobile rentals and all C-2 permitted uses on parts of Tracts A and B, Gordon Heights Addition.

5. 22. Page 395 **Ordinance 2nd Reading - Planning**: Ordinance 2012-O0025 Zone Case 3065-C (6914 82nd Street): Consider request of David Bloodworth for a zoning change from C-3 (General Retail District) to C-3 Specific Use for a veterinary clinic or hospital and all permitted C-3 uses on 1.032 acres of unplatted land out of Block AK, Section 30.

5. 23. Page 402 **Contract Resolution - City Manager**: Consider a resolution authorizing the Mayor to execute an agreement terminating the Land Acquisition and Management Agreement between the City of Lubbock and Science Spectrum, dated February 28, 1991, and an amendment to the Agreement dated December 8, 2003.

5. 24. Page 406 **Contract Resolution - City Manager**: Consider a resolution authorizing the Mayor to execute a Deed Without Warranty transferring the portion of the Science Spectrum property owned by the City of Lubbock to the Science Spectrum, a non-profit 501(c)3 corporation.

5. 25. Page 413 **Ordinance 2nd Reading - Lubbock Power & Light**: Ordinance 2012-O0026 Consider an ordinance amending Chapter 2, Article 2.03, Division 12, of the City of Lubbock Code of Ordinances relating to the authority, duties, and responsibilities of the Electric Utility Board and the disbursement of net revenues of Lubbock Power & Light.

5. 26. Page 419 **Ordinance 2nd Reading - Lubbock Power & Light**: Ordinance 2012-O0027 Consider an ordinance amending Chapter 22, Article 22.02, to relating to the electric utilities division of the City, reflecting related changes in federal and state law and the City Charter, and other changes as recommended by the Electric Utility Board (EUB).

6. **Regular Agenda**

6. 1. Page 431 **Contract Resolution - Radio Shop**: Consider a resolution authorizing the Mayor to execute job order Contract 12-10553-JOC with Minnix Commercial Partners, LTD, for the installation of a security fence around the west radio tower.

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

7. 1. Budget discussion identifying core services and prioritization of the FY 2012-13 Operating Budget and Capital Program, Lee Ann Dumbauld, City Manager

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 6, 2012
7:30 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 6th of March, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 7:30 a. m.

7:31 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Tom Martin; Mayor Pro Tem Floyd Price; Council Member Paul R. Beane; Council Member Karen Gibson; Council Member Jim Gilbreath; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Citizen Comments (1.1-1.3); Sign-ups (1.4); Executive Session; 3.1-3.5; 5.5-5.7; 5.14-5.16; 5.19-5.22; 4.1; 5.1-5.4; 5.8-5.13; 5.17-5.18; 6.1-6.6; and Executive Session.*
- *Item 7.1 was deleted.*

1. Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.

1. 1. Scott Stephenson will appear before the City Council to discuss Knox Box requirements.

Scott Stephenson appeared before Council to discuss Knox Box requirements.

Mike Kemp, Fire Chief; and Garett Nelson, Fire Marshal, gave comments and answered questions from Council.

1. 2. Maurice Stanley will appear before the City Council to discuss evening meetings.

Maurice Stanley appeared before Council to speak in favor of night meetings.

1. 3. Kay Rudd will appear before the City Council to discuss service from Lubbock Power & Light.

Kay Rudd did not appear.

1. 4. Citizen Comments (sign-ups):

Lile Quirino, Brittney Bennett, Larry Simmons, and Darrell Vines appeared before the City Council to speak in favor of evening meetings.

2. Executive Session

The meeting was called into a closed public session at 8:04 a.m. under the provisions of Section 552, Texas Government Code. The meeting was called back into open session at 10:00 a.m.

Council recessed into Executive Session again at 11:47 a.m. and reconvened in open session at 12:52 p.m.

2. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Atmos Gas Utility

2. 1. 2. Health Benefits: In the matter of arbitration between the City of Lubbock and HealthSmart Holdings, Inc., et al Case No.71-193-Y-00084-08

2. 1. 3. Cause No. 2007-538,383; City of Lubbock v. The Parker Group, Inc., et al; 72nd District Court; Lubbock County, Texas
Cause No. 2007-540,024; In Re: Icon Benefit Administrators, II, L.P. and AAG, Inc., 72nd District Court; Lubbock County, Texas

2. 1. 4. Cause No. 2011-559,814; City of Lubbock v. Christopher Hennsley; 72nd District Court; Lubbock County, Texas

2. 1. 5. Appaloosa Development, LP and Lubbock Water Rampage, LLC v. City of Lubbock; Cause No. 2011-559,102; 99th District Court; Lubbock County, Texas

2. 1. 6. Airport: Contract 10686 with Four Sevens Exploration Company, LTD

2. 1. 7. Hancock Land Application Site - Potential Contract

2. 1. 8. Public Works - Wastewater: Contract 10684 with Four Sevens Exploration Company, LTD

2. 1. 9. Solid Waste: Contract 10685 with Four Sevens Exploration Company, LTD

2. 1. 10. Electric Utility Board - Appointments

2. 1. 11. Water Rights in Real Property Transactions

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

2. 2. 1. Airport: Contract 10686 with Four Sevens Exploration Company, LTD

2. 2. 2. Public Works - Wastewater: Contract 10684 with Four Sevens Exploration Company, LTD

2. 2. 3. Solid Waste: Contract 10685 with Four Sevens Exploration Company, LTD

2. 2. 4. Hancock Land Application Site - Potential Contract

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

2. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing

2. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies

2. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies

2. 5. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Electric Utility - demand by Republic Power against WTMPA and the City of Lubbock).

2. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, North Overton Tax Increment Finance Reinvestment Zone Board, Urban Design and Historic Preservation Commission, and Urban Renewal and Neighborhood Redevelopment Commission.

3. Proclamations and Presentations

3. 1. Invocation by Pastor Ryan Smallwood, Aldersgate United Methodist Church

Pastor Ryan Smallwood, Aldersgate United Methodist Church, led the invocation.

3. 2. Pledges of Allegiance

Pledges of allegiance were given by those in City Council Chambers to the United States flag and the Texas flag.

3. 3. Presentation of a special recognition commemorating March 2012 as Women Veterans Month

Mayor Martin presented special recognition commemorating March 2012 as Women Veterans Month. Tammy Figueroa, Grace After Fire Outreach Coordinator for the Central Region, gave thanks to the citizens Lubbock for supporting all veterans.

3. 4. Presentation of a special recognition commemorating March 2012 as Red Cross Month

Mayor Martin presented special recognition commemorating March 2012 as Red Cross Month. Bill Curnow, Board Chair; Molly Mabery, Volunteer Specialist; and Shannon Swatzell, Executive Director, appeared to accept the recognition. Mr. Curnow gave comments on the importance of the Red Cross in aiding and assisting those in need.

3. 5. Presentation of a special recognition to City of Lubbock employee, Jesse Flores, for earning the Field Excellence Award at the Texas Public Works Association Conference

Mayor Martin presented special recognition to City of Lubbock employee, Jesse Flores, Construction and Maintenance Leader, for earing the Field of Excellence Award at the Texas Public Works Association Conference.

4. Minutes

4. 1. February 9, 2012, Regular City Council Meeting
February 14, 2012, Special City Council Meeting

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Karen Gibson to approve the February 9, 2012 Regular City Council minutes and the February 14, 2012 Special City Council 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 Jim Gilbreath, seconded by Council Member Paul R. Beane to approve items 5.5-5.7; 5.14-5.16; and 5.19-5.22.

Vote: 7 - 0 Motion carried

5. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance 2012-O0016, Amendment 11, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for a Section 5304 Grant, Grant No. 88024; accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant No. 82047; respecting the Capital Program to amend Capital Improvement Project (CIP) No. 92171, "Lake Alan Henry Water Treatment Plant and Terminal Reservoir;" amend CIP No. 92069, "Lake Alan Henry Raw Water Line/Pump Stations;" and amend CIP No. 91003, "Bailey County Wellfield Improvements."

Marsha Reed, Chief Operating Officer; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Ordinance No. 2012-O0016.

Vote: 7 - 0 Motion carried

5. 1. 1. **Contract Resolution - Citibus** : Resolution No. 2012-R0097 authorizing the Mayor to execute Contract 51205F7118, a Section 5304 Grant, with TxDOT for regionally coordinated transportation planning in the South Plains Region.

Marsha Reed, Chief Operating Officer; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0097.

Vote: 7 - 0 Motion carried

5. 1. 2. **Contract Resolution - Community Development** : Resolution No. 2012-R0098 authorizing the Mayor to execute Contract 61120001291 with TDHCA for the CSBG to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Marsha Reed, Chief Operating Officer; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0098.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 2. **Ordinance 1st and Only Reading - Finance** : Ordinance No. 2012-O0019 providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2012, in an amount not to exceed $81,000,000; levying a tax and pledging surplus Waterworks System revenues in payment thereof; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Andy Burcham, Chief Financial Officer; and Randy Truesdell, Director of Parks and Recreation, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0019.

Vote: 7 - 0 Motion carried

5. 3. **Ordinance 1st and Only Reading - Finance** : Ordinance No. 2012-O0020 providing for the issuance of City of Lubbock, Texas, General Obligation Bonds, Series 2012, in an amount not to exceed $14,000,000; levying a tax in payment thereof; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Andy Burcham, Chief Financial Officer, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0020.

Vote: 7 - 0 Motion carried

5. 4. **Ordinance 1st and Only Reading - Finance** : Ordinance No. 2012-O0021 providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2012, in an amount not to exceed $45,000,000; levying a tax in payment thereof; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

Andy Burcham, Chief Financial Officer, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0021.

Vote: 7 - 0 Motion carried

5. 5. **Statement of Intent Resolution - Finance** : Resolution No. 2012-R0089 suspending the effective date for 90 days in connection with the rate increase filing of Atmos Energy Corporation on February 7, 2012; requiring the reimbursement of municipal rate case expenses; authorizing participation in related rate proceedings; authorizing the retention of special counsel; and declaring an effective date.

5. 6. **Contract Resolution - Finance** : Resolution No. 2012-R0090 authorizing the Mayor to execute a tax abatement agreement with Red River Commodities, Inc., dba SunGold Foods, Inc. (Red River).

5. 7. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0018 abandoning and closing two LP&L underground utility easements, a portion of an underground utility easement, and an LP&L electrical transmission line manhole easement located in Fiesta Autoland Addition, 4801 South Loop 289.

5. 8. **Contract Resolution - Right-of-Way** : Resolution No. 2012-R0099 authorizing the Mayor to execute Contract 10687 with South Plains Archery Club for the lease of 156 pasture acres of City-owned property for a nonprofit 3-D Archery Club, 5905 FM 835 County Road 3000.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0099.

Vote: 6 - 1 Motion carried

NAY: Council Member Paul R. Beane

5. 9. **Contract Resolution - Public Works Water Utility** : Resolution 2012-R0100 authorizing the Mayor to execute Contract 10503 with South Plains Communications for a data radio system for the Lake Alan Henry Treated Water Pipeline, RFP 12-10503-RH.

Marsha Reed, Chief Operating Officer; and Jay Jenkins, with South Plains Communications, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0100.

Vote: 7 - 0 Motion carried

5. 10. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0101 authorizing the Mayor to execute unit price Contract 10284 with Utility Contractors of America, Inc., for the Northwest Lubbock Drainage Improvements Project Phase 1, RFP 12-10284-MA.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0101.

Vote: 7 - 0 Motion carried

5. 11. **Contract Resolution - Public Works Engineering** : Resolution No. 2012-R0102 authorizing the Mayor to execute Contract 10684 with Four Sevens Exploration Company, LTD, for the lease of City owned mineral rights in Lubbock County, Texas.

Zach Brady, attorney with ZS Brady & Co., gave comments and answered questions from Council.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0102.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 12. **Contract Resolution - Airport** : Resolution No. 2012-R0103 authorizing the Mayor to execute Contract 10686 with Four Sevens Exploration Company, LTD, for the lease of City owned mineral rights in Lubbock County, Texas.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gilbreath to approve Resolution No. 2012-R0103.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 13. **Contract Resolution - Solid Waste** : Resolution No. 2012-R0104 authorizing the Mayor to execute Contract 10685 with Four Sevens Exploration Company, LTD, for the lease of City owned mineral rights in Lubbock County, Texas.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0104.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 14. **Contract Resolution - Parks and Recreation:** Resolution No. 2012-R0091 authorizing the Mayor to execute Contract 10515 with Circle R Lawn and Sprinkler Company for granular fertilization of various parkland properties, BID-12-10515-CI.

5. 15. **Contract Resolution - Civic Center** : Resolution No. 2012-R0092 authorizing the Mayor to execute lump sum price Contract 10495 with CS Advantage USAA, Inc., for replacement of the Lubbock Memorial Civic Center Physical Plant Roof, Bid 12-10495-CI.

5. 16. **Contract Resolution - Information Technology** : Resolution No. 2012-R0093 authorizing the Mayor to execute purchase order Contract 10004862 with Dell Marketing, LP, for rugged laptops and mounting hardware for the Lubbock Fire Department.

5. 17. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0105 authorizing the Mayor to execute purchase order Contract 10004866 with Scoggin-Dickey Chevrolet-Buick for 11 police sedans, BID 12-10512-CI.

Roger Ellis, Chief of Police, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0105.

Vote: 7 - 0 Motion carried

5. 18. **Contract Resolution - Community Development** : Resolution No. 2012-R0106 authorizing the Mayor to execute a Community Development Funding Contract 10689 with the South Plains Association of Governments (SPAG) to conduct information and referral services for Lubbock County residents and to produce and update the Information and Referral Guide through the Community Service Block Grant (CSBG) for the 2-1-1 Information and Referral Program.

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0106.

Vote: 7 - 0 Motion carried

5. 19. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0017 prohibiting the use of intermodal shipping containers (sea containers) as components for primary and accessory structures in R-1 (Single-Family District) and R-2 (Two-Family District).

5. 20. **Contract Resolution - Police** : Resolution No. 2012-R0094 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with the Texas Department of Public Safety (DPS) for access to the DPS Mobile Identification System and the Federal Bureau of Investigation's (FBI) Rapid Search of the Repository for Individuals of Special Concern.

5. 21. **Contract Resolution - Police** : Resolution No. 2012-R0095 authorizing the Mayor to execute Contract 10681 with the Texas Department of Public Safety (DPS) for the submission of electronically reportable arrests and fingerprints using the LiveScan Fingerprinting System.

5. 22. **Contract Resolution - Police** : Resolution No. 2012-R0096 authorizing the Mayor to execute Contract 10682 with the Lubbock County Juvenile Justice Center for submission of electronically reportable arrest and fingerprints to the Texas Department of Public Safety for the LiveScan Fingerprinting System.

6. **Regular Agenda**

6. 1. **Variance Resolution - Planning** : Resolution No. 2012-R0107 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2701 26th Street for Capital Pizza Restaurant, a business requesting an on premise alcoholic beverage permit.

Randy Henson, Planning Director, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Jim Gilbreath to approve Resolution No. 2012-R0107.

Vote: 6 - 1 Motion carried

NAY: Council Member Paul R. Beane

6. 2. **Contract Resolution - Community Development** : Resolution No. 2012-R0108 authorizing the Mayor to execute a Community Development Funding Contract 10691 with Catholic Charities, Diocese of Lubbock (CCDL) to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program (PEP).

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0108.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 3. **Ordinance Amendment 1st Reading – City Council** : Ordinance No. 2012-O0022 amending Chapter 22 of the City of Lubbock Code of Ordinances with regard to the Drought and Emergency Contingency Plan.

Motion by Council Member Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0022.

Vote: 7 - 0 Motion carried

6. 4. **Resolution - City Council** : Resolution No. 2012-R0109 amending certain policies and procedures, as set forth in the City of Lubbock Council Rules, Order of Business, and Procedures manual, respecting evening City Council meetings.

Todd Klein, Council Member, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution No. 2012-R0109.

Vote: 7 - 0 Motion carried

6. 5. **Resolution - City Council** : Consider a resolution directing the Lubbock Board of Health to continue communication with representatives of University Medical Center, Covenant Health System, Lubbock County, Texas, and other public or private entities to explore the feasibility of a City/County Health Department; and consider health issues related to the City.

This item failed.

Victor Hernandez, Council Member, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve.

Vote: 3 - 4 Failed

NAY: Mayor Tom Martin
Council Member Paul R. Beane
Council Member Karen Gibson
Council Member Jim Gilbreath

6. 6. **Board Appointments - City Secretary** : Consider three appointments to the North Overton Tax Increment Finance Reinvestment Zone Board, one appointment to the Urban Design and Historic Preservation Commission, three appointments to the Urban Renewal and Neighborhood Redevelopment Commission, and ten appointments to the Community Development and Services Board.

Motion by Council Member Todd R. Klein, secondd by Mayor Pro Tem Floyd Price, to make the following appointments and reappointments:

Community Development & Services Board: appoint Roger Karr, Public Sector; Brice Foster, District 3; and Linda Carpenter, District 6; and reappoint Don Boatman, District 5; William Curnow, Public Sector; Nettie Edwards, Public Sector; Joe Phea, District 2; and Greg Ricks, District 2.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, secondd by Mayor Pro Tem Floyd Price, to make the following appointments and reappointments:

North Overton TIF Reinvestment Board of Directors: appoint Kent Moore; and reappoint Jack Driskill and Patrick Murfee.

Urban Design & Historic Preservation Commission: appoint Jeanette Nathan.

Urban Renewal & Neighborhood Redevelopment Commission: reappoint Gary Ferguson, R.J. Givens, and Sheri Nugent.

Vote: 7 - 0 Motion carried

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

7. 1. Budget discussion identifying core services and prioritization of the FY 2012-13 Operating Budget and Capital Program, Lee Ann Dumbauld, City Manager

This item was deleted.

12:52 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Council Member Jim Gilbreath adjourned the meeting.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 19, 2012
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 19th of March, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 8:00 a.m.

8:03 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Tom Martin; Mayor Pro Tem Floyd Price; Council Member Paul R. Beane; Council Member Jim Gilbreath; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Karen Gibson

8:03 A.M. COUNCIL RECESSED INTO EXECUTIVE SESSION

1. Executive Session

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Health Benefits: In the matter of arbitration between the City of Lubbock and HealthSmart Holdings, Inc., et al Case No.71-193-Y-00084-08

9:09 A.M. COUNCIL RECONVENED INTO OPEN SESSION

9:09 A.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Council Member Paul R. Beane adjourned the meeting.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 20, 2012
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of March, 2012, at the Pioneer Condos, 1202 Broadway, Lubbock, Texas at 10:00 a. m.

10:00 A.M. CITY COUNCIL CONVENED
Pioneer Condos, 1202 Broadway, Lubbock, Texas

Present: Mayor Tom Martin; Mayor Pro Tem Floyd Price; Council Member Paul R. Beane; Council Member Karen Gibson; Council Member Jim Gilbreath; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

1. Regular Agenda

1. Welcome and Introductions

Robert Taylor, Chairman of the Central Business District Tax Increment Financing (TIF) Reinvestment Zone Board of Directors, gave welcome remarks and introduced the Council Members, County Commissioners, and Board Members in attendance.

2. Speakers

Mayor Tom Martin, City of Lubbock; Jim Brunjes, Vice Chancellor and Chief Financial Officer, Texas Tech University; and Delbert McDougal, McDougal Companies, gave comments on the Downtown Redevelopment.

3. Reception

Refreshments were provided by United Supermarkets.

10:50 A.M. CITY COUNCIL ADJOURNED

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

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 20, 2012
1:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 20th of March, 2012, at the Civic Center - Terrace Suite, 1501 Mac Davis Lane, Lubbock, Texas at 1:30 p. m.

1:30 P.M. CITY COUNCIL CONVENED
Civic Center - Terrace Suite, 1501 Mac Davis Lane, Lubbock, Texas

Present: Mayor Pro Tem Floyd Price; Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney John Grace

Absent: Mayor Tom Martin; Council Member Paul R. Beane; Council Member Jim Gilbreath

1. Regular Agenda

1. 1. Pledge of Allegiance and Invocation by Tom Head

Tom Head, County Judge, led the Pledge of Allegiance and the Invocation.

1. 2. Discuss the Feasibility of a City County Health Department

Bridget Faulkenberry, Health Director; and Beckie Brawley, Communicable Disease Manager, gave a presentation on Public Health Services, gave comments, and answered questions. Frances Magallanes, Performance Director/Director of Nursing with the Community Health Center of Lubbock, also gave comments and answered questions.

Lubbock County Commissioners Judge Tom Head, Patti Jones, Bill McKay, Gilbert Flores, and Mark Heinrich, were all present and participated in the meeting discussions.

A sub-committee, of those present, was formed. Serving on the sub-committee will be: Judge Tom Head; Commissioner Bill McKay; Council Members Floyd Price, Karen Gibson, and Victor Hernandez; Dr. Ragain, University Medical Center Medical Director; and staff.

A sub-committee meeting was called for 2:00 p.m. on April 19, 2012, in Judge Head's Conference Room.

2:45 P.M. CITY COUNCIL ADJOURNED

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

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 22, 2012
6:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 22nd of March, 2012, at The Legacy Event Center, 1500 14th Street, Lubbock, Texas at 6:30 p. m.

6:30 P.M. CITY COUNCIL CONVENED
The Legacy Event Center, 1500 14th Street, Lubbock, Texas

Present: Mayor Tom Martin; Mayor Pro Tem Floyd Price; Council Member Karen Gibson; Council Member Todd R. Klein; Assistant City Manager Quincy White; City Secretary Rebecca Garza; Assistant City Attorney John Grace

Absent: Council Member Paul R. Beane; Council Member Jim Gilbreath; Council Member Victor Hernandez

1. Regular Agenda

1. 1. Call to Order

Irene Mason, TML Region 3 President, called the meeting to order.

1. 2. Invocation

Mayor Pro Tem Floyd Price, City of Lubbock, led the invocation.

1. 3. Roll Call

Lottie Spencer, TML Region 3 Secretary, led the roll call.

1. 4. Dinner

1. 5. Host City Presentation

Mayor Tom Martin, City of Lubbock, led the Host City Presentation. Mayor Martin recognized the Mayor of Plainview, John C. Anderson; and the Mayor of Levelland, R.L. "Bo" Bowman. Mayor Martin also mentioned possible Legislative issues for 2013.

1. 6. Program

Randy Anderson, Co Founder e3 Professional Trainers, led the program.

7:57 P.M. Council Member Todd R. Klein left the meeting.

1. 7. New Business from Irene Mason, TML Region 3 President, to include:

Select volunteers to serve on Nomination Committee to elect a candidate to serve as Region 3 Secretary and Region 3 Regional Director for next year.

This item was deleted.

1. 8. Announcements by Elena Quintanilla, R.S. Director, to include:

- 2012 Regional Meetings
- Computerized Criminal History Reporting (CCH Reporting)
- Upcoming TML Region 3 Quarterly Meeting

This item was deleted.

1. 9. Adjourn

7:57 P.M. CITY COUNCIL ADJOURNED

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

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

Regular City Council Meeting **5. 1.**

Meeting Date: 04/10/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Ordinance 2012-O0028 Consider Budget Ordinance Amendment 12 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant, Grant No. 82048; accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5308 - Clean Fuels Grant, Grant No. 88027; respecting the Donations Fund to accept and appropriate funding from Atmos Energy for the Atmos Energy Conservation Customer Value Plan; respecting the FY 2011-12 Master Lease; respecting the Lubbock Power & Light (LP&L) Capital Program to establish Capital Improvement Project No. 92282, Downtown Redevelopment Underground; and respecting the LP&L Operating Fund to increase transfers to the Capital Project Fund and increase utilization of net assets.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $1,116,902 from TDHCA for the CEAP Grant. The grant funds programs to assist low-income families and individuals with energy assistance and efficiency.

II. Accept and appropriate $2 million from the FTA for the Section 5308 Clean Fuels Grant. The grant provides funding for three hybrid-electric buses and partial funding for a fourth hybrid-electric bus to replace four 1996 NovaBus RTS buses that have exceeded their useful life. The grant assists recipients finance eligible projects such as purchasing or leasing clean fuel bus facilities or electrical recharging facilities and related equipment or projects relating to clean fuel, biodiesel, hybrid electric, or zero emissions technology buses. Transportation Development Credits of $200,000 will be used for the local match.

A companion item on today's City Council agenda is Item 5.1.2:

Item 5.1.2:
Contract Resolution - Citibus: Consider a resolution authorizing the City's Director of Fiscal Policy to execute a FTA FY 2011 Section 5308 Clean Fuels Grant for hybrid-electric buses.

III. Accept and appropriate $100,000 from Atmos Energy as a donation for the Atmos Energy Conservation Customer Value Plan.

IV. Amend the Master Lease as approved on September 8, 2011, Ordinance 2011-O0080, by adding a $60,000 tapping/insert-A-valve machine. The Pipeline Maintenance Department uses the machine to tap into water pipelines for new water service and to repair leaks throughout the municipal water system while keeping the amount of time and water loss to a minimum. The existing tapping machine is 20 years old and does not have an insert-A-valve capability. The City currently contracts this service with outside vendors at a rate of $1,000 per inch.

V. Amend the LP&L Capital Project Fund by establishing Capital Improvement Project No. 92282, Downtown Redevelopment Underground, and appropriate $425,000 for the purpose of placing electric lines underground in Phase I of the Downtown Redevelopment Project.

VI. Amend the LP&L Operating Fund by increasing the transfer to the Capital Project Fund by $425,000 and utilizing net assets by the same amount.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Items I-IV: Cheryl Brock, Director of Fiscal Policy

Items V and VI: Electric Utility Board

Attachments

Ordinance - Budget Amendment 12

Grant Detail - CEAP

Resolution & Contract - FTA Section 5308

Budget Detail - Section 5308

Resolution - LP&L CIP Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT, GRANT NO. 82048, TO ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5308 – CLEAN FUELS GRANT, GRANT NO. 88027; RESPECTING THE DONATIONS FUND TO ACCEPT AND APPROPRIATE FUNDING FROM ATMOS ENERGY FOR THE ATMOS ENERGY CONSERVATION CUSTOMER VALUE PLAN; RESPECTING THE 2011-12 MASTER LEASE; RESPECTING THE LUBBOCK POWER & LIGHT (LP&L) CAPITAL PROGRAM, AS RECOMMENDED BY THE ELECTRIC UTILITY BOARD ON FEBRUARY 29, 2012, TO ESTABLISH CAPITAL IMPROVEMENT PROJECT NO. 92282, "DOWNTOWN REDEVELOPMENT UNDERGROUND;" AND RESPECTING THE LP&L OPERATING FUND, AS RECOMMENDED BY THE ELECTRIC UTILITY BOARD ON FEBRUARY 29, 2012, TO INCREASE TRANSFERS TO THE CAPITAL PROGRAM AND INCREASE THE UTILIZATION OF LP&L FUND NET ASSETS.

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 2011-12 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 2011-12 (Budget Amendment #12) for municipal purposes, as follows:

I. Accept and appropriate $1,116,902 from TDHCA for the CEAP Grant.

II. Accept and appropriate $2,000,000 from FTA for the Section 5308 – Clean Fuels grant.

III. Accept and appropriate $100,000 from Atmos Energy for the Atmos Energy Conservation Customer Value Plan.

IV. Amend the FY 2011-12 Master Lease approved in Ordinance 2011-O0080 on September 8, 2011, by adding a Tapping/Insert-A-Valve machine for the Water Utilities Pipeline Maintenance department at an approximate cost of $60,000.

V. Establish Capital Improvement Project No. 92282, Downtown Redevelopment Underground, and appropriate $425,000 for the purpose of placing electric lines underground in Phase I of the Downtown Redevelopment project.

VI. Amend the LP&L Operating Fund by increasing the transfer to the LP&L Capital Project Fund by $425,000 and utilizing net assets by the same amount.

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 this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock
Director of Fiscal Policy

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

Ord-Budget Amend12.doc 3.23.12

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
March 29, 2012

Administrative Information:

Grant Number:	
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2012-12/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

No. of full-time positions funded w/grant: 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	$ 41,431	21,393	15,350	47,474	-
Account Analyst	60,902	26,668	4,950	82,620	-
Administrative Assistant	22,734	16,247	8,675	30,306	-
CD Director & Citibus Liaison	84,863	33,380	7,225	111,018	-
CD Contract Coordinator	57,251	25,760	12,179	70,832	-
	$ 267,181	123,448	48,379	342,250	-

Budget Information:

Grant Appropriation Detail	Cost
Salaries	$ 32,650
Benefits	15,729
Travel	1,200
Community Development Household Crisis H/C	100,000
Catholic Charities Diocese of Lubbock	
Co-pay Utility Assistance	60,000
Operations	9,600
Lutheran Social Services	
Household Crisis Utility Assistance	100,000
Elderly/Disabled Utility Assistance	440,193
Operations	81,029
LIFE Run Centers	
Elderly/Disabled Utility Assistance	240,436
Operations	36,065
Total Appropriation	$ 1,116,902

RESOLUTION

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

THAT the Director of Fiscal Policy of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the FY 2011 Section 5308 Clean Fuels Grant #TX-58-0007-00 with the Federal Transit Administration, and all related documents. Said grant 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Citibus-Sec. 5308 Grant App
March 2, 2012

DOT

U.S. Department of Transportation

FTA

Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-58-0007-00
Budget Number:	1 - Budget Pending Approval
Project Information:	FY 11 5308 (Bus Replacement)

Part 1: Recipient Information

Project Number:	TX-58-0007-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	( ) -
Facsimile:	( ) 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	$2,000,000

Project Number:	TX-58-0007-00
Project Description:	FY 11 5308 (Bus Replacement)
Recipient Type:	City
FTA Project Mgr:	Luci Nears 817-978-0569/LKemp 0563
Recipient Contact:	Brad Patrick 806-712-2000 x252
New/Amendment:	New
Amend Reason:	Initial Application
Fed Dom Asst. #:	20519
Sec. of Statute:	5308
State Appl. ID:	None Specified
Start/End Date:	Dec. 09, 2011 - Feb. 01, 2013
Recvd. By State:	Feb. 15, 2012
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Dec. 09, 2011
Program Page:	None Specified
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Adjustment Amt:	$0
Total Eligible Cost:	$2,000,000
Total FTA Amt:	$2,000,000
Total State Amt:	$0
Total Local Amt:	$0
Other Federal Amt:	$0
Special Cond Amt:	$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	No
Fed. Debt Authority?:	No
Final Budget?:	No

Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

Congressional Districts

State ID	District Code	District Official
48	19	Randy Neugebauer

Project Details

This funding will subsidize the purchase of four (4) 35' Gillig Hybrid Electric buses, which will replace four (4) 1996 NovaBus RTS buses that have surpassed their useful lives. These buses will be utilized in Citibus' fixed route service.

This project was selected for funding under the Federal Transit Administration's FY 2011 Sustainability Awards,

released on November 17, 2011. Specifically, the project is identified under the Clean Fuels program and entails a $2,000,000 federal award. See attachment for scan of FTA awards.

Citibus will utilize Transportation Development Credits (TDCs) as the local match for this project. It is anticipated that these TDCs will be awarded by the Texas Transportation Commission during their January 2012 meeting; a minute order is forthcoming. The amount of TDCs will be calculated and awarded as follows:

Total Amount of Grant - $2,000,000 (83% Fed/17% Match)

FTA Amount = $2,000,000 x 17% = 340,000

Total TDCs to be used = 340,000

This project has been programmed in the Lubbock Metropolitan Planning Organization's TIP, which is attached.

Earmarks

Earmark Details

Earmark ID	Earmark Name	Orig. Balance	Amount Applied
D2011-CLNF-021	Replacement of 35` Citibus`	$2,000,000	$2,000,000

Number of Earmarks: 1

Total Amount Applied: $2,000,000

Date Sent for Release: 2/22/2012 5:48:57 PM

Date Released:

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
111-00 BUS - ROLLING STOCK	4	$2,000,000.00	$2,000,000.00
ACTIVITY			
11.12.02 BUY REPLACEMENT 35-FT BUS	4	$2,000,000.00	$2,000,000.00
		Estimated Total Eligible Cost:	**$2,000,000.00**
		Federal Share:	**$2,000,000.00**

Local Share:	**$0.00**

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
481350	2011.25.58.CF.2	00	2012	58	$0.00	$0.00	$0.00
						Total Previously Approved:	**$0.00**
						Total Amendment Amount:	**$0.00**
						Total from all Funding Sources:	**$0.00**

Alternative Fuel Codes

11.11.00	BUS - ROLLING STOCK	Hybrid Electric
11.12.02	BUY REPLACEMENT 35-FT BUS	Hybrid Electric

Extended Budget Descriptions

111-00	BUS - ROLLING STOCK	4	$2,000,000.00	$2,000,000.00
Expected useful life of the Hybrid Electric buses is 12 years/500,000 miles.				
11.12.02	BUY REPLACEMENT 35-FT BUS	4	$2,000,000.00	$2,000,000.00
FTA amount is identical to Total Eligible Cost because the agency will be utilizing Transportation Development Credits as form of `soft cash` match.				

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.12.02	BUY REPLACEMENT 35-FT BUS	4	$2,000,000	$2,000,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Jan. 03, 2012
	Citibus will order these four (4) buses off of an existing Hybrid Electric bus contract with Gillig Corporation.	
2.	CONTRACT AWARDED	Jan. 03, 2012
	Citibus will order these four (4) buses off of an existing Hybrid Electric bus contract with Gillig Corporation.	
3.	FIRST VEHICLE DELIVERED	Jan. 07, 2013
4.	ALL VEHICLES DELIVERED	Jan. 21, 2013
5.	CONTRACT COMPLETE	Feb. 01, 2013

Part 5. Environmental Findings

111202 BUY REPLACEMENT 35-FT BUS 4 $2,000,000 $2,000,000

Finding No. 1 - Class II(c)

C17 - Purchase of vehicles
The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	67	0	67

Paratransit

		Before	Change	After

I.	**Active Fleet**			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	32	0	32

Part 7. FTA Comments

General Review

Comment Title:	TDC`s
Comment By:	Luciana S Nears
Date Created:	Feb. 07, 2012
Date Updated:	Feb. 09, 2012
Ref Section:	Unknown
Comment:	Please note in the extended budget description the vehicles expected useful life.--------- Comment closed. 2/9/2012 LN

Conditions of Award

Comment Title:	DOL Certification
Comment By:	Eldridge Onco
Date Created:	Feb. 22, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated February 16, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Comments to DOL

Comment Title:	New Comment
Comment By:	Luciana S Nears
Date Created:	Feb. 07, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	The Federal Transit Administration's (FTA) projected timetable for acting upon the subject

	grant is 35 days from the date of this application. In order to meet that timetable, Department of Labor certification is requested no later than two weeks prior to that date. We request that DOL fax the 13(c) certifications when they have been issued, as the mail delay can be a week or more. Please establish a time schedule for negotiations pursuant to 29 DFR 215.3(d). Based on the time deadlines in the December 7, 1995, DOL guidelines, please advise us of the 49 USC sec. 5333(b) terms and conditions for inclusion in the grant contract. Person to notify at FTA: Lynn HAyes, Community Planner 819 Taylor Street, Room 8A36 Fort Worth, Texas 76102 Phone: (817) 978-0565 Fax: (817) 978-0575 Grantee Contact: Brad Patrick Phone: 806-712-2000

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-18, October 1, 2011)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, http://www.fta.dot.gov/documents/18-Master.pdf
(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-58-0007-00

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5308 - Clean Fuels Grant Program

Estimated Total Eligible Cost (in U.S. Dollars): $2,000,000

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): $2,000,000

Amount of This FTA Award (in U.S. Dollars): $2,000,000

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 2/16/2012

Project Description:

FY 11 5308 (Bus Replacement)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated February 16, 2012, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
March 29, 2012

Administrative Information

Grant Name:	Section 5308 Clean Fuels
Grant Effective Date:	12/9/2011 - 2/1/2013
Grant Provider Agency:	Federal Transit Administration
Grant Award Amount:	$ 2,000,000

Budget Information:	**FY 2011-12 Appropriation**	**Amendment**	**Total**
Grant Detail			
Capital Purchase - Buses	-	2,000,000	2,000,000
Total	$ -	2,000,000	2,000,000

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, the City of Lubbock has an important responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services provided by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and achieve a long-term stable and positive financial condition of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget for Lubbock Power & Light to the City Council pursuant to § 2.03.415 (a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

1). THAT the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 2011-2012, as attached to this resolution and incorporated herein as though set forth fully herein, is approved by the Electric Utility Board.

2). THAT, the Electric Utility Board, as required by § 2.03.415 (a) of the Code of Ordinances of the City of Lubbock, submits the attached budget to the City Council and recommends that such budget, as attached hereto, be adopted as part of the official City of Lubbock Budget for fiscal year 2011-2012.

Passed by the Electric Utility Board this 29th day of February, 2012.

Mike Davis, Chairman

ATTEST:

Emilio Abeyta, Board Secretary

APPROVED AS TO CONTENT:

Gary Zheng, Director of Electric Utilities

APPROVED AS TO FORM:

Matthew L. Wade, General Counsel – LP&L

Lubbock Power & Light
Electric Utility Board

Agenda Item Summary

FY2011/2012 CIP Budget Amendment
Downtown Redevelopment

Meeting Date: February 29, 2012

Summary:

Consider a budget amendment for FY2011/2012 to establish and fund a capital project for the purpose of placing electric lines underground in Phase 1 of the Downtown Redevelopment project.

Background/Discussion/Fiscal Impact:

The Downtown Redevelopment master plan requires electric lines to be underground.

Fiscal Impact of Phase 1:

FY2011/2012	$425,000
FY2012/2013	$290,000
FY2013/2014	$280,000
FY2014/2015	$290,000
Total Phase 1	$1,285,000

Recommendation:

Staff has shown the funding source as LP&L cash funding for discussion purposes only. Staff recommends Board consider and then designate the appropriate funding source by modifying the attached amendment if necessary.

Lubbock Power & Light

FY11/12 CIP Budget Amendment

February 29, 2012

CIP Amendment:

Add a new CIP project to be called Downtown Redevelopment Underground.

FY2011/2012	$425,000
FY2012/2013	$290,000
FY2013/2014	$280,000
FY2014/2015	$290,000
Total Phase 1	$1,285,000

FY11/12	Approved Budget	Proposed
Cash Funding	$18,127,000	$18,552,000
Bond Funding	$0	$0
Total Funding	$18,127,000	$18,552,000

Scope:

A. Remove overhead electrical facilities in the targeted area of Main -Broadway, Avenue O to Avenue Q which will include the revision of service to AT&T, Horizon Specialty Care, Kaplan College, City Substation, Holiday Inn, United Way, and the Kastman Property
B. Remove overhead electrical in Phase One from Broadway to 19th on Avenue O.

Start Date:

A. 02/20/2012
B. As needed when individual blocks are targeted for redevelopment

Finish Date:

A. Projected September 2012
B. Projected September 2015

Lubbock Power & Light Budget
FY 2011-2012

Electric Operating Revenue	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
General Consumers Metered	$171,940,274	$171,940,274	$ -	0.00%
Municipal Metered	$ 7,025,951	$ 7,025,951	$ -	0.00%
Off System Sales	$ 8,900,004	$ 8,900,004	$ -	0.00%
Customer Rebates & Refunds	$ -	$ -	$ -	
Total Electric Operating Revenue	**$187,866,229**	**$187,866,229**	**$ -**	**0.00%**
Power Cost				
Purchased Power	$122,581,026	$122,581,026	$ -	0.00%
Natural Gas	$ 650,000	$ 650,000	$ -	0.00%
Total Power Cost	**$123,231,026**	**$123,231,026**	**$ -**	**0.00%**
Gross Profit Before Other Operating Items	**$ 64,635,203**	**$ 64,635,203**	**$ -**	**0.00%**

Other Revenue	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Interest On Investments	$ 105,480	$ 105,480	$ -	0.00%
Building Space Rentals	$ 219,120	$ 219,120	$ -	0.00%
Pole Rentals	$ 241,146	$ 241,146	$ -	0.00%
Fees & Charges	$ 4,279,979	$ 4,279,979	$ -	0.00%
Outside Work Orders (Developers Underground Fee)	$ 200,000	$ 200,000	$ -	0.00%
Miscellaneous Revenue	$ 430,685	$ 430,685	$ -	0.00%
Total Other Revenue	**$ 5,476,410**	**$ 5,476,410**	**$ -**	**0.00%**

Operating Budget	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Electric Administration (7111)	**$ 2,563,538**	**$ 2,563,538**	**$ -**	**0.00%**
Electric Regulatory Compliance (7112)	**$ 781,167**	**$ 781,167**	**$ -**	**0.00%**
Electric Community Affairs (7211)	**$ 650,980**	**$ 650,980**	**$ -**	**0.00%**
Electric Production Operations (7311)	$ 6,229,261	$ 6,229,261	$ -	0.00%
Electric Production Maintenance (7313)	$ 4,764,538	$ 4,764,538	$ -	0.00%
Electric Production Total	**$ 10,993,799**	**$ 10,993,799**	**$ -**	**0.00%**
Electric Distribution Engineering (7411)	$ 1,435,337	$ 1,435,337	$ -	0.00%
Electric Distribution Underground Lines (7412)	$ 1,728,863	$ 1,728,863	$ -	0.00%
Electric Distribution Overhead Lines (7413)	$ 1,754,999	$ 1,754,999	$ -	0.00%
Electric Customer Service (7415)	$ 4,224,909	$ 4,224,909	$ -	0.00%
Electric Substations (7417)	$ 2,010,063	$ 2,010,063	$ -	0.00%
Electric Meter Shop (7419)	$ 791,209	$ 791,209	$ -	0.00%
Street Light O&M	$ (1,105,244)	$ (1,105,244)	$ -	0.00%
Electric Distribution Total	**$ 10,840,136**	**$ 10,840,136**	**$ -**	**0.00%**
Field Services (7511)	$ 3,205,251	$ 3,205,251	$ -	0.00%
Banner/CIS (7512)	$ 1,252,235	$ 1,252,235	$ -	0.00%
Customer Service (7513)	$ 2,690,345	$ 2,690,345	$ -	0.00%
Customer Care (7514)	$ 1,793,745	$ 1,793,745	$ -	0.00%
Business Office Total	**$ 8,941,576**	**$ 8,941,576**	**$ -**	**0.00%**
Reimbursements From Other Utilities	**$ (5,182,485)**	**$ (5,182,485)**	$ -	0.00%
Total Operating Budget	**$ 29,588,711**	**$ 29,588,711**	**$ -**	**0.00%**

Other Expenses	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Indirect Cost Allocation	$ 892,522	$ 892,522	$ -	0.00%
Uncollectible Accounts	$ 805,348	$ 805,348	$ -	0.00%
Miscellaneous Expense (Revenue)	$ 140,000	$ 140,000	$ -	0.00%
Total Other Expenses	**$ 1,837,870**	**$ 1,837,870**	**$ -**	**0.00%**
Profit (Loss) From Operations	**$ 38,685,032**	**$ 38,685,032**	**$ -**	**0.00%**
Debt and Lease Payments				
Debt Service Principal Payment	$ 10,709,760	$ 10,709,760	$ -	0.00%
Debt Service Interest Payment	$ 6,276,591	$ 6,276,591	$ -	0.00%
Total Debt Service Payment	**$ 16,986,351**	**$ 16,986,351**	**$ -**	**0.00%**
Master Lease - Principal Payment	$ -	$ -	$ -	
Master Lease - Interest Payment	$ -	$ -	$ -	
Master Lease Total	**$ -**	**$ -**	**$ -**	
Total Debt Service Payments	**$ 16,986,351**	**$ 16,986,351**	**$ -**	**0.00%**
Cash Flow Before Capital Expenditures	**$ 21,698,681**	**$ 21,698,681**	**$ -**	**0.00%**
Capital Expenditures				
Elec Fac/Sys Improvements (Capital From Cash)	$ 18,127,000	$ 18,552,000	$ 425,000	2.34%
Total Capital Expenditures From Cash	**$ 18,127,000**	**$ 18,552,000**	**$ 425,000**	**2.34%**
Cash Flow After Capital Expenditures	**$ 3,571,681**	**$ 3,146,681**	**$ (425,000)**	**-11.90%**

Ordinary Transfers	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Transfer Out - General Fund (FFE)	$ 8,948,314	$ 8,948,314	$ -	0.00%
Transfer Out - General Fund (FFE True Up)	$ -	$ -	$ -	
Transfer Out - General Fund (PILOT)	$ 1,789,662	$ 1,789,662	$ -	0.00%
Total Ordinary Transfers	**$ 10,737,976**	**$ 10,737,976**	**$ -**	**0.00%**
Cash Flow After Ordinary Transfers	**$ (7,166,295)**	**$ (7,591,295)**	**$ (425,000)**	**5.93%**
Additional Transfers				
Transfer Out - Street Lighting (Electricity)	$ 1,687,842	$ 1,687,842	$ -	0.00%
Transfer Out - Street Lighting (O&M)	$ 1,105,244	$ 1,105,244	$ -	0.00%
Total Additional Transfers	**$ 2,793,086**	**$ 2,793,086**	**$ -**	**0.00%**
Cash Flow After Additional Transfers	**$ (9,959,381)**	**$ (10,384,381)**	**$ (425,000)**	**4.27%**

Depreciation Expenses (Non Cash)	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Depreciation	$ 13,938,337	$ 13,938,337	$ -	0.00%
Arena Amortization	$ 133,332	$ 133,332	$ -	0.00%
Disposition of Assets	$ -	$ -	$ -	
Total Depreciation Expense	**$ 14,071,669**	**$ 14,071,669**	**$ -**	**0.00%**
Change In Net Assets (GAAP Net Income)	**$ 4,805,710**	**$ 4,805,710**	**$ -**	**0.00%**
Change In Cash	**$ (9,959,381)**	**$ (10,384,381)**	**$ (425,000)**	**4.27%**

Capital Expenditure Summary	Approved 2011-2012	Proposed 2011-2012	Variance $	Variance %
Elec Fac/Sys Improvements (Capital From Cash)	$ 18,127,000	$ 18,552,000	$ 425,000	2.34%
Elec Fac/Sys Improvements (Capital From Bonds)	$ -	$ -	$ -	
Elec Fac/Sys Improvements (Funding From Others)	$ -	$ -	$ -	
Total Capital Expenditures	**$ 18,127,000**	**$ 18,552,000**	**$ 425,000**	**2.34%**

Lubbock Power & Light
Electric Capital Projects
FY 2011-2012

Account	Project	Budget To Date	Amended 2011-2012	Unappropriated Planning Years 2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Amended Total	Amended Funding Source Cash	Bonds	Other
8566	Major Valves Overhaul	$ 100,000	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ 100,000	$ 50,000		
90311	Fiber Option Communications	$ 526,000	$ 172,000	$ 22,000	$ 22,000	$ -	$ -	$ -	$ 216,000	$ 172,000		
91130	Massengale Cooling Tower Renovations	$ 370,000	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	$ 1,000,000	$ 500,000		
92081	LM2500 Overhaul	$ -	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000			
92083	LM6000 Major Overhaul	$ -	$ 3,700,000	$ -	$ -	$ -	$ -	$ -	$ 3,700,000	$ 3,700,000		
92141	Substation Relay Upgrade	$ 205,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000		
2009345	Massengale #8 SCR Replacement	$ -	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000			
2011031	Overhead Distribution	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 18,000,000	$ 3,000,000		
2011032	Underground Distribution	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 18,000,000	$ 3,000,000		
2011033	Distribution Transformers	$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 24,000,000	$ 4,000,000		
2011034	Service Distribution	$ -	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 2,400,000	$ 400,000		
2011035	Rubber Glove Tester	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ -	$ 75,000	$ 75,000		
2011041	Vicksburg Transformer #1 Replacement	$ -	$ 800,000	$ -	$ -	$ -	$ -	$ -	$ 800,000	$ 800,000		
2011042	DAS MAP	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000		
2011043	Substation Land Acquisition	$ -	$ 65,000	$ -	$ -	$ -	$ -	$ -	$ 65,000	$ 65,000		
2011059	CK2 Gas Line Replacement	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000		
2011062	Vibration Monitor Upgrade	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ 30,000		
2011063	Cooke Intercom Replacement	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ 60,000			
2011064	CK1 Annunciator Panel Replacement	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ 30,000		
2011065	CK1 Boiler Asbestos Abatement/Reinsulation	$ -	$ 100,000	$ 100,000	$ 100,000	$ -	$ -	$ -	$ 300,000	$ 100,000		
2011066	Massengale Boiler Feed Pumps Overhaul	$ -	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000			
2011067	Additional MCC For Cooke Station	$ -	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000			
2011068	Cooke 1 CW Line Coating	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000			
2011091	Cooke 1 and Cooke 2 Boiler Controls	$ -	$ 300,000	$ 300,000	$ -	$ -	$ -	$ -	$ 600,000	$ 300,000		
2011088	Vehicles	$ -	$ 1,655,000	$ -	$ -	$ -	$ -	$ -	$ 1,655,000	$ 1,655,000		
	Miscellaneous Future Projects	$ -	$ -	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 15,000,000			
?	**Downtown Redevelopment Underground**	**$ -**	**$ 425,000**	**$ 290,000**	**$ 280,000**	**$ 290,000**	**$ -**	**$ -**	**$ 1,285,000**	**$ 425,000**		
	Total Projects Budget	**$ 1,201,000**	**$ 18,552,000**	**$ 17,372,000**	**$ 13,802,000**	**$ 13,690,000**	**$ 13,400,000**	**$ 13,400,000**	**$ 90,216,000**	**$ 18,552,000**	**$ -**	**$ -**
										100.00%	**0.00%**	

Sources of Funding	Amended 2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Total
Cash	$ 18,552,000	$ -	$ -	$ -	$ -	$ -	$ 18,552,000
New Bonds FY 2011-2012	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Funding From Others	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Funding Needed	$ -	$ 17,372,000	$ 13,802,000	$ 13,690,000	$ 13,400,000	$ 13,400,000	$ 71,664,000
Total Funding	**$ 18,552,000**	**$ 17,372,000**	**$ 13,802,000**	**$ 13,690,000**	**$ 13,400,000**	**$ 13,400,000**	**$ 90,216,000**

Amend CIP Budget by Adding Downtown Redevelopment Underground Project - Funding Source To Be Confirmed By EUB

Regular City Council Meeting **5. 2.**

Meeting Date: 04/10/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 13 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant No. 82047; accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) - PPCPS/Hazards Grant, Grant No. 81086; respecting the Capital Program to amend Amend Capital Improvement Project (CIP) No. 92156, Indiana Avenue – 103rd Street to FM 1585, and CIP No. 92215, Slide Road from Marshall to US HWY 84; respecting the LP&L Capital Project Fund to amend LP&L CIP No. 92197, Tie Line Transformer Replacement; and respecting the LP&L Operating Fund by increasing the transfer to the Capital Project Fund.

Item Summary

I. Accept and appropriate an additional $113,249 from TDHCA for the CSBG, for a total grant appropriation of $190,518. The grant provides assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient. The funding source for the contract is a pass-through grant from the TDHCA. The actual amount allocated to the City for FY 2012 is $381,035. TDHCA will notify the City as more funds are available. The period of performance is January 1, 2012, through December 31, 2012.

II. Accept and appropriate an additional $62,001 from the Texas DSHS for the PHEP - PPCPS/Hazards, for a total grant appropriation of $314,962. The grant amendment adds carry-forward funds to the current contract, revises the due dates for applicable reports, and extends the due date for equipment purchases.

    The grant funds activities in support of the Center for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for PHEP designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to terrorism, outbreaks of infectious disease, and other public health threats and emergencies. The grant funds three full-time positions.

III. Amend CIP No. 92156, Indiana Avenue – 103rd Street to FM 1585, by decreasing the appropriation by $250,000, from $11,076,000 to $10,826,000, and amend CIP No. 92215, Slide Road from Marshall to US HWY 84, by increasing the appropriation by $250,000, from $719,700 to $969,700, for the utility relocations that are necessary prior to the construction of the street.

IV. Amend LP&L CIP No. 92197, Tie Line Transformer Replacement, by $1.3 million, from $5.2 million to $6.5 million, for the replacement of existing circuit breakers and switches.

V. Amend the LP&L Operating Fund by increasing the transfer to the Capital Project Fund by $1.3 million and utilizing net assets by the same amount.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Ordinance - Budget Amendment 13

Grant Detail - CSBG BA13

Grant Detail - PHEP-PPCPS.Hazards BA13

Budget Detail - CIP 92156-92215

Budget Detail - CIP 92197

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG), GRANT NO. 82047; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) – PPCPS/HAZARDS GRANT, GRANT NO. 81086; RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) NO. 92156, INDIANA AVENUE – 103RD STREET TO FM 1585, AND CIP NO. 92215, SLIDE ROAD FROM MARSHALL STREET TO US HWY 84; RESPECTING THE LP&L CAPITAL FUND TO AMEND CIP NO. 92197, TIE LINE TRANSFORMER REPLACEMENT; AND RESPECTING THE LP&L OPERATING FUND BY INCREASING TRANSFERS TO THE LP&L CAPITAL FUND AND INCREASING UTILIZATION OF NET ASSETS.

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 2011-12 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 2011-12 (Budget Amendment #13) for municipal purposes, as follows:

I. Accept and appropriate an additional $113,249 from TDHCA for the CSBG.

II. Accept and appropriate an additional $62,001 from the Texas DSHS for the PHEP - PPCPS/Hazards Grant.

III. Amend CIP No. 92156, Indiana Avenue – 103rd Street to FM 1585, by decreasing the appropriation by $250,000, from $11,076,000 to $10,826,000, and amend CIP No. 92215, Slide Road from Marshall to US HWY 84, by increasing the appropriation by $250,000, from

$719,700 to $969,700, for the utility relocations that are necessary prior to the construction of the street.

IV. Amend LP&L CIP No. 92197, Tie Line Transformer Replacement, by $1.3 million, from $5.2 million to $6.5 million, for the replacement of existing circuit breakers and switches.

V. Amend the LP&L Operating Fund by increasing transfers to the Capital Project Fund by $1.3 million and utilizing net assets by the same amount.

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 this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
_____
Cheryl Brock
Director of Fiscal Policy

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1112.Amend13.ord

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
April 10, 2012

Administrative Information:

City Assigned Grant Number:	82047
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2012-12/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	3/6/2012
Original Appropriation-Budget Ordinance:	2012-O0016
Original Grant Acceptance-Resolution:	2012-R0098

Personnel Information:

No. of full-time positions funded w/ grant: 5

Title of Position	Annual Salary	Annual Benefits	CSBG Grant	Other Grant	General Fund
Program Specialist	$ 41,431	21,393	10,850	51,974	-
Account Analyst	60,902	26,668	6,136	81,434	-
Administrative Assistant	22,734	16,247	7,725	31,256	-
CD Director & Citibus Liaison	84,863	33,380	8,655	109,588	-
CD Contract Coordinator	57,251	25,760	10,134	72,877	-
Total	$ 267,181	123,448	43,500	347,129	-

Budget Information:

Grant Appropriation Detail	3/6/2012 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 11,762	17,238	29,000
Benefits	5,881	8,619	14,500
Travel	426	625	1,051
Supplies	777	1,140	1,917
Other	-	1,664	1,664
Audit	1,014	-	1,014
Advertising	122	-	122
Indirect Cost	2,433	3,567	6,000
Contractual	-	-	-
Catholic Charities, Diocese of Lubbock	40,253	58,997	99,250
South Plains Association of Governments	9,531	13,969	23,500
Catholic Charities CEAP Ops	1,600	2,378	3,978
Lutheran Social Services CEAP Ops	1,400	2,080	3,480
LIFE Run Centers CEAP Ops	600	892	1,492
CEAP Household Crisis Inspections	1,470	2,080	3,550
Total Appropriation	$ 77,269	113,249	190,518

CD - Community Development

CEAP - Community Energy Assistance Program

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
April 10, 2012

Administrative Information:

City Assigned Grant Number:	81086
Grant Name:	PHEP - PPCPS/Hazards
Grant Effective Date:	8/1/2011-7/31/2012
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/27/2011
Original Appropriation-Budget Ordinance:	2011-O0084
Original Grant Acceptance-Resolution:	2011-R0422

Personnel Information:

No. of full-time positions funded w/ grant: 3

Title of Position	**Annual Salary**	**Annual Benefits**	**Grant**	**General Fund**
Public Health Preparedness Coordinator	$ 45,579	22,377	67,956	-
Account Analyst	50,413	23,711	59,540	14,584
Administrative Assistant	32,166	18,675	50,841	-
Total	$ 128,158	64,763	178,337	14,584

Budget Information:

Grant Appropriation Detail	**9/27/11 Award Amount**	**Amendment Amount**	**Total Award Amount**
Salaries	$ 117,702	-	117,702
Benefits	60,635	-	60,635
Training and Travel	10,800	-	10,800
Supplies			
Office Supplies	2,718	2,000	4,718
Training Supplies	3,386	-	3,386
Medical Supplies	19,410	-	19,410
Educational Supplies		7,000	7,000
Preparedness Kits and supplies		6,791	6,791
Lab Supplies		8,124	8,124
Contractual - Pharmacist	2,400	-	2,400
Equipment			
Automated External Defibrillator		1,778	1,778
Mobile case for mass vaccination supplies		2,709	2,709
Other			
Advertisement to promote awareness	15,000	-	15,000
Sponsored trainings	12,000	10,500	22,500
Miscellaneous (printing, fax capabilities, postage, etc.)	8,910	3,250	12,160
Miscellaneous service agreements and repairs		18,099	18,099
Software		1,750	1,750
Total Appropriation	$ 252,961	62,001	314,962

PHEP - Public Health Emergency Preparedness

Capital Project
Project Cost Detail
Budget Amendments
April 10, 2012

Capital Project Number:	92156
Capital Project Name:	Indiana Avenue - 103rd Street to FM 1585
Capital Project Number:	92215
Capital Project Name:	Slide Road from Marshall to US HWY 84

	92156	92215
Current Project Appropriation Amount	$ 11,076,000	719,700
Proposed Amendment	(250,000)	250,000
Total Proposed Appropriation	$ 10,826,000	969,700

Capital Project
Project Cost Detail
Budget Amendments
April 10, 2012

Capital Project Number:	92197
Capital Project Name:	Tie Line Transformer Replacement

	92197
Current Project Appropriation Amount	$ 5,200,000
Proposed Amendment	1,300,000
Total Proposed Appropriation	$ 6,500,000

Regular City Council Meeting **5. 3.**

Meeting Date: 04/10/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 14 amending the Adopted FY 2011-12 Budget respecting the Capital Program to amend Capital Improvement Project No. 92217.

Item Summary

I. Amend the scope of Capital Improvement Project No. 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q. The current scope of the project is for the reconstruction of 34th Street from Avenue Q to Indiana Avenue. The amendment changes the scope to the reconstruction of 34th Street from Avenue Q to Quaker Avenue, or as far as funding allows. The 34th Street Reconstruction Project was approved by voters for $20,725,000 as a part of the 2009 Capital Bond Program. To date, $15 million in bonds have been issued for the construction of the project. The majority of bonds issued through FY 2011-12 are committed for the reconstruction of 34th Street from Avenue Q to Indiana Avenue. Staff anticipates a remaining balance of funds from the current project; however, it is not possible to know the exact amount until construction is complete. On January 9, 2012, the Bond Oversight Committee recommended that any funding remaining from the $20,725,000 approved by the voters be used to continue the design and construction of 34th Street from Indiana Avanue to Quaker Avenue, or as far as can be reconstructed with the remaining funds. The remaining $5,725,000 in 2009 bonds will be issued in the next fiscal year.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Ordinance - Budget Amendment 14

CIP 92217

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT NO. 92217, 34TH STREET RECONSTRUCTION – INDIANA AVENUE TO AVENUE Q.

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 2011-12 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 2011-12 (Budget Amendment #14) for municipal purposes, as follows:

I. Amend the scope of Capital Improvement Project No. 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q. The current scope of the project is for the reconstruction of 34th Street from Avenue Q to Indiana Avenue. The amendment changes the scope to the reconstruction of 34th Street from Avenue Q to Quaker Avenue.

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 this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Director of Fiscal Policy

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetBY1112.Amend14.ord

City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number:	92217
Capital Project Name:	34th Street, Indiana Avenue to Avenue Q

		Budget
Encumbered/Expended		
Parkhill Smith and Cooper, Inc - Design	$	1,812,793
City of Lubbock Staff Time		34,238
Lone Star Dirt and Paving Contract - Construction		8,988,866
Parkhill Smith and Cooper - Construction Phase Services		988,091
Encumbered/Expended To Date		**11,823,988**
Estimated Costs for Remaining Appropriation		
City of Lubbock Staff Time		35,000
City of Lubbock Traffic Items		30,000
Construction		3,111,012
Remaining Appropriation		**3,176,012**
Total Appropriation	**$**	**15,000,000**

Project Name **34th Street Reconstruct.-Indiana to Ave. Q** *Project Number* **92217**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Reconstruct 34th Street from Indiana Avenue to Avenue Q to a standard T-1 throughfare design (66 feet in width). This will provide for 2 lanes of traffic in each direction plus a continuous left turn lane.

Project Justification

34th Street is over 50 years old and needs to be reconstructed. The project includes the reconstruction of the five-lane thoroughfare in concrete paving, sidewalks, driveways, and other necessary design details.

Project History

$3.9 million was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.
$16,825,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced funding in FY 2010-11 by $15,725,000 and moved to FY 2011-12 due to project not being bid until 2011-12.(2011-O0080, September 8, 2011)
Reduced funding by $5.725 million due to bids coming in much lower than anticipated, Janaury 19, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	11,100,000	5,725,000	0	0	0	0	0	16,825,000
Design and Engineering	3,900,000	0	0	0	0	0	0	3,900,000
Total Project Appropriation	15,000,000	5,725,000	0	0	0	0	0	20,725,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2010 General Obligation Bonds	3,900,000	0	0	0	0	0	0	3,900,000
FY 2011 General Obligation Bonds	1,100,000	0	0	0	0	0	0	1,100,000
FY 2012 General Obligation Bonds	10,000,000	0	0	0	0	0	0	10,000,000
FY 2013 General Obligation Bonds	0	5,725,000	0	0	0	0	0	5,725,000
Total Funding Sources	15,000,000	5,725,000	0	0	0	0	0	20,725,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

City of Lubbock, TX
Finance Department
2009 Bond Election Project Update
March 31, 2012

	Bond Amount Voted	Bonds Issued	Expenditures and Contract Commitments To Date	Remaining Bonds to be Issued FY 2012-13
Proposition 1: Public Works/Streets				
Traffic Signal Upgrades	$ 4,750,000	4,750,000	1,552,314	-
34th Street - Indiana to Avenue Q	20,725,000	15,000,000	11,823,988	5,725,000
Quaker Avenue - 98th Street to 114th Street	7,750,000	7,750,000	5,916,626	PROJECT COMPLETE
114th Street - University Avenue to Slide Road	3,210,000	3,210,000	1,346,562	-
Milwaukee and 98th Street	6,650,000	6,650,000	2,889	-
UNALLOCATED	-	-	-	-
Total Public Works/Street Improvements	$ 43,085,000	37,360,000	20,642,379	5,725,000
Proposition 2: Public Safety				
Fire Station No. 16 - 114th and Quaker	$ 2,500,000	2,203,000	1,954,307	-
Fire Station No. 18 - 66th and Oakridge	2,500,000	2,500,000	2,115,677	-
Fire Station No. 19 - 104th and Milwaukee Avenue	2,500,000	547,000	297,195	2,250,000
Total Public Safety Improvements	$ 7,500,000	5,250,000	4,367,179	2,250,000
Total	**$ 50,585,000**	**42,610,000**	**25,009,558**	**7,975,000**

Regular City Council Meeting **5. 4.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0029 Consider an ordinance abandoning and closing a five-foot LP&L underground utility easement, located in Lot 534, North Pointe Addition, 4934 Marshall Street.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a five-foot LP&L underground utility easement on Lot 534, North Pointe Addition, which is located at North Slide Road and Marshall Street. The easement is being closed to allow for a re-plat of Lots 533 and 534 for new development on the lots.

Lubbock Power & Light is in agreement with the easement closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - LP&L UUE North Pointe

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A FIVE FOOT UNDERGROUND UTILITY EASEMENT, LOCATED IN LOT 534, NORTH POINTE ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND 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 as 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, and it would be in the public interest to close, vacate and abandon the same; 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 are hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

> All of that underground utility easement granted to LP&L being the East 5 ft of Lot 534, North Pointe, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2006045604, Official Public Records of Lubbock County, Texas.

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 _____, 2012.

Passed by the City Council on second reading this_____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

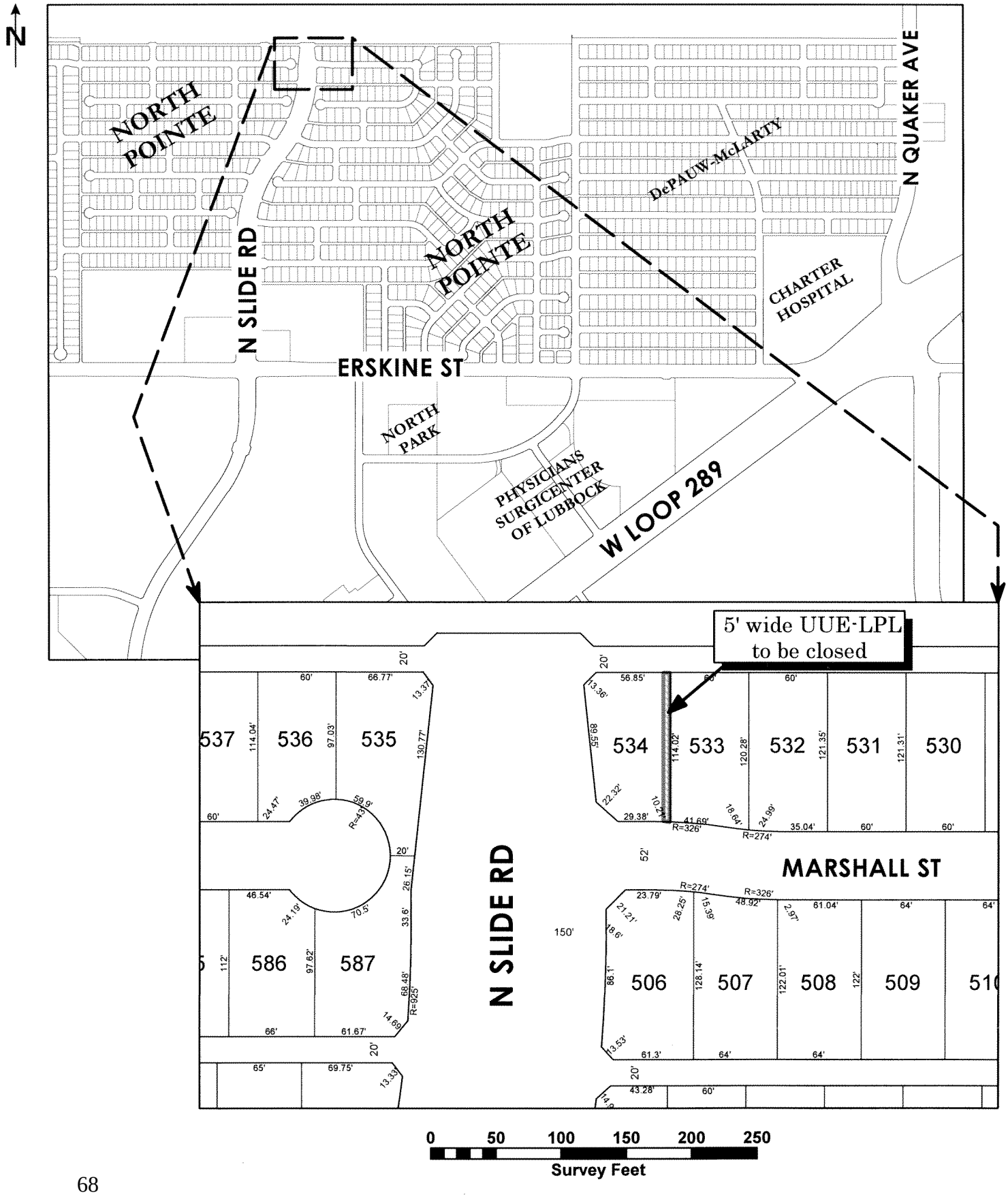
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-North Pointe Addn.ord 3.6.12

Proposed Closing of 5' wide Underground Utility Easement for Lubbock Power & Light Located in Lot 534, North Pointe Addition



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

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0030 Consider an ordinance abandoning and closing a 52-foot drainage easement in Section 289, Block AK, Bacon Crest Addition, 75th Place and Ironton Avenue.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a 52-foot drainage easement in Bacon Crest Addition, out of Section 29, Block AK, which is located north of 75th Place between Ironton Avenue and Kewanee Avenue. The easement is no longer needed due to new development of the area.

Public Works Engineering is in agreement with the easement closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Drain Easement Bacon Crest

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 52 FOOT DRAINAGE EASEMENT, LOCATED IN BACON CREST ADDITION, OUT OF SECTION 29, BLOCK AK, LUBBOCK COUNTY, TEXAS AND 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 as 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, and it would be in the public interest to close, vacate and abandon the same; 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 are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described as follows:

All of that 52 foot drainage easement as described in Volume 10323, Page 289, in the Official Records of Lubbock County, Texas.

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 _____, 2012.

Passed by the City Council on second reading this _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

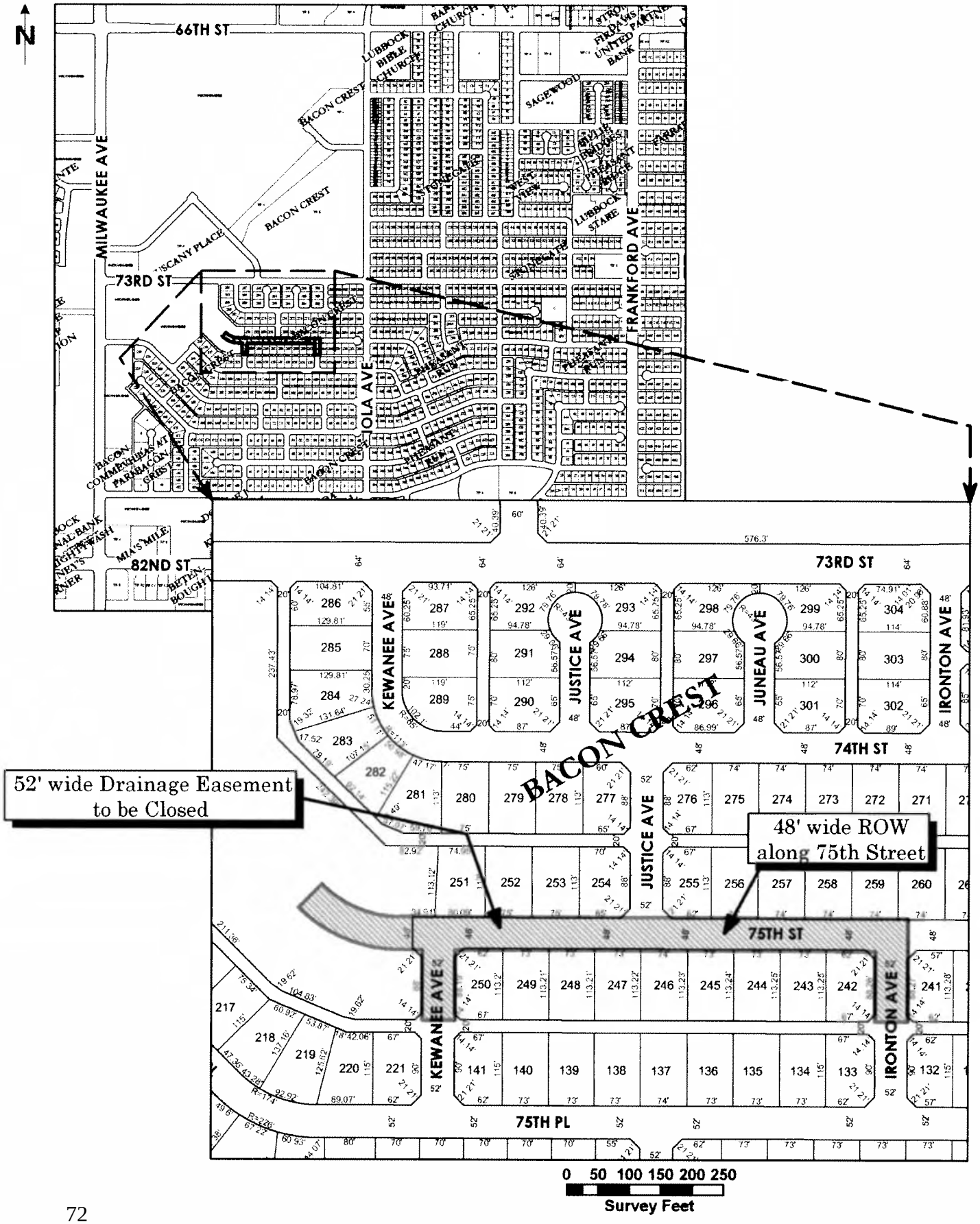
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Drainage Easement Section 29.ord 3.12

Proposed Closing of a 52' wide Drainage Easement as Dedicated in V. 10323 P. 289 and Located Along Portions of 75th Street, Ironton Avenue & Kewanee Avenue in Bacon Crest Addition (Section 29, Block AK)



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

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0031 Consider an ordinance abandoning and closing an underground utility easement, located in Tract A, Cuevas Family Partnership Addition, 6401 Frankford Avenue.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes an underground utility easement in Tract A, Cuevas Family Partnership Addition, which is located north of 66th Street east of Frankford Avenue. The easement is no longer needed due to new development of the area.

All utility companies are in agreement with the easement closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Close UUE - Cuevas Family Partnership

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING CERTAIN UNDERGROUND UTILITY EASEMENTS, LOCATED IN TRACT A, CUEVAS FAMILY PARTNERSHIP ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND 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 easements as hereinafter described in the body of this Ordinance are 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, and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

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

All of that underground utility easement described in Volume 1668, Page 633, Deed Records of Lubbock County, Texas and Volume 1680, Page 6, Deed Records of Lubbock County, Texas.

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 _____, 2012.

Passed by the City Council on second reading this _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

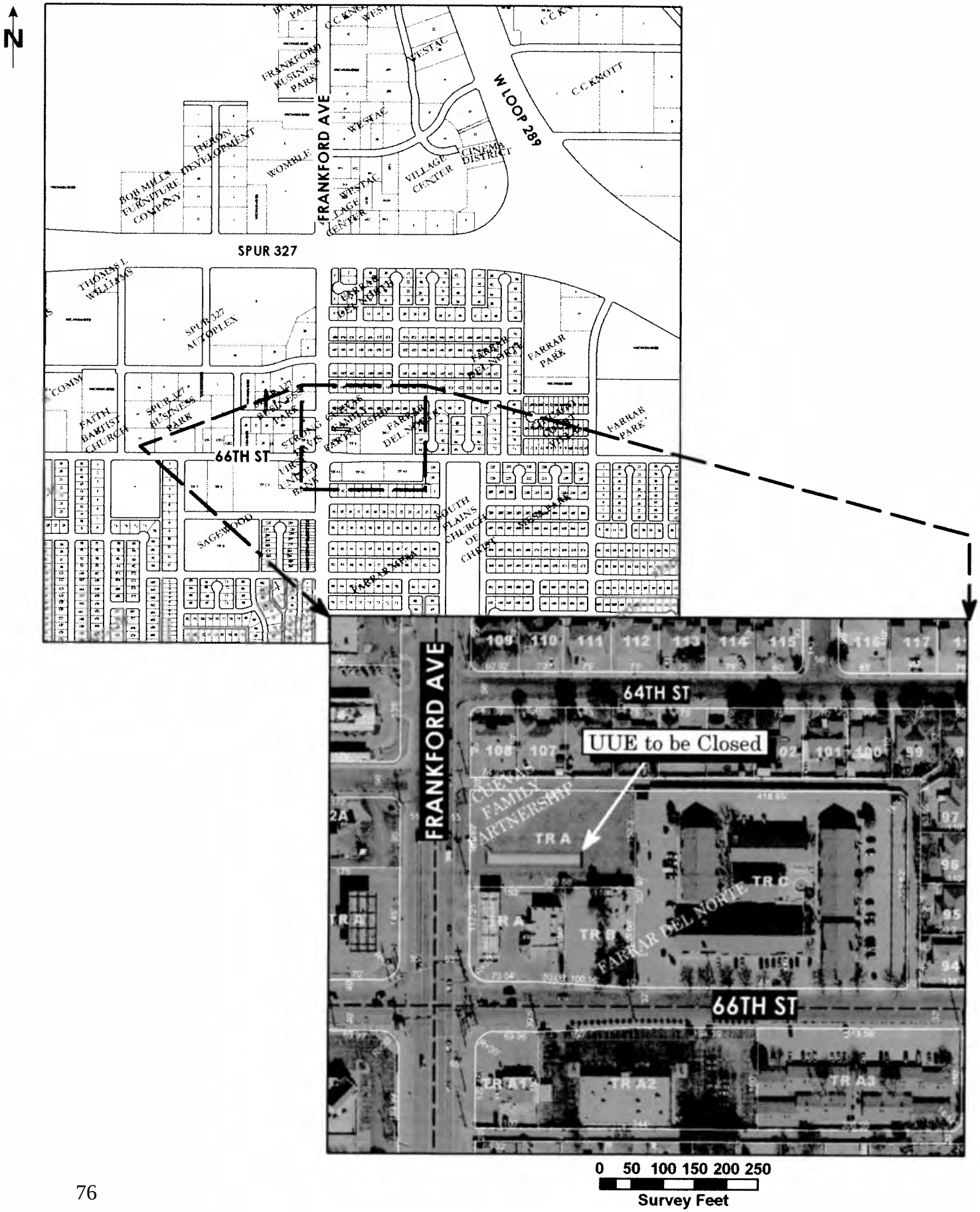
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Cuevas Family Partnership Addn.ord 2.20.12

Proposed Closing of an Underground Utility Easement Located in Tract A, Cuevas Family Partnership Addition



Regular City Council Meeting **5. 7.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price Contract 10521 with Allen Butler Construction, Inc., for construction of Frankford Avenue from 98th Street to 114th Street, BID 12-10521-DT.

Item Summary

The Frankford Avenue paving improvement project involves the widening and reconstruction of Frankford Avenue from 98th Street to 114th Street to accommodate development and higher traffic volumes. The project consists of widening the roadway from a two lane asphalt pavement to a seven lane reinforced concrete T-2 thoroughfare, construction of a new intersection at 114th Street, a traffic signal at 114th Street, pedestrian elements, and drainage features.

Bids were received from the following contractors, and are ranked as follows:

Allen Butler Contruction of Ransom Canyon, TX	$4,978,366
Lone Star Dirt and Paving of Lubbock, TX	5,384,390
Duininck of Roanoke, TX	5,980,842
West Texas Paving of Lubbock, TX	6,044,650

The bid award for this agenda item is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual needs. The price per unit will not change.

Staff recommends contract award to the lowest bidder, Allen Butler Construction, Inc., of Ransom Canyon, Texas, for $4,978,366.

Fiscal Impact

$8,376,000 is appropriated in Capital Improvement Project No. 92228, Frankford Avenue 98th Street to 114th Street, with $4,978,366 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Widen and Pave Frankford

Budget Detail - 92228

CIP Detail - 92228

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. 10521 for reconstruction and widening of Frankford Avenue from 98th Street to 114th Street, by and between the City of Lubbock and Allen Butler Construction of Ransom Canyon, 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Allen Butler
March 9, 2012

REVISED BID FORM

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 3-7-2012

PROJECT NUMBER: **ITB 12-10521, Reconstruction and Widening of Frankford Ave from 98th Street to 114th St.**

Bid of Allen Butler Const., Inc (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Reconstruction and Widening of Frankford Ave from 98th Street to 114th Street** having carefully examined the plans, specifications, instructions to bidders, notice to bidders 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 bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

BASE BID:

ROADWAY IMPROVEMENTS – Items 1 through 69

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
1	Prepare right-of-way, including clearing, grubbing and removal of all items that are in conflict, per station.	STA	62	$ 11.71	$ 726.02
2	Remove Existing Tree, including removal of trunk, limbs, roots, and filling and compacting of resulting hole with suitable material, per each.	EA	17	$ 250.00	$ 4,250.00
3	Remove Storm Drain Pipe, (Corregated metal Pipe), including neat removal of existing drain pipe and proper disposal, per linear foot.	LF	114	$ 10.00	$ 1,140.00
4	Remove Concrete (Sidewalk), including neat removal of existing sidewalk and proper disposal of concrete, per square yard.	SY	384	$ 4.50	$ 1,728.00
5	Remove Concrete (Accessible ramp), including neat removal of existing ramps and proper disposal of concrete, per square yard.	SY	37	$ 9.00	$ 333.00
6	Remove Concrete (Driveway/Alley), including neat removal of existing driveways and alleys and proper disposal of concrete, per square yard.	SY	691	$ 6.75	$ 4,664.25

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
7	Remove Asphalt Paving and/or Stabilized Base, including neat removal of existing paving materials and proper disposal or disposition, per square yard.	SY	24,480	$ 1.89	$ 46,267.20
8	Remove Concrete (Curb and Gutter), including neat removal of existing curb and gutter and proper disposal of concrete, per linear foot.	LF	2,114	$ 4.00	$ 8,456.00
9	Remove Small Signs and/or Small Sign Assemblies, including neat removal of existing small signs and/or assemblies including foundations and proper disposal or disposition, per each sign and/or assembly. All signs removed are to be given to the City of Lubbock Streets Department to salvage.	EA	17	$ 50.00	$ 850.00
10	Remove water well, including plugging and capping of the water well, according to TCEQ standards, and all appurtenances, per each.	EA	1	$ 3,625.00	$ 3,675.00
11	Topsoil (4") (Furnish and Place), including securing necessary sources and royalties, furnishing topsoil; excavation at the source, loading, hauling, stockpiling and placing; watering; rolling; and equipment, labor, materials, tools, and incidentals, by the square yard complete in place.	SY	13,000	$ 0.73	$ 9,490.00
12	Embankment (Roadway), including borrow material as required, placement and density control to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	3,007	$ 4.55	$ 13,681.85
13	Excavation (Roadway), to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	13,765	$ 11.78	$ 162,151.70
14	Excavation (Channel), to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	3,320	$ 5.20	$ 17,264.00
15	Over Excavation, at the unit bid price, of excavation beyond the limits to lines shown in the plans, as directed by the Engineer, to treat or replace deficient subgrade, including subgarade removal and replacement with a suitable material, or approved treatment of unsuitable material, all borrow material, compaction, testing, and all labor and equipment necessary to complete this work, in cubic yards.	CY	200	$ 21.00	$ 4,200.00
16	Flowable Fill, at the unit bid price, of flowable backfill actually installed at the direction of the Engineer. Where the Contractor chooses on his own accord to install flowable fill, payment will not be made directly, but will be subsidiary to the pertinent item(s). The unit price bid includes full compensation for all materials, testing, materials, labor and equipment necessary to complete the work, per cubic yard.	CY	100	$ 100.00	$ 10,000.00
17	Surface Treatment, including surface preparation, furnishing, preparing, hauling and placing Aggregate and Asphalt; removing existing pavement markers and excess aggregate; rolling; cleaning up stockpiles; and equipment, labor, tools and incidentals, as complete in place, per square yard.	SY	61,478	$ 1.23	$ 75,617.94
18	Hot Mix Asphalt Pavement (HMAC)(TY D) (2"), including necessary materials, shaping, density controlled placement, complete and in place, per square yard.	SY	7,524	$ 10.00	$ 75,240.00

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
19	Hot Mix Asphalt Pavement (HMAC)(TY B) (6"), including necessary materials, shaping, density controlled placement, complete and in place, per square yard.	SY	7,524	$ 29.32	$ 220,603.68
20	Hot Mix Asphalt Pavement (HMAC)(ASB) (6")(TEMPORARY PAVING), including necessary materials, shaping, density controlled placement, complete and in place and removal upon completion, per square yard.	SY	12,030	$ 28.49	$ 342,734.70
21	Concrete Paving (Continuously Reinforced)(9"), including necessary materials and placement, complete and in place, per square yard.	SY	53,954	$ 45.44	$ 2,451,669.76
22	Concrete Curb (Mono), including necessary materials, joining, forming, finishing, and placement of monolithic curb with continuously reinforced concrete pavement, complete and in place, per linear foot as measured along the gutter line.	LF	10,609	$ 13.13	$ 139,296.17
23	Concrete Curb (Mono)(Sawtooth), including necessary materials, joining, forming, finishing, and placement of monolithic curb with continuously reinforced concrete pavement, complete and in place, per linear foot as measured along the gutter line.	LF	62	$ 13.84	$ 858.08
24	Concrete Sidewalk (5"), including necessary materials for placement of concrete sidewalks, complete and in place, per square yard.	SY	3,319	$ 31.83	$ 105,643.77
25	Concrete Sidewalk Ramp (In radius - w/ flared sides), including necessary materials for placement of ramps, complete and in place, per each.	EA	25	$ 750.00	$ 18,750.00
26	Concrete Alley Returns and Driveways (6"), including necessary materials for placement of concrete alley returns and driveways, as complete and in place, per square yard.	SY	646	$ 40.38	$ 26,085.48
27	Retaining wall, including necessary materials for placement, complete and in place per square foot.	SF	890	$ 34.43	$ 30,642.70
28	Concrete Riprap (5"), including necessary materials for placement of concrete riprap, including toe wall foundations, curbs, aprons, sloped ramps, etc., complete and in place, per square yard.	SY	1,300	$ 46.59	$ 60,567.00
29	Stone Riprap (Dry)(Protection), including necessary materials for placement of riprap, complete and in place including filter fabric, per cubic yard.	CY	45	$ 50.00	$ 2,250.00
30	Precast Reinforced Concrete Box Culvert (5' x 1'), including necessary materials, furnished and installed, complete and in place including excavation and backfilling, per linear foot.	LF	55	$ 300.91	$ 16,550.05
31	Concrete Safety End Treatment (for 5' x 1' Box), including necessary materials, furnished and installed, complete and in place, per each.	EA	2	$ 2,532.80	$ 5,065.60
32	Erosion Control Mat, including necessary materials and equipment for installation of mat/blanket and establishment of grass from the seed contained within, vegetative watering and weed control, complete and in place, per square foot.	SF	7,850	$ 0.56	$ 4,396.00
33	Adjusting Valve Boxes, including materials, including backfill as required, and for excavation, tools, equipment, labor and incidentals, per each valve adjusted.	EA	13	$ 150.00	$ 1,950.00

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
34	Adjusting Manholes, including materials, including backfill as required, and for excavation, tools, equipment, labor and incidentals, per each valve adjusted.	EA	8	$500.00	$4,000.00
35	Illumination Pole Assembly (TY SA)(40T-8)(.25 KW)S: Payment will be made at the unit price bid per each roadway illumination assembly installed, including furnishing, installing, and testing luminaries, per each.	EA	48	$2,467.50	$118,440.00
36	Drill Shaft (Roadway Illumination Pole)(30" Diameter), including full compensation for excavation; furnishing, placing and removing casing (if necessary); furnishing, processing and recovering slurry (if necessary); pumping; furnishing and placing reinforcing steel; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals, measured by the linear foot of drilled shaft indicated in the plans.	LF	402	$131.25	$52,762.50
37	Conduit (PVC)(SCHD 40) (1.5 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	10,392	$2.99	$31,072.08
38	Conduit (PVC)(SCHD 40) (2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	5,590	$3.41	$19,061.90
39	Elec Conductor (No. 8) (BARE), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	10,392	$0.63	$6,546.96
40	Elec Conductor (No. 6) (INSULATED), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	20,784	$0.89	$18,497.76
41	Elec Service Ty A (240/480) 060 (NS) SS(E) SP(O): This price is full compensation for furnishing and installing paying all fees, permits and other costs, making arrangements with the utility company for all work and materials provided by the utility company, complete in place, per each.	EA	1	$3,360.00	$3,360.00
42	Ground Box Ty A , complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	46	$367.50	$16,905.00
43	Ground Box Ty D , complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	25	$472.50	$11,812.50
44	Ground Box Ty 1 (ITS), complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	2	$3,520.00	$7,040.00

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
45	Conduit (Rigid Metal)(2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating, and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	5	$15.75	$78.75
46	Conduit (PVC)(SCHD 40) (2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating, and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	92	$3.41	$313.72
47	Conduit (PVC)(SCHD 40) (3 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	46	$4.46	$205.16
48	Conduit (PVC)(SCHD 40) (4 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	470	$4.73	$2,223.10
49	Elec Service Ty D (120/240) 060 (NS) SS(E) SP(O): This price is full compensation for furnishing and installing paying all fees, permits and other costs, making arrangements with the utility company for all work and materials provided by the utility company, complete in place, per each.	EA	1	$2,520.00	$2,520.00
50	Small Sign Assemblies, including necessary materials, furnished and installed, complete and in place. The unit price bid shall includes sign, post, concrete base, plaque, accessories, excavation, filling, backfilling, and all incidentals necessary to complete the work, per each sign complete in place.	EA	29	$603.75	$17,508.75
51	Pavement Markings (4")(White)(Broken)(Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	21,078	$0.62	$13,068.36
52	Pavement Markings (8") (White) (LANE DROP) (Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	370	$1.07	$395.90
53	Pavement Markings (4") (Yellow) (Broken) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	7,317	$0.62	$4,536.54

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
54	Pavement Markings (4") (Yellow) (Solid) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	11,062	$0.62	$6,858.44
55	Pavement Markings (8") (White) (Solid) (Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	4,148	$1.07	$4,438.36
56	Pavement Markings (24") (White) (Solid) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	486	$8.14	$3,956.04
57	Pavement Markings (Arrow) (White) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	39	$126.00	$4,914.00
58	Raised Reflectorized Pavement Markers (CL B)(Type I-C-R), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	1,328	$3.68	$4,887.04
59	Raised Reflectorized Pavement Markers (CL B)(Type II-A-A), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	492	$3.68	$1,810.56
60	Traffic Buttons (4")(WHITE), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	687	$2.62	$1,799.94
61	Temporary Raised Reflectorized Pavement Markers (CL B)(Type I-C-R), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	330	$4.73	$1,560.90
62	Temporary Raised Reflectorized Pavement Markers (CL B)(Type II-A-A), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	1,023	$4.73	$4,838.79
63	Temporary Traffic Buttons (4")(WHITE), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, broken markings and stop bars.	EA	1,318	$3.68	$4,850.24
64	Temporary Traffic Buttons (4")(YELLOW), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	4,092	$3.68	$15,058.56
65	Barricades and Traffic Control Devices, including furnishing and installation of materials and removal thereof, per month.	MO	12	$3,150.00	$37,800.00
66	SWPPP / Temporary Erosion Control , including necessary materials and coordination for compliance with storm water regulations and ordinances, furnished and installed, continuously monitored, complete and in place, per lump sum.	LS	1	$28,750.00	$28,750.00

REVISED BID FORM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
67	Irrigation System - (Maintain Existing), includes preserving the integrity and operational capacity of the existing irrigation in the areas adjacent to the Right of Way. Includes repair of the existing system which may be damaged by construction of new sidewalk, removal, relocation and/or replacement of the existing PVC mainline piping that may be affected by the grading work and/or construction, as shown on the plans, paid as lump sum.	LS	1	$ 5,250.00	$ 5,250.00
68	Permanent Seed, including necessary materials and equipment for placement of seed and establishment of grass from the seed, vegetative watering and weed control, complete in place, per square yard.	SY	6,380	$ 3.20	$ 20,416.00
69	Mobilization, including costs associated with move-in related equipment and labor, bid bond, performance and construction bonds, and insurance, per lump sum.	LS	1	$ 362,307.94	$ 362,307.94
SUBTOTAL BASE BID, ITEMS 1-69					$ 4,706,743.71

(In case of discrepancy between the Unit Price and the extended total bid item, the unit price will be taken)

_____ Bidder's Initials

REVISED BID FORM

WATER IMPROVEMENTS – Items 70 through 80

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
70	Mobilization/Demobilization, including insurance, bonds and move-in/move-out related costs, complete, for the lump sum.	LS	1	$5,250.00	$5,250.00
71	Furnish and install heavy polyethylene warning tape with trace wire, complete in place, per linear foot.	LF	185	$0.58	$107.30
72	Furnish and install OSHA approved trench safety system for utility lines as required, per linear foot.	LF	185	$2.63	$486.55
73	Furnish and install 8" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	135	$68.25	$9,213.75
74	Furnish and install 12" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	50	$115.50	$5,775.00
75	Furnish and install 8" gate valve and box, including all appurtenances, complete in place, per each.	EA	3	$1,470.00	$4,410.00
76	12" proposed water line tie-in complete in place, per each	EA	1	$1,785.00	$1,785.00
77	Furnish and install 12" x 8" tapping sleeve and associated appurtenances, complete in place, per each.	EA	3	$3,570.00	$10,710.00
78	Furnish and install fire hydrant, complete in place, per each	EA	1	$3,675.00	$3,675.00
79	Furnish and install 8" plug, complete in place, per each	EA	2	$315.00	$630.00
80	Furnish and install 12" plug, complete in place, per each	EA	1	$472.50	$472.50
SUBTOTAL BASE BID, ITEMS 70-80					$ 42,515.10

(In case of discrepancy between the Unit Price and the extended total bid item, the unit price will be taken)

_____Bidder's Initial

REVISED BID FORM

SEWER IMPROVEMENTS – Items 81 through 90

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Amount
81	Mobilization/Demobilization, including insurance, bonds and move-in/move-out related costs, complete, for the lump sum.	LS	1	$ 5,775.00	$ 5,775.00
82	Furnish and install heavy polyethylene warning tape with trace wire, complete in place, per linear foot.	LF	1185	$ 0.58	$ 687.30
83	Furnish and install OSHA approved trench safety system for utility lines as required, per linear foot.	LF	1185	$ 2.63	$ 3,116.55
84	Tie-in existing sanitary sewer line, complete in place, per each.	EA	1	$ 2,100.00	$ 2,100.00
85	Furnish and install standard coated or fiberglass manhole (0-6' depth), complete in place, per each.	EA	2	$ 9,975.00	$ 19,950.00
86	Furnish and install extra depth to standard coated or fiberglass manhole, complete in place, per vertical foot.	VF	30	$ 630.00	$ 18,900.00
87	Furnish and install 8" SDR 21 PVC sanitary sewer line (18-22' depth), complete in place, per linear foot.	LF	120	$ 94.50	$ 11,340.00
88	Furnish and install 8" SDR 21 PVC sanitary sewer plug, complete in place, per each	EA	3	$ 420.00	$ 1260.00
89	Furnish and install 18" SDR 21 PVC sanitary sewer line (18-22' depth), complete in place, per linear foot.	LF	205	$ 120.75	$ 24,753.75
90	Furnish and install 21" SDR 21 PVC sanitary sewer line (18-22' depth), complete in place, per linear foot.	LF	860	$ 162.75	$ 139,965.00
91	Furnish and install 18" SDR 21 PVC sanitary sewer plug, complete in place, per each	EA	2	$ 630.00	$ 1260.00
SUBTOTAL BASE BID, ITEMS 81-91				$ 229,107.60	

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

SUBTOTAL BASEBID - ROADWAY (ITEMS 1-69)	$ 4,706,743.54
SUBTOTAL BASEBID - WATER (ITEMS 70-80)	$ 42,515.10
SUBTOTAL BASEBID - SEWER (ITEMS 81-91)	$ 229,107.60
OVERALL TOTAL	$ 4,978,366.44

AB Bidder's Initial

REVISED BID FORM

Bidder 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 **TWO HUNDRED SIXTEEN (216) WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **ONE THOUSAND AND FORTY DOLLARS $1,040** 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.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of THIRTY (30) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder 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 bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders 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 bid 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 bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

AB Bidder's Initial

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of 5% Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid 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 bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Bidder is a Corporation)

ATTEST:

Marilyn Butler
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 2-13-2012
Addenda No. 2 Date 2-22-2012
Addenda No. 3 Date 2-27-2012
Addenda No. _____ Date _____

Date: 2-29-12

Allen Butler
Authorized Signature

Allen Butler
(Printed or Typed Name)

Allen Butler Const., Inc
Company

24 S Lakeshore Drive
Address

Ransom Canyon, Lubbock
City, County

Texas, 79366
State Zip Code

Telephone: 806 - 745-7498
Fax: 806 - 754-7577

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2602051

EMAIL: tgilmore@allenbutler.net

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

City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number	92228
Capital Project Name	Frankford Avenue - 98th Street to 114th Street

	Budget
Encumbered/Expended	
Traffic Engineering	$ 10,102
Right of Way Expenditures	14,126
Bid Cost	529
City of Lubbock Staff Time	23,894
Agenda Item April 10, 2012	
Allen Butler Construction Contract	4,978,366
Encumbered/Expended To Date	5,027,017
Estimated Costs for Remaining Appropriation	
City of Lubbock Staff Time	85,000
Construction	3,263,983
Remaining Appropriation	3,348,983
Total Appropriation	$ 8,376,000

Project Name **Frankford Avenue - 98th St to 114th St** *Project Number* **92228**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Construction of a T-2 thoroughfare with six travel lanes and a continuous left turn lane. The project includes concrete pavement construction, full width concrete intersections at 98th and 114th Streets, traffic signals, street lighting, and necessary drainage features.

Project Justification

The development and traffic demands continue to grow in this area. The existing strip paving is in poor condition and requires additional maintenance with the increased traffic loads.

Project History

$8,376,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Project Amount
Construction	8,376,000	0	0	0	0	0	0	8,376,000
Total Project Appropriation	8,376,000	0	0	0	0	0	0	8,376,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Funding
FY 2008 Gateway Streets Revenue CO's	765,695	0	0	0	0	0	0	765,695
FY 2009 Gateway Streets Revenue CO's	7,446,648	0	0	0	0	0	0	7,446,648
FY 2010 Gateway Streets Revenue CO's	163,657	0	0	0	0	0	0	163,657
Total Funding Sources	8,376,000	0	0	0	0	0	0	8,376,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Regular City Council Meeting **5. 8.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Contract 10730 with Parkhill, Smith & Cooper, Inc., for construction phase services for the Northwest Lubbock Drainage Improvements Project.

Item Summary

In November 2009, the City Council executed a professional services contract with Parkhill, Smith & Cooper for design services for the Northwest Lubbock Drainage Project. The project provides various levels of flood protection for areas between Maxey Park at Quaker Avenue and 28th Street and Fiesta Plaza at Canyon Lakes. The project benefits the Maxey Park area, the Arnett-Benson neighborhood, and the areas around Playa Lakes 71 (North Wal-Mart), 47 (North Loop 289 & Slide Road), 46 (4th Street & Quaker Avenue), and 45 (Higginbotham Park). All of these lakes will eventually be tied into the storm sewer and the project will ultimately remove over 1,250 structures from the mapped floodplain designation.

On March 6, 2012, the City Council awarded the construction contract for Phase 1 to Utility Contractors of America, Inc. Phase 1 consists of 2.3 miles of storm sewer ranging in size from 78-inch diameter pipe to 10-foot by 10-foot storm sewer box, one storm water sampling station, channel grading and earthwork for interception and storage of playa lake overflow, one inlet structure, and street re-grading and paving. The limits of Phase I extend between Fiesta Plaza (Canyon Lakes) and the intersection of Quaker Avenue and Erskine Street.

The contract for construction phase services allows Parkhill, Smith & Cooper to oversee the construction progress to ensure the construction complies with the plans and specifications. In addition, the consultant team will review contractor submittals and perform density testing to ensure proper compaction in accordance with the plans and specifications.

Fiscal Impact

$36,450,000 is appropriated in Capital Improvement Project No. 92174, Northwest Lubbock and Maxey Park Project, with $2,399,640 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution
Contract
Budget Detail - 92174
CIP Detail - 92174

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, an Agreement for Engineering Services for the Northwest Lubbock Drainage Improvements Project, Phase 1, by and between the City of Lubbock and Parkhill, Smith & Cooper, 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

_____
Michael G. Keenum, P.E., Storm Water Engineer

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

gs:ccdocs/RES.Agrmt-PS&C,Northwest Lubb Drainage Improvemnts Proj
3.27.12

AGREEMENT
FOR
ENGINEERING SERVICES
(CONSTRUCTION PERIOD SERVICES)

THIS AGREEMENT, between the City of Lubbock, Texas (hereinafter referred to as Owner) and Parkhill, Smith & Cooper, Inc., with principal offices at 4222 85th Street, Lubbock, Texas 79423 (hereinafter referred to as Engineer):

WITNESSETH:

WHEREAS, Owner intends to construct storm water drainage facilities from Yellowhouse Draw at Canyon Lake No. 2 to the vicinity of North Quaker Avenue and Erskine Street with such construction designated as the Northwest Lubbock Drainage Improvements Project, Phase 1 (hereinafter referred to as the project); and

WHEREAS, Owner requires certain professional engineering and construction materials testing services in connection with the Project (hereinafter referred to as the Services) for the construction period; and

WHEREAS, Engineer is prepared and has the ability to provide such Services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be_____.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 3 - COMPENSATION
Owner shall pay Engineer for Basic Engineering Services in accordance with Attachment B, Compensation, which is attached hereto and incorporated by reference as part of this Agreement, and compensation for Basic Construction Period Services shall not exceed $ 2,399,640.00 without formal, additional authorization by City Council.

ARTICLE 4 - STANDARD OF CARE
Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional engineer under similar circumstances at the same time and in the same locality.

ARTICLE 5 - LIMITATIONS OF RESPONSIBILITY
Engineer shall not be responsible for actual means, methods, techniques, sequences, procedures or safety precautions and programs used in connection with the Project by others. Engineer shall assist

the Owner in the administering of its contracts with any vendor or other Project participant in order to fulfill contractual or other responsibilities to the Owner or to comply with federal, state and local laws, ordinances, regulations, rules, codes, orders, criteria and standards.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinion of cost shall be made on the basis of qualifications and experience as a professional engineer.

Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualifications and experience as a professional engineer. Engineer cannot and does not guarantee that proposals, bids or actual Project costs will not vary from his opinions of cost or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, Owner and Engineer agree to allocate such liabilities in accordance with this Article 7. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

7.2 Indemnification. Engineer agrees to defend, indemnify and hold Owner, its elected officials, officers, employees, and independent contractors whole and harmless against all claims for damages, costs and expenses of persons or property that may arise out of, or be occasioned by, or from, any negligent act, error or omission of Engineer; or that of any agent, servant or employee of Engineer in the execution or performance of this Contract. The indemnity provided herein shall survive the expiration or termination of this Agreement for a period not to exceed three years.

7.3 Defense of Claims. In the event an action for damages is filed in which negligence is alleged on the part of Owner and/or Engineer, Engineer agrees to defend Owner. In the event Owner accepts Engineer's defense, Owner agrees to indemnify and reimburse Engineer to the fullest extent permitted by law on a pro rata basis for all expenses of defense. Owner also agrees to indemnify and reimburse Engineer to the fullest extent permitted by law on a pro rata basis for any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of negligence or, in the absence of such determination, by mutual agreement.

7.4 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees to the extent permitted by law.

7.5 Other Project Indemnities. Indemnity provisions shall be incorporated into all Project contractual arrangements entered into by Owner and shall protect Owner and Engineer to the same extent.

7.6 Survival. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

7.7 Dispute Resolution. Owner 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, Owner 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 8 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of its own performance and that of its subcontractors, agents and employees. Owner shall have no right to supervise the methods used, but Owner shall have the right to observe such performance. Engineer shall work closely with Owner in performing Services under this Agreement.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements, including federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall possess the licenses necessary to allow Engineer to perform the Engineering Services. Engineer shall not be responsible for procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - INSURANCE

Prior to the time Engineer is entitled to commence any part of the Services under this Agreement, Engineer shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting surplus lines requirements of Texas law and acceptable to Owner. The insurance shall be evidenced by delivery to Owner of one (1) certificate of insurance, executed by the insurer, listing coverage and limits, expiration date and term of policy, and certifying that the insurer is licensed to do business in Texas or meets the surplus lines requirements of Texas law, or by delivery to Owner of a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

A. General Liability:
Engineer's insurance shall contain broad form contractual liability with a combined single limit of a minimum of $1,000,000 each occurrence and in the aggregate and shall include the following:
- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and complete operations

B. Business Automobile Liability:
Engineer's insurance shall contain a combined single limit of at least $500,000 per occurrence, and include coverage for, but not limited to, the following:
- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Worker's Compensation and Employers Liability Insurance:
Engineer shall elect to obtain workers' 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. Any termination of workers' compensation insurance coverage by Engineer or any cancellation or non-renewal of workers' compensation insurance coverage for the Engineer shall be a material breach of this Agreement. 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.

Employer's Liability with limits of at least $1,000,000 each accident, $1,000,000 by disease policy limit, and $1,000,000 by disease each employee shall also be obtained and maintained throughout the term of this agreement.

D. Other Insurance Requirements
Engineer's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described must reflect that the above working is included in evidenced policies.

E. Professional Liability Insurance (including errors and omissions) with minimum limits of $1,000,000 per claim.

Engineer shall furnish owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner.

ARTICLE 11 - OWNER'S RESPONSIBILITIES
Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities, which is attached hereto and incorporated by reference as part of this Agreement. For purposes of this Agreement, Owner may act through its governing body or through authorized administrative officials.

ARTICLE 12 - REUSE OF DOCUMENTS
All documents, including drawings, specifications and computer software, prepared by Engineer pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer.

ARTICLE 13 - AMENDMENT, TERMINATION AND STOP ORDERS

This Contract may be altered or amended only by mutual written consent of both parties hereto and may be terminated by the Owner at any time by written notice to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Contract. The Engineer shall submit a statement showing in detail the work performed under this Contract to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee which applies to the work actually performed under this Contract, less all payments that have been previously made. Thereupon, copies of all completed work accomplished under this Contract shall be delivered to the Owner.

The Owner may issue a Stop Work Order to the Engineer at any time. Upon receipt of such order, the Engineer is to discontinue all work under this Contract and cancel all orders pursuant to the Contract, unless the Stop Work Order otherwise directs. If the Owner does not issue a Restart Order within 60 days after receipt by the Engineer of the Stop Work Order, the Engineer shall regard this Contract terminated in accordance with the foregoing provisions.

ARTICLE 14 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by Owner to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of Owner or in response to legal process.

ARTICLE 15 - NOTICE

Any notice, demand or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Engineer: Parkhill, Smith & Cooper, Inc.
ATTN: Robert P. McMillen, P.E.
4222 85th Street
Lubbock, Texas 79423

To Owner: City of Lubbock
ATTN: Michael Keenum, P.E.
P.O. Box 2000
Lubbock, Texas 79457-0001

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither Owner nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces"

shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, construction Contractor default or abandonment, failure on the part of the construction Contractor to otherwise pursue construction of the project, legislative actions, Owner-directed changes to design criteria or scope services once criteria and scope have been agreed upon, Owner-directed changes to plans after plans have been reviewed and approved (including partial submittal progress reviews), inability to procure permits, licenses or authorizations from any state, local or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or Owner to prevent, settle or otherwise avoid a strike, work slowdown or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. Any suit brought to enforce any provision of this Agreement or for construction of any provision thereof shall be brought in Lubbock County, Texas.

ARTICLE 18 - MISCELLANEOUS

18.1 Nonwaiver. A waiver by either Owner or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18.2 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 22 - SUBCONTRACTORS

No work herein called for by the Engineers shall be subcontracted to a subcontractor who is not acceptable to the Owner or assigned without prior written approval of the Owner. The Engineer shall require subcontracts to conform to the applicable terms of this Contract and include provisions which require subcontractor compliance with Owner's Rules.

ARTICLE 23 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

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

CITY OF LUBBOCK

TOM MARTIN, MAYOR

APPROVED AS TO CONTENT:

Marsha Reed, P.E., Chief Operations Officer

ATTEST

Rebecca Garza, City Secretary

Michael G. Keenum, P.E., Storm Water Engineer

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

PARKHILL, SMITH & COOPER, INC.

By: Robert Holly Holder
Robert H. (Holly) Holder, P.E.
Principal

ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Northwest Lubbock Drainage Improvements Project Phase 1

A DESCRIPTION OF SCOPE OF SERVICES

The scope of services for this project is as follows: Work will not proceed until Owner has authorized Engineer in writing to proceed.

I. DEFINED TERMS

A. Wherever used in this Agreement (including Attachments hereto), the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. Application for Payment—The form acceptable to Engineer which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
4. Bidding Documents—The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
5. Change Order—A document recommended by Engineer which is signed by Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
6. Construction Agreement—The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and Contractor concerning the Work.
7. Construction Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work.
8. Continuous Observation—Observation of construction on a basis that is sufficient to reasonably assure substantial compliance with the plans and specifications and is considered continuous as opposed to intermittent observation. Personnel performing continuous observation are not required to be on a specific site 100 percent of the time, but may leave a specific site for indefinite periods of time to observe other sites, observe other portions of project work, perform other

assignments, or leave the site if no work is being performed that, in the opinion of the Engineer, requires observation.

9. Continuous Presence—See Continuous Observation.
10. Contract Documents—Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Special Provisions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. Construction Contract Times—The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
12. Contractor—An individual or entity with whom Owner enters into a Construction Agreement.
13. Correction Period—The time after Substantial Completion during which Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
14. Defective—An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
15. Documents—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
16. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by contractor. Shop Drawings are not Drawings as so defined.
17. Effective Date of the Construction Agreement—The date indicated in the construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
18. Engineer's Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.

19. Field Order—A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
20. General Conditions—That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
21. Intermittent Observation—Observation of construction on a basis such that specific milestones of construction progress are observed for substantial compliance with the plans and specifications prior to beginning work toward the next milestone. An example is checking steel reinforcement placement prior to concrete being placed, but not being on-site continuously while the reinforcement is being assembled.
22. Intermittent Presence—See Intermittent Observation.
23. Record Drawings—The drawings as issued for construction on which the Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
24. Resident Project Representative—The authorized representative of Engineer, assigned to assist Engineer at the Site during the Construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.
25. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to Engineer to illustrate some portion of the Work.
27. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands furnished by Owner which are designated for use of Contractor.
28. Specifications—that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
30. Special Provisions—That part of the Contract Document's which amends or supplements the General Conditions. Also may be referenced as Special Conditions.
31. Work—The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing,

installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

32. Work Change Directive—A written directive to Contractor issued or on after the Effective Date of the Construction Agreement and signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
33. Written Amendment—A written amendment of the Contract Documents signed by Owner and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

II. BASIC CONSTRUCTION PERIOD SERVICES

A. Upon award of a construction contract to a Contractor, and upon written authorization from Owner, Engineer shall:

1. General Administration of Construction Contract—Consult with Owner and act as Owner's representative as authorized by Owner.
2. Resident Project Representative (RPR)—Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in this Agreement. The furnishing of such RPR's services will not extend Engineer's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. Pre-Construction Conference—Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
4. Visits to Site and Observation of Construction--In connection with observations of Contractor's work in progress while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations,

Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. Engineer 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 Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer 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.

5. Defective Work--Recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Clarifications and Interpretations; Field Orders--Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Change orders and Work Change Directives--Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. Shop Drawings and Samples--Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety, precautions and programs incident thereto.
9. Substitutes and "or-equal--"Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. Inspections and Tests--Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.
11. Disagreements between Owner and Contractor--Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of Contractor's

work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

12. Applications for Payment--Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

13. Contractor's Completion Documents.

    a. Receive and review maintenance and operating instructions, schedules, and guarantees.
    b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
    c. Engineer shall transmit these documents to Owner.

14. Substantial Completion--Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. The certificate of Substantial Completion shall not be issued so long as major items of Work remain to be completed. Normally, only minor "punch list" items that do not affect the function of the Work can remain when a substantial completion certificate is issued.
15. Final Notice of Acceptability of the Work--Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the

recommendation for final payment, Engineer shall also provide "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. Such notice shall not be issued until all items of the Work, including "punch list" items, are satisfactorily completed.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and subsequent notice to proceed from Owner to Engineer, and will terminate upon written recommendation by Engineer for final payment to Contractors and subsequent delivery of record drawings to Owner. In no case shall the duration of the construction phase exceed the duration in Attachment A without modification of the professional services agreement and schedule.

C. Limitation of Responsibilities. Engineer 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 any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

D. Resident Project Representative

This section of the Agreement defines the duties, responsibilities and limitations of authority of Resident Project Representative.

1. Engineer shall furnish Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work.
2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. The duties and responsibilities of the RPR are limited to those of Engineer in this Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:

    a. General: RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner

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 Owner with the knowledge of and under the direction of Engineer.

b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

c. 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.

d. Liaison:
   1) Serve as engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
   2) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

e. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

f. Shop Drawings and Samples.
   1) Record date of receipt of Samples and approved Shop Drawings.
   2) Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
   3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

g. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

h. Review of Work and Rejection of Defective Work:
   1) Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
   2) Report to Engineer 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 prejudice the integrity of the design concept of the completed 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 Engineer 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.

i. Inspections, Tests, and System Startups:
   1) Consult with Engineer in advance of scheduled major inspections and tests of important phases of Work.

2) Verify that tests, equipment, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

3) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

j. Records:

1) Maintain at the Site or at PSC offices orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

2) 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, Work Change Directives, 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 Engineer.

3) Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

4) Maintain records for use in preparing Project documentation.

5) Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

k. Reports:

1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2) Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

3) Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

4) Report immediately to Engineer the occurrence of any Site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

l. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

m. 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 Engineer for review and forwarding to Owner prior to payment for that part of the Work.

n. Completion:
   1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
   2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
   3) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
   4) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

o. Resident Project Representative shall not:
   1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
   2) Exceed limitations of Engineer's authority as set forth in this Agreement or the Contract Documents.
   3) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
   4) Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
   5) Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
   6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
   7) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
   8) Authorize Owner to occupy the Project in whole or in part.

E. Frequency of Construction Observation and Coordination

1. The frequency of construction observation and coordination is dependent on the Contractor's schedule, type of operation being performed, demonstrated quality of work, compliance with the plans and specifications, and site conditions.
2. The Engineer shall perform continuous or intermittent observation, as the Contractor's quality of work dictates, of the following typical construction activities expected for the Project:

    a. Laying of storm sewer conduits and adjacent trench backfilling.
    b. Grouting of storm sewer conduits in tunnels.
    c. Tunneling operations for tunnel excavation and tunnel grouting where direct push or unlined two-pass methods are used.
    d. Placement of concrete.
    e. Placement of concrete erosion mats.
    f. Placement of street flexible base and asphalt stabilized base.
    g. Placement of hot-mix asphaltic-cement concrete pavement.
    h. In-place storm sewer pipeline watertightness and leakage tests.
    i. Preparation of surface for range seeding and sod placement to include fertilizer application to subgrade.
    j. Range seeding operations to include placement of seed.
    k. Storm water sampling station construction from pipe sampling ports up through the floor slab elevation and floor slab placement. Includes excavation.
    l. Anchoring of rings and covers on specified manholes.

3. The Engineer shall perform intermittent observation of the following typical construction activities expected for the project:
    a. Construction materials field tests for density of soils, density of hot-mix asphalt pavement, compressive strength of concrete, air content of concrete, slump of concrete, and other such types of field testing called for in the Contract Documents. Construction materials field tests will be performed by Engineer in accordance with detailed tasking.
    b. Headwall construction involving excavation phase, subgrade preparation, reinforcing steel placement, formwork and backfill.
    c. Inlet construction involving excavation phase, subgrade preparation, reinforcing steel placement, formwork, and backfill.
    d. Construction, field testing and operational testing of check valve structures. Includes excavation and backfill.
    e. Fence repair and construction.
    f. Solid sod placement for areas receiving sod.
    g. Construction of storm water sampling station above station floor elevation. Includes backfill.
    h. Manhole construction of non-watertight manholes.
    i. Setting and anchoring of grates.
    j. Temporary items such as:
        1) Traffic control devices.

2) Storm water pollution prevention devices.
3) Cofferdams.
4) Temporary facilities and controls.
5) Project cleanup.

k. Pipe joint leakage tests and strength tests at manufacturer's facilities.

l. Painting and other field-applied finishes.

m. Portland cement concrete pavement and curb-and-gutter subgrade, formwork, applicable dowels and finishes.

n. Tunneling operations for tunnel excavation and tunnel grouting where primary tunnel liner methods are used or geology is such that allow intermittent observation and confirmation.

F. Post-Construction Period Services

1. Record Drawings. Prepare record drawings from information and drawing markups supplied by Contractor.

G. Deliverables

1. One reproducible set of record drawings delivered to Owner.
2. One non-reproducible set of record drawings delivered to Owner.
3. GIS shape files of system layout.
4. Compact discs containing the electronic files of the record drawings delivered to Owner.
5. One set of RPR inspection logs delivered to Owner.
6. Owner copies of Contractor submittals.

H. Supplemental Construction Period Services

None.

III. ADDITIONAL SERVICES

A. At the request of the Owner, the Engineer will provide Additional Services as included herein or upon agreement between Owner and the Engineer defining the extent of such Additional Services and the amount and manner in which Engineer will be compensated for such Additional Services.

B. Additional Services may include but are not limited to:

1. Providing construction, property or other special field surveys.
2. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

C. Any work requested by the Owner that is not included in one of the items listed in any other place will be classified as Additional Services.

D. Additional services may be authorized by a notice-to-proceed in writing from the City Engineer and addressed to the Engineer.

ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Northwest Lubbock Drainage Improvements Project, Phase 1

COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES
For these services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

A. GENERAL

1. The Engineer will be paid on an hourly rate basis shown in Table B-1 and subcontract personnel services will be billed at cost. Engineer and subcontractor reimbursable expenses will be billed at cost plus 15 percent surcharge. Reimbursable expenses are shown in Table B-1.
2. The Engineer agrees to use its best efforts to perform services as defined herein within the billing limits stated below.
3. It is understood and agreed that the maximum billings of each of the items listed below are based on the start of Services being authorized not later than July 1, 2012 and are also contingent on the construction Contractor's diligent prosecution of the Work. If start of Basic Services is not authorized by date given, it is understood and agreed that the upper billing limit will be adjusted accordingly by a supplement to this Agreement.
4. Monthly payments shall be made to the Engineer by the Owner based on Engineer's statement. The statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs.
5. The uncontested amount of each statement shall be due and payable upon receipt by the Owner. Carrying charges of 1-1/2 percent per month from the billing date shall be due for accounts that are not paid within 60 days after the billing date.
6. The Engineer shall keep records on the basis of generally accepted accounting practices of costs and expenses and which records shall be available for inspection by Owner during normal business hours.
7. The Engineer shall provide adequate resources to complete the services described herein within 28 months of the date of the Owner's notice-to-proceed to the Engineer, provided the construction Contractor completes the project within a 24-month construction period starting with a notice-to-proceed to the Contractor. The attached schedule can be adjusted based on the actual date of the Owner's notice-to-proceed and subsequent time extensions given to Contractor.
8. The Engineer has made reasonable effort to predict the effort and compensation for services, taking into account the term of the agreement and the Owner's available, authorized current budget as of the effective date of the agreement.

The Engineer and Owner recognize that effort and rate of compensation are dependent on the construction Contractor's progress of the work in accordance with plans, specifications, and approved variations therefrom. Upon notification by the Engineer that additional funding will be required to complete the scope of services or schedule, the Owner's representative shall pursue and complete an amendment to the agreement providing for additional funds, or time, or both. Should the Owner fail to provide the additional funds, or time, or both, then Engineer may terminate this agreement at the point at which funding is exhausted, should such exhaustion occur prior to completion of project construction and/or project post-construction activities.

B. BASIC ENGINEERING SERVICES

1. The maximum billed for Basic Engineering Services including personnel services and reimbursable expenses for the Engineer and Subcontractors is shown as follows:

	Basic Personnel Services	Basic Reimbursable Expenses
Parkhill, Smith & Cooper, Inc.	$ 1,682,380.00	$ 57,736.00
Hugo Reed and Associates, Inc.	$ 90,158.00	$ 7,966.00
Terra Testing, Inc.	$ 366,150.00	$ 27,375.00
CMT Engineering, Inc.	$ 163,725.00	$ 4,150.00

TOTAL BASIC CONSTRUCTION PERIOD SERVICES NOT TO EXCEED WITHOUT AUTHORIZATION $ 2,399,640.00

1. The Engineer shall start the performance of the Basic Construction Period Services within ten (10) days of receipt of notice to proceed and will complete the Basic Construction Period Services within 28 months, contingent on the construction Contractor's prosecution of the work. A schedule for Basic Construction Period Services is attached.
2. Basic services are for a 24-month construction period.

C. SUPLEMENTAL CONSTRUCTION PERIOD SERVICES

None.

D. ADDITIONAL SERVICES

Additional services must be authorized in writing by the Owner.

1. The maximum billed for Additional Services will be determined by mutual consent before the Additional Services are authorized by the Owner.
2. The Engineer shall start the performance of the authorized Additional Services within ten (10) days of the receipt of notice to proceed and will complete the Additional Services within the time period determined by mutual consent before the Additional Services are authorized by the Owner.

TABLE B-1
PERSONNEL SERVICES RATES
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Northwest Lubbock Drainage Improvements Project, Phase 1

COMPENSATION RATES

Hourly fees listed herein will apply until November 30, 2014. Hourly fees shall be adjusted beyond November 30, 2014 by multiplying the hourly fee by the Consumer Price Index increase published on or after January 1, 2014 and each successive year thereafter.

A. PERSONNEL SERVICES

Category of Personnel	$/HR
Parkhill, Smith & Cooper, Inc.	
Principal-in-Charge	185.00
Project Manager	165.00
Senior Professional Engineer	143.00
Professional Engineer	122.00
Professional Architect	95.00
Engineer-In-Training	103.00
Technician/Designer	91.00
Drafter/CADD Operator	83.00
Clerical/PASS	70.00
Hugo Reed and Associates	
Principal-in-Charge or Officer	150.00
Project Manager	135.00
Senior Engineer	125.00
Professional Engineer	109.00
Engineer-In-Training	90.00
Technician/Designer	75.00
CADD Technician	69.00
Clerical	50.00
Survey Project Manager	75.00
RPLS	125.00
Survey Crew	175.00/day

B. REIMBURSABLE EXPENSES

The following expenses are reimbursable:

1. Travel, subsistence, reproductions, shipping charges, rentals, and incidental costs specific to this project.

ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Northwest Lubbock Drainage Improvements Project, Phase 1

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Access to all maps, drawings, reports, records, audits, annual reports and other data that are available in the files of the Owner and which may be useful in the work involved under this Contract.

2. To the fullest extent permitted by law, secure permission to enter upon public and private property when required in performance of the Engineer's services.

3. Access to existing property, boundary, easement, right-of-way, utility surveys and property descriptions.

4. Full disclosure regarding the Project.

5. A Project Manager fully acquainted with the Project who has authority to approve changes in the Project within the delegated authority of the Project Manager, render decisions promptly, and furnish information in a reasonable time frame. It is recognized that certain changes or decisions will require City Manager and/or City Council approval.

6. Pay all costs for advertising and reproduction incident to advertising public meetings except for those public meetings advertisements which the Engineer is obligated to perform under Basic or authorized Supplemental Services.

7. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.

8. Provide such legal accounting, independent cost estimating and insurance counseling services as may be required for the Project and such auditing services as Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

9. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Project.

10. Cooperate with Engineer in securing preliminary approvals and consensus from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

11. Furnish, or direct Engineer to provide, necessary Supplemental Services as stipulated in Attachment A of this Agreement or other services as required.

12. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.

13. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

15. Bear all costs incident to compliance with the requirements of this Attachment C.

ATTACHMENT D
ENGINEER'S RESPONSIBILITIES

I. The Engineer's responsibilities under this agreement are shown in Exhibit A-1 for Basic Construction Period Services.

II. The Engineer's responsibilities shown in Exhibit A-1 are congruent with the Scope of Services given under Attachment A.

EXHIBIT A-1

BASIC CONSTRUCTION PERIOD SERVICES

TASKING, MAN-HOURS, REIMBURSABLES, AND SUBCONTRACTORS

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION – ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
***BASIC SERVICES*, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1**

File: NWLDIP-CONSTRUCT-HOURS-Ph1-BASIC1 (REV).XLS **EXHIBIT A-1** 16-Mar-12 05:15 PM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Architect		EIT	Technician or Designer	Drafter or CADD Operator	Clerical or PASS	Total Hours	Total Extension ($)
PSC	<<<<<<<<<<< Rates >>>>>>>>>>>	$185.00	$165.00	$143.00	$122.00	$95.00		$103.00	$91.00	$83.00	$70.00		
HR	(Rates herein are projected averages for anticipated 28-month agreement period. See Attachment B for compensation rates)	$150.00	$135.00	$125.00	$109.00			$90.00	$75.00	$75.00	$50.00		
	A. Construction Period Services												
	Prepare for and attend preconstruction conference,												
	Coordination with owner and contractor throughout construction period,												
	Attend monthly progress meetings,												
	Provide RPR's during normal work hours Monday-Saturday as work hours are defined in the specifications												
	1 RPR for up to 10 hours per day, Mon-Fri, for a 24-month construction period												
	1 RPR up to 8 hours per day on Saturdays for a 24-month construction period												
	1 additional RPR part-time as necessary for 24-hour work at tunnels as deemed needed, or needed to cover multiple concurrent work sites (LIMITED)												
	Engineer to supervise staff and make site visits, issue clarifications, recommend correction of defective work, prepare field orders, prepare change orders, provide meeting documentation, recommend work change directives, evaluate or-equal and substitution items, observe field quality control tests, render opinions in case of dispute between owner and contractor, process and forward to owner and contractor progress payment requests, determine quantities to be paid in accordance with specifications, review contractor submittals, review contractor re-submittals, review field quality control tests, maintain daily inspection logs or reports, maintain submittal log, issue substantial completion document when appropriate, issue notice of acceptability of work when appropriate as defined under Basic Services.												
	Provide 1 full-time RPR subject to the time limitations above. Anticipated continuous or intermittent presence as defined in the agreement and dependent on the Contractor's quality of work for the following items.												
	1. Laying of storm sewer pipe and adjacent trench backfilling												
	2. Grouting of storm sewer pipe in tunnels												
	3. Tunneling operations for tunnel excavation and tunnel grouting where direct push or unlined two-pass methods are used.												
	4. Placement of concrete.												
	5. Placement of street flexible base and asphalt stabilized base.												
	6. Placement of hot-mix asphaltic cement concrete pavement.												
	7. In-place storm sewer pipeline watertightness and leakage tests.												
	8. Preparation of ground surface for range seeding and sod placement to include fertilizer application to subgrade.												
	9. Range seeding operations to include placement of seed.												
	10. Storm water sampling station construction from pipe sampling ports up through the floor slab elevation and floor slab placement. Includes excavation.												
	(Continued next page)												

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION -- ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
***BASIC SERVICES*, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1**

File: NWLDIP-CONSTRUCT-HOURS-Ph1-BASIC1 (REV).XLS **EXHIBIT A-1** 16-Mar-12 05:15 PM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Architect		EIT	Technician or Designer	Drafter or CADD Operator	Clerical or PASS	Total Hours	Total Extension ($)
PSC	<<<<<<<<<<< Rates >>>>>>>>>>>	$185.00	$165.00	$143.00	$122.00	$95.00		$103.00	$91.00	$83.00	$70.00		
HR	(Rates herein are projected averages for anticipated 28-month agreement period. See Attachment B for compensation rates)	$150.00	$135.00	$125.00	$109.00			$90.00	$75.00	$75.00	$50.00		
	Provide anticipated intermittent observation of the following items:												
	1. Construction materials field tests for density of soils, density of hot-mix asphalt pavemment, compressive strength of concrete, air content of concrete, slump of concrete, and other such types of field testing called for in the Contract Documents.												
	2. Headwall construction involving excavation phase, subgrade preparation, reinforing steel placement, formwork and backfill.												
	3. Inlet construction involving excavation phase, subgrade preparation, reinforcing steel placement, formwork, and backfill.												
	6. Fence repair and construction												
	7. Solid sod placement for areas receiving solid sod.												
	8. Construction of storm water sampling station above station floor elevation. Includes backfill.												
	9. Manhole construction.												
	10. Setting and anchoring of grates.												
	11. Temporary items such as:												
	a. Traffic control devices												
	b. Storm water pollution prevention control devices.												
	c. Cofferdams.												
	d. Temporary facilities and controls.												
	e. Project cleanup.												
	12. Pipe joint leakage and pipe strength tests at manufacturer's facilities.												
	13. Painting and other field-applied coating finishes.												
	14. Portland cement concrete pavement and curb and gutter subgrade, formwork, applicable dowels, and finishes.												
	15. Tunneling operations for tunnel excavations and tunnel grouting where primary tunnel liner methods are used or geology is such that allow intermittent observation and confirmation.												
	A. Estimate of Man-Hours Exclusive of Submittals												
	Items as listed above except for individual task breakouts as listed below in the subheadings.												
PSC	Prime consultant	72	1,340		1,500			600	6,400		104	10,016	$1,068,900
HRA	Subconsultant	24			400			400			60	884	$86,200

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION – ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
***BASIC SERVICES*, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1**

File: NWLDIP-CONSTRUCT-HOURS-Ph1-BASIC1 (REV).XLS **EXHIBIT A-1** 16-Mar-12 05:15 PM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Architect		EIT	Technician or Designer	Drafter or CADD Operator	Clerical or PASS	Total Hours	Total Extension ($)
PSC	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$185.00	$165.00	$143.00	$122.00	$95.00		$103.00	$91.00	$83.00	$70.00		
HR	(Rates herein are projected averages for anticipated 28-month agreement period. See Attachment B for compensation rates)	$150.00	$135.00	$125.00	$109.00			$90.00	$75.00	$75.00	$50.00		
	B. Estimate of Man-Hours for Submittals												
	Estimate in excess of 2,000 submittals. Majority will be soil compaction density reports and concrete field QC reports performed by testing lab technicians, the Contractor or the City's testing lab. Estimate that 150 submittals will be reviewed for preconstruction concurrence for hot-mix design, concrete design, pipe laying schedule, erosion armor, filter cloth, etc., etc., etc. Estimate that 15% will be re-submittals.												
PSC	Prime consultant		600		1,600			480	200		900	3,780	$424,840
HRA	Subconsultant												$0
	Allowance for 1 calendar months of 24-hour per day, 7-day per week tunneling operations where 24-hour operation is necessary to prevent "sticking" of construction equipment. Man-hours are in addition to man hours above. No duplication with man-hours above. This item estimates the equivalent of one RPR at one site covering increased work time for 2nd shift, 3rd shift Mon-Fri, 3-shift Saturday and 3-shift Sunday work. This RPR is in additon to the two RPR's noted above, just assigned at a tunnel site. If 24-hour tunneling presence is not needed, City Storm Water Engineer can direct Engineer to use this allowance to observe other areas or sites of the work that need RPR observation.												
PSC	Prime consultant		80		80			80	800			1,040	$104,000
HRA	Subconsultant											0	$0
	Allowance for travel and site witness of pipe joint leakage tests and conduit strength tests at manufacturer's facilities. Includes some allowance for retesting or failing tests while still at manufacturer's testing location. Actual time dependent on Manufacturer and Contractor. Brief project team on permissible joint make-up.												
PSC	Prime consultant		96		360						4	460	$60,040
HRA	Subconsultant											0	$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION – ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
***BASIC SERVICES*, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1**

File: NWLDIP-CONSTRUCT-HOURS-Ph1-BASIC1 (REV).XLS **EXHIBIT A-1** 16-Mar-12 05:15 PM

Firm	Task	Prin. or Officer	Proj. Mgr.	Sr. Engr.	Prof. Engr.	Architect		EIT	Technician or Designer	Drafter or CADD Operator	Clerical or PASS	Total Hours	Total Extension ($)
PSC	<<<<<<<<<<< Rates >>>>>>>>>>>	$185.00	$165.00	$143.00	$122.00	$95.00		$103.00	$91.00	$83.00	$70.00		
HR	(Rates herein are projected averages for anticipated 28-month agreement period. See Attachment B for compensation rates)	$150.00	$135.00	$125.00	$109.00			$90.00	$75.00	$75.00	$50.00		
	Develop record drawings from Contractor's information. Plot and deliver to City. Prepare compact discs with record drawing files and deliver to City. Include Miller Park in record drawing development. Estimate average of 2 hours per sheet. Document changes mainly on plan-profile and pipe type sheets. Elevation changes and other changes to inlets to be noted, not re-drawn. No changes at all to SW3P, manhole details, grading details, or TCP sheets. Estimated 110 sheets including Miller Park												
PSC	Prime consultant	2	18		32			32	80	80	2	246	$24,600
HRA	Subconsultant	2	2		12			12		12	2	42	$3,958
		100	2,136	0	3,984	0	0	1,604	7,480	92	1,072	16,468	
	PSC	74	2,134	0	3,572	0	0	1,192	7,480	80	1,010	15,542	94%
	HRA	26	2	0	412	0	0	412	0	12	62	926	6%
												16,468	
	PSC	$13,690	$352,110	$0	$435,784	$0	$0	$122,776	$680,680	$6,640	$70,700	$1,682,380	95%
	HR	$3,900	$270	$0	$44,908	$0	$0	$37,080	$0	$900	$3,100	$90,158	5%
	Total											$1,772,538	

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION -- ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF REIMBURSABLE EXPENSES, WORKSHEET 2
BASIC CONSTRUCTION PERIOD SERVICES

File: NWLDIP-CONSTRUCT-HOURS-PH1-BASIC.XLS

EXHIBIT A-1 10:45 AM 01-Oct-04

	Reimbursable Expenses							Total
PSC	Mileage (Engineers, RPRs)	65,000	Miles	@	$0.555	per mile	($0.555 PER MILE CURRENT 2012 IRS RATE USED FOR BUDGETING	$36,075
HRA		5,000	Miles	@	$0.555	per mile	PURPOSES. INVOICES WILL USE ACTUAL EFFECTIVE IRS-	$2,775
							ALLOWABLE MILEAGE RATES AT TIME OF INVOICE)	
PSC	Blueline prints - misc. drawings (1 set City, 1 set PSC, 1 set HRA)	260	Sheets	@	$2.75	per sheet		$715
HRA		0	Sheets	@	$2.75	per sheet		$0
PSC	8.5 x 11 and 11x 17 Reproductions, misc. (est. 500 sheets per	13,000	Sheets	@	$0.12	per sheet		$1,560
HRA	month for 24 months, 200 per month for HRA, and final logs)	4,800	Sheets	@	$0.12	per sheet		$576
PSC	Toll/cell telephone (est. 24 months at $150/mo. about half that for	1	Project	@	$3,600.00	per project		$3,600
HRA	HRA)	1	Project	@	$1,800.00	per project		$1,800
PSC	Fax (est. 30 pages per month for 24 months, both firms)	720	Pages	@	$1.00	per page		$720
HRA		720	Pages	@	$1.00	per page		$720
PSC	Postage, shipping and delivery, misc. (avg. of postage &	720	Mailings	@	$4.00	per mailing		$2,880
HRA	UPS/FedEx-type service)(est. 30 per mo. For PSC and 10 per mo. For HRA)(for 24 months)	240	Mailings	@	$4.00	per mailing		$960
PSC	CADD charges (record drawings)	180	Hours	@	$8.00	per hour		$1,440
HRA		12	Hours	@	$8.00	per hour		$96
PSC	Plan and spec sets for field and office use during construction	5	sets	@	$275.00	per set		$1,375
HRA	(3 RPR and 2 Engineer)		sets	@	$275.00	per set		$0
PSC	2 sets of plans (1 for city, 1 for HRA)(record drawings)	2	sets	@	$225.00	per set		$450
HRA	(no revision of specifications)	0	sets	@	$0.00	per set		$0
PSC	Mylar for record drawings	1	rolls	@	$330.00	per roll		$330
HRA		0	rolls	@	$0.00	per roll		$0

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION -- ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF REIMBURSABLE EXPENSES, WORKSHEET 2
BASIC CONSTRUCTION PERIOD SERVICES

File: NWLDIP-CONSTRUCT-HOURS-PH1-BASIC.XLS EXHIBIT A-1 10:45 AM 01-Oct-04

	Reimbursable Expenses											Total
PSC	Overnight accomodations for pipe strength and joint test	2	Days	@	$140.00	per Day						$280
HRA	witnessing plus meals	0	Days	@	$140.00	per Day						$0
	(Estimate 12 trips at 3 nights each test, highly dependent on test start time at manufacturer, types of pipe to be tested, and any joint or load failures requiring re-testing)											
PSC	Air travel for pipe strength and joint test witnessing	1	Trips	@	$600.00	per Trip						$600
HRA	(Estimate 8 round trips, highly dependent on test start time at manufacturer, types of pipe to be tested, and any joint or load failures requiring re-testing)	0	Trips	@	$600.00	per Trip						$0
PSC	Car rental for pipe strength and joint test witnessing	2	Days	@	$90.00	per Day						$180
HRA		0	Days	@	$90.00	per Day						$0
PSC	Film and developing of construction photos	0	Rolls	@	$27.00	per Roll						$0
HRA	(estimate 7 rolls per month avg. @ 36 photos per roll for 24 months) (None - digital photos)	0	Rolls	@	$27.00	per Roll						$0
	Subtotals for Worksheet 2 -- Basic Design Services											
	PSC											$50,205
	HRA											$6,927
	w/ Contract multiplier for reimbursables = 1.15										Total	$65,702

Basic Construction Period Services - Worksheet 1 (Labor)	$1,772,538
Basic Construction Period Services - Worksheet 2 (Reimbursable Expenses)	$65,702
Construction Materials Testing Subconsultant - Terra Engineers	$393,525
Construction Materials Testing Subconsultant - CMT Engineering	$167,875
Total Estimated Basic Construction Period Services	$2,399,640

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION -- ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC SERVICES, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1

CONSTRUCTION MATERIALS TESTING SUBCONSULTANTS

File: NWLDIP-Construct-Test Subs-Ph1-Basic1 CMT Engrg (REV).xls **EXHIBIT A-1** 4:30 P.M. 16-Mar-12

Subconsultant Expenses	Qty	Unit		Unit price			Line Total	Total
Construction Materials Testing (subconsultant - CMT Engineering)								
Professional Engineer	340	Hour	@	$ 165.00			$ 56,100	
Engineering Technician (minimum 2-hour trip charge)	600	Hour	@	$ 55.00			$ 33,000	
Engineering Technician (overtime and weekend rate) (minimum 2-hour trip charge)	180	Hour	@	$ 65.00			$ 11,700	
Soils								
Moisture Density Relationship (Standard Proctor ASTM D698) (4-inch mold)	12	Each	@	$ 165.00			$ 1,980	
Moisture Density Relationship (Standard Proctor ASTM D698) (6-inch mold)	12	Each	@	$ 220.00			$ 2,640	
In-Place Density Nuclear (minimum charge for three per trip) (subgrade and flex base)	36	Each	@	$ 25.00			$ 900	
Atterberg Limits	20	Each	@	$ 75.00			$ 1,500	
Wet Ball Mill	12	Each	@	$ 250.00			$ 3,000	
Bar linear shrinkage	12	Each	@	$ 55.00			$ 660	
Moisture content	20	Each	@	$ 10.00			$ 200	
Flex base depth check	30	Each	@	$ 50.00			$ 1,500	
Gradation (dry)	20	Each	@	$ 55.00			$ 1,100	
Concrete								
Making Compression Cylinders (ea) (4 min) (including breaks)	24	Each	@	$ 30.00			$ 720	
Making Flexural Beams (ea) (4 min) (including breaks)	12	Each	@	$ 60.00			$ 720	
Entrained Air	8	Each	@	$ 35.00			$ 280	
Slump	8	Each	@	$ 25.00			$ 200	
Temperature	8	Each	@	$ 5.00			$ 40	
Concrete Cores (up to 4 inches)	1	Each	@	$ 110.00			$ 110	
Additional inches concrete cores exceeding 4 inches	12	Inches	@	$ 20.00			$ 240	

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION – ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC SERVICES, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1

CONSTRUCTION MATERIALS TESTING SUBCONSULTANTS

File: NWLDIP-Construct-Test Subs-Ph1-Basic1 CMT Engrg (REV).xls **EXHIBIT A-1** 4:30 P.M. 16-Mar-12

Subconsultant Expenses	Qty	Unit		Unit price			Line Total	Total
Asphalt								
Magnesium soundness	5	Each	@	$ 330.00			$ 1,650	
Sodium soundness	5	Each	@	$ 330.00			$ 1,650	
Flat and elongated	5	Each	@	$ 110.00			$ 550	
Crushed face count	5	Each	@	$ 85.00			$ 425	
Asphalt content (Ignition)/Gradation	35	Each	@	$ 165.00			$ 5,775	
Asphalt Core Thickness	35	Each	@	$ 11.00			$ 385	
Marshall Lab Density (set of 3)	35	Each	@	$ 140.00			$ 4,900	
Marshall Stability/Flow (set of 3)	35	Each	@	$ 140.00			$ 4,900	
Maximum Theoretical Density / Rice Gravity (GR)	35	Each	@	$ 140.00			$ 4,900	
In place density (from cores) (Ga)	35	Each	@	$ 35.00			$ 1,225	
Ashalt Core (up to 3 inches)	35	Each	@	$ 65.00			$ 2,275	
Additional inches asphalt cores	100	Inches	@	$ 15.00			$ 1,500	
Other								
Mileage	5,000	Mile	@	$ 0.65			$ 3,250	
Reproduction	6,000	Sheet	@	$ 0.15			$ 900	
Allowance for additional tests (tests in excess of quantities listed, uncertainty of Construction Contractor's schedule and operations, tests to resolve disputes, etc.)	1	Project	@	$ 17,000.00			$ 17,000	$167,875
For tests not specifically listed herein, test charges will be in accordance with the attached schedule of testing charges.								

CONSTRUCTION MATERIALS TESTING
FEE SCHEDULE

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

CMT Engineering

Client: Parkhill, Smith & Cooper, Inc.
Project: Northwest Lubbock Drainage Improvements Phase 1
Date: 2/27/2012

Laboratory Tests	
Soils / Aggregates / Base	
Standard Proctor (4" mold)	$ 165.00
Standard Proctor (6" mold)	$ 220.00
Modified Proctor (4" mold)	$ 220.00
Modified Proctor (6" mold)	$ 275.00
Bulk Gravity / Moisture Correction	$ 55.00
Tex 113-E	$ 275.00
Tex 114-E	$ 275.00
Atterburg Limits	$ 75.00
Classification of soils (inc washed grad)	$ 85.00
Dry Gradation	$ 55.00
Washed Gradation	$ 80.00
Moisture content	$ 10.00
Soil Cement Series	$ 1,350.00
Wet Ball Mill	$ 250.00
Bar Linear Shrinkage	$ 55.00
Magnesium Soundness	$ 330.00
Sodium Soundness	$ 330.00
L.A. Abrasion	$ 330.00
Flat and Elongated	$ 110.00
Crushed Face Count	$ 85.00
Decant	$ 85.00
Deleterious	$ 85.00
Resistivity	$ 385.00
Sand	
Fineness Modulus	$ 75.00
ASR- Acid Insoluble Residue	$ 385.00
Inorganic Impurities -Color Test	$ 110.00
Sand Equivalent	$ 110.00
	$ -
Concrete	$ -
Concrete Mix Design	$ 550.00
C1260 / 1567	$ 1,100.00
Concrete Laboratory Trial Batch	$ 275.00

Laboratory Tests	
Hot Mix	
Asphalt Content (Ignition) / Gradation	$ 165.00
TxDOT Gyratory (set of 3)	$ 165.00
Marshal Lab Density (set of 3)	$ 140.00
Marshal Stability / Flow (set of 3)	$ 140.00
Max Theoretical Density / Rice Gravity (Gr)	$ 140.00
Core Thickness Test	$ 11.00
In Place Density (from cores) (Ga)	$ 35.00
Hot Mix Design	$ 2,450.00
Hamburg Wheel Tracking	$ 550.00
Boil Test	$ 110.00
Abson Recovery W extraction	$ 275.00
Asphalt Pen	$ 85.00
Asphalt Elastic Recovery	$ 300.00
Viscosity	$ 85.00
DSR	$ 165.00
Field Testing*	
Nuclear Field Density (3 min)	$ 25.00
Field Resistivity Wenner Four Point	$ 1,100.00
Flex Base depth Check	$ 50.00
Asphalt Core (up to 3") Additional $15 per inch	$ 65.00
Asphalt Thin lift nuclear gauge (hrly)	$ 25.00
Slump	$ 25.00
Entrained Air	$ 35.00
Temperature	$ 5.00
Fresh Concrete Unit Weight	$ 35.00
Making Cylinders (ea) (4 min) Incld breaks	$ 30.00
Making Flexural Beams (ea) (4 min) incld breaks	$ 60.00
Concrete Cores (up to 4") Additional $20 per inch	$ 110.00
Technician / Engineering	
Technician Hourly (Two hour minimum)	$ 55.00
Technician Over Time Hourly**	$ 65.00
Professional Engineering Hourly	$ 165.00
Mileage	
Vehicle (per mile)	$ 0.65

* Field testing is billed in addition to Tech hourly rates

** Technician over time will be applied when a technician's time exceeds 8 hours in one day and on weekends.

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES FOR STORM DRAINAGE CONSTRUCTION -- ENGINEER'S RESPONSIBILITIES
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PHASE 1, RFP 12-10284-MA, PROJECT NUMBER 92174
ESTIMATE OF MAN-HOURS, WORKSHEET 1
BASIC SERVICES, ESTIMATE OF MAN-HOURS AND TASKS FOR NORTHWEST LUBBOCK DRAINAGE SYSTEM CONSTRUCTION PHASE 1

CONSTRUCTION MATERIALS TESTING SUBCONSULTANTS

File: NWLDIP-Construct-Test Subs-Ph1-Basic1 Terra (REV).xls **EXHIBIT A-1** 4:36 P.M. 16-Mar-12

Subconsultant Expenses	Qty	Unit		Unit price 2012 - 2014	Line Total	Total
Construction Materials Testing (subconsultant - Terra; dba Terra Testing, Inc.)						
Professional Engineer - Principal	320	Hour	@	$ 175.00	$ 56,000	
Professional Engineer - Project Engineer	432	Hour	@	$ 95.00	$ 41,040	
Engineering Technician (minimum 2-hour trip charge)	600	Hour	@	$ 70.00	$ 42,000	
Engineering Technician (overtime and weekend rate) (minimum 2-hour trip charge)	140	Hour	@	$ 105.00	$ 14,700	
Enginnering Technician (holiday rate) (minimum 2-hour trip charge)	160	Hour	@	$ 140.00	$ 22,400	
Soils						
Moisture Density Relationship (Standard Proctor ASTM D698)	180	Each	@	$ 220.00	$ 39,600	
In-place density (minimum charge for three per trip)	2,100	Each	@	$ 30.00	$ 63,000	
Nuclear density equipment	500	Hour	@	$ 25.00	$ 12,500	
Atterberg Limits	30	Each	@	$ 70.00	$ 2,100	
Wet Ball Mill	2	Each	@	$ 275.00	$ 550	
Gradation (dry)	30	Each	@	$ 70.00	$ 2,100	
Sample Preparation (Proctor Density)	180	Hour	@	$ 60.00	$ 10,800	
In-place density Sand Cone Method (minimum charge for three per trip)	12	Each	@	$ 200.00	$ 2,400	
Concrete						
Compression Cylinders	92	Set of 4	@	$ 140.00	$ 12,880	
Entrained Air	92	Each	@	$ 55.00	$ 5,060	
Slump	92	Each	@	$ 20.00	$ 1,840	
Hold and Cure Test Cylinders	92	Each	@	$ 25.00	$ 2,300	
Tunnel Cellular Grout						
Field Grout Cubes	32	Each	@	$ 240.00	$ 7,680	
Unit Weight of Grout	32	Each	@	$ 135.00	$ 4,320	
Hold and Cure Grout Trays	32	Each	@	$ 15.00	$ 480	
Compression Test Grout Cubes ASTM C942	32	Per Tray	@	$ 75.00	$ 2,400	
Other						
Trip charge	375	Each	@	$ 65.00	$ 24,375	
Reproduction	6,000	Sheet	@	$ 0.50	$ 3,000	
Allowance for additional tests (tests in excess of quantities listed, uncertainty of Construction Contractor's schedule and operations, tests to resolve disputes, etc.)	1	Project	@	$ 20,000.00	$ 20,000	$393,525
For tests not specifically listed herein, test charges will be in accordance with the attached schedule of testing charges.						

EXHIBIT - A
2012-2014 FEE SCHEDULE: Construction Material Testing Services

NO.	DESCRIPTION OF TEST	UNIT	ASTM STANDARD	UNIT COST
1.0	**Laboratory Testing - Soils**			
1.1	Moisture Density Relationship (Standard) + one (1) hour of sample prep	Each	ASTM D-698	$220.00
1.2	Moisture Density Relationship (Modified) + one (1) hour of sample prep	Each	ASTM D-1557	$295.00
1.3	In-place density *(In-place densities based on a minimum of 3 tests per trip)*	Each	ASTM D-2922	$30.00
1.4	Nuclear Density equipment	Hour		$25.00
1.5	Atterberg Limits	Each	ASTM D-4318	$70.00
1.6	Unified soil classification (USC)	Each	ASTM D2487	$15.00
1.7	Wet Ball Mill	Each	Tex 116-E	$275.00
1.8	Gradation (dry)	Each	ASTM D-136	$70.00
1.9	Sample preparation	Hour		$60.00
2.0	**Laboratory Testing – Concrete and Cement**			
2.1	Compression Cylinders	Set of 4	ASTM C-31 & 39	$140.00
2.2	Entrained Air	Each	ASTM C-231	$55.00
2.3	Slump	Each	ASTM C-143	$20.00
2.4	Coring with Diamond Core Barrel and Patching	Each	ASTM C-42	$175.00
2.5	Testing Cylinders Made and Submitted by Customer	Each		$20.00
2.6	Hold and Cure Test Cylinders made by Terra or Client	Each		$25.00
2.7	Mix Design		Quoted on request	
2.8	Batching to Verify Submittal Mix Design			$1,750.00
2.9	Concrete Coring equipment	Day	$225.00 + bit charge	
2.10	Core Bit charges			
	3.10.1 3-inch diameter core	Inch		$6.50
	3.10.2 4-inch diameter core	Inch		$7.50
	3.10.3 6-inch diameter core	Inch		$8.50
3.0	**ENGINEER TIME & INSPECTION**			
3.1	Professional Engineer - Project Principal	Hour		$175.00
3.2	Professional Engineer - Project Engineer	Hour		$95.00
3.3	Engineering Technician	Hour		$70.00
4.0	**MISCELLANEOUS**			
4.1	Report Review and Preparation	Hour		$30.00
4.2	Drafting	Hour		$40.00
4.3	Reproduction	Copy		$0.50
4.4	Trip charge	Trip		$65.00

Note:

1. *Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day or hours worked before 8:00 AM and /or after 5:00 PM. Monday through Friday. All laboratory and field services performed on Saturday or Sunday, will be billed at a 1.5 times the regular hourly rate. All services performed on recognized holidays will be billed at 2.0 times the regular rate.*
2. *All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups. Technician time is charged portal-to-portal from our Lubbock office*
3. *A minimum of two (2) hours technician time and vehicle trip charges will be billed for each call out, sample pickup or specimen pickup unless noted otherwise..*
4. *Additional tests not specified in this fee schedule will be quoted upon request.*

SCHEDULE

BASIC CONSTRUCTION PERIOD SERVICES SCHEDULE

CITY OF LUBBOCK, TEXAS
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS PROJECT PHASE 1
BASIC CONSTRUCTION PERIOD SERVICES SCHEDULE
(Project schedule is contingent on construction Contractor actual schedule)

e: NWLDIP-Schedule-Ph1-V1.xls

Description	2012												2013												2014												2015											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
stimated Notice to Proceed this agreement mid-April 2012																																															
stimated Construction Start in May 2012																																															
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City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number:	92174
Capital Project Name:	Northwest Lubbock and Maxey Park Project

		Budget
Encumbered/Expended		
Parkhill Smith and Cooper Contract	$	2,999,975
Burlington Northern Santa Fe License Agreement		4,600
City of Lubbock Staff Time		6,446
Bid Cost		984
Other Construction Costs		2,375
Utility Contractors of America, Inc.		30,899,371
Agenda Items April 10, 2012		
Parkhill, Smith, and Cooper Contract		2,399,640
Encumbered/Expended to Date		36,313,391
Estimated Costs for Remaining Appropriation		
Storm Water Drainage Improvements		136,609
Remaining Appropriation		136,609
Total Appropriation To Date	$	36,450,000

Project Name **Northwest Lubbock and Maxey Park Project** *Project Number* **92174**

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design, plans, specifications, and construction estimates for the construction of storm water infrastructure from Maxey Park to the Canyon Lakes, as well as upstream detention to relieve some flooding risks to homes along Quaker Avenue between 50th Street and 34th Street.

Project Justification

The Northwest Lubbock and Maxey Park Study determined that the projects are feasible and can provide various levels of flood protection in the areas around Maxey Park and along Quaker Avenue.

Project History

The areas have been historically flood prone, affecting residential and commercial structures. Numerous studies conducted since the early 1990s evaluated possibilities for reducing the flood risks in the areas. Results of the Maxey Park Feasibility Study were presented to the City Council in January 2005 and prompted the Northwest Lubbock and Maxey Park Study, which was completed in 2008.

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1.5 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$600,000 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O105, November 19, 2009.
$33.35 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Project Amount
Construction	0	33,350,000	22,000,000	0	10,130,000	0	0	65,480,000
Design and Engineering	3,100,000	0	0	0	0	0	0	3,100,000
Total Project Appropriation	3,100,000	33,350,000	22,000,000	0	10,130,000	0	0	68,580,000

Funding Detail	Funding to Date	FY 2011-12	Unappropriated Planning Years FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Funding
FY 2007 Storm Water Revenue CO's	296,735	0	0	0	0	0	0	296,735
FY 2008 Storm Water Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2009 Storm Water Revenue CO's	703,265	0	0	0	0	0	0	703,265
FY 2010 Storm Water Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2012 Storm Water Revenue CO's	0	33,350,000	0	0	0	0	0	33,350,000
FY 2013 Storm Water Revenue CO's	0	0	22,000,000	0	0	0	0	22,000,000
FY 2015 Storm Water Revenue CO's	0	0	0	0	10,130,000	0	0	10,130,000
Total Funding Sources	3,100,000	33,350,000	22,000,000	0	10,130,000	0	0	68,580,000

Operating Budget Impact	FY 2011-12	Unappropriated Planning Years FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Regular City Council Meeting **5. 9.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution- Public Works Engineering: Consider a resolution authorizing the Mayor to execute Contract 10729 with Cingular Wireless PCS, LLC, for the lease of space on the City's elevated water storage tank located at 74th Street and Genoa Avenue.

Item Summary

The City currently allows cellular communications equipment to be installed on City-owned elevated storage towers located in the city limits. The City Engineering Department reviews the equipment, connection type, and contract conditions to verify that the installed equipment will not interfere with the operations of the elevated storage tanks and previously installed communications equipment.

New Cingular Wireless PCS, LLC, requests to install and maintain cellular communications equipment at an elevated water storage tank at 74th Street and Genoa Avenue. The contract term is for five years with the option to renew for three additional five-year terms, with a 20% rental increase with each subsequent term.

Fiscal Impact

$25,000 annual revenue to the Water Fund.

Staff/Board Recommending

Marsha Reed P.E., Chief Operating Officer

Attachments

Resolution

Cell Tower Agreement Cingular

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 Lease Agreement by and between the City of Lubbock and New Cingular Wireless PCS, LLC, a Delaware limited liability company, 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

gs//RES.Lease Agrmt-New Cingular Wireless PCS
3.21.12

STATE OF TEXAS §

COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS:

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease" or this "Agreement") entered into by the City of Lubbock (referred to herein as City), a Home Rule Municipality of Lubbock County, Texas, and New Cingular Wireless PCS, LLC, a Delaware limited liability company (referred to herein as "Lessee").

WITNESSETH:

WHEREAS, City owns, controls and operates two parcels of land (collectively hereinafter referred to as the "Land") and owns and operates a water tower (hereinafter referred to as the "Tower") located thereon in the City of Lubbock, County of Lubbock, State of Texas, (hereinafter the Tower and Land are collectively referred to as the "Property"); and

WHEREAS, Lessee desires to lease a portion of the Property for the purpose of providing telecommunication services within the City of Lubbock, Texas for a five (5) year term, and establish a rental amount for said lease.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

ARTICLE ONE

LEASE OF DESCRIBED PREMISES

City, upon mutual execution of this Agreement, does lease and demise to Lessee, upon the terms and conditions contained herein, the following portion of Property (the "Leased Premises"):

Real property and space on a water tower situated thereon and located at 7306 Genoa Avenue, Lubbock, Texas. The property being more particularly described and illustrated in Exhibit "A", which is attached hereto and made part hereof for all purposes.

ARTICLE TWO

TERM

The term of this Lease shall be for five (5) years and shall begin on the latter of the signature dates below, and terminate on (5) years from the signature date of this document.

Upon written application of Lessee, delivered to the office of the Chief Water Utilities Engineer of City 90 Days prior to the expiration of the initial term of this Lease, the City of Lubbock may extend this Lease for up to three (3) subsequent five (5) year terms upon the same terms and conditions contained herein, provided, however, that the annual rent shall increase on the first day of the renewal term by twenty percent (20%) of the annualized annual rent in effect immediately proceeding the increase. Any extension of this Lease granted pursuant to this Article shall be in writing and signed by the Lessee and the City Of Lubbock.

ARTICLE THREE

USE OF PROPERTY

The Lessee is granted for the stated term and for no other purpose a non-exclusive privilege of installing, maintaining, repairing, replacing, removing and operating radio and related communications facilities, including utility lines, transmission lines, and equipment shelter or cabinet, electronic equipment, radio transmitting and receiving antennas and supporting structures in connection with the provision of telecommunications services (hereinafter collectively referred to as "Lessee Facilities").

ARTICLE FOUR

RENTALS, RECORDS, AUDIT AND PLACE OF PAYMENT

A. RENTAL

The Lessee shall pay to the City as rental the total of Twenty Five Thousand and No/100 Dollars ($25,000.00) annually during the term of this Agreement that Lessee conducts business operations on the Property. The said rental is payable in the amount of Two Thousand Eighty Three and 33/100 Dollars ($2,083.33) for each month during the term thereof.

B. PAYMENT

All payments that become due and payable by the Lessee under this Agreement shall be made to the City at the Office of the Managing Director Water Utilities, Lubbock, Texas. Lessee shall pay City a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made when due.

ARTICLE FIVE

OBLIGATIONS OF THE CITY

A. CLEAR TITLE

The City covenants and agrees that upon execution of this Lease City is well seized of the leased Property and has good title, free and clear of all liens and encumbrances having priority

over this Lease; and that the City has full right and authority to lease the Property described in this Agreement.

B. **CONDITIONS AND MAINTENANCE OF PROPERTY**

The City shall assume responsibility for the condition of the leased Property and shall assume responsibility for maintenance, upkeep or repairs necessary to keep the Property in a safe and serviceable condition.

ARTICLE SIX

OBLIGATION OF LESSEE

A. **LESSEE'S AUTHORITY**

City warrants that it has full authority to enter into and perform this Agreement.

B. **NET LEASE**

This Lease shall be without cost to the City for the installation, maintenance and removal of Lessee's Facilities. It shall be the sole responsibility of the Lessee to keep, maintain, repair and operate the entirety of the demised Lessee Equipment, and all improvements and facilities placed on the Leased Premises shall be at Lessee's sole cost and expense.

C. **MAINTENANCE**

The Lessee shall, at its own expense, provide maintenance for all its Lessee Facilities.

D. **REMOVAL OF LESSEE'S PROPERTY AT REQUEST OF LESSOR**

The Lessee upon request of City, shall, at its own expense, temporarily remove its property from the Leased Premises when, in the sole discretion of city, such temporary removal is necessary for repair/maintenance/painting of the Leased Premises by the City. In the event of Owner's maintenance that would require Tenant to remove Equipment from the tower or Tenant's facility is damaged in a manner that results in loss of service for forty (48) consecutive

hours. Owner hereby grants Tenant a portion of the Property upon which Tenant may temporarily locate and operate in compliance with all applicable laws, rules and regulations including, without limitation, all rules and regulations of the Federal Communications Commission , a COW (Cell on Wheels) at a location which is mutually acceptable to Owner and Tenant. Owner also hereby grants Tenant a non-exclusive easement for ingress, egress and utilities over the real property; provided that all utility lines, etc. are removed with 48 hours of Tenant's service restored to original facility and the Property is restored to a condition at least equal to that as of the date hereof.

E. **PROPERTY PERMANENTLY AFFIXED TO PROPERTY**

Any property belonging to Lessee which becomes permanently attached to the Leased Premises shall become the property of the City upon termination of this Agreement, whether upon expiration of the initial term, any extension thereof, or earlier under any provision of this Lease.

Title to Lessee Facilities shall remain with Lessee as same shall not be deemed fixtures but rather personal property of Lessee. To the fullest extent permitted by law, City does hereby waive any and all liens and security interest, in and to Lessee Facilities whether arising under statute, common law, contract or otherwise, located in, upon or about the Property. Lessee or the holders of purchase money security interests in and to Lessee Facilities shall be granted access to the Property for removal at any time during the term or subsequent to the expiration of this Lease Agreement for the removal of same without the need for recourse to legal proceedings.

F. **UTILITIES**

Lessee shall draw electricity by sub-meter and other utilities from the existing utilities on the Property or obtain, at its sole cost and expense, separate utility service from any utility

company that will provide service to the Property. Any easement necessary for such power or other utilities will be at a location acceptable to City and the servicing utility company. Lessee shall have the right to install an emergency gasoline, butane, diesel or other fuel-powered generator(s) on the Property, at Lessee's sole costs and expense, and Lessee covenants that such installation and use shall be in compliance with any applicable federal, state or local environmental, health, fire, community awareness, safety laws or other applicable laws or regulations, now or hereafter enacted or promulgated by any governmental authority or court ruling having jurisdiction over the Property, including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency, and Lessee agrees that it will reimburse City for any increase in City's insurance premiums directly attributable to any such installation or use by Lessee. The Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee during the initial term hereof, and any subsequent extension.

Following the initial installation of the Lessee Facilities, Lessee agrees not to install any equipment on the Property or change the frequency, power, or type of its existing equipment on the Property without first submitting to City a written proposal regarding the proposed configuration and obtaining the written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned if (i) the proposed installation or changed, altered, or improved frequency, power or type of equipment is a use that does not require additional Property space beyond the existing Property space or impose any increased stresses or loads on the Property in excess of applicable engineering standards; (ii) said installation or changed, altered, or improved frequency, power, or type of equipment is authorized by law and is to be made or installed in accordance with good engineering practices; and (iii) the proposed configuration does not

interfere with the transmitters, receivers and equipment of other subtenants or licensees existing on the Property or on the Property at the date when City receives the aforementioned written proposal.

G. **CONSTRUCTION PROPERTY**

None of the Lessee Facilities shall be installed on the Tower nor shall any construction pertaining to the Lessee Facilities commence until Lessee has submitted its construction and installation plans and list of contractors and subcontractors to City in writing and such plans and list have been approved in writing by City, such approval not to be unreasonably withheld, conditioned or delayed. Lessee shall not alter any plans so approved without following the same procedures. Lessee shall be responsible for grounding all external and internal wiring and cabling installed by Lessee. Lessee shall obtain City's prior written approval of such grounding plans. In the event any such plans are not approved or rejected within thirty (30) days of submittal, same shall be deemed approved.

H. **PERFORMANCE TESTS**

At City's request, Lessee shall perform an intermodulation and interference study at the Property and evaluate for interference with its operations of other existing wireless communications users at the Property. Lessee acknowledges that the disclosed uses and frequencies do not, if properly and lawfully operated, interfere with Lessee's use of the Property, and that Lessee's use of the Property will not interfere with such disclosed uses and frequencies.

Lessee further agrees that if Lessee's Facilities cause any measurable adverse interference with the operations of existing wireless communications users at the Property, Lessee shall cause the elimination of such interference in a prompt and timely manner. If such measurable adverse interference by Lessee's Facilities with existing communications equipment

cannot be eliminated within reasonable length of time, but not to exceed forty-eight (48) hours after notice thereof of material interference and thirty (30) days if otherwise measurably adverse, Lessee shall cause the interference to cease except for brief tests necessary for the elimination of the interference.

City shall not knowingly permit the installation or operation of other improvements, inclusive of telecommunications equipment upon the Property which interferes with the operation and use of Lessee Facilities. City shall cause any agreement for future use of the Property by subsequent users to contain interference language substantially similar to that contained in this Section G.

Lessee, Lessee's employees, agents and subcontractors are hereby granted the right of ingress and egress to and from, on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Property for the purpose of constructing, installing, operating, maintaining and repairing those parts of the Lessee Facilities as are ground-based. Such access shall be as shown on Exhibit B. Lessee shall not, without at least twenty-four (24) hours prior notice to City, perform or arrange to be performed normally scheduled installation, maintenance or repair of the Lessee Facilities on the Tower. Any emergency installation, maintenance or repair of the Lessee Facilities on the Tower shall be performed only with prior oral or written approval from City.

I. CODE COMPLIANCE

Lessee agrees that all Lessee Facilities constructed pursuant to the terms of this Agreement shall be designed, constructed and maintained in compliance with the Buildings and Buildings Regulations and Zoning ordinances of the City of Lubbock, Texas.

J. **REPAIRS**

Lessee shall perform all repairs necessary or appropriate to keep Lessee Facilities on or about the Property or located on any appurtenant rights-of-way or access to the Property in good and tenantable condition.

Damage resulting from the acts or omissions of Lessee shall be repaired by Lessee, at Lessee's cost and expense unless otherwise provided herein.

K. **GOVERNMENTAL REGULATION**

Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"), Lessee shall pay for the reasonable costs and expenses therefor (including for any lighting automated alarm system).

L. **LIGHTING**

If lighting requirements apply and a lighting automatic system has been installed by City, City shall allow Lessee to bridge-in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with City's alarm. Notwithstanding anything to the contrary in this Paragraph, the responsibility for compliance with FAA and FCC requirements shall remain with Lessee as provided.

M. **SURRENDER AND REMOVAL OF LESSEE'S FACILITIES**

At the expiration or termination of this Agreement for any reason, Lessee shall surrender to City the Property, remove the Lessee Facilities, and shall restore the Property to substantially the same condition existing on the Commencement Date, except for ordinary wear and tear. Lessee Facilities left on the Property after sixty (60) days from the expiration or termination of the Agreement shall be deemed abandoned and shall be subject to disconnection, removal and

disposal by City. In such event, Lessee shall pay to City upon written demand therefore, the disconnection, removal and storage expenses incurred by or on behalf of City. If the Lessee Facilities are not claimed by Lessee within sixty (60) days following notice from City to Lessee of its removal of such property shall be deemed abandoned and will become the property of the City, City shall have the right to sell all or any portion of the Lessee Facilities without any liability to Lessee to account for the proceeds of such sale, subject to prior and existing purchase money security interests in and to Lessee Facilities. In the event the Lessee Facilities remain on the Property following termination or expiration of this Agreement (even if it has been disconnected), Lessee shall pay to City holdover rent equal to one hundred twenty -five percent (125%) of the then effective monthly rent, prorated from the date of termination to the date the Lessee Facilities are removed from the Property by Lessee.

N. **PAYMENT OF TAXES, FEES**

The Lessee shall pay all federal, state and local government taxes, license fees and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith. The Lessee shall render for taxation purposes all automobiles and other property used in connection with Lessee's business operations, and all such property shall have its situs and domicile in Lubbock, Lubbock County, Texas.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest is at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

O. **REGULATIONS**

The Lessee's officers, agents, employees and servants will obey all rules and regulations which may be promulgated by the City or its authorized agents, or by other lawful authority, to ensure the safe and orderly conduct of City's and Lessee's operations on the Leased Premises.

P. PROHIBITION OF SUBLEASES AND ASSIGNMENTS

Except as to parent, subsidiary or any affiliate, the Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this lease or any portion of the leased premises without the prior written consent of City's Managing Director Water Utilities, such consent not to be unreasonably withheld, delayed or conditioned.

Q. INDEMNIFICATION AND INSURANCE

The City, its officers, agents and employees shall stand indemnified by the Lessee as provided by this Agreement. The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefor. In the exercise of the obligations and in the enjoyment of the privileges granted by this Agreement, the Lessee shall indemnify and save harmless the City, its **elected officials,** officers, agents and employees from any and all losses that result from any fault or negligence on the part of the Lessee, its agents, employees or invitees, and shall indemnify the City, its **elected officials,** officers, agents, and employees against any and all claims, demands, suits, judgments and losses whatsoever, except to the extent such losses, claims, demands or liability are attributable to or caused by the negligence or willful misconduct of City, its **elected officials,** officers, agents and employees.

The Lessee shall maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and

acceptable to the City, against claims of general liability, automobile liability and worker's compensation resulting from Lessee's business activities on the Premises.

General Liability:

Lessee's insurance shall contain broad form contractual liability with a combined single limit of a minimum of **$500,000** each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire Legal Liability
- Products and completed operations

Business Automobile Liability:

Lessee's insurance shall contain a combined single limit of at least $500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily Injury and Property Damage
- Any and all vehicles owned, used or hired

Workers' Compensation and Employers Liability Insurance:

Lessee shall obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of this Lease and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance

coverage for the Contractor shall be a material breach of this contract. The contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this Lease.

Other Insurance Requirements:

Lessee agrees to waive its right of recovery against City of Lubbock for all claims and suits against City of Lubbock, which are or may be covered by the above-described insurance coverages. In addition, its insurers, through policy endorsement, waive their right of subrogation against City of Lubbock for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against City of Lubbock for loss of its owned or leased property or property under its care, custody, or control.

Lessee's insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described below must reflect that the above wording is included in evidenced policies.

All policies required above (excluding Workers' Compensation) shall include a severability of interest endorsement and shall name the City of Lubbock as an additional insured with respect to work performed under this Lease. Severability of interest naming City of

Lubbock as an additional insured shall be indicated on the certificate of insurance described below.

Lessee shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide for 30 days' notice of cancellation. A copy of the required endorsements and waivers of subrogation shall be included in the certificate.

ARTICLE SEVEN

TERMINATION, CANCELLATION

A. TERMINATION

This Lease shall terminate at the end of the full term hereof and Lessee shall have no further right or interest in any of the Leased Premises or improvements hereby demised.

B. CANCELLATION

Either party shall be in default under this Agreement if the party fails to perform any material duty or obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice with respect thereto, provided, however, that if such failure to perform shall necessitate longer to cure than thirty (30) days, then such cure period shall be extended for such time as is reasonably necessary to cure such failure to perform, but only so long as such efforts to cure are commenced within fifteen (15) days after receipt of written notice from the other party and thereafter proceed diligently and in good faith. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, ten (10) day period, without extension.

Upon the occurrence of a default, the non-defaulting party may pursue any and all remedies available under applicable law and any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) Termination of this Agreement by giving the defaulting party written notice of such termination, in which event this Agreement shall be terminated at the time designated in the notice; or

(ii) The recovery from the defaulting party of all costs and expenses incurred by the non-defaulting party in enforcing its rights and remedies under this Agreement, including reasonable attorneys' fees and expenses.

No termination hereof shall release Lessee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or such later date when the improvements placed on the Leased Premises by Lessee are removed and said Property are restored to its original condition as hereinabove required.

It is agreed that failure to declare this Lease terminated upon default for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Lease cancelled as a result of any subsequent violation of any of the terms or conditions of this Lease.

Lessee shall have the right, within one hundred twenty (120) days from full execution of this Lease Agreement, to terminate this Lease Agreement upon thirty (30) days prior written notice to City, in the event Lessee is not satisfied with the results of title, environmental, technological or engineering testing or if all required governmental approvals are not obtained within such time period.

Lessee shall have the right to terminate this Lease Agreement at any time upon one (1) year prior written notice to City without further obligation hereunder.

ARTICLE EIGHT

GENERAL

A. CLEANLINESS OF PREMISES

Lessee shall, at its sole expense, dispose of all trash, garbage, and other refuse resulting from its business operations authorized by this Agreement.

B. RIGHT OF INSPECTION

The City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure that fire and safety and other provisions contained in this Lease are being adhered to by the Lessee.

C. TERMINATION OF LEASE, SURRENDER OF LEASED PREMISES AND OWNERSHIP OF IMPROVEMENTS

The Lessee covenants and agrees that at the expiration of the initial term of this Lease, or any extension which has been granted, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises in good state and condition, reasonable wear and tear expected, and the City shall have the right to take possession of the Leased Premises with or without process of law.

D. HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provisions in this Agreement.

E. NOTICES

General. Whenever notice from Lessee to City or City to Lessee is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) by a nationally recognized overnight courier (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

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: TXU1079; Cell Site Name: 72nd St/Frankford Ave (TX)
Fixed Asset No: 10550277
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: TXU1079; Cell Site Name: 72nd St/Frankford Ave (TX)
Fixed Asset No: 10550277
15 East Midland Avenue
Paramus, NJ 07652

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

City of Lubbock
Attn: Chief Water Utilities Engineer
P.O. Box 2000
Lubbock, Texas 79457
Telephone: (806) 775-2343
Facsimile: (806) 775-3344

Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, 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.

F. **ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the City and Lessee, and shall be binding upon and shall inure to the benefit of City and Lessee, their respective successors and assigns, and any other written or parole agreement with the City is expressly waived by Lessee.

G. **QUIET ENJOYMENT**

City does hereby represent, covenant and warrant that Lessee, upon paying rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, shall peaceably and quietly enjoy the Property.

H. **GOVERNANCE**

This Lease Agreement shall be construed under and governed by and in accordance with the laws of the State of Texas.

I. DISPUTES

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.

EXECUTED this _____ day of _____, 2011.

THE CITY OF LUBBOCK

BY: _____
TOM MARTIN, Mayor

Lessee:

BY: _____
Greg Holloway
Title: Area Manager-RE&C NTX Network Ops

Date: 1-12-12

ATTEST:

_____
Rebecca Garza, City Secretary

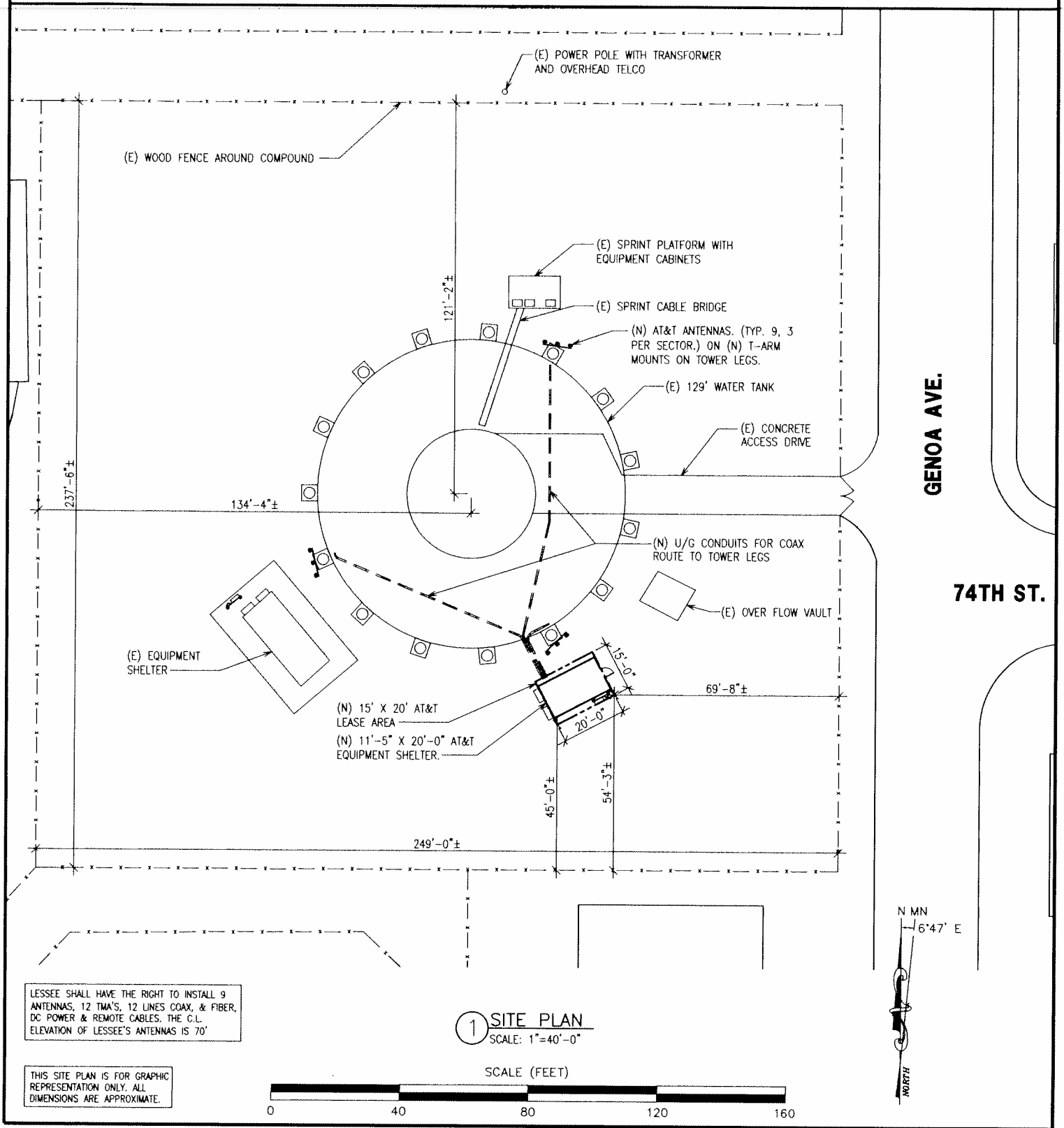
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

EXHIBIT "A"



LESSEE SHALL HAVE THE RIGHT TO INSTALL 9 ANTENNAS, 12 TMA'S, 12 LINES COAX, & FIBER, DC POWER & REMOTE CABLES. THE C.L. ELEVATION OF LESSEE'S ANTENNAS IS 70'

1 SITE PLAN
SCALE: 1"=40'-0"

THIS SITE PLAN IS FOR GRAPHIC REPRESENTATION ONLY. ALL DIMENSIONS ARE APPROXIMATE.

SCALE (FEET)
0 40 80 120 160

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

REVISIONS	DATE
A ISSUED FOR REVIEW	02/13/12

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF EDGARDO P. BRANDAO, P.E. LICENSE # 89216. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

AT&T SITE NAME
72ND ST. / FRANKFORD AVE.
AT&T SITE NUMBER
TX1079
SITE ADDRESS
7306 GENOA AVENUE LUBBOCK, TX 79424

at&t
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

The Celeris Group
2201 N. Collins St., Suite 126
Arlington, Tx 76011
Office: 817.446.1700
CELERIS PROJECT NO.: 11-2877

EPB Associates, Inc. Consulting Engineers
5501 LBJ Freeway, Ste. 225
Dallas, Texas 75240
(972) 239-5495

DRAWN BY:	BA
CHECKED BY:	EPB
DATE	02/13/12
PLOT SCALE	1:1
DRAWING NAME	EXHIBIT "A"
SHEET No.	161

Exhibit "B"

UMTS	"E" Block	(TX)1885 – 1890 mhz	(RX) 1965 - 1970 mhz
1900 GSM	"F" Block	(TX 1890 – 1895 mhz	(RX) 1970 – 1975 mhz
850 GSM	A & B Blocks	(TX) 824 -850 mhz	(RX) 868 – 895 mhz
LTE (Lower Block)		(TX) 746 - 763 mhz	(RX) 776 - 793 mhz

AT&T Site Name: 72nd St. / Frankford Ave.
AT&T Site Number: TX1079

Regular City Council Meeting **5. 10.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Public Works Water Utility: Consider a resolution authorizing the Mayor to execute Contract 10731 with Big Country Electric Cooperative, Inc., for electricity at the Lake Alan Henry Pump Station.

Item Summary

The Lake Alan Henry Pump Station plays a vital role in the transmission of raw water to Lubbock from Lake Alan Henry. The pump station is located in an area in Garza County where the only authorized electric provider is Big Country Electric Cooperative (BCEC). The City constructed and owns eight miles of 69-kV transmission lines that connect the Lake Alan Henry Pump Station with BCEC's power grid. BCEC constructed a switch station at the point of delivery and has supplied the pump station with temporary power during start-up and testing phases.

The contract provides electric services at the Lake Alan Henry Pump Station per the Rate Schedule in Attachment A. The term of the agreement is through April 10, 2021. The City will be billed monthly for a meter charge and actual power consumption. Staff has compared this contract to similar contracts and feels that the rates established are within the market and competitive for this service.

Fiscal Impact

Funding is available in the FY 10-11 Water Operating Budget.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Big Country Electric Service

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, an Agreement by and between the City of Lubbock and Big Country Electric Cooperative, Inc., for electric service to the Lake Alan Henry water pumping station, 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 Council.

Passed by the City Council on _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed
Marsha Reed, PE, Chief Operating Officer

Aubrey Spear
Aubrey Spear, PE, Director of Water Resources

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

ms/Agrmnt Elect Serv LAH Pumping Station.res
3.7.12

AGREEMENT FOR ELECTRIC SERVICE TO LAKE ALAN HENRY PUMPING STATION

This contract for electric service (this "**Agreement**") dated as of April _____, 2012, is by and between Big Country Electric Cooperative, Inc., a Texas electric cooperative (hereinafter referred to as "**Cooperative**"), and the City of Lubbock, a Texas municipality (hereinafter referred to as "**Customer**"). Cooperative and Customer are individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, by this Agreement, the Parties have agreed to contract for the provision of electric power and energy to be provided by Cooperative to Customer at the Point of Delivery; and

WHEREAS, Customer is the owner and operator of a water pumping station at Lake Alan Henry, Garza County, Texas (the "Pump Station Facility"), which includes electric transmission and distribution facilities and a 69 kV to 4.16 kV substation and associated equipment and which has been constructed by Customer and will be operated during the term of this Agreement by Customer, interconnecting to the Point of Delivery (as defined below); and

WHEREAS, Customer requires Service (as defined below) from the Cooperative at the Point of Delivery commencing on the Service Date.

NOW, THEREFORE, in consideration of the monies to be paid by Customer to Cooperative, and the mutual covenants, agreements, and obligations herein, the Parties do hereby agree as follows:

I. DEFINITIONS

A. "Agreement" shall have the meaning given in the introductory paragraph.

B. "Billing Meter" shall have the meaning given in Section XIII.

C. "Business Day" means any day other than Saturday, Sunday or any day on which banks in Lubbock, Texas are authorized or required to close.

D. "Cooperative" shall have the meaning given in the introductory paragraph.

E. "Customer" shall have the meaning given in the introductory paragraph.

F. "Customer Transmission Facilities" shall have the meaning given in Section III.

G. "Effective Date" shall have the meaning given in Section XXXI.

H. "SPP" means the Southwest Power Pool.

I. "SPP Protocols" means the protocols, rules and guidelines of SPP, as may be amended from time to time.

J. "Golden Spread" means Golden Spread Electric Cooperative, Inc., an electric generation and transmission cooperative providing wholesale electric service to Cooperative on the Effective Date.

K. "Point of Delivery" means the physical point of interconnection, which shall be a switching station also containing Cooperative's metering devices (the "Switching Station") at which the Cooperative's 69 kV line at the Switching Station connects to Customer's 69 kV line at the Switching Station.

L. "Rate Schedule" shall have the meaning given in Section IV.

M. "Security Deposit" shall have the meaning given in Section X.

N. "Service" shall have the meaning given in Section II.A.

O. "Service Date" means April 10, 2012.

P. "Tariff" shall mean the Big Country Electric Cooperative, Inc. Tariff for Electric Service

Q. "Term" shall have the meaning given in Section V.A.

R. "Pump Station Facility" shall have the meaning given in the preamble.

II. SERVICE

A. Cooperative shall sell and deliver to Customer power and energy as and when needed by Customer for the operation of all electric consuming facilities on Customer's side of the Point of Delivery ("**Service**") at the capacity identified below:

Delivery Point	*Service Voltage*	*Contract Capacity*	*Service Date*
Point of Delivery	69 kV	2,000 kW	April 10, 2012

B. Commencing on the Service Date, Customer shall receive Service from Cooperative as and when needed by Customer for the operation of electric consuming facilities on Customer's side of the Point of Delivery and shall pay for such Service in accordance with this Agreement. Service will be at designated voltage, three-phase, and 60 cycles per second; provided, however, that, Customer understands that Service provided by Cooperative may have reasonable variation in frequency and voltage in conformance with Public Utility Commission of Texas Substantive Rule §25.51 (a) and (b).

III. FACILITIES PROVIDED

Customer shall provide from the Pump Station Facility electric distribution facilities, substation, transmission facilities and all required protective devices on Customer's side of the Point of Delivery in order to receive Service from Cooperative under this Agreement ("Customer Transmission Facilities") and shall, during the Term of this Agreement, operate and maintain such facilities in a prudent manner and in accordance with the National Electric Safety Code and other applicable industry standards.

IV. MONTHLY CHARGE

For each monthly billing period during the Term of this Agreement, Customer shall make payment to Cooperative for the electric power and energy consumed by Customer as reflected in the Billing Meter reading for the applicable billing period, at rates as set forth on the Rate Schedule 202.23, attached hereto as Attachment "A" ("**Rate Schedule**"). The Rate Schedule is designed based on customer's load projections and Cooperative's most recent cost of service study. It will be reviewed following Cooperative's next cost of service study and, based upon such costs of service and Customer's usage history, may be changed or amended based upon such factors in accordance with applicable law.

Cooperative acknowledges and agrees that as to the initial provision of service, Customer will not be subject to any additional charges pursuant to Sections 202.23 (B) or 202.23(C)(3) of the Rate Schedule, Customer having already provided facilities necessary for the initial provision of service.

V. TERM

A. The term of this Agreement shall begin on the Service Date and continue through April 10, 2021 (the "**Term**"); except as same may be extended or terminated early in accordance with Sections VI and VII.

B. Customer acknowledges that, on the Effective Date, Customer shall begin to incur payment and other obligations associated with Cooperative providing Service.

C. The expiration or termination of this Agreement shall not relieve Customer of its obligation to pay Cooperative for all costs and expenses associated with providing Service.

VI. CONTINUATION BEYOND TERM

Not less than sixty (60) days prior to expiration of the Term of this Agreement, the Parties shall use reasonable efforts to negotiate an agreement for the continuing provision of Service to Customer. In the event Service is continued beyond the Term of this Agreement and the Parties have not executed a new agreement relating thereto, Customer shall continue to be obligated under this Agreement to pay for Services rendered following termination or the expiration of the Term. Notwithstanding the

foregoing, Cooperative may discontinue the provision of Service (i) in accordance with Section VII or Section X of this Agreement, or (ii) following expiration of the Term of this Agreement upon thirty (30) days' prior written notice (whether delivered prior to or after such expiration).

VII. TERMINATION

A. At such time as this Agreement terminates or expires, Customer shall pay to Cooperative an amount equal to the sum of (a) any outstanding charges for Service provided up to and including the termination date, plus (b) any amounts payable by Cooperative to wholesale suppliers for contract minimums or other charges in future periods related to termination of this Agreement or the reduction of Customer's load, plus (c) any unreimbursed cost of any facilities installed by Cooperative to provide Service to Customer, plus (d) cost of removal of any such facilities installed by Cooperative; provided, however, that after payment for said facilities is tendered, Customer shall be entitled to take ownership of such facilities, free and clear of any liens, interests, or other encumbrances. This termination payment shall apply in all circumstances, irrespective of the reason the Agreement is terminated, the Party that seeks termination, or whether the termination results from the expiration of the Term or any period beyond the Term. The indemnity provisions of this Agreement shall survive termination of this Agreement.

B. Upon the occurrence of a Qualified Termination Event, Customer may terminate this Agreement by providing sixty (60) days' written notice of termination and payment to Cooperative of the amounts provided in subsection A of this Section. For the purposes of this section, "Qualified Termination Event" shall mean: 1) that Customer ceases operation of the Pump Station Facility during the Term; 2) that Customer identifies another electric service provider to supply Customer's needs in connection with the Pump Station Facility, and elects to receive electric service from said provider; or 3) that Customer acquires the means to supply electric service to the Pump Station Facility.

VIII. CUSTOMER CONTRIBUTION

Customer shall pay for any additional facilities provided by Cooperative that Cooperative deems necessary or desirable to deliver Service to Customer, including but not limited to all reasonable costs for such facilities incurred and assigned to such Service by Golden Spread. Customer also shall be responsible for the cost of metering and communication facilities incurred by Cooperative to implement the Rate Schedule. As of the Effective Date, Cooperative does not anticipate the need to provide any additional facilities. If Cooperative later determines additional facilities are needed then it will give Customer written notice of its concerns and the reasons Cooperative believes additional facilities are needed and Customer will have opportunity to protest Cooperatives determination and/or offer alternative solutions. Notwithstanding the foregoing sentence, if Cooperative in good faith determines at any time during the Term of this Agreement that additional facilities are needed to deliver Service to Customer, Customer shall be obligated to pay for such facilities.

IX. POWER FACTOR

Customer shall use all electricity received by Customer under this Agreement exclusively for the operation of electric-consuming facilities located on Customer's side of the Point of Delivery. Customer shall:

(i) maintain a power factor not less than 98% when acting as a load;

(ii) assume responsibility for any power factor penalties or adjustments associated with power factor incurred by Cooperative in providing power to Customer; and

(iii) assume responsibility for any costs incurred by Cooperative for Customer's failure to maintain required power factor.

X. SECURITY DEPOSIT; INVOICES AND PAYMENT

A. Cooperative shall initially waive any requirement of a security deposit (the "**Security Deposit**"). After a billing history has been created with Cooperative then Cooperative reserves the right to require a security deposit if Customer's payment history is subpar, in which case it may require a Security Deposit up to an amount not to exceed 1/6 of the estimated annual future billings to Customer. Cooperative shall pay interest on any Security Deposit at an annual rate equal to or greater than that set by the Public Utility Commission of Texas on December 1 of the preceding year, pursuant to Texas Utilities Code §183.003 or its successor statute (relating to Rate of Interest). Customer agrees that the Security Deposit shall be held by Cooperative in order to secure the performance by Customer of Customer's obligations under this Agreement, it being understood and agreed that the Security Deposit is not an advance payment deposit or a measure of Customer's damages in case of Customer's default. If Customer defaults beyond the expiration of applicable notice and cure periods in respect of any of the terms, covenants or conditions of this Agreement, including the payment of amounts owed under this Section X, Cooperative may apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any sums which Customer owes to Cooperative under this Agreement. If Cooperative applies or retains any part of the Security Deposit, Customer, upon demand, shall deposit with Cooperative the amount so applied or retained so that Cooperative shall have the full Security Deposit on hand at all times during the Term. If Customer shall fully and faithfully comply with all of the terms, covenants and conditions of this Agreement, the Security Deposit shall be returned to Customer within thirty (30) days after the expiration of the Term. Customer expressly agrees that Customer shall have no right to apply any portion of the Security Deposit against any of Customer's obligations to pay amounts owed hereunder.

B. Invoices for sums due hereunder shall be rendered to Customer by mail or hand delivery once each month during the Term for Service provided during the preceding billing period and may be paid (i) by mail in accordance with the provisions of this Agreement regarding Notice or (ii) in person at the office of the Cooperative. Within thirty (30) days after receipt of each

invoice, Customer shall pay the amounts then due under this Agreement and set forth on such Invoice. Any amount that is not paid when due shall be charged a late fee equal to 5% of such amount. If Customer fails to pay the full amount of Cooperative's invoice before such payment is past due, Customer shall be in default of this Agreement, subject to the terms of Section XXIV herein, and Cooperative may provide written notice to Customer of Cooperative's intention to discontinue Service. Upon failure of Customer to cure such default within ten (10) days after Customer's receipt of such written notice, Cooperative may discontinue service to Customer, terminate this Agreement and pursue any other available legal remedies. Discontinuance of Service shall not relieve Customer of any of its obligations under this Agreement.

XI. VERIFICATION AND CORRECTION OF INVOICES AND PAYMENTS

A. Each Party shall have the right during normal business hours to examine the books, records and charts of the other Party to the extent reasonably necessary to verify the accuracy of any statement, payment, calculation or determination made pursuant to the provisions of any section hereof. If any such examination shall reveal, or if either Party shall discover, any error in its own or the other Party's statements, payment, calculation or determinations, then proper adjustment and correction thereof shall be made as soon as reasonably possible thereafter.

B. Cooperative shall have the right to send subsequent invoices for prior billing periods based upon adjustments to Golden Spread's wholesale power costs to Cooperative related to Services provided to Customer and such invoices are not subject to the six (6) month limitations in Section XI.A above.

XII. RESALE

Customer understands and agrees that the Service provided under this Agreement shall not be resold. Customer may use capacity and energy purchased under this Agreement only to serve Customer's loads on Customer's side of the Point of Delivery.

XIII. METERING

Electric power delivered hereunder shall be measured by metering equipment owned by Cooperative and installed, operated and maintained, in accordance with the SPP Protocols.

Customer or Cooperative may request and witness a test of the Billing Meter during normal working hours at a time mutually acceptable to Customer and Cooperative. If, as a result of a Billing Meter test, the Billing Meter is found to be outside the accuracy standards set forth by the SPP Protocols, adjustments shall be made to prior meter readings in accordance with the SPP Protocols, and Cooperative shall credit or charge customer for amounts previously over or under billed after giving effect to such adjustments.

XIV. SERVICE REQUIREMENTS

On or before October 15 of each year during the Term, Customer shall provide to Cooperative annual written notice of its five-year forecasted peak summer and winter loads. Customer also shall notify Cooperative each time Customer's load will be changed substantially or would result in an annual peak demand kW in excess of the Contract Capacity provided in Section II.A hereof. Cooperative may, but shall not have the obligation to, arrange for facilities to serve load in excess of the load forecasted by Customer, and Cooperative may hold Customer liable for any damage to facilities resulting from use of Service in excess of the load forecasted by Customer.

XV. CUSTOMER OBLIGATIONS FOR COOPERATIVE FACILITIES

If Service provided to Customer causes voltage fluctuations, disturbances, interference, distorted wave forms or deterioration of service to other electric customers served by Cooperative, or to telecommunication facilities services, which specifically can be identified and verified by Cooperative, Cooperative shall have the right to require the installation by Customer of suitable apparatus to correct or limit such fluctuation or disturbance at no cost to Cooperative. If such corrective action is not taken promptly upon request, Cooperative shall have the right to cause reasonable corrective measures to be taken, and Customer hereby agrees to pay all reasonable and actual cost associated with such action.

XVI. RIGHT OF ACCESS

If Cooperative provides facilities in order to deliver Service to Customer, Customer shall provide Cooperative with a perpetual easement satisfactory to Cooperative for the required facilities insofar as they are located on land owned by Customer. Cooperative shall have access to all of Cooperative's facilities on Customer's premises. Customer shall make reasonable efforts to assist Cooperative's access to its facilities on Customer's premises, if any, including reasonable ingress and egress. Duly authorized representatives of Cooperative shall be permitted to enter Customer's premises at all reasonable times in order to carry out the provisions hereof, including meter reading. Customer shall provide reasonable assistance to Cooperative, as needed.

XVII. MEMBERSHIP

During the Term, Customer shall be a member of Big Country Electric Cooperative, Inc., and shall pay the membership fees and be bound by the provisions of the Articles of Incorporation and Bylaws of Cooperative and by such rules and regulations as may be adopted by Cooperative from time to time.

XVIII. FORCE MAJEURE

Neither Customer nor Cooperative shall be liable for any delays (other than payment of invoices) due to force majeure. "Force majeure" shall mean causes beyond the reasonable control and without the fault of the of the Party claiming force majeure, including, but not limited to any partial or complete forced outage, any failure of facilities or fuel supplies or interruptions, in each case caused by fires, earthquake, floods, lightning, storms, unusually severe weather conditions or other acts of God, acts of any government or judicial authority, acts of any public enemy, war, riots, civil disturbances, acts of terrorism, sabotage, strikes, embargoes. In the event of any such contingency, the impaired Party shall resume the performance of its obligations hereunder as soon as reasonably possible.

XIX. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

XX. NOTICE

Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing (unless otherwise provided) and shall be delivered personally or by reputable express courier service or by facsimile transmission addressed to the relevant Party at the address stated below or at any other address notified by that Party to the other as its address for notices. Any notice so given personally and any notice so given by express courier service shall be deemed to have been delivered on the date of dispatch by the sender. As proof of such dispatch it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the Party on whom notice is delivered, the correct number of pages transmitted and the date of dispatch. The Parties' addresses for service and other contact information are:

If to Cooperative: Big Country Electric Cooperative, Inc.
P.O. Box 518
Roby, Texas 79453-0518
Attn: Fredda Buckner, General Manager
Fax: (325) 776-2246

With a copy to: Richards, Elder & Green, L.L.P.
3223 S. Loop 289, Suite 424 (79423)
P.O. Box 64657
Lubbock, Texas 79464-4657
Attn: Dulan D. Elder
Fax: (806) 798-8878

If to Customer: City of Lubbock
1625 13th Street
Lubbock, Texas 79401
Attn: Aubrey Spear, P.E.
Fax: (806) 775-3027

With a copy to: City Attorney
P.O. Box 2000
Lubbock, Texas 79457
Fax: (806) 775-3307

The above-listed names, titles and addresses of either Party may be changed by written notification to the other.

XXI. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

A. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS), HOWEVER CAUSED AND BASED ON WHATEVER THEORY OF LIABILITY, WHETHER TORT, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING AND FOR THE SAKE OF CLARITY, THE PARTIES AGREE THAT DAMAGES AMOUNTS PAYABLE TO A THIRD PARTY BY A PARTY HERETO WHICH ARE AN ELEMENT OF ANY CLAIM, DEMAND, DAMAGE, LOSS OR CAUSE OF ACTION ASSERTED HEREUNDER SHALL BE CONSIDERED DIRECT DAMAGES HEREUNDER.

B. DISCLAIMER OF WARRANTIES. COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY COURSE OF PERFORMANCE OR USAGE OR TRADE, OR LACK THEREOF, THAT MAY BE INCONSISTENT WITH THIS SECTION.

XXII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of Cooperative and Customer and their respective successors and permitted assigns.

XXIII. ENTIRE AGREEMENT / LAW GOVERNING / VENUE

This Agreement constitutes the entire agreement between the Parties respecting Service to the Customer as described herein. There are no prior agreements or understandings between the Parties respecting the Service described herein. Cooperative, its agents and employees have made no representations, promises, or inducements, whether written or verbal, which are not contained herein. Each of Customer and Cooperative agrees that it is not relying on any statement not herein contained. This Agreement may be modified at any time by mutual written agreement of the Parties hereto and shall be construed and governed in accordance with the laws of the State of Texas. If any provision of this Agreement is determined to be void, unenforceable, or in violation of law, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue to be binding on the Parties and shall be enforced. Customer and Cooperative agree that to the extent of any conflict between the provisions of this Agreement and those of the Cooperative's Tariff, the terms and conditions of this Agreement shall control. Venue for any dispute arising under this Agreement shall be in Scurry County, Texas.

XXIV. BREACH; DISCONTINUANCE OF SERVICE

Notwithstanding any other provisions of this Agreement to the contrary, and without waiving any right hereunder or remedies provided by law, Cooperative may discontinue Service if Customer fails or refuses to perform any of Customer's obligations under this Agreement, including but not limited to failure to make timely payment, and Cooperative has provided written notice of such default to Customer in accordance with the default notice provisions of Section XX.

XXV. WAIVER

No waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed to be a waiver of any subsequent breach.

XXVI. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to, and shall not, create any rights in or confer any benefits upon any person other than the Parties hereto.

XXVII. SPP-RELATED PROVISIONS

A. Pursuant to Section 202.23(C)(4) of the Tariff, Customer shall reimburse Cooperative for all costs assessed to Cooperative by SPP relating to the provision of Service to Customer so long as said costs would not otherwise have been assessed to Cooperative, but for the agreement to provide Service to Customer. Prior to reimbursement, Cooperative shall provide Customer invoices from Cooperative's wholesale provider as to these costs, as well as a detailed explanation of the method of calculation used by the Cooperative to determine what portion of

the wholesale provider's costs should be charged to the Customer. Cooperative shall promptly notify Customer of any reimbursable costs assessed by SPP.

B. Customer and Cooperative agree to abide by all SPP Protocols. In the event of a change in the SPP Protocols that results in a conflict or inconsistency between this Agreement and the SPP Protocols, the Parties hereto shall negotiate in good faith to amend this Agreement to eliminate such inconsistency or conflict and, to the extent possible, maintain the original intent of this Agreement. Neither Party shall have liability to the other Party for any adverse impact of any act or omission by SPP.

XXVIII. ADDITIONAL TERMS

A. The Service contracted for herein is to be provided and taken in accordance with the provisions of this Agreement, and the Rate Schedule, including any and all amendments that may hereafter be approved in accordance with applicable law; provided, however, in the event of conflict between the Rate Schedule and any provision of this Agreement, the latter shall control. Unless otherwise agreed, any security deposit required by Cooperative under this Agreement shall not exceed $1/6^{th}$ of annual billings as reasonably estimated by the Cooperative.

B. Cooperative assumes all responsibility for electricity and electric service facilities up to and including the Point of Delivery. Customer assumes all responsibility for electricity and Customer's facilities on Customer's side of the Point of Delivery.

C. Cooperative and Customer agree that with respect to the Non-Coincident Peak (NCP) demand charge, Section 202.23(C)(2)(d) of the Tariff shall be construed by the Parties to read as follows: "One thousand kW (1000 kW)".

XXIX. SURVIVAL

Any provision which expressly or by implication is to come into effect or continue in full force and effect after the termination or expiration of this Agreement shall remain in effect and be enforceable following such expiration or termination.

XXX. REPRESENTATIONS AND WARRANTIES

A. Cooperative hereby represents and warrants to Customer as follows:

i) Cooperative is a cooperative corporation duly formed and validly existing under the laws of the State of Texas and has all requisite power and authority to conduct its business as it is now being conducted.

(ii) Cooperative has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Cooperative of this Agreement, and the performance by Cooperative of its

obligations hereunder, have been duly and validly authorized by all necessary corporate action on the part of Cooperative, no other corporate action on the part of Cooperative or its board of directors being necessary.

(iii) This Agreement has been duly and validly executed and delivered by Cooperative and constitutes legal, valid and binding obligations of Cooperative enforceable against Cooperative in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other applicable laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(iv) No consent, approval or action of, or filing with or notice to, any governmental authority on the part of Cooperative is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except those which have already been obtained.

B. Customer hereby represents and warrants to Cooperative as follows:

(i) Customer is a home rule municipality duly formed and validly existing under the laws of the State of Texas and has all requisite power and authority to conduct its business as it is now being conducted.

(ii) Customer has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Customer of this Agreement, and the performance by Customer of its obligations hereunder, have been duly and validly authorized by all necessary actions on the part of Customer, no other action on the part of Customer or its City Council being necessary.

(iii) This Agreement has been duly and validly executed and delivered by Customer and constitutes legal, valid and binding obligations of Customer enforceable against Customer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other applicable laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(iv) No consent, approval or action of, or filing with or notice to, any governmental authority on the part of Customer is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except those which have already been obtained.

XXXI. APPROVALS AND EFFECT OF EXECUTION

This Agreement shall be effective as of the date this Agreement is executed and delivered by both Cooperative and Customer to each other (the "**Effective Date**").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

COOPERATIVE:

BIG COUNTRY ELECTRIC COOPERATIVE, INC.

By: Fredda Buckner
Fredda Buckner, General Manager

CUSTOMER:

CITY OF LUBBOCK, TEXAS

By: _____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed
Marsha Reed, PE, Chief Operating Officer

Aubrey Spear
Aubrey Spear, PE, Director of Water Resources

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

Attachment A
Rate Schedule

BIG COUNTRY ELECTRIC COOPERATIVE, INC. Tariff for Electric Service	Section II	Sheet No. 56.1
	Revision	Page
SECTION TITLE: RATE SCHEDULES APPLICABLE TO ALL AREAS	EFFECTIVE DATE: SEPTEMBER 15, 2011 revised 3/15/2012 retroactively	

202.23 Municipal Water Pumping - City of Lubbock, Lake Alan Henry Pump Station.

A. Application.

This service is available to the City of Lubbock, Lake Alan Henry Pump Station, for the purposes of water pumping for all service supplied at one point of delivery and taken through a single meter.

B. Type of Service.

At wholesale delivery point. Where service of the type desired by Customer is not already available at the point of delivery, additional charges under the Cooperative's line extension policy and special contract arrangements may be required prior to service being furnished.

C. Monthly Rate.

Each billing period the Customer shall be obligated to pay the following charges:

(1) Customer Charge @ $200.00 per meter

This charge is for the availability of electric service; and

(2) NCP Demand Charge @ $0.75 per Billing kW

This non-coincident peak (NCP) demand charge is applied to the greater of the following:

a. The maximum kilowatt demand for any period of fifteen (15) consecutive minutes during the billing period,
b. Fifty percent (50%) of the highest kW demand, as adjusted for power factor, established in the eleven (11) months preceding the billing period,
c. Seventy-five percent (75%) of amount specified in the Agreement for Service,
d. One thousand kW (1000 kW).

(3) Facilities Charges

If it is necessary to construct new facilities, alter existing facilities, or provide additional facilities (including metering and communications) in order to provide service and implement this tariff, the Cooperative will require a facilities charge unless the Customer pays a contribution in aid of construction for the cost of such facilities.

a. The monthly facilities charge shall be for the term of the Customer's agreement for service with the Cooperative.

b. The facilities charge shall be the revenue requirement for the amortization of the direct plant investment to provide service to the Customer financed by the Cooperative. The amortization shall be for the term of the agreement for service and shall include interest, depreciation, and margin requirement for debt service coverage (DSC) of 1.86 for the investment.

(4) Power Supply Charges

The cost of power to serve the Customer including but not limited to capacity, delivery, energy, and fuel charges for the billing period plus adjustments applied to the current monthly billing to account for differences in actual purchased electricity costs billed in previous periods. The power cost will be calculated using the billing units defined in the same manner as defined in the applicable Wholesale rate to the Cooperative including any ratchet provisions in the wholesale rate. The Customer's billing units for power cost may be adjusted for line losses, as determined by the Cooperative, to calculate the Customer's power cost at the wholesale supplier's metering point to the Cooperative.

D. Monthly Minimum Charge.

Each billing period the Customer shall be obligated to pay the higher of the following charges as a minimum, whether or not any energy is actually used:

(1) The Customer Charge plus the NCP Demand Charge.

(2) The minimum required in the Agreement for Electric Service.

E. Power Factor.

The Member agrees to maintain a power factor of not less than ninety-eight percent (98%). Should the Member's lagging power factor at the time of maximum demand during the month be determined to be below ninety-eight percent (98%), the Member's maximum demand for billing purposes may be adjusted by multiplying the maximum demand by ninety-eight percent (98%) and dividing by the lagging power factor at the time of such maximum demand.

F. Billing Adjustments.

This rate is subject to billing adjustments except Power Cost Recovery Factor as provided for in Section 203 Billing Adjustments.

G. Agreement.

In order to provide service to a consumer, an agreement for electric service with a fixed term may be required by the Cooperative. This rate schedule may be changed by order or consent of regulatory authorities having jurisdiction. Service hereunder is subject to the Cooperative's tariff for electric service.

Regular City Council Meeting **5. 11.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading – Public Works Traffic Engineering: Ordinance 2012-O0032 Consider an ordinance amending Chapter 20, Traffic, of the Lubbock Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing an effective date.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

The City Council previously adopted and enacted a new code of ordinances in September 2010 to address non-substantive issues; specifically and primarily to adopt a new numbering scheme for the Code which allows greater flexibility and allows for later expansion. This amendment brings forward substantive changes to this chapter which are intended to update legal references to current law, to repeal outdated and unnecessary provisions, and to conform the code to current style and practice.

In addition to the substantive changes, Division 4, Resident Parking Only Program, section 20.04.111 includes a sixth zone, Monterey High School area. The procedures for permits and the costs have been updated as well.

Article 20.05.001, Moving buildings or oversize loads, enumerates the procedures to which Building Inspection adheres per article 28.09.131(10).

Section 20.04.014, Procedures for establishing limited-time parking areas, calls for disputes to be heard by the Citizens Traffic Commission instead of the City Council.

Division 4, Speed, includes the latest speed and school zone tables that were passed by ordinances on 8/25/2011 and 9/27/2011, respectively.

A blue-lined copy of the revised ordinance is provided.

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Sam Medina, City Attorney

Attachments

Revisions - Chapter 20

CHAPTER 20

TRAFFIC

ARTICLE 20.01 GENERAL PROVISIONS[i]*

Sec. 20.01.001 Definitions

For the purpose of this chapter, the following phrases, words and their derivatives shall be construed as defined in this section. All other words shall have their usual meaning. Whenever a public official is referred to by only the title of his office, such reference shall be construed as if followed by the words "of the City of Lubbock or his authorized deputy," unless the context indicates otherwise:~~The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section:~~

Alley. Any public street, typically between fifteen (15) and twenty (20) feet in width, having no official name, which is designed primarily for installation of and access to public utilities, as well as providing access to abutting properties.
~~Any street as defined in this section having no regular or official name other than "alley" of twenty (20) feet or less in width.~~

Authorized emergency vehicle. Vehicles of the fire department (fire patrol), police vehicles, public and private ambulances for which permits have been issued by the state board of health, emergency vehicles of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated city, private vehicles operated by volunteer firemen or certified emergency medical services volunteers while answering a fire alarm or responding to a medical emergency and vehicles operated by blood banks or tissue banks, accredited or approved under the laws of this state or the United States, while making emergency deliveries of blood, drugs, medicines or organs.

Bicycle. Every device propelled by human power upon which any person may ride, having two (2) tandem wheels, either of which is over fourteen (14) inches in diameter.

Block. The portion of one side of a street situated between two (2) cross streets. An alley shall not be considered as establishing the boundary of a block for purposes of this division.

Bus. Every motor vehicle designed for carrying more than ten (10) passengers and used for the transportation of persons; and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

Business district. The territory contiguous to and including a highway when within any

six hundred (600) feet along such highway there are buildings in use for business or industrial purposes, including but not limited to hotels, banks or office buildings, railroad stations and public buildings, which occupy three hundred (300) feet of frontage on one side or three hundred (300) feet collectively on both sides of the highway.

Chief of police. The chief of police or his or her designee.

City manager. The city manager or his or her designee.

City secretary. The city secretary or his or her designee.

Crosswalk. That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; or any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surfaces.

Curb. The edge of a street, roadway or highway.

Demonstration. Any gathering or procession of persons for the purpose of making known their opinion as to any event or matter, which gathering or procession will involve the use of any public street or alley without compliance with normal or usual traffic controls.

Double park. The standing of a vehicle, whether occupied or not, upon a street, roadway or highway in the rear of a vehicle parked with the front end to the curb of such street, roadway or highway, or alongside of a vehicle parked parallel with the curb of such street, roadway or highway.

Driver. Every person who drives or is in actual physical control of a vehicle.

Engine compression release brakes and *dynamic braking devices*. A device for the conversion of the motor of a vehicle from an internal combustion engine to an air compressor for the purpose of braking.

Freeway. A divided arterial through highway with full control of access and with grade separations at intersections.

Guest pass. A temporary parking pass issued by the city manager under Article 20.04, Parking Stopping and Standing, Division 4. Resident Parking Only Program of this Chapter. The pass will be valid for a period of one year.

Hazardous material. Any material defined as a "hazardous material" pursuant to 49 C.F.R. 171.8 (2011) or any amendments thereto.

Intersection.

(1) The area embraced within the prolongation or connection of the lateral curblines, or, if none, then the lateral boundary lines of the roadways of two (2) streets or highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets or highways joining at any other angle may come in conflict.

(2) Where a street or highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided street or highway by an intersecting street or highway shall be regarded as a separate intersection. In the event such intersecting street or highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such streets or highways shall be regarded as a separate intersection.

(3) The junction of an alley with a street or highway shall not constitute an intersection.

Laned roadway. A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

Limited-access highway or *controlled-access highway*. Every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same, except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

Limited lines. Boundaries of parking areas, loading zones, safety or danger zones, crosswalks and lines marked for the purpose of excluding traffic and parking.

Loading zone. The space or section of the street adjacent to the curb, set aside for the exclusive use of loading or unloading passengers, supplies or merchandise.

Low density residential street. A one-block portion of a street containing residential occupancies zoned R-1 or R-2 in accordance with Chapter 40 of this code. There may be commercial and nonresidential uses within the block, but resident parking only zones shall not be designated adjacent to such commercial or nonresidential occupancies.

~~*Motor vehicle*. Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.~~

Motor vehicle. A vehicle, machine, tractor, trailer, or semitrailer, or any combination thereof, propelled or drawn by mechanical power or by electric power from overhead trolley wires. It does not include a vehicle, locomotive, or car, operated exclusively on a rail or rails.

Motorcycle. Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground but excluding a tractor or motor-assisted bicycle.

Negligence. The want of such care and caution as a person of ordinary prudence would use under like circumstances.

Official traffic-control devices. All signs, signals, markings and devices not inconsistent with this chapter placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

Owner. A person, other than a ~~lienholder~~lien holder, having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

Parade. Any march or procession consisting of people, animals or vehicles, or a combination thereof, except funeral processions, upon any public street or alley, which does not comply with the normal or usual traffic controls.

Park or *parking*. The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

Parking space. The space or section of the street adjacent to the curbing and bounded and indicated by lines or metal markers upon the surface of the street extending from the curbing into the street.

Pedestrian. Any person afoot.

Permit. A resident parking only permit issued by the city manager under Article 20.04, Parking Stopping and Standing, Division 4. Resident Parking Only Program of this Chapter.

Police officer. Every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Private road or driveway. Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner but not by other persons.

Public place. A place where people are assembled or to which people commonly resort for purposes of business, amusement, recreation or other lawful purposes, and for the purpose of this chapter, the term “public place” shall include all streets and alleys within the corporate limits of the city.

Railroad. A carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

Railroad sign or signal. Any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

Railroad train. A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails, except streetcars.

Recreational equipment or trailer. Any boat, on or off a trailer; any boat trailer; any racecar or parts, on or off a trailer; any snowmobile, on or off a trailer; any dune buggy, on or off a trailer; any motorcycle trailer, and any utility, cargo or stock trailer.

Recreational street use. The use of a public street or alley for purposes including, but not limited to, block parties, marathons, walkathons, bikeathons and similar recreational events, both charitable and non-charitable, which do not comply with normal or usual traffic controls.

Recreational vehicle. "Recreational vehicle," "vacation travel trailer" and "travel trailer" are used synonymously and mean a vehicle designed for a temporary or short-term occupancy for travel, recreational and vacation uses. Such vehicles shall include any travel trailer, camp trailer, pop-up or tent camper, house trailer, mobile home, motor home or house car, and any pickup camper, on or off the pickup, except a simple shell, on the pickup, having no cooking or bath facilities.

Requiring placards. The materials to be transported are hazardous materials and are in sufficient quantity to require placards in accordance with the Department of Transportation Hazardous Material Regulations (49 U.S.C.S. section 1801 et seq.) (1990) (Supp. 1994) and 49 C.F.R. 172.500 et seq. (2011) or any amendments thereto.

Residence district. The territory contiguous to and including a street or highway not comprising a business district when the property on such street or highway for a distance of three hundred (300) feet or more is in the main improved with residences or residences and buildings in use for business.

Resident parking only zone. Any designated on-street parking spaces within a residential area where only resident motor vehicles displaying a valid permit may stop, stand, or park.

Right-of-way. The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

Safety zone. The area or space officially set apart within a roadway for the exclusive use

of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

School bus. Every motor vehicle that complies with the color and identification requirements set forth in the most recent edition of standards as produced and sponsored by the National Commission on Safety Education of the National Education Association, Washington, D.C., and is being used to transport children to or from school or in connection with school activities, but not including buses operated by common carriers in urban transportation of school children.

Slow signs. Signs bearing upon their face the word "Slow."

Stop. When required, complete cessation of movement.

Stop, stopping or *standing*. When prohibited, any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control sign or signal.

Temporary pass. A temporary parking pass issued by the city manager under Article 20.04, Parking Stopping and Standing, Division 4. Resident Parking Only Program of this Chapter. The pass will be valid for a period of one day.

Through street or *through highway*. Every street or highway portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through street or highway in obedience to a stop sign, yield sign or other official traffic-control device, when such signs or devices are erected as provided for in this chapter.

Transport. To move any motor vehicle requiring placards upon any public street or highway.

Traffic. Pedestrians, ridden or herded animals, vehicles, streetcars and other conveyances, either singly or together, while using any street or highway for purposes of travel.

Traffic-control signal. Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

Traffic engineer. Traffic engineer or his or her designee.

Truck. Every motor vehicle designed, used or maintained primarily for the transportation of property.

Vehicle. Every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

Yield right-of-way signs. Signs bearing upon their face the words "Yield Right-of-Way."

(Ordinance 564, sec. 1, adopted 5/29/1937; Ordinance 890, art. 1, adopted 11/10/1948; Ordinance 1931, sec. 1, adopted 6/28/1956; 1959 Code, secs. 18-1, 18-103; Ordinance 5173, secs. 1, 4, adopted 12/21/1966; 1983 Code, sec. 16-1; Ordinance 9092, sec. 2, adopted 8/13/1987; Ordinance 9874, sec. 1, adopted 1/25/1996)

State law reference–Definitions pertaining to rules of the road, V.T.C.A, Transportation Code, ch. 541.

Sec. 20.01.002 State law adopted

The motor vehicle code of the state (article 6701d, Revised Civil Statutes), as amended, is hereby adopted as the motor vehicle code of the city, with the additions contained in this chapter. (1983 Code, sec. 16-2)

Editor's note-Since adoption of this provision, the regulations contained in the Uniform Act Regulating Traffic on Highways (V.T.C.S., article 6701d) have been recodified and are now located in V.T.C.A., Transportation Code.

Sec. 20.01.003 Required obedience to traffic regulations

It is unlawful and a misdemeanor for any person to do any act forbidden or to fail to perform any act required in this chapter. (1959 Code, sec. 18-18; 1983 Code, sec. 16-43)

~~Sec. 20.01.004Public officers and employees to obey chapter~~

~~The provisions of this chapter applicable to the drivers upon the streets or highways shall apply to the drivers of all vehicles owned or operated by the United States, the state, county and city, subject to such specific exceptions as are set forth in this chapter with reference to authorized emergency vehicles. (1959 Code, sec. 18-20; 1983 Code, sec. 16-44)~~

~~**State law reference**– Applicability of traffic laws to drivers of government vehicles, V.T.C.A., Transportation Code, sec. 542.002.~~

~~Sec. 20.01.005Exemptions for authorized emergency vehicles~~

~~(a) The provisions of this chapter regulating the operation, parking and standing of vehicles shall apply to authorized emergency vehicles, as defined in this chapter, except as provided in this section.~~

~~(b) A driver when operating any such vehicle in an emergency, except when otherwise directed by a police officer, may:~~

~~(1) Park or stand, notwithstanding the provisions of this chapter.~~

~~(2) Exceed the speed limit; provided, however, that no ambulance shall at any time exceed ten (10) miles per hour over the posted speed.~~

~~(3) Disregard regulations governing direction of movement or turning in specified directions so long as this is done in a careful manner so as not to endanger life or property.~~

~~(4) Proceed cautiously past a red or stop sign or signal, but only after slowing down as may be necessary for safety.~~

~~(Ordinance 890, art. 2, sec. 3, adopted 11/10/1948; 1959 Code, sec. 18-21; Ordinance 7554, sec. 1, adopted 10/27/1977; 1983 Code, sec. 16-45)~~

~~**State law references** Operation of authorized emergency vehicles, V.T.C.A., Transportation Code, ch. 546; permissible conduct, V.T.C.A., Transportation Code, sec. 546.001; duty of care, V.T.C.A., Transportation Code, sec. 546.005; municipal regulation of speed limits for emergency vehicles, V.T.C.A., Transportation Code, sec. 545.365.~~

~~Sec. 20.01.006Funeral procession identification~~

~~A funeral composed of a procession of vehicles shall be identified as such by the display upon the outside of each vehicle of a pennant or other identifying insignia or by such other method as may be determined and designated by the chief of police. (1959 Code, sec. 18-4; 1983 Code, sec. 16-14)~~

Sec. 20.01.007 Boarding or alighting from moving vehicle

No person shall board or alight from any vehicle while such vehicle is in motion. (1959 Code, sec. 18-7; 1983 Code, sec. 16-17)

Sec. 20.01.008 Riding on portion of vehicle not designed for passengers

No person shall ride on any vehicle upon any portion thereof not designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty, or to persons riding within truck bodies in space intended for merchandise. (1959 Code, sec. 18-8; 1983 Code, sec. 16-18)

Sec. 20.01.009 Coasters, roller skates, etc.

No person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device shall go upon any roadway, except while crossing a street on a crosswalk, and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. (1959 Code, sec. 18-8; 1983 Code, sec. 16-19)

Sec. 20.01.010 Placing stickers, posters, etc., on vehicle of another

No person shall, within the limits of this city, place any sticker, poster, paper or tag in, on or upon any vehicle not the property of the person so performing such act. This section shall not apply to any peace officer in the discharge of the duty of having cars tagged for violation of laws or ordinances. (Ordinance 264, secs. 1, 2, adopted 8/14/1924; 1959 Code, sec. 18-11; 1983 Code, sec. 16-20)

ARTICLE 20.02 ADMINISTRATION AND ENFORCEMENT

Division 1. Generally

Sec. 20.02.001 Enforcement of chapter

It shall be the duty of the police department to enforce the provisions of this chapter. (Ordinance 890, art. 11, sec. 8, adopted 11/10/1948; 1959 Code, sec. 18-16; 1983 Code, sec. 16-41)

Sec. 20.02.002 Authority of police and fire officers to direct traffic

(1) ~~(a)~~ Officers of the police department or such officers as are assigned by the chief of police are hereby authorized to direct all traffic by voice, hand or signal in conformance with traffic laws; provided, that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require notwithstanding the provisions of the traffic laws.

(2) ~~(b)~~ Officers of the fire department, when at the scene of a fire, may direct or assist the police in directing traffic thereat or in the immediate vicinity.

(1959 Code, sec. 18-17; 1983 Code, sec. 16-42)

State law reference–Power of city to regulate traffic by means of police officers, V.T.C.A., Transportation Code, sec. 542.202.

Sec. 20.02.003 Procedure on arrest

Unless otherwise provided, any person arrested for violating any of the provisions of this chapter shall be given a notice by the arresting officer to appear before the municipal court as provided by the Transportation Code, chapter 543, which chapter is hereby adopted by reference, and it shall be unlawful and an offense for any person to disobey such notice. (Ordinance 890, art. 12, sec. 1, adopted 11/10/1948; 1959 Code, sec. 18-15; 1983 Code, sec. 16-22; Ordinance 9875, sec. 1, adopted 1/25/1996)

~~Sec. 20.02.004 Appearance in court; noncompliance, penalty~~

~~(a) Any person willfully violating his written promise to appear in municipal court as directed on a traffic citation is guilty of a misdemeanor regardless of the disposition of the charge upon which he was originally arrested.~~

~~(b) A written promise to appear in court may be complied with by an appearance by counsel.~~

~~(1959 Code, sec. 18-15.1; Ordinance 5145, secs. 1, 2, adopted 12/8/1966; 1983 Code, sec. 16-23)~~

~~**State law reference** Compliance with or violation of promise to appear, V.T.C.A., Transportation Code, sec. 543.009.~~

Secs. 20.02.005–20.02.030 Reserved

Division 2. City Manager

Sec. 20.02.031 Duties generally

It shall be the general duty of the city manager ~~or his designee~~ to determine the installation and proper timing of traffic-control devices, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering investigations of traffic conditions and to cooperate with other city officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by this chapter and other ordinances of the city. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-3)

Sec. 20.02.032 Placement of signs and markers

The ~~city manager~~traffic engineer ~~or his designee~~, except as otherwise directed by this chapter and except as otherwise directed from time to time by the city council, shall have power and he is hereby authorized to regulate the operation and parking of vehicles within the corporate limits of the city, including private property used for public purposes, by the erection or placing of proper signs or markers indicating prohibited or limited parking, restricted speed areas, one-way streets, through or arterial streets, stop streets, prohibited or restricted turns, play streets, school zones, hospital zones, quiet zones, safety zones, loading and unloading zones, angle parking and other signs or markers indicating the place and manner of operating or parking vehicles. The ~~city manager~~traffic engineer ~~or his designee~~ shall also have power and he is hereby authorized to regulate the movement of pedestrians upon the streets and sidewalks of the city by the erection or placing of proper signs or markers indicating the flow of pedestrian traffic. The ~~city manager~~traffic engineer ~~or his designee~~ shall also have power and he is hereby authorized to designate bus stops and taxicab stands and to erect signs prohibiting the parking of vehicles other than buses and taxicabs in such stands. The traffic engineer ~~city~~

~~manager~~ ~~or his designee~~ shall also have power and he is hereby authorized to designate truck routes and to regulate the parking of vehicles of various sizes and weights. The traffic engineer ~~city manager or his designee~~ shall further have power and he is hereby authorized to cause all such necessary signs or markers to be erected or placed on any street or part of a street when he deems such action necessary. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-4)

Sec. 20.02.033 Marking off traffic lanes

The traffic engineer ~~city manager or his designee~~ is empowered and authorized to mark off traffic lanes on streets and parts of streets indicating and directing the flow of traffic when in his judgment such action is necessary. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-5)

Sec. 20.02.034 Prima facie evidence of erection of signs or markers

The existence of traffic signs or markers at any place within the corporate limits of the city shall be prima facie evidence that such signs or markers were erected or placed by and at the direction of the traffic engineer ~~city manager or his designee~~ and in accordance with the provisions of this division. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-6)

Sec. 20.02.035 Regulations filed

Every regulation, designation, delineation or determination promulgated by the traffic engineer ~~city manager or his designee~~ pursuant to the authority granted in this chapter shall be described in writing and filed with the city secretary, beginning July 1, 1964. Such writing shall constitute a public record, and all persons shall be charged with notice of the contents of the same. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-7)

Secs. 20.02.036–20.02.060 Reserved

Division 3. School Crossing Guards[ii]*

Sec. 20.02.061 Limitations on powers

Nothing in this division shall in any manner be construed as granting or establishing in school crossing guards the powers or authority of a peace officer, and such school crossing guards shall be strictly limited and confined to the exercise and performance only of those duties provided for herein. (1959 Code, sec. 18-158; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-347)

Sec. 20.02.062 Position established; qualifications; supervision; compensation

(1) There is hereby established and created the position of "school crossing

guard." Such positions may be filled by persons whose qualifications, both physical and educational, will permit the performance of the duties of school crossing guards as defined in this division and in accordance with such requirements that may be established from time to time by the city manager. All school crossing guards shall be under the immediate supervision and control of the police chief and shall be a part of the police department, and shall receive such salaries as may from time to time be established by the budget of the city. ~~(1959 Code, sec. 18-154; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-348)~~

~~(1)~~(2) ~~(a)~~ Police department school crossing guards may be supplemented by school district crossing guards. Guards provided and funded by school districts must be approved by the City of Lubbock Police Department and stationed at areas the City of Lubbock Traffic Engineering Department approves as warranted school crossings. These crossing guards must fulfill all duties and abide by all requirements of school crossing guards employed by the City of Lubbock.

(1959 Code, sec. 18-154; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-348)

Sec. 20.02.063 Duty to assist children

It shall be the duty of each school crossing guard to assist the crossing by school children in the safest manner possible at the crosswalk to which he is assigned, assisting the crossing of such children individually or in groups, as the volumes of pedestrian and vehicular traffic may dictate. Such school crossing guard, having children to escort across such crosswalk, shall, before allowing such children to enter such crosswalk, himself step from the curb or shoulder of the roadway into such crosswalk, when such movement may be made with safety, and by the use of his hands, or such flags, whistles or ~~handsigns~~hand signs as may be furnished, attract the attention of approaching motorists and wait until all vehicles immediately approaching such crosswalk are stopped before signaling the waiting children to enter such crosswalk. The school crossing guard shall remain in such crosswalk until the crossing children shall have reached the opposite curb, then himself quickly resume his post and allow the flow of vehicular traffic to resume. School crossing guards, when not attempting to stop vehicular traffic for the crossing of children, shall stand back from the crosswalk and keep all flags or ~~handsigns~~hand signs furnished him furled or hidden from the view of approaching traffic. (1959 Code, sec. 18-155; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-349)

Sec. 20.02.064 Duty to observe, report traffic violations

It shall be the duty of school crossing guards to observe and write down the name, if known, the license number and the description of all drivers violating traffic laws or ordinances in the vicinity of their assigned post, and to report such information to the

police department as soon as possible. (1959 Code, sec. 18-156; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-350)

~~Sec. 20.02.065Uniform, equipment~~

~~School crossing guards shall perform their duties only in such uniforms, garbs, dress or other clothing as may be approved by the police chief with the consent of the city manager. School crossing guards may further be issued such badges or other forms of identification, and equipped with such whistles, flags or hand signs as deemed by the police chief with the approval of the city manager most likely to catch the attention of motorists and warn such motorists that they are approaching a school crossing. Provided, however, that no uniform, badge or other item of equipment issued such school crossing guards shall be of the same design, shape or color as the uniforms or equipment worn or carried by members of the police department. Uniforms and badges shall be worn by such school crossing guards only while at their assigned post of duty and while traveling between such assigned post to their place of residence. (1959 Code, sec. 18-157; Ordinance 3571, sec. 1, adopted 8/10/1961; 1983 Code, sec. 16-351)~~

ARTICLE 20.03 TRAFFIC-CONTROL SIGNS, SIGNALS AND DEVICES[iii]*

Sec. 20.03.001 Manual and specifications for traffic-control devices

All traffic-control signs, signals and devices shall conform to the manual and specifications approved by the state transportation commission. All signs and signals required under this chapter for a particular purpose shall so far as practicable be uniform as to type and location throughout the city. All traffic-control devices so erected and not inconsistent with the provisions of state law or this chapter shall be official traffic-control devices. (1959 Code, sec. 18-24; 1983 Code, sec. 16-62)

State law reference–Adoption of sign manual and specifications, V.T.C.A., Transportation Code, sec. 544.001.

Sec. 20.03.002 Violation of signs, markers

Any person failing or refusing to comply with the directions indicated on any sign or marker erected or placed in accordance with the provisions of this article when so placed or erected shall be guilty of a misdemeanor. (1959 Code, sec. 18-2; Ordinance 4448, sec. 2, adopted 6/30/1964; 1983 Code, sec. 16-8)

State law reference–Compliance with traffic-control device, V.T.C.A., Transportation Code, sec. 544.004.

Sec. 20.03.003 When traffic devices required for enforcement purposes

No provision of this chapter for which signs are required shall be enforced against an

alleged violator if at the time and place of the alleged violation an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective even though no signs are erected or in place. (1959 Code, sec. 18-25; 1983 Code, sec. 16-63)

State law reference–No enforcement against alleged violator if traffic-control device not in proper position or sufficiently legible, V.T.C.A., Transportation Code, sec. 544.004(b).

~~Sec. 20.03.004 Obedience to official traffic-control devices~~

~~No driver of a vehicle shall disobey the instructions of any official traffic-control device placed in accordance with the provisions of this chapter unless at the time [he is] otherwise directed by a police officer. (1959 Code, sec. 18-26; 1983 Code, sec. 16-64)~~

~~**State law reference**–Compliance with traffic-control device, V.T.C.A., Transportation Code, sec. 544.004.~~

~~Sec. 20.03.005 Display of unauthorized signs, signals or markings~~

~~(a) No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic-control device or railroad sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of an official traffic-control device or any railroad sign or signal.~~

~~(b) No person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising.~~

~~(c) No person shall place or maintain a flashing light or flashing electric sign of any kind or color within one thousand (1,000) feet of any intersection unless a permit is granted by the state transportation commission for such flashing light or electric sign.~~

~~(d) This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.~~

~~(e) Every such prohibited sign, signal, light or marking is hereby declared to be a public nuisance, and the chief of police is hereby empowered to remove the same or cause it to be removed without notice.~~

~~(1959 Code, sec. 18-30; 1983 Code, sec. 16-65)~~

~~**State law reference**–Display of unauthorized signs, signals or markings, V.T.C.A., Transportation Code, sec. 544.006.~~

ARTICLE 20.04 PARKING, STOPPING AND STANDING[iv]*

Division 1. Generally

Sec. 20.04.001 Parking control officers

(1) ~~(a)~~ There is hereby established and created the office and position of "parking control officer." Such offices and positions may be filled by persons whose qualifications, physical and educational, will permit the performance of the duties of parking control officers defined in this section and in accordance with such requirements that may be established from time to time by the city manager. All parking control officers shall be under the immediate supervision of the police chief.

(2) ~~(b)~~ It shall be the duty of each parking control officer to issue written notices whenever any vehicle is found unlawfully parked on any public street in the city in violation of any of the provisions of this article or is found unlawfully parked in any loading zone or in any no-parking zone designated by appropriate signs or markings.

(3) ~~(c)~~ This section shall not be construed as granting or establishing in parking control officers the powers or authority of a peace officer, and such parking control officers shall be strictly prohibited and limited to the exercise and performance of the duties provided for in this section.

(Ordinance 1419, secs. 1, 3, adopted 6/25/1953; 1959 Code, sec. 18-122; Ordinance 5173, sec. 5, adopted 12/21/1966; 1983 Code, sec. 16-248)

Sec. 20.04.002 Stopping when traffic obstructed

No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians, notwithstanding any traffic-control signal indicated to proceed. (1959 Code, sec. 18-73; 1983 Code, sec. 16-224)

Sec. 20.04.003 Manner of parking - two-way and one-way streets, angle parking, loading or unloading

Except as otherwise provided in this section, every vehicle stopped or parked upon a roadway where there are adjacent curbs shall be so stopped or parked with the right-hand wheels of such vehicle parallel to and within eighteen (18) inches of the right-hand curb:

(1) Upon one way streets where parking is permitted, vehicles may be parked with the left-hand wheels adjacent to and within eighteen (18) inches of the

left-hand curb.

(2) Upon the streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such mark or sign.

(3) In places where and at hours when stopping for loading or unloading of merchandise or materials is permitted, vehicles used for the transportation of such materials may back into the curb to take on or discharge loads when the owner of such vehicle holds a special permit granting him such privilege.

(1959 Code, sec. 18-83; 1983 Code, sec. 16-225)

State law reference–Additional parking regulations, V.T.C.A., Transportation Code, sec. 545.303.

~~Sec. 20.04.004Stopping, standing or parking prohibited in specified places~~

~~(a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer or traffic-control device, in any of the following places:~~

~~(1) On a sidewalk;~~

~~(2) In front of a public or private driveway;~~

~~(3) Within an intersection;~~

~~(4) Within fifteen (15) feet of a fire hydrant;~~

~~(5) On a crosswalk;~~

~~(6) Within twenty (20) feet of a crosswalk at an intersection;~~

~~(7) Within thirty (30) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of the roadway;~~

~~(8) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;~~

~~(9) Within fifty (50) feet of the nearest rail of a railroad crossing;~~

~~(10) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of such entrance (when properly signposted);~~

~~(11) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;~~

~~(12) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;~~

~~(13) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;~~

~~(14) At any place where official signs prohibit stopping;~~

~~(15) On any grassed or landscaped area or area served by underground irrigation sprinklers, when said areas are located on any public property owned or maintained by the city. This section shall not apply to city vehicles, emergency vehicles or public utility service vehicles.~~

~~(b) No person shall park a vehicle, except in compliance with law or direction of a police officer or traffic-control device, within three (3) feet of any public or private driveway.~~

~~(Ordinance 890, art. 4, sec. 7, adopted 11/10/1948; 1959 Code, sec. 18-84; Ordinance 4808, sec. 1, adopted 10/14/1965; Ordinance 4868, secs. 1, 2, adopted 12/2/1965; Ordinance 8027, secs. 2, 4, adopted 4/10/1980; 1983 Code, sec. 16-226)~~

~~**State law reference** Stopping, standing or parking prohibited in certain places, V.T.C.A., Transportation Code, sec. 545.302.~~

Sec. 20.04.005 Parking on grassed or landscaped area at auditorium-coliseum

(1) ~~(a)~~ No person shall park or leave standing any vehicle, whether attended or unattended, in or upon any grassed and landscaped area adjacent and abutting the auditorium-coliseum of the city; and it shall be unlawful for any person having a vehicle registered in his name or owning or operating or having the same in charge or under his control to allow, permit or suffer such vehicle to be parked or left standing, whether attended or unattended, on any part or portion of the grassed and landscaped area abutting and adjacent to the auditorium-coliseum and such area or areas are hereby designated to be and constitute a no-parking zone.

(2) ~~(b)~~ Any vehicle parked or left standing in the no-parking zone established and designated in this section is hereby declared to be illegally parked and the same shall constitute a trespass upon public property and same will be subject to section 20.04.021 of this article, and same will be subject to be impounded in accordance with the terms therein provided.

(3) ~~(c)~~ Any person who shall suffer or permit any vehicle registered in his name or owned or operated or having in charge or in control any vehicle to be parked or left standing in violation of the terms of this section shall, upon conviction, be fined in any sum not less than twenty-five dollars ($25.00) and not exceeding two hundred dollars ($200.00).

(Ordinance 2379, secs. 1, 2, 4, adopted 3/26/1958; 1959 Code, sec. 18-84.1; 1983 Code, sec. 16-227)

Sec. 20.04.006 Obstruction of traffic

It shall be unlawful for any driver or other person in control of any truck or other vehicle to park or permit the same to be parked, whether for loading, unloading or any other purpose, on any public street in such a way that would not leave at least a ten-foot clearance for moving traffic between such truck or other vehicle and the painted or otherwise plainly marked or constructed dividing line or barrier dividing such street for opposite vehicular travel. (Ordinance 1430, sec. 1, adopted 8/13/1953; 1959 Code, sec. 18-85; 1983 Code, sec. 16-228)

Sec. 20.04.007 Parking in alleys

(1) ~~(a)~~ No person shall park a vehicle within any alley in the city in such a manner or under such conditions as to block the alley or leave an insufficient width of the roadway available for the free movement of vehicular traffic.

(2) ~~(b)~~ No person shall park a vehicle within an alley in a business district or in any alley in a block on which a business building abuts, except for the purpose of actually loading or unloading such vehicle, and this shall be done in an expeditious manner.

(Ordinance 890, art. 11, sec. 4, adopted 11/10/1948; 1959 Code, sec. 18-86; 1983 Code, sec. 16-229)

Sec. 20.04.008 Hazardous or congested places

When signs are erected or curbs painted upon the approach to hazardous or congested places, indicating no parking, no person shall stop, stand or park a vehicle in any such designated place. (Ordinance 890, art. 4, sec. 2, adopted 11/10/1948; 1959 Code, sec. 18-87; 1983 Code, sec. 16-230)

Sec. 20.04.009 Entrances to hotels, theaters, etc.

It shall be unlawful for any person to park or permit the parking of any vehicle under his control at the entrance to any ~~picture show,~~ theater, hotel or other public buildings where official signs are erected or curbs are painted or lettered indicating that no parking is permitted, except that this provision shall not apply to momentary stopping of passenger

vehicles, picking up and discharging passengers. (Ordinance 890, art. 4, sec. 2A, adopted 11/10/1948; 1959 Code, sec. 18-88; 1983 Code, sec. 16-231)

Sec. 20.04.010 Parking adjacent to schools

When signs are erected or curbs are painted, indicating no parking upon either side of the streets adjacent to any school property, no person shall park a vehicle in any such designated place. (Ordinance 890, art. 4, sec. 3, adopted 11/10/1948; 1959 Code, sec. 18-89; 1983 Code, sec. 16-232)

Sec. 20.04.011 Habitually parking adjacent to residential property belonging to another

It shall be unlawful for any person in charge of or operating a motor vehicle to allow, permit or to park such motor vehicle habitually on that portion of the street abutting residential property when the operator of such motor vehicle does not own nor occupy the residence or a portion of the lot. (Ordinance 1102, secs. 1, 2, adopted 6/28/1951; 1959 Code, sec. 18-90; 1983 Code, sec. 16-233; Ordinance 9320, sec. 1(5), adopted 12/14/1989)

Sec. 20.04.012 Private parking area; trespass

It shall be unlawful and a trespass for any person to park a motor vehicle upon any private parking area within the city unless expressly or impliedly invited to do so by the proprietor of such private parking area. (Ordinance 2454, sec. 1, adopted 4/24/1958; 1959 Code, sec. 18-90.1; 1983 Code, sec. 16-234)

Sec. 20.04.013 Parking in private or commercial parking lot after closing hours of business establishments adjacent to said parking lot

(1) ~~(a)~~ No person shall stop, stand or park a motor vehicle on a private or commercial parking lot after closing hours of the business establishments adjacent to said parking lot when the prohibition against stopping, standing and/or parking and the hours of such businesses are conspicuously posted at the entrance(s) to said parking lot.

(2) ~~(b)~~ Exceptions:

(a) ~~(1)~~ Stopping, standing and/or parking for a purpose specifically associated with the businesses located there, including but not limited to loading, unloading, delivery, or security.

(b) ~~(2)~~ Demonstrable emergency purposes.

(3) ~~(c)~~ It shall be presumed that the registered owner of the vehicle is the operator of the vehicle, and the registered owner shall bear responsibility of the

violation unless and until proof is offered that some other person was the actual operator of the vehicle.

(4) ~~(d)~~ This violation shall be classified as a "parking" violation for purposes of fines and court costs assessment. The violation shall carry a maximum fine of two hundred dollars ($200.00).

(5) ~~(e)~~ The sign posted by a business owner shall:

(a) ~~(1)~~ Expressly prohibit stopping, standing and/or parking after business hours;

(b) ~~(2)~~ State the business hours of the establishment(s) adjacent to the parking lot;

(c) ~~(3)~~ Reference the particular City of Lubbock ordinance establishing the violation: and

(d) ~~(4)~~ Be posted conspicuously at every paved, curb cut entrance to the parking lot.

(6) ~~(f)~~ Alleged lack of notice of the posting by entrance to the parking lot other than by a paved, curb cut entrance shall not constitute a defense to the violation established herein.

(1983 Code, sec. 16-235; Ordinance 2004-O0135, sec. 1, adopted 3/4/2004)

Sec. 20.04.014 Procedures for establishing limited-time parking areas

Upon any written request filed with and approved by the traffic engineer for a limited-time parking area from the owner and/or tenants of commercial property, government, public and semipublic facilities abutting a public street on one side of any block for a minimum distance of at least one hundred fifty (150) feet and such a request represents eighty (80) percent or more of the street frontage proposed to be placed in a limited-time parking zone, the traffic engineer shall mark or cause the marking of such limited-time parking zone with appropriate signs indicating fifteen (15) minutes, thirty (30) minutes, one hour, or two-hour parking limits, ~~as the case might be,~~ or if it is determined that one of the above parking limits is not satisfactory to the affected abutting property owners or tenants, the application shall be referred to the ~~city council~~ Citizen~~'~~s' Traffic Commission for disposition. Said parking limits shall be effective between the hours of 8:00 a.m. and 5:00 p.m., or as determined by the traffic engineer, except Sundays and city holidays; and said parking limits shall be effective only on school days if in the vicinity of a school area. If residential property abuts or adjoins or is affected by any parking limitations from the commercial property, governmental, public and semipublic facilities, the owners and/or tenants of said residential property may join in an application for limited-time parking under the same terms and regulations which control limited-time parking in the

commercial property, governmental, public and semipublic facility, areas. (Ordinance 1129, sec. 1, adopted 9/14/1951; 1959 Code, sec. 18-91; Ordinance 2794, sec. 1, adopted 5/28/1959; Ordinance 7687, sec. 1, adopted 7/13/1978; 1983 Code, sec. 16-236)

Sec. 20.04.015 Parking for purpose of sale, repair, etc.

No person shall stand or park a vehicle, and no owner shall permit or suffer any vehicle belonging to such owner to sustain or be parked, upon any street, roadway or highway for the purpose of:

(1) Displaying it for sale; and

(2) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.

(Ordinance 890, art. 4, sec. 5, adopted 11/10/1948; 1959 Code, sec. 18-93; 1983 Code, sec. 16-238)

Sec. 20.04.016 Parking for primary purpose of advertising

No person shall operate or park any vehicle on any street, roadway or highway, and no owner shall suffer or permit any vehicle belonging to such owner to be operated or parked for the primary purpose of advertising. (Ordinance 890, art. 4, sec. 6, adopted 11/10/1948; 1959 Code, sec. 18-94; 1983 Code, sec. 16-239)

Sec. 20.04.017 Parking certain trucks, buses, recreational vehicles, recreational equipment or trailers on certain streets

It shall be unlawful for any person owning or having control of any truck, bus, recreational vehicle, recreational equipment or trailer having a capacity in excess of one and one-half (1-1/2) tons or which is more than eighteen (18) feet in length, or seven (7) feet in width, or seven (7) feet in height, to park the same upon any collector street, as shown upon the master thoroughfare plan map of the city, or upon any street at a location that is within two hundred fifty (250) feet of any single-family residence in the city; provided, however, the provisions of this section shall not be deemed to prohibit the parking of any such truck, bus, recreational vehicle, recreational equipment or trailer on any collector street or street in a residential area for the purpose of the actual loading and unloading of goods, wares and merchandise when such vehicle is accompanied by a driver; and provided, further, “loading” and “unloading” as used in this section shall be limited to the actual time necessarily consumed in such operation. (Ordinance 1753, sec. 1, adopted 7/28/1955; 1959 Code, sec. 18-94.1; 1983 Code, sec. 16-240; Ordinance 9055, sec. 6, adopted 4/9/1987; Ordinance 9092, sec. 3, adopted 8/13/1987)

Sec. 20.04.018 Stopping buses

All buses permitted to be operated and used in the city for transporting passengers over the streets, roadways and highways of the city shall stop, take on and unloading passengers at street intersections or at such other places as the city manager may designate, and it shall be unlawful for any driver of such bus to stop the same in any part of a block for the purpose of taking on or unloading passengers at any place except at street intersections or at such other places as have been designated for such purposes, unless directed to stop by a police officer or a fireman of the city. (Ordinance 890, art. 11, sec. 2, adopted 11/10/1948; 1959 Code, sec. 18-98; 1983 Code, sec. 16-242)

Sec. 20.04.019 Bus stops and taxicab stands generally

No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone. (1959 Code, sec. 18-99; 1983 Code, sec. 16-243)

Sec. 20.04.020 Responsibility for illegal parking

It shall be unlawful for any person, having registered in his name or owning or operating or having in charge any vehicle, to allow, suffer or permit same to stop, stand, or be parked on any street or public or private property in the city in violation of any of the provisions of this chapter or other ordinances of the city regulating the stopping, standing or parking of vehicles. (Ordinance 890, art. 11, sec. 4, adopted 11/10/1948; 1959 Code, sec. 18-101; 1983 Code, sec. 16-244; Ordinance 9045, sec. 1, adopted 3/12/1987)

Sec. 20.04.021 Impounding of illegally parked or abandoned vehicles

(1) ~~(a)~~ Any vehicle parked on any public street, or in an alley, or in front of a fire hydrant, or on any part of a crosswalk, or in any loading zone in violation of any provision of this chapter or other ordinance of the city or statute of the state, or abandoned on public or private property, may, upon direction of the chief of police, be removed from such place, impounded and taken to such place as is designated by the police department.

(2) ~~(b)~~ An "abandoned" vehicle as used in this section shall be defined as in the state laws of the subject.

(3) ~~(c)~~ Nothing herein shall affect ordinances that permit immediate removal of a vehicle left on public property which constitutes an obstruction to traffic.

(Ordinance 1367, sec. 2, adopted 4/23/1953; Ordinance 2444, sec. 1, adopted 3/27/1958; 1959 Code, sec. 18-102; Ordinance 5908, sec. 1, adopted 7/23/1970; Ordinance 6793, sec. 1, adopted 1/24/1974; Ordinance 8036, sec. 1, adopted 4/24/1980; 1983 Code, sec. 16-245; Ordinance 9320, sec. 8, adopted 12/14/1989)

State law reference–Removal of unlawfully stopped vehicle, V.T.C.A., Transportation Code, sec. 545.305.

Sec. 20.04.022 Parking must be entirely within lines or markers identifying space

It shall be unlawful and an offense for any person to park any vehicle across or upon any line or metal markers designating or identifying a parking space or to park a vehicle in such manner that the same shall not be entirely within the area so designated by such lines or metal markers identifying and designating such parking space. (Ordinance 564, sec. 13, adopted 5/29/1937; 1959 Code, sec. 18-113; 1983 Code, sec. 16-246)

Sec. 20.04.023 Overtime parking

If a vehicle shall remain continuously parked within a parking space for a period of time longer than the parking limit for such parking space, such vehicle shall be considered as parked overtime and beyond the limit fixed for such space. The parking of a vehicle overtime shall be considered a violation of this ~~division~~chapter. (Ordinance 564, sec. 7, adopted 5/29/1937; 1959 Code, sec. 18-114; 1983 Code, sec. 16-247)

Sec. 20.04.024 Parking for limited amounts of time

At the locations designated in the ordinances listed in section 1 of Ordinance No. 4656, hereby incorporated in this section, there shall be erected signs designating the locations as ~~two-hour~~ limited parking zones, and no vehicle shall remain parked within any spaces within such zones for a ~~longer~~ continuous period longer than the time limit on the posted sign at the limited parking zone ~~than two (2) hours at any time between the hours of 8:00 a.m. and 5:00 p.m. on any day, except Sunday and holidays officially designated in section 2.05.001 of this code. Except, however, the city manager is hereby authorized to designate locations within such area where, due to existing conditions, parking of motor vehicles shall be limited to thirty (30) minutes and signs shall be erected designating such zone; and no vehicle shall remain parked within any space within such zone for a longer continuous period than thirty (30) minutes at any time between the hours and on the days stated above.~~ (Ordinance 4656, sec. 2, adopted 3/11/1965; Ordinance 5270, sec. 7, adopted 6/8/1967; 1983 Code, sec. 16-270)

Secs. 20.04.025–20.04.050 Reserved

Division 2. Parking for Persons with Disabilities[v]*

Sec. 20.04.051 Designation of space; identification and dimension requirements

All parking spaces designated after January 1, 1993, for the exclusive use of vehicles transporting temporarily or permanently disabled persons shall conform to sections 4.1, 4.6, and 4.30 of the Accessibility Guidelines for Buildings and Facilities promulgated under the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) relating to

the number, dimensions, and identification of parking spaces for the disabled. (1983 Code, sec. 16-249; Ordinance 9579, sec. 1, adopted 1/14/1993)

Sec. 20.04.052 Enforcement and penalties

The penalties and enforcement of requirements regarding parking for disabled persons shall be as provided for in article 6675a-5e.1, sections 6A(c), 6A(d), and section 10, Vernon's Texas Civil Statutes. (1983 Code, sec. 16-250; Ordinance 9579, sec. 2, adopted 1/14/1993)

Editor's note–The penalties for offenses under this division have been recodified in V.T.C.A., Transportation Code, sec. 681.0101 & 681.011.

Sec. 20.04.053 Exemption from certain penalties

The owner of a vehicle is exempt from the payment of a fee or penalty imposed by the City of Lubbock for parking in a parking garage or lot or in a space with a limitation on the length of time for parking if:

(1) The vehicle is being operated by or for the transportation of a person with a disability; and

(2) There is:

(a) ~~(A)~~ Displayed on the vehicle special license plates issued under section 504.201 of the Texas Transportation Code; or

(b) ~~(B)~~ Placed on the rearview mirror of the vehicle's front windshield a disabled parking placard.

(1983 Code, sec. 16-251; Ordinance 2006-O0110, sec. 1, adopted 11/9/2006)

Secs. 20.04.054–20.04.080 Reserved

Division 3. Loading Zones[vi]*

Sec. 20.04.081 Applicability of provisions

This division shall apply to and regulate all existing loading zones and all loading zones which shall hereafter be established. (Ordinance 1847, sec. 1, adopted 3/22/1956; Ordinance 1963 adopted 7/12/1956; 1959 Code, sec. 18-2.5; 1983 Code, sec. 16-13)

Sec. 20.04.082 Charges for use; duties of traffic engineer~~city manager~~

(1) ~~(a) The city manager~~ The traffic engineer ~~or his/her designee~~ shall ~~, upon the advice and recommendation of the traffic engineering director,~~ determine the

location of loading zones in the city and shall place and maintain adequate signs indicating the same, which shall be operative from 7:00 a.m. to 6:00 p.m. unless otherwise specifically authorized or permitted.

(2) ~~(b)~~ For the purpose of regulating and supervising loading zones and to provide a fund to cover all costs involved for installing adequate signs designating and identifying loading zones, there is hereby imposed an annual ~~charge~~ fee for all loading zones. These fees shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, the following minimum fees are established for these costs:~~, as follows:~~

(a) ~~(1)~~ Initial installation of a new loading zone shall be two hundred~~fifty-five~~ dollars ($200~~55~~.00) per sign, plus three dollars and thirty cents ($3.30) per linear foot.

(b) ~~(2)~~ Existing loading zones shall be three dollars and thirty cents ($3.30) per linear foot. Such charges are against and to be paid by the applicant for such loading zone as hereinafter provided.

(3) ~~(c)~~ All charges for such applicable loading zones shall be payable annually in advance for the calendar year on or before January first of each such year, and charges for all loading zones designated subsequent to the last day of any quarter of a calendar year shall be prorated for the remainder of such year on a quarterly basis; provided, however, the minimum charge for any portion remaining in a calendar year shall be for at least one full quarter.

~~. All money due and payable hereunder shall be deposited with the city auditor.~~

(Ordinance 1847, sec. 1, adopted 3/22/1956; Ordinance 1963 adopted 7/12/1956; 1959 Code, sec. 18-2.1; Ordinance 4745, sec. 1, adopted 7/22/1965; Ordinance 5173, sec. 2, adopted 12/21/1966; Ordinance 7758, sec. 1, adopted 11/9/1978; Ordinance 8226, sec. 1, adopted 8/27/1981; 1983 Code, sec. 16-9)

Sec. 20.04.083 Application, payment of charges

Every person desiring or requiring a loading zone shall make application to the ~~director of planning~~ traffic engineer and~~, if approved by such director, he shall transmit such request to the city manager, who, before setting aside such area by exhibiting signs,~~ shall have the collection of the annual charge provided for in this division certified to him by the traffic engineer~~chief accountant~~. The ~~chief accountant~~traffic engineer shall thereafter collect the renewal fee on the same basis for subsequent years, and in the event the same is not promptly paid, he shall so advise the ~~city manager~~applicant that the signs notifying the public of the restrictions on parking shall be removed, the curbs repainted and the area otherwise restored to the previously existing character of parking. (Ordinance 1847, sec. 1, adopted 3/22/1956; Ordinance 1963 adopted 7/12/1956; 1959 Code, sec. 18-2.3; 1983 Code, sec. 16-10)

Sec. 20.04.084 Use of spaces

Loading space shall be adjacent to the curb. No person shall stand or park a vehicle in any loading space for the purpose of loading or unloading passengers for a period of time in excess of three (3) minutes. All loading or unloading of merchandise, supplies and materials in such loading space must be performed in an expeditious manner and no vehicle shall remain in a loading space for a longer period of time than is reasonably necessary to expeditiously load or unload merchandise, supplies and materials from such vehicle, nor while the operator thereof is soliciting or engaged otherwise than in loading such vehicle, except that a reasonable time shall be allowed to the operator of such vehicle for securing a receipt of delivery. All other parking within such loading zones is hereby declared unlawful. There shall be no time limit upon the parking of a taxicab in a taxi stand or taxicab loading zone. (Ordinance 1847, sec. 1, adopted 3/22/1956; Ordinance 1963 adopted 7/12/1956; 1959 Code, sec. 18-2.4; Ordinance 5173, sec. 3, adopted 12/21/1966; 1983 Code, sec. 16-11)

Sec. 20.04.085 Revocation, alteration

The traffic engineer~~city manager~~ shall have the authority ~~upon the advice and recommendation of the director of planning~~ to revoke or alter the designation of any loading zone space provided for in this division. In the event of such revocation or alteration of loading zone space there shall be refunded, upon application by the person making payment of the current charge therefore, a percentage of the total sum paid based upon the proportion that the period of actual use or any reduction in space bears to the total period or space for which the charge has been paid. (Ordinance 1847, sec. 1, adopted 3/22/1956; Ordinance 1963, adopted 7/12/1956; 1959 Code, sec. 18-2.2; 1983 Code, sec. 16-12)

Secs. 20.04.086–20.04.110 Reserved

Division 4. Resident Parking Only Program

Sec. 20.04.111 Purpose and allowable locations

(1) ~~(a)~~ The purpose of this division is to implement a R~~r~~esident P~~p~~arking O~~o~~nly P~~p~~rogram for residential streets in specified zones within portions of the city for the following reasons:

(a) ~~(1)~~ To reduce hazardous traffic conditions caused by the use of residential streets for parking by persons using adjacent educational, commercial, industrial, or commuter facilities, but who do not reside in the neighborhood;

(b) ~~(2)~~ To protect the residents of such neighborhoods from polluted air, excessive noise, trash and refuse;

(c) ~~(3)~~ To protect the residents from unreasonable burdens in gaining access to their residences;

(d) ~~(4)~~ To preserve the character of such residential districts;

(e) ~~(5)~~ To promote efficiency in maintenance of the streets in a clean and safe condition;

(f) ~~(6)~~ To protect the safety of children in such residential areas.

(2) ~~(b)~~ The allowable locations for the resident parking only program shall be limited to ~~five (5)~~six (6) residential zones defined as follows:

Zone Number	Zone Name	Boundary Area	
Zone 1	Tech Terrace Neighborhood	North:	19th Street (US 62 / SH 114)
		South:	34th Street
		East:	University Avenue
		West:	Indiana Avenue
Zone 2	Heart of Lubbock	North:	19th Street (US 62 / SH 114)
		South:	34th Street
		East:	Avenue Q (US 84)
		West:	Indiana Avenue
Zone 3	South Overton	North:	Broadway
		South:	19th Street (US 62 / SH 114)
		East:	Avenue Q (US 84)
		West:	University Avenue
Zone 4	North Overton	North:	Marsha Sharp Freeway (US 82)/4th Street
		South:	Broadway
		East:	Avenue Q (US 84)
		West:	University Avenue
Zone 5	Arnett Benson	North:	Clovis Road (US 84)
		South:	Marsha Sharp Freeway (US 82) / 4th Street (FM 2255)
		East:	University Avenue
		West:	Indiana Avenue
Zone 6	Monterey	North:	42nd Street
		South:	50th Street
		East:	Elgin Avenue
		West:	Indiana Avenue

~~(3) (c) The citizens traffic commission shall be charged with monitoring the effectiveness of this program and may request review by the council of the City of Lubbock as necessary. The city council may continue, modify or~~

repeal this section, as may be desirable following any such review.

(1983 Code, sec. 16-194; Ordinance 10075, sec. 1, adopted 6/11/1998; Ordinance 2008-O0014, sec. 1, adopted 2/28/2008)

Sec. 20.04.112 Definitions

Block shall mean that portion of one side of a street situated between two (2) cross streets. An alley shall not be considered as establishing the boundary of a block for purposes of this division.

City manager means the city manager or his designee.

Guest pass means a temporary parking pass issued by the city manager under this division. The pass will be valid for a period of one year. The pass will be in a form designed to hang from a vehicle's rearview mirror.

Low density residential street means a one-block portion of a street containing residential occupancies zoned R-1 or R-2 in accordance with chapter 40 of this code. There may be commercial and nonresidential uses within the block, but resident parking only zones shall not be designated adjacent to such commercial or nonresidential occupancies.

Permit means a resident parking only permit issued by the city manager under this division. The permit will be in the form of a window decal.

Resident parking only zone means any designated on-street parking spaces within a residential area where only resident motor vehicles displaying a valid permit may stop, stand, or park.

Temporary pass means a temporary parking pass issued by the city manager under this division. The pass will be valid for a period of one day and will be in a form designed to hang from a vehicle's rearview mirror.

Vehicle shall mean a vehicle as defined by the Texas Transportation Code Rules of the Road.

(1983 Code, sec. 16-195; Ordinance 10075, sec. 1, adopted 6/11/1998)

Sec. 20.04.113112 Designation of zones

(1) (a) The city manager or his/her designee traffic engineer may, from time to time, designate a number of resident parking only zones as the city manager determines determined necessary to provide for the parking needs of the residents of that neighborhood based upon the following criteria:

(a) ~~(1)~~ A petition must be obtained and filed in the traffic engineering department signed by the residents who own or occupy sixty (60) percent of the linear footage of the street block requesting the installation of the resident parking only signage.

(b) ~~(2)~~ The block(s) proposed for the program shall consist of low-density residential uses. ~~The city manager will determine the days and times of the restricted parking based upon a study conducted by the traffic engineering department, including input from the residents and traffic requirements.~~

(c) ~~(3)~~ Payment of an application fee, sign fabrication and installation costs by the applicant(s) within one hundred-eighty (180) days of filing a petition..

(2) ~~(b)~~ Marked service, delivery, city and state vehicles while parked for the purpose of providing service, delivery or conducting official business in the resident parking only zone are exempt from application of this division.

(3) ~~(c)~~ Following approval of an application, the ~~city manager~~traffic engineer shall conspicuously post signs within each zone indicating the locations and times for which parking is by permit only and indicating that unauthorized vehicles may be towed at the expense of the owner or operator in accordance with section 684.053 of the [Texas] Transportation Code. A resident parking only zone becomes effective for enforcement five (5) working days after signs are posted in the zone.

(4) ~~(d)~~ The costs to the applicant for the establishment of a resident parking only zone shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, the following minimum fees are established for these costs:~~The costs to the applicant for the establishment of a resident parking only zone are:~~

(a) ~~(1)~~ Fifty dollars ($50.00) application fee;

(b) ~~(2)~~ Two hundred dollars ($200.00)~~Fifty-two dollars ($52.00)~~ for the installation of each resident parking only sign required to meet uniform traffic code requirements; and

(c) ~~(3)~~ Five dollars ($5.00) annual fee for each resident parking only permit~~, one per vehicle.~~.

~~(c)~~(d) ~~(4)~~ Five dollars ($5.00) annual fee for each guest pass.

(1983 Code, sec. 16-196; Ordinance 10075, sec. 1, adopted 6/11/1998; Ordinance 2000-O0026, sec. 1, adopted 6/8/2000)

Editor's note–Section 684.053 of the [Texas] Transportation Code referred to in subsection (c) of the section above was renumbered as Texas Occupations Code section 2308.353 and amended by Acts 2007, 80th Legislature, Regular Session, ch. 1046, sec. 2.05, effective September 1, 2007.

Sec. 20.04.~~114~~113 Permit

(1) ~~(a)~~ The ~~city manager~~traffic engineer shall, after application and payment of the permit fee, issue resident parking only permits to any person who resides in the resident parking zone sufficient for that person's vehicles, including any vehicles owned by other family members residing at the same address.

(2) ~~(b)~~ The application for a permit must contain the name, home address, and ~~driver's~~ license plate number of the resident or property owner applying for the permit(s) and the number of permits needed.

(3) ~~(c)~~ To prove residency within the residential parking only zone and to verify the contents of the application, the applicant shall present one of the following at the time of application:

(a) ~~(1)~~ A valid Texas driver's license showing the applicant's current home address;

(b) ~~(2)~~ A valid Texas motor registration for the motor vehicle to be parked in the resident parking only zone, showing the applicant's current home address; or

(c) ~~(3)~~ A residential utility bill showing the applicant's current home address.

~~(c)~~(d) ~~(4)~~ A residential lease or deed showing the applicant's current home address.

(4) ~~(d)~~ When a vehicle other than a service, delivery, city or state vehicle making a delivery or conducting official business is parked in a resident parking only zone, the permit must be conspicuously displayed on the driver's side front windshield above the state inspection sticker. On motorcycles and trailers, such permit may be placed at a convenient location at or near the vehicle's license plate.

(5) ~~(e)~~ A permit authorizes the holder to stop, stand, and park a vehicle at any time in a resident parking only zone, unless such stopping, standing, or parking is prohibited or restricted by regulations other than those established under this division.

(6) ~~(f)~~ A permit is not transferable or assignable.

(7) ~~(g)~~ A permit is valid for one year beginning August 1 and ending July 31 of the following year. Permits may be renewed by applying in accordance with provisions of this division.

(8) ~~(h)~~ A lost, stolen or destroyed permit may be replaced for a five dollar ($5.00) fee. The permit holder must submit a signed affidavit stating that the permit was lost or stolen or provide physical verification that the permit has been destroyed. If a vehicle is sold, the permit holder may remove the permit and use it in lieu of the aforementioned signed affidavit.

(9) ~~(i)~~ One permanent guest pass may~~shall~~ be issued for each vehicle permit purchased, up to a limit of three (3) guest passes per residence.

(10) ~~(j)~~ Temporary passes are available to accommodate large gatherings within the residential parking only zone. Temporary passes shall be valid for one day only and will be provided on an individual basis. ~~A fee of one dollar ($1.00) per pass shall be charged to recover administrative costs. The total fee for all temporary passes for a single event shall not exceed twenty dollars ($20.00), and t~~The number of temporary passes issued shall not exceed the available curb space within one block of the location of the large gathering.

(11) ~~(k)~~ Issuance of a resident parking only permit does not limit either the city's or the state's ability to perform emergency repairs, maintenance, construction or reconstruction of the roadway, and performing emergency repairs, maintenance, construction or reconstruction of the roadway does not create a cause of action against either the city or the state.

(1983 Code, sec. 16-197; Ordinance 10075, sec. 1, adopted 6/11/1998; Ordinance 2000-O0026, secs. 2, 3, adopted 6/8/2000)

Sec. 20.04.~~115~~114 Removal

A residential parking permit zone may be removed by either of the following methods:

(1) A petition must be filed in the traffic engineering department signed by the residents who own or occupy sixty (60) percent of the linear footage of the numerical street block requesting the removal of the resident parking only signage. Such a petition shall not be considered within two (2) years of implementation of the zone.

(2) If the resident-only parking is located on a state-maintained roadway, the state may, at its sole discretion upon a finding that traffic conditions have so changed that the existence of the roadway facility under the resident parking only program is impeding maintenance, damaging the highway facility,

impairing safety or that the roadway facility is not being properly operated, or if for any other reason it is the state's judgment that such use is not in the public interest, approval for the resident parking only program on state-maintained roadways may be:

(a~~A~~) Modified, if corrective measures acceptable to both parties can be applied to eliminate the objectionable uses of the roadway facility; or

(b~~B~~) Terminated and use of the area for resident parking only discontinued.

(1983 Code, sec. 16-198; Ordinance 10075, sec. 1, adopted 6/11/1998; Ordinance 2000-O0026, sec. 4, adopted 6/8/2000)

Sec. 20.04.~~116~~115 Offenses; permit revocation; appeal; towing

(1) ~~(a)~~ A person commits an offense if he:

(a) ~~(1)~~ Stops, stands, or parks a motor vehicle in a resident parking only zone without displaying a valid permit, guest pass or temporary pass on the vehicle as required by this division; or

(b) ~~(2)~~ Falsely represents himself as being eligible for a resident parking only permit, submits false documents, or otherwise makes a false statement of a material fact on an application for a permit.

(2) ~~(b)~~ In addition to the above, the ~~city manager or his/her designee~~traffic engineer after an administrative hearing may revoke the resident parking only permit, guest pass or temporary pass of any person who:

(a) ~~(1)~~ Violates subsection (a) of this section; or

(b) ~~(2)~~ Has one or more outstanding delinquent parking citations issued by the city.

(3) ~~(c)~~ Further, the city, acting through its police department, may tow or cause to be towed any unauthorized vehicles parked in designated residential parking only zones during the hours of enforcement of such zone as permitted by chapter 684 of the Texas Transportation Code.

(4) ~~(d)~~ Permit revocations, towing and any other final administrative actions taken pursuant to this division by the city officials may be appealed in writing within ten (10) days of the date of the action to the permit and license appeal board of the City of Lubbock in accordance with the provisions of chapter 2, article 2.03, division 3, section 2.03.071 et seq., of this Code of Ordinances.

(1983 Code, sec. 16-199; Ordinance 10075, sec. 1, adopted 6/11/1998)

Editor's note–Chapter 684 of the Texas Transportation Code referred to in subsection (c) of the section above was recodified as Texas Occupations Code chapter 684 by Acts 2007, 80th Legislature, Regular Session, ch. 1046, effective September 1, 2007.

ARTICLE 20.05 OPERATION OF VEHICLES[vii]*

Division 1. Generally

Sec. 20.05.001 Moving buildings or oversize loads

It shall be unlawful for any person to move any building or any oversize, overweight or ~~overlength~~over length load, as established by Texas statutes, in, through or upon streets, alleys, avenues or public grounds within the limits of the city during the following hours of the day: 7:30 a.m. to 9:00 a.m., 12:00 noon to 1:00 p.m. and 4:30 p.m. to 6:00 p.m.; save and except any such activity commenced during authorized hours shall be permitted to continue during prohibited hours. The building inspection department will issue permits to move buildings or oversized loads in accordance with the provisions of Articles 28.07 and 28.09 of the Lubbock Code of Ordinances. ~~The codesbuilding inspection ddepartment will issue permits to move buildings or oversized loads as regulated by Section 28.09.101 (10) of the Code of Ordinances.~~ Notice shall be given to the police department, fire department, and traffic engineering department. Any movement on State roadways must be coordinated with the local district of the Texas Department of Transportation. ~~, provided notice thereof is given to the police department.~~ (1959 Code, sec. 18-4.1; Ordinance 5518, sec. 1, adopted 8/22/1968; 1983 Code, sec. 16-15)

State law references– Movement of Structure on Street in Home-Rule Municipality~~Authority of home-rule municipality to regulate movement of building on streets~~, V.T.C.A., Transportation Code, sec. 311.005; general provisions relating to vehicle size and weight, V.T.C.A., Transportation Code, ch. 621; municipal regulation of loads and equipment, V.T.C.A., Transportation Code, sec. 621.303.

Sec. 20.05.002 Riding on motorcycle

It shall be unlawful for any person to ride a motorcycle on or over any public sidewalk, any paved or unpaved public property along a street and behind the curb, any unpaved public shoulder of a public road, any utility easement or any other public property except upon public roadways and alleys, officially designated motorcycle trails and other areas designated and designed for vehicular traffic, or any private property within the city without the prior written consent of the owner of such property or the owner's agent carried on the person of such operator at the time and place of such operator at the time and place of such operation. Provided, further, that it shall be an affirmative defense in a prosecution under this section that the defendant was operating a motorcycle on private property with the prior written consent of the owner of such property or the owner's agent and introduced before the court on prosecution of the defendant. (1959 Code, sec.

18-5; Ordinance 7003, sec. 1, adopted 12/12/1974; 1983 Code, sec. 16-16)

Sec. 20.05.003 Driving to left of center of roadway

In addition to the restrictions on driving to the left of center of roadway articulated in state law, ~~(a) N~~no vehicle shall at any time be driven to the left side of the roadway, ~~under the following conditions:~~

~~(1)~~ w~~W~~here sight restriction is such that the section of highway being traversed lies within and is marked as a no-passing zone.

~~(a) (2) When approaching within one hundred (100) feet of or traversing any intersection or railroad grade crossing.~~

~~(b) (3) When approaching within one hundred (100) feet of any bridge, viaduct or tunnel.~~

~~(2) (b) The foregoing limitations shall not apply upon a one-way roadway.~~

(1959 Code, sec. 18-50; 1983 Code, sec. 16-126)

State law reference–Driving to left of center of roadway: limitations other than passing, V.T.C.A., Transportation Code, sec. 545.056.

Sec. 20.05.004 Driving ~~or parking~~ on one-way streets

Upon a roadway designated and signposted for one-way traffic, the driver of a vehicle shall drive only in the direction designated. ~~On one-way streets parking of vehicles is permitted on either side of the street, provided the vehicle is headed in the direction vehicles are permitted to travel on said street.~~ (Ordinance 1177, sec. 3(3), adopted 2/14/1952; 1959 Code, sec. 18-51; 1983 Code, sec. 16-127)

State law references–Driving on one-way roadways, V.T.C.A., Transportation Code, sec. 545.059; parking on one-way roads, V.T.C.A., Transportation Code, sec. 545.303.

Sec. 20.05.005 Driving on roadways laned for traffic

Whenever any roadway has been divided into two (2) or more clearly marked lanes for traffic, the following rules in addition to all others consistent herewith shall apply:

~~(1) The driver of a vehicle shall drive as nearly as practical entirely within a single lane, and the vehicle shall not be moved from such lane until the driver has first ascertained that such movement can be made with safety.~~

~~(2) Upon a roadway which is divided into three (3) lanes the driver of a vehicle~~

~~shall not drive in the center lane except when overtaking and passing another vehicle where the roadway is clearly visible and such center lane is clear of traffic within a safe distance, or in preparation for a left turn or where such center lane is at the time allocated exclusively to traffic moving in the direction the vehicle is proceeding and is signposted to give notice of such allocation.~~

(~~3~~1) Official signs may be erected directing slow-moving traffic to use a designated lane or designating those lanes to be used by traffic moving in a particular direction regardless of the center of the roadway and drivers of vehicles shall obey the direction of every such sign.

(1959 Code, sec. 18-53; 1983 Code, sec. 16-129)

State law reference–Driving on roadway laned for traffic, V.T.C.A., Transportation Code, sec. 545.060.

Sec. 20.05.006 Driving on grassed and landscaped area adjacent to auditorium-coliseum

No person shall drive any vehicle across, upon or through any grassed and landscaped area adjacent and abutting the auditorium-coliseum of the city; and it shall be unlawful for any person, having registered in his name such vehicle or owning or operating or having in charge or under his control such vehicle, to allow, permit or suffer such vehicle to be driven across, upon or through any part or portion of the grassed and landscaped areas adjacent and abutting the auditorium-coliseum. (1959 Code, sec. 18-53.1; Ordinance 2732, sec. 1, adopted 3/12/1959; 1983 Code, sec. 16-130)

Sec. 20.05.007 Driving on grassed, landscaped or irrigated city property

No person shall drive any motor vehicle across, upon or through any grassed or landscaped area or area served by underground irrigation sprinklers, when said areas are located on any public property owned or maintained by the city, and it shall be unlawful for any person, having registered in his name such vehicle or owning or operating or having in charge or under his control such vehicle, to allow, permit or suffer such vehicle to be driven across, upon or through any grassed or landscaped area or area served by underground irrigation sprinklers, when said areas are located on any public property owned or maintained by the city. This section shall not apply to city vehicles, emergency vehicles or public utility service vehicles. (1959 Code, sec. 18-53.2; Ordinance 8027, sec. 1, adopted 4/10/1980; 1983 Code, sec. 16-131)

Sec. 20.05.008 Hauling waste materials from certain residential streets

(1) ~~(a)~~ It shall be unlawful for any person to drive or cause to be driven any vehicle or vehicles with a trailer hauling or carrying trash, garbage, tree limbs, grass cuttings, debris or any waste or discarded materials upon any of the

following public streets or parts thereof, within the corporate limits of the city: Mesa Road from North Avenue A ~~(U.S. Highway 87) north~~ to Kent Avenue and on Kent Avenue from North Mesa Road to North Avenue Q, and on Yucca Road from Avenue A ~~(U.S. Highway 87)~~ to Mesa Road and on Sunset Lane from Avenue A ~~(U.S. Highway 87)~~ to North Mesa Road.

(2) ~~(b)~~ There is excepted from this section, however, official city sanitation department vehicles and private vehicles or private vehicles with trailers whose purpose is the collection of trash, garbage, tree limbs, grass cuttings, debris and any other waste or discarded materials from properties adjacent to the designated streets herein.

(1959 Code, sec. 18-55.1; Ordinance 6113, sec. 1, adopted 7/8/1971; 1983 Code, sec. 16-132)

Sec. 20.05.009 Driving in quiet zones

Whenever authorized signs are erected in a quiet zone or hospital or other sick zone, no person operating a motor vehicle within any such zone shall sound the horn or other warning device of such vehicle except in an emergency. (Ordinance 890, art. 3, sec. 3, adopted 11/10/1948; 1959 Code, sec. 18-79; 1983 Code, sec. 16-162)

Secs. 20.05.010–20.05.040 Reserved

Division 2. Starting, Turning and Stopping

Sec. 20.05.041 Required position and method of turning at intersections

In addition to the requirements articulated in state law, ~~T~~the driver of a vehicle intending to turn at an intersection shall do so as follows:

~~(1) Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.~~

~~(2) The approach for a left turn shall be made in that portion of the right half of the roadway nearest the centerline thereof and after entering the intersection the left turn shall be made so as to leave the intersection to the right of the centerline of the roadway being entered.~~

(1~~3~~) Approach for a left turn from a two-way street into a one-way street shall be made in that portion of the right half of the roadway nearest the centerline thereof and by passing to the right of such centerline where it enters the intersection. A left turn from a one-way street into a two-way street shall be made by passing to the right of the centerline of the street being entered upon leaving the intersection.

~~(4) Where both streets or roadways are one way, both the approach for a left turn and a left turn shall be made as close as practicable to the left-hand curb or edge of the roadway.~~

(2~~5~~) Approach for a left turn from a one-way street into a two-way street shall be made as near as practical to the left-hand curb or roadway edge of the one-way street.

(3~~6~~) When markers, buttons or signs are placed within or adjacent to intersections, thereby requiring and directing that a different course from that specified in this section be traveled by vehicles turning at an intersection, no driver of a vehicle shall turn a vehicle at an intersection other than as directed and required by such markers, buttons or signs.

(Ordinance 2063, sec. 1, adopted 11/8/1956; 1959 Code, sec. 18-57; 1983 Code, sec. 16-144)

State law reference–Turning at intersection, V.T.C.A., Transportation Code, sec. 545.101.

Sec. 20.05.042 Authority to place restricted turn signs

The ~~city manager~~traffic engineer ~~or his designee~~ is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right turn, left turn or U-turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted. (Ordinance 890, art. 4, sec. 9, adopted 11/10/1948; 1959 Code, sec. 18-58; 1983 Code, sec. 16-145; Ordinance 9320, sec. 8, adopted 12/14/1989)

Sec. 20.05.043 Limitations on turning around

The driver of any vehicle shall not turn such vehicle so as to proceed in the opposite direction upon any street unless such movement can be made in safety and without interfering with other traffic. (Ordinance 890, art. 4, sec. 26, adopted 11/10/1948; 1959 Code, sec. 18-59; 1983 Code, sec. 16-146; Ordinance 9320, sec. 8, adopted 12/14/1989)

State law reference–Safely turning, V.T.C.A., Transportation Code, sec. 545.103.

Sec. 20.05.044 Crossing traffic island or median dividers

It shall be unlawful for any person operating a motor vehicle to make a left turn with such vehicle into or out of an alley, driveway or building if such left turn is made across a painted traffic island or across a raised median divider on such street, roadway or highway. (Ordinance 890, art. 4, sec. 12, adopted 11/10/1948; Ordinance 2222, sec. 1, adopted 5/28/1957; 1959 Code, sec. 18-60; Ordinance 5446, sec. 1, adopted 4/25/1968;

1983 Code, sec. 16-147)

Secs. 20.05.045–20.05.070 Reserved

Division 3. Right-of-Way

~~**Sec. 20.05.071 Vehicle turning left at intersection**~~

~~The driver of a vehicle within an intersection intending to turn to the left shall yield the right-of-way to any vehicle approaching from the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard, but such driver, having so yielded and having given a signal when and as required by this chapter, may make such left turn and the drivers of all other vehicles approaching the intersection from such opposite direction shall yield the right-of-way to the vehicle making the left turn. (1959 Code, sec. 18-66; 1983 Code, sec. 16-159)~~

State law reference–Vehicle turning left, V.T.C.A., Transportation Code, sec. 545.152.

Sec. 20.05.07<u>1</u>~~2~~ Driving through funeral or other procession

No driver of a vehicle shall drive between the vehicles comprising a funeral or other procession while they are in motion and when such vehicles are conspicuously designated as required in this chapter. This provision shall not apply at intersections where traffic is controlled by traffic-control signals or police officers. (1959 Code, sec. 18-76; 1983 Code, sec. 16-160)

<u>Sec. 20.05.072 Funeral procession identification</u>

<u>A funeral composed of a procession of vehicles shall be identified as such by the display upon the outside of each vehicle of a pennant or other identifying insignia or by such other method as may be determined and designated by the chief of police. (1959 Code, sec. 18-4; 1983 Code, sec. 16-14)</u>

Sec. 20.05.073 Drivers in a procession

Each driver in a funeral or other procession shall drive as near to the right-hand edge of the roadway as practical and shall follow the vehicle ahead as close as is practical and safe. (1959 Code, sec. 18-77; 1983 Code, sec. 16-161)

Secs. 20.05.074–20.05.100 Reserved

Division 4. Speed[viii]*

Part I. In General

Sec. 20.05.101 Generally

(1) ~~(a)~~ No person shall drive a vehicle on a street or highway at a speed greater than is reasonable and prudent under the circumstances then existing. Except when a special hazard exists which requires lower speeds for compliance with section 545.351 of the Transportation Code, the prima facie speed limits specified in section 545.352 of the Transportation Code or the speed limits established by municipal ordinance for this city pursuant to section 542.202 of the Transportation Code shall be lawful, but any speed in excess of the limits established by section 545.352 of the Transportation Code or by municipal ordinance shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.

(2) ~~(b)~~ Where the city council has determined upon the basis of an engineering and traffic investigation that the prima facie maximum speed limit set forth hereinabove is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other portion of a street or highway and has declared a reasonable and safe prima facie maximum speed limit thereat or thereon by ordinance duly enacted and has directed and authorized the city manager to cause the placing of signs giving notice thereof, it shall be unlawful for any person to operate or drive a motor or other vehicle at a speed greater than the maximum prima facie limit shown on such sign.

(3) ~~(c)~~ The traffic engineer~~city manager~~ is authorized and directed to cause the placing of signs so as to clearly define the limits of the prima facie areas set out in section 20.05.102.

(4) ~~(d)~~ Any person violating the prima facie speed limit established by this section [or section 20.05.102] shall, upon conviction, be punished by a fine of not less than one dollar ($1.00) nor more than two hundred dollars ($200.00).

(1959 Code, sec. 18-82; Ordinance 5702, secs. 1–3, adopted 8/14/1969; 1983 Code, sec. 16-175; Ordinance 8468, sec. 2, adopted 8/11/1983; Ordinance 9290, sec. 1, adopted 7/27/1989; Ordinance 9875, sec. 3, adopted 1/25/1996)

Sec. 20.05.102 Limits on specific streets, highways, etc., and portions thereof

Pursuant to the provisions of section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direct.	Speed Limit Description	Speed (MPH)
1	East 4th Street (FM40)	WB	From East City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	WB	From 60ft West of Linden Ave. to 0.2mi East of Idalou Rd (US62)	55
3	East 4th Street (FM40)	EB	From 0.2mi East of Idalou Rd to the East City Limits	50
4	East 4th Street (FM40)	E/W	From 0.2mi East of Idalou Rd (US62) to Idalou Rd (US62)	40
5	East 4th Street	E/W	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	E/W	From Elgin Ave. to 0.20mi West of Indiana Ave.	50
7	4th Street (FM 2255)	E/W	From 0.20mi West of Indiana Ave. to 0.20mi West of Quaker Ave.	50
8	4th Street (FM 2255)	E/W	From 0.20mi West of Quaker Ave. to 0.10mi East of Toledo Ave.	50
9	4th Street (FM 2255)	E/W	From 0.10mi East of Toledo Ave. to West Loop 289	45
10	4th Street (FM 2255)	E/W	From West Loop 289 to 200ft West of Homestead Ave. (0.876mi)	45
11	4th Street (FM 2255)	E/W	From 200ft West of Homestead Ave. to Milwaukee Ave. (0.7mi)	50
12	4th Street (FM 2255)	E/W	From Milwaukee Ave. to 486' East of Quincy Ave. (0.408mi)	50
13	4th Street (FM 2255)	E/W	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179){2.301mi)	60
14	4th Street (FM 2255)	E/W	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309)(0.991mi)	55
15	4th Street (FM 2255)	E/W	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
16	East 19th Street	E/W	From East City Limits to East Loop 289 Frontage Rd	35
17	East 19th Street	E/W	From East Loop 289 Frontage Rd to Guava Ave.	40

18	East 19th Street	E/W	From Guava Ave. to Spruce Ave.	30
19	East 19th Street (US62 / SH114)	WB	From M L King, Jr. Blvd. to Canyon Lake Drive	45
20	East 19th Street (US62 / SH114)	WB	From Canyon Lake Drive to 80ft West of Birch Ave.	50
21	East 19th Street (US62 / SH114)	WB	From 80ft West of Birch Ave. to Avenue A	35
22	East 19th Street (US62 / SH 114)	EB	From Avenue A to Weber Drive	35
23	East 19th Street (US62 / SH114)	E/W	From Weber Drive to M L King, Jr. Blvd.	50
24	19th Street (US62 / SH 114)	E/W	From Avenue A to University Ave.	35
25	19th Street (US62 / SH 114)	E/W	From University Ave. to Canton Ave.	35
26	19th Street (US62 / SH 114)	WB	From Canton Ave. to Gary Ave.	40
27	19th Street (SH 114 / US 62)	WB	Gary Ave. to Orlando Ave.	45
28	19th Street (US62 / SH 114)	EB	From Marsha Sharp Frwy (US82) to Canton Ave.	40
29	19th Street (SH 114)	E/W	From Orlando Ave. to West Loop 289	45
30	19th Street (SH114)	E/W	From West Loop 289 to Juneau Ave.	50
31	19th Street (SH114)	E/W	From Juneau Ave. to Yuma Ave.	55
32	19th Street (SH114)	E/W	From Yuma Ave. to West City Limits	60
33	21st Street	E/W	From Joliet Ave. to Louisville Ave.	20
34	29th Drive	SE/ NW	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
35	29th Street	E/W	From Marsha Sharp Freeway (US 62/82) to Chicago Ave.	35
36	East 34th Street	E/W	From M L King, Jr. Blvd. to Avenue A	40
37	34th Street	E/W	From Avenue A to Avenue G	40
38	34th Street	WB	From Avenue G to Avenue J	40
39	34th Street	EB	From Avenue J to Avenue G	35
40	34th Street	E/W	From Avenue J to Slide Road	35
41	34th Street	E/W	From Slide Road to 160ft West of Englewood Ave.	35

42	34th Street	E/W	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
43	34th Street	E/W	From 930ft West of West Loop 289 to the West City Limits	50
44	East 40th Street	E/W	From M L King, Jr. Blvd. to Avenue A	35
45	East 50th Street (FM 835)	WB	From the East City Limits to East Loop 289	60
46	East 50th Street (FM 835)	WB	From East Loop 289 to 0.15mi East of Guava Ave.	55
47	East 50th Street (FM 835)	EB	From 0.15mi East of Guava Ave. to the East City Limits	55
48	East 50th Street (FM 835)	E/W	From 0.15mi East of Guava Ave. to Southeast Drive (Spur 331)	45
49	East 50th Street (FM 835)	E/W	From Southeast Drive (Spur331) to Avenue A	45
50	50th Street (FM 835)	E/W	From Avenue A to Interstate-27	40
51	50th Street	E/W	From Interstate-27 to Slide Road	40
52	50th Street	E/W	From Slide Road to West Loop 289 Frontage Road	40
53	East 66th Street	E/W	From M L King, Jr., Blvd. to East Slaton Road (US 84)	45
54	66th Street	E/W	From East Slaton Road (US 84) to Interstate-27 Frontage Road	45
55	66th Street	E/W	From Interstate-27 Frontage Road to University Ave.	35
56	66th Street	E/W	From University Ave. to Indiana Ave.	35
57	66th Street	E/W	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
58	74th Street	E/W	From University Ave. to Elgin Ave.	35
59	74th Street	E/W	From Quaker Ave. to Utica Ave.	35
60	East 82nd Street	E/W	From M L King, Jr. Blvd. to Interstate-27	50
61	82nd Street	E/W	From Interstate-27 to University Ave.	50
62	82nd Street	E/W	From University Ave. to Frankford Ave.	45
63	82nd Street	E/W	From Frankford Ave. to the West City Limits	50

64	98th Street	E/W	From the East City Limits to University Ave.	45
65	98th Street	E/W	From University Ave. to Nashville Ave.	50
66	98th Street	E/W	From Nashville Ave. to Savannah Ave.	40
67	98th Street	E/W	From Savannah Ave. to Slide Rd. (FM 1730)	50
68	98th Street	E/W	From Slide Road (FM 1730) to Frankford Ave.	50
69	98th Street	E/W	From Frankford Ave. to the West City Limits	40
70	114th Street	E/W	From University Ave. to Slide Road (FM 1730)	55
71	114th Street	E/W	From Slide Road (FM 1730) to Upland Ave.	55
72	130th Street (FM 1585)	E/W	From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd (FM 1730)	60
73	130th Street (FM 1585)	E/W	From 0.125mi West of Frankford Ave to 0.322mi West of Frankford Ave	60
74	130th Street (FM 1585)	E/W	From 0.322mi West of Frankford Ave to 380ft West of Alcove Ave	65
75	Alcove Avenue	N/S	From the North City Limits to 82nd St.	55
76	Alcove Avenue	N/S	From 82nd St. to 98th St.	40
77	Alcove Avenue	N/S	From 98th St. to the South City Limits	55
78	North Ash Avenue	N/S	From Interstate-27 Frontage Rd to Ursuline St.	40
79	North Ash Avenue	N/S	From Ursuline St to North Loop 289	35
80	North Ash Avenue	SB	From North Loop 289 to Erskine St.	40
81	North Ash Avenue	SB	From Erskine St. to Municipal Drive	35
82	North Ash Avenue	NB	From Municipal Drive to North Loop 289	40
83	Avenue A	SB	From Marsha Sharp Freeway (US 82) to 264ft South of 23rd St.	35
84	Avenue A	SB	From 264ft South of 23rd St. to 70ft South of 51st St.	40

85	Avenue A South Drive	SB	From 70ft South of 51st St. to 85ft South of 61st St.	50
86	Avenue A South Drive	SB	From 85ft South of 61st St. to Interstate-27 Frontage Road	45
87	Avenue A South Drive	NB	From Interstate-27 Frontage Road to 174ft North of East 61st St.	45
88	Avenue A South Drive	NB	From 174ft North of East 61st St. to 0.15mi South of East 50th St. (FM 835)	50
89	Avenue A	NB	From 0.15mi South of East 50th St. (FM 835) to 0.20mi North of East 34th St.	40
90	Avenue A	NB	From 0.20mi North of East 34th St. to East 30th St.	35
91	Avenue A	NB	From East 30th St. to 370ft South of East 19th St. (US 62)	40
92	Avenue A	NB	From 370ft South of East 19th St. (US 62) to East 8th St.	35
93	Avenue A	NB	From East 8th St. to Marsha Sharp Frwy. (US 82)	40
94	Avenue D	N/S	From 40th St. to 42nd St.	20
95	Avenue L	N/S	From 34th St. to 50th St.	35
96	Avenue P	N/S	From South Loop 289 Frontage Rd to 82nd St.	30
97	Avenue P	N/S	From 82nd St. to 84th St.	35
98	Avenue P	N/S	From 84th St. to the South City Limits	50
99	Avenue Q North Drive (Spur 326)	SB	From Interstate-27 Frontage Rd to 90ft South of Grinnell St.	50
100	Avenue Q North Drive (Spur 326)	SB	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
101	Avenue Q North Drive (Spur 326)	SB	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
102	Avenue Q North Drive (Spur 326)	NB	From Clovis Rd (US 84) to 230ft North of 1st St.	45
103	Avenue Q North Drive (Spur 326)	NB	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
104	Avenue Q North Drive (Spur 326)	NB	From 0.12mi South of Erskine St to Interstate-27(SB) Frontage Rd	45
105	Avenue Q (US 84)	N/S	From Clovis Rd (US84) to Marsha Sharp Frwy (US 82)	35

106	Avenue Q (US 84)	N/S	From Marsha Sharp Frwy (US 82) to 23rd St.	35
107	Avenue Q (US 84)	N/S	From 23rd St. to 50th St.	45
108	Avenue Q South Drive (US 84)	SE/ NW	From 50th St. to 54th St.	40
109	Avenue Q South Drive (US 84)	NW/ SE	From 54th St. to 58th St.	45
110	Avenue Q South Drive (US 84) Main Lanes	SE/ NW	From 58th St. to 0.257mi Southeast of 58th St.	50
111	Avenue Q South Drive (US 84) Main Lanes	SE/ NW	From 0.257mi Southeast of 58th St. to Interstate-27	55
112	Avenue Q South Drive / Slaton Hwy Frontage Rd (US84)	NWB	From 200ft Southwest of Ash Ave. to 58th St.	45
113	Avenue Q South Drive / Slaton Hwy Frontage Rd (US84)	SEB	From 58th St. to 600ft Southeast of Ash Ave.	45
114	East Broadway	E/W	From Idalou Road (US 62) to Avenue A	45
115	Broadway	E/W	From Avenue Q (US 84) to University Ave.	35
116	Buddy Holly Avenue	N/S	From North Interstate-27 Frontage Rd to Marsha Sharp Freeway (US 82)	40
117	Buddy Holly Avenue	NB	From Marsha Sharp Freeway (US 82) to Broadway	35
118	Buddy Holly Avenue	N/S	From Broadway to Interstate-27 North Frontage Rd	35
119	Clovis Road (US 84)	NW/ SE	From Avenue Q to Avenue S	35
120	Clovis Road (US 84)	NW/ SE	From Avenue S to North Vernon Ave.	40
121	Clovis Road (US 84)	NW/ SE	From North Vernon Ave. to Erskine Ave.	45
122	Clovis Road (US84)	NW/ SE	From Erskine St. to North Loop 289	50
123	Clovis Road (US 84)	NW/ SE	From North Loop 289 to the West City Limits	60
124	Clovis Road Frontage Road	NW/ SE	From North Loop 289 to the West City Limits	35
125	Elm Avenue	N/S	From East 50th St. (FM 835) to East 66th St.	40
126	Erskine Street	E/W	From North Ash Ave. to Interstate-27	35

127	Erskine Street	E/W	From Interstate-27 to North Avenue Q Drive (Spur 326)	45
128	Erskine Street	E/W	From North Avenue Q Dr(Spur 326) to North University Ave. (FM 1264)	50
129	Erskine Street	E/W	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
130	Erskine Street	E/W	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40
131	Erskine Street	E/W	From North Loop 289 to North Frankford Ave. (FM 2528)	45
132	Erskine Street	E/W	From North Frankford Ave. (FM 2528) to North Milwaukee Ave.	55
133	North Frankford Avenue (FM 2528)	N/S	From North City Limits to Princeton St.	60
134	North Frankford Avenue (FM 2528)	N/S	From Princeton St. to Cornell St.	55
135	North Frankford Avenue (FM 2528)	N/S	From Cornell St. to 3rd St.	50
136	Frankford Avenue (FM 2528)	N/S	From 3rd St. to West Loop 289	45
137	Frankford Avenue	N/S	From West Loop 289 to 19th St.	40
138	Frankford Avenue	N/S	From 19th St. (SH 114) to 41st St.	40
139	Frankford Avenue	N/S	From West Loop 289 to 500ft North of Spur 327	45
140	Frankford Avenue	SB	From 500ft North of Spur 327 to Spur 327	35
141	Frankford Avenue	NB	From Spur 327 to 500ft North of Spur 327	45
142	Frankford Avenue	SB	From Spur 327 to 500ft South of Spur 327	45
143	Frankford Avenue	NB	From 500ft South of Spur 327 to Spur 327	35
144	Frankford Avenue	N/S	From 500ft South of Spur 327 to 98th St.	45
145	Frankford Avenue	N/S	From 98th St. to the South City Limits	55
146	Idalou Road (US 62/82+SH114)	SWB	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65

147	Idalou Road (US 62/82+SH114)	SWB	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
148	Idalou Road (US 62/82+SH114)	SWB	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
149	Idalou Road (US 62 / SH114)	SWB	From E 3rd St. to 0.128mi Southwest of East Broadway	40
150	Idalou Road (US 62 / SH114)	SWB	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
151	Idalou Road (US 62 / SH114)	NEB	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
152	Idalou Road (US 62 / SH114)	NEB	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
153	Idalou Road (US 62 / SH114)	NEB	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
154	Idalou Road (US 62 / SH114)	NEB	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45
155	Idalou Road (US 62 / SH114)	NEB	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
156	Idalou Road (US 62/82+SH114)	NEB	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
157	Idalou Road (US 62/82+SH114)	NEB	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
158	Idalou Road North Frontage Road	SWB	From North Niter St. to East Colgate St.	40
159	Idalou Road North Frontage Road	SWB	From East Colgate St. to Loop 289 Frontage Road	50
160	Idalou Road North Frontage Road	SWB	From Loop 289 Frontage Road to Parkway Drive Frontage	50
161	Idalou Road South Frontage Road	NEB	From East 2nd St. to 190ft Northeast of East Colgate St.	45
162	Idalou Road South Frontage Road	NEB	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40

163	Idalou Road South Frontage Road	NEB	From 133ft Northeast of North Niter Ave. to 1.0 mi Southwest of the East City Limits	35
164	North Indiana Avenue	N/S	From Clovis Road (US 84) to 1st St.	45
165	Indiana Avenue	N/S	From 1st St. to 4th St. (FM 2255)	45
166	Indiana Avenue	N/S	From 19th St. (SH 62) to 34th St.	40
167	Indiana Avenue	N/S	From 34th St. to 50th St.	40
168	Indiana Avenue	N/S	From 50th St. to South Loop 289	40
169	Indiana Avenue	N/S	From South Loop 289 to 82nd St.	45
170	Indiana Avenue	N/S	From 82nd St. to the South City Limits	45
171	Inler Avenue (FM 179)	N/S	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50
172	Inler Avenue (FM 179)	N/S	From 0.664mi North of 34th St to the South City Limits(0.789mi)	60
173	Interstate 27 [Main Lanes]	SB	From the North City Limits to the South City Limits	65
174	Interstate 27 [Main Lanes]	NB	From the North City Limits to the South City Limits	65
175	Interstate 27 Frontage Rd	SB	From North City Limits to 554 ft South of Country Club Dr	55
176	Interstate 27 Frontage Rd	SB	From 554ft South of Country Club Dr to Marsha Sharp Freeway(US 82)	50
177	Interstate 27 Frontage Rd	SB	From 13th St. To 550ft South of 19th St. (US 62)	45
178	Interstate 27 Frontage Rd	SB	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50
179	Interstate 27 Frontage Rd	SB	From 170ft North of 32nd St. to 211ft South of 66th St.	45
180	Interstate 27 Frontage Rd	SB	From 211ft South of 66th St. to 77th St.	55
181	Interstate 27 Frontage Rd	SB	From 77th St. to South City Limits	45
182	Interstate 27 Frontage Rd	NB	From South City Limits To 77th St.	45

183	Interstate 27 Frontage Rd	NB	From 77th St. to 211ft South of 66th St.	50
184	Interstate 27 Frontage Rd	NB	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
185	Interstate 27 Frontage Rd	NB	From 550ft South of 19th St. (US 62) to 13th St.	40
186	Interstate 27 Frontage Rd	NB	From Marsha Sharp Freeway(US 82) to 554ft South of Country Club Dr	50
187	Interstate 27 Frontage Rd	NB	From 554ft South of Country Club Dr to North City Limits	55
188	East Kent Street (FM 2641)	E/W	From the East City Limits to North Guava Ave.	55
189	East Kent Street	E/W	From FM 2641 to M L King, Jr. Blvd.	45
190	East Kent Street	E/W	From M L King, Jr. Blvd. to Interstate-27	40
191	Kent Street	E/W	From Mesa Road to North University Ave. (FM 1264)	45
192	Loop 289 (Main Lanes)	CW& CCW	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60
193	Loop 289 (Main Lanes)	CW& CCW	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
194	Loop 289 Frontage Road	CCW	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
195	Loop 289 Frontage Road	CCW	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
196	Loop 289 Frontage Road	CCW	From Municipal Drive to M L King, Jr. Blvd.	40
197	Loop 289 Frontage Road	CCW	From M L King, Jr. Blvd. to North Avenue N	50
198	Loop 289 Frontage Road	CCW	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
199	Loop 289 Frontage Road	CCW	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
200	Loop 289 Frontage Road	CCW	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
201	Loop 289 Frontage Road	CCW	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45

202	Loop 289 Frontage Road	CCW	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
203	Loop 289 Frontage Road	CCW	From 0.795mi Southwest of Clovis Rd (US84 to North Quaker Ave.	45
204	Loop 289 Frontage Road	CCW	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
205	Loop 289 Frontage Road	CCW	From 0.200mi Southwest of North Quaker Ave. Southwesterly(1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
206	Loop 289 Frontage Road	CCW	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
207	Loop 289 Frontage Road	CCW	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
208	Loop 289 Frontage Road	CCW	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
209	Loop 289 Frontage Road	CCW	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
210	Loop 289 Frontage Road	CCW	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
211	Loop 289 Frontage Road	CCW	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
212	Loop 289 Frontage Road	CCW	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
213	Loop 289 Frontage Road	CCW	From 34th St. to the Marsha Sharp Freeway(US 62/82)	45
214	Loop 289 Frontage Road	CCW	From the Marsha Sharp Freeway(US 62/82) to 50th St.	45
215	Loop 289 Frontage Road	CCW	From 50th St. to 0.35mi East of University Ave.	50
216	Loop 289 Frontage Road	CCW	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
217	Loop 289 Frontage Road	CCW	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50

218	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
219	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
220	Loop 289 Frontage Road	SB	From 0.2mi SEB of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
221	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
222	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
223	Loop 289 Frontage Road	CW	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
224	Loop 289 Frontage Road	CW	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
225	Loop 289 Frontage Road	CW	From 0.35mi East of University Ave. to 50th St.	50
226	Loop 289 Frontage Road	CW	From 50th St. to the Marsha Sharp Freeway(US62/82)	45
227	Loop 289 Frontage Road	CW	From the Marsha Sharp Freeway(US62/82) to 34th St.	45
228	Loop 289 Frontage Road	CW	From 34th St. Northerly a distance of 0.29mi	45
229	Loop 289 Frontage Road	CW	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
230	Loop 289 Frontage Road	CW	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
231	Loop 289 Frontage Road	CW	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
232	Loop 289 Frontage Road	CW	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
233	Loop 289 Frontage Road	CW	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45

234	Loop 289 Frontage Road	CW	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
235	Loop 289 Frontage Road	CW	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly(1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
236	Loop 289 Frontage Road	CW	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
237	Loop 289 Frontage Road	CW	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
238	Loop 289 Frontage Road	CW	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
239	Loop 289 Frontage Road	CW	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
240	Loop 289 Frontage Road	CW	From Landmark Lane to 0.250mi East of Landmark Lane	45
241	Loop 289 Frontage Road	CW	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
242	Loop 289 Frontage Road	CW	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35
243	Loop 289 Frontage Road	CW	From the Santa Fe Railway overpass Easterly to North Avenue N	40
244	Loop 289 Frontage Road	CW	From North Avenue N East to North Interstate-27	50
245	Loop 289 Frontage Road	CW	From North Interstate 27 to North Globe Ave.	40
246	Loop 289 Frontage Road	CW	From North Globe Ave. Southeasterly a distance of 2.306mi	50
247	Loop 289 Frontage Road	CW	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
248	Main Street	E/W	From Avenue Q to University Ave.	35

249	Marsha Sharp Freeway(US 82)	E/W	From Avenue A to Avenue L	35
250	Marsha Sharp Freeway(US 82) Main Lanes	E/W	From Avenue Q (US 84) to University Ave.	60
251	Marsha Sharp Freeway(US 82) Main Lanes	NE/ SW	From University Ave. to 0.592mi West of West Loop 289	65
252	Marsha Sharp Freeway(US 62/82)	NE/ SW	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
253	Marsha Sharp Freeway(US 62/82)	NE/ SW	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
254	Marsha Sharp Freeway(US 82) {Main Lanes}	EB	From Ave R to Exit Ramp to Ave L	45
255	Marsha Sharp Freeway(US 82) Frontage Road	WB	From Avenue L to Avenue Q (US 84)	45
256	Marsha Sharp Freeway(US 82) Frontage Road	EB	From Avenue Q (US 84) to Ave L	45
257	Marsha Sharp Freeway(US 82) Frontage Road	WB	From Avenue Q (US 84) to University Ave	45
258	Marsha Sharp Freeway(US 82) Frontage Road	EB	University Ave to Avenue Q (US 84)	45
259	Marsha Sharp Freeway(US 82) Frontage Road	WB	From University Ave to Detroit Ave	45
260	Marsha Sharp Freeway(US 82) Frontage Road	WB	From Exit Ramp West of University to 4th St. (FM 2255) @ Elgin Ave	45
261	Marsha Sharp Freeway(US 82) Frontage Road	NEB	From Drive of Champions to University Ave	45
262	Marsha Sharp Freeway(US 62/82) Frontage Road	SWB	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
263	Marsha Sharp Freeway(US 62/82) Frontage Road	NEB	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of Texas Tech Parkway	45
264	Marsha Sharp Freeway Frontage Road	SWB	From 19th St. (SH 114) to Chicago Ave.	45
265	Marsha Sharp Freeway Frontage Road	NEB	From Chicago Ave to 19th St. (SH 114)	45
266	Marsha Sharp Freeway Frontage Road	SWB	From Chicago Ave. to 0.5mi West of West Loop 289	50
267	Marsha Sharp Freeway Frontage Road	NEB	From 0.5mi West of West Loop 289 to Chicago Ave.	50

268	North M. L. King, Jr. Boulevard (LIA Terminal Access)	NB	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60(0.409mi)	40
269	North M. L. King, Jr. Boulevard (LIA Terminal Access)	CCW	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35(0.147mi)	20
270	North M. L. King, Jr. Boulevard (LIA Terminal Access)	CCW	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42(0.248mi)	10
271	North M. L. King, Jr. Boulevard (LIA Terminal Access)	CCW	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52(0.189mi)	20
272	North M. L. King, Jr. Boulevard (LIA Terminal Access)	SB	From Station 52+52 South to E Bluefield St. (Station 0+00)(0.214mi)	40
273	North M. L. King, Jr. Boulevard	N/S	From East Bluefield St. to East Regis St. (FM 2641)	50
274	North M. L. King, Jr. Boulevard	N/S	From East Regis St. (FM 2641) to East Ursuline St.	50
275	North M. L. King, Jr. Boulevard	N/S	From East Ursuline St. to North Loop 289	45
276	North M. L. King, Jr. Boulevard	SB	From North Loop 289 to East 2nd St.	40
277	M. L. King, Jr. Boulevard	SB	From East 2nd St. to 0.181mi South of Parkway Drive (US 82)	35
278	M. L. King, Jr. Boulevard	SB	From 0.181mi South of Parkway Drive (US 82) to 0.065mi South of East 50th St.	40
279	M. L. King, Jr. Boulevard	SB	From 0.065mi South of East 50th St. to East Slaton Road (US 84)	50
280	M. L. King, Jr. Boulevard	NB	From East Slaton Road (US 84) to 0.070mi North of East 50th St.	50
281	M. L. King, Jr. Boulevard	NB	From 0.070mi North of East 50th St. to North Loop 289	40
282	M. L. King, Jr. Boulevard	N/S	From East Slaton Hwy (US 84) to the South City Limits	45
283	North Milwaukee Avenue	N/S	From the North City Limits to Erskine St.	55
284	North Milwaukee Avenue	N/S	From Erskine St. to 1st St.	45
285	Milwaukee Avenue	N/S	From 1st St. to 4th St. (FM 2255)	45

286	Milwaukee Avenue	N/S	From 4th St. (FM 2255) to 19th St. (SH 114)	50
287	Milwaukee Avenue	N/S	From 19th St. (SH 114) to 34th St.	50
288	Milwaukee Avenue	N/S	From 34th St. to Marsha Sharp Frwy (US62/82)	45
289	Milwaukee Avenue	N/S	From Marsha Sharp Frwy (US62/82) to 93rd St.	50
290	Milwaukee Avenue	N/S	From 93rd St. to South City Limits	45
291	Municipal Drive	NE/ SW	From North Guava Ave. to Northeast Loop 289	45
292	Municipal Drive	NE/ SW	From Northeast Loop 289 to Interstate-27	35
293	Parkway Drive Entrance (US 82)	WB	From Idalou Rd (US 62/82) to Parkway Drive (US 82)	50
294	Parkway Drive Exit (US 82)	EB	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
295	Parkway Drive (US 82) Main lane	E/W	From Idalou Road (US 62/82) to North Guava Ave. to Idalou Road	55
296	Parkway Drive (US 82)	E/W	From North Guava Ave. to 150ft West of Oak Ave.	45
297	Parkway Drive (US 82)	E/W	From 150ft West of Oak Ave. to 0.4mi East of Avenue A	55
298	Parkway Drive (US 82)	E/W	From 0.4mi East of Avenue A to 0.2mi East of Avenue A	50
299	Parkway Drive (US 82)	E/W	From 0.2 mi East of Avenue A to Avenue AB)	45
300	North Quaker Avenue	N/S	From the North City Limits to 300ft South of Kemper St.	50
301	North Quaker Avenue	N/S	From 300Ft South of Kemper St. to North Loop 289 Frontage Rd	35
302	North Quaker Avenue	N/S	From Texas Tech Pkwy South a distance of 0.147mi	35
303	North Quaker Avenue / Quaker Avenue	N/S	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
304	Quaker Avenue	N/S	From 4th St. (FM 2255) to 19th St. (SH 114)	45
305	Quaker Avenue	N/S	From 19th St. to Marsha Sharp Frwy(US 62/82)	35
306	Quaker Avenue	N/S	From Marsha Sharp Frwy (US 62/82) to 61st St.	40

307	Quaker Avenue	N/S	From 61st St. to South Loop 289	35
308	Quaker Avenue	N/S	From South Loop 289 to 76th St.	40
309	Quaker Avenue	N/S	From 76th St. to 82nd St.	45
310	Quaker Avenue	N/S	From 82nd St. to 93rd St.	45
311	Quaker Avenue	N/S	From 93rd St. to 98th St.	40
312	Quaker Avenue	N/S	From 98th St. to 102nd St.	40
313	Quaker Avenue	N/S	From 102nd St. to the South City Limits	50
314	East Regis Street (FM 2641)	E/W	From North Guava Ave. to M L King, Jr. Blvd.	55
315	East Regis Street (FM 2641)	WB	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
316	East Regis Street (FM 2641)	EB	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
317	East Regis Street (FM 2641)	E/W	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
318	Regis Street (FM 2641)	E/W	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
319	Regis Street (FM 2641)	E/W	From 0.155mi West of Interstate-27 to the West City Limits	55
320	Research Boulevard (Spur 309)	N/S	From 4th St. (FM 2255) South a distance of 0.20mi	50
321	Research Boulevard (Spur 309)	N/S	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
322	Research Boulevard (Spur 309)	N/S	From 0.80mi South of 4th St . (FM 2255) to 19th St. (SH 114)	50
323	Research Boulevard	N/S	From 19th St. (SH 114) to the South City Limits	50
324	East Slaton Road (US 84) Main Lanes	E/W	From Interstate-27 to 0.32mi Southeast of Loop 289	55
325	East Slaton Road (US 84)	NEB	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
326	East Slaton Road (US 84)	SE/ NW	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
327	North Slide Road	N/S	From 150ft North of Marshall Street to Erskine Street	40

328	North Slide Road	N/S	From Erskine Street to North Loop 289	40
329	Slide Road	N/S	From North Loop 289 to 4th Street (FM 2255)	40
330	Slide Road	N/S	From 4th St. to 264ft North of 71st St.	40
331	Slide Road (FM 1730)	N/S	From 264ft North of 71st to 82nd St.	45
332	Slide Road (FM 1730)	N/S	From 82nd St to 0.142mi South of 82nd St	45
333	Slide Road (FM 1730)	N/S	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
334	Slide Road (FM 1730)	N/S	From 0.25mi South of 98th St. to the South City Limits	60
335	Southeast Drive	SEB	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
336	Southeast Drive	SEB	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
337	Southeast Drive	SEB	From East 38th St. to 114ft Northwest of East 46th St.	55
338	Southeast Drive	SEB	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
339	Southeast Drive	NWB	From East 50th St. (FM 835) to East 47th St.	50
340	Southeast Drive	NWB	From East 47th St. to 0.10mi Northwest of East 38th St.	55
341	Southeast Drive	NWB	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
342	Southeast Drive	NWB	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
343	Southeast Drive (SPUR 331)	SE/ NW	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
344	Southeast Drive (SPUR 331)	SE/ NW	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of SEB Loop 289	60
345	Southeast Drive (SPUR 331)	SE/ NW	From 0.22mi Southeast of SEB Loop 289 to the Southeast City Limits	65

346	Spur 327	E/W	From the end of the Spur 327 Exit on South Loop 289 to 400ft West of Iola Ave. (1.12mi)	50
347	Spur 327	E/W	From 400ft West of Iola Ave. to 0.13mi West of Milwaukee Ave. (0.645mi)	55
348	Spur 327	E/W	From 0.13mi West of Milwaukee Ave. to Marsha Sharp Frwy (US62/82) (0.5mi)	60
349	Texas Avenue	SB	From Marsha Sharp Freeway (US 82) to Broadway	35
350	Texas Avenue	N/S	From Broadway to Interstate-27	35
351	North Texas Tech Parkway	N/S	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
352	Texas Tech Parkway	N/S	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
353	Texas Tech Parkway	N/S	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
354	Texas Tech Parkway	NW/ SE	From Marsha Sharp Freeway (US 82) to 19th St. (US62/SH114)	30
355	North University Avenue (FM 1264)	N/S	From the North City Limits to 0.2mi North of North Loop 289	55
356	North University Avenue (FM 1264)	N/S	From 0.2mi North of North Loop 289 to Queens St.	45
357	North University Avenue (FM 1264)	SB	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
358	North University Avenue (FM 1264)	SB	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US84)	40
359	North University Avenue (FM 1264)	NB	From Clovis Road (US 84) to Erskine St.	35
360	North University Avenue (FM 1264)	NB	From Erskine St. North a distance of 0.2mi	45
361	North University Avenue (FM 1264)	N/S	From 0.2mi North of Erskine St. to Queens St.	50
362	North University Avenue	N/S	From Clovis Road (US 84) to Auburn St.	35
363	North University Avenue	N/S	From Auburn St. to 1st St.	35
364	University Avenue	N/S	From 1st St. to Marsha Sharp Freeway (US 82)	35

365	University Avenue	N/S	From Marsha Sharp Freeway (US 82) to 19th St. (US 62)	30
366	University Avenue	N/S	From 19th St. (US 62) to 34th St.	40
367	University Avenue	N/S	From 34th St. to 50th St.	40
368	University Avenue	N/S	From 50th St. to South Loop 289	40
369	University Avenue	N/S	From South Loop 289 to 82nd St.	45
370	University Avenue	N/S	From 82nd St. to the South City Limits	45
371	Upland Avenue	N/S	From North City Limits to 19th St. (SH 114)	50
372	Upland Avenue	N/S	From 19th St. (SH 114) to 98th St.	50
373	Upland Avenue	N/S	From 98th St. to the South City Limits	55
374	East Ursuline Street	E/W	From North M L King, Jr. Blvd. to North Ash Ave.	35
375	US 87 Main Lanes	N/S	From 350ft North of 98th St. to 0.5mi North of 114th St.	70
376	US 87 Frontage Road	SB	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
377	US 87 Frontage Road	NB	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

~The preceding list of streets and avenues has been revised in alphabetical order, with the numbered streets listed first. All streets will read from east to west, and all avenues will read from north to south. There are some exceptions for divided highways, whose speed limits differ in the opposing directions.

*Approved ordinances for official street name changes can be found in the Lubbock Code of Ordinances, article 36.03, Names of Streets.

The following table is provided to explain the travel directions shown in the preceding list of streets and avenues:

Direction Key

E/W	SB	South Bound
N/S	SEB	Southeast Bound
NE/SW	SWB	Southwest Bound
SE/NW	NEB	Northeast Bound
EB	NWB	Northwest Bound
WB	CW	Clockwise
NB	CCW	Counter Clockwise

(Ordinance 1980 adopted 7/26/1956; Ordinance 4756 adopted 7/22/1965; Ordinance 5047 adopted 6/26/1966; Ordinance 5569 adopted 11/26/1968; Ordinance 5621 adopted 3/13/1969; Ordinance 5663 adopted 6/12/1969; Ordinance 5689 adopted 7/10/1969; Ordinance 5701 adopted 8/14/1969; Ordinance 5745 adopted 9/25/1969; Ordinance 5797 adopted 12/18/1969; Ordinance 5805 adopted 1/22/1970; Ordinance 5831 adopted 3/12/1970; Ordinance 5838 adopted 3/26/1970; Ordinance 6033 adopted 2/25/1971; Ordinance 6055 adopted 4/8/1971; Ordinance 6064 adopted 4/22/1971; Ordinance 6141 adopted 8/26/1971; Ordinance 6182 adopted 10/14/1971; Ordinance 6203 adopted 11/11/1971; Ordinance 6279 adopted 1/27/1972; Ordinance 6571 adopted 3/8/1973; Ordinance 6627 adopted 5/10/1973; Ordinance 6715 adopted 9/13/1973; Ordinance 6739 adopted 11/8/1973; Ordinance 6959 adopted 9/12/1974; Ordinance 7265 adopted 6/10/1976; Ordinance 7292 adopted 7/22/1976; Ordinance 7309 adopted 8/12/1976; Ordinance 7660 adopted 5/11/1978; Ordinance 7686 adopted 7/13/1978; Ordinance 7707 adopted 8/24/1978; Ordinance 8076 adopted 8/16/1980; 1983 Code, sec. 16-175.1; Ordinance 8274 adopted 1/28/1982; Ordinance 6627-A adopted 12/15/1983; Ordinance 8532 adopted 2/9/1984; Ordinance 8727 adopted 2/28/1985; Ordinance 8790 adopted 7/11/1985; Ordinance 8952 adopted 8/28/1986; Ordinance 8967 adopted 9/25/1986; Ordinance 8968 adopted 9/25/1986; Ordinance 8972, sec. 1, adopted 10/7/1986; Ordinance 9072 adopted 5/28/1987; Ordinance 9101 adopted 8/27/1987; Ordinance 9140 adopted 11/19/1987; Ordinance 9185 adopted 3/24/1988; Ordinance 9255 adopted 2/9/1989; Ordinance 9256 adopted 2/9/1989; Ordinance 9257 adopted 2/9/1989; Ordinance 9259, sec. 1, adopted 2/23/1989; Ordinance 9260, sec. 1, adopted 2/23/1989; Ordinance 9270 adopted 4/27/1989; Ordinance 9303 adopted 8/24/1989; Ordinance 9306 adopted 9/14/1989; Ordinance 9310 adopted 10/17/1989; Ordinance 9315 adopted 10/24/1989; Ordinance 9349 adopted 4/26/1990; Ordinance 9400 adopted 12/13/1990; Ordinance 9439 adopted 5/23/1991; Ordinance 9441 adopted 5/23/1991; Ordinance 9584, sec. 1, adopted 2/11/1993; Ordinance 9632, sec. 2, adopted 8/12/1993; Ordinance 9875, sec. 4, adopted 1/25/1996; Ordinance 10044, sec. 1, adopted 1/8/1998; Ordinance 10163, sec. 1, adopted 6/24/1999; Ordinance 2000-O0033, sec. 1, adopted 7/27/2000; Ordinance 2001-O0039, sec. 1, adopted 6/14/2001; Ordinance 2002-O0115, sec. 1, adopted 11/14/2002; Ordinance 2003-O0047, sec. 1, adopted 6/12/2003; Ordinance 2004-O0080, sec. 1, adopted 7/21/2004; Ordinance 2005-O0069, sec. 1, adopted 7/14/2005; Ordinance 2007-O0097, sec. 1, adopted 10/11/2007; Ordinance 2009-O0061, sec. 1, adopted 7/28/2009; Ordinance 2009-00118, sec. 1, adopted 1/14/2010, Ordinance 2011-00066, sec. 1, adopted 8/25/2011)

Sec. 20.05.103 School zone 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	E/W	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)	E/W	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 23rd Street	E/W	Beginning at a point 173 feet West of Date Avenue extending to a point 22 feet East of Elm Avenue	20	Iles Elementary
4	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	20	LISD Project Intercept
5	East 26th Street	E/W	Beginning at a point 202 feet West of Date Avenue extending to a point 210 feet East of Elm Avenue	20	Iles Elementary
6	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	20	Bean Elementary
7	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	20	Bean Elementary
8	34th Street	E/W	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
9	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	20	Coronado High School

10	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	20	FISD Westwind Elementary
11	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	20	Hodges Elementary
12	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	20	Monterey High School
13	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	20	Bayless Elementary
14	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	20	Parsons Elementary
15	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	20	Williams Elementary
16	78th St	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	20	Waters Elementary
17	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	20	FISD Crestview Elementary
18	108th Street	E/W	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
19	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50	20	Bean Elementary

			feet North of 30th St		
20	Avenue P	N/S	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	20	Guadalupe Elementary
21	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	20	Roberts Elementary
22	Avenue Q (US 84)	N/S	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
23	Avenue T	N/S	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	20	Dupree Elementary
24	Avenue U	N/S	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	20	Jackson Elementary
25	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	20	Atkins Middle School
26	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	20	Bayless Elementary
27	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	20	McWhorter Elementary
28	Broadway	E/W	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
29	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	20	Hardwick Elementary
30	Chicago Avenue	N/S	Beginning at a point 93 feet North of 32nd Street and extending to a point	20	Bowie Elementary

			10 feet South of 29th Drive		
31	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46th Street	20	Wester Elementary
32	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89th Street	20	Smith Elementary
33	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	20	Wheelock Elementary
34	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	20	Parsons Elementary
35	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	20	Waters Elementary
36	Erskine Street	E/W	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
37	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	20	Wheelock Elementary
38	Joliet Drive	N/S	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	20	Murfee Elementary
39	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	30	Estacado High School
40	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 164 feet South of East 27th Street extending to a point 200 feet North of	20	Wheatly Elementary

			East 27th Street		
41	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	20	Overton Elementary
42	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	20	Maedgen Elementary
43	Memphis Avenue	N/S	Beginning at a point 145 feet South of 60th Street extending to a point 160 feet North of 58th Street	20	Haynes Elementary
44	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	20	Honey Elementary
45	Parkway Drive (US 82)	E/W	Beginning at a point 145 feet West of Elder Avenue extending to a point 226 feet East of Elder Avenue	30	Bozeman Elementary
46	Quaker Avenue	N/S	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
47	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	20	Rush Elementary
48	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	20	Cavazos Middle School
49	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	20	Centennial Elementary
50	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	20	Stewart Elementary
51	Utica Avenue	N/S	Beginning at a point 163	20	Williams

	feet North of 56th Street extending to a point 30 feet North of 59th Street	Elementary

~The preceding list of streets and avenues has been revised in alphabetical order, with the numbered streets listed first. Aall streets will read from east to west, and all avenues will read from north to south.

*Approved Ordinances for official street name changes can be found in the Lubbock Code of Ordinances, article 36.03, Names of Streets.

The following table is provided to explain the travel direction shown in the preceding list of streets and avenues:

Direction Key

E/W	East / West
N/S	North / South

(1983 Code, sec. 16-175.2; Ordinance 9679, sec. 2, adopted 1/27/1994; Ordinance 9928, sec. 1, adopted 8/22/1996; Ordinance 10112, sec. 1, adopted 11/12/1998; Ordinance 10163, sec. 2, adopted 6/24/1999; Ordinance 2000-O0033, sec. 2, adopted 7/27/2000; Ordinance 2001-O0038, sec. 1, adopted 6/14/2001; Ordinance 2003-O0046, sec. 1, adopted 6/12/2003; Ordinance 2004-O0081, sec. 1, adopted 7/21/2004; Ordinance 2005-O0070, sec. 1, adopted 7/14/2005; Ordinance 2006-O0001, sec. 1, adopted 1/26/2006; Ordinance 2008-O0017, sec. 1, adopted 2/28/2008; Ordinance 2009-O0030, sec. 1, adopted 4/27/2009; Ordinance 2009-O0063, sec. 1, adopted 7/28/2009; Ordinance 2011-00083, sec. 1, adopted 9/27/2011)~~)~~

Sec. 20.05.104 Speed through o~~O~~ff-street parking areas

All off-street parking areas within the corporate limits of the city, open to the public, such as, but not limited to, such areas and access drives and aisles adjacent to the city auditorium-coliseum, adjacent to Texas Tech University football stadium and adjacent to or constituting a part of shopping centers, wherever located within the corporate limits of the city, are hereby declared to be public places commonly resorted to by inhabitants of the city, and the use of such areas by operators of motor vehicles at speeds exceeding twenty (20) miles per hour constitutes a nuisance dangerous to inhabitants of the city, and whoever shall operate a motor vehicle in any such area in excess of twenty (20) miles per hour shall be guilty of maintaining a nuisance. (Ordinance 2317, sec. 1, adopted 10/10/1957; 1959 Code, sec. 18-82.1; 1983 Code, sec. 16-176)

Sec. 20.05.105 Speed in alleys

The prima facie speed limit established by [Transportation Code] section 545.352 for

vehicles driven upon the public alleys within the corporate limits of the city is hereby altered and shall be five (5) miles per hour. Any speed in excess of the limit specified by this section shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful. (1959 Code, sec. 18-82.2; Ordinance 4901, secs. 1–3, adopted 1/20/1966; 1983 Code, sec. 16-177; Ordinance 9532, sec. 1, adopted 7/9/1992; Ordinance 9875, sec. 5, adopted 1/25/1996)

Sec. 20.05.106 Speed limits in work zone areas

~~(1) (a) The work zone speed limit worksheet, prepared by the Texas Department of Transportation and recommended to the city council by the city traffic engineer and the citizens traffic commission on the eighteenth day of July, 2001, are hereby approved and incorporated into this chapter by reference, and the prima facie speed limits in work zone areas shall be governed by said worksheet. A copy of such worksheet shall be placed on file with Ordinance No. 2001-O0063 by the city secretary, and a copy shall be maintained by the city streets and drainage engineering department, which copies shall be made available for public inspection during the normal business hours of the offices in which they are maintained.~~

~~(2)~~(1) ~~(b)~~ The traffic engineer~~city manager or his designee~~, except as otherwise directed from time to time by the city council by resolution, shall have the power and is hereby authorized to lower the prima facie speed limit that is posted in accordance with section 20.05.102 and/or section 20.05.103 of this chapter on those portions of vehicle ways that are within work zone areas. The prima facie speed limit within such work zone areas shall be set in accordance with the work zone speed limit worksheet. Said lowering of the prima facie speed limit shall only be in effect on those portions of the vehicle ways that are within a work zone area. The prima facie speed limit on the remainder of the vehicle ways that are not included within the work zone area shall remain the posted prima facie speed limit as listed in section 20.05.102 and/or section 20.05.103 of this chapter. After completion of the work in the work zone area, the prima facie speed limit shall automatically revert to the prima facie speed limit as listed for that vehicle way in section 20.05.102 and/or section 20.05.103 of this chapter.

~~(3)~~(2) ~~(c)~~ For purposes of this section, the term “work zone area” shall mean an area of a highway, street, road, or other vehicle ways and portions thereof with construction, maintenance, or utility work activities. A work zone is typically marked by signs, channelizing devices, barriers, pavement markings, and/or work vehicles. It extends from the first warning sign or rotating/strobe lights on a vehicle to the end road work sign or the last temporary traffic-control device.

(1983 Code, sec. 16-178; Ordinance 2001-O0063, sec. 1, adopted 9/13/2001)

Secs. 20.05.107–20.05.130 Reserved

Part II. Engine Compression Release Brakes

~~**Sec. 20.05.131 Definitions**~~

~~The following words or phrases, whenever used in this part, shall be construed as defined in this section unless in context it appears that a different meaning is intended:~~

~~*Engine compression release brakes* and *dynamic braking devices*. A device for the conversion of the motor of a vehicle from an internal combustion engine to an air compressor for the purpose of braking.~~

~~(1983 Code, sec. 16-179; Ordinance 2003-O0030, sec. 1, adopted 4/24/2003)~~

Sec. 20.05.~~132~~131 Improper use

It is hereby declared to be a nuisance unlawful and punishable as an offense for any person to use and/or make use of engine compression release brakes, dynamic braking devices and/or other braking or slowing methods and/or equipment which increases the noise emission levels of motor vehicles within the City of Lubbock. (1983 Code, sec. 16-180; Ordinance 2003-O0030, sec. 2, adopted 4/24/2003)

Sec. 20.05.~~133~~132 Exceptions

It shall be an exception to the application of this part that the operation of braking systems, otherwise prohibited by this part, is required due to the failure of a vehicle's service brake system or is for the aversion of imminent danger. (1983 Code, sec. 16-181; Ordinance 2003-O0030, sec. 3, adopted 4/24/2003)

Sec. 20.05.~~134~~133 Placement of signs

The city council hereby authorizes and directs, in connection herewith, that the traffic engineer~~city manager~~ cause appropriate signs giving reasonable summary notice hereof to be posted at appropriate locations, on the highways, at the city limits. (1983 Code, sec. 16-182; Ordinance 2003-O0030, sec. 4, adopted 4/24/2003)

ARTICLE 20.06 ACCIDENTS[ix]*

Sec. 20.06.001 Collision

No person driving or operating or in charge of any motor vehicle, animal or any other vehicle shall cause, suffer or permit the same to come into collision with any person, animal, street sign, street post, water plug, mailbox, or any other obstacle or object whatsoever in or on any street, roadway or highway, or any other public place whatsoever in the limits of the city. (Ordinance 890, art. 7, sec. 1, adopted 11/10/1948; 1959 Code,

sec. 18-32; 1983 Code, sec. 16-82; Ordinance 8247, sec. 1, adopted 9/24/1981; Ordinance 8468, sec. 1, adopted 8/11/1983)

Sec. 20.06.002 Overtaking stopped or parked vehicle

The driver of a vehicle overtaking a vehicle stopped or parked along the curb of or on any street, roadway or highway within the city limits shall pass such parked vehicle in a manner and at such distance to prevent collision with such parked vehicle. The act of colliding with a parked or stopped vehicle shall be prima facie evidence of failure to overtake and pass in a proper manner. (1959 Code, sec. 18-32.1; Ordinance 5842, sec. 1, adopted 3/12/1970; 1983 Code, sec. 16-83)

Sec. 20.06.003 Presumption in hit-and-run accidents

The person in whose name a vehicle is registered shall be presumed to be the driver of any vehicle involved in an accident resulting in damage or injury to any person or property, when the driver of such vehicle shall fail to stop and render the duties required of a driver involved in a motor vehicle accident under state law and city ordinances. Proof of ownership may be made by production of a copy or facsimile of the registration of a vehicle with the state department of transportation or the county motor vehicle licensing department or any other licensing authority showing the name of the person to whom the license plates for the vehicle were issued. This proof shall constitute prima facie evidence of the fact that the person to whom such certificate of registration was issued was the driver of the automobile involved in a hit-and-run accident. This presumption may be rebutted by competent evidence. (1959 Code, sec. 18-32.2; Ordinance 7891, sec. 1, adopted 7/29/1979; 1983 Code, sec. 16-84)

~~**Sec. 20.06.004 Accident involving damage to vehicle**~~

~~The driver of any vehicle involved in an accident resulting only in damage to a vehicle which is driven or attended by any person shall immediately stop his or her vehicle at the scene of such accident or as close thereto as possible without obstructing traffic more than is necessary but shall forthwith return to and in every event shall remain at the scene of such accident until he or she has fulfilled the requirements of section 550.023 of the Transportation Code. However, when an accident occurs on a main lane, ramp, shoulder, median or adjacent area of a freeway within the corporate limits of the city and each vehicle involved can be normally and safely driven, each driver shall move his or her vehicle as soon as possible off the freeway main lanes, ramps, shoulders, medians and adjacent areas to a designated accident investigation site, if available, a location on the frontage road, the nearest suitable cross street or other suitable location to complete the requirements of the Transportation Code, so as to minimize interference with the freeway traffic. (1959 Code, sec. 18-33; Ordinance 7532, sec. 1, adopted 9/8/1977; 1983 Code, sec. 16-85; Ordinance 9875, sec. 2, adopted 1/25/1996)~~

~~**State law reference** Accident involving damage to vehicle, V.T.C.A., Transportation Code, sec. 550.022.~~

~~**Sec. 20.06.005 Duty upon striking fixture upon street**~~

~~The driver of any vehicle involved in an accident resulting only in damage to fixtures legally upon or adjacent to a street or highway shall take reasonable steps to locate and notify the owner or person in charge of such property of such fact and of his name and address and of the registration number of the vehicle he is driving and shall upon request and if available exhibit his operator's, commercial operator's or chauffeur's license, and shall make report of such accident when and as required in section 20.06.006 of this article. (1959 Code, sec. 18-36; 1983 Code, sec. 16-86)~~

~~**State law reference** Duty on striking fixture or highway landscaping, V.T.C.A., Transportation Code, sec. 550.025.~~

Sec. 20.06.006 Duty to immediately report accidents

(1) ~~(a)~~ The driver of a vehicle involved in an accident occurring on any public street, highway or other public property within the corporate limits of the City of Lubbock resulting in injury to or death of any person or damage to any vehicle to the extent that it cannot be normally and safely driven or damage to the property of any one person to the apparent extent of ~~two hundred fifty~~one thousand dollars ($~~250~~1,000.00) or more shall immediately and by the quickest means of communication give notice of such accident to the police department of the City of Lubbock, Texas.

(2) ~~(b)~~ The driver of a vehicle involved in an accident occurring on any private property commonly used by the public such as supermarkets, or shopping center parking lots, parking areas provided by business establishments for the convenience of their customers, clients or patrons, parking lots owned or operated by the state or any other parking area owned and operated for the convenience of, and commonly used by, the public within the corporate limits of the City of Lubbock resulting in injury to or death of any person or damage to any vehicle to the extent that it cannot be normally and safely driven or damage to the property of any one person to the apparent extent of ~~five hundred~~one thousand dollars ($1,0~~5~~00.00) or more shall immediately and by the quickest means of communication give notice of such accident to the police department of the City of Lubbock, Texas.

(3) ~~(c)~~ There shall be no duty to report accidents occurring on privately owned residential parking areas or on privately owned parking lots where a fee is charged for the privilege of parking or storing a motor vehicle.

(4) ~~(d)~~ The police department of the city may require any driver of a vehicle involved in an accident of which a report must be made as provided herein to file a supplemental report whenever the original report is insufficient, and it is hereby made the duty of all persons witnessing any accident or collision of

which report must be made as provided herein to report the same to the police department of the city.

(5) ~~(e)~~ When the driver or operator of a vehicle is physically unable to make the required accident report, if there were other occupants of the vehicle at the time of the accident, capable of making the report, such occupant shall make or cause to be made such report.

(Ordinance 890, art. 7, sec. 7, adopted 11/10/1948; Ordinance 4116 adopted 6/27/1963; Ordinance 6964, sec. 1, adopted 9/12/1974; Ordinance 7532, sec. 3, adopted 9/8/1977; 1983 Code, sec. 16-87; Ordinance 8326, sec. 1, adopted 6/10/1982)

State law references–Immediate report of accident, V.T.C.A, Transportation Code, sec. 550.026; written accident reports, V.T.C.A., Transportation Code, sec. 550.061 et seq.; municipal authority to require accident reports, V.T.C.A., Transportation Code, sec. 550.067.

ARTICLE 20.07 PEDESTRIANS[x]*

Sec. 20.07.001 Crossing at other than crosswalk

(1) ~~(a)~~ Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the ~~highway~~roadway.

(2) ~~(b)~~ Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.

(3) ~~(c)~~ Between any adjacent intersections at which traffic-control signals are in operation, pedestrians shall not cross at any place except in a marked or unmarked crosswalk.

~~(4) (d) The term "intersection" as used in this section shall not be construed to include intersections of public alleys with public streets, but the term "intersection" shall be construed to include only intersections of public streets, roadways or highways having a regular or official name, or being more than twenty (20) feet in width.~~

~~(5)~~

~~(6)~~(4) ~~(e~~d) ~~—~~No pedestrian shall cross or use the vehicular traffic lanes of any freeway. This provision shall not apply to an employee of a governmental unit, agency, or subdivision, nor a contractor of such governmental unit, agency, or subdivision, who is engaged in the discharge of official duties. Nor shall this provision apply in emergency situations or to persons lawfully participating in parades, demonstrations, or recreational street uses that are

duly permitted under this chapter.

(Ordinance 1367, sec. 1, adopted 4/23/1953; 1959 Code, sec. 18-40; 1983 Code, sec. 16-107; Ordinance 9874, sec. 2, adopted 1/25/1996)

State law reference–Crossing at other than crosswalk, V.T.C.A., Transportation Code, sec. 552.005.

Sec. 20.07.002 Interference with traffic by sale of merchandise, etc.

It shall be unlawful for any person to distribute, deposit or place on any vehicle or to sell to the occupant or occupants of any vehicle any handbill, poster, newspaper, food, beverage or other product or merchandise or solicit or collect from such occupant while such vehicle is in a moving lane of traffic upon a public street within the city, whether such vehicle is stopped or moving. (1959 Code, sec. 21-26; Ordinance 5956, sec. 1, adopted 10/22/1970; 1983 Code, sec. 16-108)

State law references–Solicitation by pedestrian, V.T.C.A., Transportation Code, sec. 552.007; local authorization for solicitation by pedestrian, V.T.C.A., Transportation Code, sec. 552.0071.

Sec. 20.07.003 Use of sidewalks, safety zones, etc., while waiting for a bus

Pedestrians shall observe, in addition to the foregoing provisions of this article, the following rules and regulations:

(1) Pedestrians shall stand on the sidewalk or within a safety zone or island while waiting for a bus.

(2) Pedestrians shall enter or leave a bus or a vehicle of any kind at a safety zone or crosswalk only.

(3) Pedestrians shall, while waiting for a bus, stand on the side of a sidewalk, either in or near the curb or the property line so as not to interfere with other pedestrians.

(Ordinance 890, art. 8, sec. 5, adopted 11/10/1948; 1959 Code, sec. 18-44; 1983 Code, sec. 16-109)

ARTICLE 20.08 JUVENILE DRIVERS[xi]*

Sec. 20.08.001 Driving without license a nuisance

The use, operation or driving of any motor vehicle without a driver's license upon any

public highway, street or alley by any juvenile under the age of seventeen (17) years is hereby declared to be a public nuisance. (Ordinance 1855, sec. 1, adopted 3/30/1956; 1959 Code, sec. 18-133; 1983 Code, sec. 16-265)

State law reference–Driver's licenses and certificates, V.T.C.A., Transportation Code, ch. 521.

Sec. 20.08.002 Permitting unlicensed juveniles to drive–Unlawful

It shall be unlawful for any person owning or having control or direction of any motor vehicle to permit any person of the age group mentioned in section 20.08.001 to take possession of, use, operate or drive any motor vehicle upon any highway, street or alley in the city, unless such juvenile has a current driver's license authorizing such juvenile to operate motor vehicles upon the highways of Texas. (Ordinance 1855, sec. 2, adopted 3/30/1956; 1959 Code, sec. 18-134; 1983 Code, sec. 16-266)

Sec. 20.08.003 Same–Aiding or abetting

It shall be unlawful for any person to aid or abet any juvenile of the age group mentioned in section 20.08.001, in operating a motor vehicle upon the highways, streets or alleys in the city, unless such juvenile has a driver's license duly issued to him as provided by law. (Ordinance 1855, sec. 3, adopted 3/30/1956; 1959 Code, sec. 18-135; 1983 Code, sec. 16-267)

Sec. 20.08.004 Impounding vehicle–For violation

When any motor vehicle is found to be operated in violation of the provisions of this article, any police officer of the city is hereby authorized to remove such motor vehicle from the highway, street, or alley to a place of storage maintained by the city, or to a public garage. The police officer so removing the motor vehicle shall forthwith notify the owner, or cause the owner to be notified, of the location of such motor vehicle. (Ordinance 1855, sec. 5, adopted 3/30/1956; 1959 Code, sec. 18-136; 1983 Code, sec. 16-268)

Sec. 20.08.005 Same–Fees

Impounding fees and storage charges provided for in 20.04.021 are hereby assessed against any motor vehicle impounded under this article and shall be collected and disposed of by the municipal judge as provided for in such section. (Ordinance 1855, sec. 6, adopted 3/30/1956; 1959 Code, sec. 18-137; 1983 Code, sec. 16-269)

ARTICLE 20.09 BICYCLES[xii]*

Sec. 20.09.001 Application of traffic regulations

Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this state declaring rules of the road applicable to vehicles or by the traffic ordinances of this city applicable to the driver of a vehicle, except as to special regulations in this article and except as to those provisions of laws and ordinances which by their nature can have no application. (1959 Code, sec. 18-149; Ordinance 3357, sec. 1, adopted 2/9/1961; 1983 Code, sec. 16-287)

State law reference–Persons affected by state law, V.T.C.A., Transportation Code, sec. 551.~~001~~101.

Sec. 20.09.002 Application of article; violations

(1) ~~(a)~~ The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any provision of this article.

(2) ~~(b)~~ These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street or upon any public parking lot or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

(1959 Code, sec. 18-153; Ordinance 3357, secs. 6, 7, adopted 2/9/1961; 1983 Code, sec. 16-288)

State law reference–Rights and duties of operator and parent or guardian, V.T.C.A., Transportation Code, sec. 551.101.

Sec. 20.09.003 Parking

No person shall park a bicycle in any safety or loading zone or upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or against a building or at the curb in such manner as to afford the least obstruction to pedestrian traffic. (1959 Code, sec. 18-151; Ordinance 3357, sec. 4, adopted 2/9/1961; 1983 Code, sec. 16-289)

ARTICLE 20.10 PARADES, DEMONSTRATIONS AND RECREATIONAL STREET USE[xiii]*

Division 1. Generally

~~**Sec. 20.10.001 Definitions**~~

~~For the purposes of this article:~~

~~*Demonstration* means any gathering or procession of persons for the purpose of making known their opinion as to any event or matter, which gathering or procession will involve the use of any public street or alley without compliance with normal or usual traffic controls.~~

~~*Parade* means any march or procession consisting of people, animals or vehicles, or a combination thereof, except funeral processions, upon any public street or alley, which does not comply with the normal or usual traffic controls.~~

~~*Recreational street use* means the use of a public street or alley for purposes including, but not limited to, block parties, marathons, walkathons, bikeathons and similar recreational events, both charitable and non-charitable, which do not comply with normal or usual traffic controls.~~

~~(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-306; Ordinance 8338, sec. 1(a), adopted 7/8/1982)~~

Sec. 20.10.~~002~~001 Violation of terms of permit–Permittee

A person to whom a permit has been issued who intentionally violates the terms of the permit shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-309; Ordinance 8338, sec. 1(l), adopted 7/8/1982)

Sec. 20.10.~~003~~002 Same–Participant in parade, etc.

A person participating in a parade, demonstration or recreational street use for which a permit has been issued who intentionally violates the terms of the permit shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-310; Ordinance 8338, sec. 1(m), adopted 7/8/1982)

Secs. 20.10.~~004~~003–20.10.030 Reserved

Division 2. Permit

Sec. 20.10.031 Required

A person or organization promoting or sponsoring a parade, demonstration or recreational street use involving the proposed use of a public street without compliance with normal or usual traffic controls shall apply for and obtain a permit for such activity from the City of Lubbock City Secretary's Office. (1959 Code, sec. 18-3; Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-322; Ordinance 8338, sec. 1(b), adopted 7/8/1982)

Sec. 20.10.032 Failure to obtain

A person who promotes or sponsors a parade, demonstration or recreational street use that involves the use of a public street or alley, which parade, demonstration or recreational street use occurs without a permit having been issued ~~therefor~~therefore by the City of Lubbock, shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-307; Ordinance 8338, sec. 1(k), adopted 7/8/1982)

Sec. 20.10.033 Participant in violation when no permit issued

A person who participates in a parade, demonstration or recreational street use on a public street or alley when no permit for such activity has been issued, and said person has knowledge of that fact, shall be guilty of a misdemeanor. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-308; Ordinance 8338, sec. 1(m), adopted 7/8/1982)

Sec. 20.10.034 Application

The application must be made on a form provided by the office of the city secretary~~manager's secretary's office~~ and must be filed with the city ~~manager~~ secretary ~~or his designated representative~~ not less than twenty (20)~~ten (10)~~~~thirty (30)~~ nor more than sixty (60) days before the proposed date of the parade, demonstration or recreational street use, and must:

(1) If the applicant is an individual, ~~C~~contain the name, address, ~~and~~ telephone number, and if existing, email address, of the applicant~~, if an individual~~;

(2) If the applicant is an organization, contain the name, address, ~~and~~ telephone number, and, if existing, email address, of the organization and the person acting for the organization and responsible for the parade, demonstration or recreational street use;

(3) Indicate the proposed date of the parade, demonstration or recreational street use and the time of beginning and the approximate time that it will end;

~~(4) If the application is for a parade, indicate the proposed starting point, route and termination point, and provide a map;~~

~~(5) If the application is for a demonstration, indicate the public streets to be affected, and provide a map;~~

(~~6~~4) If the application is for a parade, demonstration, and/or recreational street use, indicate the nature of the street use, the public street or streets to be affected, and, ~~or,~~ if applicable, the starting point, route and termination point, with map included;

(~~7~~5) Indicate the approximate number of persons and the kinds and approximate number of animals or vehicles expected to participate; and

(~~8~~6) Be signed by the applicant or by the person named as acting for an applicant organization for the purposes of working out details affecting traffic and pedestrian safety; and

(7) Any other additional information concerning the application as may be deemed necessary at the request of the city manager.

(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-323; Ordinance 8338, sec. 1(c), adopted 7/8/1982)

Sec. 20.10.035 Routing

If the application is for a parade or demonstration, the route shall be so planned as to not pass through intersections with a traffic volume of more than thirty thousand (30,000) vehicles per day during the hours of 7:30 a.m. to 9:00 a.m., 12:00 noon to 1:00 p.m. or 4:30 p.m. to 6:00 p.m. on weekdays. A current listing of such intersections shall be kept on hand at the office of the city ~~manager's~~ secretary~~'s office~~ and any applicant shall be notified immediately if his proposed route conflicts with this requirement. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-324; Ordinance 8338, sec. 1(e), adopted 7/8/1982)

Sec. 20.10.036 Security

Sponsors of parades of more than two (2) hours, or of demonstrations or recreational street uses involving more than one hundred (100) participants, shall be required to provide security for such event upon the basis of one police officer or private security officer for each one hundred (100) persons or twenty-five (25) vehicles expected to attend. In the event that the sponsors desire to use private security officers, they shall be required to furnish written evidence from a state-certified security agency that arrangements have been made to furnish such security officers at the above ratio prior to issuance of a permit. Sponsors may elect to use city police officers for such service upon concurrence of the chief of police and payment for such service prior to issuance of a permit. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-325; Ordinance 8338, sec. 1(d), adopted 7/8/1982; Ordinance 10120, sec. 1, adopted 11/19/1998)

Sec. 20.10.037 Fee; costs of security

Fees for permits shall be set annually in the city's budget ordinance. Fees are ~~A~~ nonrefundable and shall be ~~permit fee of fifteen dollars ($15.00) shall be~~ tendered with each application for a permit for a parade, demonstration or recreational street use. ~~If the proposed event is a parade or recreational street use proposed to be conducted for charitable purposes or for commercial profit, then t~~The parade, demonstration, or recreational street use sponsors or organizers shall additionally be required to present written evidence that certified private security officers will be in attendance or to pay for the cost of security coverage by city police officers, which shall be the off-duty pay rate

for a Lubbock Police Department patrolman for the number of hours such officer(s) shall be required. Such security shall be provided in accordance with the ratio specified in section 20.10.036. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-326; Ordinance 8338, sec. 1(f), adopted 7/8/1982)

Sec. 20.10.038 ~~Amendment of application; i~~Issuance

The city ~~manager~~secretary ~~secretary or his designated representative~~ shall consider each application individually and shall issue a permit to an applicant whose application complies with sections 20.10.031 and 20.10.034 through 20.10.037 of this article. ~~within two (2) working days after the date the completed application is filed. The applicant and the city manager or hisdesignated representative may agree in writing to extend the time limit. At any time prior to a decision by the city secretary manager or his designated representative, the applicant may amend the application and the city secretarymanager or his designated representative shall make a decision on the application as amended within two (2) working days after the date of the amendment.~~ (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-327; Ordinance 8338, sec. 1(g), adopted 7/8/1982)

Sec. 20.10.039 Amendment of application

Up to five (5) days prior to the event, the applicant may amend the application and the city ~~manager~~secretary shall make a decision on the application as amended within two (2) working days after the date of the amendment. Additional fees will apply if an application is amended. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-327; Ordinance 8338, sec. 1(g), adopted 7/8/1982)

Sec. 20.10.040 Late application

In an emergency and for good cause stated in the application, a person or organization may file an application less than twenty (20) days before the proposed date of the parade, demonstration or recreational street use. A non-refundable late fee will apply and will be tendered with the application. Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of sections 20.10.031 and 20.10.034 through 20.10.037. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-329; Ordinance 8338, sec. 1(i), adopted 7/8/1982)

Sec. 20.10.~~039~~041 Grounds for denial

The city ~~manager~~secretary ~~secretary or his designated representative~~ may deny a permit under this article only under the following circumstances:

(1) The applicant has failed to supply the information required in section 20.10.034 of this article, or, if applicable, the statement required by section 20.10.036 of this article;

(2) The applicant refuses to amend the route or time so as to comply with the

provisions of section 20.10.035 of this article;

(3) The applicant has not paid the permit fee required by section 20.10.037 of this article; or

(4) There is another parade, demonstration or recreational street use already scheduled for the same time and place.

(Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-328; Ordinance 8338, sec. 1(h), adopted 7/8/1982)

~~**Sec. 20.10.040 Late application**~~

~~In an emergency and for good cause stated in the application, a person or organization may file an application less than ten (10) days before the proposed date of the parade, demonstration or recreational street use. Good cause shall be deemed to be satisfied by a notarized statement that the failure to timely file was due to a cause beyond the knowledge or control of the applicant, which cause shall be stated in such statement. Except for the time of filing, late applications must meet all requirements of sections 20.10.031 and 20.10.034 through 20.10.037. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-329; Ordinance 8338, sec. 1(i), adopted 7/8/1982)~~

Sec. 20.10.04~~2~~1 Appeal of denial

An applicant who is denied a permit may appeal such denial, in writing, within five (5) days from date of denial, to the City of Lubbock Permit and License Appeal Board for hearing in accordance with provisions of article 2.03, division 3, section 2.03.071 et seq., of this code, except that in the case of appeals pursuant to this section, the permit and license appeal board shall hear such appeal as soon as possible and within not more than seven ~~three (3)~~(7) working days of notification to the office of the city ~~manager~~secretary. Further, a decision in said matter shall be made by the permit and license appeal board within twenty-four (24) hours of the close of said appeal hearing. The city agrees to expedite judicial determination of the matter in the event the applicant is dissatisfied with the decision of the permit and license appeal board. (Ordinance 8160, sec. 1, adopted 3/12/1981; 1983 Code, sec. 16-330; Ordinance 8338, sec. 1(j), adopted 7/8/1982)

ARTICLE 20.11 HAZARDOUS MATERIALS TRANSPORTATION ROUTES[xiv]*

~~**Sec. 20.11.001 Definitions**~~

~~[The following words, terms or phrases, as used in this article, shall have their given meanings:]~~

~~*Hazardous material* means any material defined as a "hazardous material" pursuant to 49~~

~~C.F.R. 171.8 (1994) or any amendments thereto.~~

~~*Motor vehicle* includes a vehicle, machine, tractor, trailer, or semitrailer, or any combination thereof, propelled or drawn by mechanical power and used upon the highways in the transportation of passengers or property. It does not include a vehicle, locomotive or car operated exclusively on a rail or rails.~~

~~*Requiring placards* shall mean that the materials to be transported are hazardous materials and are in sufficient quantity to require placardings in accordance with the Department of Transportation Hazardous Material Regulations (49 U.S.C.S. section 1801 et seq.) (1990) (Supp. 1994) and 49 C.F.R. 172.500 (1994) or any amendments thereto.~~

~~*Transport* shall mean to move any motor vehicle requiring placards upon any public street or highway.~~

~~(1983 Code, sec. 16-46; Ordinance 9889, sec. 1, adopted 3/28/1996)~~

Sec. 20.11.~~002~~001 Purpose

It is the intent and purpose of this article to safeguard life, health and property from the hazards of fire, explosion or other emergencies arising from the transportation of hazardous materials through the City of Lubbock. (1983 Code, sec. 16-47; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~003~~002 Conflict with other laws

To the extent that any provision of this article is in conflict with or is preempted by any state or federal statute or regulation, the state or federal regulation shall prevail. (1983 Code, sec. 16-53; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~004~~003 Routes designated

(1) ~~(a)~~ No person operating a motor vehicle requiring placards shall transport hazardous materials or cause hazardous materials to be transported upon any public street within the corporate limits of the city, except upon the following roads:

(a) ~~(1)~~ That portion of Interstate 27 lying within the corporate limits of the City of Lubbock, excluding the I-27 access roads;

(b) ~~(2)~~ That portion of U.S. 87 beginning at the south corporate city limits until U.S. 87 joins Interstate 27;

(c) ~~(3)~~ All of Loop 289, excluding that portion lying between the intersection with south I-27 and proceeding westbound until Loop 289 intersects with U.S. 62/82, and also excluding the Loop 289

access roads;

(d) ~~(4)~~ That portion of U.S. 62/82 beginning at the southwest corporate limits of the City of Lubbock and proceeding northeast until U.S. 62/82 intersects with Loop 289;

(e) ~~(5)~~ That portion of U.S. 62/82 beginning at the northeast corporate limits of the City of Lubbock and proceeding southwest until U.S. 62/82 intersects with Loop 289;

(f) ~~(6)~~ That portion of U.S. 84 beginning at the southeast corporate limits of the City of Lubbock and proceeding northwest until U.S. 84 intersects with Loop 289;

(g) ~~(7)~~ That portion of U.S. 84 beginning at the northwest corporate limits of the City of Lubbock and proceeding southeast until U.S. 84 intersects with Loop 289;

(h) ~~(8)~~ That portion of State Highway 114 beginning at the west corporate limits of the City of Lubbock and proceeding east until State Highway 114 intersects with West Loop 289.

(2) ~~(b)~~ It shall be presumed for purposes of prosecution under this section that a motor vehicle contains hazardous materials if it is placarded in accordance with the United States Department of Transportation's Hazardous Material Regulations.

(3) ~~(c)~~ The fire marshal's office, fire department, and the city's police department are expressly authorized to enforce the provisions of this article.

(1983 Code, sec. 16-48; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~005~~004 Violations and penalties

Violations of any of the provisions of this article shall constitute an offense punishable by a fine not to exceed two thousand dollars ($2,000.00). (1983 Code, sec. 16-51; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~006~~005 Defenses

It shall be a defense to prosecution for violations of this article for the following reasons:

(1) That the motor vehicle requiring placards was parked for purposes of loading or unloading.

(2) That the motor vehicle requiring placards has stopped for refueling, repairing

or is proceeding directly to refuel or repair from a designated hazardous materials route.

(3) That the motor vehicle requiring placards becomes out of repair and must stop.

(4) That the motor vehicle requiring placards stops at a commercial truck stop or is proceeding directly to a commercial truck stop from a designated hazardous materials route. Stops at commercial truck stops shall not exceed ninety (90) minutes, except for purposes of repair.

(5) That the motor vehicle requiring placards was empty and not transporting hazardous materials that would require placards.

(6) That such motor vehicle requiring placards was traveling directly to a cargo delivery or pickup point within the corporate limits of the city or was traveling directly from a cargo delivery or pickup point within the corporate limits of the city, or both.

(1983 Code, sec. 16-50; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~007~~006 Parking

No motor vehicle requiring placards may park or stand at any location within the City of Lubbock except as authorized by section 20.11.006. Any such vehicle so parked is hereby declared to be a hazard to the public health and safety and may be towed from its location to a place of decreased hazard at the operator's expense, or detained at the operator's expense. (1983 Code, sec. 16-49; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~008~~007 Liability for spills

In the event of a hazardous materials spill or other incident requiring the response of emergency personnel and others to control such incident, the transporter shall be liable to the city for all costs and expenses which it incurs by the use of employees, apparatus and materials in the control and neutralization of the spill or other incident. This section applies to all hazardous materials being transported through or within the City of Lubbock. (1983 Code, sec. 16-52; Ordinance 9889, sec. 1, adopted 3/28/1996)

Sec. 20.11.~~009~~008 Severability

If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this article. (1983 Code, sec. 16-54; Ordinance 9889, sec. 1, adopted 3/28/1996)

[i*] **Editor's note–In the 1983 Code of Ordinances, most of the city traffic ordinances that were derived**

from the state traffic law (former article 6701d of Vernon's Revised Civil Statutes) were omitted from the code. A provision exempting city vehicles and public utility vehicles from the traffic chapter was also omitted.

Provisions pertaining to traffic regulations on Texas Technological College Campus have been omitted from the 1983 Code. Such provisions derived from Ordinance 840, secs. 1–5, 9, 11, 12, adopted 12/22/1947; Ordinance 1461, secs. 1–3, 6, 7a, 7b, 8–14, adopted 9/29/1953; and 1959 Code, secs. 18-123–18-132.4. For further information regarding obsolete sections of the 1983 Code, refer to Appendix A of this code.

Charter reference–Power to regulate the operation of vehicles, ch. 1, art. II, sec. 23.

State law references–Rules of the road, V.T.C.A., Transportation Code, title 7, subtitle C, ch. 541 et seq.; powers of local authorities regarding traffic and vehicles, V.T.C.A., Transportation Code, sec. 542.202; limitation on local authorities regarding traffic and vehicles, V.T.C.A., Transportation Code, sec. 542.203.

[ii*] **State law references–Obedience to lawful order or direction of police officer or school crossing guard, V.T.C.A., Transportation Code, sec. 542.501; training of school crossing guards, V.T.C.A., Transportation Code, sec. 600.004; municipal provision of school crossing guards, V.T.C.A., Local Government Code, ch. 343.**

[iii*] **Editor's note–See corresponding note located in Appendix A of this code.**

State law references–Authority to place and maintain traffic-control devices, V.T.C.A., Transportation Code, sec. 542.202(1); traffic signs, signals and markings, V.T.C.A., Transportation Code, ch. 544.

[iv*] **Editor's note–See corresponding note located in Appendix A of this code.**

State law references–Authority to regulate parking generally, V.T.C.A., Transportation Code, sec. 542.202(2); stopping, standing and parking, V.T.C.A., Transportation Code, sec. 545.301 et seq.

Case law annotation–The city may collect fees for parking vehicles on streets. *Ex parte Harrison*, 122 S.W. 2d 314 (Ct. Crim. App. 1938).

[v*] **State law reference–Privileged parking for persons with disabilities, V.T.C.A., Transportation Code, ch. 681.**

[vi*] **Editor's note–See corresponding note located in Appendix A of this code.**

[vii*] **Editor's note–See corresponding note located in Appendix A of this code.**

State law reference–Operation and movement of vehicles, V.T.C.A., Transportation Code, ch. 546.

[viii*] **State law references–Authority to establish or alter prima facie speed limits, V.T.C.A., Transportation Code, sec. 542.202(12); speed restrictions, V.T.C.A., Transportation Code, sec. 545.351 et seq.; limitations on use of automated traffic control system to enforce compliance with speed limits, V.T.C.A., Transportation Code, sec. 542.2035; authority of municipality to alter speed limits, V.T.C.A., Transportation Code, sec. 545.356.**

[ix*] **Editor's note–See corresponding note located in Appendix A of this code.**

State law reference–Accidents and accident reports, V.T.C.A., Transportation Code, ch. 550.

[x*] **Charter reference–Power to prohibit activities which annoy pedestrians, ch. 1, art. II, sec. 23.**

State law reference–Pedestrians, V.T.C.A., Transportation Code, ch. 552.

Case law annotation–Even with the right-of-way, a pedestrian must use due care when crossing a street. *Lofland v. Jackson*, 237 S.W. 2d 785 (Ct. Civ. App. 1950)

[xi*] **State law references–Operation of vehicle by person under 18 years of age, V.T.C.A., Transportation Code, sec. 545.424; operation of motor vehicle by minor under 17 years of age, V.T.C.A., Transportation Code, ch. 729.**

[xii*] **Charter reference–Power to prohibit and restrain the use of bicycles, ch. 1, art. II, sec. 23.**

State law reference–Operation of bicycles, mopeds and play vehicles, V.T.C.A., Transportation Code, ch. 551.

[xiii*] **Charter reference–Power to regulate obstructions, encroachments and encumbrances on streets, ch. 1, art. II, sec. 20.**

State law reference–Power of city to regulate or prohibit procession or assemblage on streets, V.T.C.A., Transportation Code, sec. 542.202.

[xiv*] **State law reference–Routing of hazardous materials, V.T.C.A., Transportation Code, sec. 644.201 et seq.**

Regular City Council Meeting **5. 12.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute Contract 10382 with Aegis ITS, Inc., for an advanced traffic management system (ATMS) and controller software, RFP 12-10382-RH.

Item Summary

In the November 2009 Bond Election Lubbock voters approved funding for traffic signal upgrades. This system will replace the current 15-year old traffic system software. The ATMS integrates into the City's Ethernet-based communications system using fiber optics and wireless technology.

The contract provides project management, installation, configurement of the central computer software and controller software, training, and testing. Evaluation criteria published in the Request for Proposals include: experience, 30%; qualifications, 25%; time and budget, 20%; references, 15%; and cost, 10%. There were three proposals received and were evaluated as follows:

Aegis ITS of Anaheim, CA	436.25
Kimley-Horn and Associates of Phoenix, AZ	398.75
Telvent USA Corporation of Rockville, MD	280.00

The contract term is through April 10, 2014, following all system integration, testing, and training. Staff recommends contract award to the highest ranked proposal, Aegis ITS, Inc., of Anaheim, California, for an amount not to exceed $375,526.

Exhibit F to the contract is available in the City Secretary's office.

Fiscal Impact

$4.75 million is appropriated in Capital Improvement Project No. 92216, Traffic Signal Upgrades, with $375,526 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Traffic Aegis ITS

Budget Detail - CIP 92216

CIP Detail - 92216

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. 10382 for Advanced Traffic Management System, by and between the City of Lubbock and Aegis ITS, Inc. of Anaheim, California, 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Aegis ITS, Inc.
March 27, 2012

CITY OF LUBBOCK, TX
ADVANCED TRAFFIC MANAGEMENT SYSTEM
SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into as of the **10th** day of **April 2012**, ("Effective Date") by and between **Aegis ITS, Inc.** (the Engineer),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 12-10382-RH, Advanced Traffic Management System computer software, ATC 2070 firmware, and engineering services

WHEREAS, the proposal submitted by the Engineer has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Engineer desires to perform as an independent firm to provide Advanced Traffic Management System computer software, ATC 2070 firmware, and engineering services upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Engineer agree as follows:

City and Engineer acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Scope of Services
4. Exhibit C – Project Schedule
5. Exhibit D – Price Sheet
6. Exhibit E – Insurance / Indemity
7. Exhibit F – Aegis ITS, Inc. Proposal

Scope of Work

Engineer shall provide the services that are specified in Exhibit A. The Engineer shall comply with all the applicable requirements set forth in Exhibit B, C, D, E and F attached hereto.

Article 1 Services

1.1 Engineer agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay for the amounts stated in Exhibit D, to Engineer for performing services.

1.2 Engineer shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the 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 Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Engineer and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Engineer or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Engineer'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, Engineer 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 Engineer.

2.10 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.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX

Tom Martin, Mayor

ATTEST

Rebecca Garza, City Secretary

ENGINEER

Signature

Douglas Terry, P.E.

Aegis ITS, Inc.

APPROVED AS TO CONTENT:

Marsha Reed, P.E. Chief of Operations

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

EXHIBIT A

ADVANCED TRAFFIC MANAGEMENT SYSTEM
SERVICE AGREEMENT

GENERAL REQUIREMENTS

1. INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Respondent") to design, provide and install an Advanced Traffic Management System.

b) Respondents are invited to submit demonstrated competence and qualifications of their firm for providing these commodities and services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. PROJECT DESCRIPTION

a) The City of Lubbock intends to construct an Advanced Traffic Management System (ATMS). The objective of ATMS deployment is to improve traffic operations, minimize congestion, and improve maintenance response times. The ATMS will provide advance features that will permit an operations or maintenance technician the ability to monitor real-time operations remotely, identify malfunctions, and implement traffic signal timing plans on-command and by time-of-day, or other means, as deemed necessary. The ATMS will include CCTV and DMS control modules. These modules shall be integrated within the ATMS central software and accessible by means of menu selection.

3. SERVICES

a) Engineer shall conduct all activities and within such time frames, as set forth on Exhibit B, "Scope of Services", attached hereto (the "Work Plan").

4. COMPENSTATION AND TERM

a) The consideration to be paid for the Services to be provided the City as described in Exhibit "D", not to exceed $375,525.74. 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.

b) This Agreement shall expire 24 months from the date of City's execution, April 10, 2014. As part of this agreement the system integration, training and testing will be completed by March 31, 2013. 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.

5. EVENTS OF DEFALUT/REMEDIES

a) 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) 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.

SCOPE OF WORK

Work Plan

Task 1 Project Management

Project management is a critical part of the deployment of any technology project. This task will ensure that Aegis and the City share common goals and expectations of the project, and that we execute the project to meet those goals and expectations.

We will utilize a three-faceted approach to project management consisting of project planning activities, project progress monitoring activities, and project control activities. These are further described below:

- **Planning** – We will develop a project plan, including a project scope, work breakdown structure, a critical path method schedule, and task resource estimates. This will establish the baseline plan for the project.
- **Monitoring** – As project work progresses, the project manager will monitor the progress of the work against the baseline project plan. Deviations will be evaluated to determine if corrective action is needed.
- **Control** – If the project manager determines that corrective action is needed, a variety of controls are available to our project manager to correct the variance and/or adjust the plan. Some examples include adding resources, accelerating work schedules, adjusting scope and costs if needed, and coordinating with the City to remove any external issues beyond our control.

Aegis will provide contact details for the designated project manager. Aegis will establish regular project meetings and updates to keep the City's project manager informed of project progress and upcoming activities. The frequency of the project meetings will be determined by the work activity at that time in the project but will initially be bi-weekly. Project meeting minutes will be prepared and distributed by Aegis following each meeting.

Aegis will prepare and maintain the master project schedule using Microsoft Project to identify impacts of schedule changes throughout the project. The project schedule will be made available to the City electronically in Microsoft® Project or Adobe .pdf formats, as desired.

Aegis' project manager will notify the City's project manager of any issues that may affect the project schedule, scope, or costs. In addition, Aegis will coordinate closely with the City for input on existing conditions, design goals, review feedback, and any issues/concerns during the performance of the project.

Task Deliverables

- Progress meeting minutes
- Project schedule and updates

Task 2 Procurement

Aegis originally proposed to supply servers, client devices (laptops, tablets), and ancillary hardware (UPS, KMM). The City has opted to procure all the hardware for this project.

Materials and equipment provided by the City shall meet or exceed the minimum requirements detailed in Appendix 1.

It is anticipated that the servers shall be sent to our development facility in Colorado Springs for installation and configuration of the software. Workstations and ancillary hardware need not be shipped to our Colorado Springs facility.

Task Deliverables

- Delivery of license for Centracs (250 intersection)
- Delivery of license for local D4 controller software (for 250 controllers). D4 controller software will be delivered to the City in May 2012 to coincide with the first shipment of City-procured ATC 2070 controllers. The City will install D4 controller software at the City TMC.
- Third party support software as required by the system

Task 3 System Installation and Configuration

While the servers are in Colorado Springs, our Centracs installation team will configure the COTS software provided, install the Centracs central control software, and configure the installation for the City of Lubbock, including intersection names, IP addresses, map data, and graphics (see Task 4). The servers, when shipped back to Lubbock, will be ready for installation and integration with the system. Our team will arrive on site to complete the delivery of the central software by loading the client software on the workstation and bringing the system online.

The process of integrating Centracs with the field hardware is very straightforward. Once the controller is loaded with the proper timing data and IP address by City forces, the installation contractor will replace the controller or controller/cabinet in the field and establish standalone intersection operations in the field. As part of the installation, the controller should be interconnected with the network device (RuggedCom RS 900). The contractor should confirm that the devices appear to be communicating by link-status indications on both the controller and the network device.

At that point, the controller will begin communicating with the system in the absence of any communications issues. The controller's operation can be verified from the system from any of the workstations or laptops. Once the controller's operation is verified, the desired control strategy can be implemented from the system.

If communications are not established with the central system after the contractor notifies that the controller installation is complete and Motorola confirms that the wireless network connection is complete, Aegis will report the issue to the City for correction. Aegis will coordinate with the City and their contractors to resolve any issues encountered.

Task Deliverables

- Delivery and installation of Centracs installed on appropriate servers and workstations
- Delivery of Centracs software and local controller software media on CD-ROM or DVD discs This includes all files necessary for a complete rebuild of servers or workstations

Task 4 Development of System Graphics and Integration of Controllers

Aegis will develop 10 intersection graphics and load those on the system during the time the software is installed on the servers in Colorado Springs. This will require from the City a listing of the intersection names, locations and IP addresses along with their vehicle and pedestrian phase assignments. If intersection aerial images are available from the City these will also be incorporated at time.

Aegis will also configure intersection communications for an additional 40 intersections. This will include all the steps above except for creation of detailed intersection graphics. Centracs will be able to communicate with these controllers, allow system control and show main-street-green status on the system map.

The City will procure ATC 2070 controllers with expected shipment dates and quantities of May 2012 (60), October 2012 (50), and March 2013 (50). The first shipment of controllers will be used in the

integration into Centracs. Twenty of the City's 170 controllers running Wapiti firmware will be integrated into the Centracs system as discussed in the interview during the RFP process.

Task Deliverables

- Integration of 50 signalized intersections within Centracs: 20-2070 intersections and 20-170 intersections.
- Provision of 10 signalized intersection graphics

Task 5 Training

Centracs System Training

Aegis will provide system training, which includes three 2-to-3 day classroom-training courses with all training materials supplied for up to ten people per class. This training will include instruction on system functionality and use as well as "hands-on" training for both engineering and maintenance-level staff. We understand that some areas may require more in-depth training than others, and will adjust the curriculum according to the City's needs. Training will be conducted at City facilities with access to the system for optimal understanding of the system.

Training Course 1: *Centracs* Introduction

- User login, User rights
- Assignment of controllers to groups
- Entity numbering
- Setting up controllers for IP communication
- Assign plan implementation w/in groups to TOD schedule
- Manual mode command, command to flash, priority of commands
- Communication protocols supported
- Communication status
- Intersection status
- Graphical User Interface, maps, intersection graphics
- How to create intersection graphics
- Scheduling: free, flash, Special Functions
- Holiday Schedules

Training Course 2: *Centracs* Intermediate Training

- System configuration
- System logging and events
- Status monitoring
- Signal control operation modes
- Signal controller parameters editing and upload/download
- Traffic responsive operation
- Alarms and e-mail notification
- System detector data collection
- Archiving volume, occupancy, and speed (VOS) data
- View/manage VOS reports
- System startup and shutdown
- Customizing Centracs
- CCTV control

Training Course 3: *Centracs* Advanced Training

- System configuration
- System installation
- Application Services
- Database Issues
- Time Clock
- Remote Access
- Troubleshooting
- Data backup and restoration
- Custom report generation
- System maintenance
- Creation and management of user rights, create user groups

D4 Local Controller Software Training

D4 Local Controller Software training will encompass basic through advanced topics over the course of a three-day session.

Controller Training Content

Day 1

Controller Introduction 4.0 hours

These sessions will include the following topics:

- Keyboard Operation – This session includes how to enter data, help screens, how to enter calls from the status screens
- Configuration – This session covers controller sequence setup, transaction mode, backup protection, MUTCD Flashing Yellow Arrow, Phases in use, Channel assignments, MMU interface, communications and event logging.
- Logic Processor – This session covers the Logic Processor operation with two examples.
- Controller – This session covers phase timing; overlap options; guaranteed minimum times, start/flash data, controller options and recall data.

Day 2

Controller Coordination and Preempt 4.0 hours

These sessions will include the following topics:

- Remainder of Controller – This session finishes the Controller session started on day 1.
- Coordination – This session includes coordination options, pattern data, split pattern data, auto perm min green and split demand
- Preempt – Included in this session is the operation of the preemptors.

Day 3

Controller Time Base, Detectors, and Dynamic Status 4.0 hours

These sessions will include the following topics:

- Time Base – This session covers the clock calendar, action plans, day plans, schedule, and exception days. It includes an example TOD pattern selection schedule
- Detectors – Included in this session are programming detector types, detector plans, detector options, detector logging, vehicle and pedestrian diagnostics.

- Dynamic Status Displays – The main, controller, coordination, preempt and time of day status screens with be covered following discussion of these topics. The rest of the status screens will be covered at this time if the training session.
- Utilities - Included in this session are the copy function and the sign on screen.

Task Deliverables

- Course delivery as described above for up to 10 traffic engineering and signal technician staff
- All required training materials
- Training facility(ies) provided by the City

Task 6 Documentation

Centracs Software

Aegis will supply system and manufacturer's documentation for system software and hardware. In an effort to conserve paper and the environment, Aegis offers online help and electronic documentation where possible.

Project Implementation

In addition to system documentation, an ATMS project binder containing the hardware configuration, network schematics, device numbers, IP addresses, controller inventory and configuration, and other project-specific information will be provided to the City.

Manufacturer Manuals

Aegis will provide a complete set of manufacturer documentation for all third party hardware and equipment delivered under the project.

Task Deliverables

- Documentation of central system support of open standards
- Documentation of local controller software support of open standards and how available the proprietary MIB's are with the central system
- Comprehensive *Centracs* Operations Manual
- D4 local controller software documentation
- Project implementation documentation
- Manufacturer manuals

Task 7 Testing

Aegis will schedule the system acceptance testing to be conducted after training on the system is complete. We have found performing the acceptance test after the City has undergone training and been able to interact with the software during a short period, allows the City a better understanding of the software and system's performance. Aegis will conduct the system acceptance test procedure with City-designated staff present. The system acceptance test (SAT) will consist of an operational demonstration to the City of all major software components using a standard system acceptance test developed by Econolite. A copy of the test procedure is included.

Task Deliverables

- Delivery of acceptance test plan
- Execution and successful completion of acceptance test

Maintenance Agreement

Maintenance for one (1) year begins after the acceptance testing has been successfully completed. Before the first year of maintenance expires, the City and Aegis will contract, if mutually agreed upon, for annual maintenance of $12,000 with a 5% increase annually for a five year term.

Project Schedule

The project time schedule is included in the next page and includes the proposed time of delivery and time of acceptance for each deliverable identified in the work plan.

Appendix 1 Minimum Computer Hardware Specifications

The City shall procure Computer hardware to meet the following minimum specifications.

Application Server **Quantity:1**
HP DL 380 Server
Dual E5620 2.4GHZ Quad Core Processors
8 GB Ram
4 x 300GB 15,000 RPM Hard Drives
750w Redundant Power Supplies
Windows Server Standard 2008R2 with User CALS (5)
Windows SQL Server 2008R2 with User CALS (5)
USB DVDR Drive

Communications / CCTV Server **Quantity:2**
HP DL360 Server
Dual E5620 2.4Ghz Quad Core Processors
8GB RAM
2 x 72GB 15,000 RPM Hard Drives
DVD-RW Optical Drive
460W Redundant Power Supplies
Windows Server Standard 2008R2 with CALS (5)

Mobile Maintenance Unit **Quantity:3**
HP Pavilion DV6T
Windows 7 Professional 64-bit
Intel(R) Core(TM) i5-2450M Processor
Intel(R) HD Graphics 3000
8GB DDR3 System Memory
750GB 5400 rpm Hard Drive
Microsoft(R) Office
9 Cell Lithium Ion Battery
15.6" Full HD HP Anti-glare LED (1920 x 1080)
8X DVD+/-R/RW HP TrueVision
802.11b/g/n WLAN
Standard Keyboard with numeric keypad

Mobile Interface Unit **Quantity:1**
HP Elitebook 2760p Tablet PC
Windows 7 Professional 64-bit
2.5GHz Intel Core i5-2520M processor
320GB (7200 rpm) hard drive
12.1" 1280 x 800) antiglare, WXGA, pen and touch display
802.11a/b/g/n wireless LAN3, Bluetooth, and10/100/1000 NIC

Serial Port Server **Quantity: 1**
Digi PortServer 16

UPS **Quantity: 2**
Minimum 2000VA Rack mounted UPS

KMM **Quantity: 1**
Minimum 3 port KMM and cables

City of Lubbock ATMS
Project Schedule

Task Name	Duration	Start	Finish
Notice to Proceed	**1 day**	**4/16/12**	**4/17/12**
Procurement	**65 days**	**4/23/12**	**7/20/12**
Submit Hardware/Software Specs	5 days	4/23/12	
City of Lubbock Review	10 days	4/30/12	
Server Procurement	45 days	5/21/12	
System Deployment	**35 days**	**7/23/12**	**9/7/12**
Server Configuration/Testing	15 days	7/23/12	
Servers Shipped to Lubbock	10 days	8/13/12	
Integrate Central System On-Site	10 days	8/27/12	
Controller Integration and Graphics	5 days	9/3/12	
Training and Documentation	**93 days**	**9/17/12**	**1/23/13**
Documentation	10 days	9/17/12	
Local Controller Training	3 days	10/15/12	
Centracs Introduction Training	3 days	10/29/12	
Centracs Intermediate Training	3 days	11/26/12	
Centracs Advanced Training	3 days	1/21/13	
System Acceptance Testing	**2 days**	**1/24/13**	**1/25/13**
Acceptance Test Execution	2 days	1/24/13	
Start of Warranty and Maintenance	0 days	1/25/13	
Project Management (calendar days)	**240 days**	**4/16/12**	**1/25/13**

City of Lubbock ATMS
LIST OF DELIVERABLES AND BASIS FOR COST

Description	Quantity	Unit Price	Total Price
SOFTWARE			
ATMS Central System Software	Site License		$101,860.38
Local Controller Software (250) D4	Site License		$176,003.47
TOTAL SOFTWARE PACKAGE			$277,863.85
HARDWARE			
Servers*			$0.00
Mobile Maintenance Units*			$0.00
Mobile Interface Units (includes service plan)*			$0.00
TOTAL HARDWARE			$0.00
SYSTEM INTEGRATION SERVICES			
System installation (all integration services)			$25,645.82
Graphics (10 intersections and Citywide)			$2,007.44
Acceptance test plan			$4,340.54
Acceptance testing (through completion)			$6,902.36
Documentation for central system			$4,136.54
Documentation for local controller			$4,136.54
Training for central system (all modules)			$7,372.52
Training for local controller (all modules)			$7,235.08
Proof of concept test			Included
Maintenance (1 year)			$35,885.05
TOTAL SYSTEM INTEGRATION SERVICES PRICE			$97,661.89
COST SUBTOTAL			
Software			$277,863.85
Hardware			$0.00
System Integration Services			$97,661.89
SUBTOTAL PRICE			

*computer hardware is to be purchased by the City of Lubbock IT department

PROJECT TOTAL COST $375,525.74

EXHIBIT E

INSURANCE

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
Worker's Compensation/	
Employer's Liability:	500,000

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.

City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number:	92216
Capital Project Name:	Traffic Signal Upgrades

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 6,045
Kimley Horn Engineering Contract	372,589
Travel	1,531
Traffic Control System	32,836
Traffic Management System Contract	610,879
South Plains Communications	68,482
RudggedCom Switches	228,496
LED Signal Indications	22,166
Fiber Equipment	11,880
Agenda Items April 10, 2012	
Aegis ITS Contract	375,526
5.8 GHz Intersection Radios	122,896
Encumbered/Expended To Date	1,853,326
Estimated Costs for Remaining Appropriation	
Controllers	630,000
Radios	162,000
Switches (2nd Order)	65,000
Fiber Along Arterials	1,600,000
Signal Monitors	149,063
Unallocated	290,611
Remaining Appropriation	2,896,674
Total Appropriation	**$ 4,750,000**

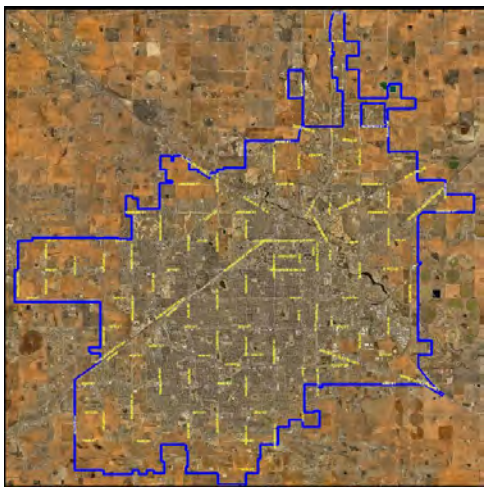
Project Name **Traffic Signal Upgrades** *Project Number* **92216**

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Design, purchase, and installation of new central software, new cabinets, new controllers, fiber optic line, where necessary, ethernet connections, light-emitting diode's (LED's), and video detection at some intersectons.

Project Justification

The traffic signal system was purchased and installed in 1999. The improvements in technology and the communication issues with the signals suggests the need for a system wide upgrade to the traffic signal system and communications. The project includes new traffic central system software, upgrades to traffic controllers, installation of improved communication links to intersections, and possible video detection for the enhancement of traffic signal timing and management by the Traffic Management Center.

Project History

The City's traffic signal system runs off of a centralized computer system, which is approaching 10 years old, and is located in the Traffic Management Center, along with additional software (controllers) at each intersection. This system provides the necessary communications for traffic signal timing, emergency preemption, and congestion management. The central software currently communicates with the signals at the intersections through old twisted copper, some fiber, and radio towers. The signals tend to go offline due to communications issues and upgrades to controller software that are not compatible with the old central software. The City has had to revert to older versions of software to keep the system communicating.

$725,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.
$4,025,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Project Amount
Construction	4,677,500	0	0	0	0	0	0	4,677,500
Design and Engineering	72,500	0	0	0	0	0	0	72,500
Total Project Appropriation	4,750,000	0	0	0	0	0	0	4,750,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Funding
FY 2010 General Obligation Bonds	725,000	0	0	0	0	0	0	725,000
FY 2011 General Obligation Bonds	4,025,000	0	0	0	0	0	0	4,025,000
Total Funding Sources	4,750,000	0	0	0	0	0	0	4,750,000

Regular City Council Meeting **5. 13.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Public Works - Traffic Engineering: Consider a resolution authorizing the Mayor to execute purchase order Contract 93000021 with Twincrest Technologies Corporation for 5.8 GHz Ethernet radios.

Item Summary

As part of the 2009 bond election project, Traffic Engineering is purchasing many items to upgrade the current traffic signal system. This includes purchases to upgrade the communication links and establish redundant communications between the signals and the Traffic Management Center.

The contract is for three 5.8 GHz wireless Ethernet access point clusters, sixty 5.8 GHz wireless Ethernet radios, and all equipment and mounting hardware necessary to install the equipment. The access point clusters will be installed by City contractors on the Municipal Hill radio tower, West Lubbock radio tower, and the Texas Department of Transportation's radio tower at the Lubbock District office. With an existing access point cluster currently installed on the South tower, the system will communicate to sixty 5.8 GHz radios that will be installed at traffic signals. Traffic signal controllers are currently the only field devices monitored by the Traffic Engineering Department's serial radio network. Once the radio system is upgraded to 5.8 GHz Ethernet technology, other field devices including conflict monitors and detectors may be monitored. Additional devices, such as dynamic message signs, can be added to the network at a later date.

The $122,896 purchase from Twincrest Technologies of Mansfield, Texas, is through the Texas Multiple Awards Schedule (TXMAS) Texas Smart Buy program contract 550-A2. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Services Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contract by competitive procurement procedures for more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customers prices and the maximum price allowable. To be considered for the TXMAS Program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code, Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

Fiscal Impact

$4,750,000 is appropriated in Capital Improvement Project No. 92216, Traffic Signal Upgrades, with $122,896 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Traffic Ethernet Radios

Budget Detail - 92216

CIP Detail - 92216

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. 93000021 for the purchase of 5.8 GHz Ethernet Radios as per Texas Smart Buy Contract 550-A2, by and between the City of Lubbock and Twincrest Technologies of Mansfield, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Twincrest Technologies-PurchaseOrd
March 27, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/27/2012
Order Number 93000021 000 OP
Branch/Plant 92216

TO: TWINCREST TECHNOLOGIES
TWINCREST INC DBA
1315 HWY 1187 STE 104
MANSFIELD Texas 76063

SHIP TO: CITY OF LUBBOCK
TRAFFIC CONTROLS BUILDING
202 MUNICIPAL DR
LUBBOCK Texas 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight
Requested 05/10/2012 Taken By C ISAACS
Delivery PER COOK_R REQ 39325 TXSMARTBUY CONTRACT 550-A2

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Intuicom Broadband Training	1.000	1,000.0000	EA	1,000.00	05/10/2012
Quote No. 1971-JJ					
Intuicom EB-58 5.8GHz Radio	60.000	1,790.0000	EA	107,400.00	05/10/2012
Intuicom AP-58 4 RadioCluster	3.000	4,720.0000	EA	14,160.00	05/10/2012
LMR-400 Coaxial Cable (LF)	120.000	1.1000	EA	132.00	05/10/2012
N-Type Male Connector	12.000	17.0000	EA	204.00	05/10/2012
				Total Order	
Terms NET 30 DAYS				122,896.00	

This purchase order encumbers funds in the amount of $122,896.00 awarded to Twincrest Technologies of Mansfield, TX, on April 10, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation no. 1971-JJ dated March 27, 2012 from, Twincrest Technologies of Mansfield, TX and Texas Smart Buy Contract 550-A2. Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

TWINCREST TECHNOLOGIES

Quotation

P.O. Box 757
Mansfield, TX 76063
Phone (817) 539-2200 Fax (817) 539-2201

To: **City of Lubbock**
Corey Isaacs
Cisaacs@mylubbuck.us

DATE: 03/27/12
Re: Corey
Delivery: 30 days ARO
Terms: Net 30
Shipping: FOB Destination
Quote #: 1971-JJ

Item	Qty	Description	Unit	TOTAL
		PART NUMBERS AND PRICING REFLECT TEXAS SMART BUY CONTRACT 550-A2 TRAFFIC CONTROL DEVICES, MARKERS, DELINEATORS		
55081845103	1	**Intuicom Broaband Radio Training**	1,000	1,000
55081845813	60	**Intuicom EB-58 5.8 GHz Radio with Integrated Panel Antenna** *Price includes mounting hardware and upgrade to Wi-Fi option.*	1,790	107,400
55081845818	3	**Intuicom AP-58 5.8 GHz 4-Radio Cluster**	4,720	14,160
55081845833	120	**LMR-400 Coaxial Cable (LF)**	1.10	132
55081845836	12	**N-Type Male Connector for LMR-400 Coaxial Cable (Set of 2)**	17	204
			TOTAL	$ 122,896

This quotation is good for 60 days. If you have any questions, please call 817-539-2200.

THANK YOU FOR YOUR BUSINESS!

City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number:	92216
Capital Project Name:	Traffic Signal Upgrades

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 6,045
Kimley Horn Engineering Contract	372,589
Travel	1,531
Traffic Control System	32,836
Traffic Management System Contract	610,879
South Plains Communications	68,482
RudggedCom Switches	228,496
LED Signal Indications	22,166
Fiber Equipment	11,880
Agenda Items April 10, 2012	
Aegis ITS Contract	375,526
5.8 GHz Intersection Radios	122,896
Encumbered/Expended To Date	1,853,326
Estimated Costs for Remaining Appropriation	
Controllers	630,000
Radios	162,000
Switches (2nd Order)	65,000
Fiber Along Arterials	1,600,000
Signal Monitors	149,063
Unallocated	290,611
Remaining Appropriation	2,896,674
Total Appropriation	**$ 4,750,000**

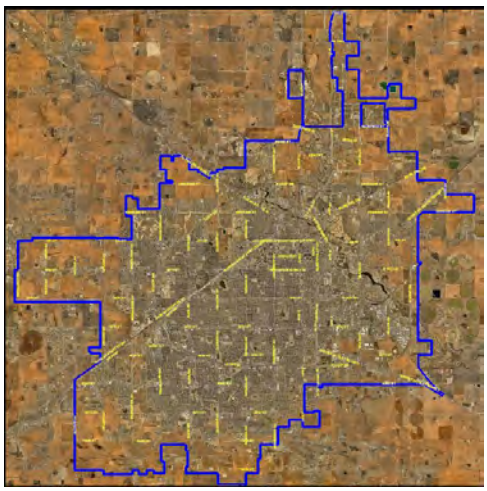
Project Name **Traffic Signal Upgrades** *Project Number* **92216**

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Design, purchase, and installation of new central software, new cabinets, new controllers, fiber optic line, where necessary, ethernet connections, light-emitting diode's (LED's), and video detection at some intersectons.

Project Justification

The traffic signal system was purchased and installed in 1999. The improvements in technology and the communication issues with the signals suggests the need for a system wide upgrade to the traffic signal system and communications. The project includes new traffic central system software, upgrades to traffic controllers, installation of improved communication links to intersections, and possible video detection for the enhancement of traffic signal timing and management by the Traffic Management Center.

Project History

The City's traffic signal system runs off of a centralized computer system, which is approaching 10 years old, and is located in the Traffic Management Center, along with additional software (controllers) at each intersection. This system provides the necessary communications for traffic signal timing, emergency preemption, and congestion management. The central software currently communicates with the signals at the intersections through old twisted copper, some fiber, and radio towers. The signals tend to go offline due to communications issues and upgrades to controller software that are not compatible with the old central software. The City has had to revert to older versions of software to keep the system communicating.

$725,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.
$4,025,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Project Amount
Construction	4,677,500	0	0	0	0	0	0	4,677,500
Design and Engineering	72,500	0	0	0	0	0	0	72,500
Total Project Appropriation	4,750,000	0	0	0	0	0	0	4,750,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Funding
FY 2010 General Obligation Bonds	725,000	0	0	0	0	0	0	725,000
FY 2011 General Obligation Bonds	4,025,000	0	0	0	0	0	0	4,025,000
Total Funding Sources	4,750,000	0	0	0	0	0	0	4,750,000

Regular City Council Meeting **5. 14.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 22101380 with Godwin Pumps of America for a trailer mounted diesel suction and discharge trash pump.

Item Summary

The purchase order contract is for one 2012 trailer mounted diesel suction and discharge trash pump for Water Distribution and Maintenance. The trash pump replaces a 1991 model that will be used to pump water out of excavation sites to make repairs on broken water mains.

The $41,569 purchase from Godwin Pumps of America of Bridgeport, New Jersey, is made through the Texas Association of School Boards Local Government Cooperative, Contract 344-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an adminstrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

This equipment is approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Trash Pump

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. 22101380 for the purchase of trailer mounted trash pump, by and between the City of Lubbock and Godwin Pumps of America of Bridgeport, New Jersey, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Godwin Pumps-PurchaseOrd
February 23, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/06/2012
Order Number 22101380 000 OP
Branch/Plant 221

TO: GODWIN PUMPS OF AMERICA
84 FLOODDGATE ROAD
BRIDGEPORT New Jersey 08014

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/23/2012 Freight .
Requested 06/14/2012 Taken By C ISAACS
Delivery PER TREVINO_M REQ 39144 BUYBOARD CONTRACT NO. 344-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Trailer Mounted Trash Pump	1.000	41,569.3200	EA	41,569.32	06/14/2012

Godwin Dri-Prime CD 150M Critically Silenced Diesel Pump

Total Order

Terms NET 30 41,569.32

This purchase order encumbers funds in the amount of $41,569.32 awarded to Godwin Pumps of America of Bridgeport, NJ on April 10, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation number 114005821, dated February 10, 2012 from Godwin Pumps of America of Bridgeport, NJ and BuyBoard contract # 344-10. Resolution#_____.

CITY OF LUBBOCK

Tom Martin, Mayor

ATTEST:

Rebecca Garza, City Secretary

godwin
a xylem brand

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • Phone (856) 467-4841 • Fax (856) 467-4841

QUOTATION # 114005821

To: Corey Isaacs **From:** Jay Saenz

Business: City of Lubbock **Date:** February 10, 2012

Email: cisaacs@mail.ci.lubbock.tx.us **Pages:** 1

Phone: 806-775-2168 **Re:** Godwin, Trailer Mounted, Diesel Engine, Trash Pump

BuyBoard Contract # 344-10

Quantity	Description	Amount
2	6" Male Cam & Groove x 6" 150# Flange Adapter	**$146.01 ea**
1	6" x 20' Black Water Suction Hose with Cam and Groove	**$415.90**
1	6" x 10' Black Water Suction Hose with Cam and Groove	**$307.90**
1	6" x 50' Blue PVC Discharge Hose with Cam and Groove Fittings	**$303.06**
1	Godwin Dri-Prime CD150M Critically Silenced Diesel Pump Sound Attenuated Enclosure 6" 150# Flange Suction and Discharge John Deere 4045T280SP T3 Diesel Engine Skid-mounted **Engine/Motor Options** PrimeGuard Controller	**$35,359.22**
1	CD225 SAE GL7 Trailer (5954)	**$4,731.22**
1	Tool Box and Hose Racks Mounted to Trailers	**$160.00**
	Total Cost	**$41,569.32**

Freight: F.O.B. Lubbock, Texas

Terms: due upon receipt

Estimated Delivery: 6 – 8 weeks

Quote Validity: 90 days


GODWIN DRI PRIME
godwin pumps

Regular City Council Meeting **5. 15.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 31009596 with Associated Supply Company, Inc., for four two-axle loader/backhoe transport trailers, BID 12-10511-CI.

Item Summary

The purchase order contract is for four 2012 two-axle loader/backhoe transport trailers for Water Distribution and Maintenance. The trailers replace one 1993 and three 2002 model trailers that will be used to transport backhoes and materials to and from water and sewer projects.

Staff recommends contract award to the sole bidder, Associated Supply Company of Lubbock, Texas, for $46,464.

Fiscal Impact

The trailers are approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - ASCO - Trailers

Trailer

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. 31009596 for the purchase of four (4) two-axle trailers per ITB 12-10511-CI, by and between the City of Lubbock and Associated Supply Company, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Associated Supply-PurchaseOrd
February 23, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/06/2012
Order Number 31009596 000 OP
Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
PO BOX 3888
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/06/2012 Freight .
Requested 07/06/2012 Taken By C ISAACS
Delivery PER PORRAS_J REQ 38877 PER ITB 12-10511-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Trailers, Two-Axle	4.000	11,616.0000	EA	46,464.00	07/06/2012

Loader/Backhoe Transport

Belshe Model BF11-2EP

Total Order

Terms NET DUE ON RECEIPT 46,464.00

This purchase order encumbers funds in the amount of $46,464.00, for the purchase of four (4) two-axle trailers awarded on April 10, 2012 to Associated Supply Company, Incorporated of Lubbock, Texas in accordance with Associated Supply Company, Incorporated's response to ITB# 12-10511-CI. The following is incorporated into and made part of this purchase order by reference: Bid Submitted by your firm in response to City of Lubbock ITB# 12-10511-CI.
Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

City of Lubbock, Texas
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 12-10511-CI**, 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 **12-10511-CI** 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.	4	Each	Trailers, Two-Axle, Loader/Backhoe Transport (Specification No. T-35)	$ 11,616.00	$ 46,464.00	60-70
			Brand Name and Model Number: Belshe BF11-2EP			

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

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

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

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

YES X NO _____

- If you (the bidder) checked YES, the following will apply:

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

THIS BID IS SUBMITTED BY ASCO 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: ASCO ASSOCIATED Supply Co. INC.

Address: 2102 E. Slaton Rd.

City: Lubbock State: TEXAS Zip 79423

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 Americ		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 [signature] Date: 2/22/12
Authorized Representative - must sign by hand

Officer Name and Title: W Blackwright CEO
Please Print

Business Telephone Number 806-745-2000 FAX: 806-748-1268

E-mail Address: rthomack@gscoeq.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 $25,000)*: _____ 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.


CASE
Series 3

Regular City Council Meeting **5. 16.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 10005092 with Altec Industries, Inc., for a telescopic articulating aerial truck with utility bed.

Item Summary

The contract is for one telescopic articulating aerial truck with utility bed for Parks and Recreation. The vehicle replaces a 2001 model that will be used for maintaining City parks' security lighting, scoreboards, sports field lighting, overhead lighting, trimming trees, and baseball field netting.

The $123,776 purchase from Altec Industries of Waxahachie, Texas, is through the Texas Multiple Awards Schedule (TXMAS) contract TXMAS 11-23V050. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Service Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures from more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. To be considered for the TXMAS program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

Fiscal Impact

The equipment is approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Altec Aerial Truck

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. 10005092 for the purchase of an Altec model AT40M, by and between the City of Lubbock and Altec Industries, Inc. of Waxahachie, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Altec Industries, Inc.-PurchaseOrd
March 9, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/09/2012
Order Number 10005092 000 OP
Branch/Plant 100

TO: ALTEC INDUSTRIES INC
1001 SOLON ROAD
WAXAHACHIE Texas 75165

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/09/2012 Freight
Requested 11/05/2012 Taken By C ISAACS
Delivery PER TREVINO_M REQ 39111 TXMAS CONTRACT NO. 11-23V050

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
ALTEC model AT40M	1.000	123,776.0000	EA	123,776.00	11/05/2012

Quote No. 177296-1

Total Order

Terms NET DUE ON RECEIPT 123,776.00

This purchase order encumbers funds in the amount of $123,776.00 awarded to Altec Industries, Incorporated of Waxahachie, Texas, on April 10, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation number 177296-1 dated February 29, 2011 from Altec Industries, Incorporated of Waxahachie, Texas and TXMAS contract # 11-23V050. Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

February 29, 2012
Our 83rd Year

806-775-3000

CITY OF LUBBOCK
1301 Broadway
Attn: Accounting Dept.
LUBBOCK, TX 79401-2000
US

Bill To:
CITY OF LUBBOCK
PO BOX 2000
LUBBOCK, TX 79408-2000
United States

Altec Quotation Number 177296 - 1
Account Manager: Brad Marlow
Inside Sales Rep: Emily A Gent

Altec Sales Order(s):

ALTEC QUOTE COMPLIES PER TXMAS-11-23V050

Item	Description	Qty	Price
	Unit		
1.	ALTEC Model AT40M telescopic articulating with an insulating lower arm, insulating telescopic upper boom, material handling and the Altec ISO-Grip (U.S. Patent No. 7,416,053) system. An upper control system incorporating high resistance components at the boom tip, for rear mount installation, built in accordance to ALTEC'S standard specifications and to include the following features:	1	

A. Material Handling System: Hydraulically articulating jib (Altec ARM Jib). Material handling system comes with 80ft of 0.50 inch polyester double braid rope and a metal thimble in the working end. Material handling capacity is dependent upon upper boom extension and lower boom articulation angle.
B. Ground to Bottom of Platform Height: 40 feet at 10.7 feet from centerline of rotation (12.2 m at 3.3 m)
C. Working Height: 45 feet (13.7 m)
D. Maximum Reach to Edge of Platform: 30.8 feet at 16.5 foot platform height (9.4 m at 5.0 m)
E. Lower Boom Insulator: Provides 9.5 inches (241 mm) of isolation
F. Side by Side Boom Configuration: Travel height approximately 10ft 6.5in on a chassis with approximately 33" frame height, utilizing a 45" pedestal height. This may have to be increased depending on cab configuration.
G. Articulating Arm: Tubular steel structure. The articulating arm is designed so that the articulating arm and tension link are compensating. By raising the articulating arm only, the lower and upper boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area.
H. Lift Cylinders: The rod eye is welded to the rod while the blind end of the cylinder is of cast steel, one piece design, which utilizes cartridge-type, bi-directional counter-balance holding valves. The lower boom and arm cylinders have spherical-type bearings on both rod and base ends.
I. Lower Boom: Fabricated, reinforced steel box structure. Ultra high molecular weight polyethylene slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms.
J. Lower Boom Pivot Pin: high strength chrome plated steel with self-lubricating, replaceable, non-metallic bearings.
K. Telescopic Upper Boom: filament wound, square fiberglass, providing a minimum of 31.5 inches (800 mm) of isolation. The inner surface of the fiberglass boom is

Item	Description	Qty	Price

coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth gelcoat finish.

L. Upper Boom Extension: The upper boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom.

M. Hydraulic System: The open-center hydraulic system operates at a system pressure of 3,000 psi (20.7 Mpa, 207 bar) and a free flow rate of 6.0 gpm (22.7lpm). The system consists of a pump, 15.0 gallon (56.8 l) hydraulic oil reservoir, inlet manifold, lower control valve, tool/jib valve and single handle upper control valve assembly.

N. Pedestal: Post-type structure design with 12.75 inch (323.8 mm) diameter vertical pedestal tube with a heavy-duty welded flange at the base end and openings that provide easy access to the hydraulic hoses. The round structure facilitates personnel movement between the pedestal and body sides. Includes pedestal base plate for attachment to subbase.

O. Rotation: Continuous rotation is provided by worm gear drive, equipped with extended shaft for manual rotation, driving a shear ball bearing rotation gear. The fully adjustable rotation drive assembly includes an external eccentric ring adjustment of the gearbox pinion gear to the main rotation bearing, permitting the ability to easily adjust backlash, reduce boom side play and ensure proper tooth contact over the life of the unit. This reduces life cycle cost. All bearing attachment bolts are easily accessed from outside the pedestal and inside the turntable.

P. Turntable: Steel fixture-welded structure with a 1.25 inch (32 mm) steel bottom plate. The bottom plate of the turntable is machined after welding to ensure a flat mounting surface for the rotation bearing. The hydraulic rotary joint and hydraulic hoses are located in the turntable for ease of access. The main control valve is located outside the turntable for convenience and ease of access and is covered for protection.

Q. Platform Leveling System: The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation.

R. Platform: Fiberglass non-insulating platform for use with or without insulated liner (per ANSI A92.2).

S. ISO-Grip System: The Altec ISO-Grip (Patent Applied For) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system. 1) Control Handle: A single handle controller incorporating that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. 2) Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. 3) Control Console: Non-tested non-metallic control console plate. 4) Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.

T. Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.

U. Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation. This reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped.

V. Outrigger Motion Alarm: Provides audible alarm when any of the outriggers

Item	Description	Qty	Price
	controls are operated. **W.** Back-up Alarm, installed **X.** Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This reduces life cycle cost. **Y.** ANSI Category C, 46 kV and below dielectric rating. Upper boom must be extended approximately 20 inches **Z.** Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device. **AA.** Paint: Painted with the Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electro-statically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection		
2.	Pedestal	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
4.	Single One-Man Platform, fiberglass (insulated)- 24 x 30 x 42 inches (610 x 762 x 1067 mm) end mounted, 180 degrees rotation around boom tip with platform-mounted single handle controls. Platform has a capacity of 400lbs without liner on the AT40M (600lbs without liner on AT40P)	1	
5.	One (1) Platform Step - located on the side of the platform opposite the upper boom in the stowed position	1	
6.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
7.	Platform Liner - for one-man fiberglass platform, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV rating (minimum)	1	
8.	Platform Floor Liner - 24 x 30 inches (610 x 762 mm)	1	
9.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings provide a maximum of 6.0 gpm at the boom tip for open center tools. Tool system relief pressure set at 2,000 psi.	1	
10.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
11.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and tailshelf.	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Power Distribution Module (PDM): a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1	
14.	Primary Modified A-Frame Outriggers With Integrated Subbase, fixed shoe, provides	1	

Item	Description	Qty	Price
	112 inch (2844 mm) maximum spread. Includes motion alarm and outrigger interlocks, which will not allow the unit to be operated until the outriggers have been deployed. For installation on a 30 to 34 inch chassis frame height.		
15.	Electric Outrigger Controls: drive hydraulic outrigger control valves. Durable weather proof electronic switches are located at the rear of the unit unless otherwise specified. Use of electronic switches reduces the number of hydraulic hoses and leak points.	1	
16.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1	
17.	Locking Hydraulic Reservoir Cover	1	
18.	Sight and Temperature gauge for hydraulic reservoir	1	
19.	Winch load line swivel hook	1	
20.	Altec Aerial Device Powder Painted White	1	
	Unit & Hydraulic Acc.		
21.	HVI-22 Hydraulic Oil (Standard).	25	
22.	Standard Pump For PTO	1	
23.	Electric Shifted PTO	1	
	Body		
24.	Altec Body	1	
25.	Steel Body	1	
26.	Low-Side General Service With Step (LGSS)	1	
27.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: **A.** Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. **B.** All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Hinge Rods Extend Full Length Of Door. **C.** Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers And Tread Plate Floor. **D.** Integrated Door Header Drip Rail At Top For Maximum Weather Protection. **E.** Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. **F.** Steel Treated For Improved Primer Bond And Rust Resistance. **G.** Automotive Type Non-Porous Door Seals Mechanically Fastened To The Door Facing.	1	
28.	132 Inch Body Length	1	
29.	94 Inch Body Width	1	
30.	40 Inch Body Compartment Height	1	
31.	20 Inch Body Compartment Depth	1	

Item	Description	Qty	Price
32.	Finish Paint Entire Body. Undercoat Applied Under The Body	1	
33.	Altec White	1	
34.	5 Drop-In Metal Cargo Retaining Panel At Rear Of Body	1	
35.	5 Drop-In Metal Cargo Retaining Panel At Top Of Side Access Step	1	
36.	Treadplate On Streetside Compartment Tops	1	
37.	Treadplate On Curbside Compartment Tops	1	
38.	Rope Lights Around Top And Sides Of Compartment Door Facings (Installed At Body Plant)	1	
39.	Stainless Steel T-Handle One-Point Latches With Locks	1	
40.	Gas Props On All Vertical Doors	1	
41.	Chains On All Horizontal Doors	1	
42.	Standard Master Body Locking System	1	
43.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
44.	Two Hotstick Brackets On Streetside	1	
45.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside	1	
46.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
47.	1st Vertical (SS) - Outrigger Housing	1	
48.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
49.	1st Horizontal (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	1	
50.	Rear Vertical (SS) - Locking Swivel Hook(s) On An Adjustable Rail (Left Wall)	1	
51.	Rear Vertical (SS) - Locking Swivel Hook(s) On An Adjustable Rail (Rear Wall)	4	
52.	Rear Vertical (SS) - Locking Swivel Hook(s) On An Adjustable Rail (Right Wall)	1	
53.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
54.	1st Vertical (CS) - Outrigger Housing	1	
55.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
56.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	1	
57.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
58.	Rear Vertical (CS) - Locking Swivel Hook(s) On An Adjustable Rail (Left Wall)	1	
59.	Rear Vertical (CS) - Locking Swivel Hook(s) On An Adjustable Rail (Rear Wall)	4	
60.	Rear Vertical (CS) - Locking Swivel Hook(s) On An Adjustable Rail (Right Wall)	1	

Item	Description	Qty	Price
	Body and Chassis Accessories		
61.	29" L Tailshelf	1	
62.	94 Inch Wide Tailshelf (Standard)	1	
63.	Steel Tailshelf Construction	1	
64.	Wheel Chock Holders Installed In Tailshelf, One Each Side	1	
65.	Custom Rear Window Guard Rear window guard with expanded metal angle iron window guard, attached to body front bulkhead.	1	
66.	Top Opening Storage Box 108"L x 18"W x 12"H With One (1) Tread Plate Lid, Gas Props, Hasp Lock And Grab Handle Installed on top of the streetside compartments. Box is to be locked and keyed the same as other compartments. Must have gas struts at both ends.	1	
67.	Custom Top Opening Box Top Opening Storage Box, 34" L x 18" W x 18" H, With One (1) Tread Plate Lid, Gas Props, Hasp Lock, And Grab Handle. Must be VENTED. To be located on the curbside front corner of the body. Box to have treadplate on top.	1	
68.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
69.	Platform Access Step From Body Floor Mounted on right rear of tailshelf.	1	
70.	Custom Access Step Cable Step Installed At Rear, Double Step With Rigid Top Step	1	
71.	U-Shaped Grab Handle Installed At Rear	1	
72.	Small Grab Handle Installed At Rear	1	
73.	ICC (Underride Protection) Bumper Installed At Rear	1	
74.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL) Mounted 23", + or - 1"	1	
75.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
76.	Platform Rest, Rigid with Rubber Tube	1	
77.	Boom Rest for a Telescopic Unit	1	
78.	Aluminum Outrigger Pad, 18" x 18" x 3" (Sauber)	2	
79.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19" x 19" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
80.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
81.	Mud Flap Without Altec Logo (Pair)	1	
82.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1	
83.	Triangular Reflector Kit Installed Per DEPS 042	1	
84.	Install Counterweight As Needed	1	
85.	Slope Indicator Assembly For Machine With Outriggers	1	

Item	Description	Qty	Price
86.	Vinyl manual pouch for storage of all operator and parts manuals	1	
	Electrical Accessories		
87.	Install secondary stowage system.	1	
88.	Install Start/Stop system.	1	
89.	Install Two Speed Throttle System.	1	
90.	Install Outrigger Interlock System	1	
91.	Altec Standard Multi-Point Grounding System	5	
92.	Manual Retracting Grounding Reel - Holds #2 GA, 1/0 GA, 2/0 GA, Or 4/0 Cable (Max 75 FT) Ship loose	1	
93.	Grounding Cable, 1/0 GA Yellow Jacketed Cable	75	
94.	Copper U Shaped Grounding Lug (Threaded) mount off chassis frame rail at rear under tailshelf	1	
95.	Compartment Lights Wired To Dash Mounted Master Switch	1	
96.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
97.	Altec Standard Amber LED Strobe Light With Brush Guard Installed on top front corners of the body compartments. Master switch installed in cab.	2	
98.	4-Corner Strobe Lighting, Amber LED, Front Grille Surface Mounted Lights And Rear Grommet Mounted Lights	1	
99.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
100.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
	Finishing Details		
101.	Focus Factory Build	1	
102.	Delivery Of Completed Unit Lubbock, TX	1	
103.	Powder Coat Unit Altec White	1	
104.	All interior body compartments to remain primed	1	
105.	Apply Non-Skid Paint (Ferrox) to all walking surfaces	1	
106.	English Safety And Instructional Decals	1	
107.	Vehicle Height Placard - Installed In Cab	1	
108.	Dielectric test unit according to ANSI requirements.	1	
109.	Stability test unit according to ANSI requirements.	1	
110.	Placard, HVI-22 Hydraulic Oil	1	

Item	Description	Qty	Price
111.	Inbound Freight	1	
112.	Installation - AT40M	1	
	Chassis		
113.	Chassis	1	
114.	Altec Supplied Chassis	1	
115.	2012 Model Year	1	
116.	Dodge 5500	1	
117.	Chassis Color - White	1	
118.	Chassis Cab To Axle Length - 84 inch	1	
119.	GVWR 19,500 LBS	1	
120.	7,000 LBs Front Axle Rating	1	
121.	13,500 LBs Rear Axle Rating	1	
122.	6.7L Cummins Turbo Diesel	1	
123.	Dodge AISIN AS68RC (6-Speed Automatic Transmission)	1	
124.	Single Horizontal Exhaust Right Hand	1	
125.	Cruise Control	1	
126.	Dodge PTO Prep Package (LBN)	1	
127.	Hydraulic Brakes	1	
128.	No Idle Engine Shut-Down Required	1	
129.	4x4 Front Drive Axle	1	
130.	Park Brake In Rear Wheels	1	
131.	Regular Cab	1	
	Miscellaneous		
132.	Standard Altec Warranty One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges Limited Lifetime Structural Warranty	1	

Total **123,776.00**

Altec Industries, Inc.

BY _____

Emily A Gent

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

2 F.O.B. - Customer Site

3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

4 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

5 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit.

6 Interest charge of 1/2% per month to be added for late payment.

7 Delivery: 210-240 days after receipt of order PROVIDING:
A. Chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

8 This quotation is valid until APR 13, 2012. After this date, please contact Altec Industries, Inc. for a possible extension.

9 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

10 Please direct all questions to Brad Marlow at

Model AT40M



Regular City Council Meeting **5. 17.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 31009809 with Scoggin-Dickey Chevrolet-Buick for light duty vehicles and Sports Utility Vehicle's (SUV), BID 12-10601-CI.

Item Summary

The purchase order contract is for the following vehicles.

The item numbers correspond to those shown on the provided bid tabulation.

Item 1 and 2: Two full-size SUV for the following departments:

Police Patrol – The vehicle replaces a 2001 model SUV the City shares with Garza County at Lake Alan Henry (LAH). Lubbock Police Department uses the SUV when conducting police patrol duties at LAH.

Street Drainage – The vehicle replaces a 1995 model and will be used to survey new construction, alleys, and various projects for the Public Work Engineering Department. A full-size, 4-wheel drive SUV is necessary due to the conditions of the work areas and the size of equipment carried.

Item 3: One 1/2 ton, extended cab, long bed, 4x2 pickup for Parks and Recreation. The vehicle replaces a 1997 model and will be used to inspect parks and park projects and to safely haul items that cannot be carried in the cab of the pickup.

Item 4: One 1/2 ton, crew cab, short bed, 4x2 pickup for Police Investigations. The vehicle replaces a 2006 model and will be used to transport victims, witnesses, and suspects; for investigations; and to carry equipment and evidence.

Item 5: One 1/2 ton, crew cab, short bed, 4x2 pickup for Police Training. The vehicle replaces a 2001 model at the Police Academy and will be used daily to deliver supplies and equipment, tow trailers, and any other needs related to daily activities.

Item 6: One 1/2 ton, crew cab, short bed, 4x4 pickup for Police Patrol. The vehicle replaces a 2005 Crown Victoria for the Accident Investigation Unit and will be used to haul large equipment for processing accident scenes including paint, drag sleds, total station mapping system, crash data retrieval system, measuring tools, wooden stakes, traffic cones, marking flags, and various tools.

Item 7: One 1/2 ton, extended cab, short bed 4x2 pickup for Streets. The vehicle replaces a 2004 model and will be used by pavement management operations inspectors. The inspectors oversee street maintenance projects including micro-surfacing, asphalt patching, concrete replacement, and asphalt rejuvenation and evaluate the condition of street infrastructure.

Item 8 and 9: Two 3/4 ton, regular cab, long bed 4x4 pickups for the following departments:

Airport – The vehicle replaces a 1989 model and will be used by facility maintenance personnel for building repairs

and maintenance at airport properties and to plow snow and to de-ice (spreader on the bed) during inclement weather.

Solid Waste Collections - The vehicle replaces a 2000 model and will be used for customer calls, container audits, property damage claim checks, accident investigations, and recycling site visits.

Item 10: Two 3/4 ton, regular cab, regular bed 4x4 pickups for Water Meter and Customer Service. The vehicles replace 2006 models and will be used to respond to water line breaks and any customer complaints or concerns.

Item 11: Six 3/4 ton, extended cab, regular bed, 4x2 pickups for Water Distribution and Maintenance. The vehicles replace two 2003 models and four 2006 models and will be used by pipeline maintenance to supervise work and to deliver materials and equipment to work crews.

Item 12: One 3/4 ton, crew cab, short bed, 4x2 pickup for Parks and Recreation. The vehicle replaces a 1997 model and will be used to transport staff and temporary summer workers to sites to clean and to deliver materials to projects and special events.

Item 13: One 3/4 ton, regular cab, bed deleted pickup for Vector Control. The vehicle replaces a 1996 model and will be used to apply chemicals to treat the mosquito population. The truck carries a turbo sprayer used for the application of a larvicide chemical on playa lakes and other standing water. A flatbed will be installed on the pickup.

Item 15: One 3/4 ton, regular cab, bed deleted , 4x4 pickup for Airport. The vehicle replaces a 1989 model and will be used to perform electrical repairs, replace light fixtures on the airfield, and repair the landscape irrigation systems. A service body will be installed on the pickup.

Item 16: One 3/4 ton, regular cab, bed deleted, 4x4 pickup for Water Meter and Customer Service. The vehicle replaces a 2006 model and will be used to place water meters for new customers and change out water shut off valves for residential and commercial customers. A service body will be installed on the pickup.

Item 17: One 3/4 ton, regular cab, bed deleted, 4x2 pickup for Facilities Management. The vehicle replaces a 2001 model and will be used for transportation of tools and equipment for building maintenance repairs and installations. A service body will be installed on the pickup.

Item 18: Two 1-ton, extended cab, 4x4 pickups for Water Pumping and Control and Water Reservoir. The vehicle for Water Pumping and Control replaces a 2006 model and will be used to perform mechanical repairs on pumps, motors, and valves at water facilities at the City, Bailey County, and Lake Alan Henry pump stations. The vehicle for Water Reservoir is an addition to the fleet and will be used to perform mechanical repairs on pumps, motors, and valves at water facilities throughout Lubbock, Bailey County Well Field system, and Lake Alan Henry system, and to respond to calls after hours and emergencies associated with the public drinking water system.

A bid tabulation is provided.

Staff recommends bid award for Items 1-13 and 15-18 to Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas, for $584,423.

Fiscal Impact

The vehicles are approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

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Attachments

Resolution & Contract - Scoggin-Dickey

Light Duty Vehicles

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. 31009809 for the purchase of light duty vehicles and SUVs as per ITB 12-10601-CI, by and between the City of Lubbock and Scoggin-Dickey Chevrolet-Buick, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Attorney
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Scoggin Dickey-PurchaseOrd
March 27, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/30/2012
Order Number 31009809 000 OP
Branch/Plant 3526

TO: SCOGGIN-DICKEY CHEVY-BUICK
5901 SPUR 327
LUBBOCK Texas 79464 4910

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight
Requested 08/08/2012 Taken By C ISAACS
Delivery PER PORRAS_J REQ 38753 PER ITB 12-10601-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2013 Full Size, 4x4, SUV	1.000	32,350.0000	EA	32,350.00	08/08/2012
Spec 1624					
2013 Full Size, 4x4, SUV	1.000	33,065.0000	EA	33,065.00	08/08/2012
Spec 1624					
2013 1/2 Ton Pickup	1.000	22,161.0000	EA	22,161.00	08/08/2012
Spec 1523-P					
2013 1/2 Ton Pickup	1.000	25,024.0000	EA	25,024.00	08/08/2012
Spec 1525					
2013 1/2 Ton Pickup	1.000	27,879.0000	EA	27,879.00	08/08/2012
Spec 1525-PD					
2013 1/2 Ton Pickup	1.000	26,444.0000	EA	26,444.00	08/08/2012
Spec 1525-PTR					
2013 1/2 Ton Pickup	1.000	21,400.0000	EA	21,400.00	08/08/2012
Spec 1526					
2013 3/4 Ton Pickup	1.000	23,040.0000	EA	23,040.00	08/08/2012
Spec 1532					

city of lubbock TEXAS

PURCHASE ORDER

Date - 03/30/2012

Order Number 31009809 000 OP

Branch/Plant 3526

TO: SCOGGIN-DICKEY CHEVY-BUICK
5901 SPUR 327
LUBBOCK Texas 79464 4910

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
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INVOICE TO: CITY OF LUBBOCK
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P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight

Requested 08/08/2012 Taken By C ISAACS

Delivery PER PORRAS_J REQ 38753 PER ITB 12-10601-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2013 3/4 Ton Pickup	1.000	23,040.0000	EA	23,040.00	08/08/2012
Spec 1532					
2013 3/4 Ton Pickup	2.000	22,880.0000	EA	45,760.00	08/08/2012
Spec 1532-WTR					
2013 3/4 Ton Pickup	6.000	22,300.0000	EA	133,800.00	08/08/2012
Spec 1534					
2013 3/4 Ton Pickup	1.000	23,969.0000	EA	23,969.00	08/08/2012
Spec 1535					
2013 3/4 Ton Cab and Chassis	1.000	23,767.0000	EA	23,767.00	08/08/2012
Spec 1536-VC					
2013 3/4 Ton Cab and Chassis	1.000	23,300.0000	EA	23,300.00	08/08/2012
Spec 1536-AP					
2013 3/4 Ton Cab and Chassis	1.000	23,300.0000	EA	23,300.00	08/08/2012
Spec 1536-WTR					
2013 3/4 Ton Cab and Chassis	1.000	20,190.0000	EA	20,190.00	08/08/2012
Spec 1537					

city of lubbock TEXAS

PURCHASE ORDER

Page - 3
Date - 03/30/2012
Order Number 31009809 000 OP
Branch/Plant 3526

TO: SCOGGIN-DICKEY CHEVY-BUICK
5901 SPUR 327
LUBBOCK Texas 79464 4910

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight
Requested 08/08/2012 Taken By C ISAACS
Delivery PER PORRAS_J REQ 38753 PER ITB 12-10601-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2013 1 Ton Cab and Chassis	2.000	27,967.0000	EA	55,934.00	08/08/2012

Spec 1537-WTR

Total Order 584,423.00

Terms NET 30

This purchase order encumbers funds in the amount of $584,423.00, for the purchase of vehicles awarded on April 10, 2012 to Scoggin-Dickey Chevrolet-Buick, of Lubbock, Texas in accordance with Scoggin-Dickey Chevrolet-Buick's response to ITB# 12-10601-CI. The following is incorporated into and made part of this purchase order by reference: Bid Submitted by your firm in response to City of Lubbock ITB# 12-10601-CI.
Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

**********************REVISED**********************

City of Lubbock, Texas
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 12-10601-CI**, 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 **12-10601-CI** 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**	One Set of Mfr's Repair, Parts & Service Manuals
1.	2	Each	Mid-Size, Four-Door, Sport Utility Vehicle, Rear Wheel Drive 4x2 (Spec 1610)	$ No-bid	$		$
	2	Each	Option: Extended Warranty	$	$		
			Make and Model Number: Can't meet spec's				
2.	2	Each	Full-Size, Four-Door, Sport Utility Vehicle, 4x4 (Spec 1624)	$ 32,350	$ 64,700	90-120	$ Included N/C
	2	Each	Option: Dual Position, Mesh Cargo Barrier	$ no bid	$ no bid		
	2	Each	Option: OEM Towing Package	$ 365.50	$ 731.00		
	2	Each	Option: OEM Grille Guard	$ 350.00	$ 700.00		
	2	Each	Option: Extended Warranty	$ 1450	$ 2900.00		
			Make and Model Number: Chevrolet CK10706				
3.	1	Each	Mid-Size Pickup, Extended Cab, 4x2 (Spec 343)	$ No-bid	$		$
			Make and Model Number: order cut-off for 2012 model is 4/14 - would require P.O. by 4/12/2012				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
4.	1	Each	1/2 – Ton Pickup, Extended Cab, Long Bed, 4x2 (Spec 1523-P)	$ 21,250	$ 21,250		$ included
	1	Each	Option: Headache Rack	$ 269.00	$ 269.00		
	1	Each	Option: OEM Towing Package	$ 641.75	$ 641.75		
	1	Each	Option: Extended Warranty	$ 1,355.00	$ 1355.00		
			Make and Model Number: Chevrolet CC 10953				
5.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1525)	$ 23,185	$ 23185		$ included
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1244.00	$ 1244		
	1	Each	Option: OEM Heavy-Duty Towing Package	$ 595.00	$ 545		
			Make and Model Number: Chevrolet CC 10543				
6.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1525-PD)	$ 26,635	$ 26,635		$ included
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1244	$ 1,244		
	1	Each	Option: OEM Heavy-Duty Towing Package	$ included	$ inc		
			Make and Model Number: Chevrolet CC 10543				
7.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x4 (Spec 1525-PTR)	$ 25,200	$ 25,200		$ included
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1244	$		
	1	Each	Option: Extended Warranty	$ 1,830	$		
			Make and Model Number: Chevrolet CK 10543				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
8.	1	Each	1/2 – Ton Pickup, Extended Cab, Short Bed, 4x2 (Spec 1526)	$ 21400	$ 21400	90-120	$ included
	1	Each	Option: Roll-n-Lock Bed Cover	$ 1244	$ 1244		
	1	Each	Option: Extended Warranty	$ 1355.00	$ 1355		
			Make and Model Number: Chevrolet CC 10753				
9.	2	Each	3/4 – Ton Pickup, Regular Cab, Long Bed, 4x4 (Spec 1532)	$ 22880	$ 45,760	90-120	$ included
	2	Each	Option: Bed Width Toolbox with Butterfly Lids	$ 320	$ 640		
	2	Each	Option: Extended Warranty	$ 1830	$ 3,660		
			Make and Model Number: Chevrolet CK20903				
10.	2	Each	3/4 – Ton Pickup, Regular Cab, Regular Bed, 4x4 (Spec 1532-WTR)	$ 22880	$ 45,760	90-120	$ included
	2	Each	Option: Extended Warranty	$ 1830	$ 3,660		
			Make and Model Number: Chevrolet CK 20903				
11.	6	Each	3/4 – Ton Pickup, Extended Cab, Regular Bed, Single Rear Wheel, 4x2 (Spec 1534)	$ 22,300	$ 22300	90-120	$ included
	6	Each	Option: Extended Warranty	$ 1355	$ 8130		
			Make and Model Number: Chevrolet CC 20903				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
12.	1	Each	3/4 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1535)	$ 23,700	$ 23,700	90-120	$ included
	1	Each	Option: Headache Rack	$ 269	$ 269		
	1	Each	Option: Extended Warranty	$ 1,355	$ 1355		
			Make and Model Number: Chevrolet CC 20743				
13.	1	Each	3/4 – Ton Cab and Chassis, Regular Cab, Bed Delete, 4x4 (Spec 1536-VC)	$ 23,300	$ 23,300	90-120	$ included
	1	Each	Option: Brush Guard	$ 467	$ 467		
	1	Each	Option: Extended Warranty	$ 1,830	$ 1,830		
			Make and Model Number: Chevrolet CK 20903				
14.	1	Each	General Purpose Flatbed (Spec NV-41-VC)	$ no-bid	$		$
			Make and Model Number: do not available from G.M.				
15.	1	Each	3/4 - Ton Cab and Chassis, Regular Cab, 4x4 (Spec 1536-AP)	$ 23,300	$ 23,300		$
	1	Each	Option: Brush Guard	$ 467	$ 467		
	1	Each	Option: Extended Warranty	$ 1,830	$ 1,830		
			Make and Model Number: Chevrolet CK 20903				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
16.	1	Each	3/4 - Ton Cab and Chassis, Regular Cab, 4x4 (Spec 1536-WTR)	$ 23,300	$ 23,300	90-120	$ incl.
	1	Each	Option: Extended Warranty	$ 1,830	$ 1,830		
			Make and Model Number: Chevrolet CK 20903				
17.	2	Each	Utility Service Body (Spec NV-41)	$ no bid	$		$
			Make and Model Number: not available from G.M.				
18.	1	Each	3/4 – Ton Cab and Chassis, Regular Cab, 4x2 (Spec 1537)	$ 20,190	$ 20,190	90-120	$ incl.
	1	Each	Option: Extended Warranty	$ 1,355	$ 1355		
			Make and Model Number: Chevrolet CC 20903				
19.	1	Each	Utility Service Body (Spec NV-41-F)	$ no bid	$		$
			Make and Model Number: not available from G.M.				
20.	2	Each	1 – Ton, Bed Delete, Extended Cab, 4x4 (Spec 1537-WTR)	$ 27,500	$ 27,500	90-120	$ incl.
	2	Each	Option: Brush Guard	$ 467	$ 934		
	2	Each	Option: Extended Warranty	$ 1,830	$ 3660		
			Make and Model Number: Chevrolet CK 30953				
21.	2	Each	Utility Service Body with Crane Package (Spec NV-37-WTR)	$ no bid	$		$
			Make and Model Number: not available from G.M.				

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

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

****ARO – After Receipt of Order**

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

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

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

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

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

YES_____ NO ✓_____

- 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 Scoggin-Dickey Chevrolet, Buick corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Scoggin-Dickey Chevrolet

Address: 5901 Spur 327

City: Lubbock State: Texas Zip 79424

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 3/8/12
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		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. P-5126 (Franchised TX dealer)

By _____ Date: 3/20/12
Authorized Representative - must sign by hand

Officer Name and Title: John Zwiacher
Please Print

Business Telephone Number 798-4000 FAX: 798-4090

E-mail Address: Mnorth@scoggindickey.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 $25,000)*: _____ 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
Fleet Services
Bid Tabulation
April 10, 2012

ITB 12-10601-CI
Light Duty Vehicles and SUVs

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	EA	Full-Size, Four-Door, SUV, Spec 1624			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**32,350**	**$ 32,350**
2	1	EA	Full-Size, Four-Door, SUV, Spec 1624			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**33,065**	**33,065**
3	1	EA	1/2-Ton Pickup, Ext Cab, Long Bed, 4x2, Spec 1523-P			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,161**	**22,161**
4	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1525			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**25,024**	**25,024**
5	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1525-PD			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**27,879**	**27,879**
6	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x4, Spec 1525-PTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**26,444**	**26,444**
7	1	EA	1/2-Ton Pickup, Ext Cab, Short Bed, 4x2, Spec 1526			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**21,400**	**21,400**
8	1	EA	3/4-Ton Pickup, Reg Cab, Long Bed, 4x4, Spec 1532			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,040**	**23,040**
9	1	EA	3/4-Ton Pickup, Reg Cab, Long Bed, 4x4, Spec 1532			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,040**	**23,040**
10	2	EA	3/4-Ton Pickup, Reg Cab, Reg Bed, 4x4, Spec 1532-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,880**	**45,760**
11	6	EA	3/4-Ton Pickup, Ext Cab, Reg Bed, Single Rear Wheel, 4x2, Spec 1534			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,300**	**133,800**
12	1	EA	3/4-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1535			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,969**	**23,969**
13	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-VC			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,767**	**23,767**
14	1	EA	General Purpose Flatbed, Spec NV-41-VC			
			Forman's Pickup Pals	**Lubbock, TX**	**2,128**	**2,128**
15	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-AP			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,300**	**23,300**
16	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,300**	**23,300**

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 10, 2012

ITB 12-10601-CI
Light Duty Vehicles and SUVs

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
17	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x2, Spec 1537			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**20,190**	**20,190**
18	2	EA	3/4-Ton, Bed Delete, Ext Cab, 4x4, Spec 1537-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**27,967**	**55,934**
19	2	EA	Utility Service Body with Crane Package, Spec NV-37-WTR			
			Forman's Pickup Pals	**Lubbock, TX**	**16,959**	**33,918**
			Overall Total			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**		**$ 584,423**
			Forman's Pickup Pals	**Lubbock, TX**		**36,046**



Item 1 and 2: Spec 1624 - Full-Sized, 4X4, SUV



Item 3: Spec 1523-P - ½ Ton Pickup Extended Cab, Long Bed 4X2



Item 4: Spec 1525 - ½ Ton pickup, Crew Cab, Short bed, 4X2



Item 5: Spec 1525-PD - ½ Ton pickup, Crew Cab, Short bed, 4X2



Item 6: Spec 1525-PTR - ½ Ton Pickup, Crew Cab, Short Bed, 4X4



Item 7: Spec 1526 - ½ Ton Pickup, Extended Cab, Short Bed, 4x2



Item 8 and 9: Spec1532 - Two ¾ Ton Pickups, Regular Cab, Long Bed, 4x4



Item 10: Spec 1532-WTR - Two ¾ Ton Pickups, Regular Cab, Regular Bed, 4x4



Item 11: Spec 1534- Six ¾ Ton Pickups, Extended Cab, Regular Cab, Regular Bed, Single Rear Wheel



Item 12: Spec 1535- One ¾ Ton Pickup, Crew Cab, Short Bed, 4x2



Item 13: Spec 1536-VC - One ¾ Ton Cab and Chassis, Regular Cab, Bed Delete, 4x4



Item 14: Spec NV-41-VC: One General Purpose Flatbed to be installed on item 13.



Item 15: Spec 1536-AP- One ¾ Ton Cab and Chassis, Regular Cab, 4x4

Item 16: Spec 1536-WTR- One ¾ Ton Cab and Chassis, Regular Cab, 4x4



Item 17: Spec 1537- One ¾ Ton Cab and Chassis, Regular Cab, 4x2



ITEM 18: Spec 1537-WTR – ¾ Ton Bed Delete, Extended Cab, 4x4



ITEM 19: Spec NV-37-WTR Utility service body with crane package

Regular City Council Meeting **5. 18.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 31009815 with Forman's Pick Up Pals for light duty vehicles, BID 12-10601-CI.

Item Summary

The purchase order contract is for the following items.

The item numbers correspond to those shown on the provided bid tabulation.

Item 14: One general purpose flatbed to be placed on a 3/4 ton, regular cab, bed deleted, pickup for Vector Control. The general purpose flatbed placed on a 3/4 ton pickup will be used by Vector Control to apply chemicals to treat the mosquito population. The truck carries a turbo sprayer for the application of a larvicide chemical on playa lakes and other standing water.

Item 19: Two service bodies with cranes to be placed on a 3/4 ton, extended cab, bed deleted 4x4 pickup for Water Pumping and Control and Water Reservoir. One service body with crane will be placed on a vehicle for Water Pumping and Control and will be used to perform mechanical repairs on pumps, motors, and valves at water facilities throughout the Lubbock, Bailey County, and Lake Alan Henry pump stations.

The second service body with crane will be placed on a vehicle for Water Reservoir and will be used to perform mechanical repairs on pumps, motors, and valves at water facilities throughout the Lubbock, Bailey County Well Field System, and Lake Alan System when completed. The vehicle will be used to respond to calls after hours and during emergencies associated with the public drinking water system.

A bid tabulation is provided.

Staff recommends bid award for Items 14 and 19 to Forman's Pick Up Pals of Lubbock, Texas, for $36,046.

Fiscal Impact

The vehicles are approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Formans Pickup Pals

Light Duty Vehicles

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. 31009815 for the purchase of light duty vehicles and SUVs as per ITB 12-10601-CI, by and between the City of Lubbock and Forman's Pick Up Pals, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Forman's Pick Up Pals-PurchaseOrd
March 27, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/27/2012
Order Number 31009815 000 OP
Branch/Plant 3526

TO: FORMANS PICK UP PALS INC
6810 WAYBE AVENUE
LUBBOCK Texas 79424

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight
Requested 09/19/2012 Taken By C ISAACS
Delivery PER PORRAS_J REQ 38753 PER ITB 12-10601-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
General Purpose Flatbed	1.000	2,128.2100	EA	2,128.21	09/19/2012
Spec NV-41-VC					
Utility Service Body w/Crane	2.000	16,958.9700	EA	33,917.94	10/10/2012
Spec NV-37-WTR					
				Total Order	
Terms NET DUE ON RECEIPT				36,046.15	

This purchase order encumbers funds in the amount of $36,046.15, for the purchase of vehicles awarded on April 10, 2012 to Forman's Pick Up Pals, Incorporated, of Lubbock, Texas in accordance with Forman's Pick Up Pals response to ITB# 12-10601-CI. The following is incorporated into and made part of this purchase order by reference: Bid Submitted by your firm in response to City of Lubbock ITB# 12-10601-CI.
Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

City of Lubbock, Texas
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 12-10601-CI**, 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 **12-10601-CI** 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**	One Set of Mfr's Repair, Parts & Service Manuals
1.	2	Each	Mid-Size, Four-Door, Sport Utility Vehicle, Rear Wheel Drive 4x2 (Spec 1610)	$ NO BID	$		$
	2	Each	Option: Extended Warranty	$ —	$		
			Make and Model Number: —				
2.	2	Each	Full-Size, Four-Door, Sport Utility Vehicle, 4x4 (Spec 1624)	$ No Bid	$		$
	2	Each	Option: Dual Position, Mesh Cargo Barrier	$ No Bid	$		
	2	Each	Option: OEM Towing Package	$ —	$		
	2	Each	Option: OEM Grille Guard	$ 466.89 ①	$ 933.78		
	2	Each	Option: Extended Warranty	$ —	$		
			Make and Model Number: —				
3.	1	Each	Mid-Size Pickup, Extended Cab, 4x2 (Spec 343)	$ NO BID	$		$
			Make and Model Number:				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
4.	1	Each	1/2 – Ton Pickup, Extended Cab, Long Bed, 4x2 (Spec 1523-P)	$ No Bid	$		$
	1	Each	Option: Headache Rack	$ 268.45	$ 268.45		
	1	Each	Option: OEM Towing Package	$ —	$		
	1	Each	Option: Extended Warranty	$ —	$		
			Make and Model Number: —				
5.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1525)	$ No Bid	$		$
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1178.75	$ 1178.75		
	1	Each	Option: OEM Heavy-Duty Towing Package	$ —	$		
			Make and Model Number: —				
6.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1525-PD)	$ No Bid	$		$
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1178.75	$ 1178.75		
	1	Each	Option: OEM Heavy-Duty Towing Package	$ —	$		
			Make and Model Number: —				
7.	1	Each	1/2 – Ton Pickup, Crew Cab, Short Bed, 4x4 (Spec 1525-PTR)	$ No Bid	$		$
	1	Each	Option: Aluminum, Lockable, Retractable Bid Cover	$ 1178.75	$ 1178.75		
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
8.	1	Each	1/2 – Ton Pickup, Extended Cab, Short Bed, 4x2 (Spec 1526)	$ No Bid	$		$
	1	Each	Option: Roll-n-Lock Bed Cover	$ 1178.75 (2)	$ 1178.75		
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
9.	2	Each	3/4 – Ton Pickup, Regular Cab, Long Bed, 4x4 (Spec 1532)	$ No Bid	$		$
	2	Each	Option: Bed Width Toolbox with Butterfly Lids TRADESMAN TP ST4 581	$ 319.75	$ 639.50		
	2	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
10.	2	Each	3/4 – Ton Pickup, Regular Cab, Regular Bed, 4x4 (Spec 1532-WTR)	$ No Bid	$		$
	2	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
11.	6	Each	3/4 – Ton Pickup, Extended Cab, Regular Bed, Single Rear Wheel, 4x2 (Spec 1534)	$ No Bid	$		$
	6	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
12.	1	Each	3/4 – Ton Pickup, Crew Cab, Short Bed, 4x2 (Spec 1535)	$ No Bid	$		$
	1	Each	Option: Headache Rack	$ 268.45	$ 268.45		
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
13.	1	Each	3/4 – Ton Cab and Chassis, Regular Cab, Bed Delete, 4x4 (Spec 1536-VC)	$ No Bid	$		$
	1	Each	Option: Brush Guard	$ 466.89 ①	$ 466.89		
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
14.	1	Each	General Purpose Flatbed (Spec NV-41-VC)	$ 2128.21	$ 2128.21		$
			Make and Model Number: PUP BRAND - MADE BY Pick Up Pals - Custom -				
15.	1	Each	3/4 - Ton Cab and Chassis, Regular Cab, 4x4 (Spec 1536-AP)	$ No Bid	$		$
	1	Each	Option: Brush Guard	$ 466.89	$ 466.89		
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
16.	1	Each	3/4 - Ton Cab and Chassis, Regular Cab, 4x4 (Spec 1536-WTR)	$ NO BID	$		$
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
17.	1	Each	Utility Service Body (Spec NV-41)	$ 7171.79	$ 7171.79	IN STOCK TO 6 WEEKS	$
			Make and Model Number: Knapheide 696 LPT w/ options spec'd				
18.	1	Each	3/4 – Ton Cab and Chassis, Regular Cab, 4x2 (Spec 1537)	$ NO BID	$		$
	1	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
19.	1	Each	Utility Service Body (Spec NV-41-F)	$ 7171.79	$ 7171.79	IN STOCK TO 6 WEEKS	$
			Make and Model Number: Knapheide 696 LPT w/ options spec'd				
20.	2	Each	3/4 – Ton, Bed Delete, Extended Cab, 4x4 (Spec 1537-WTR)	$ NO BID	$		$
	2	Each	Option: Brush Guard	$ 466.89	$ 466.89		
	2	Each	Option: Extended Warranty	$ —	$ —		
			Make and Model Number: —				
21.	2	Each	Utility Service Body with Crane Package (Spec NV-37-WTR)	$ 16,958.97	$ 33,917.94	IN STOCK TO 8 WEEKS	$ NO CHANGE
			Make and Model Number: Knapheide 696LPT-CRANE w/ IDEAL LIB 3200XTW w/ MANUAL 11' BOOM #				

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

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

UPGRADE TO 14' POWER BOOM EXTENSION FOR $1325.00

① ALL GRILLE GUARDS - RANCHHAND BRAND

② ROLL AND LOCK BRAND

****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.

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 Pick Up Pals Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Pick Up Pals Inc dba Forman's Pick Up Pals

Address: 6810 Wayne Ave

City: Lubbock State: Texas Zip 79424

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date March 8th
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		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_____ Date:_____
Authorized Representative - must sign by hand

Officer Name and Title:_____
Please Print

Business Telephone Number_____ FAX:_____

E-mail Address:_____

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ 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
Fleet Services
Bid Tabulation
April 10, 2012

ITB 12-10601-CI
Light Duty Vehicles and SUVs

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	EA	Full-Size, Four-Door, SUV, Spec 1624			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**32,350**	**$ 32,350**
2	1	EA	Full-Size, Four-Door, SUV, Spec 1624			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**33,065**	**33,065**
3	1	EA	1/2-Ton Pickup, Ext Cab, Long Bed, 4x2, Spec 1523-P			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,161**	**22,161**
4	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1525			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**25,024**	**25,024**
5	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1525-PD			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**27,879**	**27,879**
6	1	EA	1/2-Ton Pickup, Crew Cab, Short Bed, 4x4, Spec 1525-PTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**26,444**	**26,444**
7	1	EA	1/2-Ton Pickup, Ext Cab, Short Bed, 4x2, Spec 1526			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**21,400**	**21,400**
8	1	EA	3/4-Ton Pickup, Reg Cab, Long Bed, 4x4, Spec 1532			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,040**	**23,040**
9	1	EA	3/4-Ton Pickup, Reg Cab, Long Bed, 4x4, Spec 1532			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,040**	**23,040**
10	2	EA	3/4-Ton Pickup, Reg Cab, Reg Bed, 4x4, Spec 1532-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,880**	**45,760**
11	6	EA	3/4-Ton Pickup, Ext Cab, Reg Bed, Single Rear Wheel, 4x2, Spec 1534			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**22,300**	**133,800**
12	1	EA	3/4-Ton Pickup, Crew Cab, Short Bed, 4x2, Spec 1535			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,969**	**23,969**
13	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-VC			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,767**	**23,767**
14	1	EA	General Purpose Flatbed, Spec NV-41-VC			
			Forman's Pickup Pals	**Lubbock, TX**	**2,128**	**2,128**
15	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-AP			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,300**	**23,300**
16	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x4, Spec 1536-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,300**	**23,300**

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 10, 2012

ITB 12-10601-CI
Light Duty Vehicles and SUVs

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
17	1	EA	3/4-Ton Cab and Chassis, Reg Cab, Bed Delete, 4x2, Spec 1537			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**20,190**	**20,190**
18	2	EA	3/4-Ton, Bed Delete, Ext Cab, 4x4, Spec 1537-WTR			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**27,967**	**55,934**
19	2	EA	Utility Service Body with Crane Package, Spec NV-37-WTR			
			Forman's Pickup Pals	**Lubbock, TX**	**16,959**	**33,918**
			Overall Total			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**		**$ 584,423**
			Forman's Pickup Pals	**Lubbock, TX**		**36,046**



Item 1 and 2: Spec 1624 - Full-Sized, 4X4, SUV



Item 3: Spec 1523-P - ½ Ton Pickup Extended Cab, Long Bed 4X2



Item 4: Spec 1525 - ½ Ton pickup, Crew Cab, Short bed, 4X2



Item 5: Spec 1525-PD - ½ Ton pickup, Crew Cab, Short bed, 4X2



Item 6: Spec 1525-PTR - ½ Ton Pickup, Crew Cab, Short Bed, 4X4



Item 7: Spec 1526 - ½ Ton Pickup, Extended Cab, Short Bed, 4x2



Item 8 and 9: Spec1532 - Two ¾ Ton Pickups, Regular Cab, Long Bed, 4x4



Item 10: Spec 1532-WTR - Two ¾ Ton Pickups, Regular Cab, Regular Bed, 4x4



Item 11: Spec 1534- Six ¾ Ton Pickups, Extended Cab, Regular Cab, Regular Bed, Single Rear Wheel



Item 12: Spec 1535- One ¾ Ton Pickup, Crew Cab, Short Bed, 4x2



Item 13: Spec 1536-VC - One ¾ Ton Cab and Chassis, Regular Cab, Bed Delete, 4x4



Item 14: Spec NV-41-VC: One General Purpose Flatbed to be installed on item 13.



Item 15: Spec 1536-AP- One ¾ Ton Cab and Chassis, Regular Cab, 4x4

Item 16: Spec 1536-WTR- One ¾ Ton Cab and Chassis, Regular Cab, 4x4



Item 17: Spec 1537- One ¾ Ton Cab and Chassis, Regular Cab, 4x2



ITEM 18: Spec 1537-WTR – ¾ Ton Bed Delete, Extended Cab, 4x4



ITEM 19: Spec NV-37-WTR Utility service body with crane package

Regular City Council Meeting **5. 19.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Geographic Information System: Consider a resolution authorizing the Mayor to execute purchase order Contract 10005219 with Computer & Peripherals Group, Inc., d/b/a Source Graphics, for a wide format copier/scanner, RFP 12-10496-DT.

Item Summary

High resolution digital scanning of large format plans, maps and photos is an integral part of document backup and preservation in City departments and a means for distribution of information to the public on the City's website. Copies of documents are used by City employees for projects and meetings. Record sets of documentation for construction projects are preserved in this manner.

The current scanner/copier system was purchased in November 2002 and is centrally located on the first floor of City Hall in the Engineering Map Vault. The current system has outlived its technological life expectancy and is producing poor quality scan and prints even though it has had regular cleaning and maintenance.

The contract replaces the current Xerox Synergix 8825 scanner/copier system. Xerox has withdrawn from the wide-format market, so it was not possible to upgrade the current machine. Evaluation criteria published in the Requst for Proposals (RFP) include: cost, 30%; equipment performance and features, 25%; support services and maintenance agreement, 20%; references, 15%; and trade-in allowance.

Proposals were received from the following companies and are ranked as follows:

Computer & Peripherals Group d/b/a Source Graphics of Anaheim, CA	89.31
Kip America of Novi, MI	79.38
Konica Minolta Business Solutions of Lubbock, TX	77.63
Metro Repro of Dallas, TX	76.25
Data-Line Office Systems of Lubbock, TX	71.00
CAD Supplies Specialty of Austin, TX	63.75
CAD & Graphic Supply of Carrollton, TX	60.38

The machine proposed by Source Graphics is the only one that meets all requirements of the RFP; the committee evaluated each proposal on its merits. The wide format KIP 7700 copier with the KIP 2300 scanner combination provides high resolution scanning, including the ability to scan documents up to 0.6 inches thick, and extremely high speed printing (65 D-size sheets per hour). The duty cycle (the amount of time in a given period that an electrical device can perform work without overheating) for this machine is four times that of any other machine proposed. The moving parts of the machine are warranted much longer than those of the other proposals.

The proposal includes local service provider, The Reproduction Company. The 5-year maintenance agreement of $1,500 for the first year (included in this proposal price) increasing to $1,735 in the final year is less than the current $2,400 maintenance contract currently budgeted for the Xerox system. The vendor and the local service provider have outstanding professional references.

Staff recommends contract award to Source Graphics of Anaheim, California, with The Reproduction Company of Lubbock, Texas, as the service provider, for $31,362.

Fiscal Impact

$800,000 is appropriated in Capital Improvement Project No. 8551, GIS Digital Orthos and Contours, with $31,362 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

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Attachments

Resolution & Contract - GIS Scanner Printer

Budget Detail - CIP 8551

CIP Detail - 8551

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. 10005219 for the purchase of a wide format scanner/copier as per RFP 12-10496-DT, by and between the City of Lubbock and Computer & Peripherals Group Inc. d/b/a Source Graphics of Anaheim, California, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Source Graphics-PurchaseOrd
March 27, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 03/27/2012
Order Number 10005219 000 OP
Branch/Plant 3511

TO:
COMPUTER & PERIPHERALS GROUP, INC
DBA SOURCE GRAPHICS
1530 N. HARMONY CIRCLE
ANAHEIM California 92807

SHIP TO:
CITY OF LUBBOCK
MUNICIPAL BUILDING
1635 13TH STREET/ROOM 107
ATTN: SUSAN NAGIHARA
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2012 Freight
Requested 03/27/2012 Taken By D.TORRES
Delivery PER S.NAGIHARA/BAFO RFP 12-10496-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
KIP 7700 WIDE FORMAT SCANNER/	1.000	31,361.7000	EA	31,361.70	03/27/2012
COPIER					

Total Order

Terms NET 30 31,361.70

COMMERCIAL GENERAL LIABILITY – PER OCCURRENCE - $500,000: Combined single limit on an occurrence basis to include product and completed operations and to name the City of Lubbock as an additional insured on a primary and non-contributory basis.
AUTOMOBILE LIABILITY – $500,000: Combined single limit for any auto.
WORKERS COMPENSATION – with Employer's Liability of $500,000 and with a waiver of subrogation in favor of the City of Lubbock.

This purchase order encumbers funds in the amount of $31,361.70 awarded to Computer & Peripherals Group, Inc. dba Source Graphics of Anaheim, CA on April 10, 2012. The following is incorporated into and made part of this purchase order by reference: Best and Final Price Quotation dated March 5, 2012 from the Computer & Peripherals Group, Inc. dba Source Graphics of Anaheim, CA. Resolution#_____.

CITY OF LUBBOCK

_____
Tom Martin, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

City of Lubbock, TX
High Technology RFP 12-10496-DT
Wide Format Scanner/Copier

BEST AND FINAL OFFER March 05, 2012
PROPOSAL PRICE SHEET
FORM A

Proposer's Name: **Computer & Peripherals Group, Inc**. dba **Source Graphics**

1. Make and model: KIP 7700 2 roll printer with KIP 2300 color scanner

2. Wide format scanner/copier cost	**$27,239.68**
Freight charges, if any	**$1,210.00**
Installation and setup charges, if any	**$995.00**
Training charges, if any	**Included in Setup**
Trade-in allowance, if any	**-$2,500.00**
Optional Features:	
Color Copy and print directly to an inkjet plotter	**$748.00**
PDF Print & Scan	**$735.00**
High Capacity Print Tray, Part: EQAC055	**$995.00**
Annual maintenance agreement	**$1,500.00**

Annual maintenance agreement with 3,000 square feet monthly print allowance. Meter charges of $0.025 per square foot in excess of monthly print allowance will be invoiced in arrears each month. Agreement covers parts, labor, travel and software updates. On site response time to service requests is within two business days.

Additional years of service will be available on a "paid annually" basis with a 3.7% increase each year:
Second year - $1,555.50
Third year - $1,613.05
Fourth year - $1,672.73
Fifth year - $1,734.62

List any additional costs:

Startup Toner & 2 rolls 36"x500' 20# bond paper	**$439.02**

OVERALL TOTAL $31,361.70

Date: **March 01, 2012** Delivery (weeks) **Two weeks or less**

Prepared by: **Kevin McMurtry** Title: **Sales Representative**

Name of Local Service Provider: **The Reproduction Company – Lubbock, TX**

City of Lubbock, TX
Capital Project
Project Cost Detail
April 10, 2012

Capital Project Number	8551
Capital Project Name	GIS Digital Orthophotos and Contours

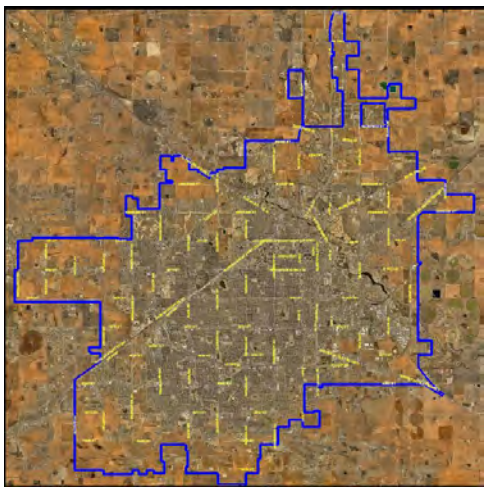
		Budget
Encumbered/Expended		
Admin Cost	$	835
Sanborn Contract		557,105
Agenda Item April 10, 2012		
Source Graphics		31,362
Encumbered/Expended To Date		589,302
Estimated Costs for Remaining Appropriation		
Uncommitted		210,698
Remaining Appropriation		210,698
Total Appropriation *	$	800,000

Managing Department **Planning**

Project Manager **Sally Abbe**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

This project will result in two-pixel resolution, four-band digital color, and color infrared orthophotography for approximately 350 square miles (city limits plus stormwater drainage areas and the Metropolitan Planning Organization area). A wide range of Geographic Information System (GIS) data will be collected for 200 square miles, including one-foot contours, a digital terrain model, and planimetric data (hydrography, curbline, parking, manholes, fire hydrants, street lights, railroads, sidewalks, and other natural and manmade features to be selected at time of contract). This request includes everything needed for the project, including surveying and ground control and a network server.

Project Justification

The City historically acquires new aerial photography (now digital orthophotography) every five years. This request will provide color and color infrared orthophotography for Lubbock and surrounding areas of interest. It also includes acquiring a wide range of GIS data compiled from the photography that will be used by multiple departments, other agencies, and citizens. A wide variety of data can be collected by this process in a fairly short time, and the data will be spatially aligned with the photos and contours. This information will be an asset to Lubbock GIS users.

Project History

Original funding of $610,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Additional funding of $81,308 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O0105, November 19, 2009.
Reduced funding by $141,308 due to expenses funded by the MPO totaling $141,308.
Additional funding of $250,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Project Amount
Other Activities	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	800,000	0	0	0	0	0	0	800,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total Funding
Transfer from Stormwater Utility Fund	500,000	0	0	0	0	0	0	500,000
Transfer from Water Utility Fund	300,000	0	0	0	0	0	0	300,000
Total Funding Sources	800,000	0	0	0	0	0	0	800,000

Regular City Council Meeting **5. 20.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2012-O0023 Zone Case 3159 (2001 60th Street): Consider request of Cori Davis (for Across the Street Ministries) for a zoning change from R-1 (Single-Family District) to A-2 (High-Density Apartment District) limited to church and church related uses on Lot 1, Block 5, Vandelia Village Addition.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a residential structure from R-1 to A-2 limited to a church and church related uses.

Proposed Land Use:
Across the Street Ministries proposes a community development center to be affiliated with Vandelia Church of Christ, located adjacent to the property, and other city churches. A-2 is the minimum district that allows a community center or any church related activity.

Adjacent Land Uses:
North - Residential, Zoned for a church, school, and residential
South - Residential, Zoned R-1
East - Residential, Zoned R-1
West - Residential, Zoned R-1

Planning and Zoning (P&Z) Commission Public Hearing Notes:
Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):
A-2 is customarily used as a buffer between commercial and residential zones. In this case, the proposed A-2 is an extension of an existing church use across the street and will not cause a problem to the adjacent R-1. The change from R-1 to A-2 is a minor change to the CLUP, but should be positive for the area and the surrounding community.

P&Z Commission Recommendation:
The P&Z Commission recommends approval of the case with the following two conditions:

1. A-2 Limited to Church and Church related uses.
2. A letter submitted with the zone case file allowing parking at Vandelia Church of Christ located at 2002 60th Street.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3159

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. 3159;** A ZONING CHANGE FROM **R-1** TO **A-2** ZONING DISTRICT LIMITED TO **CHURCH AND CHURCH RELATED USES**, ON **LOT 1, BLOCK 5, VANDELIA VILLAGE ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully 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. 3159

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **A-2** zoning district **limited to church and church related uses** on **Lot 1, Block 5, Vandelia Village Addition,** City of Lubbock, Lubbock County, Texas, located at **2001 60th Street** subject to conditions:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change, A-2, be limited to church and church related uses.**

2. **THAT a letter be submitted to the zone case file allowing parking at the Vandelia Church of Christ located at 2002 60th Street.**

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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

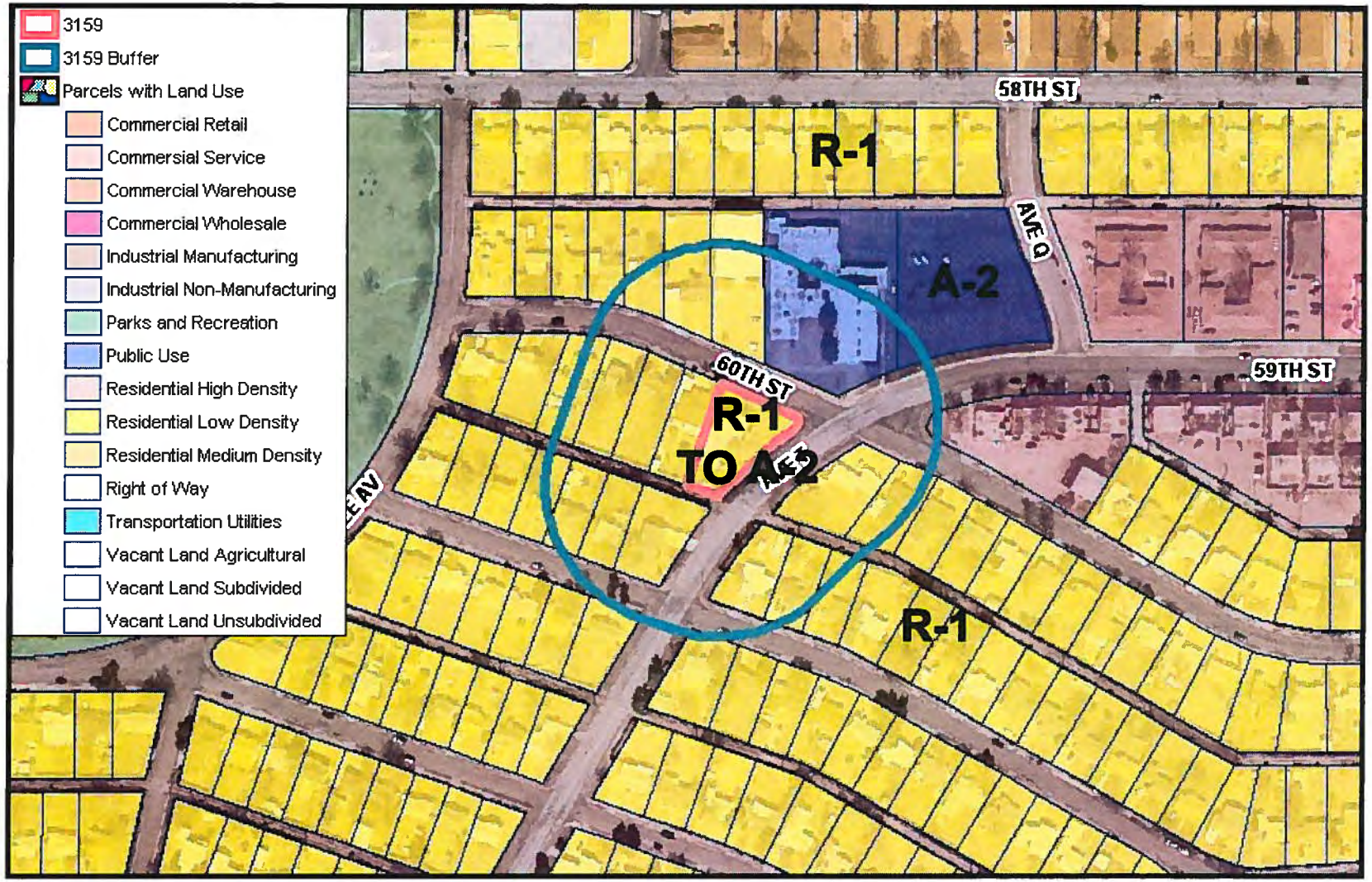
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

APPROVED AS TO FORM:

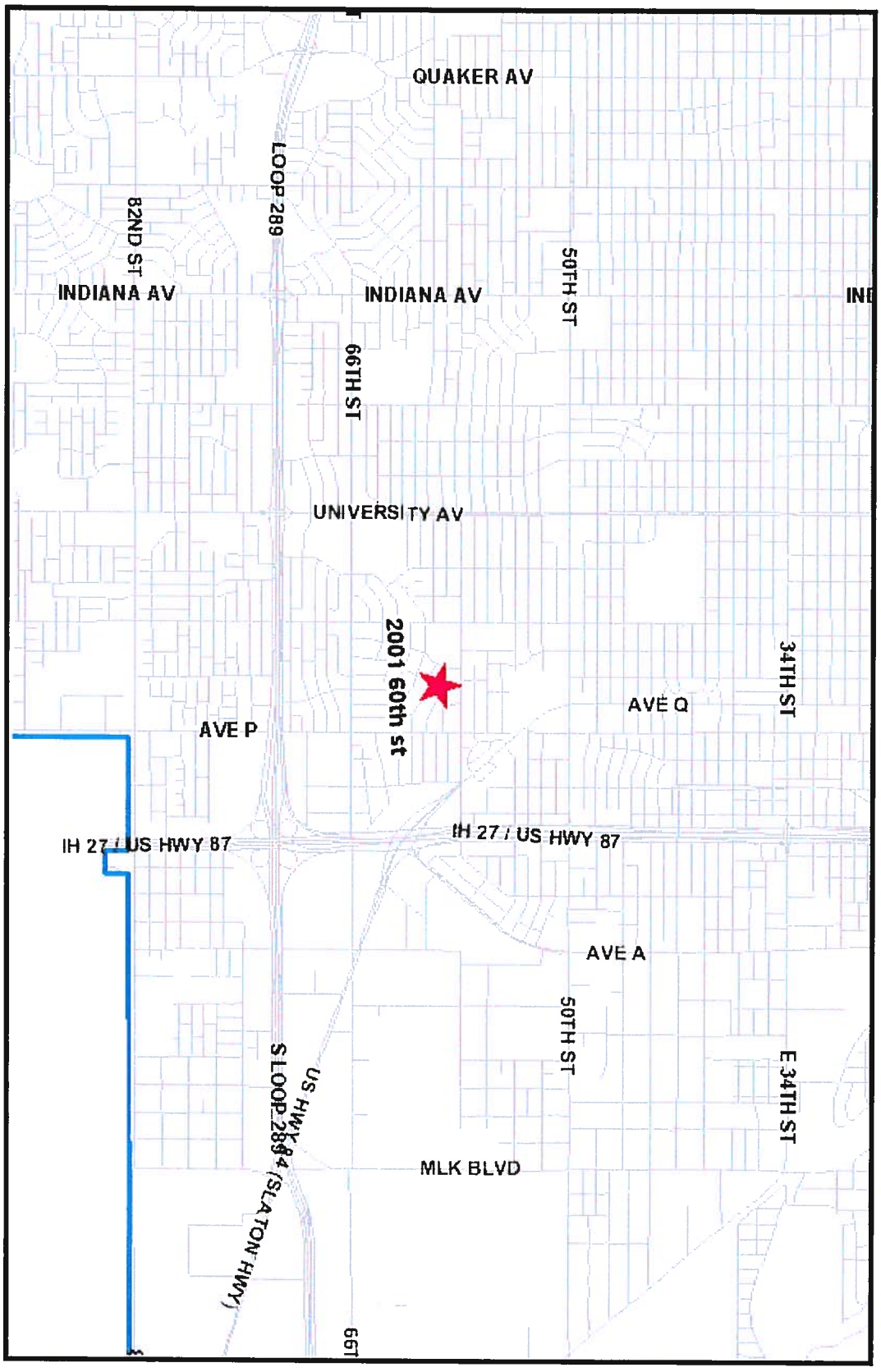
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3159
March 1, 2012



P.Z.C. Case 3159

Continued request of Cori Davis (for Across the Street Ministries) for a zoning change from R-1 to A-2 limited to church and church related uses


QUAKER AV
LOOP 289
82ND ST
INDIANA AV
INDIANA AV
50TH ST
66TH ST
UNIVERSITY AV
2001 60th st
34TH ST
AVE Q
AVE P
IH 27 / US HWY 87
IH 27 / US HWY 87
AVE A
50TH ST
E 34TH ST
S LOOP 289
US HWY 84 (SLATON HWY)
MLK BLVD
66T

Planning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Across The Street Ministries **For** Cori Davis

2001 60th St.
Street/Post Office Box

Lubbock Tx. 79412
City State Zip

(806) 336-2224
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 2001 60th St., Lubbock, Tx. 79412

Legal Description:* Vandelia Village Blk 5 L 1

Existing Land Use: Residential **Existing Zoning:** Residential

Acreage or Square Footage of Property: 2,474 sq. ft. Improved Property

Zoning Requested: Commercial A2 Specific Use
Business/Office → AN

Proposed Development: Community Development Center focused on Vandelia Village neighborhood.

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

Applicant's Signature **Date** 6/30/11

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

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

Receipt 23177 Cash

For City Use Only

PIN: 64738 Map 6

Zone Case No.: 3159 **Agenda No.:** 2

Request for zoning change from: R-1 **To:** A-2 SP. Use

on Lot(s): 1 **Block(s):** 5

Subdivision: Vandelia Village **Address:** 2001 60th



ACROSS THE STREET ministries

Zoning/Planning Department
City of Lubbock
c/o Randy Henson
1625 13th Street
Room 107
Lubbock, Texas 79401

January 5th, 2012

Re: Zoning Change request for 2001 60th Street

Dear Randy,

We want to thank you for the patience and knowledge your office has offered us as we pursue a zone change for our future property. As we continue to experience delays in the purchase of 2001 60th Street, we are requesting another extension.

We have a 30 day window and then the purchase of the home should be complete within the first 2 weeks of February. If this time line does not work out, we will no longer pursue the purchase or the zone change. Our office will forward any developments on the matter to your team as they arise.

Please feel free to contact me if you have any questions or concerns regarding this matter. Again, thank you so much for your assistance.

Have a wonderful day!

Sincerely,

Cori Davis
Across the Street Ministries
806.336.2224 - Cell Phone
cdavis@vandelia.org

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.: 3159**

In Favor of

Opposed ✓

Reasons and/or Comments: I have filled out 6 letters again this Since You are not Sure about this, I will fill out the Seventh as opposed

RECEIVED
FEB 17 2012
PLANNING DEPARTMENT

Print Name Chester Campbell

Signature: Chester Campbell

Address:

Address of Property Owned:

6 of 22

Zone Case Number: 3159 64678
CAMPBELL CHESTER &
RANDY & SCOTT CAMPBELL
PO BOX 3927

LUBBOCK TX 79452-3927

City of Lubbock, TX
Planning Department
Zoning Board of Adjustment
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 Zoning Board of Adjustment, 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 variance/special exception requested by: Z.B.A. Case No.: 3159

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN 24 2012
PLANNING DEPARTMENT

Print Name Luis Garcia

Signature: Luis Garcia

Address: 5417 - 16TH PL

Address of Property Owned: 2003 - 60TH ST

9 of 22

Z.B.A. Case Number **3159** 64739
GARCIA, LUIS
5417 16TH PL

LUBBOCK TX 79416-5503

City of Lubbock, TX
Planning Department
Zoning Board of Adjustment
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the variance/special exception requested by: Z.B.A. Case No.: *3159*

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN 23 2012
PLANNING DEPARTMENT

Print Name Frances M. Privett

Signature: Frances M. Privett

Address: 4601-71st Street Apt. 207 Lubbock TX 79424-2219

Address of Property Owned: 1921-60th St. Lubbock TX 79412-3501

16 of 22

Z.B.A. Case Number **3159** 64718
PRIVETT, FRANCES
4601 71ST ST
APT 207

LUBBOCK TX 79424-2219

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

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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.: 3159**

In Favor of ✓

Opposed ___

RECEIVED
DEC 28 2011
PLANNING DEPARTMENT

Reasons and/or Comments:

5th Time for Last Notice ?

Print Name Chester Campbell

Signature: Chester Campbell

Address: Box 3927 Lubbock, Texas 79452

Address of Property Owned: Terrace Apts.

6 of 22

Zone Case Number: **3159** 64678
CAMPBELL CHESTER &
RANDY & SCOTT CAMPBELL
PO BOX 3927

LUBBOCK TX 79452-3927

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

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In Favor of ✓

Opposed ____

Reasons and/or Comments:

We believe the adding of this Business will be a good investment for the Community.

I thanks W. M.

RECEIVED
NOV 2 2011
PLANNING DEPARTMENT

Print Name MARTIN William D. & MONA

Signature: William D. Martin

Address: 1926-61ST. LUB. TX. 79412

Address of Property Owned: SAME

Zone Case Number: **3159** 64719
MARTIN WILLIAM D & MONA
1926 61ST ST

LUBBOCK TX 79412-3528

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

1

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In Favor of ✓

Opposed ____

RECEIVED
OCT - 3 2011
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name FRANCES M. PRIVETT

Signature: Frances M. Privett

Address: 4601-71ST ST., Lubbock TX 79424-2219

Address of Property Owned: 1921-60th St. Lubbock TX 79412-3501

8 of 22

Zone Case Number: **3159** 64718
PRIVETT, FRANCES
4601 71ST ST
APT 207

LUBBOCK TX 79424 please add these 4 digits to my zip code -2219

374

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

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RECEIVED
OCT 24 2011
PLANNING DEPARTMENT

In Favor of ✓

Opposed ___

Reasons and/or Comments:

This the 3rd (only) notice I will receive on this matter. Carry on please

Print Name Chester Campbell

Signature: Chester Campbell

Address: Box 3927

Address of Property Owned: Terrace Apts (59th & Ave P)

6 of 22

Zone Case Number: **3159** 64678
CAMPBELL CHESTER &
RANDY & SCOTT CAMPBELL
PO BOX 3927

LUBBOCK TX 79452-3927

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

1

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In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT - 6 2011
PLANNING DEPARTMENT

Print Name Luis Garcia

Signature: Luis Garcia

Address: 5417 - 16th PL

Address of Property Owned: 2003 - 60th ST

13 of 22

Zone Case Number: **3159** 64739
GARCIA, LUIS
5417 16TH PL

LUBBOCK TX 79416-5503

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

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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.: 3159**

In Favor of ✓

Opposed ____

RECEIVED
OCT 26 2011
PLANNING DEPARTMENT

Reasons and/or Comments:

I Believe this will be good for the neighborhood, it will PICK UP stability which we need for sure

WMD

Print Name WILLIAM D. MARTIN

Signature: William D. Martin

Address: 1926-61 Lubbock TX

Address of Property Owned: SAME

Zone Case Number: **3159** 64719
MARTIN WILLIAM D & MONA
1926 61ST ST

LUBBOCK TX 79412-3528

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

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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.: 3159**

In Favor of ✓

Opposed ____

RECEIVED
SEP 27 2011
PLANNING DEPARTMENT

Reasons and/or Comments:

I Believe this will be good for the neighborhood & General area.

W.D. Martin

Print Name WILLIAM D. MARTIN + MONA

Signature: William D. Martin

Address: 1926-61

Address of Property Owned: 1926-61

Zone Case Number: **3159** 64719
MARTIN WILLIAM D & MONA
1926 61ST ST

LUBBOCK TX 79412-3528

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

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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.: 3159**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 19 2011
PLANNING DEPARTMENT

Print Name FRANCES M. PRIVETT

Signature: Frances M. Privett

Address: 4601-71st St, Apt 207, Lubbock, TX

Address of Property Owned: 1921-60th St. Lubbock TX, 79412-3501

8 of 22

Zone Case Number: **3159** 64718
PRIVETT, FRANCES
4601 71ST ST
APT 207

LUBBOCK TX ~~79424~~ 79424-2219

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

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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.: 3159**

In Favor of ✓

Opposed ____

RECEIVED
AUG 24 2011
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name WILLIAM D. & MONA MARTIN

Signature: William D. Marta. Mona Martin

Address: 1926-61 Lub. Tx. 79412

Address of Property Owned: 1926-61 — 1920-61

9 of 22

Zone Case Number: **3159** 64719
MARTIN WILLIAM D & MONA
1926 61ST ST

LUBBOCK TX 79412-3528

380

2.

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

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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.: 3159**

RECEIVED
AUG - 3 2011
PLANNING DEPARTMENT

In Favor of ✓

Opposed ___

Reasons and/or Comments: The property at 2001 [redacted] 60th St. is an eyesore, it previously sat empty and unmaintained. The church (Vandelia Church of Christ) will maintain the property and help maintain current property value in the neighborhood.

Print Name Candice Beelanga (Dean)
Signature: [signature]
Address: 2007 60th St. Lbk TX 79412
Address of Property Owned: 2007 60th St. Lubk TX 79412

15 of 22

Zone Case Number: 3159 64741
DEAN, CANDICE A
2007 60TH ST

LUBBOCK TX 79412

Aug 03 2011 8:09AM We Buy Houses Guy 806-744-1779 p.1

Regular City Council Meeting **5. 21.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Ordinance 2012-O0024 Zone Case 1845-J (4819 Utica Avenue): Consider a request of Billy Rizzo (for Enterprise Rent-A-Car) for a zoning change from C-2 (Local Retail District) to C-4 (Commercial District) limited to automobile rentals and all C-2 permitted uses on parts of Tracts A and B, Gordon Heights Addition.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone 4819 Utica from C-2 to C-4 permitted use - limited to rental of automobiles and all C-2 permitted uses.

Proposed Land Use:
The applicant proposes an Enterprise Rent-A-Car location. The existing building has had a number of businesses during the last several years, partially due to a lack of visibility to a thoroughfare. With a car rental store and regional office being a specific destination point, the rent-a-car business should not require the high visibility from the thoroughfare that a retail business requires.

Adjacent Land Uses:
North - Residential, Zoned R-2 (Two-Family District)
South - Commercial, Zoned C-2
East - Commercial, Zoned C-2
West - Church, Zoned R-1 (Single-Family District)

Planning and Zoning (P&Z) Commission Public Hearing Notes:
Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):
With a C-4 limited use, the request is not in conflict with the CLUP. The impact on the adjacent neighborhood should be minimal compared to various of uses currently permitted.

P&Z Commission Recommendation:
The P&Z Commission recommends approval of the case with the following two conditions:
1. Only cars in the process of being rented may be parked on the site. No repairs or activity other than detailing shall be allowed.
2. A screening fence along the northern boundary of the property behind 4636 50th Street with a "finished" fence facing south when that portion of the parcel is developed.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 1845-J

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. 1845-J;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **RENTAL OF AUTOMOBILES AND ALL C-2 PERMITTED USES**, ON **PARTS OF TRACTS A AND B, GORDON HEIGHTS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 1845-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to rental of automobiles and all C-2 permitted uses** on **parts of Tracts A and B, Gordon Heights Addition,** City of Lubbock, Lubbock County, Texas, located at **4819 Utica Avenue, subject to conditions:**

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT only cars in the process of rental may be parked on the site. No repairs or activity other than detailing shall be allowed.**

2. **THAT a screening fence shall be required along the northern boundary of the property behind 4636 50th Street with the "finished" fence facing south when that portion of the parcel is developed in the future.**

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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson

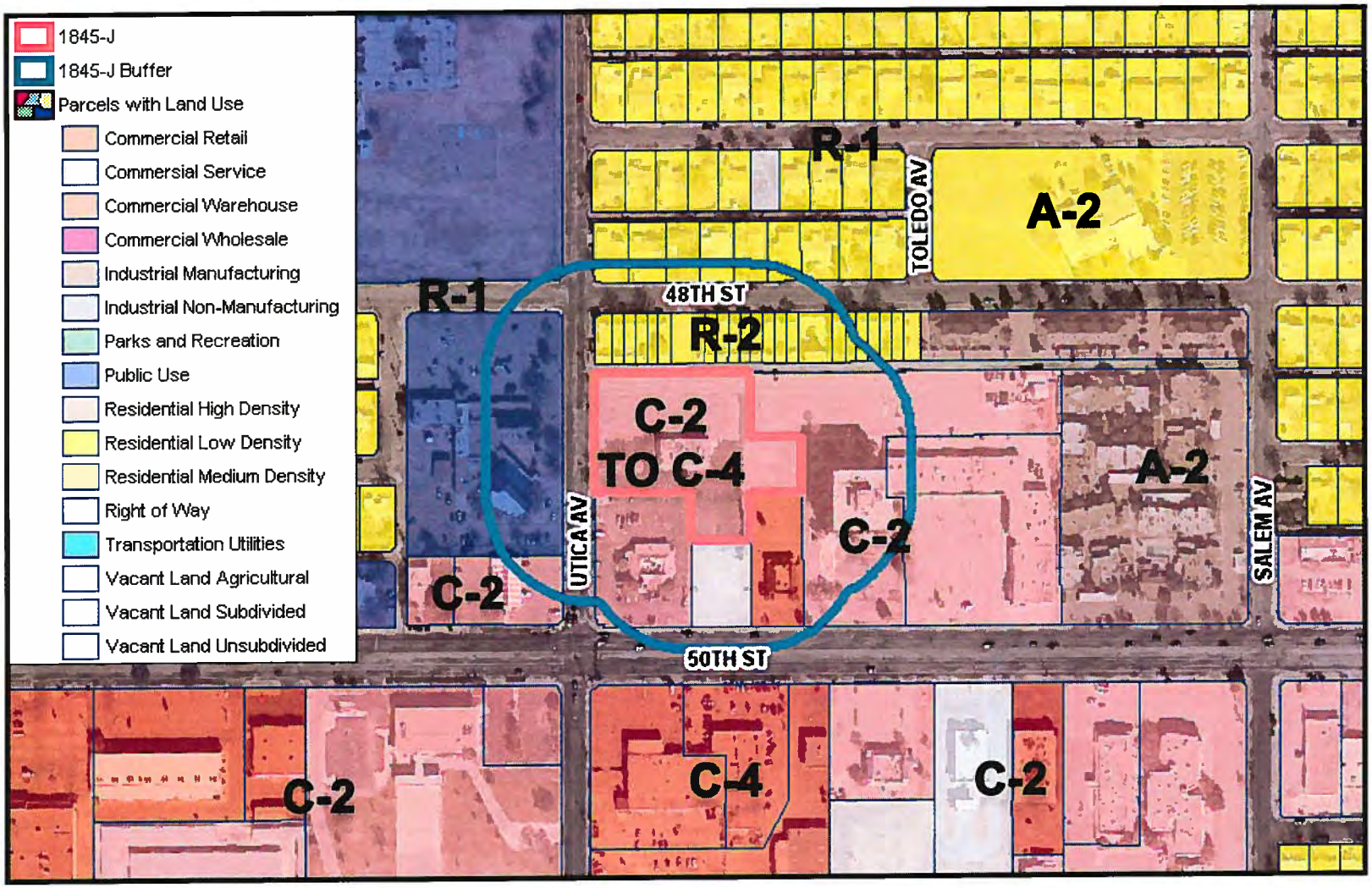
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:



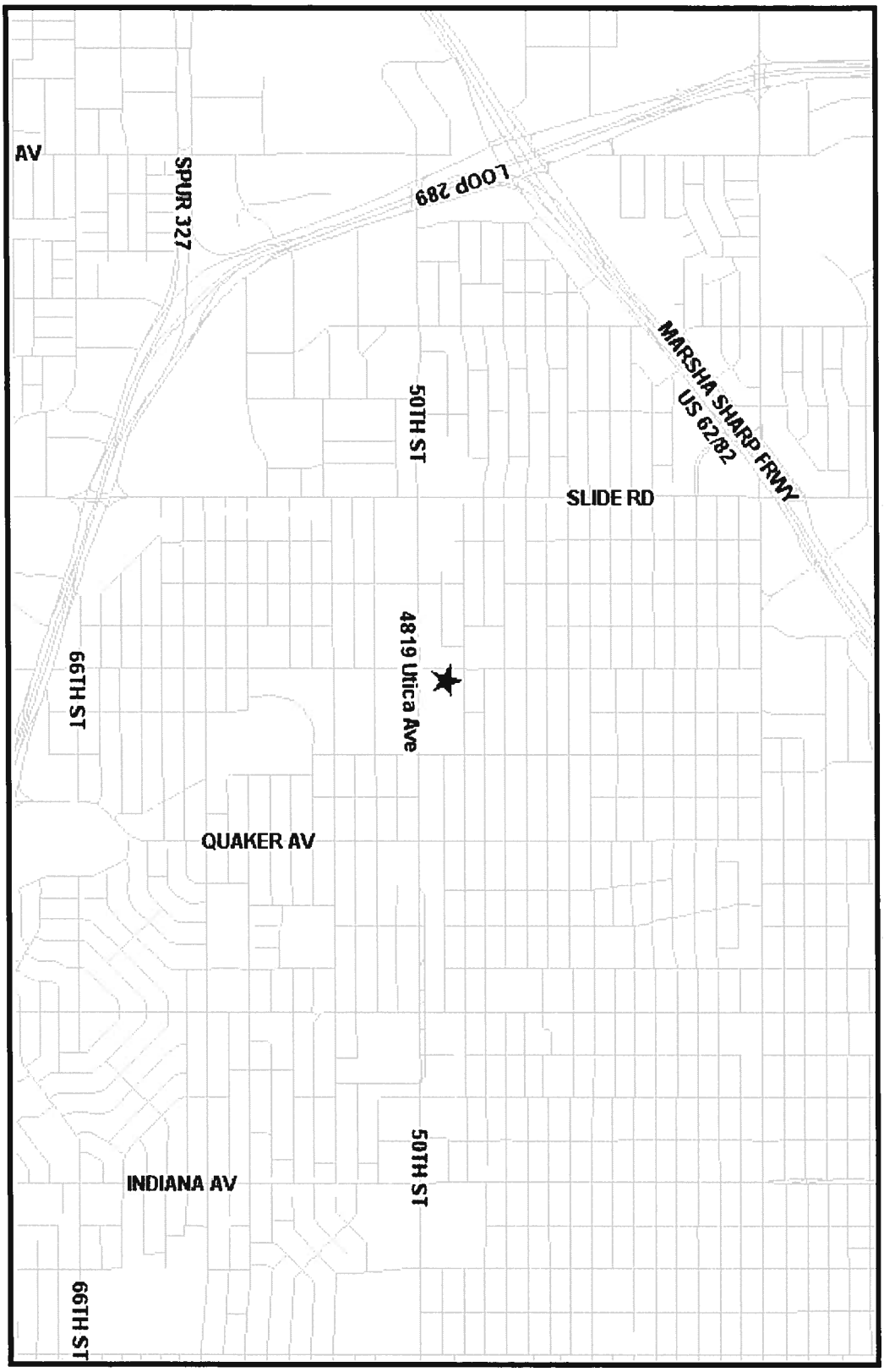
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1845-J
March 1, 2012



P.Z.C. Case 1845-J

Request of Billy Rizzo (for Enterprise Rent-A-Car) for a zoning change from C-2 to C-4 limited to rental of automobiles and all C-2 permitted uses


AV
SPUR 327
LOOP 289
MARSHA SHARP FRWY
US 6282
50TH ST
SLIDE RD
4819 Utica Ave
66TH ST
QUAKER AV
INDIANA AV
50TH ST
66TH ST

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Billy Rizzo

Stella's Restaurant 4646 50th Street
Street/Post Office Box

Lubbock, TX 79414
City State Zip

(806) 785-9299
Telephone

For Enterprise Rent-A-Car

5717 66th Street
Street/Post Office Box

Lubbock, TX 79424
City State Zip

(806) 788-0111
Telephone

Location or Address: 4819 Utica Avenue Lubbock, Lubbock County, TX 79414

Legal Description:* Tracts A & B, Gordon Addition, City of Lubbock, Lubbock County, TX

Existing Land Use: Improvements/Restaurant/Vacant **Existing Zoning:** C-2

Acreage or Square Footage of Property: Land = 25,488 SF and Building = 4,001 SF

Zoning Requested: C-4 Limited Use and all C-2 permitted uses.

Proposed Development: Enterprise Rent-A-Car Administrative Offices and automobile rentals.

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

Applicant's Signature

2/6/12
Date

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

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Receipt 17267 Ck # 5387

For City Use Only

PIN: 20935 MAP 7
PIN 20939

Zone Case No.: 1845-J **Agenda No.:** 2

Request for zoning change from: C-2 **To:** C-4, limited

on Lot(s): Pt of Tracts A & B **Block(s):** —

Subdivision: Gordon Heights **Address:** 4819 Utica Ave,

~~4630, 4636, 4644, 4646 50th St~~

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

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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.:** ***1845-J***

RECEIVED
FEB 22 2012
PLANNING DEPARTMENT

In Favor of ✓

Opposed ___

Reasons and/or Comments:

the property in question is vacant and unproductive. A clean, respectable business there would bring good to our neighborhood and Lubbock.

Print Name: Lynn Jamison

Signature: Lynn Jamison

Address: 4737 48th Lubbock 79414

Address of Property Owned: same

Zone Case Number: **1845-J** 20929
JAMISON, LYNN E
4737 48TH ST

LUBBOCK TX 79414-3503

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

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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.: 1845-J**

In Favor of X

Opposed ____

RECEIVED
FEB 20 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name: DAVID FLEMING

Signature: David Fleming

Address: 4630 50th #618, LBK, TX 79414

Address of Property Owned: 4630 50th

15 of 27

Zone Case Number: 1845-J 20938
REHAB PROPERTIES LLC
4630 50TH ST
STE ~~402~~ 618
LUBBOCK TX 79414

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

2

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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.: 1845-J**

RECEIVED
FEB 29 2012
PLANNING DEPARTMENT

In Favor of ✓
Subject to comments below

Opposed ____

Reasons and/or Comments:

Put a fence along his south line, which is along our north line. Also, make the "finish" part of the fence face south.

Print Name DON L. HARRIS

Signature: Don L. Harris

Address: 4636 - 50th

Address of Property Owned: 4636 - 50th

Zone Case Number: 1845-J 20939
HARRIS DON L & BARBARA
4636 50TH ST

LUBBOCK TX 79414-3508

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

2.

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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.: 1845-J**

In Favor of ✓

Opposed ____

RECEIVED
FEB 28 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name WALTER LIM

Signature: Walter Lim

Address: 4745 48th ST., LUBBOCK, TX 79414-3503

Address of Property Owned: as above

Zone Case Number: **1845-J** 20933
LIM, WALTER
4745 48TH ST

LUBBOCK TX 79414-3503

2

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

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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.: 1845-J**

In Favor of ____

Opposed X

RECEIVED
FEB 24 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Mary Ann Stephens

Signature: Mary Ann Stephens

Address: 4708 - 48th 79414

Address of Property Owned: Same

22 of 27

Zone Case Number: **1845-J** 22180
STEPHENS MARY ANN
4708 48TH ST

LUBBOCK TX 79414-3504

Regular City Council Meeting **5. 22.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2012-O0025 Zone Case 3065-C (6914 82nd Street): Consider request of David Bloodworth for a zoning change from C-3 (General Retail District) to C-3 Specific Use for a veterinary clinic or hospital and all permitted C-3 uses on 1.032 acres of unplatted land out of Block AK, Section 30.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone 6914 82nd Street from C-3 to C-3 Specific Use for a veterinary clinic or hospital and all permitted C-3 uses.

Proposed Land Use:
The applicant proposes a veterinary clinic or hospital. Veterinary clinics or hospitals are permitted as a specific use in any C-2A or less restricted zoning district. They are required to be maintained within a completely enclosed, soundproof building and operated in such a way as to produce no objectionable odors outside its walls.

Adjacent Land Uses:
North - Commercial, Zoned C-3
South - Residential, Zoned A-2 (High-Density Apartment District)
East - Transition, Zoned T (Transitional)
West - Commercial, Zoned C-3

Planning and Zoning (P&Z) Commission Public Hearing Notes:
Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is consistent with the CLUP. The proposed use should not have a negative impact on the surrounding properties, and should not be a detriment to traffic in the area. Clinics approved to date have produced very few complaints.

P&Z Commission Recommendation:
The P&Z Commission recommends to approval of the case.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

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. 3065-C;** A ZONING CHANGE FROM **C-3** TO **C-3 SPECIFIC USE** FOR **A VETERINARY CLINIC OR HOSPITAL AND ALL PERMITTED C-3 USES**, ON **1.032 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. 3065-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-3** Specific Use for **a veterinary clinic or hospital and all permitted C-3 uses** on **1.032 acres of unplatted land out of Block AK, Section 30,** City of Lubbock, Lubbock County, Texas, located at **6914 82nd Street,** and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** 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 **6914 82nd 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

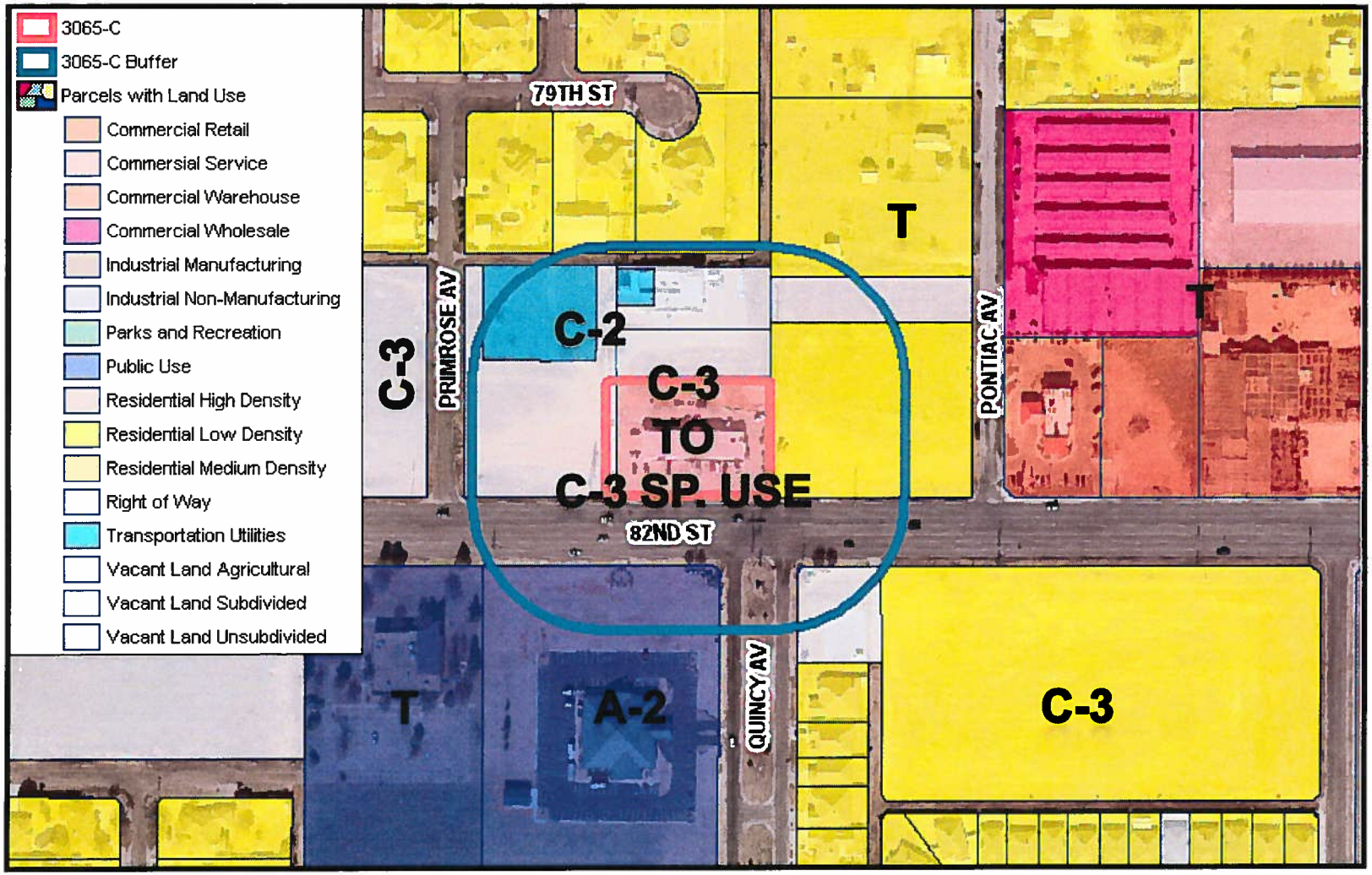
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

APPROVED AS TO FORM:

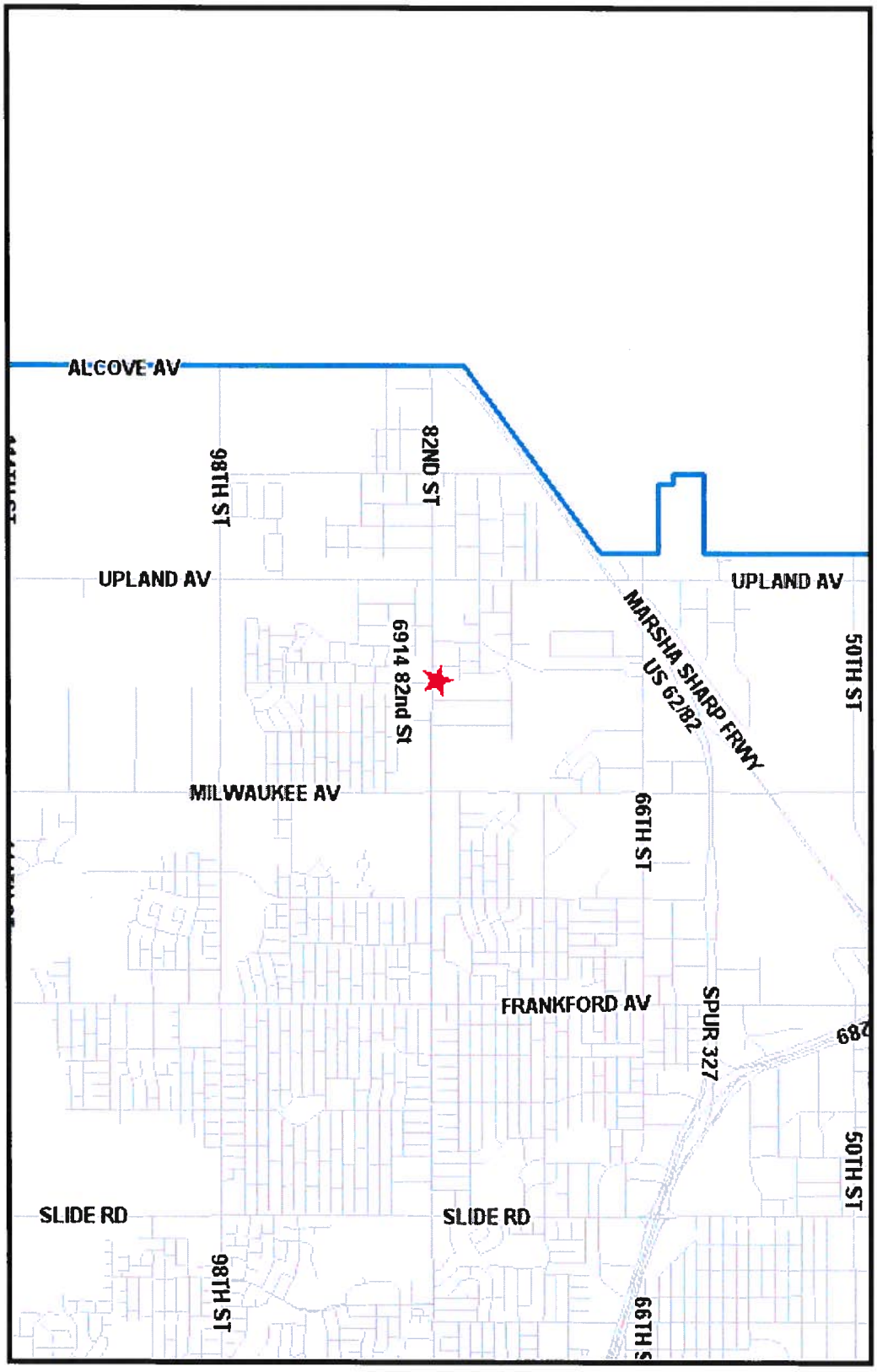
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3065-C
March 1, 2012



P.Z.C. Case 3065-C

Request of David Bloodworth for a zoning change from C-3 to C-3 Specific Use for a veterinary clinic or hospital and all permitted C-3 uses


ALCOVE AV
98TH ST
82ND ST
UPLAND AV
UPLAND AV
MARSHA SHARP FRWY
US 62/82
6914 82nd St
50TH ST
MILWAUKEE AV
66TH ST
FRANKFORD AV
SPUR 327
50TH ST
SLIDE RD
SLIDE RD
98TH ST
66TH ST

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) David Bloodworth

4747 S Loop 289, Ste 110
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 771-7701
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 6914 82nd St

Legal Description:* Blk AK Sec 30 Abstract 1421 TRACT K6 + K6C

Existing Land Use: Strip Center **Existing Zoning:** C-3

Acreage or Square Footage of Property: _____

Zoning Requested: Specific Use - Vet Clinic or Hospital - On Suite E only - West 2450 SF of Center

Proposed Development: _____

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

Applicant's Signature **Date**

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

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

Receipt 17268 CK# 405 **For City Use Only** PIN: 76217 Map 44

Zone Case No.: 3065-C **Agenda No.:** 3

Request for zoning change from: C-3 **To:** C-3 SP. USE

1.032 acres of unplatted land out of block AK, Section 30

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 6914 82nd St

Regular City Council Meeting **5. 23.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an agreement terminating the Land Acquisition and Management Agreement between the City of Lubbock and Science Spectrum, dated February 28, 1991, and an amendment to the Agreement dated December 8, 2003.

Item Summary

In 1991, the City of Lubbock and Science Spectrum, a non-profect 501(c)3 corporation, entered into a 20-year agreement to enable the Omni Theater to be built. The City issued Certificates of Obligation, Series 1991, to acquire the site and to finance the construction and equipment of the Exhibition Hall/Auditorium that is currently known as the Omni Theater. The certificates of obligation have been repaid in connection with the issuance of the City's General Obligation Refunding Bonds, Series 1999.

The Science Spectrum Board of Directors successfully managed the Omni Theater for the past 20 years. The agreement is scheduled to expire in 2013, 20 years after its grand opening in 1993.

The Science Spectrum Board of Directors identified the need for renovations to the Omni Theater. To raise the money to complete the renovations and to maintain the appeal of this popular venue, the Board must hold the title to the building. The board requested that the City terminate the current agreement and convey the title of the building to the Science Spectrum.

Fiscal Impact

The current amended agreement provides no revenue to the City of Lubbock. The termination of the agreement removes the property from the City inventory.

Staff/Board Recommending

Attachments

Resolution - Terminating

Contract - Terminating

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 Agreement Terminating the Land Acquisition and Management Agreement between the City of Lubbock and Science Spectrum and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City att / Linda / Res – Termination Agreement Science Spectrum
March 27, 2012

STATE OF TEXAS §

COUNTY OF LUBBOCK §

TERMINATION OF LAND ACQUISITION AND MANAGEMENT AGREEMENT

WHEREAS, on February 28, 1991, the City of Lubbock, Texas (the "City") and Science Spectrum (the "Manager"), entered into a Land Acquisition and Management Agreement related to the operation and maintenance of an exhibition hall/auditorium operating under the name of the Science Spectrum at 2579 South Loop 289, #250, Lubbock, Texas 79423-1400; and

WHEREAS, an amendment to such Land Acquisition and Management Agreement was executed between the parties on December 8, 2003; and

WHEREAS, the City intends to convey to Science Spectrum the real property and improvements which were the subject of the Land Acquisition and Management Agreement, and the amendment thereto; and

WHEREAS, all purposes intended to be accomplished by the Land Acquisition and Management Agreement described above have now been fulfilled, and it is the mutual desire of the parties to officially terminate such agreement, and the amendment thereto;

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties, IT IS MUTUALLY AGREED, by the City of Lubbock and Science Spectrum, that the Science Spectrum will use any funds remaining in the Omni Theatre Relief Fund solely for necessary repairs, remodeling, and/or renovation of their Exhibition Hall/Auditorium and for the repairs, upgrade or renovation of the equipment, and that the Land Acquisition and Management Agreement dated February 28, 1991, and the amendment to such agreement, dated December 8,

2003, are hereby TERMINATED, and all rights and obligations of either party under said agreement are declared to be fully and finally satisfied.

SIGNED this ____ day of_____, 2012.

CITY OF LUBBOCK

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

_____
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

SCIENCE SPECTRUM

By: _____
Cassandra L. Henry, President

Regular City Council Meeting **5. 24.**

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Deed Without Warranty transferring the portion of the Science Spectrum property owned by the City of Lubbock to the Science Spectrum, a non-profit 501(c)3 corporation.

Item Summary

The Science Spectrum Board of Directors identified the need for renovations to the Omni Theater. To raise money to complete the renovations and to maintain the appeal of this popular venue, the Board must hold the title to the building. The Board requested that the City convey the title of the building to the Science Spectrum.

In 1991, the City of Lubbock and Science Spectrum entered into a 20-year agreement to enable the Omni Theater to be built. The City issued Cetificates of Obligation, Series 1991, to acquire the site and to finance the construction and equipment of the Exhibition Hall/Auditorium that is currently known as the Omni Theater. The certificates of obligation have been repaid in connection with the issuance of the City's General Obligation Refunding Bonds, Series 1999. The Science Spectrum Board of Directors successfully managed the Omni Theater for the past 20 years.

The Deed without Warranty conveys the property from the City of Lubbock to Science Spectrum, as long as Science Spectrum utilizes the property soley in a manner that promotes a public purpose. Science Spectrum is "to provide an exhibition hall/auditorium for the presentation of cultural, scientific, and education programs for the benefit of the City's residents." If the property ceases to be so used, all rights, title, and interest conveyed shall automatically revert to and vest in the City.

Fiscal Impact

-

Staff/Board Recommending

Attachments

Resolution - Transferring

Contract - Transferring

RESOLUTION

WHEREAS, the City of Lubbock and Science Spectrum, a non-profit 501(c)(3) corporation, entered into a Land Acquisition and Management Agreement February 28, 1991, to provide for the citizens of Lubbock, an exhibition hall/auditorium for cultural, educational, and scientific programs and to contract with Science Spectrum to manage the exhibition hall/auditorium utilizing an IMAX audiovisual system for twenty years; and

WHEREAS, Combination Tax and Limited Exhibition Hall/Auditorium Revenue Certificates of Obligation, Series 1991 were issued which financed the construction of the Omimax Theatre portion of the Science Spectrum pursuant to this agreement and these obligations have been repaid in connection with the issuance of the City's General Obligation Refunding Bonds, Series 1997 and the City's General Obligation Refunding Bonds, Series 1999; and

WHEREAS, the City of Lubbock desires to transfer the portion of the Science Spectrum property owned by the City to the Science Spectrum to be used for the public purpose of providing an exhibition hall/auditorium for the presentation of cultural, scientific and education programs for the benefit of the City's residents; and

WHEREAS, pursuant to Section 253.011(c) of Vernon's Texas Codes Annotated Local Government Code, the City may convey its interest in the property to a non-profit corporation for public use; NOW THEREFORE:

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

SECTION 1. THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute a Deed Without Warranty from the City of Lubbock to the Science Spectrum, as Grantee, a copy of which Deed 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 _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc: cityatt/Linda/Res-Deed City to Science spectrum

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

Deed without Warranty

Date: _____, 2012

Grantor: City of Lubbock, Texas

Grantor's Mailing Address:

P.O. Box 2000
Lubbock, Texas 79457
Lubbock County

Grantee: Science Spectrum

Grantee's Mailing Address:

2579 South Loop 289, #250
Lubbock, Texas 79423-1400
Lubbock County

Consideration:

This conveyance is made and accepted pursuant to Section 253.011 of the Texas Local Government Code. The consideration for the conveyance is the agreement of the Grantee to use the property in a manner that primarily promotes a public purpose of the City of Lubbock.

As further consideration, Grantee agrees to continue to operate the subject property in a manner that primarily promotes a public purpose of the City of Lubbock, by presentation of cultural or educational programs for the benefit of the citizens of Lubbock. If Grantee at any time fails to use this property for a public purpose of the City of Lubbock, ownership of the property automatically reverts to Grantor, the City of Lubbock, Texas.

Property (including any improvements):

Property located at 2579 South Loop 289, #250, Lubbock, Texas 79423-1400, legally described as:

All of Lot 3-E, a replat of Lot 3, Time's Square Addition to the City of Lubbock, Lubbock County, Texas, and a tract of land in Section 12, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at the Northwest corner of Lot 3-E, a replat of Lot 3, Time's Square Addition to the City of Lubbock, Lubbock County, Texas;
THENCE N. 89°57' E. a distance of 200.00 feet;
THENCE S. 00°03' E. a distance of 167.48 feet;
THENCE N. 89°57' E. a distance of 30.88 feet;
THENCE S. 00°03' E. a distance of 53.17 feet;
THENCE N. 89°57' E. a distance of 6.50 feet;
THENCE S. 00°03' E. a distance of 23.75 feet;
THENCE S. 44°57' W. a distance of 9.19 feet;
THENCE S. 00°03' E. a distance of 11.25 feet;
THENCE S. 44°57' W. a distance of 42.43 feet;
THENCE S. 89°57' W. a distance of 0.88 of a foot;
THENCE S. 00°03' E. a distance of 144.20 feet;
THENCE S. 89°57' W. a distance of 200.00 feet;
THENCE N. 00°03' W. a distance of 436.35 feet to the Point of Beginning; and

All rights, title and interest of the City of Lubbock arising out of an Access and Use of Facilities Easement executed on March 11, 1993, and effective of March 12, 1993, recorded in Volume 4150 Page 39 of the Official Public Records of Lubbock County, Texas, covering the tract of land more particularly described as follows:

A tract of land located in Section 12, Block E-2, Lubbock County, Texas, and also being a portion of Lot 3-E, a replat of Lot 3, Times Square Addition to the City of Lubbock, Lubbock County, Texas;

BEGINNING at a point which bears N. 89°57' E. a distance of 200.88 feet and N. 00°03' W. a distance of 144.20 feet from the Southwest corner of Lot 3-E, Times Square Addition to the City of Lubbock, Lubbock County, Texas;
THENCE S. 89°57'W., at 0.88 of a foot pass the East Line of Lot 3-E, Time's Square Addition, continuing for a total distance of 27.33 feet;
THENCE N. 00°03' W. a distance of 41.25 feet;
THENCE N. 89°57' E., at 26.45 feet pass the East line of Lot 3-E, Time's Square Addition, continuing for a total distance of 33.75 feet;
THENCE N. 00°03' W. a distance of 8.50 feet;
THENCE N. 74°57' E. a distance of 10.26 feet;
THENCE N. 15°03' W. a distance of 2.75 feet;
THENCE N. 74°57' E. a distance of 14.89 feet;
THENCE S. 00°03' E. a distance of 28.92 feet;
THENCE S. 44°57' W. a distance of 42.43 feet to the Point of Beginning;

Representations and Warranties of Grantee:

Grantee warrants and represents that it is a non-profit organization, exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended.

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied as to the title, type, condition, quality and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successor and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successor thereto) are expressly excluded.

EXECUTED THIS _____DAY OF _____, 2012.

GRANTOR:

CITY OF LUBBOCK

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

STATE OF TEXAS)

COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared TOM MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same in

the capacity therein stated and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2012.

_____
Notary Public in and for Lubbock County, Texas
My commission expires: _____

GRANTEE:
SCIENCE SPECTRUM

By: Cassandra L. Henry

Name: Cassandra L. Henry

Title: President

STATE OF TEXAS)

COUNTY OF LUBBOCK)

This instrument was acknowledged before me on April 4, 2012, 2012, by Cassandra L. Henry, President, on behalf of SCIENCE SPECTRUM.

Amilynn Daniel
Notary Public, State of Texas
My commission expires: 01-09-2014

AMILYNN DANIEL
Notary Public, State of Texas
My Commission Expires 01-09-2014

Regular City Council Meeting **5. 25.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading - Lubbock Power & Light: Ordinance 2012-O0026 Consider an ordinance amending Chapter 2, Article 2.03, Division 12, of the City of Lubbock Code of Ordinances relating to the authority, duties, and responsibilities of the Electric Utility Board and the disbursement of net revenues of Lubbock Power & Light.

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

Consider an ordinance amending Chapter 2, Article 2.03, Division 12, of the City of Lubbock Code of Ordinances relating to the authority, duties, and responsibilities of the Electric Utility Board and the disbursement of net revenues of Lubbock Power & Light.

Fiscal Impact

-

Staff/Board Recommending

Gary Zheng, Director of Electric Utilities

Attachments

Ordinance - LP&L

LP&L - Exhibit A

LP&L - Exhibit A Redlined

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 2.03, DIVISION 12 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE ELECTRIC UTILITY BOARD, AND TO THE DISBURSEMENT OF FUNDS FROM THE GENERAL RESERVE OF THE ELECTRIC UTILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock and of the City's electric utility to clarify and update certain portions of the City of Lubbock Code of Ordinances by proposing certain amendments to Chapter 2, Article 2.03, Division 12 of the Code of Ordinances with regard to the City of Lubbock's electric utility;

WHEREAS, a public hearing and notice therefor, and publication of the proposed changes to Chapter 2, Article 2.03, Division 12 of the Code of Ordinances has preceded consideration by the City Council of this Ordinance as is required by Chapter 2, Article 2.03, Division 12, Section 2.03.418 of the City of Lubbock Code of Ordinances; NOW THEREFORE:

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

SECTION 1. THAT Chapter 2, Article 2.03, Division 12 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as set forth in Exhibit "A" attached hereto, and incorporated herein for all purposes.

SECTION 2. THAT the City Council of the City of Lubbock hereby finds that a public hearing and proper notice therefor, and publication of the proposed changes to Chapter 2, Article 2.03, Division 12 of the Code of Ordinances has preceded consideration by the City Council of this Ordinance as is required by Chapter 2, Article 2.03, Division 12, Section 2.03.418 of the City of Lubbock Code of Ordinances.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Gary Zheng, Director of Electric Utilities

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

Chapter 2 Ordinance Amendment
3.23.12

EXHIBIT A

Division 12. Electric Utility Board

Sec. 2.03.415 Authority, duties and responsibilities

(a) The board shall approve an annual budget and electric rate schedule for the city's electric utility, submit the budget and electric rate schedule to the city council for approval by filing the same with the City Secretary, and be responsible for the proper implementation of each following adoption. The board may, as required from time to time, submit to the city council for its approval amendments to the budget and/or electric rate schedule.

(b) The board shall authorize and oversee an audit of the city's electric utility system and shall report any and all findings of such audit to the city council. The board may authorize such audit to be performed by an external auditor. The external auditors must be a certified public accounting (CPA) firm that has the experience and depth of staff to audit the city's electric utility in accordance with generally accepted auditing standards and contractual requirements. The audited financial numbers ~~auditors' report~~ must be completed and reported to the city's accounting department in sufficient time for~~such that~~ the comprehensive annual financial report to~~(CAFR) may~~ be presented to the city council per~~at the first council meeting in January following~~ the audit schedule~~fiscal year end~~. The auditors are accountable to the board and will have access to direct communication with the board if staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

(e) To the extent authorized by law and subject to the city's charter and Code of Ordinances, the board shall be responsible for recommending~~nominating~~ individuals to the city council for their consideration in appointing individuals to the board and for appointing individuals to the West Texas Municipal Power Agency.

Sec. 2.03.417 Disbursement of funds from the General Reserve~~net revenues~~

(a) Prior~~Subject~~ to ~~subsection (g), prior to~~ paying any fee equivalent to a franchise fee, making any payment in lieu of taxes (PILOT),~~,~~ and prior to disbursing any funds from appropriable net assets (the "General Reserve")~~operating revenues~~ of the city's electric utility, the board shall first fully meet all bond reserve or fund obligations defined in any bond covenant for the city's electric utility.

(b) ~~Subject to subsection (g), a~~After providing for sufficient funds to meet the obligations contained in subsection (a) above, by the end of the fiscal year the board shall ensure that the General Reserve is equal to three (3) months gross revenue generated from all retail electric sales (the "GRR") as determined by taking the average monthly GRR from the previous fiscal year as shown in the latest comprehensive annual financial report (CAFR). The term "GRR" as used herein shall include all receipts from the sale of retail electric lighting and power in LP&L's certificated territory.~~fund the following items:~~

(c) ~~1)~~ The board may use~~shall maintain sufficient operating cash to satisfy all current accounts payable (including any current purchase power accounts that are payable); and~~

~~(2) A general reserve equal to~~ the General Reserve~~greater of four months gross retail electric revenue as determined by taking the average monthly gross retail electric revenue from the previous fiscal year or fifty million dollars ($50,000,000.00). This general reserve shall be used~~ for ~~operational purposes,~~ rate stabilization, unforeseen emergency situations, and for meeting the electric utility demand of any rapid or unforeseen increase in residential and/or commercial development.

(d) LP&L shall ~~(c) Beginning with fiscal year 2009-2010, the board shall~~ transfer to the city a fee equivalent to a franchise fee in the amount ~~and payment in lieu of taxes (the "FFE") as outlined below:~~

~~(1) The lesser~~ of five percent (5%) of the ~~gross revenue generated from all retail electric sales (the "~~GRR and a PILOT in the amount of one ~~") or fifty~~ percent (150%) of the GRR.~~change in net assets (as stated in the statement of revenues, expenses and changes in fund net assets in the latest comprehensive annual financial report ("CAFR") adding back any FFE transfer), once the general reserve reaches fifty million dollars ($50,000,000.00); or~~

The transfers shall be made on the 15th day of each month and shall be based on the GRR of LP&L during the preceding calendar month.

For budgeting purposes~~(2) In the event the general reserve is less than fifty million dollars (<$50,000,000.00), then the lesser of fifty percent (50%) of the change in net assets (as stated in the statement of revenues, expenses and changes in fund net assets in the latest CAFR adding back any FFE transfer) or in accordance with the following formula:~~

~~[(actual reserve level divided by fifty million dollars) multiplied times five percent] multiplied times the gross revenue generated from all retail electric sales. This formula can also be expressed as follows: FFE = [(actual reserve/$50,000,000.00) x .05] x GRR~~

~~(3) Beginning with fiscal year 2008-2009~~, on or before May~~April~~ 1st of each year, the board shall report to the city council their estimate of the General reserve, the GRR and the resulting franchise fee and PILOT~~FFE that will be transferred to the city for the upcoming fiscal year. In the subsequent fiscal year, the board shall adjust the next FFE transfer by an amount equal to the difference between the FFE transfer based on the estimated values of the general reserve and the GRR and the FFE based on the actual values of the general reserve and the GRR. Any such adjustment made by the board will be reflected in the April 1st report made by the board to the city council as required herein~~.

(ed) Subject to the approval of the board, any ~~net operating revenues~~ remaining General Reserve may~~shall~~ be refunded to the ratepayers of the city's electric utility within six (6) months following the fiscal year in which the General Reserve balance exceeds three (3) months of GRR~~net revenues are realized. Nothing contained in subsection (g) shall be construed as a cap or limit on the refund outlined in this subsection (d).~~

~~(e) This section shall be included in and become a part of each annual budget ordinance of the City of Lubbock~~.

(f) The general reserve shall be based on funds not otherwise committed, and generally defined as "current assets" less "current liabilities" as those terms are defined in (1) and (2) below:

(1) Current assets, as~~assets~~ classified in the latest CAFR ~~as cash and cash equivalents and investments~~ of the city's electric utility fund, excluding cash committed to capital projects and ~~(but it does not include accounts receivable, restricted assets or~~ other non-cash assets.~~).~~

(2) Current liabilities, as classified in the latest CAFR of the city's electric utility fund, excluding non-cash liabilities and customer deposits. Current liabilities will also exclude accrued interest payable, leases payable (as these current liabilities will be paid from revenues generated in the subsequent fiscal year).

~~(g) Beginning with fiscal year 2006-2007 and subject to the approval of the board, the city's electric utility may refund up to one million dollars and no/100 dollars ($1,000,000.00) to the ratepayers of the city's electric utility for marketing and competitive purposes as solely determined by the board.~~

~~(h) For fiscal year 2007-2008, the board shall transfer to the city a FFE of one million and no/100 dollars ($1,000,000.00). Furthermore, for fiscal year 2008-2009, the board shall transfer to the city a FFE of five million and no/100 dollars ($5,000,000.00). Following fiscal year 2008-2009, the board shall pay to the city a FFE in accordance with the terms of subsection (c) above.~~

Regular City Council Meeting **5. 26.**

Meeting Date: 04/10/2012

Information

Agenda Item

Ordinance 2nd Reading - Lubbock Power & Light: Ordinance 2012-O0027 Consider an ordinance amending Chapter 22, Article 22.02, to relating to the electric utilities division of the City, reflecting related changes in federal and state law and the City Charter, and other changes as recommended by the Electric Utility Board (EUB).

Item Summary

On March 29, 2012, the City Council approved the first reading of the ordinance.

Consider an ordinance amending Chapter 22, Article 22.02, to relating to the electric utilities division of the City, reflecting related changes in federal and state law and the City Charter, and other changes as recommended by EUB.

Fiscal Impact

-

Staff/Board Recommending

Gary Zheng, Director of Electric Utilities

Attachments

Ordinance - 6.8 LP&L

Exhibit A

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE 22.02 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO CITY OF LUBBOCK CHARTER REFERENCES, APPOINTMENT AND DIRECTION OF THE DIRECTOR OF ELECTRIC UTILITIES, AUTHORITY OF THE ELECTRIC UTILITY BOARD, UTILITY COST RECOVERY PROCEDURES, AND FEES FOR THE INSTALLATION OF CERTAIN UNDERGROUND UTILITY SERVICE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to clarify and update certain portions of the City of Lubbock Code of Ordinances by proposing certain amendments to Chapter 22, Article 22.02 of the Code of Ordinances with regard to the City of Lubbock's electric utility; NOW THEREFORE:

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

SECTION 1. THAT Chapter 22, Article 22.02 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as set forth in Exhibit "A" attached hereto, and incorporated herein for all purposes.

SECTION 2. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Gary Zheng, Director of Electric Utilities

APPROVED AS TO FORM:

_____

Mitchell Satterwhite, Assistant City Attorney

Chapter 22 Ordinance Amendment
3.23.12

EXHIBIT A

ARTICLE 22.02 ELECTRIC UTILITY

Division 1. Generally

Sec. 22.02.001 Electrical utilities division

There is hereby created the electrical utilities division of the City of Lubbock, designated as Lubbock Power and Light, which shall be responsible for the development, production and distribution of all electric utility service by the city and subject to Article XII of the Lubbock City Charter.~~.~~ (1959 Code, sec. 2-32; Ordinance 4661, sec. 1, adopted 3/25/1965; Ordinance 6741, sec. 2, adopted 11/8/1973; 1983 Code, sec. 9-1)

Sec. 22.02.002 Director of electrical utilities

There is hereby created the office of the director of electrical utilities who shall be appointed by and directly responsible to the electric utility board pursuant to Article XII of the Lubbock City Charter. Subject to the duties and responsibilities as directed by the electric utility board,~~city manager. T~~the director of electrical utilities shall be and is hereby charged with the general management of the production, sales and collections and distribution of electrical services to and for the city. The director is hereby authorized, directed and empowered to supervise and control all operations for production, sales and collections, and distribution of electricity and facilities now or hereafter owned, controlled and operated by the city. To this end the director shall conserve the value of all properties and equipment by utilizing a continuous preventive maintenance program. The director shall be responsible for all electrical properties in his custody and all monies and accounts received, collected and disbursed making full account to the electric utility board~~city manager and the city council~~ of each and every item. The director of electrical utilities shall report to the electric utility board as authorized in division 12 of article 2.03 and shall perform and maintain the duties, responsibilities and qualifications outlined therein. (1959 Code, sec. 2-37; Ordinance 4661, sec. 5, adopted 3/25/1965; Ordinance 6741, sec. 2, adopted 11/8/1973; 1983 Code, sec. 9-2; Ordinance 2004-O0021, sec. 2, adopted 2/19/2004)

Sec. 22.02.003 Billing of residential building contractors

The director of electrical utilities of the city is hereby authorized to establish procedures, rules and regulations with respect to billing and collection for electric power furnished to residential building contractors at residential building sites by the city, all such procedures, rules and regulations and any modification or change thereof being hereby made subject to the approval of the electric utility board~~city council~~ in each instance before same shall become effective. (1959 Code, sec. 11-7; Ordinance 3140, sec. 1, adopted 5/12/1960; 1983 Code, sec. 9-3)

Sec. 22.02.004 Electric utility board

Provisions concerning the electrical utility board are as provided in Article XII of the Lubbock City Charter and article 2.03, division 12 of this code. (Ordinance adopting Code)

Secs. 22.02.005–22.02.070 Reserved

Division 2. Rates

Sec. 22.02.071 Free service

No free electric service shall be allowed and, to the extent that the city or any of its agencies or instrumentalities avail themselves of the service and facilities provided by its electric light and power system, they shall pay the rates and charges prescribed by this article and total consumption computed and charged as if served through one meter. (Ordinance 861, sec. 4, adopted 2/26/1948; 1959 Code, sec. 11-6; Ordinance 2808, sec. 1, adopted 5/29/1959; 1983 Code, sec. 9-16)

Sec. 22.02.072 Determination; filing

(a) Rates to be charged for electric service furnished by electric utilities, as defined in section 31.002 of the Texas Utilities Code, within the city shall be in accordance with orders or resolutions of the city council establishing such rates for such persons or parties engaged in furnishing such electric power service to the public. Said orders or resolutions establishing rates shall be filed with the city secretary, where such orders or resolutions establishing rates shall be kept available for public inspection.

(b) Rates to be charged for electric service, including any discount related thereto, furnished by the municipally owned electric utility of the city shall be determined by the city council of the City of Lubbock~~ in a meeting conducted pursuant to section 551.086 of the Texas Government Code~~.

(Ordinance 861, sec. 1, adopted 2/26/1948; Ordinance 1070, sec. 1, adopted 4/26/1951; 1959 Code, sec. 11-1; Ordinance 2808, sec. 1, adopted 5/29/1959; Ordinance 3354, sec. 1, adopted 1/12/1961; Ordinance 4063, sec. 1, adopted 4/11/1963; Ordinance 5226, sec. 1, adopted 4/13/1967; Ordinance 6679, sec. 1, adopted 7/12/1973; Ordinance 6746, sec. 1, adopted 11/21/1973; Ordinance 6916, sec. 1, adopted 6/27/1974; Ordinance 7110, sec. 1, adopted 7/26/1975; Ordinance 7129, sec. 1, adopted 8/15/1975; Ordinance 7749, sec. 1, adopted 10/12/1978; Ordinance 7840, sec. 1, adopted 4/12/1979; Ordinance 8071, sec. 1, adopted 7/10/1980; 1983 Code, sec. 9-17; Ordinance 10197, sec. 1, adopted 10/14/1999)

Sec. 22.02.073 All other consumers to pay commercial rates

All users or customers of all electric power utilities within the city to whom the rates provided for in section 22.02.072 are not made specifically applicable shall be charged commercial rates, except electrical service furnished between public electrical energy suppliers, which rates shall be negotiated. (1959 Code, sec. 11-2; Ordinance 2808, sec. 1, adopted 5/29/1959; 1983 Code, sec. 9-18)

Secs. 22.02.074–22.02.100 Reserved

Division 3. Utility Cost Recovery

Sec. 22.02.101 Scope

This division shall apply to all electric utilities, as that term is defined in the Texas Utilities Code, and municipally owned utilities operating within their certificated service territory within the corporate limits of the City of Lubbock (collectively referred to herein as "utility"). (1983 Code, sec. 9-30; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.102 Applicability

(a) A utility subject to this division shall apply the following sections of this division when providing underground electric utility distribution service to new residential developments when five or more contiguous lots are scheduled for immediate development under the following guidelines:

(1) This division shall apply to any person who proposes a final plat within the corporate limits of the City of Lubbock for single-family or multifamily residential dwelling units (referred to herein as "developer").

(2) The developer provides at no cost to the utility:

(A) Right-of-way easements and covenants on the owner's property that are satisfactory to the utility.

(B) Site plan (streets, alleys, wet utilities, mechanical, electric, plumbing and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.

(C) Survey points for grades, lot corners, street ROW, alley ROW, and other locations reasonably necessary for installation of the electric system.

(b) This policy only applies to single-phase service. This policy does not apply to three-phase service, main feeder lines or existing overhead distribution lines.

(1983 Code, sec. 9-31; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.103 Fees

(a) The utility shall collect the following fees from the developer to recover the cost of providing underground electric distribution service to developments subject to this division. The developer shall be required to pay to the utility in advance of construction as an aid to construction for underground electric distribution the following fees with all measurements being taken per the centerline of the alley, easement or right-of-way:

Beginning:

7/1/2003: twelve dollars ($12.00) per linear foot.

7/1/2004: fourteen dollars ($14.00) per linear foot.

7/1/2005: sixteen dollars ($16.00) per linear foot.

7/1/2006: eighteen dollars ($18.00) per linear foot.

7/1/2007: City council will review the fee structure outlined above and may by resolution alter the fee structure that applies to all electric utilities, as defined herein, to reflect the actual costs incurred in providing underground utility service.

1/1/2012: The electric utility board will review the fee structure outlined above and may by resolution request that the city council alter the fee structure as it applies to the City of Lubbock's municipally owned electric utility, Lubbock Power & Light, to reflect the actual costs incurred by Lubbock Power & Light in providing underground utility service.

(b) If the developer is only developing one side of the alley, right-of-way or utility easement in which the utilities will be placed, the developer will only be required to pay the utility seventy-five (75) percent of the above-listed fees for providing underground electric utility service.

(c) The fees shall be based on the actual cost incurred by the utility for providing this service. The fees shall not include the cost for providing the underground service drop to the individual residences. The measurement shall be taken from the centerline of the alley, right-of-way or utility easement in which the utilities will be placed. The utility may submit evidence to the city regarding the costs incurred by the utility for providing underground electric service. The city may review the fees listed above and beginning July 1, 2007, may annually make any adjustments the city deems necessary to reflect the actual costs incurred by the utility. These adjustments will go into effect on July 1 of each subsequent year.

(d) In multiple certificated areas, the developer will only be required to pay the fees listed above to the utility it has initially requested to provide electric service to the development. However, while the developer will not be subject to the fees listed in this division, in no way does this provision restrict or otherwise prohibit a utility from installing or providing for electric service in areas in which it is properly certificated.

(1983 Code, sec. 9-32; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.104 Ditching work and developer credit

(a) The developer will have the option to provide ditching services, install the cables, service pedestals and transformer pads (collectively referred to as the "ditching work") to the

specifications of the utility and subject to inspection and approval as outlined below. The utility equipment shall be provided by the utility at the utility's warehouse or delivered to the development site by the utility. The utility shall be responsible for terminating all wiring. By providing this work, the developer shall be credited five dollars ($5.00) per linear foot from the cost of providing underground utility service.

(b) If the developer elects to provide the ditching work and in order to be entitled to the credit, the developer must meet the following requirements:

(1) The developer must provide each and every element of the ditching work as defined (ditching, installation of the cables, service pedestals and transformer pads);

(2) The developer may provide the ditching work or contract to have the ditching work provided; and

(3) All ditching work is required to meet the specifications of the utility and subject to inspection and approval by the utility. Should the ditching work fail to meet the specifications of the utility, the utility shall provide written notice to the developer what is required to correct all or parts of the ditching work. Should the developer refuse or be unable to meet the specifications of the utility, the utility may provide the ditching work and assess the developer the actual cost for providing such work.

(c) The utility is under no obligation to energize the electric distribution line until such time as the developer meets the specifications and requirements listed above. If the developer fails to meet the requirements listed above and refuses or is unable to comply with the requirements listed above, the developer may be required by the utility to pay the five-dollar ($5.00) credit previously provided and assess any additional cost the utility may reasonably incur in completing the ditching work.

(d) Upon receiving approval from the utility, the utility shall provide the developer with written verification that the ditching work is complete and meets the approval of the utility.

(1983 Code, sec. 9-33; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.105 Coordination with other utilities

The developer and/or the utility may work with other types of utilities (cable, telephone, etc.) to install their facilities, when appropriate, in a joint trench and coordinate the installation of the electric utilities. (1983 Code, sec. 9-34; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.106 Effect on other city policies

This division is not intended as and is subject to any and all existing written ordinances and policies of the City of Lubbock, including, without limitation, the Underground Utilities Policy of 1977. (1983 Code, sec. 9-35; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Sec. 22.02.107 Effective date

This division shall be in full force and effect for all final plats filed with the City of Lubbock on or after July 1, 2003. (1983 Code, sec. 9-36; Ordinance 2003-O0066, sec. 1, adopted 7/10/2003)

Secs. 22.02.108–22.02.140 Reserved

Division 4. Commercial Properties

Sec. 22.02.141 Scope

This division shall apply to all persons owning and/or operating commercial properties (referred to in this division as "customer") within the corporate limits of the City of Lubbock and who receive electric utility service from either an electric utility, as that term is defined in the Texas Utilities Code, or a municipally owned utility, each operating within their respective certificated service territories within the corporate limits of the City of Lubbock (collectively referred to in this division as "utility"). (1983 Code, sec. 9-40; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.142 Properties one acre or less in size

A customer owning a commercial property within the corporate limits of the City of Lubbock that is one acre or less in size shall be subject to the following provisions:

(1) The customer shall install, own and maintain and be solely responsible for providing all underground secondary service conductors from the customer's facility receiving the electric service to the appropriate facilities of the utility located in the public right-of-way and as designated by the utility.

(2) The customer shall, at no cost to the utility, grant, convey and/or otherwise devise to the utility any and all necessary right-of-way easements and/or covenants, if any, at or near the customer's property line so that the utility may properly install any and all utility equipment necessary to provide proper electric utility service to the customer.

(1983 Code, sec. 9-41; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.143 Properties more than one acre in size

A customer owning a commercial property within the corporate limits of the City of Lubbock that is more than one acre in size shall be subject to the following provisions:

(1) The utility shall provide overhead primary or secondary service, as determined solely by the utility, to the customer at no cost to the customer. Such overhead wires, equipment shall be installed, owned and maintained by the utility up to the customer's entrance fitting.

(2) If the customer requests that underground service be provided by the utility, whether primary or secondary, the customer shall be subject to the following regulations:

(A) The utility shall collect from the customer thirteen dollars and forty cents ($13.40) per linear foot times the number of feet from the customer's facility receiving the electric service to the appropriate facilities of the utility located in the public right-of-way and as designated by the utility. The city may review this fee annually and may make any adjustments the city deems necessary to reflect the actual costs incurred by the utility. Additionally, on behalf of the City of Lubbock's municipally owned electric utility, Lubbock Power & Light, the electric utility board can request that this fee be adjusted by the city as it applies to Lubbock Power & Light to reflect the actual costs incurred by Lubbock Power & Light. These adjustments, if any, will go into effect on October 1 of each subsequent year.

(B) The customer, solely at the customer's cost and expense, shall provide all ditching/trenching services, backfill, compaction and install any and all transformer pads necessary to provide underground secondary service (collectively referred to as the "ditching work"). All ditching work is required to meet the specifications of the utility and subject to inspection and approval by the utility. Should the ditching work fail to meet the specifications of the utility, the utility shall provide written notice to the customer what is required to correct all or parts of the ditching work. Should the customer refuse or be unable to meet the specifications of the utility, the utility may provide the ditching work and assess the customer the actual cost for providing such work.

(C) Once the ditching work is complete the utility shall install any and all equipment necessary to provide service to the customer. The customer shall, at no cost to the utility, grant, convey and/or otherwise devise to the utility any and all necessary right-of-way easements and/or covenants to the utility for the utility to properly serve, repair and maintain the equipment providing service to the customer. The service wires, equipment shall be owned and maintained by the utility up to the customer's entrance fitting.

(D) Any and all other requests by the customer of the utility related to providing service to the customer (including but not limited to loop feeds, manholes, automatic transformer switches) shall be charged to the customer at the actual cost incurred by the utility for providing such service.

(1983 Code, sec. 9-42; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.144 Utility's obligation

The utility is under no obligation to energize the electric distribution line for secondary service until such time as the customer meets the specifications and requirements contained in this

division. If the customer fails to meet the requirements listed above and refuses or is unable to comply with the requirements listed above, the utility, solely at the discretion of the utility, may provide the necessary services and assess the customer the actual cost incurred by the utility in providing such services. (1983 Code, sec. 9-43; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.145 Coordination with other utilities

The customer and/or the utility may work with other types of utilities (cable, telephone, etc.) to install their facilities, when appropriate, in a joint trench and coordinate the installation of the electric utilities. (1983 Code, sec. 9-44; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.146 Effect on other city policies

This division is not intended as and is subject to any and all existing written ordinances and policies of the City of Lubbock, including, without limitation, the Underground Utilities Policy of 1977. (1983 Code, sec. 9-45; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Sec. 22.02.147 Effective date

This division shall be in full force and effect for all final plats filed with the City of Lubbock on or after October 1, 2004. (1983 Code, sec. 9-46; Ordinance 2004-O0100, sec. 1, adopted 9/28/2004)

Secs. 22.02.148–22.02.170 Reserved

Division 5. Utility Liens

Sec. 22.02.171 Imposed

(a) Subject to the provisions contained in this article and pursuant to state law, the City of Lubbock is authorized to impose a lien on real property owned by any customer of the city's electric, water and/or sewer utility service when such customer has failed to pay for the utility service provided.

(b) Any lien authorized by this article shall include all delinquent charges for utility service, penalties, interest, fees and collection costs.

(c) Any lien authorized by this article shall be perfected by recording in the real property records of Lubbock County a notice of lien in a form approved by the city attorney or the general counsel of Lubbock Power & Light duly executed by the city manager or the director of electric utilities. The notice of lien shall contain a legal description of the real property and the utility's account number for the delinquent charges.

(d) Any lien authorized by this article shall not apply to the following:

(1) Homestead property;

(2) Any bills for utility service connected in a tenant's name after the appropriate City of Lubbock utility department has received notice from the property owner that the property is rental property; or

(3) Any bills for utility service connected in a tenant's name prior to the effective date of this division.

(e) The lien authorized by this article shall be inferior to a bona fide mortgage lien that is recorded before the recording of the city's utility lien in the real property records of Lubbock County. The lien authorized by this article is superior to all other liens, including, without limitation, previously recorded judgment liens and any lien recorded after the city's lien.

(1984 Code, sec. 9-50; Ordinance 2009-O0016, sec. 1, adopted 3/5/2009)

Sec. 22.02.172 Release of lien

The city manager or the director of electric utilities shall have the authority to release any lien imposed in accordance with this article when all delinquent charges for utility service, penalties, interest, fees and collection costs have been fully paid. The release shall be in a form approved by the city attorney or the general counsel of Lubbock Power & Light and shall be duly executed by the city manager or the director of electric utilities and recorded in the real property records of Lubbock County. (1984 Code, sec. 9-51; Ordinance 2009-O0016, sec. 1, adopted 3/5/2009)

Sec. 22.02.173 Rights cumulative and nonexclusive

The authority and rights granted in this article are cumulative to any and all legal rights and remedies, methods of collection and/or security available to the City of Lubbock under common law, statutory law, the City's Charter or Code of Ordinances. Nothing contained herein shall limit the authority of the City of Lubbock to refuse utility service when delinquent utility charges exist. (1984 Code, sec. 9-52; Ordinance 2009-O0016, sec. 1, adopted 3/5/2009)

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

Meeting Date: 04/10/2012

Information

Agenda Item

Contract Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute job order Contract 12-10553-JOC with Minnix Commercial Partners, LTD, for the installation of a security fence around the west radio tower.

Item Summary

The contract is for Proposal A or Proposal B, described as follows:

PROPOSAL A:
The contract involves installing 3,000 linear feet of six foot chain link fence around 11 acres at the west radio tower located at 7806 28th Street. The fence includes three strands of barb wire at the top and one ten-foot single slide gate. Total contract amount for Proposal A is $45,109.

PROPOSAL B
The contract involves installing 975 linear feet of six foot chain link fence around the Radio Tower facility and each guy wire anchors located at 7806 28th Street. The fence includes three strands of barb wire at the top, walk gates at each guy wire anchor, and two sixteen-foot double swing gates to access the tower facility. Total contract amount for Proposal B is $28,632.

The contract with Minnix Commercial Partners, LTD., of Lubbock, Texas, is made through BuyBoard Contract No. Area I – 1 MCP – Option 1, using an electronic system known as EZIQC , to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contract is based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

The City Manager recommends Proposal A so that, in addition to providing security to the tower, the fence will contral illegal dumping on the larger side.

Fiscal Impact

Proposal A for $45,109 or Proposal B for $28,632 is appropriated in the Adopted FY 2011-12 Radio Shop Operating Budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Proposal A Reso & Contract
Proposal B Reso & 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, Contract No. 12-10553-JOC for installing a 6' security fence around the west radio tower, by and between the City of Lubbock and Minnix Commercial Partners, Ltd., 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Minnix Commercial
December 27, 2011

Work Order Signature Document

BUYBOARD EQIQC Contract No.: Area I – 1 MCP – Option 1

☐ New Work Order ☐ Modify and Existing Work Order

Work Order Number: 011601.00 Work Order Date:12/05/2011

Work Order Title: City of Lubbock – Install 6' Security Fence Around West Radio Tower

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD.
Contact:	Sid Beach	Contact:	Keenan Davis
Phone:	(806) 775-2276	Phone:	(806) 798-7335

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No Area I – 1 MCP – Option 1.

Brief Work Order Description:

Install 6' Security Fence Around West Radio Tower

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Work Order Number	Location	Amount of Contract
011601.00	West Radio Tower	$45,109.46

CITY OF LUBBOCK

_____
Tom Martin, Mayor

Attest: _____
Rebecca Garza, City Secretary

APPROVED AS CONTENT:

_____
Mark Yearwood, Assistant City Manager

_____
Keenan Davis, Project Manager
Minnix Commercial Partners, LTD

Owner's Representative

_____
Wesley Everett, Director of Facilities

APPROVED AS TO FORM:

_____
Assistant City Attorney

BuyBoard Cooperative Purchasing

EZIQC

Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Sid Beach
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 775-2276

Date Printed: December 05, 2011

Work Order Number: 011601.00

Work Order Title: City of Lubbock - Security Fence for Radio Tower Site

Brief Scope: Install a 6' security fence around approx 11 acres at the radio tower site, it will include 6' 9ga commerical chain link with three strands of barb wire at top, 1 10' single slide gate, and bottom 9 gauge smooth tension wire.

☐	**Preliminary**	☐	**Revised**	☒	**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Provide and Install the following:

2934 Lineal Feet of 6' plus 3 strands Tall Chain Link Fence
2 7/8" Schedule 40 Corner and Gate Posts
1 7/8" Schedule 40 Line Posts on 10' Centers
1 5/8" Schedule 40 Top Rail
45 degree angled barb arms
2" x 9 guage chain link fabric
10' X 6' + 3 Slide Gate
3' deep footings on corners and gate
2' deep footings on line posts
Concrete footins on all Posts
All necessary Hardware and Fittings
9 gauge Tension Wire with 12.5 gauge hog rings
12.5 Gauge Galvanized Steel Wire Ties
3 Strands 2 pt. barbed wire, 12.5 gauge on angled barb arms
Materials and all necessary equipment

Detailed Scope of Work Continues..

Work Order Number: 011601.00
Work Order Title: City of Lubbock - Security Fence for Radio Tower Site

Contractor's Price Proposal CSI - Summary

Date:	December 05, 2011	
Re:	IQC Master Contract #:	Area I - 1 MCP - Option 1
	Work Order #:	011601.00
	Owner PO #:	
	Title:	City of Lubbock - Security Fence for Radio Tower Site
	Contractor:	Minnix Commercial Partners, LTD
	Proposal Value:	$45,109.46

02 - Site Work	**$45,109.46**
Proposal Total	**$45,109.46**

The Percentage of NPP on this Proposal: **54.07%**

Contractor's Price Proposal CSI - Detail

Date: December 05, 2011

Re:
IQC Master Contract #: Area I - 1 MCP - Option 1
Work Order #: 011601.00
Owner PO #:
Title: City of Lubbock - Security Fence for Radio Tower Site
Contractor: Minnix Commercial Partners, LTD
Proposal Value: $45,109.46

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			
02 - Site Work						
1	02711	0006		VLF	4" (10 cm) Diameter Hole, Auger By Machine Fence Post Hole In Soil	$253.02
				Installation	Quantity 40.00 x Unit Price 5.06 x Factor 1.2501 = Total 253.02	
2	02711	0073		LF	1-5/8" (4.1 cm) Outside Diameter Galvanized Steel Post, > 24' In Length	$12,617.21
				Installation	Quantity 2,934.00 x Unit Price 3.44 x Factor 1.2501 = Total 12,617.21	
3	02711	0076		LF	2" (5.1 cm) Outside Diameter Galvanized Steel Post, 7' To 10' In Length	$2,970.24
				Installation	Quantity 480.00 x Unit Price 4.95 x Factor 1.2501 = Total 2,970.24	
4	02711	0683		LF	Galvanized Barbed Wire, Per Strand, Includes ClipsNote: 4 Points 12-1/2 Gauge, Class I	$3,851.18
				Installation	Quantity 8,802.00 x Unit Price 0.35 x Factor 1.2501 = Total 3,851.18	
5	02MOD	0683	0776		For Quantities > 2000, Deduct	-$550.17
				Installation	Quantity 8,802.00 x Unit Price -0.05 x Factor 1.2501 = Total -550.17	
6	02711	0714		LF	9 Gauge, Vinyl Coated Steel, Reinforcing Wire Coiled Spring	$1,577.15
				Installation	Quantity 2,934.00 x Unit Price 0.43 x Factor 1.2501 = Total 1,577.15	
					Tension Wire for Bottom of Fence.	
7	**02711**	**9801**		**LF**	**9 Gauge, 2", Coiled Spring Mesh & 1-7/8" Line Posts 10' O.C. Set in Concrete**	**$24,390.83**
			NPP	**Installation**	**Quantity 2,934.00 x Unit Price 8.65 x Factor 1.2501 = Total 24,390.83**	
Subtotal for 02 - Site Work						**$45,109.46**

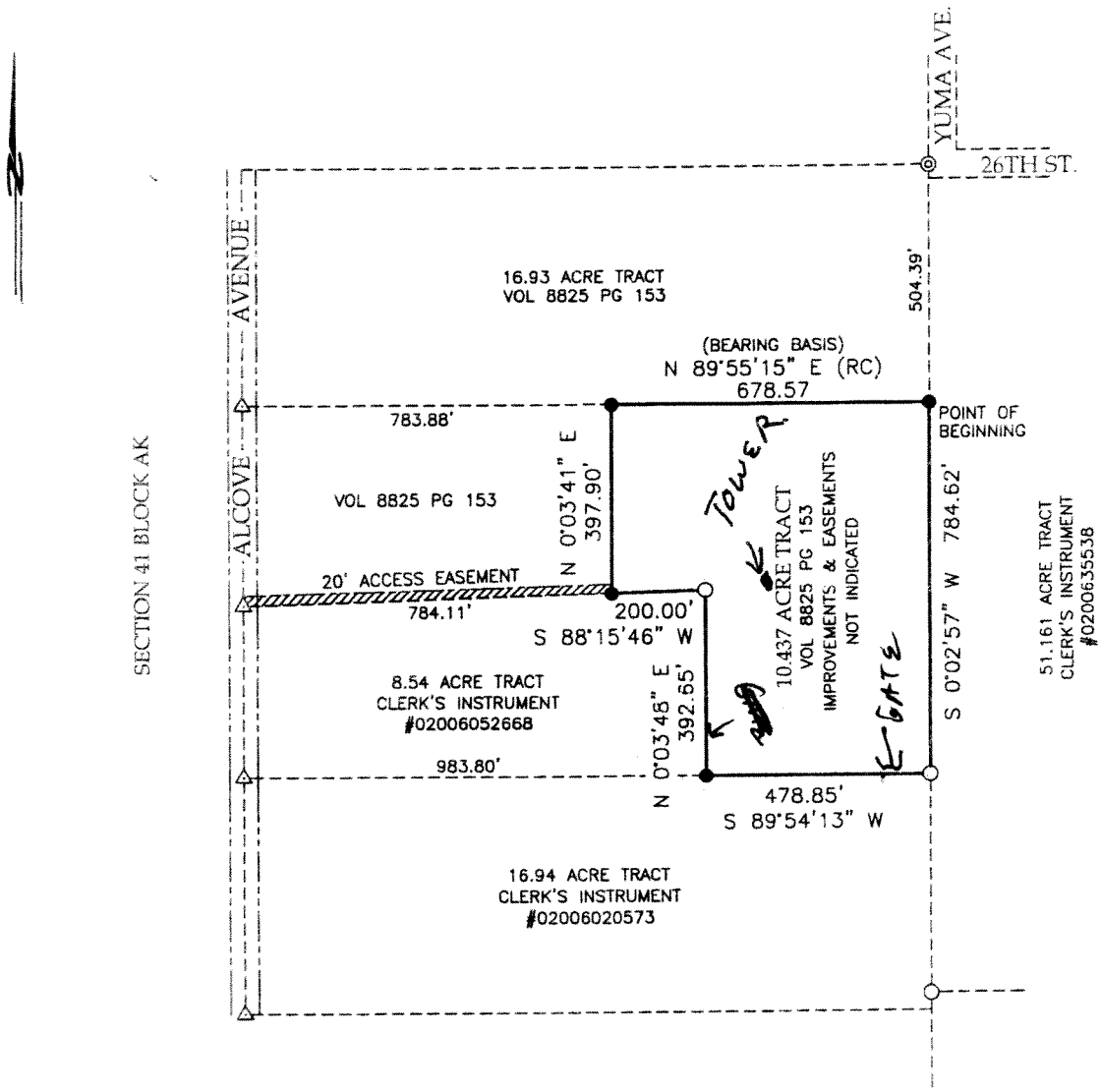
Proposal Total $45,109.46

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 54.07%

BOUNDARY SURVEY OF A 10.437 ACRE TRACT IN SECTION 42, BLOCK AK, E.L. & R.R. RY. CO. SURVEY, LUBBOCK COUNTY, TEXAS

(METES AND BOUNDS DESCRIPTIONS ON SEPARATE INSTRUMENT)



LEGEND:

SCALE: 1" = 400'
HEAVY LINES INDICATE LIMITS OF SURVEY.
○ = FOUND 1/2" IRON ROD WITH CAP (PMRD).
△ = FOUND RAILROAD SPIKE (PMRD).
◎ = FOUND 1 1/4" IRON PIPE (PMRD).
● = SET 1/2" IRON ROD WITH CAP.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE.

SURVEYORS REPORT:

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE INDIVIDUAL AND/OR INSTITUTIONS NAMED ON THIS SURVEY. IT IS NON TRANSFERABLE TO ADDITIONAL INSTITUTIONS

I, ROBERT L. SMITH, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED:
DECEMBER 18, 2007

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. 12-10553-JOC for the installment of a 6' security fence around west radio tower, by and between the City of Lubbock and Minnix Commercial Partners, LTD, 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 _____.

_____
TOM MARTIN, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Minnix
March 20, 2012

Work Order Signature Document

BUYBOARD EQIQC Contract No.: Area I – 1 MCP – Option 1

☐ **New Work Order** ☐ **Modify and Existing Work Order**

Work Order Number: 011601.00 Work Order Date:02/22/2012

Work Order Title: City of Lubbock – Install 6' Security Fence Around West Radio Tower

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD.
Contact:	Sid Beach	Contact:	Keenan Davis
Phone:	(806) 775-2276	Phone:	(806) 798-7335

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No Area I – 1 MCP – Option 1.

Brief Work Order Description:

Install 6' Security Fence Around West Radio Tower

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Work Order Number	Location	Amount of Contract
011601.00	**West Radio Tower**	**$28,632.14**

CITY OF LUBBOCK

Tom Martin, Mayor

Attest: _____
Rebecca Garza, City Secretary

APPROVED AS CONTENT:

Mark Yearwood, Assistant City Manager

Keenan Davis, Project Manager
Minnix Commercial Partners, LTD

Owner's Representative

Wesley Everett, Director of Facilities

APPROVED AS TO FORM:

Assistant City Attorney

BuyBoard® Cooperative Purchasing

EZIQC

Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Sid Beach
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 775-2276

Date Printed: February 22, 2012

Work Order Number: 011601.00

Work Order Title: City of Lubbock - Security Fence for Radio Tower Site

Brief Scope: Install a 6' security fence around building and around each guy wire.
Walk gates for each guy wire area.
2 drive gates for area around building.
Barbed wire on top.

☐	**Preliminary**	☐	**Revised**	☒	**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Provide and Install the following:

975 Lineal Feet of 6' plus 3 strands Tall Chain Link Fence
2 7/8" Schedule 40 Corner and Gate Posts
1 7/8" Schedule 40 Line Posts on 10' Centers
1 5/8" Schedule 40 Top Rail
45 degree angled barb arms
2" x 9 guage chain link fabric
6 4' Walk Gates at each guy wire.
2 16' Double Swing Gates with 6 hinges, 2 rollers with concrete pads and drop bar assembly.
3' deep footings on corners and gate
2' deep footings on line posts
Concrete footings on all Posts
All necessary Hardware and Fittings
9 gauge Tension Wire with 12.5 gauge hog rings
12.5 Gauge Galvanized Steel Wire Ties
3 Strands 2 pt. barbed wire, 12.5 gauge on angled barb arms
Materials and all necessary equipment

Detailed Scope of Work Continues..

Work Order Number: 011601.00
Work Order Title: City of Lubbock - Security Fence for Radio Tower Site

Contractor's Price Proposal CSI - Summary

Date:	February 22, 2012	
Re:	IQC Master Contract #:	Area I - 1 MCP - Option 1
	Work Order #:	011601.00
	Owner PO #:	
	Title:	City of Lubbock - Security Fence for Radio Tower Site
	Contractor:	Minnix Commercial Partners, LTD
	Proposal Value:	$28,632.14

02 - Site Work	**$28,632.14**
Proposal Total	**$28,632.14**

The Percentage of NPP on this Proposal: **28.31%**

Contractor's Price Proposal CSI - Detail

Date: February 22, 2012

Re:

IQC Master Contract #:	Area I - 1 MCP - Option 1
Work Order #:	011601.00
Owner PO #:	
Title:	City of Lubbock - Security Fence for Radio Tower Site
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$28,632.14

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	**Equip.**	**Material**	**(Excluded if marked with an X)**			
02 - Site Work						
1	02711	0017		CF	Rock Drill Post Hole, Rock	$5,189.29
				Installation	Quantity 411.00 x Unit Price 10.10 x Factor 1.2501 = Total 5,189.29	
2	02711	0073		LF	1-5/8" (4.1 cm) Outside Diameter Galvanized Steel Post, > 24' In Length	$4,192.84
				Installation	Quantity 975.00 x Unit Price 3.44 x Factor 1.2501 = Total 4,192.84	
3	02MOD	0073	0699	EA	For Each Double Barbed Wire Arm, Add	$416.53
				Installation	Quantity 98.00 x Unit Price 3.40 x Factor 1.2501 = Total 416.53	
4	02711	0076		LF	2" (5.1 cm) Outside Diameter Galvanized Steel Post, 7' To 10' In Length	$2,784.60
				Installation	Quantity 450.00 x Unit Price 4.95 x Factor 1.2501 = Total 2,784.60	
5	02MOD	0076	0702	EA	For Each Double Barbed Wire Arm, Add	$274.52
				Installation	Quantity 45.00 x Unit Price 4.88 x Factor 1.2501 = Total 274.52	
6	02711	0274		EA	4' (1.2 m) Wide x 6' (1.6 m) High Single Gate Galvanized Steel Without Barbed Wire	$1,352.21
				Installation	Quantity 6.00 x Unit Price 180.28 x Factor 1.2501 = Total 1,352.21	
7	02MOD	0274	0756		For Gate With Double Barb Wire Arm, Add	$186.84
				Installation	Quantity 6.00 x Unit Price 24.91 x Factor 1.2501 = Total 186.84	
8	02711	0626		EA	20' Pipe Gate, Swinging (Road Access Barrier)	$4,508.91
				Installation	Quantity 2.00 x Unit Price 1,803.42 x Factor 1.2501 = Total 4,508.91	
9	02711	0683		LF	Galvanized Barbed Wire, Per Strand, Includes ClipsNote: 4 Points 12-1/2 Gauge, Class I	$1,279.79
				Installation	Quantity 2,925.00 x Unit Price 0.35 x Factor 1.2501 = Total 1,279.79	
10	02MOD	0683	0776		For Quantities > 2000, Deduct	-$182.83
				Installation	Quantity 2,925.00 x Unit Price -0.05 x Factor 1.2501 = Total -182.83	
11	02711	0714		LF	9 Gauge, Vinyl Coated Steel, Reinforcing Wire Coiled Spring	$524.10
				Installation	Quantity 975.00 x Unit Price 0.43 x Factor 1.2501 = Total 524.10	
					Tension Wire for Bottom of Fence.	
12	**02711**	**9801**		**LF**	**9 Gauge, 2", Coiled Spring Mesh & 1-7/8" Line Posts 10' O.C._Set in Concrete**	**$8,105.34**
			NPP	**Installation**	**Quantity 975.00 x Unit Price 6.65 x Factor 1.2501 = Total 8,105.34**	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 011601.00
Work Order Title: City of Lubbock - Security Fence for Radio Tower Site

Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Subtotal for 02 - Site Work					**$28,632.14**

Proposal Total **$28,632.14**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **28.31%**


city of
lubbock
TEXAS

Supplemental Information

for

Contract & Procurement Related Agenda Items


city of
lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor. 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 – 25,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $25,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $25,000	City Manager	Written proposals	GC §2254.003
More than $25,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $25,000	City Manager	Rotation list	GC §2254.004
More than $25,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $25,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $25,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $25,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $25,000	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 $25,000	City Manager	Negotiated	LGC §252.048
More than $25,000	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 §252.044 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.