City of Lubbock, Texas
Regular City Council Meeting
Thursday, January 10, 2013

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1. - 1.4.

6:15 p.m. -- City Council reconvenes in open session to consider items 2. - 7.1.

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. Cause No. 03-11-00459-CV, In the Third Judicial District Court of Appeals, Austin, Texas.

1. 1. 2. Cause No. 05-11-00935-CV, In the Fifth Judicial District Court of Appeals, Dallas, Texas.

1. 1. 3. Health Benefits: In the matter of the arbitration between the City of Lubbock and HealthSmart Holdings, Inc., et al, Case No. 71-193-Y-00084-08.

1. 1. 4. Consider regulatory options available to the City of Lubbock in connection with the availability, sale, use and criminalization of synthetic psychoactive designer drugs, including synthetic marijuana.

1. 2. 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.

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

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

1. 3. 1. to discuss, vote, and take final action on customer billing and electric power pricing

1. 3. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies

1. 3. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding duties, responsibilities, and/or appointments to the Lubbock Business Park TIF Reinvestment Zone Board of Directors.

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Baron Eliason, Westminster Presbyterian Church.

2. 2. Pledges of Allegiance.

2. 3. Electric Utility Board:
Suzanne Blake

Lubbock Economic Development Alliance:
Tim Collins

Market Lubbock Inc.:
Tim Collins

Urban Renewal & Neighborhood Redevelopment Commission:
Marcus Borhani

3. **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.**

3. 1. Gina Johnson will appear before the City Council to discuss synthetic marijuana.

4. **Minutes**

4. 1. November 29, 2012 Regular City Council Meeting

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

5. 1. **Contract Resolution - Finance:** Consider a resolution authorizing the Mayor to execute contract 11033 with Star Landscape for landscape maintenance in the North Point Public Improvement District, Bid 13-11033-TL.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-O0143 Amendment 13 amending the FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on November 20, 2012, by amending Capital Improvement Project 92203, High Line Truck Covered Parking, and amending Capital Improvement Project 92283, Massengale (MGL) 6 and 7 Cooling Tower Replacement.

5. 3. **Budget Ordinance Amendment 2nd Reading – Finance**: Consider Budget Ordinance 2012-O0142 Amendment 12 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Federal Job Access Reverse Commute (JARC) 5316 Grant and the Federal New Freedom Mobility Management 5317 Grant.

5. 3. 1. **Resolution - CitiBus**: Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute amendment 02 of the FY 2012 Federal Transit Administration Job Access and Reverse Commute Program Grant (Citibus).

5. 3. 2. Resolution - CitiBus: Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute Amendment 02 of the FY 2012 New Freedom Mobility Management Grant (Citibus).

5. 4. **Ordinance 2nd Reading - Business Development:** Consider an ordinance 2012-O0142 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication.

5. 5. **Resolution – Public Works Engineering:** Consider a resolution allowing islands in public streets in the Elm Park Addition on Oakridge Avenue and 30th Street.

5. 6. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 10578 with Parkhill Smith and Cooper, Inc., for a Professional Services Agreement for permitting and design of a Bio-Solids Management Facility for the Wastewater Treatment Plant, RFQ 12-10578-CI.

5. 7. **Contract Resolution – Public Works Engineering:** Consider a Resolution authorizing the Mayor to execute Amendment No. 1 to professional services contract 10844 with Freese and Nichols, Inc., for engineering services associated with the final design and bid phase services of the Bailey County Well Field supply pipeline project.

5. 8. **Contract Resolution – Public Works Engineering:** Consider a Resolution authorizing the Mayor to execute construction contract 11079 with Lewis Construction Company, Inc., for construction services associated with the Milwaukee Avenue and Marsha Sharp Freeway (U.S. 82) water line re-route.

5. 9. **Contract Resolution – Public Works Water:** Consider a resolution authorizing the Mayor to execute purchase order Contract 22300034 with MARS Company for a water meter test bench, RFP 13-10982-CI.

5. 10. **Cash Farm Lease Agreement Resolution-Right-of-Way:** Consider a resolution authorizing the Mayor to execute contract 11137 with Andrew Adams to farm approximately 60.08 acres out of the southwest quarter of Section 2, Block B, and the east half of Section 3, Block B, Lubbock County, Texas.

5. 11. **Cash Farm Lease Agreement Resolution-Right-of-Way:** Consider a resolution authorizing the Mayor to execute contract 11136 with Kim Sherrod to farm approximate 100 acres out of the southeast quarter of Section 12, Block B, Lubbock County, Texas.

5. 12. **Contract Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 11130 with Armko Industries, Inc., for architectural and engineering services required to develop specifications and drawings for replacement of the Lubbock Memorial Civic Center roof.

5. 13. **Resolution - Civic Lubbock, Inc.**: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the second of two granting periods for the 2012 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2011-12.

5. 14. **Contract Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 11107 with Marian Moss Enterprises and TIBH Industries (TIBH) for litter control and disposal at municipal baseball fields, softball fields, and park facilities.

5. 15. **Contract Resolution - Parks and Recreation:**Consider a resolution authorizing the Mayor to execute a contract with Circle R Lawn and Sprinkler for the application of pre-and-post emergent herbicides at various park properties, BID-13-11021-CI.

5. 16. **Resolution - Parks & Recreation**: Consider a resolution authorizing the Mayor to reject all bids for Granular Fertilization for Various Park Properties, BID-13-11020-CI.

5. 17. **Contract Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 10631 with EnviroCon Systems, Inc. for the irrigation pond liner replacement for Meadowbrook Golf Course, Bid 12-10631-RH.

5. 18. **Resolution - Parks and Recreation:** Consider a Resolution authorizing the Mayor to execute contract 11138, an Athletic Facility License Agreement, with various baseball, softball, soccer and cricket user groups.

5. 19. **Contract Resolution - Health Services**: Consider a resolution authorizing the Mayor to execute contract 11122 an agreement with South Plains College Vocational Nursing School to allow students to observe in City clinics.

5. 20. **Contract Resolution - Health Services**: Consider a resolution authorizing the Mayor to execute contract 11123 a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, which will assist individuals with referrals for needed care.

5. 21. **Contract Resolution - Health Services**: Consider a resolution authorizing the Mayor to execute contract 11124 a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, for substance abuse, treatment, and referral.

5. 22. **Contract Resolution - Health Services:** Consider a resolution authorizing the Mayor to execute contract 11125 a Memorandum of Understanding with StarCare Specialty Health Specialty, formerly known as MHMR, which would allow education, outreach, referrals, and/or treatment.

5. 23. **Contract Resolution - Fleet**: Consider a resolution authorizing the Mayor to execute purchase order contract 31013284 with Warren CAT for landfill equipment.

5. 24. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31013283 with Associated Supply Company, Inc., for a Wheel Loader landfill operations.

5. 25. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31013347 with Gene Messer Chevrolet for light duty vehicles, BID 13-11066-RH.

5. 26. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31013348 with Scoggin-Dickey Chevrolet-Buick for light duty vehicles, BID 13-11066-RH.

5. 27. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31013349 with Forman's Pick Up Pals, Inc. for 17 light duty vehicle service bodies or flat beds, BID 13-11066-RH.

5. 28. **Contract Resolution - Fleet**: Consider a resolution authorizing the Mayor to execute purchase order contract 31013285 with Responder Public Safety Equipment for the purchase of vehicle unit storage vaults for police patrol division, BID 13-11069-RH.

5. 29. **Contract Resolution – Police**: Consider a resolution authorizing the Mayor to execute contract 11036 with G.T. Distributors Inc., for duty and training ammunition, BID 13-11036-TL.

5. 30. **Contract Resolution - CitiBus:** Consider a resolution authorizing the Mayor to execute a Transportation Development Credit Agreement, TxDOT Project TDC 1301 (05), with the Texas Department of Transportation (TxDOT).

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning**: Zone Case 2909-C. Conduct a public hearing to consider the request of CMS Properties, on behalf of S&S Commercial Properties, Ltd., for a zoning change from IHC to A-2 for apartments on 12.195 acres of unplatted land out of Block AK, Section 36, west of Justice Avenue and north of 66th Street, and consider an ordinance.

6. 2. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3195. Conduct a public hearing to consider the request of Barbara Beck for a zoning change from T to C-3 for an office/retail center on 8.42 acres of unplatted land out of Block AK, Section 9, 5815 and 5911 130th Street, and consider an ordinance.

6. 3. **Public Hearing 6:30 p.m. - Planning**: Zone Case 3197. Conduct a public hearing to consider the request of Shannon Vyff for a zoning change from R-1 to R-1 Design Historical for the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition (2014 17th Street), and consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. - Planning:** Zone Case 2895-I. Conduct a public hearing to consider the request of Betenbough Homes for a zoning change from R-1 Specific Use to GO on 1.7429 acres of unplatted land out of Block AK, Section 28 (east of Milwaukee Avenue at 88th Street), and consider an odrinance.

6. 5. **Public Hearing 6:30 - Planning:** Zone Case 2904-F. Conduct a public hearing to consider the request of the City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC on Lots 1 – 15, and the east part of Lots 16 – 21, Block 31, Easley Addition; Lots 1 – 30, Low & McNabb Addition; Lots 1 – 9, Block 2, Lots 1 – 4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C. Taylor Addition and adjacent Railroad Right-of-Way; Lots 12 – 21, Block 7, William Tubbs Addition (east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street), and consider an ordinance.

6. 6. **Public Hearing 6:30 p.m. - Planning:** Zone Case 3196. Conduct a public hearing to consider a request from Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic on the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition (4101 and 4105 Interstate 27 and 546 42nd Street), and consider an ordinance.

6. 7. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31013351 with Sam Pack's Five Star Ford for light duty vehicles and service body, BID 13-11066-RH.

6. 8. **Resolution - Storm Water:** Consider a resolution adopting recommendations of the ad hoc Storm Water Committee concerning the calculation and assessment of storm water utility charges, and directing the City Manager and the LP&L Chief Executive Officer regarding preliminary activities in connection with the implementation thereof.

6. 9. **Board Appointments - City Secretary**: Consider one appointment to the Lubbock Business Park TIF Reinvestment Zone Board of Directors, one appointment to the Lubbock Economic Development Alliance Board of Directors, and one appointment to Market Lubbock, Inc. Board of Directors.

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 if the item indicates to the public the action to be taken.**

7. 1. Presentation on Ports-to-Plains.

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 10, 2013 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	LUBBOCK BUSINESS PARK TIF REINVESTMENT ZONE	McKAY, KENNY	01.01.13	N/A		REPLACE	N/A

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 12/19/2012

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

Lubbock Business Park TIF Reinvestment Zone
Board of Directors

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (5)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	80.0% (4)
Female	51.5%	53.0%	26.8%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	20.0% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	80.0% (4)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Lubbock Business Park District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council.

QUALIFICATIONS: Members must be at least 18 years of age and a resident of the county; or 18 years of age and own real property in the zone.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
McKay, Kenny (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Kenny McKay:

John Osborne (M,A,0) LEDA / MLI

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/19/2012

Sorted: By Preference

Lubbock Business Park TIF Reinvestment Zone

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1211		Osborne	John	M	A		40-49	President & CEO	LEDA / MLI	0
Second Preference:										
Third Preference:										
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										

Committee #124 Lubbock Business Park TIF Reinvestment Zone

Perm./Temp. Board: P

	Confidential	Home	Business		Reappt Elig.
Gillit Mr. Les	Y	6726 76th Street Lubbock TX 79424	Standard Sales Co., LP 901 East 66th Street Lubbock TX 79404	Curr: 1/1/2013 - 1/1/2015 2nd: - 1st: 3/25/2010 - 1/1/2013	Y
	Y	(806) 794-3553 CEL	(806) 745-5263	Fax:	
E-mail lgillit@standardsales.com					
Henry Mrs. Sandy	Y	3302 43rd Street Lubbock TX 79413	Science Spectrum 2579 South Loop 289, Suite 25 Lubbock TX 79423	Curr: 1/1/2013 - 1/1/2015 2nd: - 1st: 3/25/2010 - 1/1/2013	Y
	Y	(806) 799-2042 CEL	(806) 748-1040	Fax: (806) 745-1115	
E-mail sandy@sciencespectrum.org					
McKay Mr. Kenny	Y	6707 Santa Fe Lubbock TX 79407	Lubbock Economic Developm	Curr: 1/14/2010 - 1/1/2013 2nd: - 1st: -	Y
	Y	(806) 785-5492 (806) 795-7274 CEL		Fax:	
E-mail					
Sharbutt Mr. David	Y	4621 91st Street Lubbock TX 79424	1600 Broadway 4412 74th Street B100 Lubbock TX 79424	Curr: 1/1/2012 - 1/1/2014 2nd: - 1st: 1/14/2010 - 1/1/2012	Y
	Y Y Y	(806) 783-0133 (806) 438-7707 CEL		Fax:	
E-mail dsharbutt@zona.net					
Whitehead Mr. Tony	Y	4618 86th Street Lubbock TX 79424	Prosperity Bank P.O. Box 1401 Lubbock TX 79401	Curr: 1/1/2012 - 1/1/2014 2nd: - 1st: 1/14/2010 - 1/1/2012	Y
	Y Y Y	(806) 794-7028 CEL	(806) 741-2110	Fax: (806) 747-5843	
E-mail tony.whitehead@prosperityban					

Chair/Pres:	Sandy Henry	**Staff Liaison:**	Cheryl Brock
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

*** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! **

Last Update: 12/19/2012

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 29, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 29th of November, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

3:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; 2.1-2.4; Citizen Comments (3.1); Sign-ups (3.2); 6.10; Sign-ups Continued (3.3); 4.1; 6.9; 7.1-7.2; 6.1-6.8; 6.11-6.12; 5.6-5.7; 5.12; 5.14; 5.16; 5.19; 5.1-5.5; 5.8-5.11; 5.13; 5.15; and 5.17-5.18.*
- *Item 7.3 was deleted.*

1. Executive Session

The meeting was called into a closed public session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 6:15 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071 (a), to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Electric Utility Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Emergency Communications District Board of Managers, and Urban Renewal & Neighborhood Redevelopment Commission.

1. 2. 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. 2. 1. Concerning Chapters 380, 501 and 504 of the Texas Local Government Code; Article 3, Sections 52 and 52-a of the Texas Constitution; the contract with Market Lubbock, Inc. and any amendments thereto, the Articles of Incorporation and Bylaws of Market Lubbock, Inc.; the Articles of Incorporation of Lubbock Economic Development Alliance and the Bylaws of Lubbock Economic Development Alliance.

1. 2. 2. Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega v. Clinton Lewis and Jeffery Steven Simpson, Both in their individual and official Capacities as Police Officers for the City of Lubbock, Texas, and City of Lubbock. Civil No. 5:11-CV-00116-C; United States District Court, Northern District of Texas, Lubbock Division.

1. 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.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

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

1. 4. 1. Discuss and deliberate generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

1. 4. 2. Discuss and deliberate agreements, proposals and strategies related to plans, studies, proposals and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

1. 4. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

6:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Dr. Wyatt Fenno, Westmont Christian Church.

Dr. Wyatt Fenno, Westmont Christian Church, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition for the volunteers who participated in the Veterans Honor Flight.

Mayor Robertson presented special recognition to the volunteers who participated in the Veterans Honor Flight. First Responders of the City of Lubbock and Lubbock County appeared to accept the recognition. Eddie Kirkpatrick, retired from the Lubbock Fire Department, gave thanks to all of the volunteers who participated.

2. 4. Appointments Advisory Board:
Judith Keller (unable to attend)

Citizens Traffic Commission:
Paige Holland (unable to attend)

Health & Educational Facilities Development Corporation:
Dr. Cynthia Dunn (unable to attend)
Marlise Hernandez (unable to attend)

Lubbock Economic Development Alliance Board of Directors:
Jim Gilbreath gave comments and thanked the Council for his appointment.

Market Lubbock, Inc. Board of Directors:
Jim Gilbreath

Planning & Zoning Commission:
Dan Wilson (unable to attend)

3. 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.

3. 1. Gina Johnson will appear before the City Council to discuss the availability of synthetic marijuana in local smoke shops.

Gina Johnson appeared before Council to discuss the availability of synthetic marijuana in local smoke shops. Ms. Johnson asked City Council to pass an ordinance banning synthetic marijuana.

3. 2. Sign-ups:

- John Michael Getz, Quinn Pollard, Jent Burke, Rhonda Craig, Noe Brito, and Dorothy Sapp appeared before Council to speak in support of a city-wide ban of synthetic marijuana.

3. 3. Sign-ups (Continued):

- Donna Walz and LeEarl Bryant appeared before Council to speak in opposition to the proposed 50th Street site for the Godeke Library.
- Becky Garcia, Crystal Ysasaga, Anna Ysasaga, Madyson Blanco, and Michael Zane Cuevas appeared before Council to speak about missing teen Mark Anthony Ysasaga.
- Nicholas Muniz, Amaris Garcia, and Alejandro Huerta appeared before Council to speak in support of appointing Christy Martinez Garcia to serve on the Electric Utility Board.
- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Burley Owen and Mikel Ward appeared before Council to discuss Lubbock Economic Development Alliance and Market Lubbock.
- Armando Gonzales, Anna Luera, and Ysidro Gutierrez appeared before Council to speak in support of items 6.1 and 6.2 (Zone Cases 3189 and 3191, Dollar General).
- Naida Gonzales appeared before Council to speak in support of items 6.1 and 6.2 (Zone Cases 3189 and 3191, Dollar General) as well as to speak in support of a city-wide ban of synthetic marijuana and missing teen Mark Anthony Ysasaga.

- Elmer Etgen, Jerry Robinson, Charles Spoon, Robert E. Lee, Robert Fletcher, and Gilbert Salinas appeared before Council to speak in opposition of items 6.1 and 6.2 (Zone Cases 3189 and 3191, Dollar General).

4. Minutes

4. 1. October 9, 2012 Special City Council Meeting (Audit & Investment)
October 25, 2012 Regular City Council Meeting
October 31, 2012 Special City Council Meeting (Economic Forecast)
November 2, 2012 Special City Council Meeting (Pinning Ceremony)

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve the October 9, 2012 Special City Concil Meeting (Audit & Investment) minutes; the October 25, 2012 Regular City Council Meeting minutes; the October 31, 2012 Special City Council Meeting (Economic Forecast) minutes; and the November 2, 2012 Special City Council Meeting (Pinning Ceremony) 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 Todd R. Klein, seconded by Council Member Floyd Price to approve items 5.6-5.7; 5.12; 5.14; 5.16; and 5.19.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0136, Amendment 10, amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funds from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; respecting the Criminal Investigation Special Revenue Fund, fund 142.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0136.

Vote: 7 - 0 Motion carried

5. 2. **Budget Ordinance Amendment 2nd Reading – Finance** : Consider Budget Ordinance 2012-O0127, Amendment 9, amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0127.

Vote: 7 - 0 Motion carried

5. 3. **Resolution - Finance** : Resolution No. 2012-R0453 authorizing the City Manager to cause publication of the public hearing on the proposed designation of a Reinvestment Zone and to deliver the Notice of Intent.

Cheryl Brock, Budget Director, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0453.

Vote: 7 - 0 Motion carried

5. 4. **Contract Resolution - Finance** : Resolution No. 2012-R0454 authorizing the Mayor to execute a service agreement between the City of Lubbock and Wells Fargo Merchant Services to provide merchant card services, RFP 12-10949-DT.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0454.

Vote: 7 - 0 Motion carried

5. 5. **Contract Resolution – Public Works Engineering:** Resolution No. 2012-R0455 authorizing the Mayor to execute unit price contract 10839 with Allen Butler Construction, Inc., of Ransom Canyon, Texas, for repair of the erosion on the dry side of the John T. Montford Dam, RFP 12-10839-MA.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0455.

Vote: 7 - 0 Motion carried

5. 6. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0449 authorizing the Mayor to execute an agreement with S&S Commercial Properties for the paving of the City's unpaved portion of 66th Street East of Iola Avenue.

5. 7. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0450 authorizing the Mayor to execute unit price Contract 10964 with Lone Star Dirt and Paving, Ltd., for strip paving of 114th Street between Memphis Avenue and Indiana Avenue, BID 12-10964-CI.

5. 8. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0456 authorizing the Mayor to execute Job Order Contract 13-11040-JOC with Talon/LPE of Amarillo, Texas, for the demolition of residential properties on Milwaukee Avenue.

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

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0456.

Vote: 7 - 0 Motion carried

5. 9. **Contract Resolution – Public Works Engineering:** Resolution No. 2012-R0457 authorizing the Mayor to execute Change Order No. 2 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0457.

Vote: 7 - 0 Motion carried

5. 10. **Ordinance 1st Reading - Public Works Engineering:** Ordinance No. 2012-O0137 amending Section 30.03.008 of the Code of Ordinances with regard to adopting the latest Federal Emergency Management Agency (FEMA) Flood Insurance Study and Flood Insurance Rate Maps and making associated changes; adding a definition of Base Flood Elevation.

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

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0137.

Vote: 7 - 0 Motion carried

5. 11. **No Surface Access Geophysical Permit Resolution-Right-of-Way:** Resolution No. 2012-R0458 authorizing the Mayor to execute a no surface access geophysical permit with Santo Petroleum, L.L.C., on City owned property in Lubbock County, Texas, 5114 East F.M. 1585.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0458.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 12. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2012-O0135 abandoning and closing two drainage easements located in Section 36, Block AK, Lubbock County, Texas, 6301 Spur 327.

5. 13. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0138 abandoning and closing a portion of a drainage easement located in Tract A, Tuscany Place, an addition to the City of Lubbock, Texas, 6312 73rd.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2012-O0138.

Vote: 7 - 0 Motion carried

5. 14. **Contract Resolution - Fleet Services** : Resolution No. 2012-R0451 authorizing the Mayor to execute purchase order Contract 31012866 with Randall Reed's Prestige Ford for light duty vehicles per ITB 13-11009-RH.

5. 15. **Contract Resolution - Facilities** : Resolution No. 2012-R0459 authorizing the Mayor to execute Job Order Contract 13-10944-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the demolition of the former Health Department located at 1902 Texas Ave.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0459.

Vote: 7 - 0 Motion carried

5. 16. **Contract Resolution - Information Technology / Police Department** :Resolution No. 2012-R0452 authorizing the Mayor to execute purchase order Contract 94000003 with L-3 Communications Mobile-Vision, Inc. for the purchase of three AlertVu Automatic License Plate Recognition Systems for Parking Control.

5. 17. **Resolution - Risk Management** : Consider a resolution authorizing the City Manager to amend the City's workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson to postpone indefinitely.

Vote: 7 - 0 Motion carried

5. 18. **Resolution - Community Development** :Resolution No. 2012-R0460 granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2012 for the Lubbock Housing Authority (LHA).

Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0460.

Vote: 7 - 0 Motion carried

5. 19. **Ordinance 2nd Reading - Planning** : Zone Case 3192 Ordinance 2012-O0128 request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition, 4025 34th Street.

6. Regular Agenda

6. 1. **Continued Public Hearing 6:30 p.m. - Planning** : Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.

This item failed.

Matt Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 9:45 p.m.

LeEarl Bryant, Jerry Robinson, Gilbert Salinas, and Phyllis Wheeler appeared to speak in opposition.

Mark and Mike Hindman, and Armando Gonzales appeared to speak in favor.

Mayor Robertson closed the public hearing at 10: 08 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy, to approve item 6.1.

Vote: 5 - 2 Motion failed - "Under Section 211.005(d) of the Texas Local Government Code, if a proposed zone change is protested by at least 20% of the owners of the land within 200 feet of the proposed change, the affirmative vote of at least three-fourths of all members of the governing body is required to enact the change."

NAY: Mayor Glen C. Robertson
Council Member Todd R. Klein

6. 2. **Continued Public Hearing 6:30 p.m. - Planning** : Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.

This item failed.

Matt Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 9:45 p.m.

LeEarl Bryant, Jerry Robinson, Gilbert Salinas, and Phyllis Wheeler appeared to speak in opposition.

Mark and Mike Hindman, and Armando Gonzales appeared to speak in favor.

Mayor Robertson closed the public hearing at 10: 08 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy, to approve item 6.2.

Vote: 5 - 2 Motion failed - "Under Section 211.005(d) of the Texas Local Government Code, if a proposed zone change is protested by at least 20% of the owners of the land within 200 feet of the proposed change, the affirmative vote of at least three-fourths of all members of the governing body is required to enact the change."

NAY: Mayor Glen C. Robertson
Council Member Todd R. Klein

6. 3. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0131, Zone Case 1947-G, request of Matt Sefcik for Lubb Inc., for a zoning change from IHC Interstate Commercial to A-2 high density apartments for garden style apartment units on Tract A-1, Ana's Garden Addition, 5820 34th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 10:14 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 10:14 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0131.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0132, Zone Case 2984-H, request of CMS Properties for S&S Commercial Properties, Ltd., for a zoning change from A-1 and C-3 to A-2 for apartments on 17.91 acres of unplatted land out of Block AK, Section 38, south of 34th Street and west of Milwaukee Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 10:14 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 10:14 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0132.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0133, Zone Case 3193, request of Albert Skibell, Inc., for a zoning change from T to C-3 on 13.156 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Indiana Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 10:14 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 10:14 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0133.

Vote: 7 - 0 Motion carried

6. 6. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0134, Zone Case 3194, request of West Texas Engineering, LLC, for RBA Investments, LLC, for a zoning change from R-1 to C-2 for a Dollar General store on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 10:14 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 10:14 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0134.

Vote: 7 - 0 Motion carried

6. 7. **Ordinance Amendment 2nd Reading- City Council** : Ordinance 2012-O0129, amending Chapter 2, of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0129.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson

6. 8. **Budget Ordinance Amendment 2nd Reading – City Council** :Budget Ordinance 2012-O0130, Amendment 8, amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0130.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt

6. 9. **Resolution - City Council** : Resolution No. 2012-R0447 authorizing the Mayor and City Council to call upon the Texas Legislature to reexamine the public school accountability system in Texas.

Dr. David Vroonland, Frenship ISD Superintendent, gave comments and answered questions from Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0447.

Vote: 7 - 0 Motion carried

6. 10. **Contract of Sale Resolution-Libraries:** Resolution No. 2012-R0446 authorizing the Mayor to execute a commercial contract of sale between the City of Lubbock and Platinum Bank for the acquisition of Lots 103, 104, and the west 71' of Lot 105, Indian Acres Addition, to the City of Lubbock, for the new Godeke Library site, 3838 50th Street.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0446.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to amend the main motion by striking the words "execute any and all additional documents necessary to purchase the above-referenced property on behalf of the City" and insert the following:

- "terminate the contract of sale pursuant to the provisions thereof on behalf of the City."

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Vote was then taken to approve Resolution No. 2012-R0446 as amended.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

6. 11. **Resolution - City Attorney** : Resolution No. 2012-R0448 for a Compromise Settlement Agreement and Release of all Claims in Cause No. 2011-558,674, 237th District Court of Lubbock County, Texas, styled Robert S. Heinsch v. City of Lubbock.

Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0448.

Vote: 7 - 0 Motion carried

6. 12. **Board Appointments - City Secretary** : Consider one appointment to the Board of Health, one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board, two appointments to the Libraries Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications Board of Managers, two appointments to Market Lubbock, Inc. Board of Directors, one appointment to the Model Codes & Construction Advisory Board, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

Board of Health: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price, to appoint Ollie Thomas.

Vote: 7 - 0 Motion carried

Central Business District TIF Reinvestment Zone Board of Directors: This item was deleted.

Electric Utility Board: This item was deleted.

Libraries Board: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to reappoint Adela Esqueda.

Vote: 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy, to reappoint David King.

Vote: 7 - 0 Motion carried

Lubbock Business Park TIF Reinvestment Board of Directors: This item was deleted.

Lubbock Economic Development Alliance: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to postpone this item to the next Regular City Council Meeting.

Vote: 7 - 0 Motion carried

Lubbock Emergency Communications District Board of Directors: This item was deleted.

Market Lubbock, Inc. Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to postpone this item to the next Regular City Council Meeting.

Vote: 7 - 0 Motion carried

Model Codes & Construction Advisory Board: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy, to appoint Jarrod Hall.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission: This item was deleted.

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 if the item indicates to the public the action to be taken.

7. 1. Hear and discuss a presentation by the Ad Hoc Storm Water Rate Review Committee regarding their recommendations.

Cyril Reasoner, Chair of the Ad Hoc Storm Water Rate Review Committee, gave a presentation regarding the Committee's recommendation for storm water rates.

7. 2. Hear and discuss a presentation by the Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., on proposals in regard to communication, reporting, involvement and oversight by the City Council on economic development activities, programs and projects, including related statutory, contractual and budgetary issues.

Mike McDougal, Board Chair for LEDA and Market Lubbock, Inc., gave a presentation on proposals in regard to communication, reporting, involvement, and oversight by the City Council on economic development activities, programs, and projects, including related statutory, contractual and budgetary issues. Mr. McDougal introduced LEDA and Market Lubbock, Inc. Board Members Jim Gilbreath, Les Eubank, and Sandy Henry. Mr. McDougal also introduced John Osborne, LEDA Chief Executive Officer; Jana Johnston, LEDA Chief Financial Officer; Mike Hatley, LEDA Director of Business Recruitment; and Kenny McKay, Director of Business Retention. Mr.

Gilbreath gave comments and answered questions from Council.

7. 3. Discuss and deliberate customer service and business center procedures, policies, billing procedures, staffing and performance.

This item was deleted.

Discuss and deliberate electric transmission and distribution system performance, operations, staffing levels and related policies, projects and work management including information related to system reliability and continuity of service (to the extent not security-sensitive).

This item was deleted.

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

This item was deleted.

10:45 P.M. CITY COUNCIL ADJOURNED

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

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Finance: Consider a resolution authorizing the Mayor to execute contract 11033 with Star Landscape for landscape maintenance in the North Point Public Improvement District, Bid 13-11033-TL.

Item Summary

The contract is for the maintenance of the public right-of-way areas in the North Point Public Improvement District. Landscape maintenance areas shall include, but are not limited to, turf areas, comprehensive landscape maintenance of bedded areas, trees, and irrigation.

Respondents to the Invitation to Bid were ranked as follows:

Star Landscape	Lubbock, TX	$10,786
Tony Frye dba Sterling Co.	Lubbock, TX	13,003
All Seasons Property Care, Inc.	Lubbock, TX	23,717
Ground Effects Landscape	Lubbock, TX	26,312
Pevey Lawn & Landscape Inc.	Lubbock, TX	33,130

Staff recommends the contract be awarded to Star Landscape. The contract is for a period of three years plus two one-year extensions.

Fiscal Impact

The North Point Public Improvement District will fully fund the cost of the maintenance agreement. The estimated cost is $10,786 per year. This is a unit price contract. The actual cost will be slightly more or less than the estimate based on quantities.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution & Contract - Star Landscape

Bid Tabulation - Star Landscape

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. 11033 for maintenance services at North Point PID Right-of-Way, by and between the City of Lubbock and Star Landscape, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Budget Director

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Star Landscape
December 13, 2012

CONTRACT NO. 11033

CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
FOR MAINTENANCE SERVICES AT NORTH POINT PID RIGHT OF WAY

THIS CONTRACT made and entered into this **10th** day of **January, 2013**, by and between the City of Lubbock ("City"), and **Star Landscape,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Maintenance Services at North Point PID Right of Way and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Maintenance Services at North Point PID Right of Way.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Maintenance Services at North Point PID Right of Way and more specifically referred to as Items 1 – 6 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of three (3) years, with the option of two (2), one (1) year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	300,000
Occurrence	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	
Combined Single Limit	300,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves

the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11033-TL, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR

BY Melissa Burns
Authorized Representative

melissa Burns
Print Name

1804 FM 2378
Address

Lubbock Tx 79407
City, State, Zip Code

CITY OF LUBBOCK
SPECIFICATIONS
FOR THE
NORTH POINT PUBLIC IMPROVEMENT DISTRICT

I. GENERAL PROVISIONS

1.0 DEFINITIONS

1.1 **Agent** – An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the Contractor.

1.2 **City** – The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** – City Council of the City of Lubbock, Texas.

1.4 **Contract** – The contract consists of the following: Notice to bidders; General Provisions; Specifications; Plans; Addenda; Bid; Agreement; Insurance; Encumbrance; Notice to Proceed; and Change Orders. These form the agreement whereby the Contractor shall furnish all labor, equipment, tools, materials, and perform all work necessary to satisfactorily accomplish the proposed plan, sponsored by the City.

1.5 **Contract Time** – The number of allowable days to complete the contract.

1.6 **Contractor** – The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.7 **Cycle** – The period in which each service is completed once at all sites in a group.

1.8 **Director of Parks and Recreation** – The individual who shall act on the City's behalf according to the direction of the Fiscal Policy Designee and appoint an Agent to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

1.9 **Excluded Damage** – Damage caused by vandalism, pedestrians, vehicles, animals (except insects and/or rodents), or other unusual factors. It does not include damage caused by the Contractor's actions, lack of reasonable care, pest damage (such as insects), diseases or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage or irrigation malfunction.

1.10 **Existing Conditions, Examination of Site** – Within fifteen (15) days from the date of Award of Contract, the Contractor shall make a thorough examination of the current conditions at the site. As part of the examination, the Contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The Contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy or otherwise not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the Agent. Upon confirmation of each item, the Agent will either give the Contractor written authorization to make the correction or a written release from responsibility for the item.

1.11 **Extra Work** – Work over and above that called for in the contract.

1.12 **Fiscal Policy Designee** – An employee of the City of Lubbock Fiscal Policy Department, who is appointed by the City to act as liaison to the North Point Public Improvement District (PID) Advisory Board and to oversee the management of the North Point PID. All payments to the Contractor must be approved by the Fiscal Policy Designee.

1.13 **Mayor** – The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract on behalf of the City.

1.14 **Notice to Proceed** – Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.15 **Review Committee** – A committee chosen by the City of Lubbock, to analyze and recommend to City Council the best Contractor(s) to perform the tasks governed by the contract.

1.16 **Specifications** – The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.17 **Subcontractor** – Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.18 **Unit Price** – Payment to the Contractor based on a unit or portion of the work performed.

1.19 **Work** – All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract. All work will be in the public right-of-way.

2.0 TERMS AND CONDITIONS

2.1 **Work**: It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. **The attached "North Point Map" indicates the completed landscaped areas. Bidders are to provide unit pricing that will be applied to landscaped areas completed and accepted for maintenance.**

2.2 **Specification Change**: During the term of the Contract, the City may change maintenance frequencies, thereby increasing or decreasing maintenance frequencies. Unit pricing will be used to determine cost adjustments. All changes shall be in writing.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Director of Parks and Recreation or his

Agent. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition.

If the Agent and the Fiscal Policy Designee determine that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and find that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved and approved by the Agent and the Fiscal Policy Designee. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed or decrease the total contract by twenty-five percent (25%).

2.4 **Clean-up**: As specified in the all Maintenance Standards Specifications. Work shall be cleaned up and waste materials removed from the site. No equipment shall be left at maintenance sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the City for said expenses shall be deducted for the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands expose which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Director of Parks and Recreation or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Director of Parks and Recreation or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Director of Parks and Recreation or his Agent, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable federal, state and local laws and regulations. Contractor's equipment is subject to inspection and approval of the Director of Parks and Recreation or his Agent. All manufacturers' safety features must be operational, in good repair and in proper positions during operation. All equipment shall be professional grounds maintenance quality and in good condition throughout the course of the contract. If the Director of Parks and Recreation or his Agent deems the equipment faulty or if the equipment is damaging the turf or other surfacing materials in anyway, the Contractor shall remove the equipment from the premises. Contractor shall not impede other grounds maintenance operations during the course of those maintenance operations.

2.7 Service Boundaries: The service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The successful bidder shall be responsible for all areas defined by turf or hard surfacing. However, the successful bidder is not responsible for edging of un-curbed turf. Although the mowing Contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas.

2.8 **Termination of Contract**: This contract shall remain in effect until the expiration date for performance of services ordered. Termination of either party requires a thirty (30) day written notice prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

3.0 CONTROL OF WORK

3.1 **Authority of the Director of Parks and Recreation**: It is understood by all parties that the work is to be done to the satisfaction of the Fiscal Policy Designee and the Director of Parks and Recreation or his authorized Agent(s). The Director of Parks and Recreation or his Agent shall interpret all specifications and shall determine the acceptability of all work. The Director of Parks and Recreation or his Agent shall decide the classification, quality, and amount of all work done under the contract. The Fiscal Policy Designee shall be the sole administrator of payment(s), and his or her decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Director of Parks and Recreation may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Director of Parks and Recreation notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Director of Parks and Recreation and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Director of Parks and Recreation to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Director of Parks and Recreation.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Director of Parks and Recreation shall discuss any extra work with the Fiscal Policy Designee and reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Director of Parks and Recreation shall be done at the expense of the Contractor. The Contractor may be ordered to remove or remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final inspection of the site shall take place by the Director of Parks and Recreation or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Director of Parks and Recreation or his

Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any Subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his Subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all federal, state and local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable federal, state and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

3.6.1 Prior to any application of chemicals, the Contractor shall request, in writing, approval from the Director of Parks and Recreation or his Agent. The request shall include the target pest and the type of chemical(s) to be used. If permission is granted, all applications shall be performed through a Licensed Applicator, licensed by the Texas Structural Pest Control Board. Upon completion of the operation, the Contractor shall provide to the Director of Parks and Recreation or his Agent, a copy of the Pesticide Application Documentation that the Contractor records pursuant to the requirements of the Structural Pest Control Board.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the federal, state or local government.

3.8 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on City owned property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed.

3.9 **Identification and Character**: Contractor's vehicles shall be marked with the Contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Director of Parks and Recreation. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.9.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Contract.

3.9.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Drivers License appropriate for the weight and type of vehicle being driven. Contractors are specifically required to ensure that a

Texas Commercial Drivers License is obtained where applicable for the type(s) of vehicles in use.

3.9.3 The Contractor's employees, officers, Agents and SubContractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.10 **Safety**: The Contractor is responsible for maintaining a safety program that insures compliance with all current requirements of the Federal Occupational Safety and Health Act of 1970. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program. Failure to maintain compliance with this act shall be grounds for termination of the contract.

4.0 INDEMNITY INSURANCE

4.1 Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers and employees from and against any and all liability or alleged liability without fault and liability by virtue of the obligations that the City of Lubbock assumes toward its indemnity(s) insofar as applicable to this Contract or the work to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the City, its officers and employees, excepting only such injury or harm as may be caused solely by an act or omission of the City, its officers and employees. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the City from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any Subcontractor, or materialsman, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property facilities, materials, or equipment, including where such condition and resulting injury or harm is caused in part by any negligent act or omission of City, its officers and employee, but excepting only such injury or harm as may caused solely by an act or omission of City, its officers and employees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement and agree that any insurance carrier involved shall not be entitled to subrogation under any circumstance against City, its officers and employees.

4.2 The Contractor shall secure and maintain insurance for the duration of the contract. Proof of the Contractor's liability insurance shall be provided prior to receipt of a signed contract. The following insurance is required:

4.2.1 Workman's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job statutory amounts.

Commercial General Liability Insurance at minimum combined single limits of $300,000 per occurrence, Products-Comp/OP AGG, Personal and Adv. Injury, Contractual Liability.

Commercial Automobile Liability Insurance at minimum combined single limits of $300,000 per occurrence for owned, non-owned, and hired coverage.

4.2.2 A Comprehensive General Liability Insurance form may be used in lieu of a Commercial General Liability Insurance form. However, if the successful bidder

chooses this alternative, he must get specific requirements from the City of Lubbock.

4.3 All policies or certificates shall also contain the following completed operations endorsements:

4.3.1 Name insured wording which includes the Contractor, Subcontractors, and the City of Lubbock with respect to general liability and automobile liability.

4.3.2 All liability policies shall contain cross liability and severability of interest clauses.

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverages.

4.3.4 The policy shall be endorsed to require the insured to immediately notify the City of Lubbock of any changes in the insurance coverage.

4.4 All insurance shall be purchased from an insurance company that meets the following requirements.

4.4.1 A Best financial grading of A: VII or better

4.4.2 Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4.5 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized Agent and shall contain provisions representing and warranting the following:

4.5.1 The company is licensed and admitted to do business in the State of Texas.

4.5.2 The company's forms have been approved by the Texas State Board of Insurance.

4.5.3 Sets forth all endorsements as required above.

4.6 The City of Lubbock shall receive at least sixty (60) calendar days notice prior to cancellation or termination of insurance.

4.7 The Contractor shall understand and agree that they are an independent Contractor and that they are not an employee of the City, and that the City will not provide Worker's Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the Contractor or their employees, if any, in and under the terms of the Bid.

5.0 CONTRACT TERM

5.1 The term of the contract shall be for a period of three (3) years plus two (2) one-year additions, unless terminated or extended in accordance with the provisions of this contract.

6.0 PROSECUTION AND PROGRESS OF WORK

6.1 Notice to Proceed: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

6.2 Contract Time: All work is schedule driven, therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 6:00 p.m.

6.3 Weekends, Holidays and Nights: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Director of Parks and Recreation or his Agent at least seventy-two (72) hours prior to doing so.

6.4 Weather: Weather will affect the progress of grounds maintenance at times and Contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next workday. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Director of Parks and Recreation finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Director of Parks and Recreation shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

6.5 Character of Work: All workers, supervisors, managers, and Subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Director of Parks and Recreation or his Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts their self, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

6.6 Assigning or Subletting the Contract: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all Insurance requirements contained in paragraphs, 4.0-4.7, Indemnity Insurance.

6.7 Payment: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month, during the contract period, the contract shall submit an invoice to the Fiscal Policy Designee for $1/12^{th}$ of the Annual Maintenance Cost. Any Extra Work shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the work performed.

II SPECIFICATIONS

1.0 Turf Maintenance Standards

1.1 General: Successful Contractor shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Director of Parks and Recreation or his Agent. The Contractor shall be notified of the City's decision by letter.

1.1.1 The areas to be serviced for each site include all turf areas in the right-of-way per the attached map. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color bed.

1.1.2 Contractor shall provide a maintenance schedule to the Director of Parks and Recreation or his Agent within fifteen (15) days from the date of Award of Contract and will notify the Director of Parks and Recreation or his Agent of any changes in the schedule prior to the schedule change.

1.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Director of Parks and Recreation. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more than twenty-nine (29) shall be billed as Extra Work. Turf shall be cut at a height of one (1) inch; unless otherwise directed by the Director of Parks and Recreation or his Agent, clippings shall be bagged or recycled and all landscapes shall be cleaned after each service. Mowing equipment shall be a reel mower or rotary/recycler. If and when the Contractor wants to raise the height above one inch they must first receive written approval from the Director of Parks and Recreation or his Agent. All equipment must be of appropriate size for each site and approved by the Director of Parks and Recreation or his Agent.

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

1.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All hard surfaces, sidewalks, streets, parking areas and street medians must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed. The Contractor is responsible for protecting all trees and shrubs from string trimmer damage.

1.5 Fertilization: Contractor shall be responsible for applying sufficient fertilizer to promote vigorous plant health. At a minimum, the Contractor shall apply fertilizer as follows:

1st Application: June 1 – June 30 Granular Fertilizer 38-0-0 4% Sulphur, 3% iron

2nd Application:	July 1 – July 31	Granular Fertilizer 38-0-0 4% Sulphur, 3% iron
3rd Application:	August 1 – August 31	Granular Fertilizer 38-0-0 4% Sulphur, 3% iron

1.6 **Herbicide and Pesticide Application**: Contractor shall be responsible for insuring that plant health and appearance is maintained by applying pre- or post-emergent herbicides as required to control noxious weed growth. The pre- and post emergent will be used once in March and once in September. The type of pre- and post emergent is Triplet SF and Pendulum 3.3 EC. The pesticide to be used shall be discussed with the Director of Parks and Recreation or his Agent and not applied until receipt of written approval. Without exception, the individual applying the pesticide shall be licensed by the Structural Pest Control Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable state and federal laws concerning pesticide applications, rinsate disposal, and container disposal.

2.0 Tree Maintenance Standards

2.1 Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

2.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimburseable cost to be included as part of the regular maintenance. Prune in accordance with generally accepted standards for proper pruning.

2.3 Discard all tree trimmings off-site using a legal method.

2.4 Any tree found to be dead or missing shall be replaced with plant material of identical species at the Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Unless otherwise instructed by the Director of Parks and Recreation or his Agent, replacement trees shall equal the value of the tree size that died based upon the total caliper inch of that tree. (No more than $110 per caliper inch.)

2.5 Replacement trees shall be approved for size and appearance by the Director of Parks and Recreation or his Agent prior to planting.

2.6 The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

3.0 Irrigation Standards

3.1. Water Application & Scheduling:

3.1.1 Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the Contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.

3.1.1.2. It is the responsibility of the Contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the Contractor.

3.1.1.3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance Contractor of the responsibility to provide adequate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

3.1.1.4. The Contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The Contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the Director of Parks and Recreation or his Agent in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.

3.1.1.5. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

3.1.1.6. When breakdowns or malfunctions exist, the Contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for extra work as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

3.2 Irrigation System Scheduled Maintenance:

3.2.1 Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.

3.2.2 The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens and flushing pipes as needed, as part of this contract.

3.2.3 Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

3.2.4 Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

3.3 Irrigation System Repair:

3.3.1 The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as extra work. The Contractor shall make notification of needed repairs within two weeks of the day the damage occurred. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by Contractor at Contractor's expense.

3.3.2 Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.

3.3.3 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

3.3.4 The Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfuctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The Contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the Contractor's negligence and shall be replaced at the Contractor's expense.

3.3.5 Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

3.3.6 The Contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the Contractor. During weekly maintenance, the Contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

3.3.7 Repairs of irrigation system beyond the above scope will be charged as Extra Work at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturer's List Price or a discount thereof. The Contractor will notify the Director of Parks and Recreation or his Agent of the nature of the problem before repairs are made.

4.0 Planting Bed Maintenance Standards

4.1. Plants and shrubs shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.

4.2. Prune plants and shrubs to remove damaged, diseased, or dead stems or foliage and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes. Plantings should be pruned as required to keep them within the bed area or to control their vertical ascent.

4.3. Soils in planting bed area should be kept covered with trail mix.

4.4. Contractor shall be responsible for applying sufficient fertilizer to promote vigorous plant health. At a minimum, the contractor shall apply a 100 percent sulfur coated 16-4-8 w 2% iron granular fertilizer at a rate of 1 pound of actual N per 1,000 per square feet in May and July. Contractor shall insure that fertilizer residue is removed from foliage and shall apply sufficient water to incorporate the fertilizer into the soil.

4.5. Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as

required to control pest populations. The pesticide application standards previously set forth in item 1.6 shall be adhered to.

4.6. Contractor shall insure that all litter is removed from beds weekly.

4.7. Contractor shall be responsible for the disposal of all debris removed from beds and shall not place the debris in curbside receptacles or dumpsters.

Irrigation Zones

Zone	1st Timer	Type
1	1st Island	Pop-Ups
2	2nd Island	Pop-Ups
3	3rd Island	Pop-Ups
4	4th Island	Pop-Ups
5	1st Island	Rotors
6	1st Island	Rotors
7	1st Island	Rotors
8	1st Island	Rotors
9	2nd Island	Rotors
10	2nd Island	Rotors
11	2nd Island	Rotors
12	2nd Island	Rotors
13	3rd Island	Rotors
14	3rd Island	Rotors
15	4th Island	Rotors
16	4th Island	Rotors
17	4th Island	Rotors
18a	Sign	Drip
18 b	Trees on Sides	Spray Heads

Zone	2nd Timer	Type
1	South Island	Pop-Ups
2	East of South Island	Rotors
3	West of South Island	Rotors
4	North of South Island	Rotors
5	Middle Island	Rotors
6	North of Middle Island	Rotors
7	North Island	Pop-Ups
8	South of North Island	Rotors
9	West of North Island	Rotors
10	Center of North Island	Rotors
11	East of North Island	Rotors
12	North West of North Island	Rotors
13	North Center of North Island	Rotors
14	North East of North Island	Rotors

****************REVISED****************

BID FORM
Maintenance Services at North Point PID Right of Way
City of Lubbock, Texas
ITB No. 13-11033-TL

In compliance with the **Invitation to Bid 13-11033-TL**, 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 **13-11033-TL** 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	
1.	29	CYCLES	Turf Maintenance, as specified herein.	$ 120.00	$ 3480.00	
2.	3	EA.	Fertilizer, as per Section 1.5	280.00	840.00	
3.	2	EA	Pre-Emergent and Post-Emergent, as per Section 1.6	288.00	576.00	
4.	123	EA	Tree Maintenance, as specified herein.	38.00	~~38.00~~	4,674.00
5.	12	EA	Irrigation Maintenance Zones as specified herein.	8.00	96.00	
6.	40	SQ. FT.	Planting Bed Maintenance, as specified herein.	28.00	~~28.00~~	1,120.00
				Total Cost (Items 1-6)	$ ~~5058.00~~	10,786.00

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

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

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

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

supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

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

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

YES ✓ NO _____

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

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

Firm: Star Landscape

Address: 1806 FM 2378

City: Lubbock State: Texas Zip 79407

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

By Melissa Burns Date: 12-5-12
Authorized Representative - must sign by hand

Officer Name and Title: Melissa Burns General Manager
Please Print

Business Telephone Number 806-792-7827 FAX: _____

E-mail Address: landscape@lubbockstar.com

FOR CITY USE ONLY

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

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

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

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

City of Lubbock, Tx
Fiscal Policy
Bid Tabulation
January 10, 2013

BID 13-11033-TL
Maintenance Services at North Point PID Right of Way

Item	Qty	UOM	Description/Vendor	Location	Unit Price Bid	Extended Cost
1	29	Cycles	Turf Maintenance			
			Star Landscape	**Lubbock, TX**	**120**	**$ 3,480**
			Tony Frye dba Sterling Co.	Lubbock, TX	265	7,685
			Ground Effects Landscape	Lubbock, TX	280	8,120
			Pevey Lawn & Landscape Inc.	Lubbock, TX	300	8,700
			All Seasons Property Care Inc.	Lubbock, TX	438	12,702
2	3	EA	Fertilizer			
			Star Landscape	**Lubbock, TX**	**280**	**840**
			Ground Effects Landscape	Lubbock, TX	300	900
			Tony Frye dba Sterling Co.	Lubbock, TX	385	1,155
			Pevey Lawn & Landscape Inc.	Lubbock, TX	400	1,200
			All Seasons Property Care Inc.	Lubbock, TX	485	1,455
3	2	EA	Pre Emergent and Post Emergent			
			Star Landscape	**Lubbock, TX**	**288**	**576**
			Ground Effects Landscape	Lubbock, TX	400	800
			Pevey Lawn & Landscape Inc.	Lubbock, TX	400	800
			Tony Frye dba Sterling Co.	Lubbock, TX	475	950
			All Seasons Property Care Inc.	Lubbock, TX	1550	3,100
4	123	EA	Tree Maintenance			
			Ground Effects Landscape	Lubbock, TX	4	492
			Tony Frye dba Sterling Co.	Lubbock, TX	4.5	554
			Pevey Lawn & Landscape Inc.	Lubbock, TX	10	1,230
			All Seasons Property Care Inc.	Lubbock, TX	20	2,460
			Star Landscape	**Lubbock, TX**	**38**	**4,674**
5	12	EA	Irrigation Maintenance Zones			
			Ground Effects Landscape	Lubbock, TX	N/C	N/C
			Star Landscape	**Lubbock, TX**	**8**	**96**
			Pevey Lawn & Landscape Inc.	Lubbock, TX	100	1,200
			Tony Frye dba Sterling Co.	Lubbock, TX	155	1,860
			All Seasons Property Care Inc.	Lubbock, TX	200	2,400
6	40	SQ FT	Planting Bed Maintenace			
			Tony Frye dba Sterling Co.	Lubbock, TX	20	800
			Star Landscape	**Lubbock, TX**	**28**	**1,120**
			All Seasons Property Care Inc.	Lubbock, TX	40	1,600
			Ground Effects Landscape	Lubbock, TX	400	16,000
			Pevey Lawn & Landscape Inc.	Lubbock, TX	500	20,000
			All or None			
			Star Landscape	**Lubbock, TX**		**$ 10,786**
			Tony Frye dba Sterling Co.	Lubbock, TX		13,003
			All Seasons Property Care Inc.	Lubbock, TX		23,717
			Ground Effects Landscape	Lubbock, TX		26,312
			Pevey Lawn & Landscape Inc.	Lubbock, TX		33,130

N/C- No Charge

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

Meeting Date: 01/10/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0143 Amendment 13 amending the FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on November 20, 2012, by amending Capital Improvement Project 92203, High Line Truck Covered Parking, and amending Capital Improvement Project 92283, Massengale (MGL) 6 and 7 Cooling Tower Replacement.

Item Summary

On December 17, 2012, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92203, High Line Truck Covered Parking, by increasing the appropriation $50,000, from $225,000 to $275,000. The additional funding will provide for new approaches for overhead door openings and for additional services/equipment for the new building. The Electric Utility Board recommended FY 2012-13 Pay-As-You-Go funding.

II. Amend Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement, by increasing the appropriation $2,005,000, from $3,925,000 to $5,930,000. This project is currently overspent. The increased funding will balance the budget and provide for additional expenditures related to the demolition of the old cooling tower. The Electric Utility Board recommended cash funding the project. However, the recommendation of the City Manager is to fund the project with FY 2013 10-Year LP&L Revenue Bonds. This is consistent with other capital projects approved for 2012-13 with bond funding. When the financial statements for September 30, 2012, are completed, cash versus bond funding will be re-examined for appropriateness.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance - Budget Amendment 13
Resolution - LP&L Electric Utility Board
Budget Amendment 13 - 92203
Budget Amendment 13 - 92283

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM IN THE LUBBOCK POWER AND LIGHT (LP&L) ENTERPRISE FUND PER RECOMMENDATION BY THE ELECTRIC UTILITY BOARD ON NOVEMBER 20, 2012, BY AMENDING CAPITAL IMPROVEMENT PROJECT 92203, HIGH LINE TRUCK COVERED PARKING, AND AMENDING CAPITAL IMPROVEMENT PROJECT 92283, MASSENGALE (MGL) 6 AND 7 COOLING TOWER REPLACEMENT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #13) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92203, High Line Truck Covered Parking, by increasing the appropriation $50,000, from $225,000 to $275,000. Funding source will be FY 2012-13 LP&L Pay-As-You-Go.

II. Amend Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement, by increasing the appropriation $2,005,000, from $3,925,000 to $5,930,000. Funding source will be FY 2012-13 10-Year LP&L Revenue bonds.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccodcs/BudgetFY1213.Amend13.ord
December 10, 2012

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 and any amendments thereto for Lubbock Power & Light to the City Council pursuant to Division 12, Section 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:

THAT the Electric Utility Board request that the City Council amend the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 2012-2013, such amendment being attached to this resolution and incorporated herein as though set forth fully herein, and, as amended, Lubbock Power & Light's budget shall be adopted as the part of the official City of Lubbock Budget for fiscal year 2012-2013.

Passed by the Electric Utility Board this 20 day of NOVEMBER, 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

FY2012/2013 CIP Budget Amendment
High Line Truck Parking / Massengale Cooling Tower

Meeting Date: November 20, 2012

Summary:

Consider a budget amendment for FY2012/2013 to increase funding for two capital improvement projects.

Background/Discussion/Fiscal Impact:

1) High Line Truck Parking – CIP 92203. Minnix Commercial Partners, Ltd was awarded RFP 7130-12-ELD on April 17, 2012 for the Construction of Metal Building for Distribution's Underground and Overhead department. $50,000 in additional funds is requested for a change order to install new approaches for overhead door openings and for additional services/equipment for the new building. The funding source for the additional funds will be cash.

2) Massengale Cooling Tower Replacement – CIP 92283. The emergency replacement of the cooling tower at Massengale Station is currently $1,355,000 over budget. 70% of the overage is due to mandated changes arising from the findings of the City of Lubbock's third party structural engineering consultant. 30% of the overage is due to increased costs of labor and materials which is being driven by the oil boom in Midland/Odessa. Additional encumbrances of $650,000 will be necessary due to the abatement and demolition of the old cooling tower being handled by the City of Lubbock instead of LP&L. To balance the over budget amount and to provide for the additional necessary expenditures requires a budget amendment in the amount of $2,005,000.

   The funding source for this project could be either cash or bonds depending on the preference of the EUB. The attached budget amendment assumes cash as does the attached CIP and Operating budget. If bonds are chosen as the funding source, there will be no impact to the current fiscal year budget as the first bond payment will not be made until after the fiscal year closes.

Recommendation:

Staff recommends Board determine the funding source for the additional Cooling Tower funds and approval of the budget amendment.

Lubbock Power & Light

FY12/13 CIP Budget Amendment

November 20, 2012

CIP Amendment:

1) Amend Capital Improvement Project 92203 – High Line Truck Parking.

   Funding source is cash.

CIP #	Original Budget	Proposed Additional Funds	Total Project
92203	$225,000	$50,000	$275,000

2) Amend Capital Improvement Project 92283 – Massengale Cooling Tower Replacement.

   Assumes funding source is cash.

CIP #	Original Budget	Proposed Additional Funds	Total Project
92203	$3,925,000	$2,005,000	$5,930,000

Total CIP Budget

FY12/13	Approved Budget	Proposed
Cash Funding	$4,824,000	$6,879,000
Bond Funding	$24,765,000	$24,765,000
Total Funding	$29,589,000	$31,644,000

Lubbock Power & Light
Electric Capital Projects
FY 2012-2013

This is not a comprehensive CIP report. It is a budget report and only includes projects for which new funding is being requested in either the current budget year or a future planning year.

Account	Project	Budget To Date	Approved 2012-2013	Proposed 2012-2013	Unappropriated Planning Years 2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	Proposed Total	Funding Source Cash	Bonds	Other
8573	CK Abestos Abatement	$ 100,000	$ 250,000	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 500,000	$ 250,000		
8578	CK 2 Boiler Refurbishment	$ -	$ 500,000	$ -	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ -	$ 2,500,000	$ 500,000		
8580	Gas Line Inspection/Integrity Test	$ -	$ 850,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 850,000	$ 850,000		
8581	CK/MGL Gas Turbine Stack Painting	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000		
8582	CK Bldg/Piping Asbestos Abatement/Insulation	$ -	$ 200,000	$ -	$ 250,000	$ 250,000	$ -	$ -	$ -	$ 700,000	$ 200,000		
90311	Fiber Option Communications	$ 698,000	$ 22,000	$ -	$ 22,000	$ -	$ -	$ -	$ -	$ 44,000	$ 22,000		
90367	MGL CW Line Coating	$ 700,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ 200,000		
92081	LM2500 Overhaul	$ -	$ -	$ -	$ 3,500,000	$ -	$ -	$ -	$ -	$ 3,500,000			
92083	LM6000 Major Overhaul	$ 3,700,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500,000	$ 2,500,000			
92203	High Line Truck Parking	$ 225,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000		
92282	Downtown Redevelopment Underground	$ 425,000	$ 290,000	$ -	$ 280,000	$ 290,000	$ -	$ -	$ -	$ 860,000		$ 290,000	
92283	MGL 6 & 7 Cooling Tower Replacement	$ 1,750,000	$ 2,175,000	$ 2,005,000	$ -	$ -	$ -	$ -	$ -	$ 4,180,000	$ 2,005,000	$ 2,175,000	
92291	CK Station - Additional MCC	$ -	$ 300,000	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 600,000		$ 300,000	
92292	CK 2 Boiler Feed Pumps Overhaul	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000		$ 100,000	
92293	CK 1 Hydrogen Cooler Replacement	$ -	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,000	$ 90,000		
92294	GT3 Major Overhaul and Controls	$ -	$ 850,000	$ -	$ 850,000	$ 850,000	$ -	$ -	$ -	$ 2,550,000		$ 850,000	
92295	Critical Valve Overhauls	$ -	$ 150,000	$ -	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 900,000		$ 150,000	
92296	CK Startup Transformer Refurbishment	$ -	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000		$ 200,000	
92297	Vehicles	$ -	$ 1,307,000	$ -	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 8,307,000	$ 1,307,000		
92298	Underground Distribution	$ -	$ 2,100,000	$ -	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 2,100,000	$ 12,600,000		$ 2,100,000	
92299	Overhead Distribution	$ -	$ 1,200,000	$ -	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 7,200,000		$ 1,200,000	
92300	Distribution Transformers	$ -	$ 2,300,000	$ -	$ 2,300,000	$ 2,300,000	$ 2,300,000	$ 2,300,000	$ 2,300,000	$ 13,800,000		$ 2,300,000	
92301	Service Distribution	$ -	$ 400,000	$ -	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 2,400,000	$ 400,000		
92302	CK 2 Main Steam Blocking Valve	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000		
92303	CK CEMS Replacement	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000		$ 150,000	
92304	MGL Security Improvements	$ -	$ 175,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 175,000	$ 175,000		
92305	CK 2 Boiler Controls Replacement	$ -	$ 550,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 550,000		$ 550,000	
92306	Power Plant Safety Improvements	$ -	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ 350,000		
92314	CK 1 CW Line Coating	$ -	$ 200,000	$ -	$ 200,000	$ 200,000	$ -	$ -	$ -	$ 600,000	$ 200,000		
92315	iNovah Cashiering System Migration	$ -	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000	$ 35,000		
92316	CK 1 Pump House Roof Modification	$ -	$ 95,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 95,000	$ 95,000		
92317	CK 2 Cooling Tower Mechanical Refurbishment	$ -	$ 150,000	$ -	$ -	$ -	$ -	$ 750,000	$ -	$ 900,000		$ 150,000	
2011066	MGL Boiler Feed Pumps Overhaul	$ -	$ -	$ -	$ -	$ 750,000	$ -	$ -	$ -	$ 750,000			
2012057	CK Video/Intercom Replacement	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000	$ -		
2012062	MGL Video/Intercom Installation	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000	$ -		
2012xxx	230 kV Transmission Loop (HY to MW)	$ -	$ 12,750,000	$ -	$ -	$ 4,550,000	$ 4,500,000	$ -	$ -	$ 21,800,000		$ 12,750,000	
2012xxy	Substation Breaker Replacements	$ -	$ 1,500,000	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ 2,500,000		$ 1,500,000	
	69 kV Transmission Line (NE to BD)	$ -	$ -	$ -	$ 400,000	$ -	$ -	$ -	$ -	$ 400,000			
	69 kV Transmission Line Rebuild	$ -	$ -	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	$ 1,000,000			
	69 kV Transmission Line Reconductoring	$ -	$ -	$ -	$ 2,812,000	$ -	$ -	$ -	$ -	$ 2,812,000			
	Automated Meter Reading	$ -	$ -	$ -	$ 15,000,000	$ 5,000,000	$ -	$ -	$ -	$ 20,000,000			
	BD Boiler Feed Pump Overhaul	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,000	$ 300,000			
	BD Piping Re-insulation	$ -	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ 350,000	$ 600,000			
	BD RO System Upgrade	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ -	$ 250,000	$ 600,000			
	BD Security Gate Replacement	$ -	$ -	$ -	$ 55,000	$ -	$ 350,000	$ -	$ 250,000	$ 655,000			
	CK 1 Boiler Refurbishment	$ -	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000	$ 500,000	$ 1,500,000			
	CK 1 Condenser Refurbishment	$ -	$ -	$ -	$ -	$ -	$ 750,000	$ 650,000	$ -	$ 1,400,000			
	CK 1 Cooling Tower Replacement	$ -	$ -	$ -	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000			
	CK 1 Generator Overhaul	$ -	$ -	$ -	$ -	$ 350,000	$ -	$ -	$ -	$ 350,000			
	CK 2 Condenser Refurbishment	$ -	$ -	$ -	$ 500,000	$ 750,000	$ -	$ -	$ -	$ 1,250,000			
	CK 2 Turbine/Generator Overhaul	$ -	$ -	$ -	$ 350,000	$ -	$ -	$ -	$ 850,000	$ 1,200,000			

Lubbock Power & Light
Electric Capital Projects
FY 2012-2013

This is not a comprehensive CIP report. It is a budget report and only includes projects for which new funding is being requested in either the current budget year or a future planning year.

Account	Project	Budget To Date	Approved 2012-2013	Proposed 2012-2013	Unappropriated Planning Years 2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	Proposed Total	Funding Source Cash	Bonds	Other
	CK Air Washers	$ -	$ -	$ -	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 600,000			
	CK Automatic Generator Control	$ -	$ -	$ -	$ 650,000	$ 650,000	$ -	$ -	$ -	$ 1,300,000			
	CK Boiler Feed Pump Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ 500,000	$ -	$ 500,000			
	CK Circulating Water Pump Overhauls	$ -	$ -	$ -	$ -	$ 350,000	$ -	$ -	$ -	$ 350,000			
	CK Flash Tank Replacements	$ -	$ -	$ -	$ 125,000	$ -	$ -	$ -	$ 350,000	$ 475,000			
	CK Gantry Crane Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ 350,000			
	CK GT Filter House Additions	$ -	$ -	$ -	$ 200,000	$ 200,000	$ 300,000	$ -	$ -	$ 700,000			
	CK GT1 Cooling Tower Replacement	$ -	$ -	$ -	$ 600,000	$ -	$ -	$ -	$ -	$ 600,000			
	CK GT2 Controls Upgrade	$ -	$ -	$ -	$ -	$ -	$ 850,000	$ -	$ -	$ 850,000			
	CK GT2 Turbine/Generator Overhaul	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 850,000	$ 850,000			
	CK Perimeter Lighting	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000			
	CK Turbine Building Repairs	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000			
	CK Water Treatment	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ 2,500,000	$ 3,000,000	$ 7,000,000			
	MGL 6 Boiler Refurbishments	$ -	$ -	$ -	$ 350,000	$ 350,000	$ -	$ -	$ -	$ 700,000			
	MGL 6 Condenser Refurbishments	$ -	$ -	$ -	$ 350,000	$ 350,000	$ -	$ -	$ -	$ 700,000			
	MGL 6 Turbine/Generator Overhaul	$ -	$ -	$ -	$ -	$ -	$ 800,000	$ 800,000	$ 800,000	$ 2,400,000			
	MGL 7 Boiler Refurbishment	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ 350,000	$ -	$ 700,000			
	MGL 7 Condenser Refurbishment	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ 350,000	$ -	$ 700,000			
	MGL 7 Turbine/Generator Overhaul	$ -	$ -	$ -	$ 800,000	$ 800,000	$ 800,000	$ 800,000	$ -	$ 3,200,000			
	MGL 8 Controls Upgrade	$ -	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000	$ 500,000	$ 1,500,000			
	MGL Air Washers	$ -	$ -	$ -	$ -	$ -	$ 250,000	$ 300,000	$ -	$ 550,000			
	MGL Automatic Generator Control	$ -	$ -	$ -	$ -	$ -	$ 650,000	$ 650,000	$ -	$ 1,300,000			
	MGL CEMS Replacement	$ -	$ -	$ -	$ -	$ -	$ 400,000	$ -	$ -	$ 400,000			
	MGL Circulating Water Pump Repairs	$ -	$ -	$ -	$ -	$ -	$ 750,000	$ 750,000	$ -	$ 1,500,000			
	MGL MCC Upgrade	$ -	$ -	$ -	$ -	$ 250,000	$ 250,000	$ -	$ -	$ 500,000			
	MGL Piping Re-insulation	$ -	$ -	$ -	$ -	$ 250,000	$ -	$ -	$ -	$ 250,000			
	MGL RO System Upgrade	$ -	$ -	$ -	$ -	$ -	$ -	$ 550,000	$ -	$ 550,000			
	MGL Turbine Re-insulation	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ -	$ -	$ 150,000			
	North Substation (New)	$ -	$ -	$ -	$ -	$ -	$ 4,500,000	$ -	$ -	$ 4,500,000			
	Oliver Substation Transformer Capacity Upgrade	$ -	$ -	$ -	$ -	$ -	$ 1,250,000	$ -	$ -	$ 1,250,000			
	Plant Emergency Power Upgrades	$ -	$ -	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -	$ 1,000,000			
	Plant Exterior Tank/Structure Painting	$ -	$ -	$ -	$ 100,000	$ 50,000	$ 150,000	$ -	$ -	$ 300,000			
	Plant Freeze Protection/Added Structures	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ -	$ 200,000	$ 550,000			
	Plant Hand Rail, Platform, Catwalk Upgrades	$ -	$ -	$ -	$ 350,000	$ 350,000	$ -	$ -	$ 350,000	$ 1,050,000			
	Plant Structure Addtions/Upgrades	$ -	$ -	$ -	$ 350,000	$ -	$ -	$ 350,000	$ -	$ 700,000			
	Miscellaneous Future Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			
	North Loop Transmission Upgrade	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,000,000	$ 8,600,000	$ 17,600,000			
	Total Projects Budget	**$ 7,598,000**	**$ 29,589,000**	**$ 2,055,000**	**$ 38,594,000**	**$ 29,190,000**	**$ 28,950,000**	**$ 27,350,000**	**$ 27,550,000**	**$ 183,278,000**	**$ 6,879,000**	**$ 24,765,000**	**$ -**
											21.74%	**78.26%**	

Sources of Funding	Approved 2012-2013	Proposed 2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	Total
Cash	$ 4,824,000	$ 6,879,000	$ 19,297,000	$ 14,595,000	$ 14,475,000	$ 13,675,000	$ 13,775,000	$ 87,520,000
New Bonds FY 2012-2013	$ 24,765,000	$ 24,765,000	$ 19,297,000	$ 14,595,000	$ 14,475,000	$ 13,675,000	$ 13,775,000	$ 125,347,000
Funding From Others	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Additional Funding Needed	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Funding	**$ 29,589,000**	**$ 31,644,000**	**$ 38,594,000**	**$ 29,190,000**	**$ 28,950,000**	**$ 27,350,000**	**$ 27,550,000**	**$ 212,867,000**
Less Funding From Other Sources	**$ -**	**$ -**						
FY 2012-2013 Net CIP + Vehicles for LP&L	**$ 29,589,000**	**$ 31,644,000**						

Lubbock Power & Light Budget - Proposed Amendment 11/20/2012
FY 2012-2013

Electric Operating Revenue	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
General Consumers Metered	$173,663,097	$173,663,097	$ -	0.00%
Municipal Metered	$ 7,344,679	$ 7,344,679	$ -	0.00%
Street Light Electricity Contra Account	$ (1,493,876)	$ (1,493,876)	$ -	0.00%
Off System Sales	$ 11,026,560	$ 11,026,560	$ -	0.00%
Customer Rebates & Refunds	$ -	$ -	$ -	
Total Electric Operating Revenue	**$190,540,460**	**$190,540,460**	**$ -**	**0.00%**
Power Cost				
Purchased Power	127,474,287	$127,474,287	$ -	0.00%
Natural Gas	$ 650,000	$ 650,000	$ -	0.00%
Total Power Cost	**$128,124,287**	**$128,124,287**	**$ -**	**0.00%**
Gross Profit Before Other Operating Items	**$ 62,416,173**	**$ 62,416,173**	**$ -**	**0.00%**

Other Revenue	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Interest On Investments	$ 95,004	$ 95,004	$ -	0.00%
Building Space Rentals	$ 219,120	$ 219,120	$ -	0.00%
Pole Rentals	$ 241,146	$ 241,146	$ -	0.00%
Fees & Charges	$ 3,740,249	$ 3,740,249	$ -	0.00%
Outside Work Orders (Underground Fee)	$ 475,040	$ 475,040	$ -	0.00%
Miscellaneous Revenue	$ 437,254	$ 437,254	$ -	0.00%
Total Other Revenue	**$ 5,207,813**	**$ 5,207,813**	**$ -**	**0.00%**

Operating Budget	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Electric Administration (7111)	**$ 2,547,112**	**$ 2,547,112**	**$ -**	**0.00%**
Electric Regulatory Compliance (7112)	**$ 807,614**	**$ 807,614**	**$ -**	**0.00%**
Electric Community Affairs (7211)	**$ 650,975**	**$ 650,975**	**$ -**	**0.00%**
Electric Production Operations (7311)	$ 7,165,099	$ 7,165,099	$ -	0.00%
Electric Production Maintenance (7313)	$ 3,895,267	$ 3,895,267	$ -	0.00%
Electric Production Total	**$ 11,060,366**	**$ 11,060,366**	**$ -**	**0.00%**
Electric Distribution Engineering (7411)	$ 1,553,112	$ 1,553,112	$ -	0.00%
Electric Distribution Underground Lines (7412)	$ 3,065,512	$ 3,065,512	$ -	0.00%
Electric Distribution Overhead Lines (7413)	$ 3,125,717	$ 3,125,717	$ -	0.00%
Electric Distribution Operations (7414)	$ 862,839	$ 862,839	$ -	0.00%
Electric Customer Service (7415)	$ 3,869,100	$ 3,869,100	$ -	0.00%
Electric Substations (7417)	$ 1,854,934	$ 1,854,934	$ -	0.00%
Electric Meter Shop (7419)	$ 844,966	$ 844,966	$ -	0.00%
Street Light O&M	$ (1,119,492)	$ (1,119,492)	$ -	0.00%
Electric Distribution Total	**$ 14,056,688**	**$ 14,056,688**	**$ -**	**0.00%**

Field Services (7511)	$ 3,364,574	$ 3,364,574	$ -	0.00%
Banner/CIS (7512)	$ 1,288,991	$ 1,288,991	$ -	0.00%
Customer Service (7513)	$ 2,815,457	$ 2,815,457	$ -	0.00%
Customer Care (7514)	$ 1,877,771	$ 1,877,771	$ -	0.00%
Business Office Total	**$ 9,346,793**	**$ 9,346,793**	**$ -**	**0.00%**
Reimbursements From Other Utilities	**$ (5,043,158)**	**$ (5,043,158)**	$ -	0.00%
Total Operating Budget	**$ 33,426,390**	**$ 33,426,390**	**$ -**	**0.00%**

Other Expenses	**City Approved 2012-2013**	**Proposed 2012-2013**	**Variance $**	**Variance %**
Indirect Cost Allocation	$ 1,024,610	$ 1,024,610	$ -	0.00%
Uncollectible Accounts	$ 1,082,762	$ 1,082,762	$ -	0.00%
Street Lighting (O&M)	$ 1,119,492	$ 1,119,492	$ -	0.00%
Miscellaneous Expense (Revenue)	$ -	$ -	$ -	
Total Other Expenses	**$ 3,226,864**	**$ 3,226,864**	**$ -**	**0.00%**
Profit (Loss) From Operations	**$ 30,970,732**	**$ 30,970,732**	**$ -**	**0.00%**
Debt and Lease Payments				
Debt Service Principal Payment	$ 16,701,725	$ 16,701,725	$ -	0.00%
Debt Service Interest Payment	$ 5,832,470	$ 5,832,470	$ -	0.00%
Total Debt Service Payment	**$ 22,534,195**	**$ 22,534,195**	**$ -**	**0.00%**
Master Lease - Principal Payment	$ 180,722	$ 180,722	$ -	0.00%
Master Lease - Interest Payment	$ 4,108	$ 4,108	$ -	0.00%
Master Lease Total	**$ 184,830**	**$ 184,830**	**$ -**	**0.00%**
Total Debt Service Payments	**$ 22,719,025**	**$ 22,719,025**	**$ -**	**0.00%**
Cash Flow Before Capital Expenditures	**$ 8,251,707**	**$ 8,251,707**	**$ -**	**0.00%**
Capital Expenditures				
Elec Fac/Sys Improvements (Capital From Cash)	$ 4,824,000	$ 6,879,000	$ 2,055,000	42.60%
Total Capital Expenditures From Cash	**$ 4,824,000**	**$ 6,879,000**	**$ 2,055,000**	**42.60%**
Cash Flow After Capital Expenditures	**$ 3,427,707**	**$ 1,372,707**	**$ (2,055,000)**	**-59.95%**

Transfers	**City Approved 2012-2013**	**Proposed 2012-2013**	**Variance $**	**Variance %**
Transfer Out - General Fund (FFE)	$ 8,975,695	$ 8,975,695	$ -	0.00%
Transfer Out - General Fund (FFE True Up)	$ -	$ -	$ -	
Transfer Out - General Fund (PILOT)	$ 1,795,079	$ 1,795,079	$ -	0.00%

Total Transfers	**$ 10,770,774**	**$ 10,770,774**	**$ -**	**0.00%**
Cash Flow After Transfers	**$ (7,343,067)**	**$ (9,398,067)**	**$ (2,055,000)**	**27.99%**

Non Cash Operating Expenses	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Depreciation	$ 20,000,000	$ 20,000,000	$ -	0.00%
Arena Amortization	$ 133,332	$ 133,332	$ -	0.00%
Disposition of Assets	$ 125,309	$ 125,309	$ -	0.00%
Benefit Accruals	$ 1,575,000	$ 1,575,000	$ -	0.00%
Total Non Cash Operating Expense	**$ 21,833,641**	**$ 21,833,641**	**$ -**	**0.00%**

	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Change In Net Assets (GAAP Net Income)	**$ (7,470,261)**	**$ (7,470,261)**	**$ -**	**0.00%**

	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Change In Cash	**$ (7,343,067)**	**$ (9,398,067)**	**$ (2,055,000)**	**27.99%**

Capital Expenditure Summary	City Approved 2012-2013	Proposed 2012-2013	Variance $	Variance %
Elec Fac/Sys Improvements (Capital From Cash)	$ 4,824,000	$ 6,879,000	$ 2,055,000	42.60%
Elec Fac/Sys Improvements (Capital From Bonds	$ 24,765,000	$ 24,765,000	$ -	0.00%
Elec Fac/Sys Improvements (Funding From Othe	$ -	$ -	$ -	
Total Capital Expenditures	**$ 29,589,000**	**$ 31,644,000**	**$ 2,055,000**	**6.95%**

Capital Project
Project Cost Detail
Budget Amendments
December 17, 2012

Capital Project Number:	92203
Capital Project Name:	High Line Truck Covered Parking

Current Project Appropriation Amount	$	225,000
Proposed Amendment		50,000
Total Proposed Appropriation	$	275,000

Capital Project
Project Cost Detail
Budget Amendments
December 17, 2012

Capital Project Number:	92283
Capital Project Name:	MGL 6 & 7 Cooling Tower Replacement

Current Project Appropriation Amount	$	3,925,000
Proposed Amendment		2,005,000
Total Proposed Appropriation	$	5,930,000

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

Meeting Date: 01/10/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading – Finance: Consider Budget Ordinance 2012-O0142 Amendment 12 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Federal Job Access Reverse Commute (JARC) 5316 Grant and the Federal New Freedom Mobility Management 5317 Grant.

Item Summary

On December 17, 2012, the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $9,915 from the FTA for the JARC Grant for a total grant appropriation of $184,915, and transfer an additional $9,915 local match from the Transit Fund to the Grant Fund for a local match totaling $184,915. Reduce budget in cost center 4514, Fixed Route, by $9,915.

II. Accept and appropriate an additional $8,957 from the FTA for the New Freedom Mobility Management Grant for a total grant appropriation of $73,957, and transfer an additional $8,034 local match from the Transit Fund to the Grant Fund for a local match totaling $46,222. Reduce budget in cost center 4515, Demand Response, by $8,034.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance - Budget Amendment 12

Grant Detail Sheet - JARC Grant

Grant Detail Sheet - New Freedom Grant

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE JOB ACCESS REVERSE COMMUTE (JARC) GRANT AND ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE FTA FOR THE NEW FREEDOM MOBILITY MANAGEMENT GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #12) for municipal purposes, as follows:

I. Accept and appropriate an additional $9,915 from the FTA for the JARC Grant for a total grant appropriation of $184,915, and transfer an additional $9,915 local match from the Transit Fund to the Grant Fund for a local match totaling $184,915. Reduce budget in cost center 4514, Fixed Route, by $9,915.

II. Accept and appropriate an additional $8,957 from the FTA for the New Freedom Mobility Management Grant for a total grant appropriation of $73,957, and transfer an additional $8,034 local match from the Transit Fund to the Grant Fund for a local match totaling $46,222. Reduce budget in cost center 4515, Demand Response, by $8,034.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend12.ord
December 10, 2012

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
December 17, 2012

Administrative Information:

City Assigned Grant Number:	88022
Grant Name:	FY 12 Job Access Reverse Commute
Grant Effective Date:	3/29/2012-3/29/2015
Grant Provider/Agency:	Federal Transit Administration
Original Appropriation Date:	9/8/2011
Original Appropriation-Budget Ordinance:	2011-O0080
Original Grant Acceptance-Resolution:	2012-R0128

Budget Information:

Grant Appropriation Detail	**9/13/2012 Award Amount**	**Amendment Amount**	**Total Award Amount**
Operating Costs-Grant Award	$ 175,000	9,915	184,915
Operating Costs-City Match	175,000	9,915	184,915
Total Appropriation	$ 350,000	19,830	369,830

Note: The FY 2011-12 grant included $175,000 in JARC funds. The grant awarded is $9,915 over the amount budgeted.

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
December 17, 2012

Administrative Information:

City Assigned Grant Number:	88021
Grant Name:	FY 12 New Freedom Mobility Management
Grant Effective Date:	3/29/2012-3/29/2015
Grant Provider/Agency:	Federal Transit Administration
Original Appropriation Date:	9/8/2011
Original Appropriation-Budget Ordinance:	2011-O0080
Original Grant Acceptance-Resolution:	2012-R0129

Budget Information:

Grant Appropriation Detail	**Original Award Amount**	**Amendment Amount**	**Total Award Amount**
Professional Services-Grant Award	$ 65,000	8,957	73,957
Professional Services-City Match	38,188	8,034	46,222
Total Appropriation	$ 103,188	16,991	120,179

Note: The FY 2011-12 grant included $65,000 in New Freedom Mobility Management funds.
The grant awarded is $8,957 over the amount budgeted.

Regular City Council Meeting **5. 3. 1.**

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - CitiBus: Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute amendment 02 of the FY 2012 Federal Transit Administration Job Access and Reverse Commute Program Grant (Citibus).

Item Summary

The Federal Transit Administration has allocated an additional $42,661 to the City of Lubbock for a fiscal year 2012 Job Access and Reverse Commute grant. This amendment is for the addition of funds that was published in the July 10, 2012 Federal Register. The City of Lubbock received $42,661 to combine with the prior amount of $142,254 for a total of $184,915.

The original $99,593 was approved by the City Council on March 29, 2012. The first amendment in the amount of $42,661 was approved by the City Council on September 13, 2012.

The Jobs Access Reverse Commute Program (JARC) is designed to provide public transportation to employment, especially entry-level jobs. This grant will help to fund Route 19 and Route 34.

FY 12 JARC funds are awarded based on FY 10 National Transit Database reports. JARC grant allocations are based on a formula that takes into account several factors including service levels.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically. Therefore, Citibus would like to request that the Mayor allow the City of Lubbock's Director of Fiscal Policy to execute this grant, once approved by the City Council.

Fiscal Impact

Job Access Reverse Commute grants are 50/50 grants. An additional match of $9,915 is appropriated in the budget amendment above.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - JARC

JARC Grant

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, Amendment #2 of the FY 2012 Job Access and Reverse Commute Program Grant with the Federal Transit Administration, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

vw:ccdocs/RES.Citibus-Amend JARC Amendment 1.3.2012

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-37-X094-02
Budget Number:	3 - Budget Approved
Project Information:	FY 12 JARC (Routes 19 & 34)

Part 1: Recipient Information

Project Number:	TX-37-X094-02
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:	$85,322

Project Number:	TX-37-X094-02
Project Description:	FY 12 JARC (Routes 19 & 34)
Recipient Type:	City
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563
Recipient Contact:	Chris Mandrell - 806-712-2002
New/Amendment:	Amendment
Amend Reason:	Increase Award
Fed Dom Asst. #:	20516
Sec. of Statute:	5316
State Appl. ID:	None Specified
Start/End Date:	Nov. 01, 2012 - Mar. 01, 2013
Recvd. By State:	Nov. 20, 2012
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 11, 2012
Program Page:	None Specified
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Adjustment Amt:	$0
Total Eligible Cost:	$85,322
Total FTA Amt:	$42,661
Total State Amt:	$0
Total Local Amt:	$42,661
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 Nuegebauer

Project Details

AMEND 02 Citibus is proposing that FY 2012 JARC funds be used to continue fixed route service on Route 19 and Route 34 (previously the JARC-funded Route 25). This amendment addes $42,661 to the Federal amount.

As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus' Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop

289. It was modified in 2007 and is now two routes, allowing service to an expanded area.

Route 19 ("Wayland Plaza/South Plains Mall") serves the following educational facilities:
- Bowie Elementary School
- Dupre Elementary School
- Wester Elementary School
- Lubbock High School
- Lubbock Christian University
- Texas Tech University

Significant areas of employment along Route 19 include:
- Convergys
- Covenant Health System (two locations)
- Lubbock Christian University
- South Plains Mall
- Texas Tech University
(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)

Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.

Route 34 ("34th Street/South Plains Mall") serves the following educational facilities:
- Bean Elementary School
- Stewart Elementary School
- Williams Elementary School
- O.L. Slaton Middle School
- Hutchinson Middle School
- Wilson Middle School
- Byron Martin Advanced Technology Center
- Coronado High School

Significant areas of employment along Route 34 include:
- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

Service Summary
Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

The History
In the past, planning partners for this service included the Texas Department of Human Services, WomenÆs Protective Services, LMPO, Women's Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus' JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been the lead agency and has headed the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, "Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure."

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

1/11/2012 (BP) - Page 1847 of the 1/11/2012 Federal Register indicates a JARC partial apportionment of $99,593. This grant will be amended when the remaining allocation is released after March 2012.

AMEND01 - 6/15/2012 - This admendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. Citibus/City of Lubbock received $42,661 to combine with the original amount of $99,593 for a total of $142,254.

AMEND02 - 10/30/2012 - This admendment is for the addition of funds that was published in the July 10, 2012 Federal Register for funding through September 30, 2012. Citibus/City of Lubbock received $42,661 to combine with the previous amount of $142,254 for a total of $184,915.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
300-00 OPERATING ASSISTANCE	0	$184,915.00	$369,830.00
ACTIVITY			
30.09.01 UP TO 50% FEDERAL SHARE AMEND01, 02	0	$184,915.00	$369,830.00
		Estimated Total Eligible Cost:	**$369,830.00**
		Federal Share:	**$184,915.00**
		Local Share:	**$184,915.00**

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

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

	Accounting				Previously	Amendment	

UZA ID	Classification	FPC	FY	SEC	Approved	Amount	Total
481350	2012.25.37.JL.2	04	2013	37	$142,254.00	$42,661.00	$184,915.00
						Total Previously Approved:	**$142,254.00**
						Total Amendment Amount:	**$42,661.00**
						Total from all Funding Sources:	**$184,915.00**

Alternative Fuel Codes

Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE AMEND01, 02	0	$184,915.00	$369,830.00
To subsidize operational expenses associated with fixed routes 19 and 34, which serve multiple employment- and educational-related destinations along two primary Lubbock corridors. Will be used in FY12. AMEND01 - Increasing grant award $42,661 to match Federal Register published May 9, 2012. AMEND02 - Increasing grant award $42,661 to match Federal Register published July 10, 2012.				

Changes since the Prior Budget

FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
300-00	OPERATING ASSISTANCE	$142,254	$42,661	$184,915
30.09.01	UP TO 50% FEDERAL SHARE AMEND01, 02	$142,254	$42,661	$184,915

Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible
300-00	OPERATING ASSISTANCE	$284,508	$85,322	$369,830
30.09.01	UP TO 50% FEDERAL SHARE AMEND01, 02	$284,508	$85,322	$369,830

Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
300-00	OPERATING ASSISTANCE	0	0	0

30.09.01	UP TO 50% FEDERAL SHARE AMEND01, 02	0	0	0

Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	$199,186	$85,322	$284,508
Adjustment Amount:	$0	$0	$0
Total Eligible Cost:	$199,186	$85,322	$284,508
Total FTA Amount:	$99,593	$42,661	$142,254
Total State Amount:	$0	$0	$0
Total Local Amount:	$99,593	$42,661	$142,254
Other Federal Amount:	$0	$0	$0
Special Condition Amount:	$0	$0	$0

Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE AMEND01, 02 0 $184,915 $369,830

	Milestone Description	Est. Comp. Date
1.	Final Expenditure	Mar. 01, 2013
	Citibus plans to complete all operating expenditures by 3/1/2013. 10/30/12 - Citibus is adding the 4th qtr JARC funds to this grant and should have them spent during the 1st qtr of 2013.	

Part 5. Environmental Findings

300901 UP TO 50% FEDERAL SHARE AMEND01, 02 0 $184,915 $369,830

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

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:	Review
Comment By:	Luciana S Nears
Date Created:	Oct. 30, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	Adding Remaining FY12 apportionment for Operating.

Conditions of Award

Comment Title:	DOL Certification
Comment By:	Eldridge Onco

Date Created:	Nov. 21, 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 November 21, 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:	DOL
Comment By:	Luciana S Nears
Date Created:	Oct. 30, 2012
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant is for Operating assistance Please review this grant for labor certification in accordance with DOL Section 5333(b) Certification. Grantee Contact: Chris Mandrell Citibus Phone 806 712-2002 Email:CMandrell@citibus.com FTA: Lynn Hayes Lynn.hayes@dot.gov

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-37-X094-02

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5316 - Job Access and Reverse Commute/TEA-21 3037

Estimated Total Eligible Cost (in U.S. Dollars): $369,830

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): $184,915

Amount of This FTA Award (in U.S. Dollars): $42,661

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
Amendment 1 Certification Date: 6/26/2012
Amendment 2 Certification Date:

Project Description:

FY 12 JARC (Routes 19 & 34)

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 November 21, 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.

Awarded By:
Mr. Blas M Uribe, IV
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
11/21/2012

TX-37-X094-02 Quarterly Narrative Report

Jul. 01, 2012 through Sep. 30, 2012
As Of Nov. 29, 2012
MS/P Report Submitted , FFR Submitted

Part 1: Recipient Information

Project Number:	TX-37-X094-02
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

Part 2: Project Information

Project No:	TX-37-X094-02
Brief Desc:	FY 12 JARC (Routes 19 & 34)
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563
Start/End Date:	Nov. 01, 2012 - Mar. 01, 2013
Gross Project Cost:	$369,830
Adjustment Amt:	$0
Total Eligible Cost:	$369,830
Total FTA Amt:	$184,915
Total State Amt:	$0
Total Local Amt:	$184,915
Other Federal Amt:	$0

Part 3: Federal Financial Report

Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			$0
B. Federal Cash Receipts			$0
C. Federal Cash Disbursements			$0
D. Federal Cash on Hand at End of Period			$0
E. Total Federal Funds Authorized			$142,254
F. Federal Share of Expenditures	$99,593	$42,661	$142,254
G. Recipient Share of Expenditures	$99,593	$42,661	$142,254
H. Total Expenditures(F + G)	$199,186	$85,322	$284,508
I. Federal Share of Unliquidated Obligations			$0
J. Recipient Share of Unliquidated Obligations			$0

K. Total Unliquidated Obligations(I + J)			$0
L. Total Federal Share (F + I)			$142,254
M. Unobligated Balance of Federal Funds (E - L)			$0
N. Total Recipient Share Required			$142,254
O. Remaining Recipient Share to be provided N - (G + J)			$0
P. Federal Program Income on Hand at Beginning of Period			$0
Q. Total Federal Program income earned			$0
R. Federal Program income expended in accordance with the deduction alternative			$0
S. Federal Program income expended in accordance with the addition alternative			$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			$0
U. Federal Unexpended Program income (P + Q - R or s or T)			$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	$0
Amount Charged	$0
Federal Share	$0

Part 4. Milestone/Progress Report

		Quantity	FTA Amount	Elig. Proj. Cost
30.09.01	UP TO 50% FEDERAL SHARE AMEND01, 02	0	$184,915	$369,830

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	Final Expenditure	3/1/2013	12/31/2012	1		
	DETAILED DESCRIPTION: Citibus plans to complete all operating expenditures by 3/1/2013. 10/30/12 - Citibus is adding the 4th qtr JARC funds to this grant and should have them spent during the 1st qtr of 2013.					

TABLE 6

FY 2012 SECTION 5316 JOB ACCESS AND REVERSE COMMUTE APPORTIONMENTS

(The total available amount for a program is based on funding made available under The Surface Transportation Extension Act of 2012, Part II, Found in Division G of MAP 21, Pub. L 112-141 and Pub. L. 112-055, the Consolidated and Further Continuing Appropriations Act, 2012)

URBANIZED AREA/STATE	APPORTIONMENT
Daytona Beach--Port Orange, FL	176,384
Denton--Lewisville, TX	107,611
Denver--Aurora, CO	902,309
Des Moines, IA	164,605
Detroit, MI	2,176,592
Durham, NC	196,943
El Paso, TX--NM	827,734
Eugene, OR	171,819
Evansville, IN--KY	128,328
Fayetteville, NC	196,460
Flint, MI	267,669
Fort Collins, CO	110,795
Fort Wayne, IN	155,282
Fresno, CA	619,777
Grand Rapids, MI	267,745
Greensboro, NC	149,503
Greenville, SC	199,979
Gulfport--Biloxi, MS	150,779
Harrisburg, PA	152,890
Hartford, CT	406,474
Honolulu, HI	382,452
Houston, TX	2,875,493
Huntsville, AL	117,689
Indianapolis, IN	598,008
Indio--Cathedral City--Palm Springs, CA	216,602
Jackson, MS	243,098
Jacksonville, FL	511,089
Kansas City, MO--KS	672,440
Knoxville, TN	271,865
Lancaster, PA	141,032
Lancaster--Palmdale, CA	211,534
Lansing, MI	194,728
Las Vegas, NV	789,387
Lexington-Fayette, KY	161,582
Lincoln, NE	121,354
Little Rock, AR	250,083
Los Angeles--Long Beach--Santa Ana, CA	10,346,058
Louisville, KY--IN	520,552
Lubbock, TX	184,915
Madison, WI	173,354
McAllen, TX	862,243
Memphis, TN--MS--AR	752,414
Miami, FL	3,615,380
Milwaukee, WI	757,466
Minneapolis--St. Paul, MN	922,151
Mission Viejo, CA	143,083
Mobile, AL	297,618
Modesto, CA	266,715
Nashville-Davidson, TN	430,726

Regular City Council Meeting **5. 3. 2.**

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - CitiBus: Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute Amendment 02 of the FY 2012 New Freedom Mobility Management Grant (Citibus).

Item Summary

The Federal Transit Administration has allocated an additional $16,991 to he City of Lubbock for a fiscal year 2012 New Freedom Mobility Management Grant. This amendment is for the addition of funds that was published in the July 10, 2012 Federal Register for funding through September 30, 2012. The City of Lubbock received $16,991 to combine with the prior amount of $56,966 for a total of $73,954.

The original $39,975 was approved by the City Council on March 29, 2012. The first amendment in the amount of $16,991 was approved by the City Council on September 13, 2012.

The funds will be used to fund a Mobility Manager position (Director of Transportation) at Citibus, to provide paratransit trips outside of the ADA ¾ mile service area, and the Nite Ride Program. Citibus intends to use New Freedom funds to assist members of our community in learning how the use of transit can impact their daily lives by giving them additional mobility options and freedom of travel. The position of Mobility Manager reflects the South Plains Region's Coordination Plan finding that travel training and/or bus familiarization was an unmet need in the region. New Freedom funds are based on a formula using data from the FY 10 National Transit Database reports.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically. Therefore, this resolution provides that the City of Lubbock's Director of Fiscal Policy execute this grant, once approved by the City Council.

Fiscal Impact

The additional $8,034 in local match for this grant is included in the budget amendment above. The remainder of the match is already included in the grant budget.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - New Freedom

New Freedom Grant

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, Amendment #2 of the FY 2012 New Freedom Mobility Management Grant with the Federal Transit Administration, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as is fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

yw:ccdocs/RES.Citibus-Amend New Freedom Mobility 1.3.2013
1.3.2013

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-57-X036-02
Budget Number:	3 - Budget Approved
Project Information:	FY 12 NF (Mob Mgr/Demand Response)

Part 1: Recipient Information

Project Number:	TX-57-X036-02
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:	$27,609

Project Number:	TX-57-X036-02
Project Description:	FY 12 NF (Mob Mgr/Demand Response)
Recipient Type:	City
FTA Project Mgr:	Luci Nears /Linda Kemp 817-978-0569/0563
Recipient Contact:	Chris Mandrell - 806-712-2002
New/Amendment:	Amendment
Amend Reason:	Increase Award
Fed Dom Asst. #:	20521
Sec. of Statute:	5317
State Appl. ID:	None Specified
Start/End Date:	Nov. 01, 2012 - Mar. 01, 2013
Recvd. By State:	Nov. 20, 2012
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Jan. 11, 2012
Program Page:	None Specified
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Adjustment Amt:	$0
Total Eligible Cost:	$27,609
Total FTA Amt:	$16,991
Total State Amt:	$0
Total Local Amt:	$10,618
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 Nuegebauer

Project Details

The Project
Citibus is proposing that FY 2012 New Freedom funds be used to fund a Mobility Manager position at Citibus, as well as fund paratransit trips outside the ADA 3/4 mile boundary and all evening service trips for the FYll fiscal years.

As identified during the regional coordination process, educating passengers and potential passengers on how to access transit services is a valuable component to providing a complete package of transportation options. Unfortunately, funding considerations often mean that this component is not fully utilized. Citibus believes that a coordinated, community-wide approach to educating potential passengers will reap rewards.

Citibus intends to use New Freedom funds to assist members of our community in learning how the use of transit can impact their lives by giving them additional mobility options and freedom of travel. Citibus' program focuses on awareness, knowledge, and skills, each of which builds upon the other. Key components include travel instruction and travel training.

The position of Mobility Manager reflect the South Plains Region's Regional Coordination Plan finding that travel training and/or bus familiarization was an unmet need in the region. In developing the regional plan, all agencies and transportation providers agreed that getting information and instruction to transit users and potential users was an area where a great deal of improvement was needed. One of the earliest concerns the South Plains group had was how to teach consumers to know which vehicle they were supposed to board in the event that coordination of transportation services meant that more than one provider would have vehicles in specific areas.

Additionally, given the fact that large numbers of our current passengers have various disabilities that makes learning a transit system a challenge, it has become increasingly obvious that a targeted approach to mobility instruction would be benefit in our area.

Because of the broad community reach represented by the participants in the regional process, Citibus feels strongly that the members of the public who can benefit from a Mobility Manager at Citibus have been represented during the process.

New Freedom funding will also subsidize paratransit trips beyond 3/4 mile (roughly 350 trips/year) and all evening demand response trips (roughly 4,000 trips/year).

1/11/2012(BP) - Page 1852 of the 1/11/2012 Federal Register indicates a 5317 partial apportionment amount of $39,975. This amount will be amended when the remainder of the apportionment is released after March 2012.

AMEND01 - 6/15/2012 - This amendment is for the addition of funds that was published in the May 9, 2012 Federal Register for funding through June 30, 2012. Citibus/City of Lubbock received $16,991 to combine with the original amount of $39,975 for a total of $56,966.

AMEND02 - 10/30/2012 - This amendment is for the addition of funds that was published in the July 10, 2012 Federal Register for funding through September 30, 2012. Citibus/City of Lubbock received $16,991 to combine with the original amount of $56,966 for a total of $73,957.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
300-00 OPERATING ASSISTANCE	0	$36,977.00	$73,954.00

ACTIVITY			
30.09.01 UP TO 50% FEDERAL SHARE AMEND01,02	0	$36,977.00	$73,954.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	$36,980.00	$46,225.00
ACTIVITY			
11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	0	$36,980.00	$46,225.00
		Estimated Total Eligible Cost:	**$120,179.00**
		Federal Share:	**$73,957.00**
		Local Share:	**$46,222.00**

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	2012.25.57.FL.2	00	2013	57	$28,484.00	$8,496.00	$36,980.00
481350	2012.25.57.FL.2	04	2013	57	$28,482.00	$8,495.00	$36,977.00
						Total Previously Approved:	**$56,966.00**
						Total Amendment Amount:	**$16,991.00**
						Total from all Funding Sources:	**$73,957.00**

Alternative Fuel Codes

Extended Budget Descriptions

30.09.01	UP TO 50% FEDERAL SHARE AMEND01,02	0	$36,977.00	$73,954.00

FY12 funding

Encompasses subsidy for two services:
1. Paratransit extended services area trips, which result in roughly 350 trips annually; and
2. demand response-based NiteRide, which results in roughly 350 trips annually. This service operates six days

per week, from 6:45pm to 10:30 pm. AMEND01 - Increasing ALI $8,495 as part of increase of Federal Award in Federal Register dated May 9, 2012. AMEND02 - Increasing ALI $8,495 as part of increase of Federal Award in Federal Register dated July 10, 2012.				
11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	0	$36,980.00	$46,225.00
Encompasses subsidy for Mobility Manager position. AMEND01 - Increasing ALI $8,496 as part of increase of Federal Award in Federal Register dated May 9, 2012. AMEND02 - Increasing ALI $8,496 as part of increase of Federal Award in Federal Register dated July 10, 2012.				

Changes since the Prior Budget

FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
300-00	OPERATING ASSISTANCE	$28,482	$8,495	$36,977
30.09.01	UP TO 50% FEDERAL SHARE AMEND01,02	$28,482	$8,495	$36,977
117-00	OTHER CAPITAL ITEMS (BUS)	$28,484	$8,496	$36,980
11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	$28,484	$8,496	$36,980

Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible
300-00	OPERATING ASSISTANCE	$56,965	$16,989	$73,954
30.09.01	UP TO 50% FEDERAL SHARE AMEND01,02	$56,965	$16,989	$73,954
117-00	OTHER CAPITAL ITEMS (BUS)	$35,605	$10,620	$46,225
11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	$35,605	$10,620	$46,225

Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
300-00	OPERATING ASSISTANCE	0	0	0
30.09.01	UP TO 50% FEDERAL SHARE AMEND01,02	0	0	0
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0

11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	0	0	0

Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	$64,959	$27,611	$92,570
Adjustment Amount:	$0	$0	$0
Total Eligible Cost:	$64,959	$27,611	$92,570
Total FTA Amount:	$39,975	$16,991	$56,966
Total State Amount:	$0	$0	$0
Total Local Amount:	$24,984	$10,620	$35,604
Other Federal Amount:	$0	$0	$0
Special Condition Amount:	$0	$0	$0

Part 4. Milestones

30.09.01 UP TO 50% FEDERAL SHARE AMEND01,02 — 0 — $36,977 — $73,954

	Milestone Description	Est. Comp. Date
1.	Final Expenditure	Mar. 01, 2013
	Estimated final expenditure of NiteRide expenses will occur before 3/1/2013 10/30/12 - Citibus is adding the 4th qtr funds to this grant and they should be completed in the 1st qtr of 2013	

11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02 — 0 — $36,980 — $46,225

	Milestone Description	Est. Comp. Date
1.	Mobility Management	Mar. 01, 2013

Part 5. Environmental Findings

PRJBUD Project Budget — 0 — $73,957 — $120,179

Finding No. 1 - Class II(d)

D13 - Other
Other

300901 UP TO 50% FEDERAL SHARE AMEND01,02	0	$36,977	$73,954

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

117L00 MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	0	$36,980	$46,225

Finding No. 1 - Class II(c)

C16 - Program Admin. & Operating Assistance

Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

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:	Review
Comment By:	Luciana S Nears
Date Created:	Oct. 30, 2012
Date Updated:	Oct. 30, 2012
Ref Section:	Unknown
Comment:	Adding remaining FY12 apportionment. No comments.

Comments to DOL

Comment Title:	DOL
Comment By:	Luciana S Nears
Date Created:	Oct. 30, 2012
Date Updated:	Oct. 30, 2012
Ref Section:	Unknown
Comment:	No DOL required Section 5317

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-57-X036-02

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5317 - New Freedom

Estimated Total Eligible Cost (in U.S. Dollars): $120,179

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): $73,957

Amount of This FTA Award (in U.S. Dollars): $16,991

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:
Amendment 1 Certification Date:
Amendment 2 Certification Date:

Project Description:

FY 12 NF (Mob Mgr/Demand Response)

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.

Awarded By:
Mr. Blas M Uribe, IV
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
11/21/2012

TX-57-X036-02 Quarterly Narrative Report

Jul. 01, 2012 through Sep. 30, 2012
As Of Nov. 29, 2012
MS/P Report Submitted , FFR Submitted

Part 1: Recipient Information

Project Number:	TX-57-X036-02
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

Part 2: Project Information

Project No:	TX-57-X036-02
Brief Desc:	FY 12 NF (Mob Mgr/Demand Response)
FTA Project Mgr:	Luci Nears /Linda Kemp 817-978-0569/0563
Start/End Date:	Nov. 01, 2012 - Mar. 01, 2013
Gross Project Cost:	$120,179
Adjustment Amt:	$0
Total Eligible Cost:	$120,179
Total FTA Amt:	$73,957
Total State Amt:	$0
Total Local Amt:	$46,222
Other Federal Amt:	$0

Part 3: Federal Financial Report

Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			$0
B. Federal Cash Receipts			$0
C. Federal Cash Disbursements			$0
D. Federal Cash on Hand at End of Period			$0
E. Total Federal Funds Authorized			$56,966
F. Federal Share of Expenditures	$35,171	$21,795	$56,966
G. Recipient Share of Expenditures	$22,120	$13,484	$35,604

H. Total Expenditures(F + G)	$57,291	$35,279	$92,570
I. Federal Share of Unliquidated Obligations			$0
J. Recipient Share of Unliquidated Obligations			$0
K. Total Unliquidated Obligations(I + J)			$0
L. Total Federal Share (F + I)			$56,966
M. Unobligated Balance of Federal Funds (E - L)			$0
N. Total Recipient Share Required			$35,604
O. Remaining Recipient Share to be provided N - (G + J)			$0
P. Federal Program Income on Hand at Beginning of Period			$0
Q. Total Federal Program income earned			$0
R. Federal Program income expended in accordance with the deduction alternative			$0
S. Federal Program income expended in accordance with the addition alternative			$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			$0
U. Federal Unexpended Program income (P + Q - R or s or T)			$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	$0
Amount Charged	$0
Federal Share	$0

Part 4. Milestone/Progress Report

		Quantity	FTA Amount	Elig. Proj. Cost
30.09.01	UP TO 50% FEDERAL SHARE AMEND01,02	0	$36,977	$73,954

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	Final Expenditure	3/1/2013	12/31/2012	1		
	DETAILED DESCRIPTION: Estimated final expenditure of NiteRide					

	expenses will occur before 3/1/2013 10/30/12 - Citibus is adding the 4th qtr funds to this grant and they should be completed in the 1st qtr of 2013					

		Quantity	FTA Amount	Elig. Proj. Cost
11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L)) AMEND01,02	0	$36,980	$46,225

	Milestone Description	Orig. Est. Comp. Date	Rev. Est. Comp. Date	# Rev	Actual Comp. Date	Cont. Code
1.	Mobility Management	3/1/2013	12/31/2012	1		

FEDERAL TRANSIT ADMINISTRATION

TABLE 8

FY 2012 SECTION 5317 NEW FREEDOM APPORTIONMENTS

(The total available amount for a program is based on funding made available under The Surface Transportation Extension Act of 2012, Part II, Found in Division G of MAP 21, Pub. L 112-141 and Pub. L. 112-055, the Consolidated and Further Continuing Appropriations Act, 2012)

URBANIZED AREA/STATE	APPORTIONMENT
Davenport, IA--IL	91,602
Dayton, OH	251,172
Daytona Beach--Port Orange, FL	120,094
Denton--Lewisville, TX	64,831
Denver--Aurora, CO	631,507
Des Moines, IA	115,093
Detroit, MI	1,481,243
Durham, NC	89,235
El Paso, TX--NM	251,736
Eugene, OR	78,524
Evansville, IN--KY	85,204
Fayetteville, NC	97,040
Flint, MI	150,713
Fort Collins, CO	53,551
Fort Wayne, IN	94,227
Fresno, CA	227,084
Grand Rapids, MI	166,719
Greensboro, NC	93,768
Greenville, SC	122,118
Gulfport--Biloxi, MS	90,922
Harrisburg, PA	114,596
Hartford, CT	306,875
Honolulu, HI	247,682
Houston, TX	1,315,329
Huntsville, AL	69,567
Indianapolis, IN	428,506
Indio--Cathedral City--Palm Springs, CA	111,066
Jackson, MS	109,684
Jacksonville, FL	339,363
Kansas City, MO--KS	463,368
Knoxville, TN	165,584
Lancaster, PA	105,258
Lancaster--Palmdale, CA	93,644
Lansing, MI	97,321
Las Vegas, NV	530,672
Lexington-Fayette, KY	86,119
Lincoln, NE	63,963
Little Rock, AR	144,183
Los Angeles--Long Beach--Santa Ana, CA	4,497,182
Louisville, KY--IN	336,122
Lubbock, TX	73,957
Madison, WI	85,059
McAllen, TX	203,462
Memphis, TN--MS--AR	380,387
Miami, FL	2,084,771
Milwaukee, WI	440,132
Minneapolis--St. Paul, MN	651,674
Mission Viejo, CA	134,543

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

Meeting Date: 01/10/2013

Information

Agenda Item

Ordinance 2nd Reading - Business Development: Consider an ordinance 2012-O0142 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication.

Item Summary

On December 17, 2012, the City Council approved the first reading of the ordinance.

The City received a request from Lubbock Economic Development Alliance (LEDA) to sell them City-owned property located on the south side of East 14th Street at Elm Avenue for redevelopment. In order for the City to sell property to LEDA, a reinvestment zone must be created that encompasses the property.

The creation of a reinvestment zone will allow the City to sell the land to LEDA per Local Government Code, Section 272.001(b). The proposed zone includes only the property located on East 14th Street that is proposed for sale to LEDA. A full description of the location is included in the ordinance. Designation of the land as a reinvestment zone, and selling the land to LEDA, will allow LEDA to develop the property.

As required by Chapter 312 Section 312.201 (d) of the Tax Code, a public hearing was held to discuss the designation of the LEDA Reinvestment Zone prior to consideration of the designation ordinance. Once the public hearing has been held and the findings are made that the improvements sought are feasible and practical and would benefit the land, than the next step is adopting an ordinance designating the LEDA Reinvestment Zone

Fiscal Impact

All cost associated with the creation of the reinvestment zone will be paid by Lubbock Economic Development Alliance.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE DESIGNATING A REINVESTMENT ZONE WITHIN THE CITY OF LUBBOCK AS AUTHORIZED BY CHAPTER 312, TAX CODE; DESCRIBING THE BOUNDARIES OF SAID ZONE; DESCRIBING THE ELIGIBILITY OF SAID ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; PROVIDING A SAVING CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, Chapter 312 of the Tax Code authorizes the City Council of the City of Lubbock to designate a Reinvestment Zone for Commercial-Industrial tax abatement purposes; and

WHEREAS, the City of Lubbock has heretofore established its intent to participate in tax abatement by Resolution and has established guidelines and criteria for commercial-industrial tax abatement within the City of Lubbock; and

WHEREAS, the City Council of the City of Lubbock did declare its intent to create said Reinvestment Zone by its adoption of Resolution No. 2012-R0453 on November 29, 2012; and

WHEREAS, City Council did cause a Notice of Intent to create said Reinvestment Zone to be delivered to all taxing units levying taxes on real property within the zone; and

WHEREAS, the boundaries of the Reinvestment Zone were described in the Exhibit A attached to and made a part of Resolution No. 2012-R0453; and

WHEREAS, the City Council did hold a public hearing to consider the establishment of said reinvestment zone as hereinafter described, which said hearing was conducted on December 17, 2012, prior to the adoption of this Ordinance; and

WHEREAS, the City Council did find at the conclusion of said hearing that the improvements sought for the property within the Reinvestment Zone are feasible, practical and would benefit the land; and

WHEREAS, the City Council of the City of Lubbock has determined and finds that the real property to be included in the Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and would contribute to the economic development of the City of Lubbock;

NOW THEREFORE:

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

SECTION 1: THAT by and under the authority of Chapter 312, Tax Code, the following described real property located within the City of Lubbock, County of Lubbock, Texas, is hereby designated as a Reinvestment Zone:

METES AND BOUNDS DESCRIPTION OF a 11.809 acre tract out of a 64.5 acre tract as described in Volume 1234, Page 650 of the Deed Records of Lubbock County, Texas, located in Section 3, Block O, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found in the South right-of-way line of East 14th Street, at the most Westerly Northwest corner of said 64.5 acre tract and this tract, same being the original Northeast corner of Lot 3, Hill Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 533 of the Deed Records of Lubbock County, Texas, from whence a found 3/4" iron pipe bears N. 88°12' W. 250.00 feet;

THENCE S. 88°12' E., along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 130.70 feet to a 1/2" iron rod with cap set for a corner of said 64.5 acre tract and this tract;

THENCE N. 01°48' E. continuing along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 15.00 feet to an "X" cut in concrete in the South right-of-way line of East 14th Street as described in Volume 378, Page 303 of the Deed Records of Lubbock County, Texas, for the most Northerly Northwest corner of said 64.5 acre tract and this tract;

THENCE S. 88°12' E., continuing along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 961.84 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract, from whence a found 3/4" iron pipe bears S. 88°12' E. 429.29 feet;

THENCE S. 01°48' W. a distance of 301.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE S. 69°27'52" W. a distance of 480.91 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 88°12' W. a distance of 301.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 44°32' W. a distance of 229.50 feet to a 1/2" iron rod with cap set in the Western boundary of said 64.5 acre tract and the Eastern boundary of a tract described in Volume 89, Page 213 of the Deed Records of Lubbock County, Texas, for the most Southerly Southwest corner of this tract;

THENCE N. 45°28' W., along the Western boundary of said 64.5 acre tract and the Eastern boundary of said tract described in Volume 89, Page 213, a distance of 260.00 feet to a 3/4" iron pipe found at the Southeast corner of said Lot 3, Hill Addition, a corner of said 64.5 acre tract and the most Westerly Southwest corner of this tract;

THENCE N. 01°48' E., along the Eastern boundary of said Lot 3, Hill Addition and the Western boundary of said 64.5 acre tract, a distance of 460.90 feet to the Point of Beginning.

Bearings are relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

CONTAINS: 514,392 square feet.

SECTION 2. THAT the area of the Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and will contribute to the economic development of the City of Lubbock.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____, 2012.
Passed by the City Council on second reading on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Budget Director

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

LC:cityatt/Linda/ReinvestmentZoneOrd 2012
November 20, 2012

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

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution allowing islands in public streets in the Elm Park Addition on Oakridge Avenue and 30th Street.

Item Summary

Subdivision Regulations, Chapter 38, Sec.38.01.005 of the Code of Ordinances, require City Council approval of islands proposed in public streets during the development of new subdivisions. This request is for multiple islands on Oakridge Avenue, located between 32nd and 34th Street, and 30th Street between Norwich Avenue and Milwaukee Avenue.

The developer has stated in his letter provided in the backup, that the medians, if allowed, will be permanently owned and maintained by a Home Owners Association, including all maintenance, watering, and any decorative features.

Paving plans for the development have not been submitted to the Public Works Engineering Department for approval at this time. The pavement structure adjacent to the islands will be engineered to withstand the additional irrigation and traffic volumes. Tigris Development, LLC, has indicated that they will have concrete paving adjacent to the medians on Oakridge Avenue and 30th Street. The final pavement design will require the City Engineer's approval.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Elm Park

Developer Letter

Plat

RESOLUTION

WHEREAS, Chapter 38, Section 38.01.005(17) of the Code of Ordinances of the City of Lubbock (Subdivision Regulations) requires City Council approval of a street design which will include an island within the street; and

WHEREAS, the Owner/Developer of Elm Park has requested that the City Council approve a street design that will include islands in streets within the boundaries of this development, platted as Tracts C through K & Tracts 1-7, Elm Park an addition to the City of Lubbock, Texas; and

WHEREAS, said islands are to remain under private ownership and will be owned and maintained as open space area by a homeowner's association; NOW THEREFORE:

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

THAT, the City Council of the City of Lubbock hereby approves the inclusion of islands in the streets within the boundaries of Elm Park, namely located on Oakridge Avenue and 30th Street as shown on Exhibit "A" attached hereto and incorporated herein by reference to be owned and maintained by the Elm Park Property Owner's Association in accordance with the request of Tigris Development, LLC, which request is attached hereto as Exhibit "A" and made a part hereof for all intents and purposes.

THAT, as a condition of approval, if any, of islands in the streets located within Elm Park, the Developer shall be required to present to the City Engineer the design and construction of a street pavement structure adjacent to such islands that exceeds the minimum standard specifications for street paving, and that design and construction proposal must be approved by the City Engineer.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed

Marsha Reed, P.E., Chief Operations Officer

APPROVED AS TO FORM:

Chad Weaver

Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Subdivision Regs-Elm Park
December 18, 2012

TIGRIS DEVELOPMENT, LLC.

5215 79th Street
Lubbock, Texas 79424
Tel: 806-794-6969 / Fax: 806-798-3874

November 16, 2012

City of Lubbock, Texas
Attn: Wood Franklin
P.O. Box 2000
Lubbock, Texas 79457

Re: Preliminary Plat Elm Park Tracts C through K & Tracts 1-7, a proposed addition to the City of Lubbock, Lubbock County Texas, in the Southeast Quarter of Section 43, Block AK (herein sometimes the "Preliminary Plat").

Dear Wood:

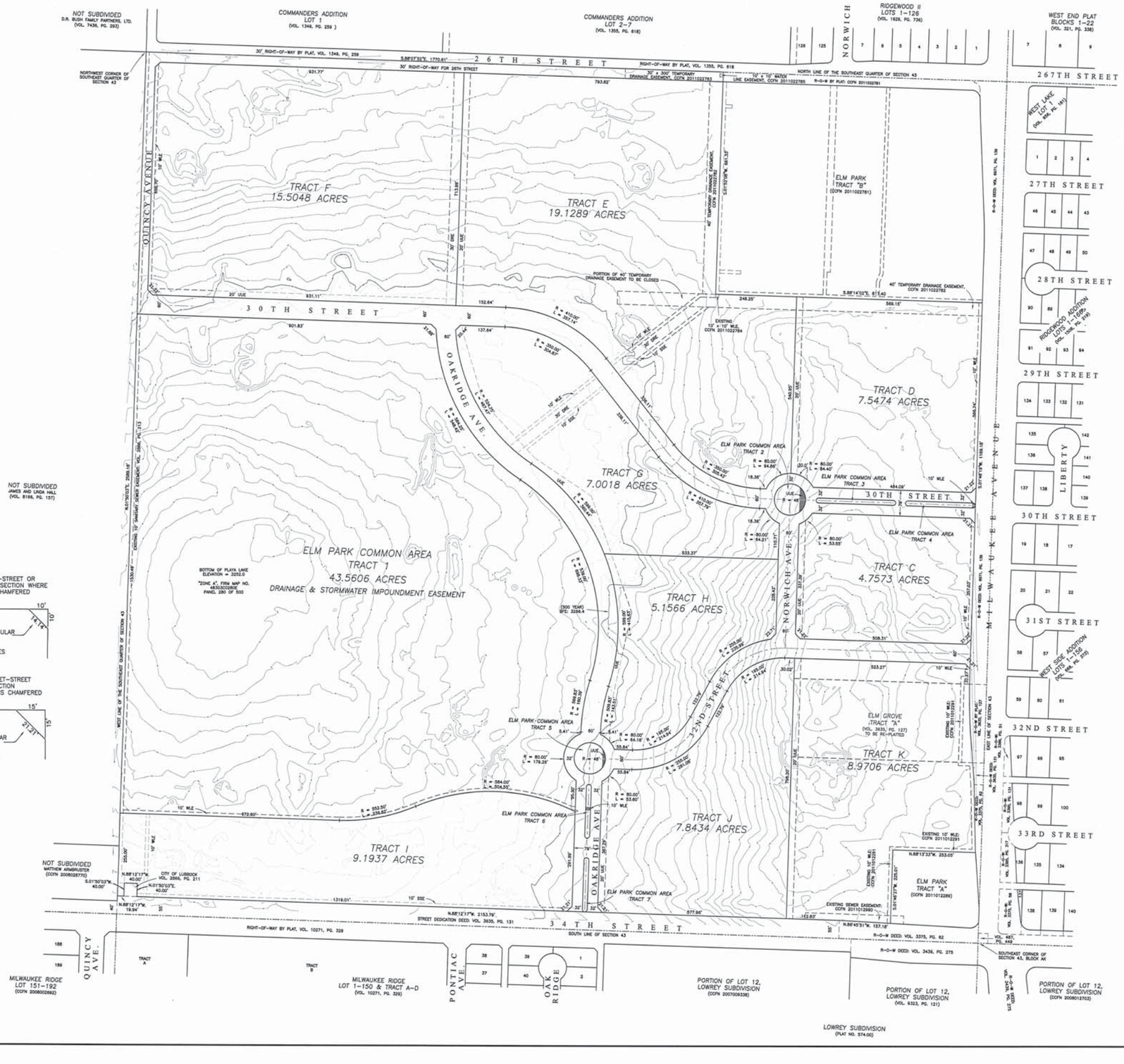
As you know, we have recently submitted the above referenced Preliminary Plat for approval (a copy of which is attached hereto and fully incorporated herein as Exhibit A). After review by the various department heads, it now seems the Preliminary Plat will be approved at the next P&Z hearing. After speaking with Randy and Keith, they have advised that since the Preliminary Plat contains certain islands (as shown and located therein on Oakridge Avenue and 30th Street), a letter describing our paving plans around the said islands would be appropriate. Accordingly, please let this letter serve as our agreement with the City that if the islands are actually installed (noting the Preliminary Plat is subject to change from time to time), the portions of the streets along Oakridge Avenue and 30th Street immediately adjacent to the islands will be paved with concrete rather than asphalt at such time the streets are dedicated to the City. It should be noted that it is our intent the islands will be owned by an Association as Common Area within Elm Park. The islands will contain various landscaping features such as plants, vegetation, trees, and possibly self-contained fountains. We desire to obtain the Council's approval for the islands. Please submit the island plan before the Council for approval. Feel free to contact us should you have any questions whatsoever.

Sincerely yours,

Tigris Development, LLC

By: _____
Ty W. Craft, Counsel

PRELIMINARY PLAT
ELM PARK,
TRACTS C THROUGH K & TRACTS 1 THROUGH 7
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
IN THE SOUTHEAST QUARTER OF SECTION 43, BLOCK AK



SCALE: 1" = 150'

DRE = DRAINAGE EASEMENT.
SSE = SANITARY SEWER EASEMENT.
UUE = UNDERGROUND UTILITY EASEMENT.
WLE = WATER LINE EASEMENT.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: OCTOBER 16, 2012

HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING AND ZONING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
ALL UTILITY SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS AND THE PROVISIONS OF SECTION 36.09.095 OF THE LUBBOCK CODE OF ORDINANCES.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE SUBDIVIDER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO THE RECORDING OF THIS FINAL PLAT.
ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENTS PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENTS SHALL BE AT THE EXPENSE OF THE ENTITY REQUESTING SUCH INSTALLATION.
ALL EASEMENTS HEREIN GRANTED SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR, REMOVAL OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN ON THIS PLAT FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 28.09.131, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
THIS TRACT CONTAINS 140.0373 ACRES.

BASE FLOOD ELEVATION (500 YEAR EVENT) = 3266.4 (NAVD 88).
SHADED AREAS ARE TO BE FILLED TO OR ABOVE THE 500 YEAR BASE FLOOD ELEVATION.

STEVENS SURVEYING
806-687-1569
6310 GENOA AVE.SUITE A
LUBBOCK, TEXAS 79424

SWW

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 10578 with Parkhill Smith and Cooper, Inc., for a Professional Services Agreement for permitting and design of a Bio-Solids Management Facility for the Wastewater Treatment Plant, RFQ 12-10578-CI.

Item Summary

In 2007 the City of Lubbock completed a Solids Stream Study at the Southeast Water Reclamation Plant (SEWRP). The study identified alternative bio-solids management methods that would reduce the City's dependence on the disposal of solids at the West Texas Regional Disposal Facility (WTRDF) in Abernathy. Currently the WTRDF accepts an average of 450 tons of sludge from the SEWRP a week or approximately 15 truckloads of sludge per day. The projected solids production in 2030 will exceed the Municipal Solid Waste Permit for the WTRDF.

In May 2012, the City of Lubbock advertised a Request for Qualifications (RFQ) seeking professional engineering firms to submit qualifications for providing professional services associated with the design of a Dedicated Land Disposal Facility (Bio-Solids Facility). The following five engineering firms submitted qualifications for the Dedicated Land Disposal Facility (Bio-Solids Facility) RFQ:
1. Parkhill Smith and Cooper, Inc., of Lubbock, Texas
2. Brown and Caldwell of El Paso, Texas
3. CP&Y, Inc., of Dallas, Texas
4. eHT, Inc., of Lubbock, Texas

The evaluation committee independently reviewed the Statements of Qualifications based on the criteria listed in the RFQ. Those criteria and relative importance are summarized as follows:
1. Project Team Organization and Qualifications (40%)
2. Experience on Similar Projects (35%)
3. Project Approach (20%)
4. Overall Responsiveness to the RFQ (5%)

After ranking the statement of qualifications and presentations, staff recommends award to Parkhill Smith and Cooper, Inc., for a not to exceed amount of $265,862. This phase of the contract includes professional engineering services to evaluate the Bio-Solids facility location, additional disposal options, and permitting of the selected facility.

Fiscal Impact

$2,000,000 is appropriated in Capital Improvement Project 92250, Dedicated Land Disposal Facility,with $265,862 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution
Contract
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement for permitting, design and construction of a Bio-Solids Management Facility, 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 _____.

_____
GLEN C. ROBERTSON, 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.Agrmt-Parkhill, Smith & Cooper
December 10, 2012

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for Bio-Solids Facility (Contract _____) is entered into this _____ day of _____, 2013, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill Smith & Cooper, Inc. (the "Engineer"), a Texas Corporation.

WITNESSETH

WHEREAS, Engineer has been selected to prepare a permit application to be submitted and ultimately approved by the Texas Commission on Environmental Quality (TCEQ) for a Bio-Solids Management Facility (the "Project"), for the City. On approval of the permit application and all supporting documents by TCEQ, engineering plans and specifications will also be prepared by the Engineer for construction of the Project, more specifically described as follows:

City intends to permit, design and construct at a site to be determined with this contract, a new facility for managing bio-solids produced by Lubbock's Water Reclamation Plant. The Project will include all permitting, engineering plans and construction phase services necessary for an operable facility to dispose of bio-solids in accordance with TCEQ requirements. Engineer will perform all engineering required in order for the City to obtain a TCEQ permit and then prepare all engineering plans and specifications necessary for bidding and construction by a third party selected by competitive bidding process of the Project. Engineer is to provide site selection assistance, permit preparation and submission as well as responding to TCEQ comments to obtain technical approval of the permit. Engineer will also assist City in soliciting and selection of potential operators for any composting operation that may be authorized by the permit.

Public Hearings that may be required will be determined at a later date and an amendment to this contract will be prepared as necessary. Additionally, engineering plans and specifications fee scope will also be determined after the actual permit has been technically approved by TCEQ. An amendment will be made following TCEQ permit approval to this contract for Engineer to prepare these documents. Exhibit A of this contract includes the scope for site selection and permit preparation as authorized by the City.

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

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

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

ARTICLE I

Services

1.01 Engineer shall conduct all activities and within such time frames, as set forth on Exhibit "A", "Scope of Services – attached hereto (the "Services").

1.02 Engineer's Personnel at the Project Site: The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to City and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their

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

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be a not to exceed amount of $265,862 as provided in Exhibit "B". Billing rates for time and materials portions are provided in Exhibit "B," attached hereto. The materials and labor amounts shall be invoiced to the City monthly for work performed.

2.02 This Agreement shall expire three hundred sixty five (365) calendar days following Notice to Proceed. Time shall be temporarily suspended during City and TCEQ review periods as appropriate. Additionally, the City may terminate this Agreement by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice.

2.03 The Engineer's compensation is based on timely authorization to proceed and timely completion of the Project. If the Project timing deviates from the assumed schedule for causes beyond the Engineer's control, the Engineer may request renegotiation of those portions of the compensation affected by the time change.

2.04 If the Engineer determines that additional time is required to complete the Services, the City Manager, or her designee, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01

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

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V

Insurance/Indemnity

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

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability and automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Combined Single Limit:	$1,000,000
Professional Liability:	
Combined Single Limit:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$500,000 Per Occurrence

Engineer shall further cause any approved subcontractor to procure and carry, during the term on 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 additional insured with respect to the Automobile Liability and Commercial General Liability on a primary and non contributory basis to include product-comp/op and provide a waiver of subrogation in favor of the City. 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. 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 material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City.

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 Agreement.

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, arising from, or related to Engineer's use or occupation of City owned lands, and/or any matter related to Engineer's activities, performances, operations or omissions under this Agreement to the extent of Engineer's negligence of any kind or type. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VI

Miscellaneous

6.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein at the time services are performed.

6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

John Turpin, P.E.
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-2051

For Engineer:

Robert H. Holder, P.E.
Parkhill Smith & Cooper, Inc.
4222 85th St.
Lubbock, TX 79423
Facsimile: (806) 473-3500

6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

6.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.

6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

6.07 Any and all final documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above. The City will assume sole liability for any reuse or modification of the Engineer's work product. The Engineer may make copies of any and all work products for its files.

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

6.09 Except as otherwise provided herein, neither City nor Engineer may assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The term "Engineer", as used in

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

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

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

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

PARKHILL SMITH & COOPER, INC.

By: _____

Name: Robert H. (Holly) Holder, P.E.

Title: Principal – Director Public Works Sector

CITY OF LUBBOCK

_____

Glen C. Robertson, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Marsha Reed, P.E., Chief Operations Officer

APPROVED AS TO FORM:

_____

City Attorney

ATTACHMENT A
SCOPE OF SERVICES *(Revised 12/17/12)*

Task I: Solids Study

The City of Lubbock will provide PSC with a solids study detailing the solids content of sludge and analyzing transportation costs. The study will aide PSC in the design of the biosolids composting facility and of the dedicated land disposal facility.

Task I - Proposed Fee: Not Applicable

Task II: Potential Site Evaluation (Three Sites)

PSC will evaluate three potential sites for the location restrictions listed below. Recommendations and results of our research will be presented in a report with cost analyses. The proposed fee for this task includes three meetings with City of Lubbock staff. PSC will recommend one site for selection.

Subtask A: Location Restriction Evaluation

The location restrictions listed below will be evaluated for each of the three potential sites.

1. Floodplain
   The facility shall be located outside of the 100-year floodplain unless the applicant can demonstrate that the facility is design and will operate to prevent washout during a 100-year storm event, or obtains a Conditional Letter of Map Amendment (CLOMA) from the Federal Emergency Management Administration (FEMA) Administrator.

2. Drainage
   The facility shall not significantly alter existing drainage patterns.

3. Wetlands
   The facility shall not be located in wetlands.

4. Water Wells
   The facility shall be located at least 500-feet from all public water wells and at least 150-feet from private water wells.

5. Surface Water
   The facility shall be located at least 100-feet from creeks, rivers, intermittent streams, lakes, bayous, bays, estuaries, or other surface waters in the State.

6. Setback Distance
   The setback distance from the facility boundary to the areas for receiving, processing, or storing feedstock or final product shall be at least 50-feet.

Subtask A - Proposed Fee (Hourly, Not to Exceed): $6,848.00

Subtask B: Additional Siting Factors
These additional siting factors are not restrictions on the location, but will help to compare and contrast the three potential sites.

1. Adjacent Landowners
   Locate all adjacent landowners within ¼-mile of each of the three sites.

2. Depth to Groundwater
   Determine the approximate depth to groundwater for each potential site.

3. Soil Characteristics
   Research site soil characteristics using publicly available soils data for each site.

4. Prevailing Wind Direction
   Determine the prevailing wind direction and any potential impacts related to each potential site.

5. Proximity to SEWRP
   Perform a cost analysis of each site based on the haul distance from the SEWRP to each potential site.

6. Topography
   Analyze the topography of each potential site.

Subtask B - Proposed Fee (Hourly, Not to Exceed): *$7,376.00*

Task II - Proposed Fee (Hourly, Not to Exceed): $14,224.00

Task III: Selected Site Data Collection

Once a final site is chosen by the City of Lubbock, PSC will obtain data that is specific to that site. This information is integral to the permit process and will also aid in the design of the overall facility.

Subtask A: Surveying Services (Sub Consultant)
Perform a topographic, improvement, and boundary survey of the site to be permitted. Metes and bounds description and deed are to be filed with the Lubbock County Clerk detailing the type of facility, permit issuing agency, and owner contact information.

Subtask A - Proposed Fee (Hourly, Not to Exceed): *$10,140.00*

Subtask B: Geotechnical Services (Sub Consultant)
Perform twenty-six borings to develop a three-dimensional picture of hydraulic head; flow-net analysis to determine direction and speed of groundwater flow; soils testing to determine typical soil characteristics of each stratum from ground level to the water table.

Subtask B - Proposed Fee (Hourly, Not to Exceed): *$77,600.00*

Task III - Proposed Fee: (Hourly, Not to Exceed): $87,740.00

Task IV: Preparation of Request for Statement of Interest

PSC will prepare a request for statement of interest (SOI) for private operation of the biosolids management facility. City of Lubbock staff will provide PSC with an SOI template for use in preparing the SOI. Upon receipt of SOI responses, PSC will aid City staff in reviewing and recommending an operator for the biosolids management facility.

Subtask A: Request for Statement of Interest
Preparation, review, and recommendation of SOI.

Subtask A - Proposed Fee (Hourly, Not to Exceed): *$10,914.00*

Task IV - Proposed Fee (Hourly, Not to Exceed): $10,914.00

Task V: Site Visits

Subtask A: Site Visit – Austin, Texas - Biosolids Composting
A site visit will be made to the City of Austin's biosolids composting site. Fee includes airfare, hotel, meals, and rental vehicle for three PSC staff and three City of Lubbock staff for one day. Field observations will aid in design and operation of the proposed biosolids composting facility.

Subtask A – Proposed Fee (Hourly, Not to Exceed): *$3,424.00*
Subtask A – Proposed Fee (Reimbursable): *$3,188.00*

Subtask B: Site Visit – Sacramento, California - Dedicated Land Disposal
A site visit will be made to the City of Sacramento, California's dedicated land disposal site. Fee includes airfare, hotel, meals, and rental vehicle for three PSC staff and three City of Lubbock Staff for three days and two nights. Field observations will aid in design and operation of the proposed DLD facility.

Subtask B – Proposed Fee (Hourly, Not to Exceed): *$10,272.00*
Subtask B – Proposed Fee (Reimbursable): *$11,260.00*

Task V - Proposed Fee (Hourly, Not to Exceed): $28,144.00

Task VI: Permit Application Forms

PSC will prepare the application forms for the composting site and dedicated land disposal site including the core data form. The proposed fee for this task includes two meetings with City of Lubbock staff.

Subtask A: Prepare TCEQ Form 0653, Notice of Intent to Apply for a Compost Facility Permit or Registration. Prepare TCEQ Core Data Form.

Subtask A - Proposed Fee (Hourly, Not to Exceed): $3,466.00

Subtask B: Prepare TCEQ Form 0744, Application for Permit to Process, Surface Dispose, or Incinerate Sludge. Prepare TCEQ Core Data Form.

Subtask B - Proposed Fee (Hourly, Not to Exceed): $3,466.00

Task VI - Proposed Fee (Hourly, Not to Exceed): $6,932.00

Task VII: Permit Application

The permit application is an attachment to the application form that contains general information about the owner, existing conditions and characteristics of the proposed site, and all operational and design considerations. The proposed fee for this task includes four meetings with City of Lubbock staff.

Subtask A: General Information

This portion of the report contains location maps, owner information, and data regarding the surrounding area.

1. Title Page
   The title page shall show the name of the project, the name of the applicant, and the location by city and county.

2. Signature of Applicant
   The signature of the applicant(s), checked against agency requirements, in accordance with §305.44.

3. Affidavit
   A notarized affidavit from the applicant(s) verifying land ownership and landowner agreement to the proposed activity.

4. Table of Contents
   The table of contents shall list and give the page numbers for the main sections of the application.

5. Legal Authority
   The applicant shall provide verification of his/her legal status. Normally, this is a one-page certificate of incorporation issued by the Office of the Secretary of State.

6. Evidence of Competency
   The applicant shall provide the names of the principals and supervisors of the applicant's organization relative to the proposed compost operation and the name, location, and permit or registration number of any compost operations or solid waste operations that it is operating or has operated in Texas.

7. Notice of Appointment
   The applicant shall provide a notice of appointment identifying the applicant's engineer.

8. Notice of Coordination
   The applicant shall provide notice of coordination with all local, state, and federal government officials and agencies.

9. Legal Description
   The applicant shall provide a legal description of the property and the county, book, and page number of the current ownership record from the county deed records and a boundary metes and bounds drawing and description of the site signed and sealed by a registered professional land surveyor.

10. Location Description
    The applicant shall clearly show the boundaries of the planned facility on a map that is all or a portion of a county map prepared by Texas Department of Transportation (TxDOT). At a minimum, the map shall be at a scale of 1/2 inch equals one mile. The applicant shall also supply geographic coordinates for the southeast corner of the facility.

11. Landowner List
    The applicant shall include a list of adjacent landowners within a quarter mile of the facility boundary and their addresses along with an appropriately scaled map locating the property owned by these persons.

Subtask A - Proposed Fee (Hourly, Not to Exceed): *$7,539.00*

Subtask B: Site Operating Plan
This document is to provide guidance from the design engineer to the site management and operating personnel in sufficient detail to enable them to conduct day-to-day operations in a manner consistent with the engineer's design.

1. Process Description

   a. Feedstock Identification
      The applicant shall prepare a list of the materials intended for processing along with the anticipated volume to be processed. This section shall also contain an estimate of the daily quantity

of material to be processed at the facility along with a description of the proposed process of screening for unauthorized and prohibited materials.

b. Tipping Process
Indicate what happens to the feedstock material from the point it enters the gate. Indicate how the material is handled in the tipping area, how long it remains in the tipping area, what equipment is used, how the material is evacuated from the tipping area, at what interval the tipping area is cleaned, and the process used to clean the tipping area.

c. Process
Indicate what happens to the material as it leaves the tipping area. Indicate how the material is incorporated into the process and what process or processes are used until it goes to the post-processing area. The narrative shall include: water addition, processing rates, equipment, energy and mass balance calculations, and process monitoring method.

d. Post-Processing
Provide a complete narrative on the post-processing process, include post-processing times, identification and segregation of product, storage of product, quality assurance, and quality control.

e. Product Distribution
Provide a complete narrative on product distribution including items such as: end-product quantities, anticipated final grades, packaging, labeling, loading, and tracking bulk material.

f. Process Diagram
Provide a process diagram that displays graphically the narrative generated in response to clauses 1.a. – 1.e. of this subtask.

2. Personnel
The minimum number of personnel and their functions to be provided by the site operator in order to have adequate capability to conduct the operation in conformance with the design and operational standards.

3. Equipment
The minimum number and operational capacity of each type of equipment to be provided by the site operator in order to have adequate capability to conduct the operation in conformance with the design and operational standards.

4. Security, Site Access Control, Traffic Control, and Safety

5. Control of Dumping

6. Fire Prevention Plan

7. Control of Windblown Material

8. Vector Control

9. Quality Assurance and Quality Control

10. Equipment Failures

11. Anticipated Final Grade of Materials

Subtask B - Proposed Fee (Hourly, Not to Exceed): $26,849.00

Subtask C: Site Development Plan

The applicant shall submit a site development plan reflecting the provisions in 30 TAC §332 to the maximum extent possible.

1. Protection of Surface Water

   The facility must be constructed, maintained, and operated to manage run-on and run-off during a 25-year, 24-hour rainfall event and must prevent discharge into waters in the state of feedstock material, including, but not limited to, in-process and/or processed materials. Any waters coming into contact with feedstock, in-process, and processed materials must be considered leachate. Leachate must be contained in retention facilities until reapplied on piles of feedstock, in-process, or unprocessed materials. The retention facilities must be lined.

2. Protection of Groundwater

   The facility must be designed, constructed, maintained, and operated to protect groundwater. Facilities that compost municipal sewage sludge must install and maintain a liner system. The liner system must be provided where receiving, mixing, composting, post-processing, screening, or storage areas would be in contact with the ground or in areas where leachate, contaminated materials, contaminated product, or contaminated water is stored or retained. The application must demonstrate the facility is designed to prevent contamination or degradation of the groundwater. Protection of groundwater includes protection of perched water or shallow surface infiltration. The lined surface must be covered with a material designed to withstand normal traffic from the composting operations. At a minimum, the lined surface must consist of soil, synthetic, or an alternative material such as concrete that is equivalent to two feet of compacted clay with a hydraulic conductivity of $1x10^{-7}$ centimeters per second or less.

3. Site Sign

   The facility shall have a sign at the entrance indicating the type of facility, the permit number, hours of operation, and the allowable feed stocks.

4. Access and Access Control
   The facility access road shall be an all-weather road. The facility shall be completely fenced with a gate that is locked when the facility is closed.

5. Layout Plan
   Provide a plan view showing locations of compost units, access roads, access control, drainage improvements, and all other facilities to be located within the permitted site boundary.

6. Cross-sections
   Provide cross-sections of active sludge units showing existing ground elevations, subgrade elevations, and groundwater elevations.

7. Geology Report
   Report detailing the existing geology at the permitted site including a profile of soil types encountered down to the groundwater table and depth to shallowest groundwater.

8. Groundwater Characterization Report
   Report detailing the existing groundwater at the permitted site including flow direction, gradient, depth, and constituent concentrations.

9. Leachate & Contaminated Water Plan
   Plan detailing how leachate and contaminated water will be collected, transported, and disposed.

10. Groundwater Sampling & Analysis Plan
    Plan detailing groundwater monitoring system including number and depth of wells, monitoring frequency, constituents, and methods for statistical analysis.

11. Gas Management Plan
    Description of the system used to monitor for methane gas in the air in any structures within the disposal site and in the air at the property line of the site.

Subtask C - Proposed Fee (Hourly, Not to Exceed): $75,153.00

Subtask D: Closure Plan and Financial Assurance
The applicant shall provide a plan for proper closure of the facility, including disposition of any remaining feed stocks, in-process, and processed materials.

1. Closure Cost Estimates
   Provide a written cost estimate, in current dollars, showing the cost of hiring a third party to close the facility by disposition of all processed and unprocessed materials in accordance with all applicable regulations.

2. Financial Assurance
   An owner or operator of a recycling facility that poses a significant risk to public health and safety shall establish and maintain financial assurance for closure of the facility.

3. Closure Requirements
   Closure must include collecting processed and unprocessed materials, and transporting the materials to an authorized facility for disposition.

Subtask D - Proposed Fee (Hourly, Not to Exceed): *$3,368.00*

Task VII - Proposed Fee (Hourly, Not to Exceed): $112,908.00

Task VIII: Permit Application Review

Once completed, the permit application will be submitted to the TCEQ for review and approval. The first step of the review process is known as administrative review. During this review the TCEQ verifies that all necessary documents have been submitted. After the application is deemed administratively complete, a public notice will be issued. The second step of the review process is technical review. During this review the TCEQ reviews all documents to verify they are technically complete. After the application is deemed technically complete, another public notice will be issued.

Subtask A: Administrative Review
The application will be reviewed by TCEQ staff for administrative completeness within 14-calendar days of receipt of the application by the executive director. Notice of Receipt of Application and Intent to Obtain Registration (NORI) is published by applicant after the application is declared administratively complete. PSC will respond to any comments received and publish the NORI as required.

Subtask A - Proposed Fee (Hourly, Not to Exceed): *$2,500.00*

Subtask B: Technical Review
The technical aspects of the application will reviewed and evaluated. Upon technical completion, TCEQ staff will prepare a draft permit and fact sheet. Notice of Application and Preliminary Decision (NAPD) is published by the applicant after the application is declared technically complete. PSC will respond to any comments received and publish the NAPD as required.

Subtask B - Proposed Fee (Hourly, Not to Exceed): *$2,500.00*

Task VIII - Proposed Fee (Hourly, Not to Exceed): $5,000.00

ATTACHMENT B

PARKHILL, SMITH & COOPER, INC.

PROJECT BUDGET SHEET

LOCATION CODE:	01
PROJECT NAME:	Lubbock Biosolids Composting & DLD
JOB NO.:	01.2663.12
TASK:	PRMT
DATE:	12/17/12
FEE TYPE:	Lump Sum
PREPARED BY:	TMM
PRINCIPAL:	RHH
PROJ. MANAGER:	RHH
OVERHEAD RATE:	
PROFIT ON LABOR:	
PROFIT ON REIMB:	10.00%
PROFIT ON DIRECTS:	10.00%

TOTAL FEE:	$265,862	LABOR:	$168,618
LABOR:	$168,618	DIRECTS:	$82,797
OVERHEAD:		SUBTOTAL:	$251,415
REIMB. CONSULTANTS:			
REIMB. EXPENSES:	$13,134	REIMB. FEE:	$14,447
DIRECT CONSULTANTS:	$75,270		
DIRECT EXPENSES:		TOTAL FEE:	$265,862

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	148	$26,344
01	Firm Principal	126	$16,884
03	Engineer	223	$25,868
07	Engineer in Training	538	$52,724
08	Engineering Technologist	393	$38,514
18	Clerical	109	$8,284

FEE ESTIMATING SHEET	PROJECT:	ubbock Biosolids Composting & DL	JOB NO.:	01.2663.12	TASK:	PRMT

SALARY		CATEGORY OF PERSONNEL RATE PER HOUR							
TASK	Trips	FP 01 $178.00	FP 01 $134.00	ENG 03 $116.00	EIT 07 $98.00	ENG TECHNO 08 $98.00	CLERICAL 18 $76.00		TOTAL
Task I: Solids Study and Site Visit									
Solids Study									
BUDGET SUBTOTALS: HOURS/	Trips -								
SALARY									
Task II: Potential Site Evaluation (Three Sites)									
Location Restrictions	3								
Floodplain *(narrative + three dwgs)*				1	2	2	1		6
Drainage *(narrative + three dwgs)*		1		1	2	2	1		7
Wetlands *(narrative + three dwgs)*				1	2	2	1		6
Water Wells *(narrative + three dwgs)*				1	2	2	1		6
Surface Water *(narrative + three dwgs)*			1	1	2	2	1		7
Setback Distance *(narrative + three dwgs)*				1	2	2	1		6
Additional Siting Factors									
Adjacent Landowners *(narrative + three dwgs)*				1	2	2	1		6
Groundwater *(narrative + three dwgs)*		1		1	2	2	1		7
Soil Characteristics *(narrative + three dwgs)*			1	1	2	2	1		7
Prevailing Winds *(narrative + three dwgs)*				1	2	2	1		6
Travel Times and Costs *(narrative + three dwgs)*		1		1	2	2	1		7
Topography *(narrative + three dwgs)*				2	2	2	1		7
Program Management									
Meetings with Owner *(three meetings)*	3	4	3	6			1		14
Incorporate Owner Comments				1	4	2	1		8
Internal Quality Control / Quality Assurance		2	8	1	4	2	1		18
Project Management		8							8
BUDGET SUBTOTALS: HOURS/	Trips - 6	17	13	21	32	28	15		126
SALARY		$3,026	$1,742	$2,436	$3,136	$2,744	$1,140		$14,224
Task III: Selected Site Data Collection									
Boundary & Topographic Survey (See Direct Sheet)									
Geotechnical Investigation (See Direct Sheet)									
Program Management									
Internal Quality Control / Quality Assurance		2	8	8	8		1		27
Project Management		8					4		12
BUDGET SUBTOTALS: HOURS/	Trips -	10	8	8	8		5		39
SALARY		$1,780	$1,072	$928	$784		$380		$4,944
Task IV: Requests for SOI									
Prepare SOI		4	2	6	20		8		40
Review Submitted SOI's		2	1	2	8		4		17
Program Management									
Meetings with Owner *(four meetings)*	4	8	8	8			2		26
Internal Quality Control / Quality Assurance		2	2						4
Project Management		2					4		6
BUDGET SUBTOTALS: HOURS/	Trips - 4	18	13	16	28		18		93
SALARY		$3,204	$1,742	$1,856	$2,744		$1,368		$10,914
Task V: Site Visits									
Sacramento, CA Trip for DLD Site Visit		24	24	24					72
Austin, TX Trip for Composting Site Visit		8	8	8					24
BUDGET SUBTOTALS: HOURS/	Trips -	32	32	32					96
SALARY		$5,696	$4,288	$3,712					$13,696
Task VI: Permit Application Forms									
Biosolids Permit Application				2	8		2		12
DLD Permit Application				2	8		2		12
Program Management									
Meetings with Owner *(two meetings)*	2	4	4	4			1		13
Incorporate Owner Comments				2	4		1		7
Internal Quality Control / Quality Assurance		1	1	2	4		1		9
Project Management		4	2	1					7
BUDGET SUBTOTALS: HOURS/	Trips - 2	9	7	13	24		7		60
SALARY		$1,602	$938	$1,508	$2,352		$532		$6,932

Task VII: Permit Application									
General Information									
Title Page *(narrative)*				1	1		1		3
Signature of Applicant *(narrative)*		1		1	2		1		5
Affidavit *(narrative)*				1	2		1		4
Table of Contents *(narrative)*				1	1		1		3
Legal Authority *(narrative)*				1	2		1		4
Evidence of Comptency *(narrative)*				2	2		1		5
Notice of Appointment *(narrative)*		1		1	2		1		5
Notice of Coordination *(narrative)*			2	3	2		1		8
Legal Description *(narrative + one dwg)*				1	2	2	1		6
Location Description *(narrative + three dwgs)*		2		2	2	2	1		9
Landowner List *(narrative + one dwg)*				2	4	2	1		9
Site Operating Plan									
Feedstock Indentification *(narrative)*				5	20		1		26
Tipping Process *(narrative)*		2		5	20		1		28
Process *(narrative)*			2	5	20		1		28
Post-Processing *(narrative)*		2		5	20		1		28
Product Distribution *(narrative)*			2	5	20		1		28
Process Diagram *(narrative + one dwg)*		2		6	24	8	1		41
Personnel *(narrative)*			1	3	8		1		13
Equipment *(narrative)*			1	3	8		1		13
Misc. Operational Standards *(narrative)*			1	5	8		1		15
Site Development Plan									
Protection of Surface Water *(narrative + four dwgs)*		2		8	36	40	4		90
Protection of Groundwater *(narrative + four dwgs)*			2	8	36	40	4		90
Site Sign *(narrative)*				1	4		1		6
Access Roads *(narrative + one dwg)*			1	4	14	20	1		40
Access Control *(narrative + one dwg)*		1		4	14	20	1		40
Layout Plan *(narrative + four dwgs)*		2		8	36	60	1		107
Cross-Sections *(narrative + ten dwgs)*			1	2	8	40	1		52
Geology Report *(narrative + six dwgs)*		2		2	16	30	2		52
Groundwater Characterization Report *(narrative + five dwgs)*		2		2	16	25	2		47
Leachate & Contaminated Water Plan *(narrative + five dwgs)*		2		4	16	25	2		49
Groundwater Sampling & Analysis Plan *(narrative + four dwgs)*		2		4	16	20	2		44
Gas Management Plan *(narrative + one dwg)*			2	2	8	5	2		19
Closure Plan and Financial Assurance									
Closure Cost Estimates *(narrative)*		1		2	6		1		10
Financial Assurance *(narrative)*				2	6		1		9
Closure Requirements *(narrative)*				2	6		1		9
Program Management									
Meetings with Owner *(four meetings)*	4	8	8	8			2		26
Incorporate Owner Comments					8	10	4		22
Internal Quality Control / Quality Assurance		8	16	2	8				34
TCEQ Coordination		2	2	4	6		2		16
Project Management		16	8	2			8		34
BUDGET SUBTOTALS: HOURS/ Trips -	4	58	49	129	430	349	62		1077
SALARY		$10,324	$6,566	$14,964	$42,140	$34,202	$4,712		$112,908

Task VIII: Permit Application Review									
Administrative Review	1	2	2	2	8	8	1		23
Technical Review	1	2	2	2	8	8	1		23
BUDGET SUBTOTALS: HOURS/ Trips -	2	4	4	4	16	16	2		46
SALARY		$712	$536	$464	$1,568	$1,568	$152		$5,000

PROJECT SUMMARY									
BUDGET SUBTOTALS: HOURS/ Trips -	14	148	126	223	538	393	109		1441
SALARY		$26,344	$16,884	$25,868	$52,724	$38,514	$8,284		$168,618

FEE ESTIMATING SHEET DIRECTS	PROJECT: Lubbock Biosolids Composting & DLD	JOB NO.: 01.2663.12	TASK: PRMT

DIRECT CONSULTANT COSTS							SUBTOTAL
611							
612							
613							
614							
615 Geotechnical Consultant							$66,570
616 Surveying Consultant							$8,700
618							
					TOTAL DIRECT CONSULTANTS		$75,270
DIRECT EXPENSES							
621 Travel							
Motel	Days @		Men @		/Manday	=	
Air Travel	Air Fare @		Men @		/Man	=	
Parking	Days @		/Day			=	
Car Rental	Days @		/Day			=	
Mileage	Miles @	$0.600	@		14 Trips	=	
						SUBTOTAL	
622 Reproductions							
Blackline Prints							
34" x 22"		Shts @	$0.70	@		Sets =	
36" x 24"		Shts @	$0.78	@		Sets =	
42" x 30		Shts @	$1.15	@		Sets =	
Other		sf @	$0.15	@		Sets =	
Printing:							
8-1/2" x 11" B&W		Originals @	$0.08	/Sht @		Sets =	
8-1/2" x 11" Color		Originals @	$0.50	/Sht @		Sets =	
11" x 17" B&W		Originals @	$0.18	/Sht @		Sets =	
11" x 17" Color		Originals @	$1.00	/Sht @		Sets =	
Binding Cost		Sets @	$2.50	/Set		=	
Laminating		Shts @	$2.00	/Sht		=	
Scan to file							
Burn to CD/DVD		CD/DVD @	$13.50	/each		=	
Scan Specs		Originals @	$0.15	/Sht		=	
Scan Drawings		Originals @	$1.50	/Sht		=	
						SUBTOTAL	
623 Models/Renderings/Photos			Shots @		/Shot		
624 Telephone	Calls @		/Call				
625 Meals	Days @		Men @		/Manday		
626 Field Supplies							
628 Postage	Mailings @		/Mailing				
629 Publications							
630 Misc Reimbursable Exp							
631 Fax	Pages @						
632 Temporary Personnel							
633 Drafting Supplies							
634 Office Supplies							
635 CADD	393 Hours @		/Hour				
636 Field Equip Rental							
636 Interior Design Items							
636 NM Gross Receipt Tax							
647 Computer Supplies							
					TOTAL DIRECT EXPENSES		

FEE ESTIMATING SHEET — PROJECT: Lubbock Biosolids Composting & DLD — JOB NO.: 01.2663.12 — TASK: PRMT

REIMBURSABLES - Sacramento, California Trip for DLD Site Visit

REIMBURSABLE CONSULTANT COSTS								SUBTOTAL
511								
512								
513								
514								
515								
516								
518								
					TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES								
521 Travel								
Motel	3 Days @	6	Men @	$150.00 /Manday		=	$2,700.00	
Air Travel	2 Air Fare @	6	Men @	$529.00 /Man		=	$6,348.00	
Parking	3 Days @	$6.00	/Day			=	$18.00	
Car Rental	3 Days @	$90.00	/Day			=	$270.00	
Mileage	Miles @	$0.500	@	14 Trips		=		
					SUBTOTAL			$9,336
522 Reproductions								
Blackline Prints								
34" x 22"		Shts @	$0.70	@	Sets =			
36" x 24"		Shts @	$0.78	@	Sets =			
42" x 30		Shts @	$1.15	@	Sets =			
Other		sf @	$0.15	@	Sets =			
Printing:								
8-1/2" x 11" B&W		Originals @	$0.08 /Sht	@	Sets =			
8-1/2" x 11" Color		Originals @	$0.50 /Sht	@	Sets =			
11" x 17" B&W		Originals @	$0.18 /Sht	@	Sets =			
11" x 17" Color		Originals @	$1.00 /Sht	@	Sets =			
Binding Cost		Sets @	$2.50 /Set		=			
Laminating		Shts @	$2.00 /Sht		=			
Scan to file								
Burn to CD/DVD		CD/DVD @	$13.50 /each		=			
Scan Specs		Originals @	$0.15 /Sht		=			
Scan Drawings		Originals @	$1.50 /Sht		=			
					SUBTOTAL			
523 Models/Renderings/Photos			Shots @	/Shot				
524 Telephone	Calls @	$2.00 /Call						
525 Meals	3 Days @	6	Men @	$50.00 /Manday				$900
526 Field Supplies								
528 Postage	Mailings @	$30.00 /Mailing						
529 Publications								
530 Misc Reimbursable Exp								
531 Fax	Pages @							
532 Temporary Personnel								
533 Drafting Supplies								
534 Office Supplies								
535 CADD	393 Hours @	/Hour						
536 Field Equip Rental								
537 Interior Design Items								
539 NM Gross Receipt Tax								
547 Computer Supplies								
					TOTAL REIMBURSABLE EXPENSES			$10,236

FEE ESTIMATING SHEET PROJECT: Lubbock Biosolids Composting & DLD JOB NO.: 01.2663.12 TASK: PRMT

REIMBURSABLES - Austin, Texas Trip for Composting Site Visit

REIMBURSABLE CONSULTANT COSTS								SUBTOTAL
511								
512								
513								
514								
515								
516								
518								
					TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES								
521 Travel								
Motel	Days @		Men @		/Manday	=		
Air Travel	2 Air Fare @	6	Men @	$221.00	/Man	=	$2,652.00	
Parking	1 Days @	$6.00	/Day			=	$6.00	
Car Rental	1 Days @	$90.00	/Day			=	$90.00	
Mileage	Miles @	$0.500	@	14	Trips	=		
						SUBTOTAL		$2,748
522 Reproductions								
Blackline Prints								
34" x 22"		Shts @	$0.70	@		Sets =		
36" x 24"		Shts @	$0.78	@		Sets =		
42" x 30		Shts @	$1.15	@		Sets =		
Other		sf @	$0.15	@		Sets =		
Printing:								
8-1/2" x 11" B&W		Originals @	$0.08	/Sht	@	Sets =		
8-1/2" x 11" Color		Originals @	$0.50	/Sht	@	Sets =		
11" x 17" B&W		Originals @	$0.18	/Sht	@	Sets =		
11" x 17" Color		Originals @	$1.00	/Sht	@	Sets =		
Binding Cost		Sets @	$2.50	/Set		=		
Laminating		Shts @	$2.00	/Sht		=		
Scan to file								
Burn to CD/DVD		CD/DVD @	$13.50	/each		=		
Scan Specs		Originals @	$0.15	/Sht		=		
Scan Drawings		Originals @	$1.50	/Sht		=		
						SUBTOTAL		
523 Models/Renderings/Photos			Shots @		/Shot			
524 Telephone	Calls @	$2.00	/Call					
525 Meals	1 Days @	6	Men @	$25.00	/Manday			$150
526 Field Supplies								
528 Postage	Mailings @	$30.00	/Mailing					
529 Publications								
530 Misc Reimbursable Exp								
531 Fax	Pages @							
532 Temporary Personnel								
533 Drafting Supplies								
534 Office Supplies								
535 CADD	393 Hours @		/Hour					
536 Field Equip Rental								
537 Interior Design Items								
539 NM Gross Receipt Tax								
547 Computer Supplies								
					TOTAL REIMBURSABLE EXPENSES			$2,898

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2013

Capital Project Number:	92250
Capital Project Name:	Dedicated Land Disposal Facility

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 7,560
Agenda Items January 10, 2013	
Parkhill Smith & Cooper	265,862
Encumbered/Expended to Date	273,422
Estimated Costs for Remaining Appropriation	
Construction	1,726,578
Remaining Appropriation	1,726,578
Total Appropriation To Date	$ 2,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Feasibility study, design, and construction of a Dedicated Land Disposal Facility associated with the Southeast Water Reclamation Plant (SEWRP) treatment process. The improvements will assist in the disposal of solids produced from the recent treatment process upgrades at the SEWRP. Dedicated Land Disposal consists of biosolids spread and disposal on native soils, under which an impermeable liner is installed to protect the groundwater. The project will consist of a feasibility study to determine the best location and type of operations for this process.

Project Justification

Water planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by City Council in 2007 is to begin utilizing the City's effluent as a valuable water source asset. This project assists the improvements already under construction at the Southeast Water Reclamation Plant necessary to produce stream quality effluent to be discharged into the North Fork of the Double Mountain Fork of the Brazos River.

Project History

$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced by $2.0 million per Chief Operating Officer.
$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	0	0	10,000,000	0	0	0	6,000,000	16,000,000
Design and Engineering	2,000,000	0	0	0	0	0	0	2,000,000
Total Project Appropriation	2,000,000	0	10,000,000	0	0	0	6,000,000	18,000,000

			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 2011 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2014 Wastewater Revenue CO's	0	0	10,000,000	0	0	0	0	10,000,000
FY 2018 Wastewater Revenue CO's	0	0	0	0	0	0	6,000,000	6,000,000
Total Funding Sources	2,000,000	0	10,000,000	0	0	0	6,000,000	18,000,000

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a Resolution authorizing the Mayor to execute Amendment No. 1 to professional services contract 10844 with Freese and Nichols, Inc., for engineering services associated with the final design and bid phase services of the Bailey County Well Field supply pipeline project.

Item Summary

In June 2012, the City of Lubbock contracted with Freese and Nichols, Inc., (FNI) to perform professional services associated with preliminary design of the Bailey County Well Field supply pipeline. The original contract included route selection, investigation of permitting requirements, cost estimation, and a limited environmental study compiled into a preliminary design report. This preliminary design report was completed in November of 2012.

The preliminary design report has indicated a feasible route selection that has no known historical or environmental issues. Amendment No. 1 will include final design of the pipeline, all necessary tie-ins, any required appurtenances, surveying and land acquisition, corrosion protection design, geotechnical study, locating and mapping of subsurface utilities, and a detailed environmental/archaeological study.

Amendment No. 1 will increase the original contract by $2,146,974, bringing the new contract total to $2,421,103. The Amendment also includes an additional 365 days to be added to the original contract term.

Fiscal Impact

$10,500,000 is appropriated in Capital Improvement Project number 92255, Low Head B and Pump Station No. 9 Rehabilitation, with $2,163,829 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Bailey Well Field

Contract

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract No. 10844 dated June 21, 2012 for professional services concerning Final Design and Bid Phase Services for the Bailey County Well Field Supply Pipeline Project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Contract-Freese & Nichols, Inc.
December 13, 2012

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES CONTRACT No. 10844 BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 1 DATED January 10, 2013 to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated June 21, 2012 ("the Agreement") concerning Final Design and Bid Phase Services for the Bailey County Well Field Supply Pipeline Project.

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

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibit A hereto. Amendment No. 1 extends the Agreement an additional 365 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: _____

CONSULTANT:

FREESE AND NICHOLS, INC.

By: Russell Gibson
Russell Gibson, P.E.

Title: Vice President

Date: 12/17/12

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

APPROVED AS TO CONTENT:

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

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

EXHIBIT A
SCOPE OF SERVICES FOR:
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

GENERAL:

The Bailey County Well Field Supply Pipeline (BCWFSP) - (The Project) includes the following facilities:

- Route 1 - 10.5 miles of 30-inch diameter pipeline from tie-in at existing 45-inch Bailey County Pipeline to Pump Station Number 7 (PSN7).
- Flow control valves, flow meter at PSN7 and tie-in structure at the connection to the existing Bailey County pipeline.
- The SCADA and communication system from the flow control valves and flow meter at the PSN7 site.
- Relocate a portion of 10-inch pipeline on LCU campus.

The Project will be split into the following construction contracts:

- Contract A: Section 1 of the 10.5 mile long 30-inch diameter pipeline from Loop 289 to PSN7 and relocation of 10-inch pipeline on LCU campus.
- Contract B: Section 2 of the 10.5 mile long 30-inch diameter pipeline from tie-in at existing Bailey County Pipeline to Loop 289 connection.
- Contract C: Demolition of Low Head B Pump Station and Piping Modifications

The following facilities are not part of The Project. If added to the project, additional compensation will be granted to FNI.

- Chemical facilities.
- Improvements to Lubbock's existing Pump Station Number 7
- Construction Phase General and Resident Representation services

The OWNER shall provide the following items for the development of the Project:

1. Pay for all fees, permits, mitigation cost, utilities, and electric power service costs
2. The OWNER shall designate a person to act as OWNER's representative during The Project

BASIC SERVICES: The Basic Services include project administration, preliminary investigations and reports, preparation of detailed design and construction documents, construction bid and award services, and construction general representation. FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT: FNI will provide the following as part of the Basic Services of The Project:

1. Attend a kick-off meeting to clarify OWNER'S requirements for the project, review pertinent data, review project staffing and organization, and present the initial work plan and schedule.

2. Provide a Project Manual. The manual will be for use by the OWNER, and Consultant Team. The manual will include the following:
   - Project description and scope of work
   - Project Team organization and contact information
   - Work plan and schedule
   - Project Quality Assurance and Quality Control Plan
   - Project budget

3. Provide administration and management of The Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones. Review progress with OWNER's Board on a monthly basis.

4. Coordinate work of other consultants to keep the project on schedule. Act as an extension of OWNER's staff to provide information to other consultants to facilitate their work. Review work of other consultants as OWNER's engineer.

5. Assist the OWNER with coordination with Customers staff to discuss operations, connections, start-up, and other issues. A total of four meetings are included.

6. Provide monthly update reports which include the following:
   - Status of the work
   - Major tasks to be completed in the next month
   - Discussion of major issues
   - Scope changes to project scope or Engineer's scope
   - Project budget update (if major changes since the last update)
   - Project schedule update (if major changes since the last update)
   - Status of deliverables

B. FINAL DESIGN PHASE: Upon approval of the final draft of the preliminary design report, FNI will provide the following as part of the final design phase:

1. Obtain and review OWNER-furnished front end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to resolve review comments, and revise OWNER's standard documents accordingly.

2. Prepare plans, specifications, contract documents, designs, and layouts of improvements to be constructed.

3. Advise OWNER of need for and recommend scope of additional Special Services. The cost of any additional special services shall be paid by OWNER and are not included in the services performed by FNI unless they are included pursuant to Exhibit A – Special Services.

4. Prepare applications for routine permits such as road and railroad crossing permits, and building code permitting (if any).

5. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required. Submittals will include TCEQ.

6. Furnish necessary information to utility companies whose facilities may be affected or services may be required for the Project.

7. 60% Review: Furnish OWNER ten (10) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent, but will lack many notes and minor details. The specifications will include the front end documents and draft specifications for major equipment items.

8. 95% Review: Furnish OWNER ten (10) copies of preliminary (95%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER ten (10) sets of copies of "Final" plans and specifications. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.

9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

10. Prepare revised opinion of probable construction cost at 60% and 95% Reviews.

C. BID AND AWARD PHASE: Upon completion of the design services and approval of "Final" plans and specifications by OWNER, FNI will proceed with the performance of services in this phase as follows:

1. Assist OWNER in securing bids, issuing notice to bidders and notifying selected plan rooms. The notice to bidders will be furnished to OWNER for publication in the local news media. The cost for publications shall be paid by OWNER.

2. Distribute plans to bidders using the web-based Bidsync utilized by the City of Lubbock for bidding projects. Cost for any bidder's requests for hard copies of bid documents will be paid for by bidder. Advertise for bids on FNI's website.

3. Attend a pre-bid conference, if any, for each of the construction contracts.

4. Issue Addenda as appropriate to clarify, correct, or change the bidding documents.

5. Assist OWNER in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of contracts as appropriate.

6. Assist OWNER in the preparation of documents for execution of the construction contracts. FNI will conform the contract documents, make six original copies for execution. FNI will also make twenty conformed copies of the plans and specifications for use by the Contractor and OWNER and Engineer. The twenty copies will include ten full size copies and ten half size copies. FNI will also provide twenty color copies of the pipeline map books for use by the Contractor and OWNER

7. The Bid and Award phase will be considered complete upon execution of the construction contracts and distribution of the conformed copies of the plans and specifications.

D. CONSTRUCTION PHASE SERVICES: Construction Phase Services are not included in this contract.

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

E. ENVIRONMENTAL STUDIES AND PERMITTING:

The scope outlined below assumes that there is no major opposition in the permitting process and that there are no unusual permitting problems. If opposition develops or permitting problems occur, the scope and fee limit will be revised and submitted to Owner for approval.

Environmental Report

FNI's scientists have conducted a pedestrian survey of the proposed pipeline route to identify environmental issues and document baseline conditions, including delineation of wetlands and identification of waters of the U.S.
SECTION 404 PERMITTING

Waters of the U. S. are regulated by the USACE and require a permit for activities conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented and mapped. FNI will prepare an environmental report that will include a description of field observations described above; an opinion of whether or not jurisdictional waters are present, and if so, the type(s) of waters; an estimate of the area of impact to waters of the U.S.; and a discussion of potential USACE 404 permit options.

Threatened and Endangered Species

Threatened and Endangered Species. Conduct reconnaissance-level field surveys within the area of the proposed pipeline corridor to identify potential habitat and document any threatened or endangered (T&E) species encountered. Emphasis will be on federally listed species, but the Texas Parks and Wildlife Department T&E species database will be reviewed and documented. The results of the T&E species review will be documented in an environmental report.

Texas Antiquities Code Compliance

The Antiquities Code of Texas was passed in 1969. It requires that the Texas Historical Commission staff review any action that has the potential to disturb historic and archeological sites on public land.

Additional actions that need review under the Antiquities Code of Texas include any construction program that takes place on land owned or controlled by a state agency or a state political subdivision, such as a city or a county.

Projects that ***require review*** include:

- reservoirs constructed by river authorities and water districts;
- construction of recreational parks or the expansion of existing facilitates by city governments;
- energy exploration by private companies on public land; and
- construction by a city or county government that exceeds 5 acres or 5,000 cubic yards, whichever comes first. If the activity occurs inside a designated historic district or affects a recorded archeological site, it needs to be reviewed, regardless of project size.

If there is a requirement for a Section 404 permit, compliance with the conditions of the National Historic Preservation Act is required. No activity which may affect historic properties listed or eligible for listing in the National Register of Historic Places can be authorized until the USACE District Engineer has complied with the provisions of 33 CFR part 325, Appendix C.

Freese and Nichols, Inc. environmental scientist will provide coordination with Texas Historic Commission (THC) to determine if additional site investigation is required. Subsequent activities, potentially including shovel test and/or backhoe trenching, may require the services of a qualified archeologist, as an additional service.

Additional Services

The following items are outside of the special environmental studies and permitting services scope but can be provided upon written authorization of the OWNER.

1. Performing special environmental studies and other studies not specifically described in the basic scope of services.
2. Tree survey
3. Presence/absence surveys for federally listed threatened/endangered species.
4. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
5. Expert witness representation in legal proceedings or contested permit hearings.
6. Application for General Land Office easements.
7. Applications for Texas Parks & Wildlife Department Sand and Gravel Permits.
8. Preparation of permittee-responsible mitigation plans in accordance with the USACE Mitigation Rule dated April 10, 2008 (33 CFR Parts 325 and 332) or other regulations.
9. Cultural resources investigation, mitigation, or data recovery activities.
10. Preparation of a Storm Water Pollution Prevention Plan (SWP3).
11. Mitigation monitoring if required by permit conditions.
12. Monitoring for compliance with permit conditions.
13. Testing for site contamination, and remediation of contaminated properties.

F. SURVEYING AND EASEMENT DOCUMENTS SERVICES: Retain and monitor the efforts of a survey firm (Hugo Reed) to perform the following services:

1. Ownership Map: Research deeds and prepare an ownership map of up to 48 parcels along the 10.5 mile transmission pipeline.
2. Project Control: Establish 45 project control points along the 10.5 mile pipeline.
3. Boundary Survey and Final Property Map: Perform surveys and prepare a final property map along the 10.5 mile pipeline.
4. Easement Documents: Provide metes and bounds easement description for 48 tracts along the 10.5 mile pipeline.
5. Stake Pipeline Centerline: Set iron rods along the 10.5 mile pipeline at 1/2 mile intervals and PI's for construction control.
6. Photogrammetric Mapping: Provide aerial mapping for approximately 10.5 miles of pipeline. Photo scale shall be 1:250. Deliverables include digital color orthophotography with 3" pixel resolution, topographic mapping in 1' contour interval, and digital terrain model in AutoCAD format.

G. SUBSURFACE UTILITY ENGINEERING SERVICES: Retain and monitor the efforts of a subsurface utility engineering firm (Gorrondona Associates) to perform the following services:

1. Subsurface Utility Engineering: Designate utilities (x,y) in a corridor along the proposed 10.5 mile pipeline Designation shall be ASCE 38-02 Quality Class B (geophysical testing). Additionally, locate 25 utilities (x,y,z) to be determined by Engineer. Utilities to be located will be critical utilities that cross the proposed pipelines. Excavation shall be by vacuum excavator. Provide AutoCADD drawings of SUE data.

H. LAND ACQUISITION SERVICES: Retain and monitor the efforts of a Land Acquisition firm (Hugo Reed) to perform the following services:

1. Appraisals: Research property and prepare written appraisals for each parcel to be acquired.

2. Document Preparation: Prepare surveys, legal descriptions, and parcel plats for acquisition of the necessary right-of-ways.

3. Title Policies: Title policies will be purchased by the City.

4. Negotiation Service: Hugo Reed and Dee Hart Jr. will obtain right of entry and negotiate property acquisition for each individual parcel to be acquired.

5. Title Review for Oil and Gas: A review of the Title Commitment will be performed to ascertain if any outstanding oil and gas leases are effective and valid for each parcel.

6. Closing Procedures: Coordinate payment to the property owners and record the documents.

I. CORROSION ENGINEERING: Retain and monitor the efforts of a corrosion engineering firm (Corrosion Control Technologies) to provide the following services:

1. Prepare soil resistivity surveys at 1500' intervals
2. Conduct laboratory analyses of 4 soil samples that are collected by the geotechnical engineer.
3. Provide a visual inspection of the route to look for foreign pipeline crossings, stray dc current sources, power lines, changes in soil conditions, drainages, and connections to existing facilities.
4. Prepare a report indicating soil resistivity analysis and recommendations for cathodic protection for bar-wrapped concrete cylinder pipe and up to three alternate cathodic protection system designs, such as galvanic anodes, galvanic ribbon anodes, and impressed current.
5. Provide recommendations for pipe material coating alternatives
6. Design cathodic protection systems for alternate pipe materials
7. Furnish plans and specifications for cathodic protection and corrosion monitoring systems
8. Evaluation of AC interference and mitigation is not included, and will be an additional service if required.

J. GEOTECHNICAL ENGINEERING: Freese and Nichols will provide geotechnical engineering services as follows:

1. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected along the pipeline alignment.
2. Travel the alignment before drilling to select locations for exploratory borings. Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. Engineer will coordinate with City and County personnel and submit required approval.

3. Subcontract with a drilling contractor to drill a total of 21 borings along the pipeline alignment. Borings will be drilled to a depth of 20 feet, except for 3 borings drilled to 30 feet at bored crossings. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Approximately 4 of the borings may require drilling through existing roadways. Traffic control devices will be provided during drilling, but does not include dedicated flagmen. Borings will be backfilled with auger cuttings. In cases where pavement has been penetrated, the pavement will be patched with cold-set asphalt patching compound.
4. Provide an engineer or geologist to direct the drilling, log the borings, record field test data, and handle and transport the samples.
5. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Testing is expected to include classification tests (liquid and plastic limits and percent passing a #200 sieve or gradation), moisture content, and possibly unconfined compression strength tests.
6. Select samples for corrosion testing and send samples to the corrosion consultant.
7. Prepare a technical memorandum summary report of the geotechnical investigation to include:
    a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
    b. Discussion of subsurface conditions and soil properties found by the field and laboratory work and implications for design.
    c. General discussion of expected construction related issues.

K. GIS MAPPING: Freese and Nichols will provide 10 copies of pipeline Map Books of the proposed 10.5 mile pipeline in GIS electronic format and color hard copies. The Map Books will show contours, aerials, proposed pipelines, stationing, and property lines.

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

- See attached schedule

The above schedule is based upon OWNER review of the preliminary design report and other submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – John Turpin, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2342; email: JTurpin@mail.ci.lubbock.tx.us

Owner's Project Manager – Joe Mangrem, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2344; email: JMangrem@mail.ci.lubbock.tx.us

Freese and Nichols Project Manager: Nick Lester, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Phone: 817-735-7300, Fax: 817-735-7491; email: ncl@freese.com

Freese and Nichols Accounting Representative: Matt Shafer, 4055 International Plaza, Suite. 200, Fort Worth, Texas 76109-4895; Phone: (817)735-7300, Fax: (817)735-7491; email: mcs@freese.com

EXHIBIT A, PART 3, ADDITIONAL SERVICES
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Construction phase services including general representation and construction representation.

B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.

D. Model testing of pumps, sump pits, or suction header piping.

E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

F. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator other than those services described in the Exhibit A.

G. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

H. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, and other assistance required to address environmental issues other than those services described in the Exhibit A.

I. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

J. Design of alternates for alternate bidding.

K. Pre-purchase or pre-selection or any other alternate contract structure other than the structure stipulated in Exhibit A – Basic Services.

L. Services required to resolve bid protests or to rebid the projects for any reason.

M. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

N. Providing value engineering studies or reviews of cost savings proposed by others.

O. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI.

P. Providing Arc Flash studies for electrical equipment. Such studies will be provided by the contractor.

EXHIBIT A, PART 2 – OWNER'S RESPONSIBILITIES
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE

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

A. OWNER recognizes and expects that certain Change Orders may be required.

Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the OWNER.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

B. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

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

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

I. Give prompt written notice to FNI whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

J. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Part 3 of this AGREEMENT or other services as required.

K. The OWNER reserves the right to direct substantial revision of the Plans and Specifications after approval by the OWNER as OWNER may deem necessary, but in such event the OWNER shall pay FNI just and equitable compensation for services rendered in making such revisions. OWNER shall not be obligated to pay FNI for said revisions should they be necessary as a result of the design and/or Contract Documents being in any manner defective or deficient.

L. Bear all costs incident to compliance with the requirements of OWNER'S responsibilities.

M. Provide the following services:

1. Pay all permit fees and mitigation costs.
2. Provide advertisement for bids in local publications as required

EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $2,163,829.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT D. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

This contract assumes that all work will be completed within the time specified in the Amendment No. 1.

CITY OF LUBBOCK
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE
FINAL DESIGN AND BID PHASE FEE SUMMARY

Task/Item	Cost	Markup	Total Cost
Final Design - Water Transmission	$ 873,560.00	0%	$ 873,560.00
Final Design - Electrical	$ 34,166.00	0%	$ 34,166.00
Final Design - Structural	$ 13,127.00	0%	$ 13,127.00
SUBTOTAL			**$ 920,853.00**
Special Services			
Survey	$ 235,520.00	10%	$ 259,072.00
Land Acquisition	$ 677,600.00	10%	$ 745,360.00
Corrosion Design	$ 33,680.00	10%	$ 37,048.00
Geotechnical	$ 50,539.00	0%	$ 50,539.00
Subsurface Utility Engineering	$ 93,500.00	10%	$ 102,850.00
Environmental/Archeological	$ 25,014.00	0%	$ 25,014.00
Mapbook	$ 23,093.00	0%	$ 23,093.00
SUBTOTAL			**$ 1,242,976.00**
Total Design Fee			**$ 2,163,829.00**

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary	
Basic	$ 873,560
Special - Mapbooks	$ 23,093
Total Project	$ 896,653

Basic Services

Phase	Task	Labor Task Description	Nick Lester	Rusty Gibson	Mike Kacerlag	Mike Cameron	Lora Smith	Ryan Ramsey	Total Hours	Total Labor Effort
		Hourly Bill Rate	$185.00	$247.00	$141.75	$196.35	$80.85	$141.75		
1		**PROJECT MANAGEMENT**								$ -
		Client Meetings (10)	120	60	60				240	$ 45,525
		Budgeting and Scheduling	18	4	12				34	$ 6,019
		Updates to COL Staff / Council	20	2	20				42	$ 7,029
		Billing and Monthly BST Reports	24	8					32	$ 6,416
		Contract/Subcontract Management	12						12	$ 2,220
		QA/QC Reviews (30%,60%, 90%)	24	18	12				54	$ 10,587
		Constructability Reviews	8	18					26	$ 5,926
		Cost Estimates	4	2	12				18	$ 2,935
		Internal Coordination Meetings (8)	12	3	12				27	$ 4,662
2		**PIPE DESIGN**								$ -
		Horizontal and Vertical Layout	80	10	160			80	330	$ 51,290
		Embedment and Deflection Design	20	10	40			10	80	$ 13,258
		Buoyancy Design	10	2	20			10	42	$ 6,597
		Backfill in Streets	24	8	40			16	88	$ 14,354
		Evaluate coating and linings	8	4	16				28	$ 4,736
		Evaluate welding requirements	4	4					8	$ 1,728
		Hydro testing Plan	8	2	8				18	$ 3,108
		Coordination and review of drafting	16	4	24				44	$ 7,350
		Existing Utilities Coordination (location and crossing requirements)	24		80			20	124	$ 18,615
		Meet Utility Company's for crossing approval	12		40			20	72	$ 10,725
		Low Head B Demo	35	15	60		12		122	$ 19,656
		Appurtenances Design (size, type, location)								$ -
		Air Valve Selection	16	4	24			12	56	$ 9,051
		Blowoff Design	16	4	24			12	56	$ 9,051
		Tunnel Design	16	4	24			8	52	$ 8,484
		Manways	8	2	16			8	34	$ 5,376
		Weld Leads access ports	12	2	8				22	$ 3,848
		Restoration:								$ -
		Re-vegetation - trees, grass, landscaping, farm	12	2	24			12	50	$ 7,817
		Street Repairs (county and City)	40	8	60			20	128	$ 20,716
		Creek Crossings	12	2	12				26	$ 4,415
		Geotechnical Engineering:								$ -
		Review of geotechnical studies	12	8	6				26	$ 5,047
		Recommendations for Tunnels and Vaults	20	8	40			16	84	$ 13,614
		Pipeline Corrosion, Testing, and Design:								$ -
		Coordination of Field Testing and Sampling	8		24				32	$ 4,882
		Review of corrosion report	12	12	8				32	$ 6,318
		Design Meetings	18	8	8				34	$ 6,440
		Review of corrosion design	12	12	12				36	$ 6,885
		Coordination of corrosion details and specs	8	2	20			10	40	$ 6,227
		Survey and Land Acquisition:								$ -
		Coordination of Surveying and Landowners	40	8	60			20	128	$ 20,716
		Attend Landowner Meetings (3)	36	12	36			12	96	$ 16,428
		Coordination and Meetings for Land Acquisition	36	12	40			18	106	$ 17,846
		Update to COL on Land Acquisition	24		12				36	$ 6,141
		Specifications:								$ -
		Front End Specifications	40	4	4		8		56	$ 9,602
		Division 1 Specs	8	2	20		8		38	$ 5,456
		Division 2 Specs	16	2	40		8		66	$ 9,771
		Division 3 Specs	8	2	20		8		38	$ 5,456
		Division 5 Specs	8	2	20		8		38	$ 5,456
		Division 9 Specs	16	2	40		8		66	$ 9,771
		Division 13 Specs	8	2	20		8		38	$ 5,456
		Division 15 Specs	16	2	40		8		66	$ 9,771
3		**PIPELINE CAD DRAFTING**								$ -
		Plan and Profile Drafting	24		12	600			636	$ 123,951
		Detail Drafting	12		12	200			224	$ 43,191
		General Drafting	12		12	200			224	$ 43,191
		Low Head B Demo				55			55	$ 10,800

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary	
Basic	$ 873,560
Special - Mapbooks	$ 23,093
Total Project	$ 896,653

Phase	Task																	
4		BID AND AWARD																
		Issue notice to bidders	8	2	8		2	4								24	$	3,837
		Bidding Assistance	24	4	24		2									54	$	8,992
		Conducting prebid conference (2)	24	8	24											56	$	9,818
		Interpreting Bid Documents / Issuing Addendums	12	8	24		8									52	$	8,245
		Tabulating and Evaluating Bids	12	4	12		8									36	$	5,556
		Conform and Distribute Contract Documents	40	8	40	80	20	20								208	$	35,206
																	$	-
																	$	-
		Total Basic Services Hours	1,129	336	1,446	1,136	116	328										
		Total Basic Services Labor Effort	$ 208,865	$ 82,992	$ 204,971	$ 222,857	$ 9,379	$ 46,494	$ -	$ -	$ -	$ -	$ -	$ -	$ -	4,490		
																	$	775,564

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Travel	Rental	Hotel	Equipment Rental			Total Exp Effort
		Expense Bill Rate	$ 8.50	$ 5.75	$ 0.10	$ 0.50	$ 2.50	$ 5.75	$ 5.00	10%	10%	10%	10%			
		Technology Charges	4,490.00													
1		Project Management		15	5,000					5000	1500	1000	500			$ 38,165
1		Pipeline Design		50	25,000	5,000				12500	3750	2500	1000			$ 9,387
3		Pipeline Drafting					1,500	250								$ 27,013
4		Bid and Award		40	20,000		1,000	150		7500	2000	1500	500			$ 5,188
																$ 18,243
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Items	4,490	105	50,000	5,000	2,500	400	-	25,000	7,250	5,000	2,000	-	-	
		Total Basic Services Expenses Effort	$ 38,165	$ 604	$ 5,000	$ 2,500	$ 6,250	$ 2,300	$ -	$ 27,500	$ 7,975	$ 5,500	$ 2,200	$ -	$ -	$ 97,996

Phase	Task	Subconsultants	Hugo Reed	Hugo Reed	Corrosion Control Technologies	Rios Group										Total Sub Effort
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Lubbock
Bailey County Well Field Supply Pipeline
12/19/2012
Detailed Cost Breakdown - Final Design - Water Transmission

Project Fee Summary		
Basic	$	873,560
Special - Mapbooks	$	23,093
Total Project	$	896,653

Special Services

Phase	Task	Labor Task Description	Nick Leather	Rusty Gibson	Mike Kaczetag	Mike Cameron	Lora Smith	Ryan Ramsey						Total Hours	Total Labor Effort
		Hourly Bill Rate	$185.00	$247.00	$141.75	$196.35	$80.85	$141.75							
5		Mapbook	20		20	80								120	$ 22,243
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
		Total Special Services Hours	20		20	80									
		Total Special Services Labor Effort	$ 3,700	$ -	$ 2,835	$ 15,708	$ -	$ -	$ -	$ -	$ -	$ -	$ -	120	$ 22,243

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Other	Other	Other	Other	Other	Other	Total Exp Effort
		Expense Bill Rate	$ 8.50	$ 5.75	$ 0.10	$ 0.50	$ 2.50	$ 5.75	$ 5.00	10%	10%	10%	10%			
		Technology Charges	100													$ 850
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Special Services Items	100	-	-	-	-	-	-	-	-	-	-	-	-	$ -
		Total Special Services Expenses Effort	$ 850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 850

Phase	Task	Subconsultants	Hugo Reed	Hugo Reed	Corrosion Control Technologies	Rios Group									Total Sub Effort
		Expense Bill rate	10%	10%	10%	10%									
		Survey - Hugo Reed	235,520												$ 259,072
		Land Acquistion - Hugo Reed		677,600											$ 745,360
		Corrosion - CCT			33,680										$ 37,048
		SUE- Rios/Gorrondona Group				93,500									$ 102,850
															$ -
															$ -
															$ -
															$ -
															$ -
		Total Special Services Subconsultants Cost	$ 235,520	$ 677,600	$ 33,680	$ 93,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Special Services Subconsultants Effort	$ 259,072	$ 745,360	$ 37,048	$ 102,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,144,330

Freese and Nichols, Inc.

City of Lubbock
Bailey County Well Field Supply Pipeline - Final Design
Detailed Cost Breakdown - Electrical

Project Fee Summary		
Total Basic	$	34,166
Total Special	$	-
Total Project	$	34,166

Basic Services

Task	Labor Task Description	Jeff Hemsley	Wade Zemlicka	Pam Mestas										Total Hours	Total Labor Effort	Total Exp Effort	Total Effort
	Hourly Bill Rate	$222.60	$182.70	$144.90													
N/A	Computer Expenses															$ 1,170	$ 1,170
1	Design														$ -	$ 1,225	$ 1,225
2	Meetings		6											6	$ 1,096	$ -	$ 1,096
3	Field Investigation/Site Visit to Pump Station		12											12	$ 2,192	$ -	$ 2,192
4	Plans		42	30										72	$ 12,020	$ -	$ 12,020
5	Specs		15											15	$ 2,741	$ -	$ 2,741
6	QA/QC	12												12	$ 2,671	$ -	$ 2,671
7	Low Head B	12	30	20										62	$ 11,050	$ -	$ 11,050
8															$ -	$ -	$ -
9															$ -	$ -	$ -
10															$ -	$ -	$ -
11															$ -	$ -	$ -
12															$ -	$ -	$ -
13															$ -	$ -	$ -
14															$ -	$ -	$ -
15															$ -	$ -	$ -
16															$ -	$ -	$ -
17															$ -	$ -	$ -
18															$ -	$ -	$ -
19															$ -	$ -	$ -
20															$ -	$ -	$ -
	Total Hours	24	105	50													
	Labor Effort	$ 5,342	$ 19,184	$ 7,245	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
														Total Basic Services	179	$ 31,771	$ 2,395	$ 34,166

	Expenses	Computer Hrs	B&W copies	Color copies	Miles	Plotter - color	Plotter - other	Binding	Travel	Rental	Hotel	Equipment Rental		Total Exp Effort
	Expense Bill Rate	$ 10.00	$ 0.10	$ 0.50	$ 0.64	$ 5.75	$ 5.00	$ 5.75	10%	10%	10%	10%	$ -	
N/A	Computer Expenses	117.00												$ 1,170
1	Travel								800	300				$ 1,225
2														$ -
3														$ -
4														$ -
5														$ -
6														$ -
7														$ -
8														$ -
9														$ -
10														$ -
11														$ -
12														$ -
13														$ -
14														$ -
15														$ -
16														$ -
17														$ -
18														$ -
19														$ -
	Total Basic Services Expenses	117	-	-	-	-	-	-	800	300	-	-	-	
	Total Basic Services Expenses Effort	$ 1,170	$ -	$ -	$ -	$ -	$ -	$ -	$ 880	$ 330	$ -	$ -	$ -	$ 2,395

Freese and Nichols, Inc.

City of Lubbock
Low Head B Pipeline Final Design
12/1/2012
Detailed Cost Breakdown - Structural

Project Fee Summary	
Basic	$ 13,127
Special	$ -
Total Project	$ 13,127

Basic Services

Phase	Task	Labor Task Description	peter bartels	amy raines	julia whitcraft										Total Hours	Total Labor Effort
		Hourly Bill Rate	$169.05	$169.05	$142.80											
		Vault	2	24	16										42	$ 6,681
		Low Head B Vaults	2	18	16										36	$ 5,666
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Hours	4	42	32										78	
		Total Basic Services Labor Effort	$ 676	$ 7,100	$ 4,570	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,347

Phase	Task	Expenses	Computer Hrs	B&W copies	Color copies	Miles	Plotter - color	Plotter - bond	Binding	Misc.						Total Exp Effort
		Expense Bill Rate	$ 10.00	$ 0.10	$ 0.50	$ 0.61	$ 5.75	$ 2.50	$ 5.75	$ 1.10	$ -	$ -	$ -	$ -	$ -	
		Computer Charges	78.00													$ 780
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Items / Cost	78	-	-	-	-	-	-	-	-	-	-	-	-	
		Total Basic Services Expenses Effort	$ 780	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 780

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]									Total Sub Effort
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
		Total Basic Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

CITY OF LUBBOCK
BAILEY COUNTY WELL FIELD SUPPLY PIPELINE
Design and Construction Schedule
LCU Campus Work 2013

ID	Task Name	Start	Finish
1	PDR	Mon 7/16/12	Fri 12/7/12
2	**Design**	**Fri 2/1/13**	**Tue 7/2/13**
3	Pipe Design	Fri 2/1/13	Tue 7/2/13
4	Survey	Fri 2/15/13	Mon 4/15/13
5	Geotechnical Survey	Fri 3/1/13	Mon 4/15/13
6	Corrosion Control Design	Fri 3/1/13	Thu 4/25/13
7	Easement Documents	Fri 2/15/13	Tue 4/30/13
8	ROW Acuisition	Fri 3/8/13	Mon 7/1/13
9	**Permits**	**Mon 4/15/13**	**Thu 6/27/13**
10	TxDOT	Mon 4/15/13	Thu 6/27/13
11	TCEQ	Mon 4/15/13	Thu 6/27/13
12	RailRoad	Mon 4/15/13	Thu 6/27/13
13	Oil/Gas Pipilines	Mon 4/15/13	Thu 6/27/13
14	Advertise/Bid	Thu 7/4/13	Mon 8/5/13
15	Award	Tue 8/6/13	Fri 9/6/13
16	**Construction**	**Mon 9/9/13**	**Fri 4/4/14**
17	Prepare Lay Sheets	Mon 9/9/13	Fri 10/18/13
18	Fabricate Pipe	Mon 9/30/13	Fri 1/17/14
19	ROW Prep	Mon 9/30/13	Thu 11/14/13
20	Pipe Installation	Fri 10/18/13	Thu 2/20/14
21	Test Pipe	Fri 2/21/14	Thu 3/13/14
22	ROW Clean	Fri 3/14/14	Thu 4/3/14
23			
24	**LCU Campus Crossing**	**Fri 12/7/12**	**Wed 8/28/13**
25	Pipe Design	Fri 2/1/13	Thu 4/18/13
26	Survey	Fri 12/7/12	Thu 2/7/13
27	Corrosion Control Design	Mon 1/7/13	Fri 3/1/13
28	Advertise/Bid	Thu 4/18/13	Sat 5/18/13
29	Award	Sun 5/19/13	Wed 6/19/13
30	Prepare Lay Sheets	Thu 6/20/13	Wed 7/3/13
31	Fabricate Pipe	Thu 7/4/13	Wed 7/24/13
32	Install Pipe	Thu 7/25/13	Wed 8/14/13
33	Clean ROW and Install Parking Lot	Thu 8/15/13	Wed 8/28/13

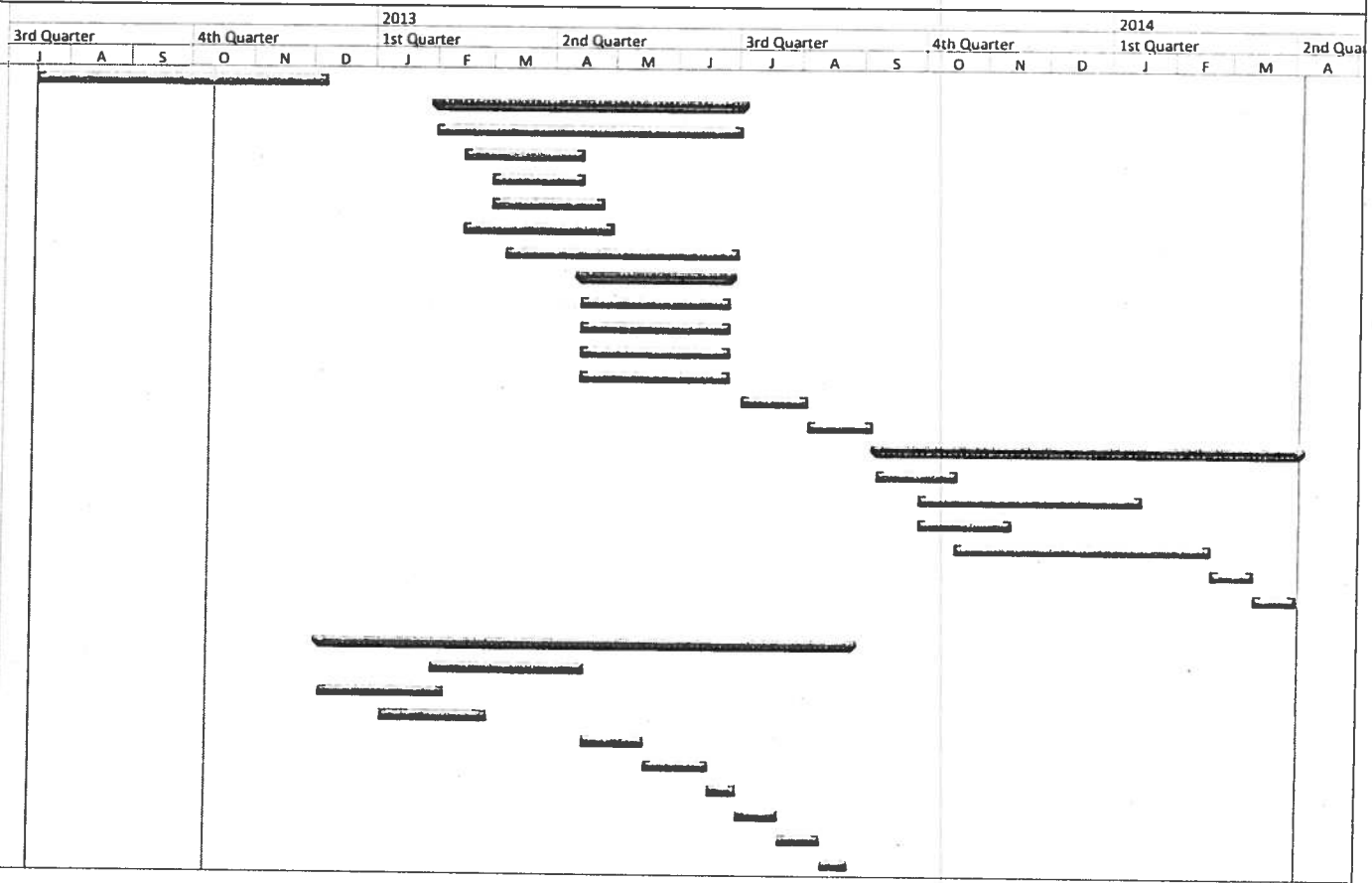
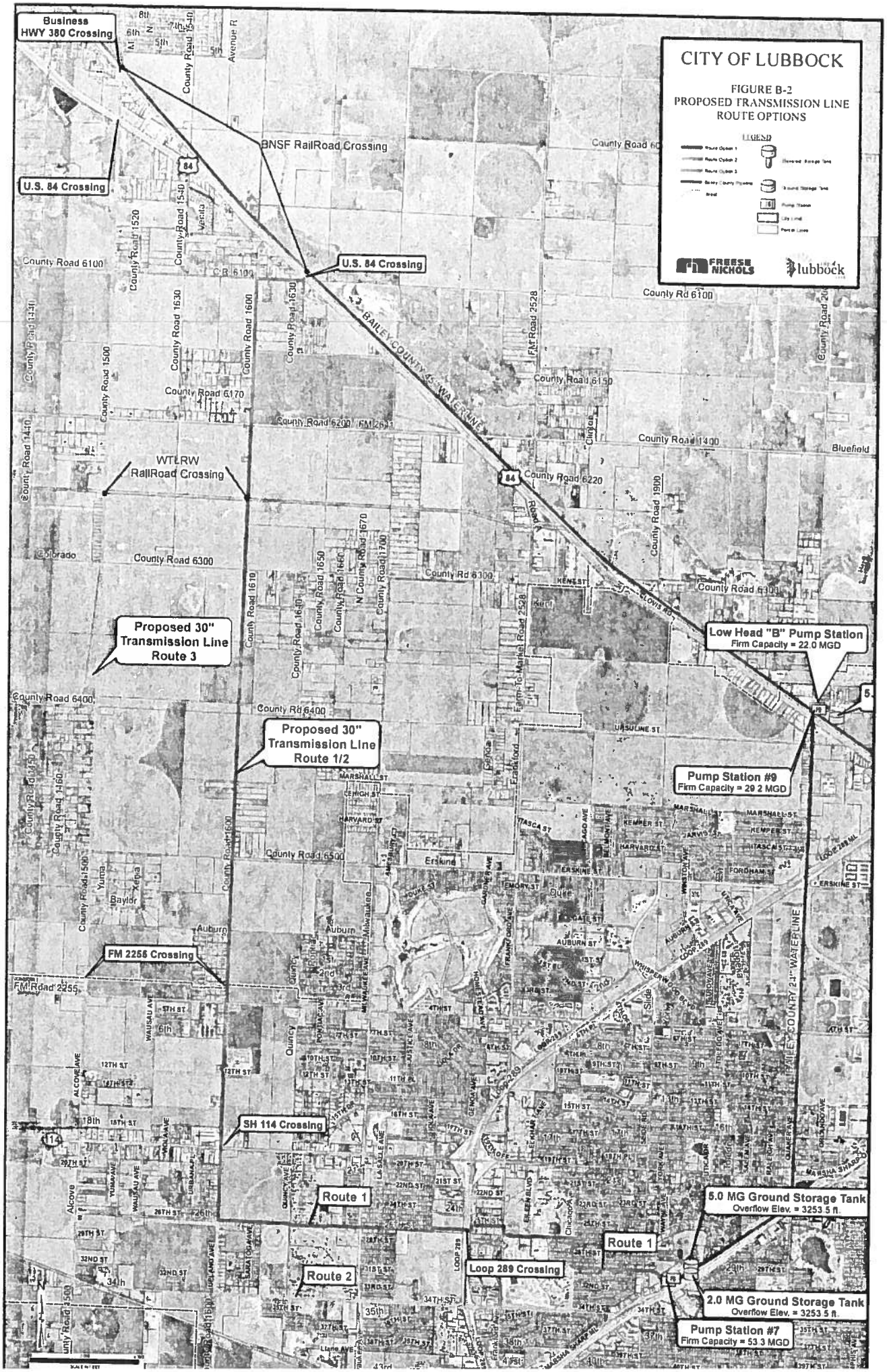


FIGURE A-4


CITY OF LUBBOCK
FIGURE B-2
PROPOSED TRANSMISSION LINE
ROUTE OPTIONS
LEGEND
FREESE NICHOLS
lubbock
Business HWY 380 Crossing
BNSF RailRoad Crossing
U.S. 84 Crossing
U.S. 84 Crossing
BAILEY COUNTY 45" WATERLINE
WTLRW RailRoad Crossing
Proposed 30" Transmission Line Route 3
Proposed 30" Transmission Line Route 1/2
Low Head "B" Pump Station
Firm Capacity = 22.0 MGD
Pump Station #9
Firm Capacity = 29.2 MGD
FM 2255 Crossing
SH 114 Crossing
Route 1
Route 2
Loop 289 Crossing
Route 1
5.0 MG Ground Storage Tank
Overflow Elev. = 3253.5 ft.
2.0 MG Ground Storage Tank
Overflow Elev. = 3253.5 ft.
Pump Station #7
Firm Capacity = 53.3 MGD
BAILEY COUNTY 24" WATERLINE
County Road 6100
County Road 6150
County Road 6170
County Road 6200
County Road 6220
County Road 6300
County Road 6400
County Road 6500
County Road 1400
Bluefield
Erskine
Quee
Auburn
Baylor
Yuma
Xenia
Colorado
Farm-To-Market Road 2528
FM Road 2255
Loop 289
Clinton
Frankford
Quincy
Slide
Alcove
Marsha Sharp Fwy

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Million One Hundred Forty Six Thousand Seven Hundred Fifty One ($2,163,829.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate
PRINCIPAL	388.50
GROUP MANAGER	247.00
ENGINEER VIII	269.85
ENGINEER VII	263.55
ENGINEER VI	236.25
ENGINEER V	185.00
ENGINEER IV	169.05
ENGINEER III	150.15
ENGINEER II	141.75
ENGINEER I	116.55
ELECTRICAL ENGINEER VI	222.60
ELECTRICAL ENGINEER V	182.70
ELECTRICAL ENGINEER IV	144.90
ELECTRICAL ENGINEER III	136.50
ELECTRICAL ENGINEER II	132.30
ELECTRICAL ENGINEER I	124.95
MECHANICAL ENGINEER VI	215.25
MECHANICAL ENGINEER V	191.10
MECHANICAL ENGINEER IV	166.95
MECHANICAL ENGINEER III	147.00
PROGRAM MANAGER II	222.60
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50
DOCUMENT CONTROL CLERK	106.05
SR DESIGNER	196.35
DESIGNER II	158.55
DESIGNER I	136.50
CADD DESIGNER	168.00
TECHNICIAN IV	142.80
TECHNICIAN III	114.45
TECHNICIAN II	95.55
TECHNICIAN I	73.50
GIS COORDINATOR	144.90
GIS ANALYST IV	131.25
GIS ANALYST III	108.15
GIS ANALYST II	96.60
GIS ANALYST I	72.45

Position	Rate
3D VISUALIZATION COORDINATOR	178.50
ENVIRONMENTAL SCIENTIST VII	228.90
ENVIRONMENTAL SCIENTIST VI	199.50
ENVIRONMENTAL SCIENTIST V	168.00
ENVIRONMENTAL SCIENTIST IV	147.00
ENVIRONMENTAL SCIENTIST III	126.00
ENVIRONMENTAL SCIENTIST II	88.20
ENVIRONMENTAL SCIENTIST I	87.15
ARCHITECT VI	201.60
ARCHITECT V	182.70
ARCHITECT IV	147.00
ARCHITECT III	140.70
ARCHITECT II	113.40
ARCHITECT I	97.65
PLANNER VI	213.15
PLANNER V	163.80
PLANNER IV	129.15
PLANNER III	117.60
PLANNER I	96.60
HYDROLOGIST V	184.80
HYDROLOGIST IV	144.90
HYDROLOGIST III	133.35
HYDROLOGIST II	121.80
SENIOR GEOLOGIST	142.80
GEOTECHNICAL ENGINEER VI	236.25
PUBLIC INVOLVEMENT COORDINATOR	134.40
WEB SERVICES ADMINISTRATOR	157.50
WORD PROCESSING/SECRETARIAL	80.85
OPERATIONS ANALYST	145.95
CONTRACT ADMINISTRATOR	92.40
INFORMATION SERVICES ADMINISTRATOR	79.80
INFORMATION SERVICES CLERK III	63.00
INFORMATION SERVICES CLERK II	58.80
INFORMATION SERVICES CLERK I	57.75
CO-OP	70.35

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Print Shop	
Color Copies & Printing	$0.50 per single side copy $1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy $0.20 per double side copy
Binding	$5.75 per book

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

The ranges and individual salaries will be adjusted annually.

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of

FNI _____
OWNER _____

EXHIBIT A-1
BAILEY COUNTY TRANSMISSION LINE
SURVEYING SERVICES (AERIAL TOPO)
3-Dec-12

	Task	Prin. In Charge	Proj Manager	Reg. Prof. Land Surveyor	Sr. P.E.	P.E.	EIT	Survey Crew Manager	Draf CADD	Survey Crew	Total Hours	Total Extension ($)
	Rates	$ 170.00	$ 145.00	$ 115.00	$ 130.00	$ 115.00	$ 95.00	$ 80.00	$80.00	$ 180.00		
	Design Surveying - Aerial Topo											
A-1.1	Establish Project Control			12				20		40	72	$ 10,180.00
A-1.2	Set Permanent Control Monuments		6	24				12	16	108	166	$ 25,310.00
A-1.3	Locate Section Corners		12	20				28		120	180	$ 27,880.00
A-1.4	Establish Existing Rights-of-Way		4	20				20		80	124	$ 18,880.00
A-1.5	Develop Right-of-Way Basemap	4	12	40		200		40	180		476	$ 47,620.00
A-1.6	Topographic/Improvements Survey		8					10	20	40	718	$ 10,760.00
A-1.7	Public Utility Map		8	12		40		20	80	120	280	$ 36,740.00
A-1.8	Develop 3-D Terrain Model											$ -
A-1.9	Coordinate with SUE consultant		40								40	$ 5,800.00
A-1.10	Panel Points for Aerial Mapping		4	8				24	16	80	132	$ 19,100.00
	Subtotal Design Survey Hours/Costs (HRA)	4	94	136	0	240	0	174	296	508	2188	**$ 202,270.00**
A1.11	Aerial Mapping and Preparation of 3D Model (GAI - See Proposal Attached)											$ 33,250.00
	Subtotal Design Survey (GAI and HRA)											**$ 235,520.00**
	Land Acquisition - See Exhibit B for Detail											
B.3	Documentation Preparation (HRA)											$ 204,240.00
B.8	Project Management (HRA)											$ 48,000.00
	Subconsultants											
B.1	Appraisal											$ 86,000.00
B.2	Property Costs and Pricing											$ 16,000.00
B.3	Documentation Preparation											$ 22,400.00
B.4	Title Examination											$ 38,700.00
B.5	Negotiation											$ 153,600.00
B.6	Severed Mineral Rights											$ 43,200.00
B.7	Closing Proceedures											$ 12,900.00
B.8	Project Management											$ 52,560.00
	Subtotal Land Acquisition Subtotal Costs											**$ 677,600.00**
	Total Labor & Basic Services											**$ 913,120.00**

EXHIBIT B
BAILEY COUNTY TRANSMISSION LINE
LAND ACQUISITION SERVICES
3-Dec-12

TASK	DESCRIPTION	HRA Man Day $ 1,200.00	HRA Crew Day $ 1,440.00	HAC Man Day $ 1,000.00	CTHG Man Day $ 1,600.00	WTTC Per Parcel $ 1,075.00	DWH Man Day $ 640.00	Fee
B.1	**APPRAISAL**							
	Harris Appraisal Company, Inc.			86				$ 86,000.00
B.2	**PROPERTY COSTS AND PRICING**							
	Harris Appraisal Company, Inc.			16				$ 16,000.00
B.3	**DOCUMENTATION PREPARATION**							
	Hugo Reed and Associates, Inc.	85	71					$ 204,240.00
	Craig, Terrill, Hale & Grantham, LLP				14			$ 22,400.00
B.4	**TITLE EXAMNATION**							
	West Texas Title Company, Inc.*					36		$ 38,700.00
	Collection of title insurance premium**							TBD**
B.5	**NEGOTIATION**							
	Dee W. Hart, Jr.						240	$ 153,600.00
B.6	**TITLE REVIEW FOR OIL & GAS LEASES AND SEVERED MINERAL RIGHTS**							
	Craig, Terrill, Hale & Grantham, LLP				27			$ 43,200.00
B.7	**CLOSING PROCEEDURES**							
	West Texas Title Company, Inc.					12		$ 12,900.00
B.8	**PROJECT MANAGEMENT**							
	Hugo Reed and Associates, Inc.	40						$ 48,000.00
	Harris Appraisal Company, Inc.			10				$ 10,000.00
	Craig, Terrill, Hale & Grantham, LLP				19			$ 30,400.00
	Dee W. Hart, Jr.						19	$ 12,160.00
B.9	**CONDEMNATION - ADDITIONAL SERVICES**							TBD
TOTALS		$ 150,000.00	$ 102,240.00	$ 112,000.00	$ 96,000.00	$ 51,600.00	$ 165,760.00	**$ 677,600.00**

Tasking is based on 48 parcels for transmission Route #1 provided by Freese and Nichols, Inc.
Should a change in route be required or should additional parcels be identified, an amendment to this agreement for out of scope services will be required.
*Includes (1) tax certificales; (2) recording; (3) regular or certified copies; (4) wire transfer fees if required; (5) express fees incurred in order to transmit documents or funds; (6) Attorney Fees
**Fee based on individual Parcel value. See attached Texas Title Insurance Premiums Referance Rate Guide

ENGINEERING FEE ESTIMATE

CORROSION CONTROL TECHNOLOGIES, INC.

Freese and Nichols
City of Lubbock - Bailey County Pipeline
A140.BD

Raw Salary Multiplier = 2.45

Task Efforts	Name	2013 Labor Rates	Task 1 Corrosion Study Man-hours	Task 1 Cost($)	Task 2 Cathodic Protection Design Man-hours	Task 2 Cost($)	Task 3 Construction Services Man-hours	Task 3 Cost ($)	Task 4 Energize and Test Man-hours	Task 4 Cost ($)	TOTAL OF ALL TASKS Man-hours	TOTAL OF ALL TASKS Cost ($)
Administration/Progress Reports	Mattson, Jeff	$132.09	8	$1,056.72	8	$1,056.72	0	$0.00	0	$0.00	16	$2,113.44
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	8	$448.64	0	$0.00	0	$0.00	16	$897.28
Travel	Mattson, Jeff	$132.09	0	$0.00	16	$2,113.44	0	$0.00	0	$0.00	16	$2,113.44
	Nelson, Cody	$72.55	16	$1,160.80	0	$0.00	0	$0.00	0	$0.00	16	$1,160.80
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Resistivity/BaselineTesting	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	24	$1,741.20
	Nelson, Cody	$72.55	24	$1,741.20	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Continuity Testing	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Groundbed Inspection, Field	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
QA/QC Reevew	Mattson, Jeff	$132.09	4	$528.36	0	$0.00	0	$0.00	0	$0.00	4	$528.36
	Nelson, Cody	$72.55	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Data tabulation and evaluation	Mattson, Jeff	$132.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Nelson, Cody	$72.55	4	$290.20	0	$0.00	0	$0.00	0	$0.00	4	$290.20
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	0	$0.00	0	$0.00	0	$0.00	8	$448.64
Submittal/Design/Report Preparation	Mattson, Jeff	$132.09	40	$5,283.60	48	$6,340.32	0	$0.00	0	$0.00	88	$11,623.92
	Nelson, Cody	$72.55	16	$1,160.80	88	$6,384.40	0	$0.00	0	$0.00	104	$7,545.20
	Technican	$59.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
	Office	$56.08	8	$448.64	12	$672.96	0	$0.00	0	$0.00	20	$1,121.60
	SUBTOTAL LABOR		**136**	**$12,567.60**	**180**	**$17,016.48**	**0**	**$0.00**	**0**	**$0.00**	**316**	**$29,584.08**

Expenses	Units	Unit Cost	Task 1 Quantity	Task 1 Cost ($)	Task 2 Quantity	Task 2 Cost ($)	Task 3 Quantity	Task 3 Cost ($)	Task 4 Quantity	Task 4 Cost ($)	TOTAL OF ALL TASKS Quantity	TOTAL OF ALL TASKS Cost ($)
Auto Mileage	Mile	$0.70	50	$35.00	50	$35.00	0	$0.00	0	$0.00	100	$70.00
Standard Equipment Fee	Daily	$40.00	2	$80.00	0	$0.00	0	$0.00	0	$0.00	2	$80.00
Continuity Test Equipment	Daily	$130.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Close Interval Equipment	Daily	$200.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Current Interrupter	Daily	$20.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Air Travel	Trip	$900.00	1	$900.00	1	$900.00	0	$0.00	0	$0.00	2	$1,800.00
Food and Lodging	Day	$140.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Auto Rental	Day	$90.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Other Travel	Day	$30.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Laboratory	Sample	$110.00	4	$440.00	0	$0.00	0	$0.00	0	$0.00	4	$440.00
Field Supplies	Direct Cost	$1.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
Shipping Charges	Direct Cost	$1.00	100	$100.00	0	$0.00	0	$0.00	0	$0.00	100	$100.00
		SUBTOTAL EXPENSES		**$1,555.00**		**$935.00**		**$0.00**		**$0.00**		**$2,490.00**
		SUBTOTAL LABOR AND EXPENSES		$14,122.60		$17,951.48		$0.00		$0.00		$32,074.08
		Contingency	***5%***	$706.13	***5%***	$897.57	***5%***	$0.00	***4%***	$0.00		$1,603.70
		Inflation Factor	***0%***	$0.00	***0%***	$0.00	***0%***	$0.00	***4%***	$0.00		$0.00
		TOTAL COST BY TASK		**$14,828.73**		**$18,849.05**		**$0.00**		**$0.00**		**$33,677.78**
		NOT TO EXCEED COST BY TASK		**$14,830.00**		**$18,850.00**		**$0.00**		**$0.00**		**$33,680.00**

Freese and Nichols, Inc.

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
GEOTECHNICAL

Project Fee Summary		
Total Labor	$	25,705
Total Expenses	$	4,181
Total Subs	$	20,653
Total Project	$	50,539

BASIC SERVICES

Task	Labor Task Description	Tony Boseckar	Marc Miller	Micah Hargrave	Don James	Marguerite Knapp	Niza Bolsenow				Total Hours	Total Labor
	Hourly Bill Rate	$236.25	$185.00	$150.15	$142.80	$80.85	$114.45					
N/A	Computer Expenses											
1	Review Geology				1						1	$ 143
2	Coordination with Utilities, Driller and Lab				4	6					10	$ 1,056
3	Stake Borings			24							24	$ 3,604
4	Log Borings				70						70	$ 9,996
5	Draft/Review Logs			2		8					10	$ 947
6	Assign Laboratory Testing			1							1	$ 150
7	Engineering/Calculations		1	2							3	$ 485
8	Technical Memorandum		6	12		4					22	$ 3,235
9	Drafting						8				8	$ 916
10	Meetings		2	2							4	$ 670
11	Quality Control/Quality Review	4									4	$ 945
12	Project Management	4	6								10	$ 2,055
13	Plan Review		4	4							8	$ 1,341
14	Mail Corrosion Samples					2					2	$ 162
15												$ -
16												$ -
17												$ -
18												$ -
19												$ -
20												$ -
21												$ -
22												$ -
23												$ -
24												$ -
25												$ -
26												$ -
27												$ -
28												$ -
29												$ -
30												$ -
31												$ -
32												$ -
33												$ -
34												$ -
35												$ -
36												$ -
37												$ -
38												$ -
39												$ -
	Total Hours	8	19	47	75	20	8					
	Labor Effort	$ 1,890	$ 3,515	$ 7,057	$ 10,710	$ 1,617	$ 916	$ -	$ -	$ -	$ -	
											Total Labor	177 $ 25,705

OTHER DIRECT EXPENSES		Technology Charge			Miles	Mailing	Equipment	Binding	Per diem	Total Expenses
	Expense Bill Rate				0.64	10%	10%	5.75	10%	
N/A	Computer Expenses									$ -
1	Review Geology	1								$ 9
2	Coordination with Utilities, Driller and Lab	10								$ 85
3	Stake Borings	24			700				300	$ 961
4	Log Borings	70			700				1200	$ 2,342
5	Draft/Review Logs	10								$ 85
6	Assign Laboratory Testing	1								$ 9
7	Engineering/Calculations	3								$ 26
8	Technical Memorandum	22								$ 187
9	Drafting	8								$ 68
10	Meetings	4								$ 34
11	Quality Control/Quality Review	4								$ 34

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
GEOTECHNICAL

12	Project Management	10									$ 85
13	Plan Review	8									$ 68
14	Mail Corrosion Samples	2				156					$ 189
15											$ -
16											$ -
17											$ -
18											$ -
19											$ -
20											$ -
	Total Expenses	$ 1,506	$ -	$ -	$ 855	$ 172	$ -	$ -	$ 1,650		$ 4,181

	SUBCONSULTANTS			**Sub 1**	**Sub 2**	**Total Subs**
	Expense Bill Rate			10%	10%	
22	Gorrondona & Associates			$ 5,015.50		$ 5,517
23	Texplor				$ 13,760.00	$ 15,136
24						$ -
25						$ -
	Total Subconsultants			$ 5,517	$ 15,136	$ 20,653

Project Fee Summary

Total Labor	$ 25,705
Total Expenses	$ 4,181
Total Subs	$ 20,653
Total Project	$ 50 539

Freese and Nichols, Inc.

CITY OF LUBBOCK
PROPOSED 30-INCH PIPELINE
Detailed Cost Breakdown
SUBSURFACE UTILITY ENGINEERING

Project Fee Summary		
Total Cost	$	93,500
Total Expenses	$	-
Total Subs	$	-
Total Project	$	93,500

BASIC SERVICES

Task	Task Description	QL B SUE	Test Holes	QL B Waterline							Unit Total	Total Cost
	Rate	$1.25	$1,200.00	$1,000.00								
1	Quality Level B Subsurface Utility Engineering	50,000									50,000	$ 62,500
2	Quality Level A Test Holes		25								25	$ 30,000
3	Locate and Stake 10-inch Waterline			1							1	$ 1,000
4												$ -
5												$ -
6												$ -
7												$ -
8												$ -
9												$ -
10												$ -
11												$ -
12												$ -
13												$ -
14												$ -
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34												$ -
35												$ -
36												$ -
37												$ -
38												$ -
39												$ -
	Total Hours	50,000	25	1								
	Labor Effort	$ 62,500	$ 30,000	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
											Total Labor	50,026	$ 93,500

OTHER DIRECT EXPENSES	Technology Charge			Miles	Mailing	Equipment	Binding	Per diem	Total Expenses
Expense Bill Rate				0.64	10%	10%	5.75	10%	
#REF! #REF!									
1 Quality Level B Subsurface Utility Engineering									$ -
2 Quality Level A Test Holes									$ -
3 Locate and Stake 10-inch Waterline									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -

Freese and Nichols, Inc.

City of Lubbock
Bailey County Pipeline
13-Dec-12
Detailed Cost Breakdown - ENVIRONMENTAL AND ARCHEOLOGY

Project Fee Summary	
Basic	$ 25,014
Special	$ -
Total Project	$ 25,014

Basic Services

Phase	Task	Labor Task Description	Randall Howard	Patrick Garnett	Meredith L Heather	Sabrina Joplin									Total Hours	Total Labor Effort
		Hourly Bill Rate	$228.90	$147.00	$87.15	$108.15										
		Environmental Report	4	24	24	10									62	$ 7,617
		THC coordination	2	12	5	5									24	$ 3,199
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Hours	6	36	29	15										
		Total Basic Services Labor Effort	$ 1,373	$ 5,292	$ 2,527	$ 1,622	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	86	$ 10,816

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Print Shop - Plotter - Other	Miles	Other					Total Exp Effort
		Expense Bill Rate	$ 8.50	$ 5.75	$ 0.10	$ 0.50	$ 2.50	$ 5.75	$ 5.00	$ 0.64	10%					
		Technology Charges	86.00	200	50											$ 1,886
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Items	86	200	50	-	-	-	-	-	-	-	-	-	-	$ -
		Total Basic Services Expenses Effort	$ 731	$ 1,150	$ 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,886

Phase	Task	Subconsultants	Prewitt and Associates	[Name 2]	[Name 3]	[Name 4]										Total Sub Effort
		Expense Bill Rate	10%													
		Archeological Survey	11,193													$ 12,312
			-													$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Basic Services Subconsultants Cost	$ 11,193	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,312

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2013

Capital Project Number:	92255
Capital Project Name:	Low Head B & Pump Station 9 Rehabilitation

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	15,369
Misc. Services		50,456
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Agenda Items January 10, 2013		
Freese & Nichols - BCWF Supply Line Final Design and Bid Phase Services		2,163,829
Encumbered/Expended to Date		2,881,983
Estimated Costs for Remaining Appropriation		
Construction		7,618,017
Remaining Appropriation		7,618,017
Total Appropriation To Date	$	10,500,000

Project Name **BCWF Supply Line/Pumping System** *Project Number* **92255**

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 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 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	10,500,000	0	10,000,000	15,000,000	1,000,000	0	0	36,500,000
Total Project Appropriation	10,500,000	0	10,000,000	15,000,000	1,000,000	0	0	36,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	0	10,000,000	0	0	0	0	10,000,000
FY 2015 Water Revenue CO's	0	0	0	15,000,000	0	0	0	15,000,000
FY 2016 Water Revenue CO's	0	0	0	0	1,000,000	0	0	1,000,000
Total Funding Sources	10,500,000	0	10,000,000	15,000,000	1,000,000	0	0	36,500,000

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a Resolution authorizing the Mayor to execute construction contract 11079 with Lewis Construction Company, Inc., for construction services associated with the Milwaukee Avenue and Marsha Sharp Freeway (U.S. 82) water line re-route.

Item Summary

The Texas Department of Transportation (TxDOT) is preparing for the construction of a bridge structure at Milwaukee Avenue and the Marsha Sharp Freeway (U.S. 82). As part of the project the State requires that cities pay 100% of utility relocation. The City of Lubbock has an existing 8" water line installed parallel to the proposed right-of-way and a 10" water line perpendicular across the Marsha Sharp Freeway. The 8" waterline will be adjusted to the south outside of the proposed TxDOT right-of-way and the water line will be extended to avoid conflicts with the proposed frontage roads. The total length of pipe for this job will be approximately 2,000 linear feet.

A total of 4 bids were received and opened on December 20, 2012.

The bids are as follows:
1.) Utility Contractors of America, Inc., of Lubbock, TX - $242,047
2.) Turfmaster Irrigation and Landscaping, Inc., of Lubbock, TX - $199,154
3.) Lewis Construction Company of Dumas, TX - $156,999
4.) Deerwood Construction, Inc., of Lubbock, TX - $174,079

Staff recommends award to the low bidder, Lewis Construction Company, Inc., of Dumas, Texas, for $156,999.

Fiscal Impact

$3,122,000 is appropriated in Capital Improvement Project 91035, Water Lines Ahead of Street Paving, with $156,999 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Lewis Construction
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11079 for Milwaukee and Marsha Sharp Water Re-Route Project, by and between the City of Lubbock and Lewis Construction Co., Inc. of Dumas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Lewis Construction
December 20, 2012

Date: 12/20/12

PROJECT NUMBER: BID 13-11079-DG "Milwaukee & Marsha Sharp Water Line Re-Route Project "

Bid of Lewis Construction Co., 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 BID 13-11079-DG "Milwaukee & Marsha Sharp Water Line Re-Route Project " 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.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Mobilization - Contractor mobilization including move-in, set up, move-out and clean up cost.	1	LS	15,807.25	15807.25
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	1500.00	1500.00
3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	3200.00	3200.00
4	Locate, survey and stake alignment for water lines based on existing water utility locations and contract drawings.	1	LS	3250.00	3250.00
5	Trench Safety - Complete and in place.	1753	LF	1.95	3418.35
6	Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	933	LF	33.75	31488.75
7	Furnish and install 10" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	720	LF	38.99	28072.80
8	Furnish and bore 16" steel encasement with spacers as herein specified, including all equipment, tools, and labor to perform work.	110	LF	115.00	12650.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
9	Furnish 10" C-900 DR-18 approved water pipe laid in open trench inside 16" steel encasement with spacers, backfiled to 95% compaction and tested as herein specified, including all equipment, tools, and labor to perform work.	100	LF	65.00	6500.00
10	Furnish and install 8" C-900 DR-18 approved water pipe inside casing and tested as herein specified, including all spacers, joint restraints, equipment, tools, and labor to perform work.	110	LF	42.36	4653.00
11	Furnish and install 8" C-900 DR-18 approved water pipe under existing paving by caseless bore as herein specified, including all joint restraints, equipment, tools, and labor to perform work.	80	LF	135.00	10800.00
12	Furnish and install 8" Gate Valves and boxes as herein specified, including all equipment, tools, and labor to perform work.	4	EA	1650.00	6600.00
13	Furnish and install 10" Gate Valves and boxes as herein specified, including all equipment, tools, and labor to perform work.	2	EA	3063	6126.00
14	Provide ductile iron fittings (bends, tees, reducers & plugs) for all water lines, including all equipment and labor required for installation.	1575	LB	3.43	5402.25
15	Cut & plug proposed abandoned lines (existing 8" & 10" water lines under pavement) as herein specified, including all equipment, tools, and labor to perform work.	2	EA	5165.80	10330.60
16	Flowable backfill as approved, complete and in place per COL Specifications.	50	CY	84.00	4200.00
ITEMS 1 - 16		$			156,999.00

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 **(SIXTY) 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 **$ 300 (THREE HUNDRED)** 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 SEVENTY (70) 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



_____ Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of GREATEST AMOUNT BID **Dollars ($_____), 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.

Date: 12/20/12

Allen Barker

Authorized Signature

ALLEN BARKER

(Printed or Typed Name)

LEWIS CONST. CO, INC.

Company

P.O. Box 458

Address

DUMAS, MOORE

City, County

TEXAS, 79029

State Zip Code

Telephone: 806 - 935-5641

Fax: 806 - 935-5643

FEDERAL TAX ID or SOCIAL SECURITY No.

751020273

EMAIL: lewisinc@valornet.com

(Seal if Bidder is a Corporation)

ATTEST:

Jody Stodd

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1&2 Date 12/7/12
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

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

Capital Project Number:	91035
Capital Project Name:	Water Lines Ahead of Paving

	Budget
Encumbered/Expended	
City of Lubbock Staff	$ 174,976
Advertisement	673
Professional Services	7,888
Alan Butler	479,173
HD Weaver Ditching	4,300
Mickie Services Company	12,900
Wright Construction	475,036
Water Line Improvements	227,484
Agenda Item January 10, 2012	
Lewis Construction Company	156,999
Encumbered/Expended to Date	1,539,429
Estimated Costs for Remaining Appropriation	
Water line construction	1,582,571
Remaining Appropriation	1,582,571
Total Appropriation To Date	$ 3,122,000

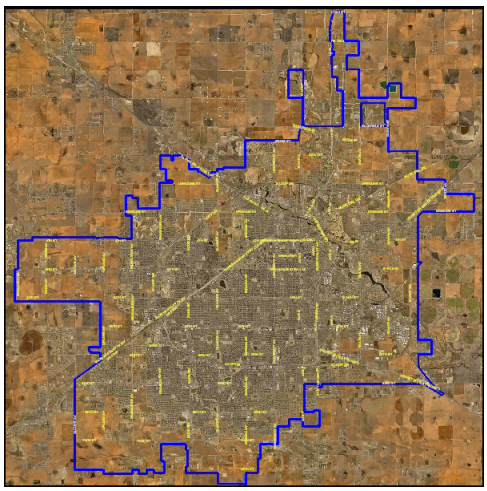
Project Name **Water Lines Ahead of Street Pavings** *Project Number* **91035**

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Relocate and install water lines ahead of municipal, county, and state paving projects and future development including but not limited to the Gateway Paving Projects.

Project Justification

The project is an annual water line installation program coordinated with street paving projects.

Project History

This is part of an annual water line installation program coordinated with street paving projects.

$375,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $263,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$300,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$1.1 million was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$360,000 was apropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$400,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $400,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 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	2,122,000	1,000,000	550,000	460,000	460,000	500,000	500,000	5,592,000
Total Project Appropriation	2,122,000	1,000,000	550,000	460,000	460,000	500,000	500,000	5,592,000

Project Name **Water Lines Ahead of Street Pavings** *Project Number* **91035**

Funding Detail	Funding to Date	FY 2012-13	Unappropriated Planning Years FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
2003 Tax and Waterworks Revenue CO's	112,000	0	0	0	0	0	0	112,000
FY 2007 10-year Tax Supported CO's	300,000	0	0	0	0	0	0	300,000
FY 2007 Water Revenue CO's	360,000	0	0	0	0	0	0	360,000
FY 2008 Water Revenue CO's	1,100,000	0	0	0	0	0	0	1,100,000
FY 2010 Water Revenue CO's	0	0	0	0	0	0	0	0
FY 2012 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2014 Water Revenue CO's	0	0	550,000	0	0	0	0	550,000
FY 2015 Water Revenue CO's	0	0	0	460,000	0	0	0	460,000
FY 2016 Water Revenue CO's	0	0	0	0	460,000	0	0	460,000
FY 2017 Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2018 Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Prior Year Bonds	0	1,000,000	0	0	0	0	0	1,000,000
Total Funding Sources	2,122,000	1,000,000	550,000	460,000	460,000	500,000	500,000	5,592,000

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution – Public Works Water: Consider a resolution authorizing the Mayor to execute purchase order Contract 22300034 with MARS Company for a water meter test bench, RFP 13-10982-CI.

Item Summary

The City's water meter shop utilizes the water meter test bench to test water meters for consumption accuracy to meet the American Water Works Association (AWWA) standards. This testing bench will be capable of testing water meters that range in size from ¾" to 3" and will allow for multiple meters to be tested at one time. To reduce water consumption during the testing procedures, the new machine will be outfitted with a recirculation system that will recycle the water used to test the meters. The water meter shop is currently using a 25+ year old testing bench that is only capable of testing up to 1" meters.

Proposals were received from the following contractors:

MARS Company, Ocala, FL	$144,513
Western Industrial, Lubbock, TX	308,889

An evaluation committee reviewed the proposals based on following criteria: Features and Benefits of Proposed Product, 50%; Service and Warranty, 20%; References 20%; and Cost, 10%. Proposals were ranked as follows:

MARS Company, Ocala, FL	373.33
Western Industrial, Lubbock, TX	206.67

Fiscal Impact

$3,305,000 is appropriated in Capital Improvement Project 91049, Water Meter Replacement, with $144,513 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Purchase Order - MARS

91049 Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 22300034 for the purchase of a water meter test bench as per RFP 13-10982-CI, by and between the City of Lubbock and MARS Company of Ocala, Florida, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Mars Company-PurchaseOrd
January 3, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/03/2013
Order Number 22300034 000 OP
Branch/Plant 91049

TO: MARS COMPANY
PO BOX 772887
OCALA Florida 34477-2887

SHIP TO: CITY OF LUBBOCK
STREET DEPARTMENT
502 N I-27
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 01/03/2013 Freight
Requested 04/19/2013 Taken By T LENNON
Delivery PER R CERCANTEZ REQ 40642 RFP 13-10982-CI

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Series 2400 Advanced	1.000	58,663.9400	EA	58,663.94	04/19/2013
1000 Gal Stainless Steel Tank	1.000	15,288.2600	EA	15,288.26	04/19/2013
Load Cell Sys-1000 Gal Tank	1.000	7,489.5000	EA	7,489.50	04/19/2013
Gravimetric Scale Sys Software	1.000	24,721.6200	EA	24,721.62	04/19/2013
Recirculation System	1.000	21,400.3700	EA	21,400.37	04/19/2013
On-Site Install & Training	1.000	14,665.0000	EA	14,665.00	04/19/2013
Freight and Handling Fee	1.000	2,284.0000	EA	2,284.00	04/19/2013
				Total Order	

Terms NET 30 144,512.69

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Products-Comp/Op AGG, Personal & Adv. Injury, Contractual Liability Automotive Liability- Combined Single limit for Any Auto – $1,000,000	Worker's Compensation Amounts- Statutory Amounts or Employer's Liability and/or Occupational Medical and Disabilities. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non contributory basis with a Waiver of subrogation in favor of the City of Lubbock on all coverages. To include products of completed operations endorsements.	

This purchase order encumbers funds in the amount of $144,512.69 for the purchase of a Water Meter Test Bench awarded on January 10, 2013, to Mars Company, of Ocala, Florida in accordance with Mars Company's response to RFP 13-10982-CI. The following is incorporated into and made part of this purchase order by reference: proposal submitted by your firm in response to City of Lubbock RFP 13-10982-CI.
Resolution#_____.

CITY OF LUBBOCK **ATTEST:**

_____ _____
Glen C. Robertson, Mayor **Rebecca Garza, City Secretary**

P.O. Box 772887
Ocala, Florida 34477-2887
(352) 694-7195
(800) 782-5268

December 11, 2012

Mr. Corey Isaacs
City of Lubbock Purchasing and Contract Management Department
1625 13th Street, Room 204
Lubbock TX 79401

Dear Mr. Isaacs:

On behalf of MARS Company, thank you for this opportunity to submit to the City of Lubbock's the MARS Company best and final offer (BAFO) for the Request for Proposal 13-10982-CI for the Water Meter Test Bench.

As per your instruction, Scenario I is outlined and is in full compliance with the required specifications. Also attached is the conceptual drawing that includes the Recirculation System and power requirements.

Series 2400 Advanced, configured to support:

- up to twenty-four (24) 5/8" meters;
- up to twenty (20) ¾" through 1" meters;
- up to five (5) 1 ½" and at minimum three (3) 2" meters;
- and one (1) 3" meter.

Item	Description	Price
1	Series 2400 Advanced	**$ 58,663.94**
2	10/100 Gallon Stainless Steel Duplex Calibrated Tank	**included**
3	1000 Gallon Stainless Steel Duplex Calibrated Tank	**$ 15,288.26**
3a	Load Cell System for 1000 Gallon Tank	**$ 7,489.50**
4	Gravimetric Scale System (includes console, computer, printer and the MARS M3 Meter Management Software	**$ 24,721.62**
5	Recirculation System (with 1500 Gallon Supply Tank)	**$ 21,400.37**
6	On-site Installation and training with MARS Personnel	**$ 14,665.00**
7	Freight and Handling Fees	**$ 2,284.00**

TOTAL – $144,512.69

Initial and Date

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2013

Capital Project Number:	91049
Capital Project Name:	Water Meter Replacements

		Budget
Encumbered/Expended		
Acquisition of Water Meters	$	2,769,129
City of Lubbock Staff Time		13,965
Bid Cost		390
Agenda Item January 10, 2013		
Mars Company		144,513
Encumbered/Expended To Date		2,927,997
Estimated Costs for Remaining Appropriation		
Acquisition of Water Meters		377,003
Remaining Appropriation		377,003
Total Appropriation	$	3,305,000

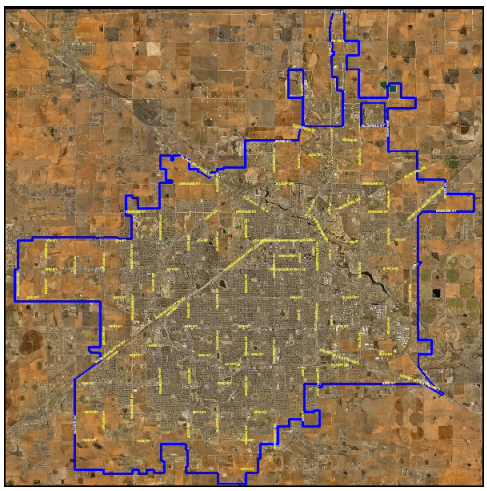
Project Name **Water Meter Replacements** *Project Number* **91049**

Managing Department **Metering and Customer Service**

Project Manager **Kevin Lair**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Purchase and installation of new water meters, water meter boxes with lids, and meter valves for existing and new customers.

Project Justification

Replacing meters regularly improves water service to customers and allows the City to accurately record water consumption for billing. Growth in the city has also increased the demand for new meters.

Replacement of the meter boxes and valves is necessary because they are the primary protection for the water meters and connections and provide a substantial savings in the cost of replacing damaged meters.

Project History

Water meters generally last 10 years. When possible, meters are repaired and placed back into service. The meter boxes and valves typically last the same amount of time unless an unexpected event occurs which causes damage to the box, lid, or valve.

$500,000 was appropriated in Ord. No. 2005-00031, March 24, 2005.
$300,000 was appropriated in Ord. No. 2006-00077, July 10, 2006.
$805,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$550,000 was appropriated in the FY 2007-08 budget, Ord. No. 2007-00091, September 13, 2007.
$600,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$100,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$450,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 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
Other Activities	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000
Total Project Appropriation	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000

Project Name **Water Meter Replacements** *Project Number* **91049**

Funding Detail	Funding to Date	FY 2012-13	Unappropriated Planning Years FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
2003 Tax and Waterworks Revenue CO's	800,000	0	0	0	0	0	0	800,000
FY 2007 Water Revenue CO's	805,000	0	0	0	0	0	0	805,000
FY 2008 10-year Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2010 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 10-year Water Revenue CO's	0	0	0	0	0	0	0	0
FY 2014 10-year Water Revenue CO's	0	0	450,000	0	0	0	0	450,000
FY 2015 10-year Water Revenue CO's	0	0	0	450,000	0	0	0	450,000
FY 2016 10-Year Water Revenue CO's	0	0	0	0	450,000	0	0	450,000
FY 2017 10-Year Water Revenue CO's	0	0	0	0	0	450,000	0	450,000
FY 2018 10-year Water Revenue CO's	0	0	0	0	0	0	450,000	450,000
Prior Year Bonds	0	450,000	0	0	0	0	0	450,000
Total Funding Sources	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000

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

Meeting Date: 01/10/2013

Information

Agenda Item

Cash Farm Lease Agreement Resolution-Right-of-Way: Consider a resolution authorizing the Mayor to execute contract 11137 with Andrew Adams to farm approximately 60.08 acres out of the southwest quarter of Section 2, Block B, and the east half of Section 3, Block B, Lubbock County, Texas.

Item Summary

The cash farm lease renewal agreement allows Andrew Adams to farm approximately 60.08 acres of dry-land farm on the southwest quarter of Section 2, Block B, and the east half of Section 3, Block B, located in Lubbock, County. The property is part of the Lubbock Land Application Site and is located outside any irrigated area.

Mr. Adams has agreed to pay the City $12.00 an acre or $721 for the one-year term, which expires December 31, 2013. This lease may be extended up to four one-year terms, if the Lessee requests an extension in writing at least 30 days prior from the end of the term. For each one-year extension, the rent will increase by two percent. The City will benefit from having the land in agricultural use, which minimizes soil erosion and the growth of weeds. Productive use of the land helps control the prairie dog population and illegal dumping.

Fiscal Impact

Revenue of $721 to wastewater fund in FY2012-13.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer
Lubbock Water Advisory Commission

Attachments

Resolution & Agreement - Andrew Adams

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 Cash Farm Lease Agreement, by and between the City of Lubbock and Andrew Adams, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Andrew Adams
October 31, 2012

Contract # 11137

CASH FARM LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Cash Farm Lease Agreement ("Lease") is entered into this _____ day of _____, 2013, by and between the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation, in Lubbock County, Texas, hereinafter called "Lessor", and **Andrew Adams,** hereinafter called "Lessee."

1. **Term/Property.** The term of this Lease shall commence on the date of execution hereof, and Lease shall expire on December 31, 2013, unless terminated earlier as provided in this Lease. The following lands and premises located in Lubbock County, Texas are made subject to this Lease:

> 45.04 acre tract of land out of Southwest Quarter Section 2, Block B, Lubbock County, Texas, and more specifically described in Exhibit "A" attached hereto, and approximately 15.04 acres of land out of East-one half Section 3, Block B, Lubbock County, Texas.
>
> This Lease may be extended up to four (4) one (1) year terms by the Lessee requesting such an extension in writing at least thirty (30) days prior to the end of the term. For each one (1) year term extension, the rent as set forth in paragraph 2 shall increase two percent (2%).

2. **Rent.** Upon final execution of this Lease, Lessee will pay rent to Lessor an amount equal to TWELVE AND NO/100 DOLLARS ($12.00) per acre, in a form acceptable to Lessor. The parties agree that the amount due at the inception of this Lease shall be SEVEN HUNDRED TWENTY AND 96/100 DOLLARS ($720.96). All monies due, including rent, shall be payable to:

> Attn: Dave Booher, Property Manager
> City of Lubbock
> P.O. Box 2000
> Lubbock, TX 79457

3. **Covenants by Lessee.** Lessee agrees and covenants as follows:

(a) To prepare, plant, and cultivate all tillable land in a farmer-like manner in due time and season; to keep down all noxious weeds and grasses and prevent their seeding and spreading with the same precaution that any prudent farmer would exercise in the care of his own field.

Lessee from a bona fide purchaser, no later than December 31, 2013, for such balance of the crops harvested.

(b) If the land covered by the contract be occupied by anyone other than Lessee at the time that he is taking possession, and the occupant refuses to deliver possession, then Lessor will use diligence to obtain possession as soon as it can be done, but if Lessor is delayed or defeated in gaining possession, Lessor shall not be liable to Lessee for any damages occasioned by Lessor's delay or failure to gain possession.

(c) This Lease is made subject to all existing easements and all rights under mineral deeds and Leases heretofore granted or assigned and recorded in the records of Lubbock County and subject to the right of Lessor to develop and explore for oil, gas or other minerals on said Land.

(d) At any time after thirty (30) days written notice to Lessee, Lessor may enter upon the property, or any part thereof and may repossess the same and expel the said Lessee, and those claiming under him and remove his effects, without being taken or deemed guilty of any manner of trespass; provided that Lessee shall be entitled to a reasonable amount of compensation of expenses incurred by him for the production of crops prior to the date of delivery of said written notice by Lessor.

5. **Default.** In the event Lessee or Lessee's agents violate any covenant in this Lease or any applicable federal, state, or local laws; or if Lessee abandons the property, in the sole determination of Lessor, then Lessor's representative may give Lessee a written notice of default; Lessee shall then be entitled to twenty (20) days in which to cure the default. In the event Lessee fails to cure the default then Lessor shall have the option to immediately terminate this Lease and Lessee shall have no further right to the property, or proceeds or crops therefrom. In the event Lessor shall waive any default in any covenant contained in this Lease, such waiver shall not be deemed to be a waiver of any other default.

6. **Notice.** All notices to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor	Lessee
City of Lubbock Attn: Property Manager Box 2000 Lubbock, Texas 79457	Andrew Adams 7327 East FM 40 Lubbock, Texas 79407

Notes:

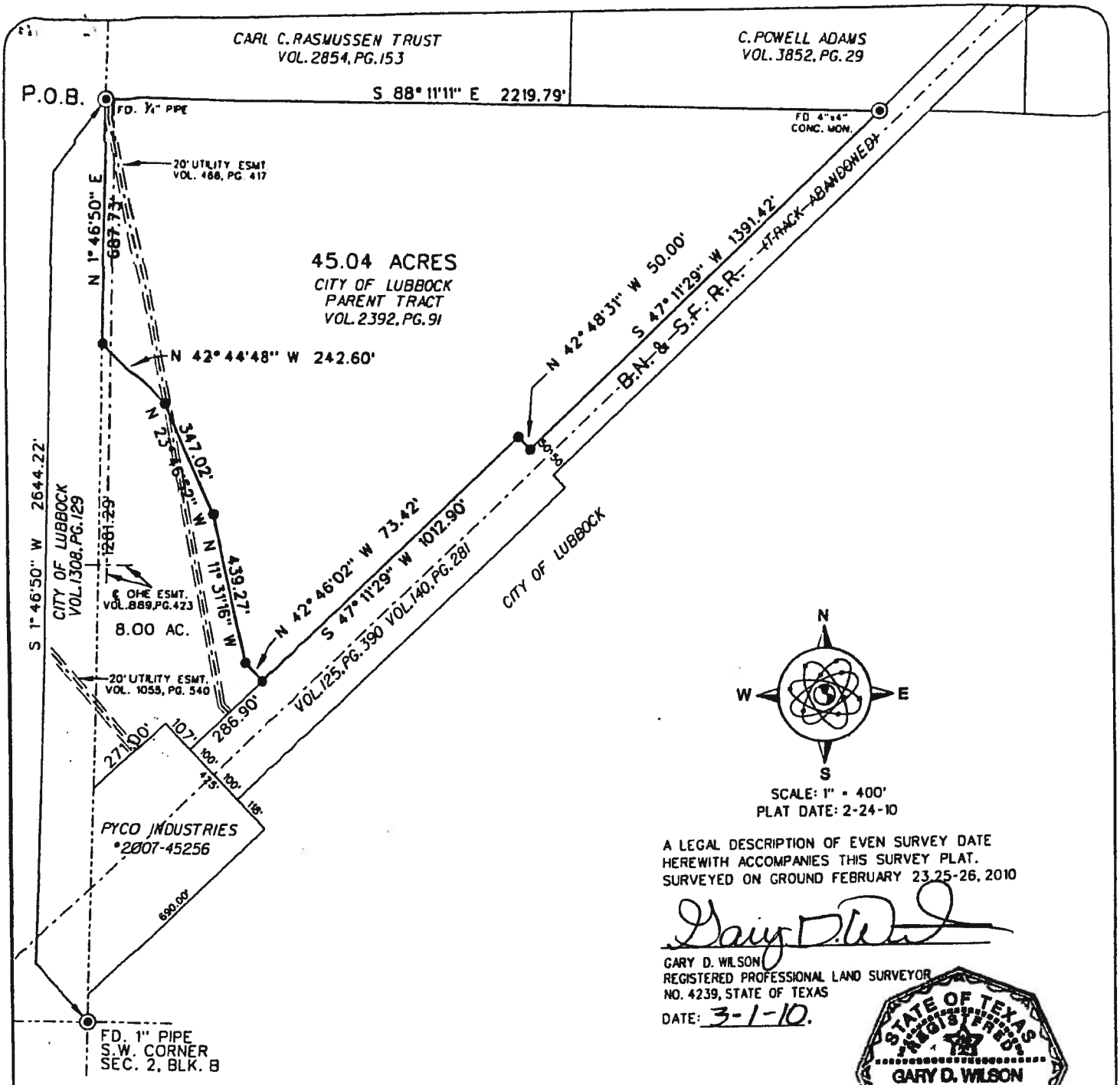
1. Bearings are based on Lambert Grid, NAD83, Texas North Central Zone, with the West line of Section 2, Block B as being S 1°46'50" W
2. Distances shown are surface values.
3. Surveyed on the ground February 23,25-26, 2010
4. A survey plat of even date herewith accompanies this legal description.

Gary D. Wilson
Registered Professional Land Surveyor
No. 4239 State of Texas

STATE OF TEXAS REGISTERED GARY D. WILSON 4239 PROFESSIONAL LAND SURVEYOR

Date: 3-1-10

(806) 792-4731 • Fax (806) 792-1646 • 3330 70th Street, Suite 201 • Lubbock, Texas 79413



SCALE: 1" = 400'
PLAT DATE: 2-24-10

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.
SURVEYED ON GROUND FEBRUARY 23,25-26, 2010

GARY D. WILSON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4239, STATE OF TEXAS
DATE: 3-1-10.

STATE OF TEXAS
REGISTERED
GARY D. WILSON
4239
PROFESSIONAL
LAND SURVEYOR

BEARINGS ARE BASED ON LAMBERT GRID, NAD83, TEXAS NORTH CENTRAL ZONE, WITH THE WEST LINE OF SECTION 2, BLOCK B AS BEING S 1° 46'50" W

DISTANCES SHOWN ARE SURFACE VALUES.

This survey and all information hereon is for the exclusive use of CITY OF LUBBOCK and shall not be copied or used except for the purpose for which it is expressly furnished. This drawing and all copies (partial or complete) shall be returned to the owner upon demand.

NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDRY SURV
DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR
UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION
UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENC

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH
RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE
ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEAR

EXHIBIT
tabbies
"A"

PLAT OF SURVEY

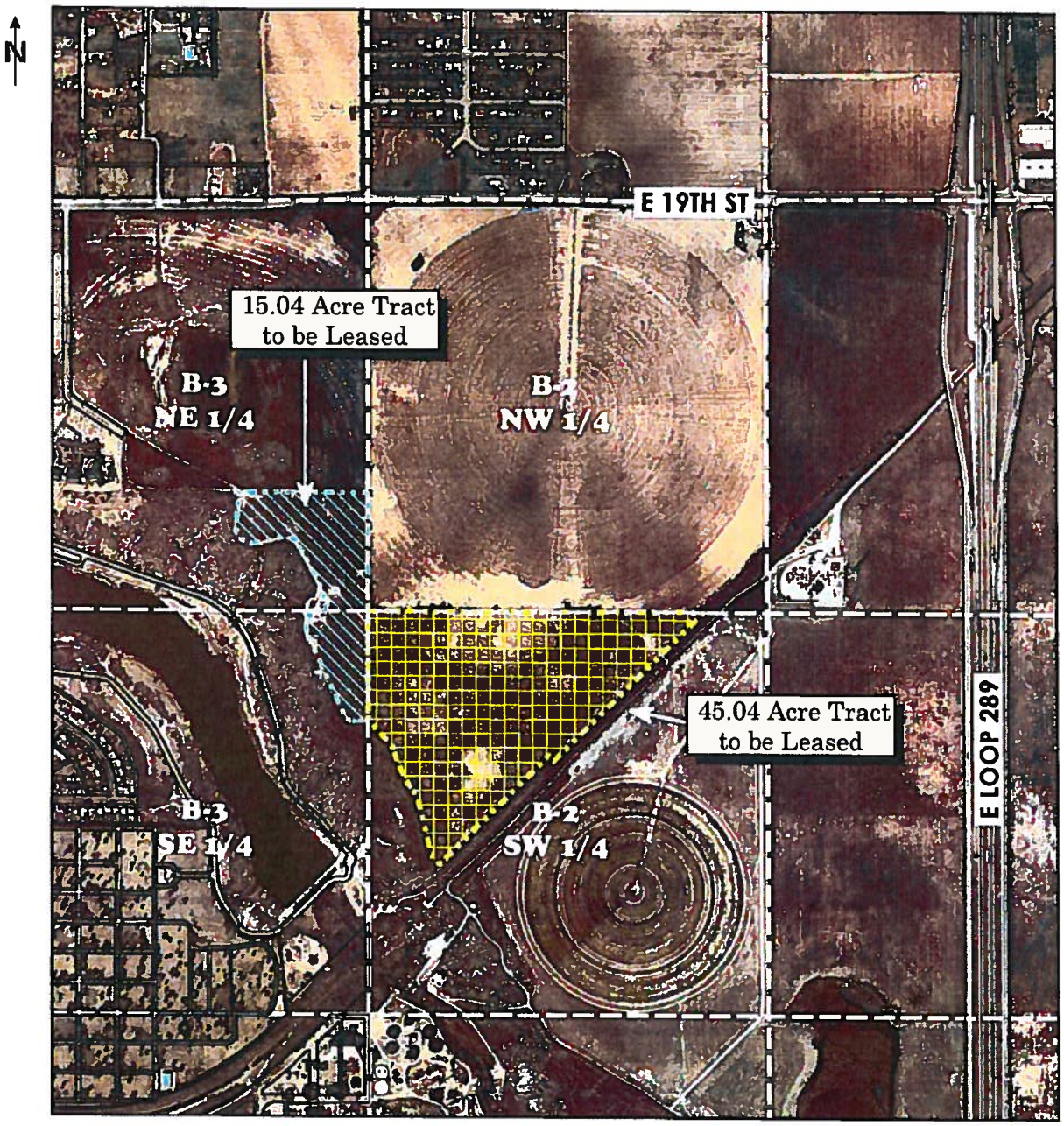
ON A
45.04 ACRE TRACT OF LAND OUT OF THE S.W. ¼ OF SECTION 2, BLOCK B, LUBBOCK COUNTY, TEXAS

WILSON SURVEYING Co., INC.
Registered Professional Land Surveyors
3330 - 70th Street, Suite 201 • Lubbock, Texas 79413
Office 806.792.4731 Fax 806.792.1646

467 P. 27 28

37,025

Proposed Farm Lease in Portions of the SW 1/4 of Section 2, Block B and E 1/2 of Section 3, Block B



city of lubbock TEXAS

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

Regular City Council Meeting **5. 11.**

Meeting Date: 01/10/2013

Information

Agenda Item

Cash Farm Lease Agreement Resolution-Right-of-Way: Consider a resolution authorizing the Mayor to execute contract 11136 with Kim Sherrod to farm approximate 100 acres out of the southeast quarter of Section 12, Block B, Lubbock County, Texas.

Item Summary

The cash farm lease renewal agreement allows Kim Sherrod to farm approximately 100 acres of irrigated farm land out of the southeast quarter of Section 12, Block B, located in Lubbock, County. The property is part of the Lubbock Land Application Site. This property is not irrigated by the effluent pivot system; however, irrigation water is available from onsite wells.

Mr. Sherrod will to pay the City $41.00 an acre for a total of $4,100 for the one-year term, which expires December 31, 2013. This lease may be extended up to four one-year terms if the Lessee requests an extension in writing at least 30 days prior to the end of the term. For each one-year extension, the rent will increase by two percent. The City will benefit from having the land in agricultural use, which minimizes soil erosion and the growth of weeds. Productive use of the land will also help control the prairie dog population and illegal dumping. The lease requires compliance with all Texas Commission on Environmental Quality regulations.

Fiscal Impact

$4,100 of revenue to the wastewater fund in FY 2012-13.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer
Lubbock Water Advisory Commission

Attachments

Resolution & Agreement - Kim Sherrod

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 Cash Farm Lease Agreement by and between the City of Lubbock and Kim Sherrod, Texas, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Kim Sherrod
October 31, 2012

CASH FARM LEASE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Cash Farm Lease Agreement ("Lease") is entered into this _____ day of _____, 2013, by and between the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation, in Lubbock County, Texas, hereinafter called "Lessor", and **Kim Sherrod**, hereinafter called "Lessee."

1. **Term/Property.** The term of this Lease shall commence on the date of execution hereof, and Lease shall expire on December 31, 2013, unless terminated earlier as provided in this Lease. The following lands and premises located in Lubbock County, Texas are made subject to this Lease:

Approximate 100 acre tract of land out of Section 12, Block B, Lubbock County, Texas, and more specifically described in Exhibit "A" attached hereto.

This Lease may be extended up to four (4) one (1) year terms by the Lessee requesting such an extension in writing at least thirty (30) days prior to the end of the term. For each one (1) year term extension, the rent as set forth in paragraph 2 shall increase two percent (2%).

2. **Rent.** Upon final execution of this Lease, Lessee will pay rent to Lessor an amount equal to FORTY-ONE NO/100 DOLLARS ($41.00) per acre, in a form acceptable to Lessor. The parties agree that the amount due at the inception of this Lease shall be FOUR THOUSAND ONE HUNDRED NO/100 DOLLARS ($4,100.00). All monies due, including rent, shall be payable to:

Attn: Dave Booher, Property Manager
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

3. **Covenants by Lessee.** Lessee agrees and covenants as follows:

(a) To prepare, plant, and cultivate all tillable land in a farmer-like manner in due time and season; to keep down all noxious weeds and grasses and prevent their seeding and spreading with the same precaution that any prudent farmer would exercise in the care of his own field.

(b) As the crops are gathered from any of the Leased land during the term of this Lease, Lessee will surrender possession of such portions thereof, so that

Lessor or any future tenant may enter upon the land and prepare it for cultivation for the following year.

(c) No crops which would not ordinarily be harvested before the termination of this Lease shall be planted without the consent of the Lessor in writing signed by the City Manager of Lubbock, Texas, or her designee, and any crops growing on said property in violation of this provision shall revert to Lessor as its property, together with any plowing or other work done by Lessee without the written consent of Lessor.

(d) Lessee agrees and covenants to keep all fences, windmills, buildings, wells, and other improvements if applicable in as good condition as they were at the time he received possession of the property, usual wear and tear, injury or damage by fire not the result of the negligence of Lessee or his agents, and acts of God excepted. If the buildings, as applicable, are destroyed or so damaged that they cannot be repaired except by substantially rebuilding them, Lessee shall be under no obligation to rebuild or repair the buildings. No alterations in buildings or improvements if applicable shall be made without the written consent of Lessor, it being agreed that any improvements placed upon the property shall become the property of the Lessor and shall not be removed by Lessee.

(e) At the end of the Lease term, or as otherwise provided herein, Lessee agrees to give peaceable possession of the Leased premises to Lessor.

(f) It is agreed and understood that should Lessor enter upon said premises and make any improvements, the Lessee shall be entitled to such reasonable amount of compensation for damages suffered directly by him that resulted from such action by the Lessor.

(g) Lessee will not allow the dumping of trash, debris, junk, oil, gas, chemicals or any foreign substance on the property.

(h) Lessee shall comply with all federal, state and local laws and regulations, including but not limited to, all Texas Commission on Environmental Quality (TCEQ) regulations concerning irrigation, fertilizer and chemical use.

4. **Covenants by Lessor and Lessee.** Lessor and Lessee agree and covenant as follows:

(a) In case of sale of said premises during the occupancy of Lessee hereunder and if the purchaser desires possession, Lessee agrees to surrender the same at once. In such a case, payment for crop damages shall be made to Lessee by Lessor after the crop harvest, for the crop acreage damaged or rendered unusable. Crop damages will be determined on a pro-rata basis by the Lessor, based on the amount of crops harvested on the undamaged balance of the tract

and the average price per pound, or bushel, as the case may be, received by Lessee from a bona fide purchaser, no later than December 31, 2013, for such balance of the crops harvested.

(b) If the land covered by the contract be occupied by anyone other than Lessee at the time that he is taking possession, and the occupant refuses to deliver possession, then Lessor will use diligence to obtain possession as soon as it can be done, but if Lessor is delayed or defeated in gaining possession, Lessor shall not be liable to Lessee for any damages occasioned by Lessor's delay or failure to gain possession.

(c) This Lease is made subject to all existing easements and all rights under mineral deeds and Leases heretofore granted or assigned and recorded in the records of Lubbock County and subject to the right of Lessor to develop and explore for oil, gas or other minerals on said Land.

(d) At any time after thirty (30) days written notice to Lessee, Lessor may enter upon the property, or any part thereof and may repossess the same and expel the said Lessee, and those claiming under him and remove his effects, without being taken or deemed guilty of any manner of trespass; provided that Lessee shall be entitled to a reasonable amount of compensation of expenses incurred by him for the production of crops prior to the date of delivery of said written notice by Lessor.

5. **Default.** In the event Lessee or Lessee's agents violate any covenant in this Lease or any applicable federal, state, or local laws; or if Lessee abandons the property, in the sole determination of Lessor, then Lessor's representative may give Lessee a written notice of default; Lessee shall then be entitled to twenty (20) days in which to cure the default. In the event Lessee fails to cure the default then Lessor shall have the option to immediately terminate this Lease and Lessee shall have no further right to the property, or proceeds or crops therefrom. In the event Lessor shall waive any default in any covenant contained in this Lease, such waiver shall not be deemed to be a waiver of any other default.

6. **Notice.** All notices to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor	Lessee
City of Lubbock Attn: Property Manager Box 2000 Lubbock, Texas 79457	Kim Sherrod 1908 N FM 1729 Lubbock, Texas 79403

7. **Time of the Essence.** The parties hereto agree that TIME IS OF THE ESSENCE with respect to the performance of all terms, conditions, obligations, and covenants of this Lease agreement.

8. **Insurance.** Farm/Ranch Owners' Liability Insurance. Lessee shall have Farm/Ranch Owners' Liability Insurance with limits of $500,000 combined single limit in the aggregate and per occurrence. The Lessor shall be named as an additional insured in such policy.

9. **Non-Arbitration.** The Lessor 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 Lessor 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.

LESSEE:

By: _____
Kim Sherrod
1908 N FM 1729
Lubbock, TX 79403

LESSOR:

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

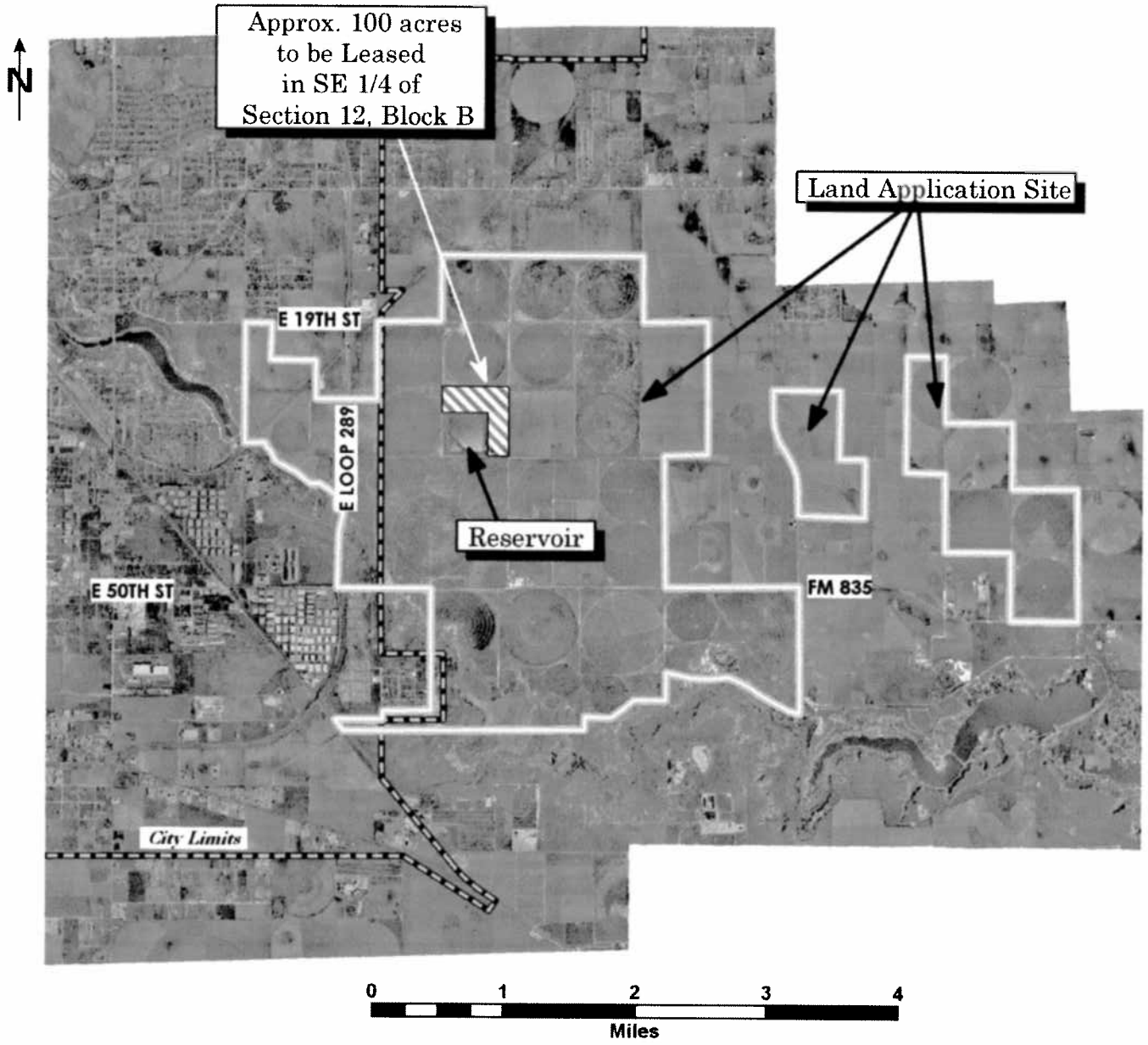
_____
Marsha Reed, P.E., Chief Operation Officer

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Proposed Farm Lease in SE 1/4 of Section 12, Block B



Regular City Council Meeting **5. 12.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11130 with Armko Industries, Inc., for architectural and engineering services required to develop specifications and drawings for replacement of the Lubbock Memorial Civic Center roof.

Item Summary

The existing roofing system of the Lubbock Memorial Civic Center is at the end of its expected life cycle and requires replacement. The roofing system was last replaced in 1994 and is currently exhibiting areas where the roofing material has blistered due to its exposure to ultra-violet rays. Staff recommends having the entire Civic Center roof replaced and proposes utilizing the services of Armko Industries, Inc. for the development of the project's specifications and drawings. Once the specifications and drawings are complete, staff will proceed with advertising the work to be performed and accepting bids for the roof's replacement.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Staff recommends contract award to Armko Industries, Inc. of Lubbock, Texas, based on demonstrated competence and qualifications. Fees shall not exceed $132,000.

Fiscal Impact

$8,659,288 is appropriated in Capital Improvement Project No. 91195, Civic Center Renovations, with $132,000 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Armko

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for Architectural/Engineering services for the roof replacement at the Lubbock Memorial Civic Center, by and between the City of Lubbock and Armko Industries, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Armko Industries, Inc.
December 2, 2012

CONTRACT 11130

AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND ARMKO INDUSTRIES, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into this 10th day of January, 2013, by and between the CITY of Lubbock ("City") and "ARMKO INDUSTRIES, INC", 7302 82nd Street, Suite 14, Lubbock, TX, 79424. (The Engineer).

WHEREAS, City is in need of Architectural and Engineering Services for the Roof Replacement at the Lubbock Memorial Civic Center, 1501 Mac Davis Lane, Lubbock, Texas.

WHEREAS, ARMKO INDUSTRIES, INC. has the experience and skill required the Services described above; and

WHEREAS, City desires to contract with ARMKO INDUSTRIES, INC. to perform said services;

NOW THEREFORE, it is agreed between the parties that:

I. SCOPE OF WORK.

A. Responsibilities: ARMKO INDUSTRIES, INC. agrees to provide all Architectural and Engineering Services at above said location, and described in Exhibit A which is attached hereto and incorporated herein as if fully set forth.

B. City Responsibilities: City agrees to pay a not to exceed amount of $132,000.00, inclusive of all related fees and expenses to ARMKO INDUSTRIES, INC. for the project cost of performing above described Exhibit A.

II. TIME OF PERFORMANCE

ARMKO INDUSTRIES, INC will begin work promptly after this agreement is signed and complete the project within three hundred fifty five (355) calendar days of receipt of Notice to Proceed, unless otherwise agreed between the parties.

III. GENERAL CONDITIONS

A. General Compliance

ARMKO INDUSTRIES, INC. agrees to comply with all applicable federal, state, and local laws pertaining to architectural and engineering services.

B. Certificate of Insurance

ARMKO INDUSTRIES, INC. shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage with insurance carriers permitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Professional Liability	
Automobile Liability:	$ 1,000,000
Combined Single Limit for any auto:	$ 500,000 Per Occurrence

The City shall be named as an additional insured with respect to the Automobile Liability and Commercial General Liability on a primary and non-contributory bases and shall be granted a waiver of subrogration 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 subrogration attached to the policy will be included in the Certificate. Copies of all endorsements are required.

C. Hold Harmless

ARMKO INDUSTRIES, INC. hereby assumes full responsibility for the risk of bodily injury, death or property damages resulting from its performance of this Agreement and releases for itself, its employees and agents, the City of Lubbock, its officers, agents, employees or representatives from any and all injury, loss, liability, damage or costs relating to any claim arising from performance of this Agreement.

ARMKO INDUSTRIES, INC. shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of ARMKO INDUSTRIES, INC. performance or nonperformance of this Agreement.

D. Governing Law

This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas.

E. Non-Arbitration

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

F. The City Right to Audit

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

G. Amendments

City or ARMKO INDUSTRIES, INC. may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by both parties.

H. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2013.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

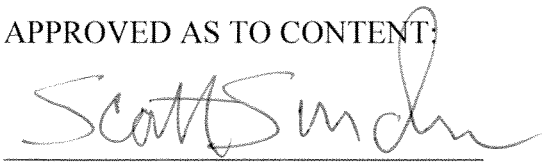
ATTEST:

_____
Rebecca Garza, City Secretary

ARMKO INDUSTRIES, INC.

_____
Brad Draper, RRO, RCI
Vice President

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

EXHIBIT A

ARMKO INDUSTRIES, INC.
7302 82nd St. Suite 14
Lubbock, TX 79424
806.833.6953 / FAX 806.833.8539
www.armko.com
Texas Registered Engineering Firm #6498

December 3, 2012

Mr. Freddy Chavez
Director of Facilities
Lubbock Memorial Civic Center
1501 Mac Davis Lane
Lubbock, Texas 79401

RE: Roof Replacement Project
Lubbock Memorial Civic Center

Mr. Chavez,

It is the desire of the City of Lubbock to engage the services of Armko to perform roof consulting services specifically requested by the City of Lubbock. The services to be provided may relate to some or all of the following: analysis of existing roof components; instrumented moisture survey; roof programs; analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door / window details, plan details; specifications; help in establishing budget forecast; bidding or negotiation backup; major phase or full-time quality assurance observations; final observations and progress payment requests; and/or other work agreed to by the parties. Armko shall perform any or all of the afore-described services for the City of Lubbock as an independent consultant and not as an employee.

SCHEDULE A

Building Envelope Analysis
A. Interior and exterior visual examination of roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
B. Cross-section analysis of core samples of the roof membrane.
C. Analysis of insulation and topside of deck system at core areas.
D. Moisture meter readings of insulation and/or membrane as required.
E. Bitumen chemical analysis if applicable.
F. Establish roof priorities if applicable.

Building Envelope Analysis Report (written and oral presentation)
A. Existing Conditions
B. Recommendations
C. Budget Cost Estimate
D. Existing Condition Photographs
E. Roof Plan

Total for Schedule A: $ 1,500.00

SCHEDULE B

SCHEMATIC DESIGN - PHASE 1 – 15%

A. Perform building evaluation and establishment of the Scope of Work.
B. Identify areas of concern for the new work as well as the existing conditions.
C. Establish tie-in options and weather tightness of the existing facility during demolition.
D. Provide preliminary drawings and or sketches.

DESIGN DEVELOPMENT - PHASE 2 – 20%

A. Development of preliminary drawings, including the following:
    1. Roof Plans
    2. Roof details
    3. Unusual and difficult transitions between walls and roof elements
B. Define major waterproofing elements
C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3 – 30%

A. Preparation of the construction documents, including the following:
    1. Specifications and establishment of the Scope of Work
    2. Compile and print Bid Package and General Conditions
    3. Roof Plans
    4. Roof Details
    5. Unusual and difficult transitions between walls and roof elements
    6. Waterproofing details
B. Provide review of architectural drawings for flashing and moisture conflicts including the following:
    1. Wall Sections
    2. Exterior Elevations
    3. Parapet Details
    4. Plans Details
    5. Door and Window Details
C. Finalize the project specifications for the roofing and waterproofing sections of the project manual.

BIDDING - PHASE 4 – 5%

A. Assist in notification to the construction community.
B. Assist at pre-proposal and/or proposal conference.
C. Cooperative evaluation and selection of successful bidder.

CONSTRUCTION - PHASE 5 – 30%

A. Perform submittal review.
B Assist at and/or conduct pre-construction and pre-installation meetings.
C. On-site observations of work (two hours per week maximum).
D. Monthly progress payment request review.
E. Final observations and progress payment request review.
F. Maintain photo manifest of work in place.
G. Provide daily observation reports of each visit to Owner.

Total for Schedule B: 6% of Roofing and Waterproofing contract awarded to successful contractor or professional fees not to exceed $ 132,000.00

QUALITY ASSURANCE INSPECTOR

A. Additional visits over and above the two (2) hour on site weekly visit as described in Schedule C, shall be $65.00 hour.

B. Full-time Quality Assurance Inspector shall be $65.00 per hour, plus reimbursable expenses, based on one eight hour work day.

REIMBURSABLE EXPENSES

Upon submission of invoices and support documentation, City of Lubbock shall reimburse Armko for the following expenses:

A. Special reproductions as required.

TERMS

Phases 1-4 for Schedule B will be invoiced at the completion of Phase 4 for 70% of total billable amount. Balance due of 30% of total billable amount for Schedule B will be invoiced in monthly increments until completion of project.

Armko shall receive payment within ten (10) days after receipt of invoice by City of Lubbock according to the aforementioned schedule of fees. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

LIMITATION OF LIABILITY/WARRANTIES

With respect to the service to be performed by Armko, pursuant to the terms of this agreement, Armko shall not be liable or responsible for, and it shall be saved and held harmless by City of Lubbock from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this contract.

City of Lubbock agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. City of Lubbock agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the City of Lubbock by Armko and contains all of the covenants and agreements between the parties with respect to such transaction in any matter whatsoever.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Lubbock County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate 30 days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said 30 day period. Payment for all services performed prior to the termination date shall be due within five days after said termination date, unless earlier payment is required under any other provision of this agreement.

Respectfully,

Brad Draper

Brad Draper, RRO, RCI
Vice President

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2013

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

		Budget
Encumbered/Expended		
Minnix Contract - Stage Replacement (contract 10120)	$	53,046
Elevator Repair (contract 10234)		34,187
Protocol Air Monitoring (contract 10053)		1,090
Replace Wheelchair Lift - Talon		22,784
Civic Center Lighting (contract 10267)		155,031
Kirkpatrick Architecture (contract 9665)		24,500
Kirkpatrick Architecture (contract 9666)		11,750
Cox Dirks Architects (contract 10413)		9,600
Thoma Engineering (contract 10492)		23,500
Armko Industries (contract 10382)		7,000
Hub City Plumbing - Physical Plant Upgrade (contract 9756)		699,462
Bid Cost		1,565
Miscellaneous Expenses		396
Asbestos Removal		4,853
CS Advantage USAA - Physical Plant Roof		58,500
Agenda Items January 10, 2013		
Armko Industries Engineering Contract		132,000
Encumbered/Expended To Date		1,239,264
Estimated Costs for Remaining Appropriation		
Roof Replacement		2,400,000
Seating, Digital HVAC Controls,Restrooms,Carpet, Light Fixtures		2,896,000
Other Renovations		2,124,024
Remaining Appropriation		7,420,024
Total Appropriation	$	8,659,288

Project Name **Civic Center Renovation** *Project Number* **91195**

Managing Department **Civic Centers**

Project Manager **Freddy Chavez**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**



Project Scope

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant(2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the replacement of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures ($2,896,000). Also included is the replacement of light fixtures in the exhibit hall ($26,000), removal and replacement of existing roofing membrane ($2.4 million), and any other necessary improvements/upgrades to the Civic Center.

Project Justification

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

Project History

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			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	1,205,000	7,209,288	0	0	0	0	0	8,414,288
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	1,450,000	7,209,288	0	0	0	0	0	8,659,288

			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 2009 General Obligation Bonds	0	109,288	0	0	0	0	0	109,288
FY 2010 General Obligation Bonds	1,450,000	4,500,000	0	0	0	0	0	5,950,000
Hotel/Motel Funds	0	2,600,000	0	0	0	0	0	2,600,000
Total Funding Sources	1,450,000	7,209,288	0	0	0	0	0	8,659,288

Regular City Council Meeting **5. 13.**

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - Civic Lubbock, Inc.: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the second of two granting periods for the 2012 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2011-12.

Item Summary

On September 21, 2005, the Lubbock City Council approved an agreement with Civic Lubbock, Inc. (CLI) which authorized CLI to administer the City of Lubbock's Cultural Arts Grant Program (CAGP), which is funded through an allocation of the Hotel Occupancy Tax. The funds for the CAGP are to be used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community. The funds paid to CLI for the 2012 CAGP was $260,533, representing 5.92120% of the hotel/motel tax budgeted for FY 2011-2012. In addition, $1,579 in interest earned on prior year funds and $1.00, carried over from the 2011 funds total $262,113 available for the 2012 CAGP. CLI elected to absorb any administrative expense in administering this program.

A Grant Workshop was held on November 1, 2012, for all organizations wishing to apply for a cultural arts grant. Fifteen applications were received by the November 30, 2012, deadline. The CAGP Review Committee recommended full or partial funding for all fifteen applicants.

The CAGP Review Committee, comprised of appointments by City Council and representatives of the CLI Board of Directors, submitted their recommendations to the full CLI Board at the December 17th meeting. These recommendations are now being presented to City Council for approval.

The CAGP Review Committee and the CLI Board of Directors are requesting City Council approval of $126,113 in grant awards for the second granting period of the 2012 CAGP. The amount recommended is the remaining balance of the funds available for the 2012 Cultural Arts Grant Program.

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

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

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - CAG
2012 CAG Recommendations
5 year funding
Recommendation Letter

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the second of two granting periods for the 2012 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2011-2012.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Managing Director
Cultural Facilities & Events

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.CAG & CLI Recommendation
December 18, 2012

City of Lubbock, TX
Civic Centers Department
City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
December 2012 - 2nd Cycle Grant Recommendations
January 10, 2013

Grant No.	Organization	Project	Requested	Recommended
1212-001	Lubbock Community Theatre	Lubbock Community Theatre Spring Season 2013	$ 6,000	$ 3,500
1212-002	West Texas Native American Association	Pow Wow 2013 - Healing of the Nation	5,000	3,000
1212-003	University Interscholastic League -TTU	2013 UIL Summer Theatre Camp/Technical Theatre Camp	8,500	5,000
1212-004	University Interscholastic League -TTU	2013 Region 1 3A and 5A One-Act Play Competition	7,900	4,600
1212-005	Science Spectrum	Butterflies Alive at the Science Spectrum	6,000	3,500
1212-006	Broadway Festivals, Inc.	2013 4th on Broadway Celebration	40,000	21,200
1212-007	Lubbock Moonlight Musicals	Lubbock Moonlight Musicals 2013 Summer Season	30,000	19,400
1212-008	Lubbock Arts Alliance	The Maines Brothers Band: Live in Lubbock's Cultural District	20,000	11,000
1212-009	Underwood Center for the Arts	2013 Flatland Film Series	15,150	8,700
1212-010	Charles Adams Studio Project	Summer Celebration: Printmaking and Metal Workshops	3,000	1,740
1212-011	Lubbock Arts Alliance	35th Annual Lubbock Arts Festival	35,000	23,173
1212-012	Flatland Prods/The Cactus Kids Theatrical Co	The Cactus Kids Theatrical Co presents "All Shook Up"	20,000	10,000
1212-013	Lubbock Centro Aztlan	Viva Aztlan Festival 2013	8,000	4,500
1212-014	West Texas Watercolor Society	West Texas Watercolor Spring Membership Show	800	800
1212-015	Ballet Lubbock	Music in Motion	10,000	6,000
		TOTAL	**$ 215,350**	**$ 126,113**

HOT Funding for Cycle 2 of the 2012 CAG Program	
Total Amount for 2012 Program (principal and interest)	$ 262,113
Amount granted in Cycle 1 of 2012 CAG Program	(136,000)
Total Amount CAG Funds Available for 2012 Cycle 2	$ 126,113

City of Lubbock, TX
Civic Centers
Cultural Arts Grant Funding
January 2008 through June 2012

Organization	Project	January 2008	June 2008	January 2009	June 2009	January 2010	June 2010	January 2011	June 2011	January 2012	June 2012	TOTAL
American Cowboy Culture Association, Inc.	National Cowboy Symposium & Celebration	$ -	20,000	-	15,000	-	15,000	-	15,000	-	16,000	$ 81,000
American Wind Power Center	History of the American Windmill Mural Project	-	-	-	-	-	5,000	-	-	-		5,000
	Flowerdew Hundred Post Mill Documentary	-	-	-	-	-	-	-	15,000	-		15,000
Ballet Lubbock	The Nutcracker	-	10,500	-	9,000	-	6,500	-	6,500	-	7,500	40,000
	Spring Performance	1,500	-	1,300	-	3,000	-	1,500	-	4,000		11,300
	Fall Performance	-	-	-	1,750	-	1,400	-	-	-		3,150
Broadway Festivals, Inc.	4th on Broadway Celebration	40,000	-	20,000	-	25,000	-	25,000	-	23,800		133,800
	Street Dance	-	-	-	-	-	10,000	-	-	-		10,000
Fiestas del Llano, Inc.	Fiestas Patrias Celebration "Grito de Dolores"	-	10,000	-	8,000	-	4,000	-	4,700	-	12,000	38,700
Fine Arts Academy of India	Annual Performance	-	-	-	-	-	-	-	-	-		-
	Classical Dance Drama of India	2,000	-	2,000	-	-	-	-	-	-		4,000
Heavenly Productions	The Heavenly Bound Train Musical Drama	-	5,000	-	4,000	-	-	-	-	-		9,000
	It's Not Over …. Yet	-	-	-	-	-	5,000	-	-	-		5,000
Llano Estacado Clay Guild	Annual Llano Wine and Clay Festival	-	-	4,000	-	-	-	-	-	-		4,000
Lubbock Arts Alliance	Annual Stubb's Statue Party	-	10,000	-	-	-	-	-	-	-		10,000
	Take in the Local Color Studio Tour	-	8,500	-	8,000	-	7,000	-	7,000	-	9,000	39,500
	Lubbock Arts Festival	30,000	-	30,000	-	27,000	-	27,000	-	25,000		139,000
	Lubbock Cultural District Marketing	-	-	-	7,500	-	5,000	-	-	4,437		16,937
	The Maines Bros. Band - Live in Lubbock's Cultural District	-	-	-	-	-	-	7,500	-	-		7,500
Lubbock Centro Aztlan	Chicano Our Background and our Pride	-	-	-	-	-	-	-	-	-		-
	Viva Aztlan Festival	6,000	-	6,000	-	6,000	-	6,000	-	4,365		28,365
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert	-	-	-	-	2,000	-	-	-	2,000		4,000
	Thoroughly Modern Millie	-	-	-	4,000	-	-	-	-	-		4,000
	Carousel	-	-	-	-	-	3,000	-	-	-		3,000
	Rogers and Hammerstein's Cinderella	-	-	-	-	-	-	-	3,000	-		3,000
	Meredith Willson's The Music Man										7,500	7,500
	Master Follies	-	-	-	-	-	-	-	2,500	-		2,500
Lubbock Community Theatre	Annual Season	-	15,000	-	-	-	-	-	-	-		15,000
	Fall Season	-	-	-	10,650	-	7,000	-	4,000	-	6,000	27,650
	Spring Project	12,000	-	-	-	6,051	-	4,029	-	4,003		26,083
Lubbock Moonlight Musicals	Season	-	-	14,743	-	31,900	-	27,000	-	23,300		96,943
	"White Christmas" Dinner Theatre	-	-	-	-	-	7,000	-	-	-		7,000
	Dinner Theatre Series	-	-	-	-	-	-	-	20,000	-	20,000	40,000
Lubbock Regional MHMR	Jennifer Holliday Concert	-	-	-	-	-	1,000	-	-	-		1,000
	Fine Line - Exhibit by Michael Nye	-	-	-	-	-	1,000	-	-	-		1,000
Lubbock Roots Historical Arts Council	Arts Roast of TJ Patterson	-	-	-	-	-	-	-	1,500	-		1,500
Lubbock Symphony Orchestra	Lubbock Youth Symphony	-	10,000	-	8,000	-	8,000	-	-	-		26,000
	Masterworks Concert Series	-	20,000	-	30,000	-	30,000	-	30,000	-	37,500	147,500
	The Baseball Music Project	-	-	10,000	-	-	-	-	-	-		10,000
	Ralna English Comin' Home Concert	-	-	-	-	6,500	-	-	-	-		6,500
Museum of Texas Tech Association	Lubbock Museums: Celebrating Our Heroes	-	-	-	-	-	-	-	-	6,500		6,500
Prairie Winds	Productions	3,200	-	700	-	-	-	-	-	-		3,900
Science Spectrum	Da Vinci - The Genius, An Exhibition of Science and Art	-	-	-	-	-	-	-	6,000	-		6,000
TTU College of Architecture	30 Minutes and a Room	-	-	4,000	-	-	-	-	-	-		4,000
	Music:Architecture:Art	-	-	-	-	2,000	-	-	-	-		2,000
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School Students	-	-	-	-	4,000	-	5,200	-	5,000		14,200
	One-Act Play Director's workshop	-	-	-	6,620	-	3,000	-	2,500	-	3,500	15,620
	UIL Summer Theatre Camp	-	-	-	-	-	-	6,000	-	4,475		10,475
Underwood Center for the Arts	First Friday Art Trail	-	13,000	6,000	9,000	-	9,000	-	10,000	-	14,000	61,000
	Margaret's: The Art of Fashion	-	-	-	-	-	-	-	-	-		-
	Flatland Film Festival	3,000	-	7,000	-	-	3,250	-	-	-		13,250
	Flatland Film Program (entire year)	-	-	-	-	10,000	-	8,250	-	10,000		28,250
West Texas Native American Association	WTNAA Exhibit & Mini-Powwow	-	4,500	-	2,950	-	-	-	-	-		7,450
West Texas Watercolor Society	Jean Haines Watercolor Workshop										3,000	3,000
		$ 97,700	126,500	105,743	124,470	123,451	131,150	117,479	127,700	116,880	136,000	$ 1,207,073



Civic Lubbock Inc
art • culture • entertainment

December 18, 2012

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

Dear Mr. Chavez,

The Cultural Arts Grant Review Committee for the City of Lubbock's Cultural Grants Program has determined its recommendations for the second granting cycle of 2012. This recommendation was presented to the entire Civic Lubbock, Inc. Board of Directors on December 17, 2012 and was approved as recommended. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The Hotel Occupancy Tax allocation for the 2012 Cultural Arts Grant Program provided for $260,533.00 to be granted over two granting cycles. In addition, interest earned in the amount of $1,579.49 and carryover funds of $.79 from the 2011 Cultural Arts Grant Program was available for the 2012 program, making the amount designated for the 2012 Cultural Arts Grant Program a total of $262,113.28. The Board of Directors elected to absorb all expenses related to administering the program, therefore no administrative expenses will be deducted and the entire allocation will be available for the 2012 Cultural Arts Grant Program.

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

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

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on November 1, 2012 for all organizations wishing to apply for a Cultural Arts Grant. Included among the workshop presenters were representatives from the Lubbock Hotel-Motel Association and Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the results of the Cultural Arts Grant Review Committee meeting held on December 10, 2012. Fifteen (15) applications were received for the second grant (December 2012) funding cycle and fifteen (15) are recommended for full or partial funding. The total amount of funding requested for this grant cycle was $215,350.00 of which $126,113.00 is recommended for funding from the City of Lubbock Cultural Arts Grant Program. This amount will come from the remaining balance ($126,113.28) of the funds available for the 2012 Cultural Arts Grant Program, after the deduction of the first grant (June 2012) funding cycle. The unexpended $ .28 will be carried over to the 2013 grant program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant allocations in the amount of $126,113.00 as recommended by the Cultural Arts Grant Review Committee and approved by the Civic Lubbock, Inc Board.

Sincerely,

Mark Bass

Mark Bass
President
Civic Lubbock, Inc.

Attachments

Regular City Council Meeting **5. 14.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 11107 with Marian Moss Enterprises and TIBH Industries (TIBH) for litter control and disposal at municipal baseball fields, softball fields, and park facilities.

Item Summary

On July 8, 2009, the City Council passed Resolution 2009-R0267 supporting business endeavors with TIBH of the Texas State Use Works Wonders Program (Program) to utilize products and services of exceptional Texans who are blind and/or severely disabled.

The contract with Marion Moss Enterprises and TIBH establishes annual pricing for litter control and disposal at 82 municipal baseball fields, softball fields, and park facilities. The contract term is through December 31, 2013, with an option to renew for four additional one-year periods. The contract 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.

In 1977, Marian Moss founded Lubbock Area Extended Rehabilitation Services. The program was funded through Texas Rehabilitation Commission and designed to meet the needs of underserved individuals. In 1986, the Texas Rehabilitation Commission discontinued funding, and the Lubbock Area Extended Rehabilitation Services was renamed Marian Moss Enterprises and began a vocational program serving people with significant disabilities.

In 1978, the Program was implemented to increase employment and wages, and ultimately enhance the lives of Texans with disabilities. This initiative resulted from the efforts of the Texas Legislature, which created the Program under Chapter 122 of the Human Resources Code. The Governor of the State of Texas appoints the Texas Council for Purchasing from People with Disabilities. The Council determines a fair market price for goods and services produced through the Program. Although political subdivisions are bound by law to solicit competitive bids, this restriction is waived when purchases are made through TIBH and the Program.

Staff recommends contract award to TIBH and Marion Moss Enterprises of Lubbock, Texas for $184,181.

Fiscal Impact

Funding is appropriated in the FY 2012-13 Parks and Recreation operating budget.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager

Attachments

Resolution & Contract - Marian Moss

Attachment B - Cycles

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, Contract No. 11107 for litter control and disposal for baseball and softball fields, by and between the City of Lubbock and Marian Moss Enterprises of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Marian Moss Enterprises
December 3, 2012

Contract Number: 11107

CONTRACT FOR STATE USE PROGRAM

THIS AGREEMENT IS MADE by and between City of Lubbock, hereinafter called CITY OF LUBBOCK, TIBH Industries, Inc., hereinafter called the TIBH, and Marian Moss Enterprises, hereinafter called the Provider.

WITNESETH

WHEREAS, Chapter 122 of the Texas Human Resources Code authorizes CITY OF LUBBOCK to purchase services and products from blind and severely disabled persons and establishes procedures for such purchase, said statute, authority and procedures hereinafter referred to as the State Use Program; and,

WHEREAS, The Texas Committee on Purchases of Products and Services of Blind and Severely Disabled Persons has lawfully promulgated rules for the State Use Program at Title 40 of the Texas Administrative Code, Chapter 189; and,

WHEREAS, pursuant to the rules, CITY OF LUBBOCK has determined to set aside a service or product generally described as **City Park Maintenance -Litter Pickup and Disposal** to be once and for all dedicated to the State Use Program and said service or product to be furnished only by Provider; however, said service or product can be removed from State Use in accordance with said rules and as further provided in Article 7 of this agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY OF LUBBOCK, the TIBH, and the Provider mutually agree as follows

AGREEMENT

Article 1. Contract Period

This contract becomes effective on January 1, 2013 and terminates on December 31, 2013, unless termination occurs as otherwise provided in this agreement. The contract may be renewed annually for up to four (4) additional terms under the same terms and conditions as the original.

Article 2. Scope of Work

The provider shall undertake, perform, and complete all work authorized in Attachment A, Scope of Work, at the locations and costs described in Attachment B, Item Quantity Sheet.

Article 3. Compensation

The amount payable under this agreement shall be according to the attached payment schedule, except as authorized in Article 9, Changes in Work.

The Provider shall submit periodic requests for reimbursement using forms acceptable to CITY OF LUBBOCK. Such requests will be made for work performed or products furnished by the Provider. Compensation will be made in accordance with the rates established in Attachment B, Item Quantity Sheet.

The Provider hereby assigns all payments due it by CITY OF LUBBOCK to the TIBH. CITY OF LUBBOCK will make payment directly to the TIBH on behalf of the Provider. Payments are generally made within thirty days of receipt of each invoice submitted by the Provider. No liability shall attach to CITY OF LUBBOCK by Provider's assignment to the TIBH. The TIBH shall compensate the provider.

Article 4. Insurance

Prior to beginning work, the Provider shall obtain appropriate insurance coverage and furnish documentation of such coverage to CITY OF LUBBOCK.

Appropriate coverage is listed and marked below.

Do not sign this agreement unless the appropriate box is marked.

[] Provider is a state agency.

The Provider, being a State Agency, acknowledges that it is not an agent, servant or employee of the City of Lubbock, and it is responsible for its own acts and deeds and for those of its agents or employees during the term of this contract.

[X] Provider is not a state agency.

The Provider must provide CITY OF LUBBOCK with evidence of insurance coverage as follows:

1. Workers' Compensation Insurance with employers' liability limits of $1,000,000.
   The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a wavier of subrogation in favor of the CITY OF LUBBOCK.

2. Commercial General Liability Policy including premises/operations, products/completed operations.

   The Commercial General Liability Policy requires a $1,000,000 combined single limit for injury or death of any person(s) and property damage, arising out of one occurrence.

3. Automobile liability with a limit of $500,000 combined single limit for bodily injury and property damage arising out of any one occurrence.

   The cost of such insurance shall be a direct cost of operation by the Provider. Such policies shall contain a covenant of the insurance company requiring thirty (30) days written notice first to be given to CITY OF LUBBOCK before cancellation, reduction, or

modification. The CITY OF LUBBOCK shall be named an additional insured on Auto/General Liability on a primary and Non-contributory basis. A waiver of subrogation in favor of the City of Lubbock on all coverage's.

4. If a subcontractor is employed, the subcontractor shall provide a written certification to the Provider that the subcontractor is providing insurance coverage equal to the limits described above and the Provider shall provide CITY OF LUBBOCK written certification to this effect.

   However, when the Provider and subcontractor agree in writing for the Provider to provide workers' compensation insurance coverage for all employees of the Provider and subcontractor employed on the project, the Provider shall provide a copy of said agreement to the Provider's workers' compensation insurance carrier within 10 days of execution, and provide a written certification of said agreement to CITY OF LUBBOCK.

5. Certificates of Insurance along with a copy of the additional insured endorsements shall be provided to the CITY OF LUBBOCK prior to beginning any work.

Article 5. Records

The Provider and the TIBH agree to maintain all books, documents, papers, drawings, accounting records, and evidence pertaining to costs incurred and work performed hereunder, hereinafter called the records, and shall make such records available at its office during the contract period and for three years from the date of final payment under this contract.

The Provider and the TIBH shall allow access to the records by duly authorized representatives of CITY OF LUBBOCK for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 6. Indemnification

The Provider and the TIBH each shall save harmless CITY OF LUBBOCK from all claims and liability due to the acts or omissions of the Provider or the TIBH, their agents or employees to the extent provided by law.

Article 7. Disputes

If a dispute arises about the services authorized under this agreement, the Provider shall immediately notify CITY OF LUBBOCK and the TIBH. Every effort shall be made to resolve the dispute.

If, however, the dispute cannot be settled in an amount of time deemed reasonable by CITY OF LUBBOCK, CITY OF LUBBOCK will terminate this agreement in accordance with Article 17, Termination. The TIBH shall coordinate with CITY OF LUBBOCK to furnish another Provider under THE STATE Use Program, and a new agreement will be entered into for the services or products set aside under the terms of this agreement.

If another Provider cannot be found to provide the services or products, the TIBH shall notify CITY OF LUBBOCK in writing no later than thirty days from the date of termination of this agreement.

Upon receiving such notice, CITY OF LUBBOCK will at is own option complete the work with its own forces or enter into a contract using appropriate procedures other than the State Use Program, except that the Provider and the TIBH shall not thereby be absolved of legal responsibility for such work.

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

Article 8. Remedies

Violation or breach of the terms of this agreement by the Provider or the TIBH shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed by either party and shall be cumulative.

Article 9. Changes in Work

If at any time during the course of this agreement it becomes necessary for the Provider to perform services or provide a product not identified in the original Attachment A, Scope of Work, the Provider shall notify CITY OF LUBBOCK and request authorization to proceed. CITY OF LUBBOCK will notify the Provider in writing if the additional work is deemed necessary and shall authorize the Provider to proceed with the increased work.

If at any time during the course of this agreement it becomes necessary for CITY OF LUBBOCK to cancel or otherwise make changes in the services or products authorized in Attachment A, Scope of Work, CITY OF LUBBOCK will so notify the Provider in writing and the Provider shall cancel or otherwise change the work as instructed by CITY OF LUBBOCK. Provider shall not request compensation for any work so canceled.

If the maximum amount payable established in Article 3, Compensation, will be exceeded as a result of the additional or changed work, CITY OF LUBBOCK will provide additional compensation at the rates specified in Attachment B, Item Quantity Sheet. If rates have not been specified for the additional work tasks, CITY OF LUBBOCK, the Provider, and the TIBH will mutually agree to the rates, provided, however, that rates are reasonable and consistent with rates normally charged for the work.

Any additional compensation must be authorized in writing and approved by all parties in accordance with Article 10, Supplemental Agreements.

Article 10. Supplemental Agreements

If the Provider finds that any work requested under this agreement will change the scope, character, complexity, or nature of the work, the time period, the method of payment, or the

maximum cost hereunder, a written amendment must be executed within the time period established in Article 1, Contract period. Any such amendment shall be deemed to be a supplemental agreement to this document.

If CITY OF LUBBOCK finds it necessary to require changes in completed work because of errors made by the Provider, CITY OF LUBBOCK will require the Provider to correct the work at no cost to CITY OF LUBBOCK and without amendment to the agreement

If the changes are made at the request of CITY OF LUBBOCK and are not because of errors of the Provider, CITY OF LUBBOCK will compensate the Provider as authorized in Article 9, Changes in Work.

Article 11. Inspection of Work

CITY OF LUBBOCK shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the provider, the Provider shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

Article 12. Reporting

The Provider or TIBH shall promptly advise CITY OF LUBBOCK in writing of events which have a significant impact upon the work performed under this agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accomplished by a statement of the action taken, or contemplated, and any CITY OF LUBBOCK assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 13. Public Safety and Convenience

The safety of the public and the convenience of traffic are of prime importance under this agreement. Unless otherwise provided, the provider's performance of this agreement shall not interfere with city activities or traffic on the roadways

Article 14. Protection of Property

The Provider shall take proper precautions to protect all adjacent property which might be damaged or injured by any process of work. In case of any such injury or damage resulting from the Provider's acts or omissions, the Provider shall restore at its own expense the damaged property to a condition, similar or equal to that existing before such injury or damage was done,

or it shall otherwise remedy such injury or damage in a manner acceptable to CITY OF LUBBOCK, TIBH, and the property holder or owner involved. If CITY OF LUBBOCK must intervene and repair any damage not repaired by the Provider, all such repairs shall be made at the Provider's expense. CITY OF LUBBOCK shall deduct the costs associated with the repair from the amount due and payable to the Provider, or the Provider shall otherwise compensate CITY OF LUBBOCK for the cost of repair.

Article 15. Subcontracts

The Provider shall not sublet or transfer any portion of the work authorized in this contract unless specifically authorized to do so in writing by CITY OF LUBBOCK. Subcontractors shall comply with the provisions of this contract, and subcontracts in excess of $25,000 shall include the required provisions of this contract.

No subcontract will relieve the Provider of his or her responsibility under this contract.

Article 16. Gratuities

Employees of CITY OF LUBBOCK will not accept any benefits, gifts, or favors from any person doing business with or who reasonably speaking may do business with the State under this agreement.

Any person doing business with or who reasonably speaking may do business with CITY OF LUBBOCK under this agreement may not make any offer of benefits, gifts, or favors to CITY OF LUBBOCK's employees except as mentioned here above. Failure on the part of the Provider to adhere to this policy may result in termination of this contract

Article 17. Termination

This agreement may be terminated before the completion date established in Article 1, Contract Period, by any of the following:

A. By mutual consent and agreement of both parties hereto.

B. By CITY OF LUBBOCK, giving notice in writing to the Provider and to TIBH, as consequence of failure by the Provider or TIBH to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of the Provider and TIBH.

C. By either party upon the failure of the other party to fulfill its obligations as set forth in the Scope of Work attached hereto and labeled Attachment A, giving written notice one to the other establishing the effective date of termination.

D. By satisfactory completion of all services and obligations described herein.

Should CITY OF LUBBOCK terminate this agreement as herein provided, no costs other than costs due and payable at the time of termination shall thereafter be paid to the Provider or TIBH. In determining the value of the work performed by the Provider prior to termination, CITY OF LUBBOCK will consult with the TIBH but CITY OF LUBBOCK shall be the sole judge. Payment for work at termination will be based on work completed at that time.

If the Provider defaults in performance of this agreement or if CITY OF LUBBOCK terminates the agreement for fault on the part of the provider or TIBH, CITY OF LUBBOCK will give consideration to the actual services or products provided up to the date of default.

Article 18. Compliance with Laws

The Provider and the TIBH shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary wage statutes and regulations, and licensing laws and regulations. When required, the Provider and TIBH shall furnish CITY OF LUBBOCK with satisfactory proof of compliance.

Article 19. Successors and Assigns

CITY OF LUBBOCK, TIBH, and Provider each binds itself, its successors, executors, assigns, and administrators to the other parties to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

The Provider has assigned all payments due it by CITY OF LUBBOCK under this agreement to the TIBH. Payments should be sent to the following address according to Articles 3 & 19.

TIBH Industries, Inc.
1011 53rd ½ Street
Austin, Texas 78752
The Payee Identification Number is: **17522473119001**

Article 20. Signatory warranty

The undersigned signatories each hereby represents and warrants that each is an officer of the organization which he or she has executed this contract and that each has full and complete authority to enter into this agreement on behalf of the agency.

IN WITNESS WHEREOF, the parties hereto have executed triplicate counterparts to effectuate their agreement, but this agreement shall not be valid until signed by a duly authorized representative of each party.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

MARIAN MOSS ENTERPRISES

_____
Michael McDaniel, Executive Director

ATTEST:

_____
Corporate Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager/Community Services

TIBH, INC.

Larry Sargee
Marketing Representative

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

Corporate Secretary

ATTACHMENT A
SCOPE OF WORK

1. DESCRIPTION:

Remove and dispose of litter. Litter includes matter not part of the park, such as trash, garbage, scrap metal, paper, wood, plastic, glass product, rubber products, and tires.

2. METHODS OF OPERATION

Litter removal and disposal in the city parks will be based on the mowing schedule provided each week by either the CITY OF LUBBOCK or the City's mowing contractor. If time allows, additional parks will be serviced as directed by the City's representative.

Prior to beginning operations, a pre-work conference between representatives of CITY OF LUBBOCK and the Provider will be arranged. In this meeting, the Provider shall outline the proposed method of accomplishing this work, sequence of work to be followed, estimated progress schedule and plans.

3. SERVICE REQUIREMENTS:

The Provider shall be responsible for any damages that occur to the existing property of the CITY OF LUBBOCK caused by the Provider's equipment or personnel. Any damages shall be repaired immediately to its original condition or better. The Provider shall exercise caution whenever working near telephone or power lines.

CITY OF LUBBOCK will not provide any storage space for equipment or supplies for the Provider on City of Lubbock's premises.

1. Supplies and Equipment

   For all operations requiring the placement and movement of Provider's equipment, the provider shall observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with the movement of the public and CITY OF LUBBOCK personnel. The City of Lubbock will provide the litter bags for placement in the litter barrels.

2. City Park Maintenance -Litter Pickup and Disposal

   The service this will cover is as follows:

   - Provide for emptying the litter barrels in the parks that the crew works during that cycle.
   - Bathroom cleaning services are only provided for Berl Huffman Softball facilities.
   - Other litter removal and disposal may be requested under this agreement and priced on an individual basis or per case basis.

4. **MEASUREMENT**:

City Park maintenance will be done by the cycle. A cycle is defined as the satisfactory completion of litter removal and empty litter barrel service in the parks scheduled for mowing in a one week time frame. Other parks, not scheduled for mowing maybe worked in as directed by the city and as time permits.

5. **TRAFFIC CONTROL:**

The Provider shall at all times make the parks accessible and provides safe passage through the parks to the traveling public and private citizens.

6. **PAYMENT:**

The work performed in accordance with this Scope of Work and measured as provided under "Measurement" will be paid for at the unit price City Park Maintenance. This price shall be full compensation for furnishing all labor tools, equipment and incidentals necessary to complete the work.

Payments will be made once each month, for approximately a thirty (30) day time period, for work completed and approved, within each pay period. That shall begin on the 1st day of the month and continue for a one (1) month period which will end the last day of the month. Payments are generally made within thirty days of receipt of each invoice submitted by the Provider.

Payments should be sent to the following address according to Articles 3 & 19.

TIBH Industries, Inc.
300 Highland Mall Blvd., Suite 302
Austin, Texas 78752
The Payee Identification Number is: **17522473119001**

6. **CONTRACT MANAGEMENT:**

It is the Provider's responsibility to see that all work meets the specification requirements. Contract Management involves setting the performance standards by the Provider and managing the work and their employees to maintain the standards as set forth in the Contract Specifications. The Provider is responsible for implementing and maintaining a quality control system to identify and correct performance concerns.

7. **MISCELLANEOUS:**

CITY OF LUBBOCK is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Provider's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract.

All supervisors and employees shall be well groomed and neatly dressed at all times while on duty.

ATTACHMENT B
ITEM QUANTITY SHEET

Item Number	Park Name	Address	Cycles	Acreage	Unit Price	Extended Amount
1	MLK Complex	East 19th Street	25	2	40.20	$ 1,005
2	Berl Huffman Softball and Bathrooms	N. Loop 289 and Landmark Dr.	130	14	39.25	5,103
3	Hamilton Softball	22nd and Ave. X	17	2	39.25	667
4	Helen Hodges Baseball Fields	Marshall and University	100	4	39.25	3,925
5	Lewis Baseball	54th and Ave. J	100	8.4	39.25	3,925
6	Maxey Little League	21st and Nashville	100	5	39.25	3,925
7	Maxey Pony Field	28th and Quaker	100	2	39.25	3,925
8	MLK Little League	28th and MLK	100	2.2	39.25	3,925
9	N. Mackenxzie Connie Mack Hardball Fields (including in between fields)	Municipal Drive and Park Rd. 18	130	1.9	39.25	5,103
10	N. Mackenzie Baseball Fast Pitch (including in between fields)	Municipal Drive and Park Rd. 13	130	4.2	39.25	5,103
11	N. Mackenzie Softball Fields 5,6,7 (including in between fields)	Municipal Drive and Park Rd. 13	130	5.6	39.25	5,103
12	Northwest Little League	South of Lake 2	100	8.42	39.25	3,925
13	Stubbs Softball Fields	36th and Ave. N	130	4.5	39.25	5,103
14	Mose Hood Softball Fields	23rd and Ave. Q	130	6.6	23.10	3,003
15	Cavazos Baseball	Brownfield and Spur 327	100	10	67.50	6,750
16	Lubbock Youth Sports Complex	1585 and Milwaukee	130	41.75	281.81	36,635
17	Berl Huffman Soccer Fields	N. Loop 289 and Landmark Dr.	17	100	350.00	5,950
18	Animal Shelter	401 N. Ash	9	4	20.25	182
19	Ash Ave Right of Way Strip	East 23rd and Ash	9	2	20.25	182
20	Avenue L Median	34th to 38th	9	1.2	20.25	182
21	Burgess Rushing Tennis Center Annex	66th and Elgin	9	4.3	20.25	182
22	Butler Park (Annex Only)	4th and Zenith	9	1.75	20.25	182
23	Clovis Rd.Triangles	Clovis Rd.On Ave R and S	9	0.2	20.25	182
24	Clovis Triangle	University and Clovis Road	9	0.1	20.25	182
25	Hinojosa(Undeveloped Area)	7336 22nd ST.	9	6	20.25	182
26	I-27 Annex	14th and Ave. E and B	9	1.57	20.25	182
27	LPandL Parking Lot	Mackenzie Base Ball Fields	9	1.32	20.25	182
28	Mackenzie Terrace	Broadway and Date	9	2.8	20.25	182
29	Mose Hood Park (Annex Only)	24th and Ave Q	9	1.2	20.25	182
30	Municipal Dr.and Ash Corner	Municipal Dr. and Ash	9	2	20.25	182
31	Prairie Dog Town	N.Mackenzie and Meadowbrook Golf	9	1.29	20.25	182
32	Radio Controlled Airport (Undeveloped)	25th and Inler	9	5.9	20.25	182
33	Reagan Park (Annex Only)	Colgate and Elgin	9	5.93	20.25	182
34	Ribble Park (Annex Only)	58th and Temple	9	3.2	20.25	182
35	Southeast Drive and E. 20th Right Of Way	East 20th To Coronado Street	9	1.94	20.25	182
36	Vardo and Cyress	Vardo and Cyress	9	0.1	20.25	182
37	Horizon West	Colgate and Frankford	9	4.8	20.25	182
38	Civic Center Avenue O Median	Ave. O (6th To 10th)	17	0.5	19.25	327
39	Civic Center Gazebo	9th and Ave. K	17	0.25	19.25	327
40	Civic Center South Parking Lot	9th and Ave. P	17	0.25	19.25	327
41	Mackenzie/Atzlan Corridor	1st and Ave.K	17	3.5	19.25	327
42	Westwind	1st and Frankford	9	11	57.75	520

ATTACHMENT B
ITEM QUANTITY SHEET

Item Number	Park Name	Address	Cycles	Acreage	Unit Price	Extended Amount
43	Area	78th and Ash	9	13	68.25	614
44	west of Windmill Center)	East Broadway and Canyon Lakes Rd	9	40	210.00	1,890
45	Cooke Park	18th and Kirby	9	7.01	36.80	331
46	Coronado	Coronado Dr. and Juniper	9	25	131.25	1,181
47	Drainage Basin (Tree Farm)	2502 Utica	9	10.95	57.49	517
48	Lopez Park	Auburn Ave.	9	7.91	41.53	374
49	South Mackenzie (Sludge Pit)	Canyon Lakes Rd. Entrance on North and East side of Canyon Lake Rd.	9	17.3	90.83	817
50	Undeveloped Land	Municipal Drive and Elm	9	10	52.50	473
51	Canyon Lake Undeveloped Aztlan Park	N. Ave P To I-27	9	8.6	45.15	406
52	Andrews Park	76th and Memphis	17	18.82	79.99	1,360
53	Aztlan Park	1st and Ave. K	17	28	119.00	2,023
54	Burgess Rushing Tennis Center	66th and Gary	17	13.4	56.95	968
55	Civic Center - Mahon Library	9th and Ave. P	17	15	63.75	1,084
56	Dupree	58th and Toledo	17	23.75	100.94	1,716
57	Elmore	66th and Quaker	17	18.55	78.84	1,340
58	Guy Park	87th and Memphis	17	23.88	101.49	1,725
59	Higginbotham Park	19th and Vicksburg	17	14.42	61.29	1,042
60	Huneke Park	82nd and Nashville	17	14.84	63.07	1,072
61	Jennings Park	73rd and Wayne	17	18.63	79.18	1,346
62	Kastman Park	Joliet and S .Loop 289	17	14.45	61.41	1,044
63	Leftwich Park	60th and Elgin	17	25.07	106.55	1,811
64	Long Park	66th and Aberdeen	17	13.32	56.61	962
65	Mahon Park	29th and Chicago	17	15.88	67.49	1,147
66	McCullough Park	88th and Flint	17	25.73	109.35	1,859
67	Miller Park	Memphis Ave and Memphis Dr.	17	23.1	98.18	1,669
68	Stevens Park	75th and Slide Rd.	17	7.64	32.47	552
69	Canyon Lake Undeveloped (Simmons West of Playground and Farm PAC)	E. 19th To E. 24th (West Of Lake)	9	124.68	311.70	2,805
70	Canyon Lake Undevloped @ Mackenzie Park	Parkway Dr. To East Broadway (4th A and Oak)	9	133	332.50	2,993
71	Canyon Lakes 2 (does not include Buddy Holly Recreation Center)	Canyon Lakes Dr. and N. University	9	77.99	194.98	1,755
72	Canyon Lakes 3	N. Ave U to Erskin to N. Ave Q on West Side	9	153.09	382.73	3,445
73	Canyon Lakes 6	MLK Blvd and Canyon Lakes Rd. to N. Ave P to I-27	9	178.85	447.13	4,024
74	Canyon Lakes No 1 At Burl Huffman Park	Canyon Lakes Dr. and N. Loop 289	9	74.54	186.35	1,677
75	McAlister (Excluding Ball Fields)	Milwaukee and Brownfield Hwy.	9	342.69	856.73	7,711
76	Lubbock Youth Sports Complex (Undeveloped)	1585 and Milwaukee	9	115.42	288.55	2,597
77	Clapp (Excluding Hodges BB Field and Swimming Pool)	46th and Ave. U	17	74.17	203.97	3,467
78	Mackenzie Park	301 I-27	17	237.85	654.09	11,120
79	Mae Simmons (Excluding BB Field Including Swimming Pool)	E. 23rd andOak	17	82.37	226.52	3,851

ATTACHMENT B
ITEM QUANTITY SHEET

Item Number	Park Name	Address	Cycles	Acreage	Unit Price	Extended Amount
80	Medians	East 19th Street	9	1	20.25	182
81	New Animal Shelter Rough	3323 S.E Loop 298	9	9.8	26.25	236
82	New Animal Shelter Main Area	3323 S.E Loop 298	17	3	26.25	446
						$ 184,181

Regular City Council Meeting **5. 15.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a contract with Circle R Lawn and Sprinkler for the application of pre-and-post emergent herbicides at various park properties, BID-13-11021-CI.

Item Summary

This contract will provide the application of pre-emergent and post–emergent liquid herbicide for various park properties during the 2013 season. Each of two applications will cover approximately 1,974 acres. The herbicide applications will control and/or eradicate summer annual and perennial weeds. Each application will include a mixture of Triplet and Pendulum. The first application will be applied in March and the second application will be applied in September.

Bids were received from the following companies:

Circle R Lawn and Sprinkler of Lubbock, TX $134,232.
Lubbock Turf Irrigation of Lubbock, TX $150,024
Gorman Outdoor, Inc. of Lubbock, TX $179,989

Staff recommends bid award to Circle R Lawn and Sprinkler of Lubbock, TX for $134,232.

Fiscal Impact

$250,000 is appropriated for this purpose in the Parks and Recreation Operating Budget.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager

Attachments

Resolution - Circle R Lawn
Contract - Circle R Lawn
Bid Tabulation

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. 11021 for pre and post emergent herbicides for various parkland properties, by and between the City of Lubbock and Circle R Lawn and Sprinkler, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Circle R Lawn & Sprinkler
December 11, 2012

CONTRACT NO. 11021

CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
FOR PRE AND POST EMERGENT FOR VARIOUS PARKLAND PROPERTIES

THIS CONTRACT made and entered into this **10th** day of **January 2013**, by and between the City of Lubbock ("City"), and **Circle R Lawn and Sprinkler**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Pre and Post Emergent for Various Parkland Properties and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Pre and Post Emergent for Various Parkland Properties.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Pre and Post Emergent for Various Parkland Properties and more specifically referred to as Items 1 – 2 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one (1) year, with the option of two (2), one (1) year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, to include products of completed operations endorsement, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

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

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

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

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

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

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

(30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11021, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider
Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Rusty Dutton
Print Name

3109 99th St. Unit B
Address

Lubbock, TX 79423
City, State, Zip Code

City of Lubbock, Texas
Purchasing and Contract Management
Specifications for ITB 13-11021-CI
Pre Emergent & Post Emergent for Various Parkland Properties

General. To provide chemicals and application of herbicide weed control to selected park lands.

1.0 DEFINITIONS

1.1 **Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.

1.2 **City** - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** - City Council of the City of Lubbock, Texas.

1.4 **Contract Time** - The number of allowable days to complete the contract.

1.5 **Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.6 **Extra Work** - Work over and above that called for in the contract.

1.7 **Mayor** - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.

1.8 **Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.9 **Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery. All questions, notices, or documentation arising under this agreement shall be addressed to the Parks Manager.

1.10 **Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.11 **Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.12 **Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.13 **Unit Price** - Payment to the contractor based on a unit or portion of the work performed.

1.14 **Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2.0 TERMS AND CONDITIONS

2.1 **Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract.

2.2 **Specification Change**: During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

When the quantity of work to be done under any item of the contract is less than 75 percent of the quantity stated in the contract, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at Contractor's expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment. For work performed under contract, the Parks Manager shall take whatever steps necessary to execute the Performance Bond.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractor's equipment is subject to inspection and approval of the Parks Manager or his Agent. If the

Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises.

2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.

2.8 **Termination of Contract**: This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

2.9 **Requirements.** During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the bid form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

3.0 CONTROL OF WORK

3.1 **Authority of the Parks Manager:** It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

3.8 **Special Events**: The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments

3.9 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

3.10 **Identification and Character**: Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.10.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

3.10.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.

3.10.3 The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.11 **Safety**: The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.

3.12 **Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must, within twenty (20) calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor' office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports

which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

3.13 **Performance of Extra or Disputed Work:** While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

3.13.1 The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

3.13.2 The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.14 **No Waiver of Rights or Estoppels:** The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

3.14.1 Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

3.14.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

3.15 **Contractor Default, City's Right to Suspend Work and Annual Contract:** The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

3.15.1 Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

3.15.2 Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

3.15.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

3.15.4 Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

3.15.5 Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;

3.15.7 Failure of the Contractor to promptly make good any defects in the work, the correction of which has been directed in writing by the City;

3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;

3.15.9 Repeated and flagrant violations of safe working procedures;

3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

3.16 **Suspension by Court Order Against City**: The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

3.17 **Payment Withheld**: In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;

3.17.2 Defective work not corrected;

3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;

3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;

3.17.5 Execution of work not in accordance with the contract documents;

3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;

3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;

3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

4.0 CONTRACT TERM

4.1 The contract shall be for a term of one (1) year, with two (2) one (1) year options to renew, beginning upon City Council date of formal approval and shall be executed in accordance with the 2013 Parkland Turf Program attached hereto as part of this bid. Application dates may vary.

4.2 During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the bid form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

5.2 **Contract Time**: All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

5.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.

5.4 **Weather**: Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

5.5 **Character of Work**: All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

5.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.

5.7 **Payment**: The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

6.0 SPECIFICATIONS

6.1 **Application.** Liquid Fertilizer, Pre-Emergent & Post Emergent herbicide will be applied by successful contractor as listed on the 2013 PARKLAND TURF PROGRAM. All turf areas shall be uniformly sprayed with chemical. If the site to be sprayed is a ball field, then the area to be sprayed includes an area 30 feet outside ball field fencing.

6.2 **Schedules.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.

6.3 **Chemical.** The herbicide shall be as listed on the 2013 PARKLAND TURF PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

6.4 **Colorant.** Sufficient colorant will be used to insure that all turf areas are properly covered.

City of Lubbock, Texas
Purchasing and Contract Management
2013 Parkland Turf Program

Application	Dates Applied	Product	Application Rate
1	March 1 to March 31	Triplet Pendulum	4 pints per acre
2	September 1 to September 30	Triplet Pendulum	4 pints per acre

City of Lubbock, Texas
Purchasing and Contract Management
2013 Approximate Acreage for Pre and Post Emergent

Park	Address	Approximate Acreage
E.19th Medians	E. 19th & Aspen	1
E. 34th Medians	E. 34th & MLK	0.5
69th & Slide	69th & Slide	2.8
Andrews	76th & Memphis	36.5
Animal Shelter	3511 Southeast Loop 289	2
Animal Shelter (Undeveloped)	3511 Southeast Loop 289	12
Atzlan	1st & Ave K	28
Atzlan Corridor	Under I-27 at Mackenzie	2
Auditorium/Coliseum	4th & Boston	1.43
Ave X Triangle	16th & Ave X	0.37
Berl Huffman (Soccer)	N. Loop 289 & Landmark Lane	114
Berl Huffman (Softball)	N. Loop 289 & Landmark Lane	0.64
Berry	36th & Cedar	9.1
Broadway Annex	Southwest Corner of Broadway & Ave Q	0.34
Broadway Medians	Broadway & Ave Q AND Broadway & MLK	0.25
Burns	23rd & Ave K	3
Butler	East 4th & Zenith	6
Buddy Holly Plaza	19th & Crickets	1.13
Buddy Holly Rec	2525 Ceasar Chavez Drive	5
Canyon Rim	Bates & Ave K	2.49
Carlisle	28th & Ave X	4.5
Carter	N. Globe & N. Loop 289	10
Casey	66th & Ave W	8.83
Carlisle Cemetery	7308 19th	1.1
Chatman	E. 29th & Juniper	3
Chatman Entrance	23rd & Ave A	0.25
Cavazos Baseball	Brownfield Hwy & Milwaukee	3.1
Civic Center	6th & Ave O	16
Civic Center Ave O Medians	Ave O & Mac Davis Lane	1.5
Civic Center Library & Adjacent Sites	9th & Ave O	3.16
Civic Center South Lot	9th & Ave K	0.25
Civic Center Gazebo	9th & Ave L	0.25
Clapp	46th & Ave U	107.25
Comancheria Lake (Lake 3)	North Ave P & Erskine	88
Conquistador Lake (Lake 1)	Ceasar Chavez Drive & N. Loop 289	54.5
Cooke	18th & Kirby	7.01
Crow	91st & Belton	10.17
Davies, Judge	N. Ave N & Clemson	6
Davis, AB	40th & Nashville	8.5
Detroit Ave Strip	Erskine to Duke	0.56

Park	Address	Approximate Acreage
Dunbar Historical Lake (Lake 6)	MLK & Ceasar Chavez Drive	147
Dupree	59th & Toledo	32.56
Duran	26th & Kewanee	8.37
Elmore	66th & Quaker	43.13
Fiesta Plaza	911 N. University	13.64
Gateway Plaza	Northeast Corner of Broadway & Ave Q	0.9
Goedeke Library	6700 Quaker	0.69
Groves Library	5520 19th	2.55
Guadalupe Entrance	1st & Ave J	0.25
Guadalupe Park	2nd & Ave P	3.14
Guadalupe Strip	1st & Ave O	7
Guy	93rd & Nashville	20.41
Hamilton	22nd & Ave X	7.53
Higginbotham	19th & Vicksburg	23.42
Hinojosa	7336 22nd	9
Hodges Park	Marshall & N. University	13
Hollins	1st & Vernon	6.4
Hood	23rd & Ave P	14.3
Huneke	82nd & Nashville	15.54
Indiana Medians	Indiana (19th to 34)	0.8
Jennings	73rd & Wayne	34.58
Kastman	Joliet & S. Loop 289	14.45
Leftwich/Tennis Center	60th & Elgin	61.34
Lewis Baseball	54th & Ave J	8.47
Llano Lake (Lake 2)	Ceasar Chavez Drive & N. University	78
Long	56th & Aberdeen	21.1
Lopez	Auburn & Chicago	7.91
Lusk	E. 25th & Oak	24
Mackenzie Amphitheater	423 E. Broadway	0.76
Mackenzie Baseball	Municipal Drive & Skyline Drive	12.63
Mackenzie Park	301 I-27	210
Maedgen	1st & Boston	4.81
Mahon	29th & Chicago	15.1
Maxey	30th & Nashville	72.47
McAllister Practice Field	5610 Frankford	11.5
McCrummen	2001 19th	0.61
McCullough	88th & Flint	24.33
Miller	Memphis & S. Loop 289	32.43
MLK Complex	E. 19th & Aspen	9.05
MLK Little League	E. 24th & MLK	0.5
MLK Medians	2200-2300 Block MLK	0.5
Neugebauer	83rd & Gardener	3.3
N. Ave P Strip	N. Ave Q Drive & N. Ave P	0.25
Northwest Little League	903 N. University	9.21

Park	Address	Approximate Acreage
Overton	14th & Ave U	1.9
Pallotine Park	1st & N. Ave L	0.13
Parks Office	1611 10th	0.8
Patterson Library	1836 Parkway Drive	5.28
Phil Hoel	91st & Chicago	11.33
Pioneer	6th & Ave T	4.2
Quincy Medians	82nd & Quincy to 96th & Pontiac	5.62
Ratliff	50th & Chicago	6.26
RCA (Developed)	15th & Inler	3.01
Rawlings	40th & Ave B	2.5
Reagan	Colgate & Olive	4.48
Remington	73rd & Albany	22.25
Ribble	62nd & Temple	18.67
Rodgers	Auburn & Gary	9.57
Rogers Annex	Auburn & Indiana Ave	1.5
Sedberry	E. 10th & Guava	5
Simmons	E. 23rd & Oak	107.91
Sims	Marlboro & King	4.96
Smith	15th & Chicago	4.3
Stevens	75th & Slide	16.66
Strong	81st & Ave U	7.75
Stubbs	36th & Ave N	8
Suncrest	106th and Vicksburg east to Quaker	5.7
Tech Terrace	23rd & Flint	18
Underwood	74th & Cedar	8
University Corner	19th & University	2
University Medians	4th to 50th	6
Walk of Fame	8th & Ave Q	1.5
Wagner	26th & Elgin	9.35
Washington	E. 22nd & Cedar	3.5
Wheelock	40th & Elgin	2.22
Whisperwood Medians	4th to N. Loop 289	6.23
Woods	Erskine & Zenith	11.7
Youth Sports Complex	FM 1585 & Milwaukee	56.75
Total Acreage		1973.94

BID FORM
Pre and Post Emergent for Various Parkland Properties
City of Lubbock, Texas
ITB No. 13-11021-CI

In compliance with the **Invitation to Bid 13-11021-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 **13-11021-CI** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	APPLICATION (dates may vary)	UNIT OF MEASURE (+/-)	PRODUCT	APPLICATION RATE	COST PER ACRE*	EXTENDED COST
1.	1st Application March 1 to March 31	1,974 Acres	Triplet Pendulum	4 pints per acre	34.00	$ 67,116
2.	2nd Application September 1 to September 30	1,974 Acres	Triplet Pendulum	4 pints per acre	34.00	67,116
				Total Cost (Items 1 – 2)	**$**	134,232

***COST PER ACRE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

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

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as Circle R Lawn & Sprinkler of the City of Lubbock

Firm: Circle R Lawn & Sprinkler

Address: 3109 99th Street Unit B

City: Lubbock State: TX 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)

By _____ Date: 11/27/12

Authorized Representative - must sign by hand

Officer Name and Title: Rusty Dutton Owner

Please Print

Business Telephone Number (806) 789-5753 FAX: _____

E-mail Address: rusty_dutton@hotmail.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
Parks and Recreation
Bid Tabulation
January 10, 2013

BID 13-11021-CI
Pre and Post Emergent for Various Parkland Properties

Item	Qty	UOM	Description/Vendor	Location	Cost Per Acre	Extended Cost
1	1,974	AC	1st Application - March 1 to March 31			
			Circle R Lawn and Sprinkler	**Lubbock, TX**	**34**	**$ 67,116**
			Lubbock Turf Irrigation	Lubbock, TX	38	75,012
			Gorman Outdoor, Inc.	Lubbock, TX	46	89,995
2	1,974	AC	2nd Application - September 1 to September 30			
			Circle R Lawn and Sprinkler	**Lubbock, TX**	**34**	**67,116**
			Lubbock Turf Irrigation	Lubbock, TX	38	75,012
			Gorman Outdoor, Inc.	Lubbock, TX	46	89,995
			Overall Total			
			Circle R Lawn and Sprinkler	**Lubbock, TX**		**$ 134,232**
			Lubbock Turf Irrigation	Lubbock, TX		150,024
			Gorman Outdoor, Inc.	Lubbock, TX		179,989

Regular City Council Meeting **5. 16.**

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - Parks & Recreation: Consider a resolution authorizing the Mayor to reject all bids for Granular Fertilization for Various Park Properties, BID-13-11020-CI.

Item Summary

This contract would provide the application of granular fertilizer on various park properties during the 2013 season. Each of the three applications would cover approximately 1,360 acres. The fertilizer application will improve turf health and appearance.

Bids were received from the following companies:

Circle R Lawn and Sprinkler of Lubbock, TX $239,454

Staff has reviewed the bid and feels that the bid is excessive for the work required and exceeds the allowed departmental budget. Staff recommends that all bids submitted for ITB 13-11020-CI be rejected. Staff is working to revise the parameters and plans to rebid at a later date.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager.

Attachments

Rejection Resolution

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the granular fertilization for various parkland properties pursuant to ITB-13-11020-CI and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Rejection of Bids-Fertilization
December 19, 2012

Regular City Council Meeting **5. 17.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 10631 with EnviroCon Systems, Inc. for the irrigation pond liner replacement for Meadowbrook Golf Course, Bid 12-10631-RH.

Item Summary

In 1985 a renovation project at Meadowbrook Golf Course was completed which included irrigation wells and a reservoir for water storage for the 36 hole golf course. The existing liner has developed leaks and a replacement is needed. The successful bidder will provide finish earthwork (grading and fill) and the installation of the reservoir liner.

Staff recommends contract award to the sole bidder, EnviroCon Systems, Inc., for the lump sum of $71,891. Time for completion is 21 consecutive calendar days with liquidated damages of $100 per consecutive calendar days.

Fiscal Impact

$388,666 is appropriated in Capital Improvement Project 8550, Golf Course Improvements, with $71,891 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager Community Services

Attachments

Resolution & Contract - EnviroCon

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10631 for irrigation pond liner replacement at Meadowbrook Golf Course, by and between the City of Lubbock and EnviroCon Systems, Inc. of Houston, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-EnviroCon Systems, Inc.
November 12, 2012

BID SUBMITTAL FORM
LUMP SUM BID CONTRACT

DATE: October 22, 2012

ITB 12-10631-RH Irrigation Pond Liner Replacement at Meadowbrook Golf Course

Bid of EnviroCon Systems 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 an **Irrigation Pond Liner Replacement at Meadowbrook Golf Course**, 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.

ITEM NO.	DESCRIPTION	LUMP SUM
1	Install irrigation pond liner at Meadowbrook Golf Course to include fine grading and preparing the subgrade in accordance with project specifications, excavating and backfilling the anchor trench, installing a 60-mil high density polyethylene textured geomembrane liner, and connecting the new liner to existing concrete sump; including all other work considered incidental to the item; to include all equipment, labor, and tools to perform work.	$ 71,890.50
	TOTAL LUMP SUM	$ 71,890.50

 Bidder's Initials

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 **TWENTY-ONE (21)** consecutive calendar 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-HUNDRED DOLLARS ($100)** 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 29 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 **ONE HUNDRED AND TWENTY (120)** 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



Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of three thousand five hundred ninety four Dollars ($ 3,594.53), 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:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

Date: October 22, 2012

_____
Authorized Signature

Christopher H. Swires
(Printed or Typed Name)

EnviroCon Systems Inc.
Company

1921 Greens Road
Address

Houston, Harris
City County

Texas, 77032
State Zip Code

Telephone: 281 - 443-2592

Fax: 281 - 443-6227

FEDERAL TAX ID or SOCIAL SECURITY No.
76-0502330

EMAIL: chris@enviroconsystems.com

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

City of Lubbock, TX
Capital Project
Project Cost Detail
January 10, 2013

Capital Project Number:	8550
Capital Project Name:	Golf Course Improvements

	Budget
Encumbered/Expended	
Fencing	$ 33,045
Pond Rehab and Repairs	14,686
Parkhill, Smith and Cooper	2,500
City of Lubbock Staff Time	439
Agenda Items January 10, 2013	
EnviroCon Systems, Inc.	71,891
Encumbered/Expended to Date	122,561
Estimated Costs for Remaining Appropriation	
Improvements	266,105
Remaining Appropriation	266,105
Total Appropriation To Date	$ 388,666

Project Name **Golf Course Improvements** *Project Number* **8550**

Managing Department **Community Services**

Project Manager **Scott Snider**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Permanent improvements to Meadowbrook Golf Course including the parking lot, reservoir liner, and other necessary improvements.

Project Justification
Needed maintenance and improvements to the golf course and other facilities at Meadowbrook Golf Course.

Project History
$185,951 was appropriated in FY 2008-09, Budget Amendment No. 15, Ord. No. 2009-O0067, August 13, 2009.
$53,400 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
FY 2009-10 budget addition reduced to $44,824 based on actual revenue.
$53,400 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
FY 2010-11 budget addition reduced to $51,091 based on actual revenue.
$53,400 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$53,400 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 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
Other Activities	335,266	53,400	53,400	53,400	53,400	53,400	53,400	655,666
Total Project Appropriation	335,266	53,400	53,400	53,400	53,400	53,400	53,400	655,666

			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 2009 General Fund Pay-As-You-Go	185,951	0	0	0	0	0	0	185,951
FY 2010 General Fund Pay-As-You-Go	44,824	0	0	0	0	0	0	44,824
FY 2011 General Fund Pay-As-You-Go	51,091	0	0	0	0	0	0	51,091
FY 2012 General Fund Pay-As-You-Go	53,400	0	0	0	0	0	0	53,400
General Capital Project Fund	0	53,400	53,400	53,400	53,400	53,400	53,400	320,400
Total Funding Sources	335,266	53,400	53,400	53,400	53,400	53,400	53,400	655,666

Regular City Council Meeting **5. 18.**

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - Parks and Recreation: Consider a Resolution authorizing the Mayor to execute contract 11138, an Athletic Facility License Agreement, with various baseball, softball, soccer and cricket user groups.

Item Summary

The license agreement allows user groups, listed in Exhibit C, permission to conduct games and practice sessions at various City locations. The license agreement defines responsibilities for the respective organizations and the City.

The leagues will provide services relating to the operation of the league, including the development of roster lists, the payment of league fees, the scheduling of all games and tournaments, the assignment, training and payment of referees, officials and scorekeepers, and other services necessary for the administration of the league.

Maintenance responsibilities for leagues and the City are outlined in Exhibit A. Field signage regulations are outlined in Exhibit B.

Fiscal Impact

The City of Lubbock will receive sports user fees in the amount of $5 per resident participant and $7.50 per non-resident participant. There are approximately 10,314 participants in the various leagues, which will generate an estimated $55,438 in user fees paid to the City.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution - AFLA

Agreement - AFLA

RESOLUTION

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

THAT the City Council of the City of Lubbock is hereby authorizes and directs the Mayor of the City of Lubbock to execute an Athletic Facility License Agreement for various sports programs by and between the City of Lubbock and various baseball, softball and soccer user groups for games and practice sessions at various City locations, which License Agreement and any associated documents, are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____,2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ FOR
Randy Truesdell
Community Services Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

gs/ccdocs/Res-ParksUserAgrmnt
12.19.12

ATHLETIC FACILITY LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into on this 10th day of January, the year, 2013, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation and as set forth in "Exhibit C" hereinafter referred to as "League," "Licensee", or "Association."

ARTICLE I

General Statement of Duties

Section 1.01. In consideration of the mutual covenants of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over certain property owned by the City and commonly known as set forth in "Exhibit C", in the City of Lubbock, County of Lubbock, State of Texas, hereinafter referred to as "Property," to Licensee, for the sole purpose of utilizing the Property for sports programs.

Section 1.02. League agrees to provide all services relating to the operation of the League, including but not limited to, the development of roster lists, the payment of league fees, the scheduling of all games and inter-league tournaments, the assignment, training and payment of referees and score keepers and other services which may be necessary for the orderly administration of such League. Scheduling shall be accomplished so as not to conflict with Parks and Recreation sponsored activities or other tournaments/events approved by the City of Lubbock to be held on the premises.

Section 1.03. In turn, the City agrees to allow the League to use facilities described on the attached Exhibit "A" for the purpose of conducting games and practice sessions based on current registrations. Any "non-league" facility requests and required documents must be submitted to the Parks and Recreation Department for approval.

Section 1.04. City disclaims any responsibility for the operation of the activities of the Association. City's involvement is limited solely to those specific tasks identified in this agreement. Any internal complaint between participants, spectators or officials, or between leagues of the Association, shall be resolved internally without recourse to the City Parks and Recreation Director or their designee.

Section 1.05. Licensee agrees to abide by all terms and provisions of the City's policies, ordinances, special circumstances and/or restrictions regarding the Property as established by the City's Parks and Recreation Department and contained herein.

Article II

Organization of League

Section 2.01. The importance of the duties delegated to the League make it imperative that the League be a formal organization with clearly delineated lines of authority. By entering into this agreement, League pledges that it is a legitimate non-profit organization with clearly delineated lines of authority with officers who are authorized to speak for the League. League may be required to submit proof of non-profit status, official charter or sanctioning, upon request by the Parks and Recreation Department. The League shall have written operating procedures and bylaws, which shall be furnished to the City upon request.

ARTICLE III

Terms of Agreement

Section 3.01. This agreement shall commence upon its execution by the Parties and shall continue for a term of three (3) years and may be renewed for not more than two (2) additional three (3) year terms upon prior written agreement of the parties.

Section 3.02. Either party may terminate this Agreement for any reason by notifying the other party in writing sixty (60) days prior to the date of termination. Upon termination of this

Agreement, Licensee shall have thirty (30) days to remove from Property all personal property owned by it.

ARTICLE IV

Consideration

Section 4.01. As partial consideration for the use of Facilities, League shall perform its own maintenance on the fields as described in Article IX, at an acceptable level to the City. The League will pay the city a user fee as outlined in the table below, under the condition that this agreement is signed by the League President and submitted, along with Certificate of Insurance, league schedules, and all other required documentation, to the Outdoor Recreation Supervisor or their designee prior to the League's first pre-season tournament, scrimmage or game.

	Before First Game*	**After First Game***
Resident (Lubbock Address)	$5.00	$10.00
Non-resident (Non-Lubbock Address)	$7.50	$15.00
Document Late Fee		$30 per document

*Game is defined as organized/unorganized tournament, scrimmage or league game.

Absolutely no games will be allowed to take place at an allocated facility until the Certificate of Insurance has been submitted. If the required documents are turned in after the League's first game, then the league will pay the late fee as referenced in the table above. User fees for any participants who registered after user fees were paid must be submitted no later than one month after the League's first game. Failure to comply will result in action being taken which may include immediate forfeiture of this agreement.

Section 4.02. Fees established herein shall be reviewed and adjusted pursuant to the Code of Ordinances of the City of Lubbock, Texas.

ARTICLE V

Administrative Provisions

Section 5.01. The Property shall be open to the general public. Licensee shall not permit any discrimination in its use of the Property based on race, color, sex, religion, national origin, physical handicap or disability.

Section 5.02. Nothing contained in this Agreement shall be construed to prohibit the right of entry or use of the Property by the City, in, on, over and/or across the Property, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Property and any and all improvements located thereon to conduct any and all activities the City deems necessary.

Section 5.03. The City shall provide and maintain locks on all City-owned buildings and facilities. The Licensee may not change the locks at anytime. The Outdoor Recreation Supervisor or their designee will check out keys to the League President at the beginning of each season. A deposit of $100 per key will be required before keys are issued. It is unlawful to duplicate City of Lubbock facility keys. Failure to comply will result in loss of key deposit. Additional action may include forfeiture of this agreement. The keys must be returned to the Parks and Recreation offices at the end of the season, at which time the key deposit will be returned.

Section 5.04. All Leagues are required to have written lightning rules and procedures and an operable lightning detector on the premises at all times. Detectors must have the ability to track approaching storms up to 30 miles away. All on-site league officials must have adequate knowledge of these procedures, as well as the operation of the lightning detector.

Section 5.05. The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City.

Section 5.06. No failure to exercise and no delay in the exercise on the part of the City, of any right hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

Section 5.07. Any notice required or permitted to be given herein must be given in writing and must be personally delivered, emailed, faxed or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

Park and Recreation Director
Parks and Recreation
P.O. Box 2000
Lubbock, TX 79457
(806) 775-2673
Fax: (806) 775-2686

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the date it is personally delivered, emailed, faxed, or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties.

Section 5.08. This license is personal to Licensee. Licensee shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein. Any league, single game, or tournament (excluding inter-league play) to be held on the premises with participants outside the league require Parks and Recreation approval and are subject to the Tournament/League Field Rental Policy. Licensee may not charge any fees to the renting party except for use of Licensee maintenance equipment. Any proposed fees must be pre-approved by the Parks and Recreation Department. League is required to have the facility clean and presentable prior to any rental. Failure to do so will result in the assessment of the appropriate fees. At the conclusion of an approved Tournament Rental the Licensee is required to report any damages

associated with the event no later than noon on the second business day following the event in order to be considered for repair.

Section 5.09. The relationship between the City and Licensee is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 5.10. This Agreement is to be construed under Texas law; without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

Section 5.11. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 5.12. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 5.13. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 5.14. The intent of this Agreement is to grant a license to Licensee to utilize the Property solely for the purpose described herein. This agreement shall not be construed, in any way, manner or form, as a lease of the Property or as conveying to Licensee any interest in the real property comprising the Property.

Section 5.15. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms

of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

Section 5.16. The Licensee shall provide the following information to the Outdoor Recreation Supervisor or their designee, for his/her review per the following:

Due at the Parks and Recreation President's Meeting:

- League Profile Sheet
- List of Board members and officers, showing position, address and telephone numbers.
- Turf Mowing and Chemical Request Application Schedule/Request

Prior to first game:

- Participant rosters must be submitted to the Outdoor Recreation Supervisor, or their designee. Roster must include team name, coaches and assistant coaches names, and participant name with permanent legal addresses to verify resident/non-resident status.
- User fee payment
- A list showing the total number of individuals and teams registered with the Licensee. (Facility Determination Form)
- A copy of the Certificate of Insurance for the Licensee (Sec. 8.04)
- A complete schedule of all games to be played during the season, including all tournaments, special games, sectionals, regionals, etc.

End of Season: (maximum of one month after the conclusion of the season)

- Submit all keys
- Submit year-end report. Report must include a breakdown of total revenues, total expenditures and number of participants.
- Leagues must schedule an End of Season walk-through

Submission of other reports may be required by the Parks and Recreation Department regarding the operation of the League during the term of this agreement. Failure to submit required paperwork will result in the assessment of appropriate late fees.

Section 5.17. City shall have the right to examine, inspect and audit all records and files of Licensee relating to the operation of the league or association. Such records shall be kept accurate and complete, and available for inspection at any reasonable time determined by the City.

Section 5.18. City makes available for the League's use its premises and park facilities "as is" and without any representation or assumption of risk by the City and its employees for injuries, cost or expense, arising out of the condition, operation, maintenance or design of such premises and park facilities including light facilities, bleachers, fences, buildings, parking areas and any other structures, facility or improvement located on City property.

ARTICLE VI

Construction

Section 6.01. No construction of any type or kind, including additions or alterations to existing structures or structures completed, or caused to be completed, by Licensee and/or placement or location of improvements unless approved in writing by the City Manager or their designee. Licensee must submit sealed drawings to the Parks and Recreation Department for approval. Any said improvements shall be at the sole cost and expense of Licensee unless otherwise approved by the Parks and Recreation Director or their designee. The Licensee will maintain all structures and/or equipment that have been improved or added by the Licensee.

Section 6.02 The City will install new scoreboards bought by the Licensee as long as the scoreboard meets specifications required by the City. It is the League's responsibility to contact the Outdoor Recreation Supervisor or their designee to get a list of scoreboard specifications prior to the league purchasing the scoreboard. Requests to install new scoreboards must be submitted in writing at least 60 days prior to the start of the season.

Section 6.03. Any and all buildings, improvements, additions, alterations and fixtures constructed, placed, located and/or maintained on any part of the Property, during the term of this

Agreement are considered part of the real property and must remain on the Property and, subject to the terms of this Agreement, become property of the City, from and after the termination of this Agreement.

ARTICLE VII

Compliance

Section 7.01. Licensee shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form the construction activities contemplated herein.

Section 7.02. Licensee shall comply with the Athletic Field Signage Advertising Policy that is set forth in Exhibit "B" which is attached hereto and incorporated as if fully set forth herein.

ARTICLE VIII

Insurance, Indemnity and Release

Section 8.01. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. LICENSEE FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON

ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, LICENSEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING LICENSEES' INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LICENSEE HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO LICENSEE, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OF FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

Section 8.02. In consideration for the privilege of use of the Property, Licensee specifically assumes any and all liability that may arise due to premises defects upon any or all improvements which exist on the Property at the time of execution of this Agreement or any and all improvements which are construed thereafter related to or arising out of Licensee's use.

Section 8.03. Licensee 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 the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which Licensee had indemnified the City, as provided above. *Licensee and/or its contractors shall have comprehensive general liability insurance, with limits of $1,000,000.00 combined single limit in the aggregate and per occurrence. Said policy shall specifically include coverage for sporting and athletic events. The City shall be named as an additional insured on a primary & non-contributory basis. Endorsements for additional insured & waiver of subrogation must be submitted with the Certificate of Insurance.*

Section 8.04. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the League's first game. In addition to, Licensee shall provide to the City proof of the insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (a) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (b) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance. Licensee shall notify City immediately in the event Licensee's insurance coverage shall be suspended, voided, canceled and/or reduced in coverage or limits.

Section 8.05 Vandalism or break-ins must be reported to the Outdoor Recreation Supervisor or their designee within 24 hours of occurrence. In the event a Parks and Recreation Department Employee finds the damage, the Licensee will be notified. The Licensee must provide a representative to assess the damage and missing property for insurance and police report purposes.

If the representative is unable to meet with the police at the time of the report, then it is the sole responsibility of the Licensee to ensure this information is included on the police report.

ARTICLE IX

Maintenance

Section 9.01. A Parks and Recreation Employee will meet with the current president at the end of each season at the facility to perform an end of season walk-through. It is the responsibility of the Licensee to schedule the walk-through with the Outdoor Recreation Supervisor or their designee. Maintenance requests, including major repairs or construction and/or painting, must be submitted within thirty (30) days after the end of the season. All maintenance requests must be submitted in writing throughout the season by designated representatives only. Off-season maintenance requests will not be performed unless the Licensee has met all obligations outlined in this agreement.

Section 9.02. The City shall perform maintenance on the Property in which the Licensee conducts games. Those duties are set forth in Exhibit "A" which is attached hereto and incorporated as if fully set forth herein.

Section 9.03. At the expiration of this agreement or earlier termination thereof, Licensee agrees to surrender the premises in good condition, with reasonable wear and tear expected.

Section 9.04. At no time shall anyone perform nor contract for the performance of any fertilizing, or herbicide or pesticide application without proper written documentation (per the Turf Mowing and Chemical Application Schedule/Request) submitted to the Outdoor Recreation Supervisor, or their designee. If approved, chemicals must be applied by a licensed applicator who is registered with the Texas Department of Agriculture. A copy of the valid license must be submitted to the Parks and Recreation Department thirty (30) days prior to application.

Section 9.05. The City will remove litter from the individual refuse containers two (2) times per week. The Licensee must request additional litter pick-ups five (5) business days in advance. Grass clippings are not allowed in refuse containers. All grass clippings must be placed in the dumpsters. All boxes or containers must be broken down before placing in refuse containers and/or dumpsters.

Section 9.06. In the event a City Representative identifies an item that the licensee must repair or is failing to maintain, written notification will be given to the Licensee by the Parks and Recreation Director or their designee, in which case, the Licensee will have one week, with the exception of pertinent items that must be corrected immediately, to make the noted modifications. In the event that such modifications will take longer than the allotted week, written approval may be given to the Licensee. If Parks and Recreation Staff must correct the deficiencies, appropriate personnel and material costs will be assessed to the League.

Section 9.07. If the Licensee retains the services of the City to complete any tasks, other than those outlined in Exhibit A, the City will bill the Licensee once all tasks have been approved by the Parks and Recreation Director or their designee. Failure to pay any amount upon demand by the City of Lubbock shall constitute a material breech of this License Agreement.

ARTICLE X

Concession Sales & Vendors

Section 10.01. Any Licensee wishing to offer concessions (i.e. food, beverage) for sale on Property must make those intentions known to the Parks and Recreation Outdoor Recreation Supervisor or their designee.

Section 10.02. All concession facilities and their operations must have the proper health permit, food handler's certification and meet applicable federal, state and local laws, ordinances, statutes and rules. Failure to comply with applicable federal, state and local laws, ordinances,

statutes and rules may result in sanctions to be determined by the City including and up to the termination of this Agreement.

Section 10.03. Any Licensee wishing to permit vendors on Property must notify the Outdoor Recreation Supervisor or their designee in writing. It is the responsibility of the Licensee to ensure all vendors have the proper permits, required insurance, and abide by City ordinances. Vendors must submit a Vendor Request Form and pay the appropriate fees.

ARTICLE XI

Utilities

Section 11.01. The City shall provide water for services such as irrigation, restrooms, concessions and drinking fountains. If the Licensee wishes to purchase a controller for irrigation they must contact the Parks and Recreation Department for approval. It is the League's responsibility to contact the Outdoor Recreation Supervisor or their designee to obtain controller specifications prior to purchase. This will not give the league access to the irrigation clock and league will be required to follow any watering restrictions that may be in effect.

Section 11.02. The Licensee must contact Lubbock Power and Light for electrical service at all facilities with the exception of the Lubbock Youth Sports Complex. At the Lubbock Youth Sports Complex, the licensee must contact South Plains Electric Cooperative for electrical service. The electric meter shall be registered to the Licensee. In the event the Licensee fails to contact the appropriate organization to set up electrical service, the Parks and Recreation Department will impose appropriate fees and/or sanctions including and up to the termination of this agreement. It shall be the sole responsibility of the Licensee to make all payments and remain in good standing with the electrical service provider.

Section 11.03. Electricity will remain the sole responsibility of the Licensee until all keys are returned to the Outdoor Recreation Supervisor or their designee, at which point the electric meter will be transferred to the City of Lubbock.

Section 11.04. The City will control water for irrigation systems so that watering schedules and mowing schedules do not conflict. Licensee must submit any watering schedule requests in writing to the Outdoor Recreation Supervisor or their designee. Additionally, Licensee must submit a Turf Mowing and Chemical Application Schedule/Request in the event the Licensee wishes to maintain any part of the facility.

ARTICLE XII

Enforcement

Section 12.01. City may enforce this Agreement by terminating the lighting of facilities, locking the facilities, barring concession sales or in any other manner that would discontinue the use of the facilities by the League or Association with prior notice as a result of the failure of League or Association to comply with the terms and conditions of this Agreement.

Section 12.02. The City shall act in an appropriate manner in dealing with any violation of any applicable federal, state or local laws, ordinances, statutes and/or rules.

ARTICLE XIII

Signatures

Section 13.01. This contract may be executed in counterpart. The signature of any party hereto on any true and correct copy of this License Agreement shall be construed as a signature of that party on all true and correct copies thereof.

EXECUTED this _____ day of _____ of the year _____, by the duly authorized representatives of City and Licensee.

CITY OF LUBBOCK:

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Truesdell, Community Services Director

APPROVED AS TO FORM

_____
Amy L. Sims, Assistant City Attorney

ATHLETIC FACILITY LICENSE AGREEMENT

"EXHIBIT A"

Maintenance

Responsible Party	Youth/Adult Baseball	Youth/Adult Soccer	Youth Softball	Senior Softball	City of Lubbock
Game Field Preparation	Daily	Daily	Daily	Daily	
Maintain proper level of surface material on in-field	Daily		Daily		
Provide top soil and infield conditioner					**Yearly
Insure safety of participants/spectators	Daily	Daily	Daily	Daily	
Mowing					*Weekly
Remove refuse					Twice Weekly
Inspect bleachers					Monthly
Fertilize					**Yearly
Steel Tooth (Softball Fields)					Yearly
End of Year Inspection with City representative	Yearly	Yearly	Yearly	Yearly	Yearly
Provide, install & maintain bases, home plates & pitching rubbers	As Needed		As Needed	As Needed	
Maintain scoreboards and scoreboard components, including light bulbs	As Needed		As Needed		
Maintain PA system	As Needed	As Needed	As Needed		
Maintain concession equipment	As Needed	As Needed	As Needed		
Irrigation Repair					As Needed
Install new scoreboards meeting City specifications and time frame					As Needed
Cut base lines					Yearly
Provide refuse containers (litter barrels)					As Needed
Repair fencing & bleachers					As Needed
Repair plumbing on restrooms & permanent concession buildings					As Needed
Repair electrical & lighting					As Needed
Irrigation					As Needed
Turf Aeration					**Yearly
Herbicide/Pesticide/Fertilizer					**Yearly
Foul Lines					Yearly
Service Facility Restrooms and stock supplies	Daily	Daily	Daily	N/A	

* During growing season (dependant upon budget, bid specs, weather, special circumstances and/or restrictions)

** Dependant upon budgetary allocations

ATHLETIC FACILITY LICENSE AGREEMENT

"EXHIBIT B"

Athletic Field Signage Advertising Policy

I. All requests for permission to place advertising signs on athletic fields located on City parks shall be made to the Outdoor Recreation Supervisor or their designee.

II. Parks that are eligible for such requests include the following:

Berl Huffman Athletic Complex	Lewis
Mackenzie	Helen Hodges
Mae Simmons	McAlister
Maxey	Lou Stubbs
Mose Hood	Lubbock Youth Sports Complex
Dunbar Historical Lake	Buddy Holly Recreation Area

III. Location:
Advertising signage may be placed on the outfield fence and scoreboard facing towards the infield.

IV. Size:
Signs are to be no taller than the outfield fence and no wider than ten (10) feet. All signs are to be uniform in size on each field and must be a minimum of 6" off the ground.

V. Duration:
Signs are to be installed no earlier than one week prior to the competitive season. Signs are to be removed no later than ten (10) days after the completion of the season. In the event Parks and Recreation staff must remove signage, appropriate personnel fees will be assessed to the league.

Signs affixed to scoreboards may remain throughout the year as long as the sign is permanently attached to the scoreboard structure.

VI. Subject Matter:
Signs shall be in good taste and not promote alcohol, tobacco or nudity.

VII. Maintenance:
It is the responsibility of the league to properly install, remove and maintain the signage. Signs must remain in quality condition and not pose a hazard to participants or spectators. Signage found on the premises, not properly affixed to the fence, will be disposed of.

ATHLETIC FACILITY LICENSE AGREEMENT

"EXHIBIT C"

Private User Group Signature Page

1. *Dixie Little League*
   Lewis Park
   54th & Ave. L

Robert W. Simmons
President's Signature

Robert Simmons
President's Printed Name

2. *Western Little League*
   LaLa and Coronado Cavazo's Complex
   McAlister Park
   5801 Milwaukee Ave.

Jason Redding
President's Signature

Jason Redding
President's Printed Name

3. *Southwest Little League*
   Maxey Park
   28th & Nashville

Bruce Boyd
President's Signature

Bruce Boyd
President's Printed Name

4. *MLK Little League*
   Dunbar Historical Lake
   E. 19th & Aspen Drive
   Loving Field
   E. 23rd & Oak Drive

Charles Curry
President's Signature

CHARLES CURRY
President's Printed Name

5. *Northwest Little League*
   Buddy Holly Recreation Area
   911 N. University

President's Signature

Kris Pico
President's Printed Name

6. *Lubbock Cooper Little League*
   Lubbock Youth Sports Complex
   Field #13-15 – Blue Quad
   FM 1585 & Milwaukee Ave.

Jaime Coy
President's Signature

Jaime Coy
President's Printed Name

7. *Lubbock Junior/Intermediate Baseball*
   Dixie Junior Field
   54th & Ave. L
   Lubbock Youth Sports Complex (shared use)
   Field #16 – Blue Quad
   FM 1585 & Milwaukee Ave.

President's Signature

President's Printed Name

8. *Challenger Little League*
   LaLa and Coronado Cavazos Complex
   McAlister Park
   5801 Milwaukee Ave.

President's Signature

PHILLIP D. BROWN

President's Printed Name

9. *Hub City Baseball*
   Maxey Junior Field (SW Corner)
   29th & Quaker
   Lubbock Youth Sports Complex (shared use)
   Field #16 – Blue Quad
   FM 1585 & Milwaukee Ave.

President's Signature

KYLE GAYLER

President's Printed Name

10. *Lubbock Youth Softball*
    Lubbock Youth Sports Complex
    Field #9-12 – Green Quad
    Lou Stubbs Park
    35th & Ave. L

President's Signature

Bobby Drum

President's Printed Name

11. *South Plains Girls Fast Pitch*
    Lubbock Youth Sports Complex
    Field #1-8 – Red & Silver Quad
    FM 1585 & Milwaukee Ave.

President's Signature

JOHN CASTILLO

President's Printed Name

12. *Lubbock Soccer Association*
    Berl Huffman Athletic Complex
    2506 Landmark Lane

President's Signature

SCOTT PIERCY

President's Printed Name

13. *West Texas Men's Soccer Association*
Berl Huffman Athletic Complex
2506 Landmark Lane

President's Signature

TRAY RASBERRY
President's Printed Name

14. *Texas Tech Club Baseball*
Connie Mack Field (shared use)
Mackenzie Park
I-27 & Municipal Drive

President's Signature

Colton Onstot
President's Printed Name

15. *Lubbock Senior Softball*
Dirk West Complex
Field #6-7 – Mackenzie Park
I-27 & Municipal Drive

President's Signature

C. Les Clemmons
President's Printed Name

16. *Lubbock Cricket Club*
Mackenzie Park
I-27 & Municipal Drive

President's Signature

SUBODH I. PATEL
President's Printed Name

Regular City Council Meeting **5. 19.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute contract 11122 an agreement with South Plains College Vocational Nursing School to allow students to observe in City clinics.

Item Summary

This agreement will allow students, enrolled at South Plains College Vocational Nursing Program, the opportunity to enhance their knowledge and education, pertaining to public health, while in the role of a participant-observer in the clinics at the City of Lubbock Health Department. Students will be paired with an experienced staff member while in the clinical areas, and will adhere to the policies and procedures of the City of Lubbock Health Department.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution - South Plains College
Agreement - SPC School of Nursing

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with South Plains College to provide a clinical experience to nursing students of the College in the City of Lubbock Health Department; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute Memorandum of Understanding with South Plains College and its Vocational Nursing Program on behalf of the City of Lubbock Health Department, and any associated documents.

Passed by the City Council on this ____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

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SOUTH PLAINS COLLEGE
VOCATIONAL NURSING PROGRAM
AND
CITY OF LUBBOCK HEALTH DEPARTMENT

This agreement is entered into between SOUTH PLAINS COLLEGE, hereafter called "College," and the CITY OF LUBBOCK on behalf of its HEALTH DEPARTMENT, hereafter called "Facility."

TERM AND TERMINATION

A. **Term**. This Agreement shall begin on November 1, 2012 and continue for a term of one year.

B. **Renewal**. After the initial term, this Agreement shall renew automatically for successive one-year terms unless terminated as provided herein.

C. **Termination**. Either party may terminate this Agreement upon 90 days' prior written notice to the other party.

The parties mutually agree to conduct clinical experience for students enrolled in the nursing education program of the above named College.

The Facility will name a coordinator/preceptor for this clinical experience who will oversee the experience of the students at the Facility. The experience will be mutually planned and coordinated between the Facility and the College. Mutually agreed upon objectives and expectations for the experience will be developed prior to the arrival of students. The instructor will be available by phone and/or pager while students are at the Facility.

Students will be in the role of participant observer and will not be directly responsible for patient care. An experienced staff member of the Facility will be available at all times while students are at the Facility. The staff of the Facility remain responsible for patient care. Students will be responsible for their actions and will adhere to the policies and procedures of the Facility. An orientation to the Facility and its relevant policies and procedures will be provided by the Facility.

Faculty and students of the College will not be considered employees or agents of the Facility. Likewise, the employees of the Facility will not be considered employees or agents of the College.

An evaluation conference will be held between the instructor and the students as well as the instructor and the Facility's coordinator/preceptor at the end of each rotation of students.

FOR THE CITY OF LUBBOCK:

IN WITNESS WHEREOF, signed this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Asst. City Attorney

FOR SOUTH PLAINS COLLEGE:

IN WITNESS WHEREOF, signed this _____ day of _____, 2012.

_____
SUE ANN LOPEZ, M.S.N.,
Dean of Health Occupations

_____
KELVIN W. SHARP, Ed.D.,
President, South Plains College

Regular City Council Meeting **5. 20.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute contract 11123 a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, which will assist individuals with referrals for needed care.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care to StarCare Specialty Health System. With this agreement the Health Department will have the opportunity to refer individuals for counseling, education, and assistance with healthy lifestyle choices to reduce the incidence of HIV infection; and alcohol, tobacco, and other drug abuse.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include: 1) Inform, educate, and empower people about health issues; 2) Link people to needed personal health services; and 3) Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution - Specialty Health

MOU - Star Care

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System (formerly MHMR) to increase opportunities for healthy lifestyle choices that will reduce the incidence of HIV infection and to provide alcohol, tobacco and other drug prevention and intervention services to the community at large.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – HIV Outreach, and any associated documents.

Passed by the City Council on this _____ day of _____ , 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare HIV Outreach.2013.doc

StarCare Specialty Health System
Memorandum of Understanding
HIV Outreach

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center (LRMHMRC)
DBA StarCare Specialty Health System (StarCare)
1602 10th Street, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
1902 Texas Ave, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to increase opportunities for healthy lifestyle choices that will reduce the incidence of HIV infection and to provide alcohol, tobacco and other drug prevention and intervention services to the community at large.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Provide outreach services that include screening, referral, and follow-up services for further treatment.

(e) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(f) Provide prevention education and skills training regarding substance abuse and HIV through jail outreach, treatment centers, and halfway houses.

(g) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(h) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

(c) Participate in a collaborative effort to empower the community in developing a natural support system.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2012 and shall terminate August 31, 2013.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope 11/6/12

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston 10/25/12

Robyn Johnston — Date
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Scott Smith 12-4-12

Signature — Date

Approved as to form: John C. Grace
State Bar No. 00787574

APPROVED AS TO CONTENT: Rebecca Brawley

Attest: Rebecca Garza, City Secretary

Regular City Council Meeting **5. 21.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute contract 11124 a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, for substance abuse, treatment, and referral.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care to StarCare Specialty Health System. With this agency agreement the Health Department will have the opportunity to refer priority and target populations for substance abuse, treatment, and referral.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include: 1) Inform, educate, and empower people about health issues; 2) Link people to needed personal health services; and 3) Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution - Star Care 11124

Contract - Star Care 11124

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System (formerly MHMR) to develop strategies in an effort to identify gaps in service and prevention of duplication of services and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Outreach, Screening, Assessment, and Referral, and any associated documents.

Passed by the City Council on this ____ day of _____ , 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare Outreach.2013.doc

StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
1902 Texas Avenue, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2012 and shall terminate August 31, 2013.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston — Date
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Signature — Date

Approved as to form: John C. Grace State Bar No. 00787574

APPROVED AS TO CONTENT:

Attest: Rebecca Garza, City Secretary

Regular City Council Meeting **5. 22.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute contract 11125 a Memorandum of Understanding with StarCare Specialty Health Specialty, formerly known as MHMR, which would allow education, outreach, referrals, and/or treatment.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportuity to refer identified individuals, who meet the priority or target population, to StarCare for education, outreach, family services, referrals, and/or treatment.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include: 1) Inform, educate, and empower people about health issues; 2) Link people to needed personal health services; and 3) Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution
Contract 11125

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System (formerly MHMR) to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and/or treatment; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding and any associated documents.

Passed by the City Council on this ____ day of _____ , 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare.2013.doc

StarCare Specialty Health System
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies identified below.

I. AGENCIES:

The Performing Agency: **Lubbock Regional MHMR Center (LRMHMRC) dba StarCare Specialty Health System (StarCare)**
904 Avenue O/ P.O. Box 2828, Lubbock, TX 79408-2828

The Receiving Agency: **City of Lubbock Health Department**
806 18th Street, Lubbock, TX 79408

II. STATEMENT OF SERVICES TO BE PROVIDED:

Through collaboration with StarCare, City of Lubbock Health Department will identify and refer individuals meeting the definition of priority and target population to StarCare. Through collaboration with the City of Lubbock Health Department, StarCare will provide education, outreach, family services, referrals, and/or treatment to identified individuals meeting priority or target population criteria

III. THE PERFORMING AGENCY AGREES TO:

(a) Collaborate with Receiving Agency to identify individuals who meet the Department of State Health Services (DSHS) criteria of priority or target population (refer to section V. for definitions);

(b) Provide staff, time and resources that will empower the community in developing a natural support system;

(c) Share available education and training opportunities;

(d) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing);

(e) Provide healthy adult role models who promote pro-social values, attitudes, and behavior;

(f) Collaborate with Receiving Agency to identify duplication of services and/or gaps in services within the community; and

(g) Collaborate with Receiving Agency to develop strategies to close gaps in services, prevent duplication of services and to ultimately meet the needs of the priority and target population.

IV. THE RECEIVING AGENCY AGREES TO:

(a) Help identify individuals who meet the priority or target population criteria and link them to Performing Agency's services;

(b) Collaborate with the Performing Agency to empower the community in developing a natural support system;

(c) Collaborate with the Performing Agency to identify duplication of service and/or gaps in services within the community; and

(d) Collaborate with Performing Agency to develop strategies to close gaps and prevent duplication of services and to meet the needs of the priority and target population.

V. PRIORITY AND TARGET POPULATION DEFINITIONS:

(a) Adult Mental Health Priority Population: Adults who have severe and persistent mental illnesses such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.

(b) Adult Mental Health Target Population: Adults who have a diagnosis of schizophrenia, bipolar disorder, or severe major depression.

(c) Child and Adolescent Mental Health Priority Population: Children ages 3 through 17 with a diagnosis of mental illness who exhibit serious emotional, behavioral or mental disorders; and who (1) have a serious functional impairment; (2) are at risk of disrupting a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of a serious emotional disturbance.

VI. TERM OF AGREEMENT:

This Agreement is effective as of **September 1, 2012** and shall terminate **August 31, 2014.**

Both the Performing Agency and the Receiving Agency mutually agree that either party may terminate this Memorandum of Understanding with a thirty (30) day written notice.

THE UNDERSIGNED AGENCIES do hereby certify that the person or persons signing and executing this Memorandum of Understanding warrant and guarantee that they have been duly authorized by their respective Agency to execute this Memorandum of Understanding and to validly and legally bind the Agency to all the terms and provisions of this Memorandum of Understanding.

PERFORMING AGENCY:
StarCare

Cathy Pope 11/6/12
Cathy Pope Date
Chief Executive Officer

RECEIVING AGENCY:
City of Lubbock Health Department

Signature Date

Robyn Johnston 10/25/12
Robyn Johnston Date
Chief of Authority Services

Signature 12-4-12
Signature Date

Approved as to form: John C. Grace State Bar No. 00787574

APPROVED AS TO CONTENT: Rebecca Garza

Attest: Rebecca Garza, City Secretary

Regular City Council Meeting **5. 23.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013284 with Warren CAT for landfill equipment.

Item Summary

The purchase order contract is for one 627H Warren Cat scraper for the West Texas Region Disposal Facility (WTRDF). This will replace a 2006 model. The scraper is used daily in the landfill operation to perform soil hauling for covering residential and commercial wastes, at times under extreme weather conditions. The scraper meets Texas Commission on Environmental Quality (TCEQ) regulatory requirements. It will be used to haul soil for landfill cell excavation, as well as, for repair of erosion and daily and weekly cover. The equipment must perform full load functions on TCEQ steep upslope sites (up to 30% grade) and steep down slopes (up to 30% grade) and operate up to 2,760 hours per year (yearly hours of operation for WTRDF). At times a scraper is necessary to directly cover trash with soil on slopes.

In an effort to secure landfill equipment that is the best value and appropriate for the current operating conditions at the WTRDF, landfill staff recognized components that were important for processing up to 1,800 tons per day, with the yearly average being 1,000 tons per day, and for the various types of wastes accepted at the facility. Types of waste accepted include household trash; construction and demolition materials including concrete; mattresses and box springs; furniture; tree trunks and branches; restaurant food waste; prison food waste; health care facility waste; expired and contaminated food stuffs, beverages, and drugs; dead animals; non-regulated asbestos containing material; empty pesticide, insecticide, herbicide, fungicide, rodenticide, and fumigant chemical containers; sludges from grit traps, grease traps, wastewater treatment plants, and water treatment plants; Railroad Commission of Texas wastes; petroleum contaminated soil and debris; incinerator ash; and hazardous waste from conditionally exempt small quantity generators.

In addition, staff evaluated equipment requirements that are mandatory to maintain regulatory compliance with the TCEQ approved site operating plan, page 11, which states the WTRDF will provide three compactors and two scrapers for operations. The landfill staff identified criteria deemed essential to assuring regulatory compliance, while also assuring the best value for the City. Other criteria included equipment efficiency, operator and public safety, match to existing equipment for repair cost savings, number of operators available for operating equipment, and ability to continue landfill operations in all weather conditions.

The estimated savings for landfill staff excavating 80% of the soil for development of the next cell is $2.50 per cubic yard with 1,267,408 cubic yards to be excavated for a total of $3,168,520. Additional excavation savings will be realized because the next cell to be developed is adjacent to the current cell being utilized for waste disposal. The close proximity of the two cells allows for use of excavated soil daily at the active working face thus reducing the need for stockpiling much of the soil and stabilizing large stockpiles with regulatory compliance seeding for erosion control.

The $812,345 purchase from Warren Cat of Lubbock, Texas is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract No. 345-10, using an electronic purchasing system, known as BuyBoard. The purchasing cooperative is an administrative 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

The scraper is approved in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order - Buyboard

Scraper

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. 31013284 for the purchase of a Caterpillar 627H Wheel Tractor Scraper as per Buyboard Contract No. 345-10, by and between the City of Lubbock and Warren Cat, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Warren Cat-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/18/2012
Order Number 31013284 000 OP
Branch/Plant 3526

TO: WARREN CAT
702 E SLATON ROAD
LUBBOCK Texas 79404

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 12/17/2012 Freight

Requested 12/17/2012 Taken By R.HOLDER

Delivery PER M.TREVINO/REQ 40878 BUY BOARD 345-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Tractor Scraper	1.000	812,345.0000	EA	812,345.00	06/20/2013

Landfill

Total Order 812,345.00

Terms NET 10 EOM

This purchase order encumbers funds in the amount of $812,345 awarded to Warren CAT of Lubbock, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: Price quotation 136278-01 dated December 18, 2012 from Warren CAT of Lubbock, Texas and Buy Board 345-10. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Quote 136278-01

December 18, 2012

CITY OF LUBBOCK LANDFILL
ATTN: CATRENNIA WILLIAMSON
PO BOX 2000
LUBBOCK,
Texas
79457-0001

Attention: CATRENNIA WILLIAMSON

Dear Madam,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

627H WHEEL TRACTOR SCRAPER – BUYBOARD QUOTE
Item Number 345-10

STOCK NUMBER: n/a **SERIAL NUMBER:** n/a **YEAR:** 2013

We wish to thank you for the opportunity of quoting on your equipment needs. With proper documentation from the City of Lubbock (i.e. – 2012 dated purchase order with an authorized letter of intent) this quotation is valid thru January 14, 2013 - after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Koley Schaffner
Machine Sales Representative

627H WHEEL TRACTOR SCRAPER – STANDARD EQUIPMENT

POWERTRAIN

TRACTOR:
- C13 ACERT with MEUI
- Cat engine brake
- Electric start, 24 Volt
- Air cleaner, dry type with precleaner
- Fan, Hydraulic
- Ground level engine shutdown
- Radiator, aluminum unit core, 9 fins per in.
- Guard, crankcase
- Muffler (Only for Less or Non-Regulated Regions Engine Arrangement Only)
- Starting aid, ether
- Braking system:
  - Primary and Secondary, wet disk, hydraulic
  - Prkng,hyd. release,spring applied
  - Throttle Lock
- Transmission:
  - 8 speed planetary powershift
  - ECPC Control
  - APECS software
  - Programmable top gear selection
  - Transmission hold
  - Differential Lock
  - Guard, powertrain

SCRAPER:
- Engine:
  - C9.3 ACERT with high pressure common rail fuel
  - Cat engine brake
  - Electric start, 24 volt
  - Fan, driveline
  - Ground engine shutdown
  - Muffler (Only for Less or Non-Regulated Regions Engine Arrangement Only)
  - Starting aid, ether
- Braking system:
  - Primary and Secondary, wet disk, hydraulic
  - Parking, hyd. release, spring applied
  - 4 speed (torque converter drive)
  - Transmission planetary powershift

ELECTRICAL

TRACTOR:
- Alternator, 150 amp
- Batteries (4), 12 Volt, 1000 CCA maintenance free, high output
- Electrical system, 24V
- Lighting system:
  - Headlights,3x3 halogen
  - Turn signals with hazard function, LED
  - Floodlight,(2) 3x3 cutting edge and (1) 3x3 bowl, halogen
  - Side Vision (2) 3x3 halogen
- Starting/charging receptacle

SCRAPER:
- Alarm, backup
- Alternator, 65 ampere
- Batteries (4), 12 Volt, 1000 CCA maintenance free, high outout
- Lighting system:
  - Brake lights, LED
  - Turn signals with hazard function, LED
- Starting/charging receptacle

OPERATOR ENVIRONMENT

TRACTOR:
- HVAC system, heat, AC, defrost
- Thermostat control of HVAC system
- Coat hook
- Lunch box platform with holding strap
- Diagnostic connection (2)
- 12V power ports (2)
- Differential lock (1)
- Dome courtesy light
- Horn, electric
- T-Handle implement control
- Mirror, rear view
- padded
- Storage in dash if WAVS or Cat Grade Control is not equipped.
- Windows, right side emergency egress
- Windows, sliding
- Windows, laminated,zipped in
- Windshield wipers, front and rear windows,includes washers
- Door lock
- Messenger Display - gauges, warnings include:
  - Coolant temp

Radio ready
ROPS/FOPS cab, pressurized
Keypad Switches
Rear engine start
Powered access ladder
(optional attachment)
Throttle lock
Wipers/washers
Hazard lights
Retarding Level select
Work Lights on, off
Information mode
on Messenger Display
Safety Tab Rocker Switches:
Regeneration control
(Tier 4 Interim/ EU Stage IIIB only)
Parking Brake
Seat belt, static two-piece
Seat, air suspensiion, Comfort Series 3
rotates 30 degrees
Steering wheel, tilt, telescoping,
Engine oil temp
Hydraulic oil temp
DPF temp
Fuel level
Park brake
Implement lockout
Brake system
Regeneration required
Throttle lock
System voltage
Secondary steering
Bail down
Diff lock
Apron float
Transmission hold
Cushion hitch
High beam lights
Action lamp
Engine speed, rpm
Gear selectionout
Dpf fill levels

OTHER STANDARD EQUIPMENT

TRACTOR:
Cushion hitch
Accumulators (cushion hitch) with
Canadian Registration Number (CRN)
Fast oil change
Fenders, non metallic
Heater, engine coolant 120V
Rims (2)
Tow pin, front
Vandalism locks

SCRAPER:
Bowl
24 cubic yard,
18.4 cubic meters heaped
Quick drop bowl valve
Fast oil change
Vandalism locks
Guard, Overflow
Heater, engine coolant 120V

MACHINE SPECIFICATIONS

Description	Reference No
627H T-4 WHEEL TRACTOR-SCRAPER	310-1155
TIRES, 33.25R29 BS VLT ** E2A - Bridgestone radial. V-Steel L-Traction. E2A compound. Offers good traction and flotation for wet, muddy, soft underfoot conditions.	264-1408
WIRING GP	307-0277
NON-POWERED ACCESS GP	309-4760
GRAVITY FILL GP	309-4820
SCRAPER AR CHASSIS	310-4743
STD WORK LIGHTS - Halogen 3 x 3 shock resistant flood lights (all work and head lamps).	320-9565
FILMS AR-U.S.(ANSI)	327-1662
STANDARD CERTIFICATION AR	327-1675
HIGH AMBIENT FLUIDS GROUP	327-1678
CAB PRECLEANER - Cab precleaner for dusty environments.	328-3312
PRODUCT LINK	335-8324
PUSH PULL ARRANGEMENT - This arrangement comes with a cushioned push plate and bail on the tractor and a radiator guard and hook on the scraper.	337-3215
AIR HORN AND BEACON - Combines both the self contained air horn and amber rotating beacon.	339-2963
STANDARD STEERING AR	343-0708
STANDARD START ATTACHMENT - Standard package for starting in moderate temperatures	382-2792
DOMESTIC TRUCK,TR/SCR COMBINED	0P-0255
CAT AM / FM / CD RADIO	

BUYBOARD MACHINE SALES PRICE Item Number 345-10	**$812,345.00**

WARRANTY
Caterpillar's full machine warranty coverage for 5 years / 7,500 hours (whichever comes first).

Travel time and mileage is a covered expense during the entire warrantable period, up to 5 years / 7,500 hours (whichever comes first). This applies to warrantable claims only.

F.O.B./TERMS
F.O.B.; City of Lubbock Landfill – Lubbock, Texas

ESTIMATED DATE OF DELIVERY
Appx 20 – 22 weeks from receipt of order

Thank you for allowing Warren Cat and Caterpillar to quote on your equipment needs. If you have any questions, please give me a call.

Submitted by: Koley Schaffner

12-18-12

Accepted by:


CAT
627K

Regular City Council Meeting **5. 24.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013283 with Associated Supply Company, Inc., for a Wheel Loader landfill operations.

Item Summary

The contract is for the purchase of one Volvo L110G Wheel Loader for the landfill operations. This will replace a 2002 model with over 10,000 hours. The multi-purpose loader will be used by the staff for daily cover and woodwaste grinding operations. When this equipment is not being used for daily operations, it is used to repair the litter fence and to clean the landfill roadways. Included in the cost of the loader, is the standard warranty of one year or 1,500 hours with an additional 1,000 hours on the engine.

Staff recommends the $226,302 purchase from Associated Supply Company Inc., of Lubbock, Texas, through the Texas Multiple Awards Schedule (TXMAS) Contract 13-23V010. 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 contracts 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 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

Funding is available in the FY 12-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Associated Supply

Warranty

Loader

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. 31013283 for the purchase of a wheel loader as per TXMAS Contract No. 13-23V010, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Associated Supply Co, Inc.-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/20/2012
Order Number 31013283 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 12/17/2012 Freight .
Requested 12/17/2012 Taken By R.HOLDER
Delivery PER M.TREVINO/REQ 40878 TXMAS 13-23V010

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Wheeled Loader	1.000	226,302.0000	EA	226,302.00	05/01/2013

Landfill

Total Order

Terms NET DUE ON RECEIPT 226,302.00

This purchase order encumbers funds in the amount of $226,302 awarded to Associated Supply Company Inc of Lubbock, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: price quotation dated December 17, 2012 from Associated Supply Company Inc of Lubbock and TXMAS Contract TXMAS 13-23V010. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

QUOTATION

City of Lubbock

Lubbock, Texas **December 17, 2012**

One (1) New 2013 Volvo L110G Wheel Loader

Equipped with:

Engine: Volvo D8H six cylinder turbo charged diesel engine, three stage air cleaner with ejector and inner filter with Turbo air cleaner, preheating of air induction, Spark arresting muffler, crankcase ventilation oil trap, fuel filter strainer coolant filter, reversing hydraulic fan, ECG Tier IVi system with particulate filter with active and passive regeneration.

Transmission: Volvo HTL 206, countershaft transmission, automatic full power shift, PWM – controlled, 100% diff lock in front axle.

Electrical System: 24V, prewired for optional equipment, reverse alarm, battery disconnect switch, twin halogen headlights (low & high beam), parking lights, double brake and taillights, Halogen working lights (2 front and 2 rear) with 2 optional front lights, radio mounting kit with Volvo radio/CD player.

Contronic, Monitoring system, ECU with log and analysis system: Contronic display, fuel consumption, outdoor temp, Engine shut-down to idle (high engine coolant, low engine oil pressure high transmission temp.), start interlock when gear is engaged, brake test, warning indicators

Brake System: Wet oil circulated cooled disc brakes on all four wheels, out board mounted, dual brake circuits (front and rear), secondary brake system, parking brake (elec-hydraulic), brake wear indicator.

Cab: ROPS and FOPS approved, single key kit door and start, Acoustic liner kit, Ashtray, Cigarette lighter, Cab heating with filter, Fresh air inlet and defroster, air conditioning, floor mats, Interior lights, Interior rear view mirror, 2 exterior rear view mirrors, Openable right side window, tinted safety glass, sliding window (right side and door), Hip retractable 3" seat belt, Operators seat (heated, high back, with adjustable suspension) with left hand armrest, storage compartment, Sun visor, Windshield washers and wipers (front and rear) with interval function, service platforms with anti-slip surfaces on front and rear fenders, speedometer, Tilt/telescopic steering wheel, sunblind.

Continued on page 2

QUOTATION

City of Lubbock

Lubbock, Texas **December 17, 2012**

One (1) New 2013 Volvo L110G Wheel Loader - Page2

Hydraulic system: Two load sensing axial piston pump (for hydraulics, steering system, pilot hydraulics, brakes and fan motor), Boom lowering system (float), Boom lever detent (adjustable), Boom kick out (adjustable), Boom suspension, automatic with position indicator, adjustable), Hydraulic oil cooler,

External Equipment: Noise and vibration damping suspension of cab, engine and transmission, Lifting lugs, Easy to open side panels, Articulation frame lock, Towing hitch, Cover plates (rear frame), 23.5R25 L3Tires and rims, protective guards for taillights, extra front and rear work lights, Volvo style attachment bracket and third function hydraulics.

Price F.O.B. Lubbock, Texas:		**$ 202,500.00**
JRB 4-1 Multi Purpose Bucket	ADD	22,656.00
Boom Cylinder Guards	ADD	1,146.00
Total Price:		$ 226,302.00

Quoted using the TXMAS Contract # TXMAS-13-23V010

Plus applicable taxes

TERMS: **Net Due on Delivery or Approved Financing**

A cancellation charge of 20 percent of the total purchase price will be assessed and is hereby agreed to by customer on all cancelled orders.
Quoted FOB **Lubbock, Texas** Quotation expires 30 days unless other wise noted. All prices, terms and delivery are subject to approval by management of the company.

Quoted By: _____ Accepted: _____

Dan Gobin / Rick Leaverton – Asco Equipment – Lubbock, Texas – 806-745-2000

VOLVO

Volvo Construction Equipment North America

Warranty – Disclaimers – Limitations

Limited Warranty

Volvo Construction Equipment North America ("Volvo CE") hereby extends to its authorized dealers ("Dealer") and the Dealer's end-use customers ("Customer", and both Dealer and Customer are referred to herein as a "Buyer"), who purchase a new Volvo construction equipment machine ("Machine") or new Volvo part ("Part", both of which are referred to herein as a "Product") from Volvo the following limited warranty:

Subject to the exceptions and limitations set forth below, Volvo CE or Dealer will repair or replace any part of a new Machine or new Part which proves to be defective in material or workmanship during the following periods (the "Warranty Period"):

- Volvo wheel loaders: 12 months/1500 hours, whichever first occurs
- Volvo articulated haulers: 12 months/1500 hours, whichever first occurs
- Volvo hydraulic excavators: 12 months/1500 hours, whichever first occurs
- Volvo motor graders: 12 months/1500 hours, whichever first occurs
- Volvo compactors: 12 months/1500 hours, whichever first occurs
  - 24 month unlimited hours on DD90 and larger compactors
- Volvo pavers: 12 months/1500 hours, whichever first occurs
  - 24 month unlimited hours on 6000 series pavers
- Volvo milling: 12 months/1500 hours, whichever first occurs
- Volvo compact wheel loaders (up to 100 net hp.): 12 months/unlimited hours
- Volvo skid steer loaders: 12 months/unlimited hours; Lifetime arm for one-sided
- Volvo compact hydraulic excavators (less than 11 metric tons): 12 months/unlimited hours
- Volvo backhoe loaders: 12 months unlimited hours
- Volvo engines: 12 months/2500 hours, whichever first occurs
- Volvo parts: 6 months/1500 hours, whichever first occurs
- Volvo remanufactured components: 12 months/2500 hours, whichever first occurs
- Volvo Hammer: 12 months

The Warranty Period commences immediately following the delivery of said Product to the Buyer who first puts said Product into use. The foregoing limited warranty shall include the labor cost to accomplish the repair or replacement of the defective part provided that the repair or replacement was performed by a Dealer.

The foregoing warranty does not cover: (i) any Product found to have been damaged by abuse, accident, other casualty or a failure to maintain or use the warranted Product in accordance with the applicable manuals or instructions (Buyer is required to use only original equipment manufacturer filters during the Warranty Period); (ii) the labor costs to repair or replace defective Parts after the expiration of the Warranty Period of the Machine in which such Part is located; (iii) overtime labor premiums; (iv) costs and expenses associated with the transportation of Dealer's service personnel to and from the location of the warranted Product; (v) any parts, components, attachments or accessories for which Buyer receives a separate warranty by the manufacturer or producer thereof (in specified cases said warranty may be administered by Volvo CE); (vi) maintenance items or ground engaging parts that have achieved their normal service life.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES

THE FOREGOING WARRANTY TO BUYER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES AVAILABLE TO BUYER ARE LIMITED TO MAKING A CLAIM UNDER THE FOREGOING WARRANTY AND ARE EXCLUSIVE AND EXPRESSELY LIMITED TO OBTAINING THE PARTS AND LABOR IN ACCORDANCE WITH THE TERMS OF SAID WARRANTY.

Warranty – Disclaimers – Limitations

LIMITATIONS OF LIABILITY AND DAMAGES

Regardless of whether a claim against Volvo CE or Dealer is based on the foregoing warranty or is an action in contract, tort (negligence or strict liability) or otherwise, their respective liability for losses, damages or expenses of any kind arising from the design, manufacture, repair or sale of the Products is limited, unless otherwise prohibited by law, to an amount not exceeding the cost performing the obligations contained in the foregoing warranty, and in no event shall their respective or joint liability exceed the value of the Product or part thereof giving rise to such liability.

CONSEQUENTIAL AND SIMILAR DAMAGES NOT RECOVERABLE

Except for performing the obligations of the foregoing warranty in accordance with its terms, Volvo CE and Dealer shall have no liability for loss, damage, or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to property other than the Product, loss or damage to the Product or any part thereof or any other economic or commercial loss, including, without limitation, lost profits or special or consequential damages (except liability for any type of consequential damages which by law may not be disclaimed). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies in the foregoing sections is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code.

ALLOCATION OF RISK

The foregoing warranty disclaimers, limitations of liability and limitation of remedies are bargained allocations of risks among (i) the Customer who purchased the Product; (ii) the Dealer who sold the Product, and (iii) Volvo CE, which is a third party beneficiary of the contract of sale between the Customer and the Dealer. The Buyer of the Product accepts the foregoing warranty and the other bargained for allocations of risk as part of the agreed price for the purchase of the Product to which the foregoing warranty applies. Volvo CE is prepared to offer different warranties and other allocations of risk for other prices. However, any such change in the warranty or the allocation of risks must be confirmed in writing by Volvo CE.

STATUTE OF LIMITATIONS

Any action by a Buyer of a Product for breach of contract, for breach of warranty arising under, or for a cause of action arising out of the sale of a Product, whether based on contract, tort (negligence or strict liability) or otherwise, shall be commenced within one (1) year after the cause of action has accrued. Any such cause of action shall be deemed to have accrued at the earlier of (i) the discovery of the defect or breach, or (ii) the expiration of the applicable Warranty Period.




CASE
821F

Regular City Council Meeting **5. 25.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013347 with Gene Messer Chevrolet for light duty vehicles, BID 13-11066-RH.

Item Summary

The purchase order contract is for the following vehicles. The item numbers relate to the bid tabulation that follows.

Item 14: Two ¾ Ton, Regular Cab 4x4 Pickup Cab-Chassis will have service bodies (Spec NV-51 Item 31 on this same bid) installed on them for Water Meter and Customer Service. The vehicles replace 2006 models. These vehicles will be used by the water customer service section to place water meters for new customers, and change out water meters and shut off valves for residential and commercial customers.

Item 17: Four 1-Ton, Regular Cab 4x4 Cab Chassis will have installed upon them flat beds (Spec NV-41 Item 27 on this same bid) for Land Application Site. The vehicles replace three 2008 models and one 2009 model with increasing maintenance costs and maintenance issues related to the farm environment. These vehicles will be used by those who operate, monitor and repair irrigation systems and farm equipment used by the City of Lubbock Land Application Sites.

Item 18: Two 1-Ton, Regular Cab 4x4 Pickups with Bed Delete will have service bodies (Spec NV-38-Tr Item 25 of this same bid) installed on them for the following departments:

Traffic Engineering: This vehicle replaces a 2000 model. This vehicle will be used for the transport and storage of counters used daily for traffic and volume counts. The truck is also used to pull the speed radar trailer.

Water Treatment: This vehicle replaces a 2006 model with both high maintenance costs and mileage exceeding 90,000. This vehicle will be used by Water System Mechanics to perform repair work and maintenance at various facilities in the Water Utilities Department.

Item 20: One 1-Ton, Crew Cab 4x4 Pickup with Bed Delete, Dual Rear Wheeled will have a flat bed (Spec NV44 Item 29 on this same bid) installed on it for Park Maintenance. This vehicle replaces a 2000 model. This truck will be used by Environmental for Pesticide and Herbicide applications in Parks.

Staff recommends bid award for items 14, 17, 18 and 20 to the lowest bidder meeting specifications, Gene Messer Chevrolet of Lubbock, Texas, for $220,311.

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed, Chief Operating Officer

Attachments

Resolution & Purchase Order - Gene Messer
Bid Tabulation

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. 31013347 for the purchase of light duty vehicles as per ITB 13-11066-RH, by and between the City of Lubbock and Gene Messer Chevrolet, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Gene Messer-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/20/2012
Order Number 31013347 000 OP
Branch/Plant 3526

TO: GENE MESSER CHEVROLET
3907 AVE Q
LUBBOCK Texas 79412

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 06/21/2013 Freight
Requested 06/21/2013 Taken By R.HOLDER
Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
3/4 Ton Reg Cab and Chassis	2.000	22,497.0000	EA	44,994.00	06/21/2013
Spec 1536-4					
1-Ton Reg Cab and Chassis	4.000	23,200.0000	EA	92,800.00	06/21/2013
Spec 1541					
1-Ton Ext Cab and Chassis	1.000	26,875.0000	EA	26,875.00	06/21/2013
Spec 1541-TR					
1-Ton Ext Cab and Chassis	1.000	26,875.0000	EA	26,875.00	06/21/2013
Spec 1541-TR					
1-Ton Crew Cab and Chassis	1.000	28,767.0000	EA	28,767.00	06/21/2013
Spec 1544					
				Total Order	
Terms NET 10 EOM				220,311.00	

This purchase order encumbers funds in the amount of $220,311 awarded to Gene Messer Chevrolet of Lubbock, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11066-RH dated December 12, 2012 from Gene Messer Chevrolet of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ORIGINAL

Purchasing and Contract Management
Light Duty Vehicles-Group 2

BID FORM

In compliance with the **Invitation to Bid 13-11066-RH**, 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 **13-11066-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	½ Ton, Crew Cab, Short Bed 4x2 Pickup, per Specification No. 1525-2	$24267	$24267	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC10543					
2.	2	Each	½ Ton, Crew Cab, Short Bed 4x4 Pickup, per Specification No. 1525-4	$26566	$53132	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK10543					
3.	5	Each	½ Ton, Ext-Cab, Short Bed 4x2 Pickup, per Specification No. 1526-2	$23131	$115655	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC10753					
4.	1	Each	½ Ton, Ext-Cab Short Bed 4x4 Pickup, per Specification No. 1526-4	$25272	$25272	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK10753					
5.	1	Each	3/4 Ton, Regular Cab 4x4 Pickup, per Specification No. 1532-WTR	$22857	$22857	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20903					
6.	2	Each	3/4 Ton, Ext-Cab 4x2 Pickup, per Specification No. 1534-2	$23750	$47500	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC20753					
7.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4	$25398	$25398	80-120

	Model Year, Brand Name and Model Number: 2013 CHEVY CK20753					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4 Short	$ 33954	$ 33954	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20753					
9.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4 LG (Liftgate)	$ 29300	$ 29300	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20753					
10.	2	Each	3/4 Ton, Crew-Cab, Short Bed 4x2 Pickup, per Specification No. 1535-2	$ 25723	$ 51446	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC20743					
11.	1	Each	3/4 Ton, Crew-Cab, Short Bed 4x4 Pickup, per Specification No. 1535-4	$ 25953	$ 25953	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20743					
12.	2	Each	3/4 Ton, Crew-Cab, Long Bed 4x4 Pickup, per Specification No. 1535-4 Long	$ 33266	$ 66532	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20943					
13.	1	Each	3/4 Ton, Regular Cab, 4x2 Cab-Chassis, per Specification No. 1536-2 (to be paired with Specification No. NV-41-F of this bid)	$ 20208	$ 20208	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC20903					
14.	2	Each	3/4 Ton, Regular Cab, 4x4 Cab-Chassis, per Specification No. 1536-4 (to be paired with Specification No. NV-51 of this bid)	$ 22497	$ 44994	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20903					
15.	3	Each	3/4 Ton, Regular Cab, 4x4 Cab-Chassis, with Animal Services Body included and installed, per Specification No. 1536-AS	$	$	
Opt 1	3	Each	Dead Animal Box with Lift Gate	$ NO BID	$	
Opt 2	3	Each	Lift System-Slide-out tray for lifting large animals	$	$	
	Model Year, Brand Name and Model Number:					

16.	~~3~~	~~Each~~	3/4 Ton, Ext-Cab, 4x4 Cab-Chassis, per ~~Specification No. 1540-4~~ (to be paired with Specification No. NV-50 of this bid)	$ 2601C	$ 78048	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20953					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
17.	4	Each	1 Ton, Regular Cab, 4x4 Cab-Chassis, per Specification No. 1541 (to be paired with Specification No. NV-41 of this bid)	$ 23200	$ 92800	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK30903					
18.	2	Each	1 Ton, Regular Cab, 4x4 Pickup, Bed Delete, per Specification No. 1541-TR (to be paired with Specification No. NV-38-TR of this bid)	$ 26875	$ 53750	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK30953					
19.	~~1~~	~~Each~~	1 Ton, Crew-Cab, 4x4 Pickup, Dual Rear Wheeled, Bed Delete, per Specification No. 1543 (to be paired with Specification No. NV-1543 of this bid)	$ 35877	$ 35877	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK31043					
20.	1	Each	1 Ton, Crew-Cab, 4x4, Cab -Chassis, Dual Rear Wheeled, per Specification No. 1544 (to be paired with Specification No. NV-44 of this bid)	$ 28767	$ 28767	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK31043					
21.	1	~~Each~~	1 Ton, Ext-Cab, 4x2 Pickup, Bed Delete, per Specification No. 1548 (to be paired with Specification No. NV-1548 of this bid)	$ 24877	$ 24877	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC30953					
22.	2	~~Each~~	1 Ton, Crew-Cab, Long Bed, Pickup, ~~Dual Rear Wheeled, per Specification No.~~ 3513	$ 27727	$ 54454	80-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC30943					
23.	~~2~~	~~Each~~	1 Ton, Crew-Cab, Long Bed, Cab-Chassis, Dual Rear Wheeled, per Specification No. 3513-CEM (to be paired with Specification No. NV-3513 of this bid)	$ 23313	$ 46626	80-120

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 GENE MESSER CHEVROLET a corporation organized under the laws of the State of _____, or a partnership consisting of Lubbock Motors GM or individual trading as _____ of the City of _____

Firm: GENE MESSER CHEVROLET

Address: 3907 AVE Q

City: Lubbock, TX 79311 State: TX Zip 79311

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11-30-12
Addenda No. 2 Date 12-3-12
Addenda No. 3 Date 12-5-12
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. P102541

General Distinguishing No. _____ (Franchised TX dealer)

By GARY HINKLE Date: 12-12-12

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

BID 13-11066-RH
Light Duty Vehicles - Group 2

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	1/2 Ton, Crew Cab, Short Bed 4 X 2 Pickup - Spec 1525-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,966**	**$ 22,966**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,079	24,079
			Gene Messer Chevrolet	Lubbock, TX	24,267	24,627
2	2	EA	1/2 Ton, Crew Cab, Short Bed 4 X 4 Pickup - Spec 1525-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,591**	**47,182**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,418	52,836
			Gene Messer Chevrolet	Lubbock, TX	26,566	53,132
3	5	EA	1/2 Ton, Ext-Cab, Short Bed 4 X 2 Pickup - Spec 1526-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**20,064**	**100,321**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,025	110,125
			Gene Messer Chevrolet	Lubbock, TX	23,131	115,655
4	1	EA	1/2 Ton, Ext-Cab Short Bed 4 X 4 Pickup - Spec 1526-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,429**	**22,429**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	23,565	23,565
			Gene Messer Chevrolet	Lubbock, TX	25,272	25,272
5	1	EA	3/4 Ton, Regular Cab 4 X 4 Pickup - Spec 1532-WTR			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,241**	**22,241**
			Gene Messer Chevrolet	Lubbock, TX	22,859	22,859
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,959	22,959
6	2	EA	3/4 Ton, Ext-Cab 4 X 2 Pickup - Spec 1534-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**21,553**	**43,107**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,580	45,160
			Gene Messer Chevrolet	Lubbock, TX	23,750	47,500
7	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,871**	**24,871**
			Gene Messer Chevrolet	Lubbock, TX	25,398	25,398
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,457	25,457
8	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,789**	**32,789**
			Gene Messer Chevrolet	Lubbock, TX	33,954	33,954
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	34,243	34,243
9	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4-LG			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**28,442**	**28,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,081	29,081
			Gene Messer Chevrolet	Lubbock, TX	29,300	29,300
10	2	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 2 Pickup - Spec 1535-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,823**	**49,647**
			Gene Messer Chevrolet	Lubbock, TX	25,723	**51,446**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,902	**53,804**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
11	1	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,765**	**25,765**
			Gene Messer Chevrolet	Lubbock, TX	25,953	25,953
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,039	26,039
12	2	EA	3/4 Ton, Crew-Cab, Long Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,311**	**64,621**
			Gene Messer Chevrolet	Lubbock, TX	33,266	66,532
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	33,365	66,730
13	1	EA	3/4 Ton, Regular Cab, 4 X 2 Cab-Chassis - Spec 1536-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**19,987**	**19,987**
			Gene Messer Chevrolet	Lubbock, TX	20,208	20,208
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	20,590	20,590
14	2	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1536-4			
			Gene Messer Chevrolet	**Lubbock, TX**	**22,497**	**44,994**
			Sam Pack's Five Star Ford	Carrollton, TX	22,625	45,251
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,879	45,758
15	3	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis with Animal Services Body - Spec 1536-AS			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**44,143**	**132,429**
16	3	EA	3/4 Ton, Ext-Cab, 4 X 4 Cab-Chassis - Spec 1540-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,147**	**75,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,651	76,953
			Gene Messer Chevrolet	Lubbock, TX	26,016	78,048
17	4	EA	1 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1541			
			Gene Messer Chevrolet	**Lubbock, TX**	**23,200**	**92,800**
			Sam Pack's Five Star Ford	Carrollton, TX	23,356	93,425
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,070	96,280
18	2	EA	1 Ton, Regular Cab, 4 X 4 Pickup, Bed Delete - Spec 1541-TR			
			Gene Messer Chevrolet	**Lubbock, TX**	**26,875**	**53,750**
			Sam Pack's Five Star Ford	Carrollton, TX	26,986	53,973
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,995	55,990
19	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**35,227**	**35,227**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	35,526	35,526
			Gene Messer Chevrolet	Lubbock, TX	35,877	35,877
			J&B Trailers and Equipment, Inc.	Lubbock, TX	No Bid	
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	No Bid	
20	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1544			
			Gene Messer Chevrolet	**Lubbock, TX**	**28,767**	**28,767**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	28,810	28,810
			Sam Pack's Five Star Ford	Carrollton, TX	40,625	40,625
21	1	EA	1 Ton, Ext-Cab, 4 X 2 Pickup, Bed Delete - Spec 1548			

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,237**	**23,237**
			Gene Messer Chevrolet	Lubbock, TX	24,877	24,877
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,180	25,180
22	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled - Spec 3513			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**26,283**	**52,567**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,324	54,648
			Gene Messer Chevrolet	Lubbock, TX	27,727	55,454
23	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-CEM			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,115**	**46,230**
			Gene Messer Chevrolet	Lubbock, TX	23,313	46,626
			Sam Pack's Five Star Ford	Carrollton, TX	No Bid	
24	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup - Spec 3513-SRW			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,955**	**51,911**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,533	59,066
			Gene Messer Chevrolet	Lubbock, TX	29,774	59,548
25	1	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-ST			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**28,185**	**28,185**
			Sam Pack's Five Star Ford	Carrollton, TX	28,303	28,303
			Gene Messer Chevrolet	Lubbock, TX	28,709	28,709
26	2	EA	Utility Body per Specification No. NV-38-TR			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**15,895**	**31,790**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	16,859	33,718
			Sam Pack's Five Star Ford	Carrollton, TX	17,256	34,512
27	4	EA	Flat Bed per Speicification No. NV-41			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**1,950**	**7,798**
			Sam Pack's Five Star Ford	Carrollton, TX	2,049	8,196
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	10,600
28	1	EA	Utility Body per Specification No. NV-41-F			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**5,789**
			Sam Pack's Five Star Ford	Carrollton, TX	5,922	5,922
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	6,495
29	1	EA	Flat Bed, General Purpose per Specification No. NV-44			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**2,066**	**2,066**
			Sam Pack's Five Star Ford	Carrollton, TX	2,165	2,165
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	2,650
30	3	EA	Utility Body per Specification No. NV-50			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**17,366**
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	17,769
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	19,485
31	2	EA	Utility Body per Specification No. NV-51			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**11,578**

City of Lubbock, Tx
Fleet Services
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Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	11,846
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	12,990
32	1	EA	Service Body per Specification No. NV-1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**6,812**	**6,812**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,325	7,325
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	7,590	7,590
33	1	EA	Service Body with Flip Top per Specification No. NV-1548			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**6,294**	**6,294**
			Sam Pack's Five Star Ford	Carrollton, TX	6,903	6,903
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,991	6,991
34	2	EA	Dump Body, Metal per Specification No. NV-3513-CEM			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**11,170**
			Sam Pack's Five Star Ford	Carrollton, TX	6,759	13,519
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,581	15,162
35	1	EA	Dump Body, Metal per Specification No. NV-ST-770			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**5,585**
			Sam Pack's Five Star Ford	Carrollton, TX	6,979	6,979
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,981	7,981

Item by Item		
Sam Pack's Five Star Ford	**Carrollton, TX**	**$ 881,996**
Gene Messer Chevrolet	**Lubbock, TX**	**220,311**
Pick Up Pals dba Forman's Pick up Pals	**Lubbock, TX**	**99,435**
Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**74,417**

For Items 6, 9, 16, 19 and 22 Scoggin-Dickey Chevrolet of Lubbock and Items 5,7,8,10,11,12 and 13 Gene Messer Chevrolet bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

Regular City Council Meeting **5. 26.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013348 with Scoggin-Dickey Chevrolet-Buick for light duty vehicles, BID 13-11066-RH.

Item Summary

The purchase order contract is for the following vehicles. The item numbers relate to the bid tabulation that follows:

Item 23: Two 1-Ton, Crew Cab Long Bed Pickups with Bed Delete, Dual Rear Wheeled to have dump beds (Spec NV-3513-CEM Item 34 on this same bid) installed on them for the following departments:

Cemetery – This vehicle replaces a 1994 model. The dump truck will be used to store and haul dirt during grave construction as well as other daily operations.

Park Maintenance – This vehicle replaces a 2002 model. The 1-Ton pickup will be used by the Turf Division of Parks to maintain park grounds. This truck will have a dump bed installed to help deliver dirt to different parks to fill in holes.

Item 25: One 1-Ton, Crew Cab Long Bed Pickup with Bed Delete, Dual Rear Wheeled to have dump bed (Spec NV-ST-770 Item 35 on this same bid) installed on it a for Storm Sewer Maintenance. The vehicle replaces a 2003 model. This truck will be used to haul personnel and materials to job sites (brick, sand, asphalt, signs, barricades, and sandbags). It will also be utilized during snow and ice events with a small salt spreader.

Staff recommends bid award for items 23 and 25 to the lowest bidder meeting specifications, Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas, for $74,415.

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed, Chief Operating Officer

Attachments

Resolution & Purchase Order - Scoggin Dickey

Bid Tabulation

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. 31013348 for the purchase of light duty vehicles as per ITB 13-11066-RH, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Scoggin Dickey-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/03/2013
Order Number 31013348 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 05/01/2013 Freight
Requested 05/01/2013 Taken By D.TORRES
Delivery M.TREVINO / REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
1-Ton Crew Cab, LB w/BedDelete	1.000	23,115.0000	EA	23,115.00	05/01/2013
Spec 3513-CEM					
1-Ton Crew Cab w/Chassis, LB	1.000	28,185.0000	EA	28,185.00	05/01/2013
Bed Delete, DRW, Spec 3513-ST					
1-Ton Crew Cab, LB w/BedDelete	1.000	23,115.0000	EA	23,115.00	05/01/2013
Spec 3513-CEM					
				Total Order	
Terms NET 30				74,415.00	

This purchase order encumbers funds in the amount of $74,415 awarded to Scoggin-Dickey Chevy-Buick of Lubbock, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11066-RH dated December 12, 2012 from Scoggin-Dickey Chevy-Buick of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Purchasing and Contract Management
Light Duty Vehicles-Group 2

BID FORM

In compliance with the **Invitation to Bid 13-11066-RH**, 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 **13-11066-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	½ Ton, Crew Cab, Short Bed 4x2 Pickup, per Specification No. 1525-2	$ 24079	$ 24079	60-90
	Model Year, Brand Name and Model Number: 13 Chevrolet CC10543					
2.	2	Each	½ Ton, Crew Cab, Short Bed 4x4 Pickup, per Specification No. 1525-4	$ 26,418	$ 52,836	60-90
	Model Year, Brand Name and Model Number: 13 Chevrolet CK10543					
3.	5	Each	½ Ton, Ext-Cab, Short Bed 4x2 Pickup, per Specification No. 1526-2	$ 22,025	$ 110,125	60-90
	Model Year, Brand Name and Model Number: 13 Chevy CC10753					
4.	1	Each	½ Ton, Ext-Cab Short Bed 4x4 Pickup, per Specification No. 1526-4	$ 23,565	$ 23,565	60-90
	Model Year, Brand Name and Model Number: 13 Chevy CK10753					
5.	1	Each	3/4 Ton, Regular Cab 4x4 Pickup, per Specification No. 1532-WTR	$ 22,959	$ 22,959	60-90
	Model Year, Brand Name and Model Number: 13 Chevy CK20903					
6.	2	Each	3/4 Ton, Ext-Cab 4x2 Pickup, per Specification No. 1534-2	$ 22,580	$ 45,160	60-90
	Model Year, Brand Name and Model Number: 13 Chevy CC20753					
7.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4	$ 25,457	$ 25,457	60-90

	Model Year, Brand Name and Model Number: 17 Chevy CK20753					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
~~8.~~	~~1~~	Each	~~3/4 Ton, Ext-Cab 4x4 Pickup, per~~ Specification No. 1534-4 Short	$ 34,243	$ 34,243	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK20753					
~~9.~~	~~1~~	~~Each~~	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4 LG (Liftgate)	$ 29,081	$ 29,081	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK20753					
~~10.~~	~~2~~	~~Each~~	3/4 Ton, Crew-Cab, Short Bed 4x2 Pickup, per Specification No. 1535-2	$ 26,902	$ 53,804	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CC20743					
~~11.~~	~~1~~	~~Each~~	3/4 Ton, Crew-Cab, Short Bed 4x4 Pickup, per Specification No. 1535-4	$ 26,039	$ 26,039	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK20743					
~~12.~~	~~2~~	~~Each~~	3/4 Ton, Crew-Cab, Long Bed 4x4 ~~Pickup, per Specification No. 1535-4~~ Long	$ 33,365	$ 66,730	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK20943					
~~13.~~	~~1~~	~~Each~~	3/4 Ton, Regular Cab, 4x2 Cab-Chassis, per Specification No. 1536-2 (to be paired with Specification No. NV-41-F of this bid)	$ 20,590	$ 20,590	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CC20903					
~~14.~~	~~2~~	~~Each~~	3/4 Ton, Regular Cab, 4x4 Cab-Chassis, ~~per Specification No. 1536-4~~ (to be paired with Specification No. NV-51 of this bid)	$ 22,879	$ 45,750	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK20903					
15.	3	Each	3/4 Ton, Regular Cab, 4x4 Cab-Chassis, with Animal Services Body included and installed, per Specification No. 1536-AS	$	$	
Opt 1	3	Each	Dead Animal Box with Lift Gate	$ NO BID	$	
Opt 2	3	Each	Lift System-Slide-out tray for lifting large animals	$	$	
	Model Year, Brand Name and Model Number:					

~~16.~~	~~3~~	~~Each~~	3/4 Ton, Ext-Cab, 4x4 Cab-Chassis, per ~~Specification No. 1540-4~~ (to be paired with Specification No. NV-50 of this bid)	$ 25,651	$ 76,953	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CK 20953~~			
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
~~17.~~	~~4~~	~~Each~~	1 Ton, Regular Cab, 4x4 Cab-Chassis, per Specification No. 1541 (to be paired with Specification No. NV-41 of this bid)	$ 24,070	$ 96,280	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CK 30403~~			
18.	2	Each	1 Ton, Regular Cab, 4x4 Pickup, Bed Delete, per Specification No. 1541-TR (to be paired with Specification No. NV-38-TR of this bid)	$ 27,995	$ 55,990	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CK 30953~~			
~~19.~~	~~1~~	~~Each~~	1 Ton, Crew-Cab, 4x4 Pickup, Dual Rear Wheeled, Bed Delete, per Specification ~~No. 1543~~ (to be paired with Specification No. NV-1543 of this bid)	$ 35,526	$ 35,526	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CK 31043~~			
~~20.~~	~~1~~	~~Each~~	1 Ton, Crew-Cab, 4x4, Cab -Chassis, Dual Rear Wheeled, per Specification No. 1544 (to be paired with Specification No. NV-44 of this bid)	$ 28,810	$ 28,810	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CK 31043~~			
~~21.~~	~~1~~	~~Each~~	1 Ton, Ext-Cab, 4x2 Pickup, Bed Delete, ~~per Specification No. 1548~~ (to be paired with Specification No. NV-1548 of this bid)	$ 25,180	$ 25,180	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CC 30953~~			
~~22.~~	~~2~~	~~Each~~	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled, per Specification No. 3513	$ 27,324	$ 54,648	60-90
	Model Year, Brand Name and Model Number:		~~17 Chevy CC 30953~~			
23.	2	Each	1 Ton, Crew-Cab, Long Bed, Cab-Chassis, Dual Rear Wheeled, per Specification No. 3513-CEM (to be paired with Specification No. NV-3513 of this bid)	$ 23,115	$ 46,230	60-90

	Model Year, Brand Name and Model Number: 17 Chevy CC31003					
~~24.~~	~~2~~	~~Each~~	1 Ton, Crew-Cab, Long Bed, Pickup, per Specification No. 3513-SRW	$ 29,533	$ 59,066	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK30943					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
25.	1	Each	1 Ton, Crew-Cab, Long Bed, Cab-Chassis, Dual Rear Wheeled, per Specification No. 3513-ST (to be paired with Specification No. NV-ST-770 of this bid)	$ 28,185	$ 28,185	60-90
	Model Year, Brand Name and Model Number: 17 Chevy CK31043					
26.	2	Each	Utility Body per Specification No. NV-38-TR (to be paired with Specification No. 1541-TR of this bid)	$ no	$ bid	
	Model Year, Brand Name and Model Number:					
27.	4	Each	Flat Bed per Specification No. NV-41 (to be paired with Specification No. 1541of this bid)	$ no	$ bid	
	Model Year, Brand Name and Model Number:					
28.	1	Each	Utility Body per Specification No. NV-41-F (to be paired with Specification No. 1536 of this bid)	$ no	$ bid	
	Model Year, Brand Name and Model Number:					
29.	1	Each	Flat Bed, General Purpose, per Specification No. NV-44 (to be paired with Specification No. 1544 of this bid)	$ no	$ bid	
	Model Year, Brand Name and Model Number:					
30.	3	Each	Utility Body per Specification No. NV-50 (to be paired with Specification No. 1540-4 of this bid)	$ no	$ bid	
	Model Year, Brand Name and Model Number:					
31.	2	Each	Utility Body per Specification No. NV-51 (to be paired with Specification No. 1536-4 of this bid)	$ no	$ bid	

	Model Year, Brand Name and Model Number:					
32.	1	Each	Service Body per Specification No. NV-1543 (to be paired with Specification No. 1543 of this bid)	$ no bid		
	Model Year, Brand Name and Model Number:					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
33.	1	Each	Service Body with Flip Top, per Specification No. NV-1548 (to be paired with Specification No. 1548 of this bid)	$ no bid		
	Model Year, Brand Name and Model Number:					
34.	2	Each	Dump Body, Metal, per Specification No. NV-3513-CEM (to be paired with Specification No. 3513-CEM of this bid)	$ no bid		
	Model Year, Brand Name and Model Number:					
35.	1	Each	Dump Body, Metal, per Specification No. NV-ST-770 (to be paired with Specification No. 3513-ST of this bid)	$ no bid		
	Model Year, Brand Name and Model Number:					

***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_____ NO X

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

THIS BID IS SUBMITTED BY Scoggin Dickey Chevrolet Buick 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: Scoggin Dickey Chevrolet Buick

Address: 5901 Spur 327

City: Lubbock State: TX Zip 79424

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date_____
Addenda No. 2 Date_____
Addenda No. 3 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. P5126 (Franchised TX dealer)

By _____ Date: 12/13/12

Authorized Representative - must sign by hand

Officer Name and Title: JONAH ZWIACHER, PRESIDENT
Please Print

Business Telephone Number 798-4000 FAX: 798-4080

E-mail Address: mworth@scoggmdickey.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
Janaury 10, 2013

BID 13-11066-RH
Light Duty Vehicles - Group 2

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	1/2 Ton, Crew Cab, Short Bed 4 X 2 Pickup - Spec 1525-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,966**	**$ 22,966**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,079	24,079
			Gene Messer Chevrolet	Lubbock, TX	24,267	24,627
2	2	EA	1/2 Ton, Crew Cab, Short Bed 4 X 4 Pickup - Spec 1525-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,591**	**47,182**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,418	52,836
			Gene Messer Chevrolet	Lubbock, TX	26,566	53,132
3	5	EA	1/2 Ton, Ext-Cab, Short Bed 4 X 2 Pickup - Spec 1526-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**20,064**	**100,321**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,025	110,125
			Gene Messer Chevrolet	Lubbock, TX	23,131	115,655
4	1	EA	1/2 Ton, Ext-Cab Short Bed 4 X 4 Pickup - Spec 1526-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,429**	**22,429**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	23,565	23,565
			Gene Messer Chevrolet	Lubbock, TX	25,272	25,272
5	1	EA	3/4 Ton, Regular Cab 4 X 4 Pickup - Spec 1532-WTR			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,241**	**22,241**
			Gene Messer Chevrolet	Lubbock, TX	22,859	22,859
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,959	22,959
6	2	EA	3/4 Ton, Ext-Cab 4 X 2 Pickup - Spec 1534-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**21,553**	**43,107**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,580	45,160
			Gene Messer Chevrolet	Lubbock, TX	23,750	47,500
7	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,871**	**24,871**
			Gene Messer Chevrolet	Lubbock, TX	25,398	25,398
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,457	25,457
8	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,789**	**32,789**
			Gene Messer Chevrolet	Lubbock, TX	33,954	33,954
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	34,243	34,243
9	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4-LG			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**28,442**	**28,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,081	29,081
			Gene Messer Chevrolet	Lubbock, TX	29,300	29,300
10	2	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 2 Pickup - Spec 1535-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,823**	**49,647**
			Gene Messer Chevrolet	Lubbock, TX	25,723	**51,446**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,902	**53,804**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
11	1	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,765**	**25,765**
			Gene Messer Chevrolet	Lubbock, TX	25,953	25,953
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,039	26,039
12	2	EA	3/4 Ton, Crew-Cab, Long Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,311**	**64,621**
			Gene Messer Chevrolet	Lubbock, TX	33,266	66,532
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	33,365	66,730
13	1	EA	3/4 Ton, Regular Cab, 4 X 2 Cab-Chassis - Spec 1536-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**19,987**	**19,987**
			Gene Messer Chevrolet	Lubbock, TX	20,208	20,208
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	20,590	20,590
14	2	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1536-4			
			Gene Messer Chevrolet	**Lubbock, TX**	**22,497**	**44,994**
			Sam Pack's Five Star Ford	Carrollton, TX	22,625	45,251
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,879	45,758
15	3	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis with Animal Services Body - Spec 1536-AS			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**44,143**	**132,429**
16	3	EA	3/4 Ton, Ext-Cab, 4 X 4 Cab-Chassis - Spec 1540-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,147**	**75,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,651	76,953
			Gene Messer Chevrolet	Lubbock, TX	26,016	78,048
17	4	EA	1 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1541			
			Gene Messer Chevrolet	**Lubbock, TX**	**23,200**	**92,800**
			Sam Pack's Five Star Ford	Carrollton, TX	23,356	93,425
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,070	96,280
18	2	EA	1 Ton, Regular Cab, 4 X 4 Pickup, Bed Delete - Spec 1541-TR			
			Gene Messer Chevrolet	**Lubbock, TX**	**26,875**	**53,750**
			Sam Pack's Five Star Ford	Carrollton, TX	26,986	53,973
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,995	55,990
19	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**35,227**	**35,227**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	35,526	35,526
			Gene Messer Chevrolet	Lubbock, TX	35,877	35,877
			J&B Trailers and Equipment, Inc.	Lubbock, TX	No Bid	
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	No Bid	
20	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1544			
			Gene Messer Chevrolet	**Lubbock, TX**	**28,767**	**28,767**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	28,810	28,810
			Sam Pack's Five Star Ford	Carrollton, TX	40,625	40,625
21	1	EA	1 Ton, Ext-Cab, 4 X 2 Pickup, Bed Delete - Spec 1548			

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,237**	**23,237**
			Gene Messer Chevrolet	Lubbock, TX	24,877	24,877
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,180	25,180
22	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled - Spec 3513			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**26,283**	**52,567**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,324	54,648
			Gene Messer Chevrolet	Lubbock, TX	27,727	55,454
23	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-CEM			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,115**	**46,230**
			Gene Messer Chevrolet	Lubbock, TX	23,313	46,626
			Sam Pack's Five Star Ford	Carrollton, TX	No Bid	
24	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup - Spec 3513-SRW			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,955**	**51,911**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,533	59,066
			Gene Messer Chevrolet	Lubbock, TX	29,774	59,548
25	1	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-ST			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**28,185**	**28,185**
			Sam Pack's Five Star Ford	Carrollton, TX	28,303	28,303
			Gene Messer Chevrolet	Lubbock, TX	28,709	28,709
26	2	EA	Utility Body per Specification No. NV-38-TR			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**15,895**	**31,790**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	16,859	33,718
			Sam Pack's Five Star Ford	Carrollton, TX	17,256	34,512
27	4	EA	Flat Bed per Speicification No. NV-41			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**1,950**	**7,798**
			Sam Pack's Five Star Ford	Carrollton, TX	2,049	8,196
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	10,600
28	1	EA	Utility Body per Specification No. NV-41-F			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**5,789**
			Sam Pack's Five Star Ford	Carrollton, TX	5,922	5,922
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	6,495
29	1	EA	Flat Bed, General Purpose per Specification No. NV-44			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**2,066**	**2,066**
			Sam Pack's Five Star Ford	Carrollton, TX	2,165	2,165
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	2,650
30	3	EA	Utility Body per Specification No. NV-50			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**17,366**
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	17,769
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	19,485
31	2	EA	Utility Body per Specification No. NV-51			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**11,578**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	11,846
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	12,990
32	1	EA	Service Body per Specification No. NV-1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**6,812**	**6,812**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,325	7,325
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	7,590	7,590
33	1	EA	Service Body with Flip Top per Specification No. NV-1548			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**6,294**	**6,294**
			Sam Pack's Five Star Ford	Carrollton, TX	6,903	6,903
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,991	6,991
34	2	EA	Dump Body, Metal per Specification No. NV-3513-CEM			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**11,170**
			Sam Pack's Five Star Ford	Carrollton, TX	6,759	13,519
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,581	15,162
35	1	EA	Dump Body, Metal per Specification No. NV-ST-770			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**5,585**
			Sam Pack's Five Star Ford	Carrollton, TX	6,979	6,979
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,981	7,981

Item by Item		
Sam Pack's Five Star Ford	**Carrollton, TX**	**$ 881,996**
Gene Messer Chevrolet	**Lubbock, TX**	**220,311**
Pick Up Pals dba Forman's Pick up Pals	**Lubbock, TX**	**99,435**
Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**74,417**

For Items 6, 9, 16, 19 and 22 Scoggin-Dickey Chevrolet of Lubbock and Items 5,7,8,10,11,12 and 13 Gene Messer Chevrolet bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

Regular City Council Meeting **5. 27.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013349 with Forman's Pick Up Pals, Inc. for 17 light duty vehicle service bodies or flat beds, BID 13-11066-RH.

Item Summary

The purchase order contract is for the following service bodies or flat beds to be installed on light duty vehicles. The item numbers relate to the bid tabulation that follows.

Item 26: Two utilities bodies to be installed on 1-Ton, Regular Cab 4x4 Pickups, Bed Delete (Spec 1541-TR Item 18 on this same bid) for Traffic Engineering and Water Treatment. The vehicle for Traffic replaces a 2000 model. This vehicle will be used for the transport and storage of counters used daily for traffic and volume counts. The truck is also used to pull the speed radar trailer.
The vehicle for Water Treatment replaces a 2006 model.This vehicle will be used by Water System Mechanics to perform repair work and maintenance at various facilities in the Water Utilities Department.

Item 27: Four flat beds (Spec NV-41) to be installed on 1-Ton, Regular Cab 4x4 Cab Chassis (Spec 1541 Item 17 on this same bid) for the Land Application Site. The vehicles replace three 2008 models and one 2009 model. These vehicles will be used by City employees who operate, monitor, and repair irrigation systems and farm equipment used on the City of Lubbock Land Application Sites.

Item 28: One utility body (Spec NV-41-F) to be installed on a ¾ Ton, Regular Cab Cab Chassis (Spec 1536-2 Item 13 on this same bid) for Park Maintenance. The vehicle replaces a 2002 model. This vehicle will be used by Park employees for maintenance of irrigation systems city wide.

Item 29: One flat bed (Spec NV-44) to be installed on a 1-Ton, Crew Cab 4x4 Pickup with Bed Delete, Dual Rear Wheeled (Spec 1544 Item 20 on this same bid) for Park Maintenance. The vehicle replaces a 2000 model. This truck will be used by employees for pesticide and herbicide applications in the parks.

Item 30: Three utility bodies (Spec NV-50) to be installed on ¾ Ton, Extended Cab 4x4 Cab Chassis (Spec 1540-4 Item 16 on this same bid) for Water Pumping and Control (2) and Water Reservoir (1). The vehicles for Water Pumping and Control replace 2008 models and will be used by Water System Mechanics to perform repair work and maintenance at various facilities in the Water Utilities Department. These facilities are responsible for treating and delivering public drinking water.
The vehicle for Water Reservoir replaces a 2005 model and will be used by the Dam Tender at Lake Alan Henry to perform operations and maintenance on the dam. Activities include hauling equipment in the cargo area and pulling various trailers. Most travel is off-road through heavy brush and over rough terrain.

Item 31: Two utility bodies (Spec NV-51) to be installed on ¾ Ton, Regular Cab 4x2 Cab Chassis (Spec 1536-4 Item 14 on this same bid) for Water Meter and Customer Service. These vehicles replace 2006 models. These vehicles will be used by the water customer service section to place water meters for new customers and to change out water meters and shut-off valves for residential and commercial customers.

Item 33: One service body with flip-top (Spec NV-1548) to be installed on 1-Ton, Extended Cab 4x2 Pickup with Bed Delete (Spec 1548 Item 21 on this same bid) for Facilities Management. The vehicle replaces a 1995 model. Facilities will be using this vehicle as a maintenance truck to haul material and equipment to service maintenance issues at City of Lubbock buildings.

Item 34: Two metal dump bodies (Spec NV-ST-770) to be installed on 1-Ton, Crew Cab Long Bed Pickups with Bed Delete, Dual Rear Wheeled (Spec 3513-CEM Item 23 on this same bid) for Cemetery and Park Maintenance. For Cemetery the vehicle replaces a 1994 model and is used to hold the dirt that is being dug up while the crew is digging a grave and then re-distributed back on top of the grave after the service. For Park Maintenance the vehicle replaces a 2002 model and will be used for by the Turf Division of Parks to maintain park grounds. This truck will have a dump bed installed to help deliver dirt to different parks to fill in holes for safety issues.

Item 35: One dump body to be installed on a 1-Ton, Crew Cab Long Bed Pickup with Bed Delete, Dual Rear Wheeled (Spec 3513-ST Item 25 on this same bid) for Storm Sewer Maintenance. The vehicle replaces a 2003 model. This vehicle will be used to haul personnel and materials to job sites (brick, sand, asphalt, signs, barricades, and sandbags) it will be utilized during snow and ice events with a small salt spreader.

Staff recommends bid award for items 26-31 and 33-35 to the lowest bidder meeting specifications, Forman's Pick Up Pals Inc. of Lubbock, Texas, for $99,435.

A bid tabulation is provided.

Fiscal Impact

The service bodies and flat beds are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed, Chief Operating Officer
Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Forman's
Bid Tabulation

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. 31013349 for the purchase of bodies for light duty vehicles as per ITB 13-11066-RH, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Forman's Pick Up Pals-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/19/2012
Order Number 31013349 000 OP
Branch/Plant 3526

TO: FORMANS PICK UP PALS INC
6810 WAYNE 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 03/29/2013 Freight

Requested 03/29/2013 Taken By R.HOLDER

Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Utility Body	1.000	15,895.0000	EA	15,895.00	08/29/2013
Spec NV-38-TR					
Utility Body	1.000	15,895.0000	EA	15,895.00	08/29/2013
Spec NV-38-TR					
Flat Bed	4.000	1,949.5000	EA	7,798.00	08/29/2013
Spec NV-41					
Utility Body	1.000	5,788.7500	EA	5,788.75	08/29/2013
Spec NV-41-F					
Flat Bed	1.000	2,065.6800	EA	2,065.68	08/29/2013
Spec NV-44					
Utility Body	1.000	5,788.7500	EA	5,788.75	08/29/2013
Spec NV-50					
Utility Body	2.000	5,788.7500	EA	11,577.50	08/29/2013
Spec NV-50					
Utility Body	2.000	5,788.7500	EA	11,577.50	08/29/2013
Spec NV-51					

city of lubbock TEXAS

PURCHASE ORDER

Date - 12/19/2012

Order Number 31013349 000 OP

Branch/Plant 3526

TO: FORMANS PICK UP PALS INC
6810 WAYNE 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 03/29/2013 Freight

Requested 03/29/2013 Taken By R.HOLDER

Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Service Body with Flip Top	1.000	6,293.7500	EA	6,293.75	08/29/2013
Spec NV-1548					
Dump Body, Metal	1.000	5,584.9500	EA	5,584.95	08/29/2013
Spec NV-3513-CEM					
Dump Body, Metal	1.000	5,584.9500	EA	5,584.95	08/29/2013
Spec NV-3513-CEM					
Dump Body, Metal	1.000	5,584.9500	EA	5,584.95	08/29/2013
Spec NV-ST-770					
				Total Order	

Terms NET 30 99,434.78

This purchase order encumbers funds in the amount of $99,434.78 awarded to Formans Pick Up Pals Inc of Lubbock, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11066-RH dated December 11, 2012 from Formans Pick Up Pals Inc., of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
25.	1	Each	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled, per Specification No. 3513-ST (to be paired with Specification No. NV-ST-770 of this bid)		NA	
	Model Year, Brand Name and Model Number:					
26.	2	Each	Utility Body per Specification No. NV-38-TR (to be paired with Specification No. 1541-TR of this bid)	$15,895.00	$31790.00	In stock to 8 wks
	Model Year, Brand Name and Model Number: 2012/2013 Knapheide 696 LPJ w/ factory CRANE MOUNT AND OPTIONS - Ideal UB 3200 XTW CRANE Alt: Bed Knap 696J AT SAME COST					
27.	4	Each	Flat Bed per Specification No. NV-41 (to be paired with Specification No. 1541of this bid)	$1949.50	$7798.80	2 to 5 weeks
	Model Year, Brand Name and Model Number: 2012/2013 PUP Custom Bed By Pick Up Pals					
28.	1	Each	Utility Body per Specification No. NV-41-F (to be paired with Specification No. 1536 of this bid)	$5788.75	$5788.75	In stock to 8 wks
	Model Year, Brand Name and Model Number: 2012/2013 Knapheide 696 LPJ Body w/ options Alt: Bed Knap 696J AT SAME COST					
29.	1	Each	Flat Bed, General Purpose, per Specification No. NV-44 (to be paired with Specification No. 1544 of this bid)	$2065.68	$2065.68	2 to 5 weeks
	Model Year, Brand Name and Model Number: 2012/2013 PUP Custom Bed By Pick Up Pals					
30.	3	Each	Utility Body per Specification No. NV-50 (to be paired with Specification No. 1540-4 of this bid)	$5788.75	$17,366.25	In stock to 8 weeks
	Model Year, Brand Name and Model Number: 2012/2013 Knapheide 696 LPJ Body w/ options Alt: Bed Knap 696J AT SAME cost					
31.	2	Each	Utility Body per Specification No. NV-51 (to be paired with Specification No. 1536-4 of this bid)	$5788.75	$11,577.50	In stock to 8 weeks
	Model Year, Brand Name and Model Number: 2012/2013 Knapheide 696 LPJ Body w/options Alt: Bed Knap 696J AT SAME cost					
32.	1	Each	Service Body per Specification No. NV-1543 (to be paired with Specification No. 1543 of this bid)	$7589.50	$7589.50	In stock to 8 weeks
	Model Year, Brand Name and Model Number: 2012/2013 Knapheide 6108DLPJ OR 6108D54 LPJ w/options Depending on Truck Brand - Alt: Knapheide 6108DJ OR 6108D54J AT SAME COST. Note: City may opt for WIDE Body on NARROW CHASSIS for more space - 6108DLPJ = Chevy @ 89" 6108D54LPJ = Ford/Dodge @ 94"					

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
33.	1	Each	Service Body with Flip Top, per Specification No. NV-1548 (to be paired with Specification No. 1548 of this bid)	$6293.75	$6293.75	In stock to 8 weeks
	Model Year, Brand Name and Model Number:		2012/2013 Knapheide 696FJ w/ options - Alt: Knap 696FJ40 at same cost			
34.	2	Each	Dump Body, Metal, per Specification No. NV-3513-CEM (to be paired with Specification No. 3513-CEM of this bid)	$5584.95	$5584.95	2 to 5 weeks
	Model Year, Brand Name and Model Number:		2012/2013 PUP Custom Dump Bed by Pick Up Pals Ventura Double Acting Subframe Hoist - VC416-SF-ED			
35.	1	Each	Dump Body, Metal, per Specification No. NV-ST-770 (to be paired with Specification No. 3513-ST of this bid)	$5584.95	$5584.95	2 to 5 weeks
	Model Year, Brand Name and Model Number:		2012/2013 PUP Custom Dump Bed by - Pick Up Pals Ventura Double Acting, Subframe Hoist - VC 416 - SF - ED			

***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 0 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 11/30/12
Addenda No. 2 Date 12/3/12
Addenda No. 3 Date 12/5/12
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._____ (Franchised TX dealer)

By _____ Date: 12/11/2012
Authorized Representative - must sign by hand

Officer Name and Title: Trip Forman - president
Please Print

Business Telephone Number 806-794-7444 FAX: 806-798-2558

E-mail Address: tforman3@pickuppals.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
Janaury 10, 2013

BID 13-11066-RH
Light Duty Vehicles - Group 2

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	1/2 Ton, Crew Cab, Short Bed 4 X 2 Pickup - Spec 1525-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,966**	**$ 22,966**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,079	24,079
			Gene Messer Chevrolet	Lubbock, TX	24,267	24,627
2	2	EA	1/2 Ton, Crew Cab, Short Bed 4 X 4 Pickup - Spec 1525-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,591**	**47,182**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,418	52,836
			Gene Messer Chevrolet	Lubbock, TX	26,566	53,132
3	5	EA	1/2 Ton, Ext-Cab, Short Bed 4 X 2 Pickup - Spec 1526-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**20,064**	**100,321**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,025	110,125
			Gene Messer Chevrolet	Lubbock, TX	23,131	115,655
4	1	EA	1/2 Ton, Ext-Cab Short Bed 4 X 4 Pickup - Spec 1526-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,429**	**22,429**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	23,565	23,565
			Gene Messer Chevrolet	Lubbock, TX	25,272	25,272
5	1	EA	3/4 Ton, Regular Cab 4 X 4 Pickup - Spec 1532-WTR			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,241**	**22,241**
			Gene Messer Chevrolet	Lubbock, TX	22,859	22,859
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,959	22,959
6	2	EA	3/4 Ton, Ext-Cab 4 X 2 Pickup - Spec 1534-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**21,553**	**43,107**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,580	45,160
			Gene Messer Chevrolet	Lubbock, TX	23,750	47,500
7	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,871**	**24,871**
			Gene Messer Chevrolet	Lubbock, TX	25,398	25,398
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,457	25,457
8	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,789**	**32,789**
			Gene Messer Chevrolet	Lubbock, TX	33,954	33,954
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	34,243	34,243
9	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4-LG			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**28,442**	**28,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,081	29,081
			Gene Messer Chevrolet	Lubbock, TX	29,300	29,300
10	2	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 2 Pickup - Spec 1535-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,823**	**49,647**
			Gene Messer Chevrolet	Lubbock, TX	25,723	**51,446**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,902	**53,804**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
11	1	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,765**	**25,765**
			Gene Messer Chevrolet	Lubbock, TX	25,953	25,953
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,039	26,039
12	2	EA	3/4 Ton, Crew-Cab, Long Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,311**	**64,621**
			Gene Messer Chevrolet	Lubbock, TX	33,266	66,532
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	33,365	66,730
13	1	EA	3/4 Ton, Regular Cab, 4 X 2 Cab-Chassis - Spec 1536-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**19,987**	**19,987**
			Gene Messer Chevrolet	Lubbock, TX	20,208	20,208
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	20,590	20,590
14	2	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1536-4			
			Gene Messer Chevrolet	**Lubbock, TX**	**22,497**	**44,994**
			Sam Pack's Five Star Ford	Carrollton, TX	22,625	45,251
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,879	45,758
15	3	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis with Animal Services Body - Spec 1536-AS			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**44,143**	**132,429**
16	3	EA	3/4 Ton, Ext-Cab, 4 X 4 Cab-Chassis - Spec 1540-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,147**	**75,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,651	76,953
			Gene Messer Chevrolet	Lubbock, TX	26,016	78,048
17	4	EA	1 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1541			
			Gene Messer Chevrolet	**Lubbock, TX**	**23,200**	**92,800**
			Sam Pack's Five Star Ford	Carrollton, TX	23,356	93,425
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,070	96,280
18	2	EA	1 Ton, Regular Cab, 4 X 4 Pickup, Bed Delete - Spec 1541-TR			
			Gene Messer Chevrolet	**Lubbock, TX**	**26,875**	**53,750**
			Sam Pack's Five Star Ford	Carrollton, TX	26,986	53,973
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,995	55,990
19	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**35,227**	**35,227**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	35,526	35,526
			Gene Messer Chevrolet	Lubbock, TX	35,877	35,877
			J&B Trailers and Equipment, Inc.	Lubbock, TX	No Bid	
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	No Bid	
20	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1544			
			Gene Messer Chevrolet	**Lubbock, TX**	**28,767**	**28,767**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	28,810	28,810
			Sam Pack's Five Star Ford	Carrollton, TX	40,625	40,625
21	1	EA	1 Ton, Ext-Cab, 4 X 2 Pickup, Bed Delete - Spec 1548			

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,237**	**23,237**
			Gene Messer Chevrolet	Lubbock, TX	24,877	24,877
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,180	25,180
22	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled - Spec 3513			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**26,283**	**52,567**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,324	54,648
			Gene Messer Chevrolet	Lubbock, TX	27,727	55,454
23	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-CEM			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,115**	**46,230**
			Gene Messer Chevrolet	Lubbock, TX	23,313	46,626
			Sam Pack's Five Star Ford	Carrollton, TX	No Bid	
24	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup - Spec 3513-SRW			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,955**	**51,911**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,533	59,066
			Gene Messer Chevrolet	Lubbock, TX	29,774	59,548
25	1	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-ST			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**28,185**	**28,185**
			Sam Pack's Five Star Ford	Carrollton, TX	28,303	28,303
			Gene Messer Chevrolet	Lubbock, TX	28,709	28,709
26	2	EA	Utility Body per Specification No. NV-38-TR			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**15,895**	**31,790**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	16,859	33,718
			Sam Pack's Five Star Ford	Carrollton, TX	17,256	34,512
27	4	EA	Flat Bed per Speicification No. NV-41			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**1,950**	**7,798**
			Sam Pack's Five Star Ford	Carrollton, TX	2,049	8,196
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	10,600
28	1	EA	Utility Body per Specification No. NV-41-F			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**5,789**
			Sam Pack's Five Star Ford	Carrollton, TX	5,922	5,922
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	6,495
29	1	EA	Flat Bed, General Purpose per Specification No. NV-44			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**2,066**	**2,066**
			Sam Pack's Five Star Ford	Carrollton, TX	2,165	2,165
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	2,650
30	3	EA	Utility Body per Specification No. NV-50			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**17,366**
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	17,769
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	19,485
31	2	EA	Utility Body per Specification No. NV-51			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**11,578**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	11,846
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	12,990
32	1	EA	Service Body per Specification No. NV-1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**6,812**	**6,812**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,325	7,325
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	7,590	7,590
33	1	EA	Service Body with Flip Top per Specification No. NV-1548			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**6,294**	**6,294**
			Sam Pack's Five Star Ford	Carrollton, TX	6,903	6,903
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,991	6,991
34	2	EA	Dump Body, Metal per Specification No. NV-3513-CEM			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**11,170**
			Sam Pack's Five Star Ford	Carrollton, TX	6,759	13,519
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,581	15,162
35	1	EA	Dump Body, Metal per Specification No. NV-ST-770			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**5,585**
			Sam Pack's Five Star Ford	Carrollton, TX	6,979	6,979
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,981	7,981

Item by Item		
Sam Pack's Five Star Ford	**Carrollton, TX**	**$ 881,996**
Gene Messer Chevrolet	**Lubbock, TX**	**220,311**
Pick Up Pals dba Forman's Pick up Pals	**Lubbock, TX**	**99,435**
Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**74,417**

For Items 6, 9, 16, 19 and 22 Scoggin-Dickey Chevrolet of Lubbock and Items 5,7,8,10,11,12 and 13 Gene Messer Chevrolet bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

Regular City Council Meeting **5. 28.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013285 with Responder Public Safety Equipment for the purchase of vehicle unit storage vaults for police patrol division, BID 13-11069-RH.

Item Summary

The purchase order contract is for the purchase of fifty-one storage vaults to be installed on the 2013 Chevrolet Tahoe Defender vehicles for the police patrol division. The vaults will be used by the patrol officers to store equipment and weapons.

Bids were received from the following companies:

Responder Public Safety Equipment of St. Louis, MO	$ 59,058
Forman's Pick Up Pals of Lubbock, TX	121,877
Forman's Pick Up Pals of Lubbock, TX (Alternate)	137,320

Staff recommends contract award to the lowest bidder, Responder Public Safety Equipment of St. Louis, Missouri, for $59,058.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution - PD
Bid Tabulation - PD

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. 31013285 for the purchase of storage vaults for 2013 Police Tahoes as per ITB 13-11069-RH, by and between the City of Lubbock and Responder Public Safety Equipment of St. Louis, Missouri, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Service

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Responder Public Safety Equip-PurchaseOrd
December 19, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/19/2012
Order Number 31013285 000 OP
Branch/Plant 3526

TO:
RESPONDER PUBLIC SAFETY EQUIPMENT
5941 GARFIELD AVE
ST. LOUIS Missouri 63134

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 12/17/2012 Freight
Requested 12/17/2012 Taken By R.HOLDER
Delivery PER M.TREVINO ITB 13-11069-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Sport Utility Vehicle Storage	51.000	1,158.0000	EA	59,058.00	02/22/2013
Vaults for 2013 Tahoes					

Total Order

Terms NET DUE ON RECEIPT 59,058.00

This purchase order encumbers funds in the amount of $59,058 awarded to Responder Public Safety Equipment of St. Louis, Missouri on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11069-RH dated November 19, 2012 from Responder Public Safety Equipment of St. Louis, Missouri. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

BID FORM
Storage Vaults with Partitions for 2013 Tahoes
City of Lubbock, Texas
ITB No. 13-11069-RH

In compliance with the **Invitation to Bid 13-11069-RH**, 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 **13-11069-RH** 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.	51	Each	Storage Vault with Rear Partition for 2013 Police Patrol Tahoes per the attached specifications, SV-100.	$ 1,158.00	$ 59,058.00	45

***PRICE: F.O.B. Destination, Freight Pre-Paid and Included in the Price Quote**
***Quotes must be submitted on this form to be valid.**
****Days After Receipt of Order (ARO)**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net __ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO X

- If you (the bidder) checked YES, the following will apply:

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

THIS BID IS SUBMITTED BY Responder PSE, LLC a corporation organized under the laws of the State of Missouri, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Responder PSE

Address: 5941 Garfield Ave

City: St. Louis State: MO Zip 63134

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	x	Other (Specify) Veteran

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: 19 Dec 12
Authorized Representative - must sign by hand

Officer Name and Title: Michael Netherton, owner
Please Print

Business Telephone Number 314-635-6501 FAX: _____

E-mail Address: micnet@responderpse.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
January 10, 2013

ITB 13-11069-RH
Sport Utility Vehicle Storage Vaults for 2013 Tahoes

Item	Qty	U/M	Description/Vendor	Unit Cost	Extended Cost
1	51	EA	Sport Utility Vehicle Storage Vaults for 2013 Tahoes		
			Responder Public Safety Equipment, St. Louis, M	**1,158**	**$ 59,058**
			Pickup Pals, Lubbock, TX (Alternate bid)	2,390	121,877
			Pickup Pals, Lubbock, TX	2,693	137,320

Regular City Council Meeting **5. 29.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution – Police: Consider a resolution authorizing the Mayor to execute contract 11036 with G.T. Distributors Inc., for duty and training ammunition, BID 13-11036-TL.

Item Summary

Police duty and training ammunition is necessary to equip, train, and maintain officer proficiency with officers' firearms. The proficiency requirements are mandated by the Texas Commission on Law Enforcement Officer Standards and Education. Police officers are required to qualify twice each year to demonstrate pistol proficiency. Officers are provided training ammunition for qualifications, and the duty ammunition is used and replaced once each year. The Police Department's S.W.A.T team trains twice each month, incorporating firearms training. Officers issued patrol rifles are required to have proficiency training at least twice each year. Officers assigned shotguns are required to participate in proficiency training and qualifications at least once each year. Re-loaded or re-manufactured ammunition is not acceptable due to reliability and liability issues.

Bids were received from the following companies:

GT Distributors Inc. of Austin, TX	$80,106
Precision Delta Corp. of Ruleville, MS	Not Quoted As Specified

Staff recommends contract award to the lowest bidder, G.T. Distributors of Austin, Texas, for $80,106. The contract term is for a period of one year, with the option of two one-year extensions.

Fiscal Impact

$80,106 is included in the FY 2012-13 Police Training Budget.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - GT Distributors

Bid Tabulation - GT Distributors

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. 11036 for duty and training ammunition, by and between the City of Lubbock and GT Distributors of Austin, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-GT Distributors
December 11, 2012

CONTRACT NO. 11036

CITY OF LUBBOCK, TX
CONTRACT FOR
DUTY AND TRAINING AMMUNITION

THIS CONTRACT made and entered into this **10th** day of **January, 2013**, by and between the City of Lubbock ("City"), and **GT Distributors**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for duty and training ammunition for Lubbock Police Department and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said duty and training ammunition.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, duty and training ammunition and more specifically referred to as Items 1 – 4 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one (1) year, with the option of two (2), one (1) year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	1,000,000
Occurrence	
General Aggregate	
Products-Comp/OP AGG	
Personal & Adv. Injury	
Contractual Liability	

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

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

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

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

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

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11036-TL, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis
Chief of Police

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Preston Wheeless
Print Name

2545 Brockton Dr. Suite 100
Address

Austin ,TX 78758
City, State, Zip Code

PRODUCT SPECIFICATIONS FOR 5.56x45mm/.223 RIFLE TRAINING AMMUNITION

CALIBER:	5.56x45mm/.223 caliber Remington
BRAND:	Federal
TYPE:	American Eagle, XM193
BULLET:	55 grain, FMJ BT
CASE:	Reloaded or manufactured casings are unacceptable.
LOT IDENTIFICATION:	Each lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 20 cartridges per box, nor 1000 per case. Each case to be marked with its corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

PRODUCT SPECIFICATIONS FOR .223 RIFLE DUTY AMMUNITION

CALIBER:	.223 Remington
BRAND:	Federal Premium Law Enforcement Ammunition
TYPE:	Tactical TRU, T223E
BULLET:	55 grain, Sierra Gameking BTHP
CASE:	Reloaded or manufactured casings are unacceptable.
LOT IDENTIFICATION:	Each lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 20 cartridges per box, nor 1000 per case. Each case to be marked with its corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

PRODUCT SPECIFICATIONS FOR .308 RIFLE DUTY AMMUNITION

CALIBER:	.308 Winchester
BRAND:	Federal
TYPE:	Match Gold Medal, GM308M
BULLET:	168 grain, Sierra BTHP Match
CASE:	Reloaded or manufactured casings are unacceptable.
LOT IDENTIFICATION:	**All ammunition supplied ABSOLUTELY MUST be from the same lot number.** Lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 20 cartridges per box, nor 1000 per case. Each case to be marked with its corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

PRODUCT SPECIFICATIONS FOR 12 GAUGE SHOTGUN DUTY AMMUNITION

CALIBER:	12 Gauge
BRAND:	Federal
TYPE:	00 Buck, Premium Law Enforcement Tactical, LE13200
BULLET:	2 ¾ Inch, 3 DR. EQ., 9 pellets 00 Buckshot
LOT IDENTIFICATION:	Each lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 5 cartridges per box, nor 250 per case. Each case to be marked with its corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

BID FORM
Duty and Training Ammunition
City of Lubbock, Texas
ITB No. 13-11036-TL

In compliance with the **Invitation to Bid 13-11036-TL**, 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 **13-11036-TL** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UOM	DESCRIPTION	BRAND	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	150,000	Round	.223 caliber rifle training ammo, as specified herein.	Federal XM193	$.2878	$43,170.00	120-180
2.	40,000	Round	.223 caliber rifle duty ammo, as specified herein.	Federal T223E	$.5353	$21,412.00	120-180
3.	15,000	Round	.308 caliber rifle duty ammo, as specified herein.	Federal GM308M	$.7522	$11,283.00	120-180
4.	10,000	Round	12 gauge 00 Buck shotgun ammo, as specified herein.	Federal LE13200	$.4241	$4,241.00	120-180
				Total Cost (Items 1-4)	$ 80,106.00		

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Duty and Training Ammunition for Lubbock Police Department with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services,

at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES X NO _____

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

THIS BID IS SUBMITTED BY GT Distributors, INC a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or individual trading as N/A of the City of _____

Firm: GT Distributors, INC

Address: 2545 Brockton Dr. Suite 100

City: Austin State: TX Zip 78758

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

By _____ Date: 11/28/2012
Authorized Representative - must sign by hand

Officer Name and Title: Preston Wheeless, Bid & Contract Manager
Please Print

Business Telephone Number 800-252-8310 FAX: 800-480-5845

E-mail Address: txsales@gtdist.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
Police Department
Bid Tabulation
January 10, 2013

BID 13-11036-TL
Duty and Training Ammunition

Item	Qty	UOM	Description/Vendor	Location	Unit Price Bid	Extended Cost
1	150,000	Round	.223 Caliber Rifle Training Ammo			
			GT Distributors	**Austin, TX**	**0.29**	**$ 43,170**
			Precision Delta Corp	Ruleville, MS	0.31	NQAS
2	40,000	Round	.223 Caliber Rifle Duty Ammo			
			GT Distributors	**Austin, TX**	**0.54**	**21,412**
			Precision Delta Corp	Ruleville, MS	0.59	NQAS
3	15,000	Round	.308 Caliber Rifle Duty Ammo			
			GT Distributors	**Austin, TX**	**0.75**	**11,283**
			Precision Delta Group	Ruleville, MS	0.74	NQAS
4	10,000	Round	12 Gauge 00 Buck Shotgun Ammo			
			GT Distributors	**Austin, TX**	**0.42**	**4,241**
			Precision Delta Group	Ruleville, MS	0.36	NQAS
			All or None			
			GT Distributors	**Austin, TX**		**$ 80,106**
			Precision Delta Corp	Ruleville, MS		NQAS

*Not Quoted As Specified

Regular City Council Meeting **5. 30.**

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - CitiBus: Consider a resolution authorizing the Mayor to execute a Transportation Development Credit Agreement, TxDOT Project TDC 1301 (05), with the Texas Department of Transportation (TxDOT).

Item Summary

TxDOT is allocating 113,236 Transportation Development Credits (TDC's) to the City of Lubbock Citibus to be used as local match for the FY 2012 Federal Section 5309 State of Good Repair Grant.

The TDC's are awarded to various public transportation agencies to assist with the match of Federal funds for capital projects. Due to the use of TDC's the FY 2012 Section 5309 State of Good Repair Grant will not require a local match from the City of Lubbock.

The agreement shall remain in effect until May 31, 2015.

Fiscal Impact

Acceptance of this agreement will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Agreement - TxDOT

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 Transportation Development Credit Agreement, TxDOT Project # TDC 1301(05), by and between the City of Lubbock and the Texas Department of Transportation, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Citibus- TxDOT Agrmt
December 20, 2012

AGREEMENT: PUBLIC TRANSPORTATION - TRANSPORTATION DEVELOPMENT CREDITS (TDC)
TRANSIT PROVIDER: **Lubbock, City of**
TXDOT PROJECT #: **TDC 1301 (05)**
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TRANSPORTATION DEVELOPMENT CREDITS (TDC) AGREEMENT

THIS TDC AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Lubbock, City of**, called the "Transit Provider."

WITNESSETH

WHEREAS, on May 9, 1995, FTA published notice in the Federal Register describing innovative financing techniques that could be utilized to enhance the effectiveness of capital investment programs; and,

WHEREAS, Title 23 U.S.C. §120(j), as amended by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and Public Law 109-59 (2005), permits states to use certain toll revenue expenditures generated and used by public, quasi-public and private agencies, to build, improve or maintain highways, bridges, or tunnels that serve the public purpose of interstate commerce, provided that the agencies have built, improved or maintained those facilities without federal funds, as credit toward the non-federal matching share of programs authorized by Title 23 (except for the Federal Highway Administration's emergency relief program funds) and for transit programs authorized by Chapter 53 of Title 49; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist agencies in procuring aid for the purpose of establishing and maintaining public and mass transportation projects as defined under Transportation Code Chapter 456; and,

WHEREAS, the Texas Transportation Commission approved Minute Order Number **113236** authorizing the Transit Provider to use TDC towards the non-federal matching share of public transportation projects, allowing these credits to be all or part of the required percent of local matching funds**;**

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This TDC Agreement becomes effective when fully executed by both parties. This TDC Agreement shall remain in effect until **May 31, 2015**, unless terminated or otherwise modified

in an Amendment. Any cost incurred before or after the contract period are ineligible to be reimbursed with TDC.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in Attachment A - Approved Project Description. Attachments A is attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all applicable federal and state laws and regulations.

B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum TDC amount available under this Agreement without modification is **175,000** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in Attachment A.

The original and one copy of the invoice is to be submitted to the following address:

Texas Department of Transportation
Attn: Lynn Castle
Public Transportation Coordinator
135 Slaton Road
Lubbock, Texas 79404-5201

ARTICLE 4. AMENDMENTS

Changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in the above Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS

The Transit Provider binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Transit Provider shall not sign, sublet, or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

_____
Signature

Glen C. Robertson
Typed, Printed, or Stamped Name

Mayor
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

Lynn Castle
Typed, Printed, or Stamped Name

Public Transportation Coordinator
Title

_____
Date

List of Attachments
A – Approved Project Description

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton, Jr.
Citibus Liaison/CD Director

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

City of Lubbock received State of Good Repair funds for the rehabilitation of a maintenance facility. The TDC award will be used as soft match of federal dollars as shown below.

Funding Award Year	Project ID	Project Description	Federal Source	Federal Amount	TDC Award	Match Ratio
FY12	D2012-BUSP-176	Citibus will use funds for the rehabilitation of its maintenance facility, which was originally built in 1932. The rehabilitation of the project will include the replacement of the HVAC, plumbing, carpet, roof, underground storage tanks, garage doors, as well as the reconstruction of maintenance pits.	5309 State of Good Repair	$875,000	175,000	80/20

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 2909-C. Conduct a public hearing to consider the request of CMS Properties, on behalf of S&S Commercial Properties, Ltd., for a zoning change from IHC to A-2 for apartments on 12.195 acres of unplatted land out of Block AK, Section 36, west of Justice Avenue and north of 66th Street, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the property west of Justice Ave. and north of 66th Street to A-2, High-Density Apartment District. The request reinstates a previous case that expired. At the time of the original case, there were several tax credit apartment zone cases. Zone cases for apartments, for several months during that time period, were given zoning reversion conditions.

Proposed Land Use:
The subject property is proposed to be zoned A-2 (High-Density Apartment District.)

Adjacent Land Uses:
North: Commercial, Zoned IHC
South: Residential, Commercial, Zoned A-2 and C-3
East: Commercial, Zoned IHC
West: Commercial, Zoned IHC

Planning and Zoning Commission (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the P&Z.

Impact on the Comprehensive Land Use Plan (CLUP):
The request constitutes a minor change to the CLUP. The CLUP calls for the area to be commercial. If approved, this request will allow for high-density residential development. A prior request for a zone change from IHC to A-2 was approved on April 14, 2011, with the condition that should an apartment complex not be constructed on the A-2 parcel before August 31, 2012, the zoning on that parcel will revert to IHC,Interstate Highway Commercial zoning.

There are numerous apartment tracts in the area. If fully developed, the proposed use will produce an increase in traffic, but the increased traffic should not be enough to be a detriment to the surrounding properties.

P&Z Commission Recommendation:
The P&Z recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 2909-C

Backup - Zone 2909-C

Site Plan - Zone 2909-C

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. 2909-C;** A ZONING CHANGE FROM **IHC** TO **A-2** ZONING DISTRICT ON **12.195 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2909-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **A-2** zoning district on **12.195**

acres of unplatted land out of Block AK, Section 36, City of Lubbock, Lubbock County, Texas, located at **west of Justice Avenue and north of 66th Street.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2909-C
December 4, 2012

EXHIBIT A.

ABACUS ENGINEERING SURVEYING

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

"Count on it"

FIELD NOTES on a 0.145 acre tract out of Section 36, Block AK, Lubbock County, Texas further described by Metes and Bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract which bears N 01°47'12" E(Texas North Central Zone Bearing Basis), 32.00 feet and S 88°12'48" E, 912.05 feet from the Southwest corner of Section 36, Block AK;

THENCE N 01°50'28" E, 8 feet to the Northwest corner of this tract;

THENCE S 88°10'18" E, 792.80 feet to the Northeast corner of this tract;

THENCE S 46°48'50" W, 11.32 feet to a corner of this tract;

THENCE N 88°12'48" W, 784.80 feet to the PLACE of BEGINNING and containing 0.145 Acres including any Right of Way.

These Notes are based on a survey made on the ground.

J. M. Cieszinski, RPLS # 4460
October 26, 2012

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A.

ABACUS ENGINEERING SURVEYING

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

"Count on it"

FIELD NOTES on a 12.050 acre tract out of Section 36, Block AK, Lubbock County, Texas further described by Metes and Bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract which bears N 01°47'12" E(Texas North Central Zone Bearing Basis), 32.00 feet and S 88°12'48" E, 912.05 feet from the Southwest corner of Section 36, Block AK;

THENCE N 01°50'28" E, 656.74 feet to a set 1/2" rod with stainless steel cap for the Northwest corner of this tract;

THENCE S 88°10'18" E, 799.80 feet to a set 1/2" rod with stainless steel cap for the Northeast corner of this tract;

THENCE S 01°50'28" W, 641.16 feet to a set 1/2" rod with stainless steel cap for a corner of this tract;

THENCE S 46°48'50" W, 21.23 feet to a set 1/2" rod with stainless steel cap for a corner of this tract;

THENCE N 88°12'48" W, 784.80 feet to to the PLACE of BEGINNING and containing 12.050 Acres including any Right of Way.

These Notes are based on a survey made on the ground.

J. M. Cieszinski, RPLS # 4460
October 26, 2012

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

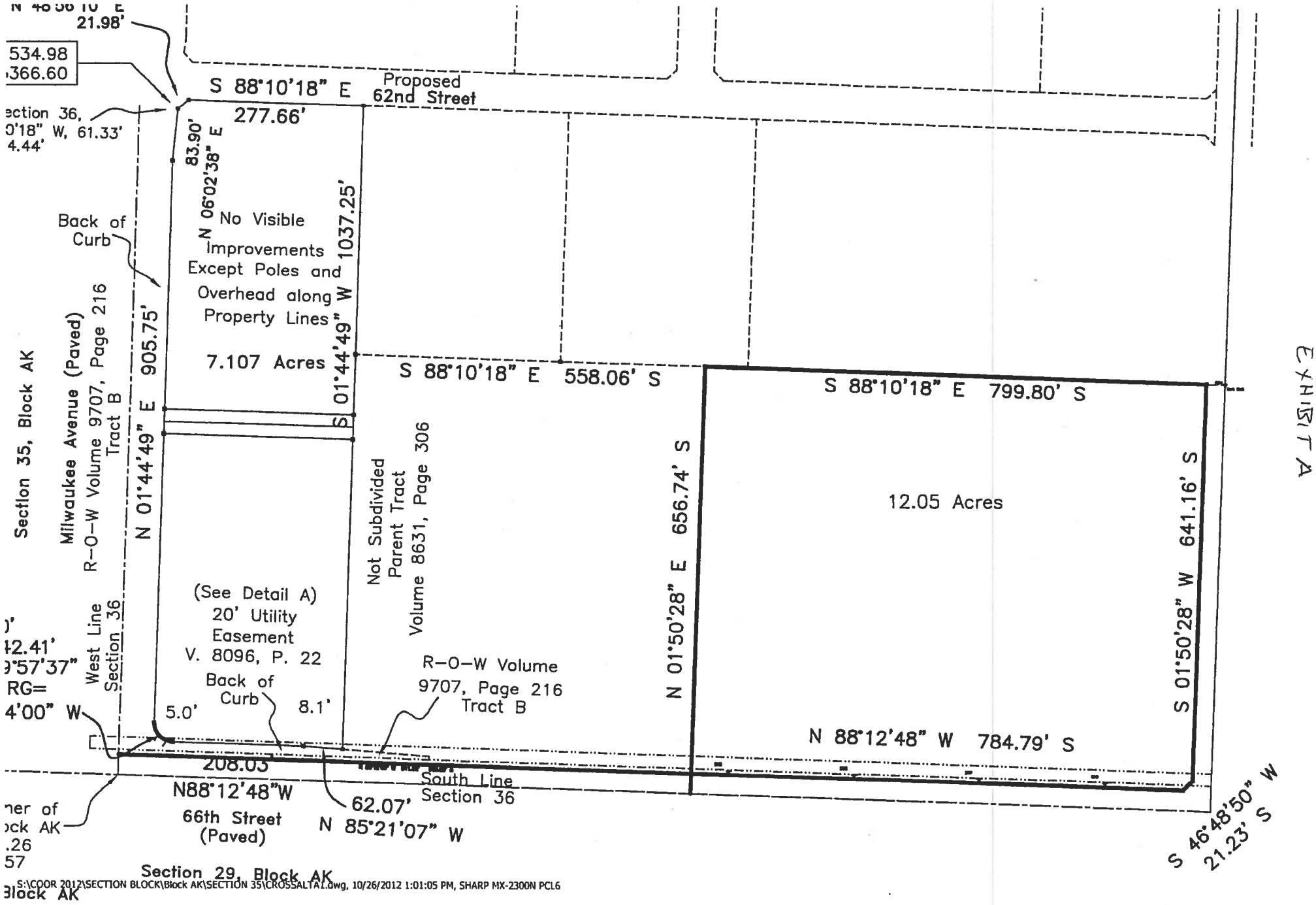
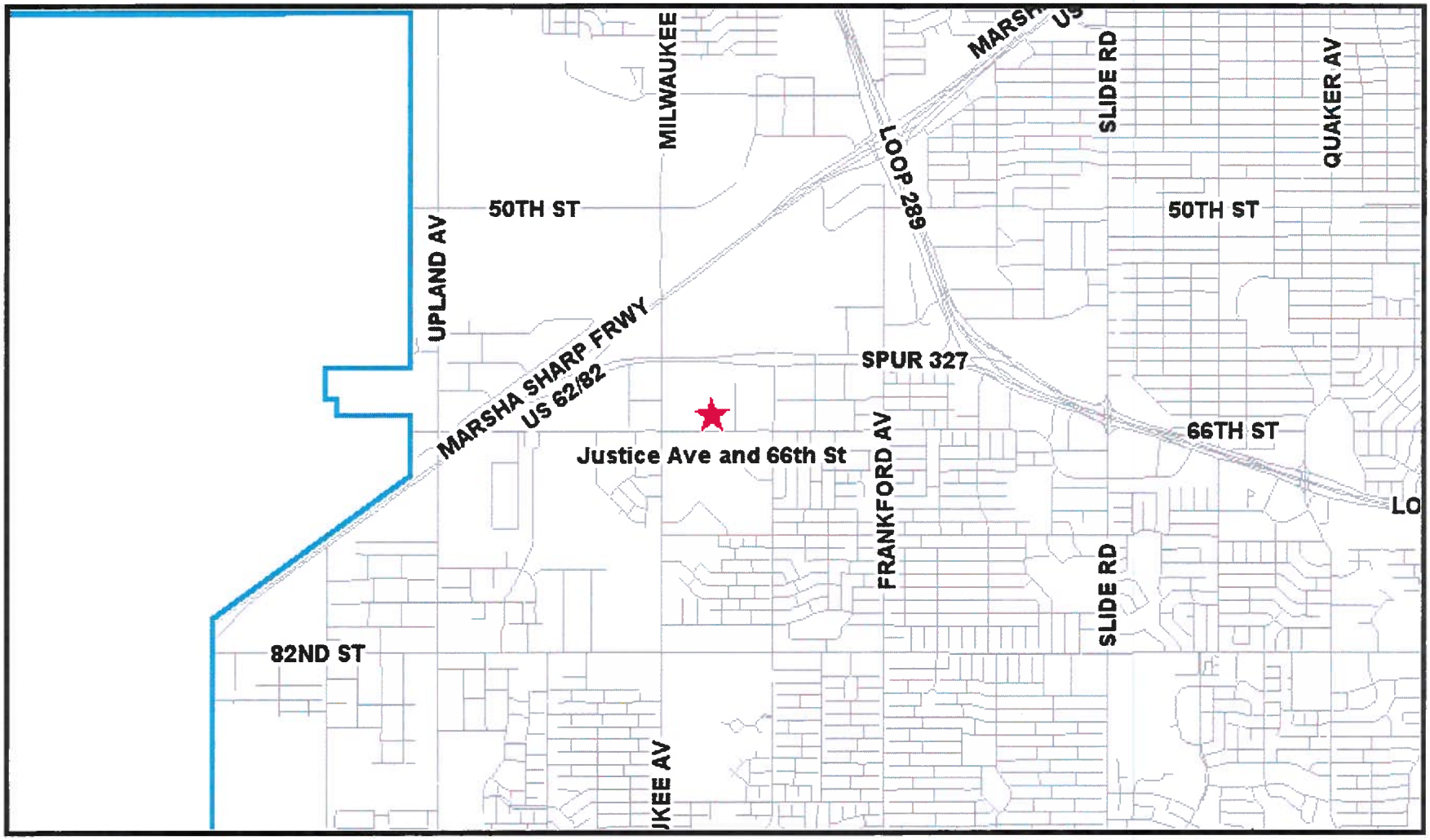
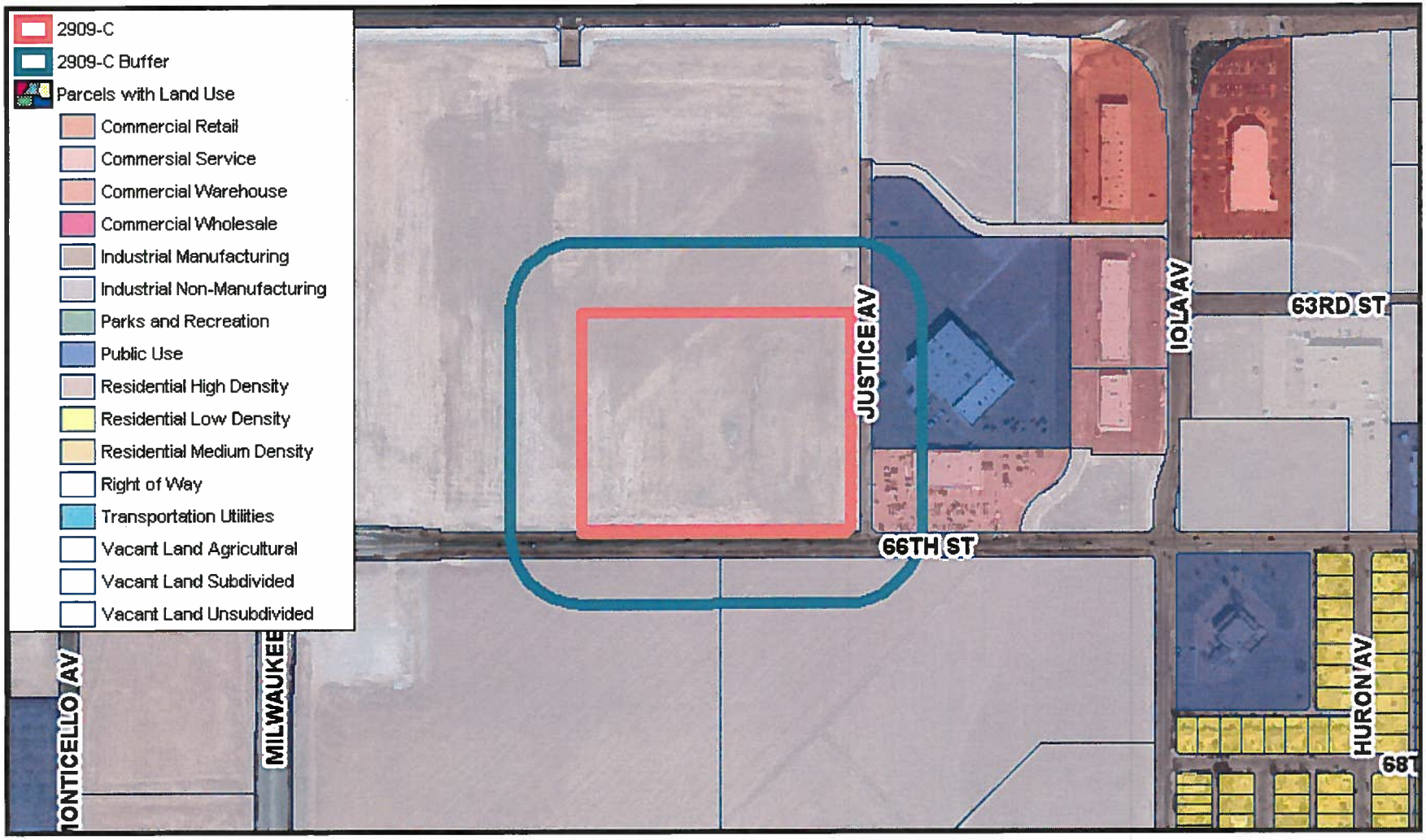

21.98'
534.98
366.60
S 88°10'18" E
Proposed
62nd Street
277.66'
83.90'
N 06°02'38" E
No Visible
Improvements
Except Poles and
Overhead along
Property Lines
1037.25'
S 01°44'49" W
Back of
Curb
Milwaukee Avenue (Paved)
R-O-W Volume 9707, Page 216
Tract B
N 01°44'49" E 905.75'
7.107 Acres
S 88°10'18" E 558.06' S
S 88°10'18" E 799.80' S
Section 35, Block AK
Not Subdivided
Parent Tract
Volume 8631, Page 306
12.05 Acres
N 01°50'28" E 656.74' S
S 01°50'28" W 641.16' S
(See Detail A)
20' Utility
Easement
V. 8096, P. 22
West Line
Section 36
Back of
Curb
5.0'
8.1'
R-O-W Volume
9707, Page 216
Tract B
N 88°12'48" W 784.79' S
208.03
N88°12'48"W
South Line
Section 36
66th Street
(Paved)
62.07'
N 85°21'07" W
S 46°48'50" W
21.23'
Section 29, Block AK
S:\COOR 2012\SECTION BLOCK\Block AK\SECTION 35\CROSSALTA1.dwg, 10/26/2012 1:01:05 PM, SHARP MX-2300N PCL6

EXHIBIT A

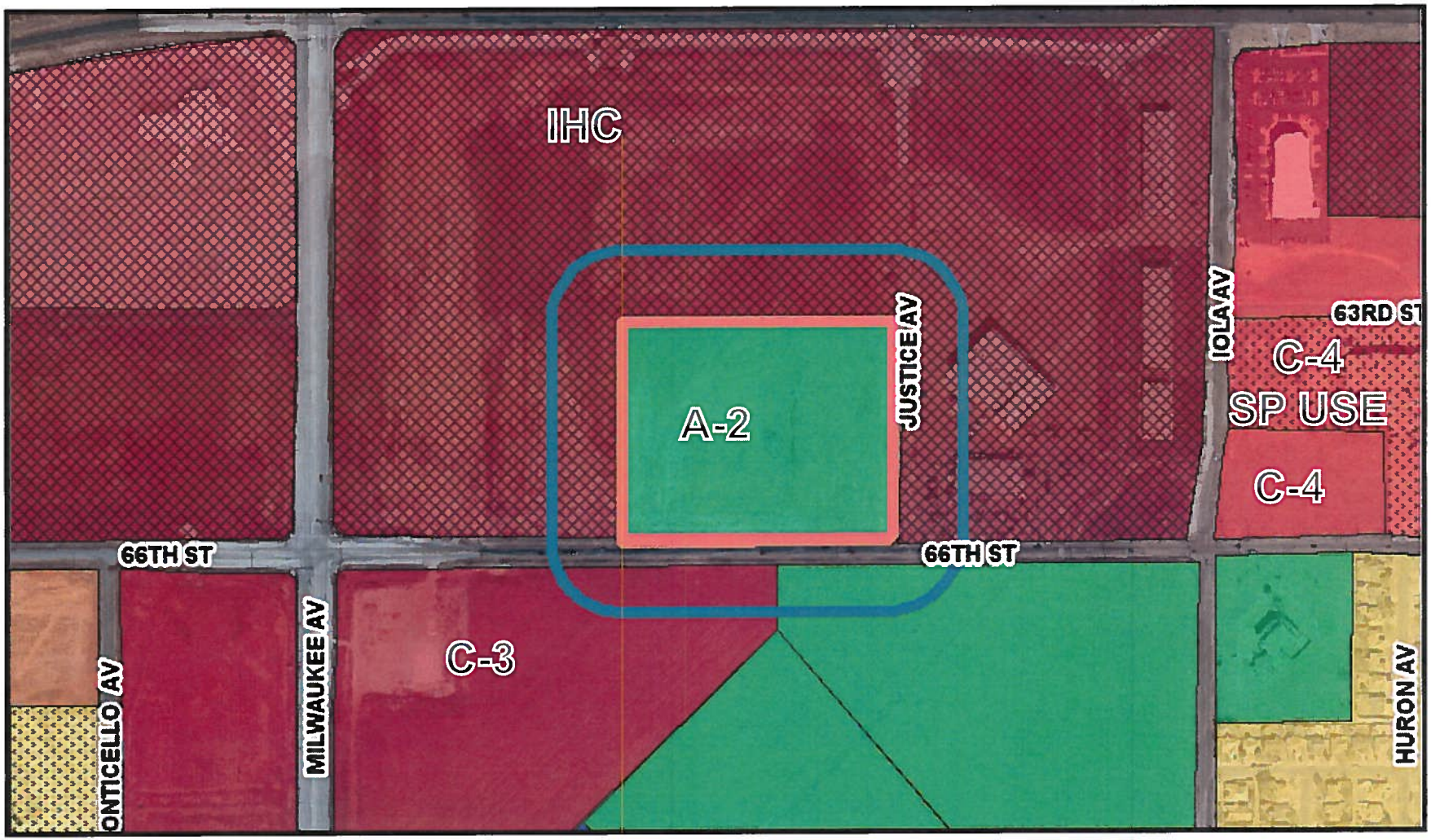


P.Z.C. Case 2909-C



P.Z.C. Case 2909-C

Request of CMS Properties (for S&S Commercial Properties, Ltd.) for a zoning change from IHC to A-2 for apartments, west of Justice Avenue and north of 66th Street



P.Z.C. Case 2909-C Zoning

#215

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) CMS Properties

6306 Iola Suite 200
Street/Post Office Box

Lubbock, Texas 79424
City State Zip

(806) 794-1492
Telephone

For S & S Commercial Properties, Ltd

6306 Iola Suite 200
Street/Post Office Box

Lubbock, Texas 79424
City State Zip

(806) 794-1492
Telephone

Location or Address: West of Justice Ave on 66th

Legal Description:*

Existing Land Use: Ag

Existing Zoning: IHC

Acreage or Square Footage of Property: ~~20.2~~ 12.05 Acres

Zoning Requested: A-2

Proposed Development: Apartments

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

Applicant's Signature

9/10/12
Date

Filing Fee: $535.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Receipt 20737 C# 38825 **For City Use Only** M+B Map 22

Zone Case No.: 2909-C

Agenda No.: 38

Request for zoning change from: IHC

To: A-2

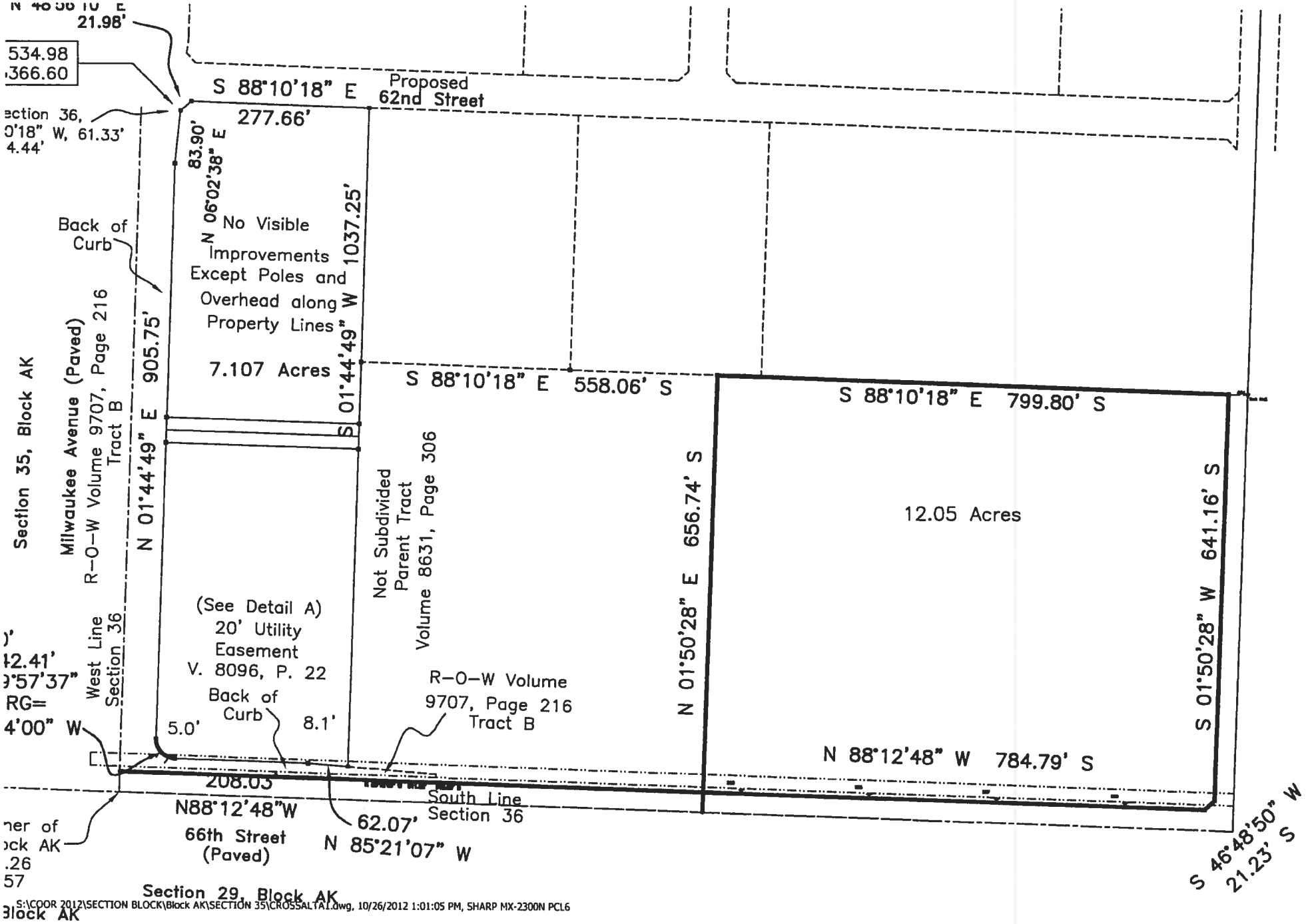
20.2 Acres of unplatted land out of block A-1 section 36

on Lot(s): —

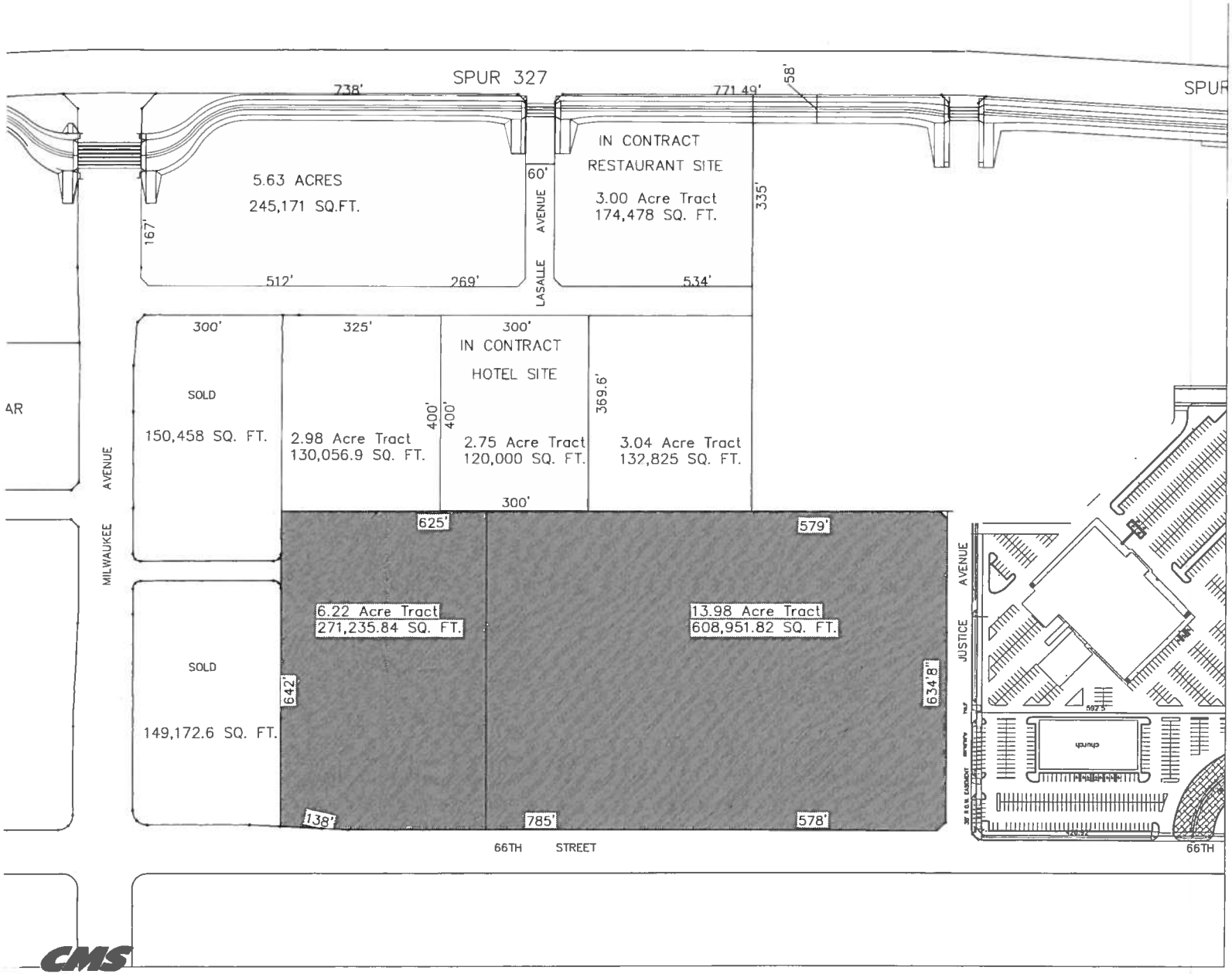
Block(s): —

Subdivision: —

Address: West of Justice Ave
North of 66th St



S:\COOR 2012\SECTION BLOCK\Block AK\SECTION 35\CROSSALTA1.dwg, 10/26/2012 1:01:05 PM, SHARP MX-2300N PCL6



BUILDING AND IMPERVIOUS COVERAGE AREAS 364,367 SQ. FT.
TOTAL LOT AREA 518,142 SQ. FT.; 11.89 ACRES
ALL PAVED AREAS TO BE CONCRETE, I.E. SIDEWALKS, DRIVEWAYS, ETC.

	REQUIRED	PROVIDED
PARKING SPACES	364	454
HANDICAPPED SPACES	9	10

PARKING IS BASED ON LUBBOCK ZONING OF 1–1/2 SPACES FOR EACH ONE BEDROOM UNIT AND 2 SPACES FOR EACH TWO BEDROOM UNIT
HANDICAP SPACES ARE BASED ON TAS REQUIREMENTS

	REQUIRED	PROVIDED
LANDSCAPED AREAS	77,721 SQ. FT.	145,330 SQ. FT
FRONT YARD LANDSCAPING	19,430 SQ. FT.	34,966 SQ. FT

LANDSCAPED AREAS COVER 28% OF LOT

PLAN USE AGREEMENT

By using these plans builder / owner agrees to the following: These plans are the property of CMS Properties, Inc. and are not to be reproduced, traced, or reused for extensions or without the written permission of CMS Properties Inc. These plans are intended to provide the necessary construction information to build this structure. Builder / owner shall verify and check all aspects prior to any construction. Copyright by 2008 CMS Properties Inc.

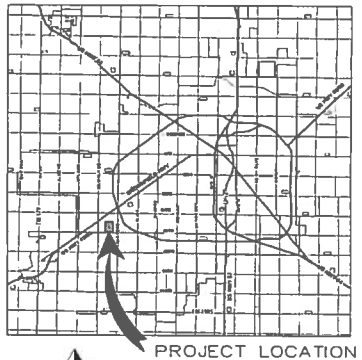
DRAWN BY: CK
DATE: 4/15/11
CHECKED BY:
DATE
FINAL REVIEW BY:
DATE
CONSTRUCTION BY:
DATE

NOTES

1) Contractor shall verify all dimensions prior to beginning construction and notify the Designer of any discrepancies immediately.
2) Contractor shall indicate all openings sizes and locations, notify Designer.
3) All glazing within 2'-0" from each side door shall be tempered.
4) Plumbing work is subcontractor shall be full work.
5) Plans shall conform to the 2012 International Building Code as well as all other applicable local and state governing codes.
6) All work performance shall be finished in a workmanship.
7) GC is responsible for verifying all subcontractors and changes on certain plans / construction drawings.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE, STE # 200
LUBBOCK, TX, 79424
www.CMSPropertiesinc.com

CMS Properties Inc.
66th Street
Lubbock, TX.
Apartments



ZONE

SCALE: NTS

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

1

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2909-C**

In Favor of X

Opposed ____

RECEIVED
DEC 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Randy Bunyard

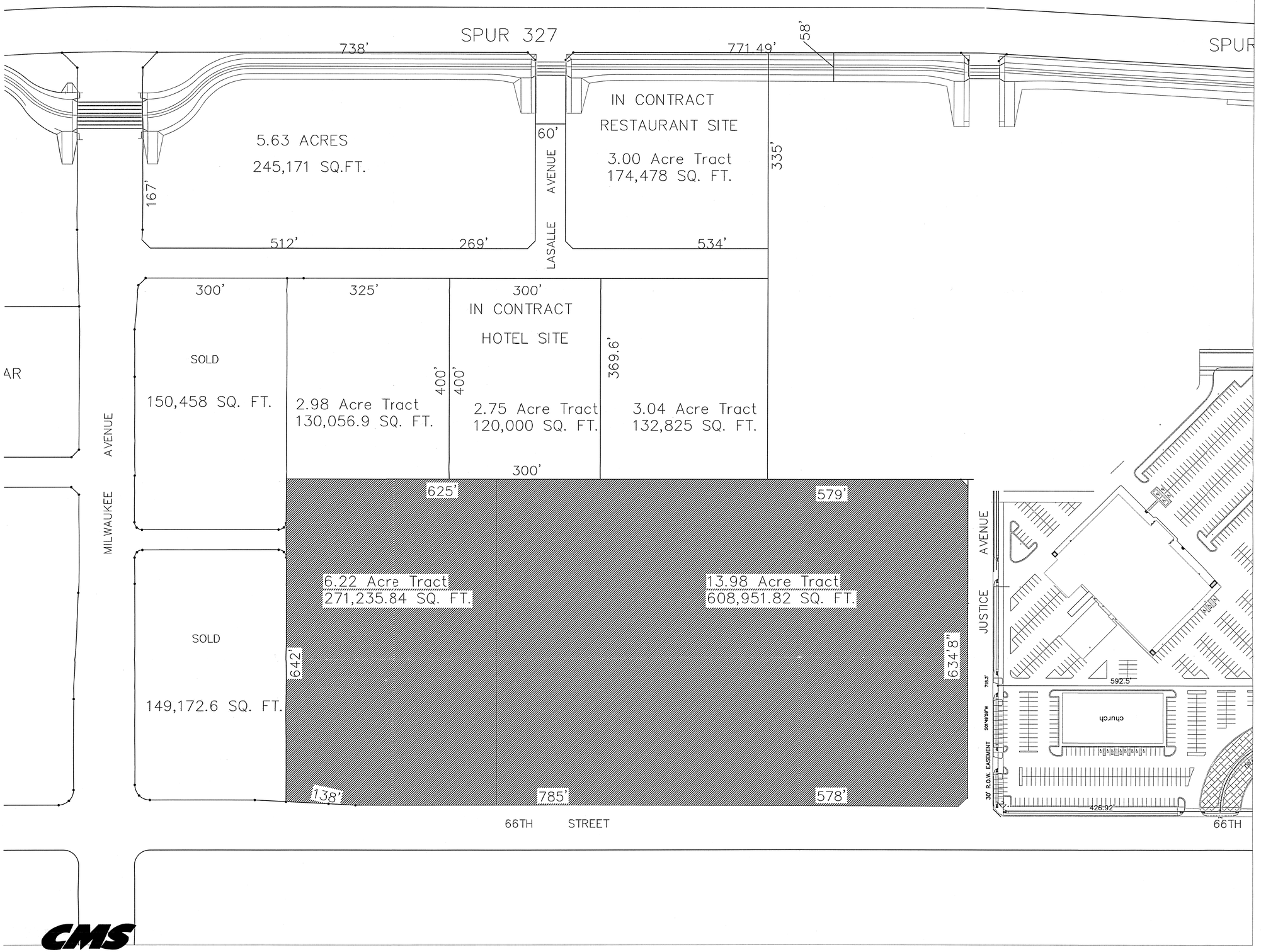
Signature: Randy H. Bunyard

Address: 6108 66th Street

Address of Property Owned: 6108 66th Street

Zone Case Number: 2909-C 83870
HEIGHTS FELLOWSHIP
PO BOX 65600 #1152

LUBBOCK TX 79464



BUILDING AND IMPERVIOUS COVERAGE AREAS 364,367 SQ. FT.
TOTAL LOT AREA 518,142 SQ. FT.; 11.89 ACRES
ALL PAVED AREAS TO BE CONCRETE, I.E. SIDEWALKS, DRIVEWAYS, ETC.

	REQUIRED	PROVIDED
PARKING SPACES	364	454
HANDICAPPED SPACES	9	10

PARKING IS BASED ON LUBBOCK ZONING OF 1-1/2 SPACES FOR EACH ONE BEDROOM UNIT AND 2 SPACES FOR EACH TWO BEDROOM UNIT.
HANDICAP SPACES ARE BASED ON TAS REQUIREMENTS

	REQUIRED	PROVIDED
LANDSCAPED AREAS	77,721 SQ. FT.	145,330 SQ. FT
FRONT YARD LANDSCAPING	19,430 SQ. FT.	34,966 SQ. FT.

LANDSCAPED AREAS COVER 28% OF LOT.

PLAN USE AGREEMENT

By using these plans builder / owner agrees to the following: These plans are the property of CMS Properties Inc. and are not to be reproduced, traced, or reused for construction without the written permission of CMS Properties Inc. These plans are intended to provide the necessary construction information to build this structure. Builder / owner shall verify and check all papers prior to any construction.
Copyright (c) 2010 CMS Properties Inc.

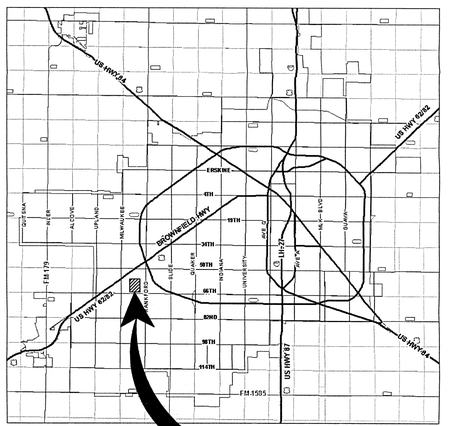
DRAWN BY: CK
DATE: 4/15/11
CHECKED BY:
DATE:
FINAL REVIEW BY:
DATE:
CONSTRUCTION BY:
DATE:

NOTES:

1) Contractor shall verify all dimensions prior to beginning construction or shall notify the Designer of any discrepancies immediately.
2) Contractor shall follow all applicable state and local codes / ordinances.
3) All glazing within 2'-0" from jamb of ext. door shall be tempered.
4) Plumbing walls at ovenmidas shall be 2x6 studs.
5) Plans shall conform to the 2003 International Building Code as well as all other applicable and / or governing codes.
6) All roof penetrations shall be flashed accordingly.
7) G.C. is responsible for notifying all subcontractors of changes or revisions to plans / construction drawings.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE. STE.# 200
LUBBOCK, TX., 79424
www.CMSPropertiesinc.com

CMS Properties Inc.
66th Street
Lubbock, TX.
Apartments



SCALE: NTS

ZONE

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3195. Conduct a public hearing to consider the request of Barbara Beck for a zoning change from T to C-3 for an office/retail center on 8.42 acres of unplatted land out of Block AK, Section 9, 5815 and 5911 130th Street, and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the property at 5815 and 5911 130th Street, FM 1585, from T to C-3. This proposal is across the street from a recently approved zone case for a zone change from Garden Office to Interstate Highway Industrial, which will accommodate an industrial type area with little or no retail commercial.

Proposed Land Use:
The proposed property is currently vacant. The proposal is for the construction of office/retail development.

Adjacent Land Uses:
North: Commercial, Industrial, Zoned C-3 and IHI
South: County, vacant
East: Transitional, Zoned T
West: County

P&Z Public Hearing Notes:
No one other than the applicant appeared before the P&Z.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal represents a minor amendment to the CLUP, in that the proposed commercial extends beyond the 660 feet of policy commercial at the intersection of two thoroughfares, as designated by the CLUP. As part of several annexations from 1999-2008 that brought five miles of FM 1585 into the city limits, Lubbock inherited a considerable number of heavier commercial and industrial uses along that thoroughfare. The fact that many non-traditional thoroughfare uses exist along FM 1585, and will likely continue , should be considered in this zone case. The CLUP has the flexibility to consider variables related to location, topography, adjacent uses and compatibility for any proposed zone case.

The proposal will produce an increase in traffic in the area. Traffic access will be controlled by the Texas Department of Transportation.

P&Z Commission Recommendation:
The P&Z recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3195

Backup - Zone Case 3195

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. 3195;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **8.42 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 9,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3195

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **8.42 acres of**

unplatted land out of Block AK, Section 9, City of Lubbock, Lubbock County, Texas, located at **5815 and 5911 130th Street.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

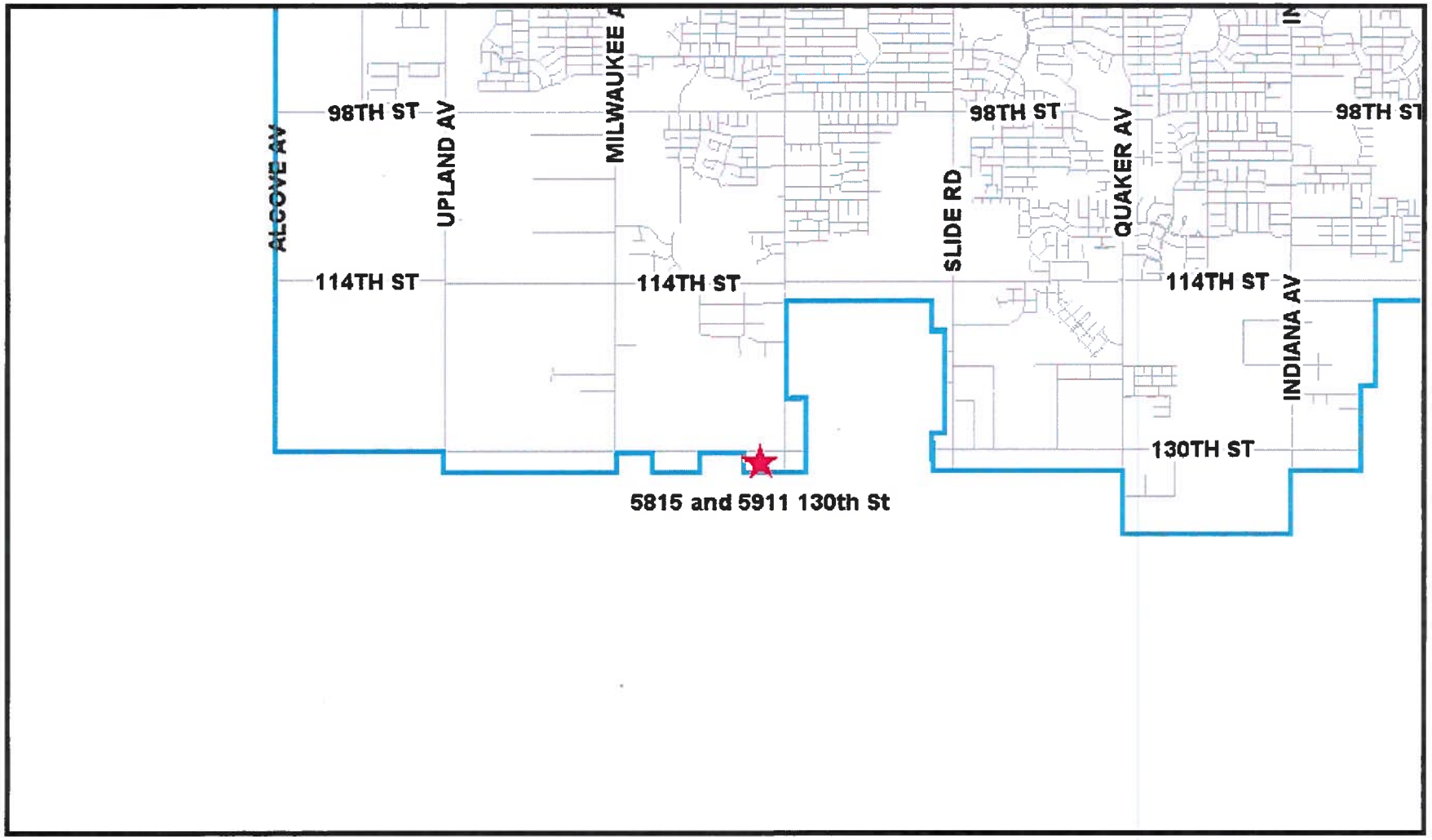
vw/cityatt/Chad/ZoneCase/ZC3195
December 4, 2012

A tract of land out of the Northeast ¼ of Section 9, Block AK, Abstract 161, Certificate 941, E.L. & R.R. Ry. Co. Survey, Lubbock County, Texas, further described by metes and bounds as follows:

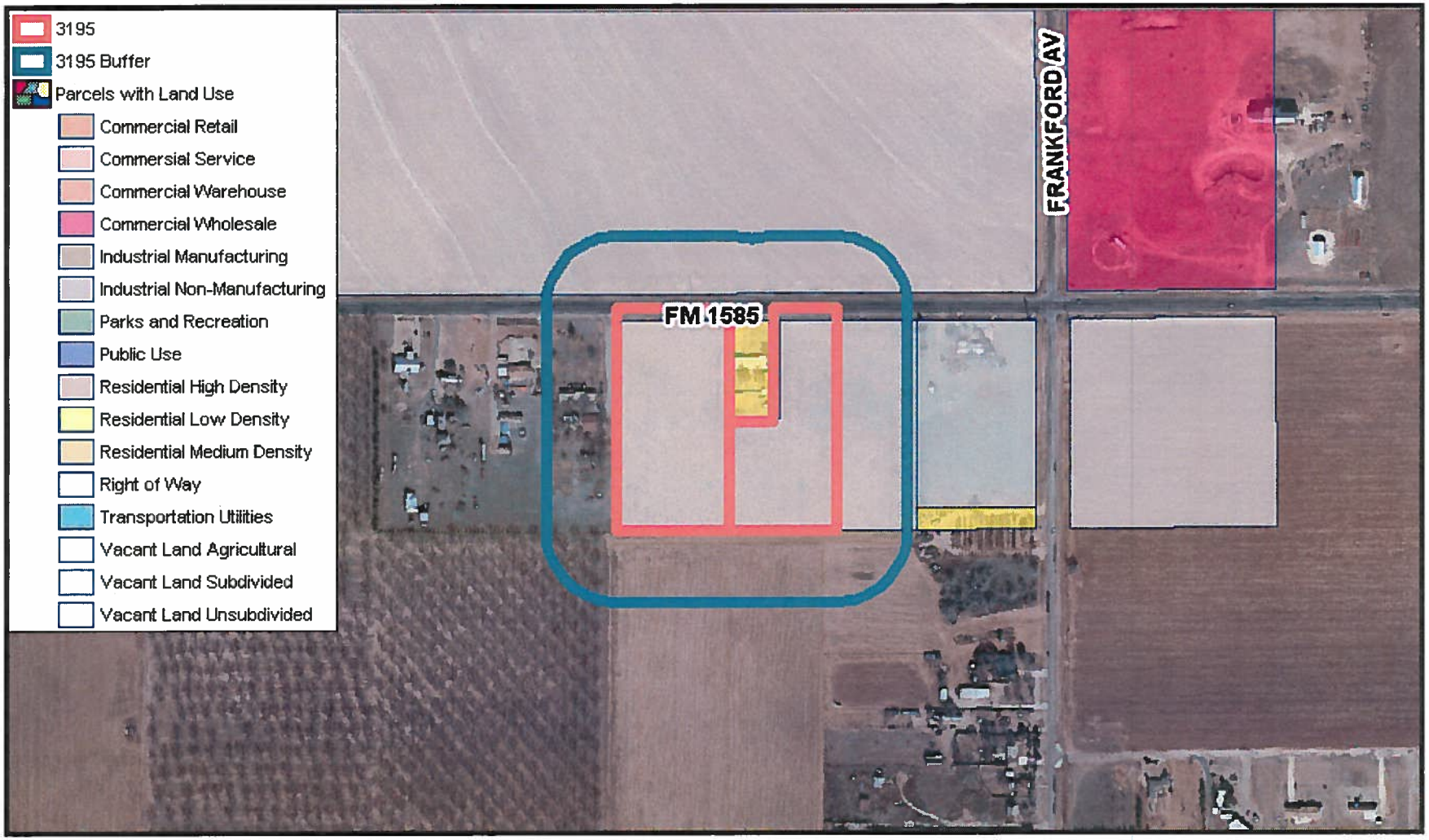
BEGINNING at a point in the North line of Section 9, 950 feet West of its Northeast corner for the beginning and Northeast corner of this tract;
THENCE South 660 feet to a point for the Southeast corner of this tract;
THENCE West 330 feet to a point for the Southwest corner of this tract;
THENCE North 660 feet to the pint in the North Section line for the Northwest corner of this tract;
THENCE East 330 feet along F.M. 1585 to the point of beginning, containing 5 acres of land, more or less.

A 3.74 acre tract of land out of the Northeast ¼ of Section 9, Block AK, Abstract 161, Certificate 941, E.L. & R.R. Ry. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows:

BEGINNING at a point in F.M. 1585, a distance of 637 feet West of the Northeast corner of Section 9, Block AK;
THENCE West a distance of 183 feet;
THENCE South at 40 feet pass a ½" square tube, continuing for a total distance of 335.1 feet;
THENCE West a distance of 130 feet;
THENCE South a distance of 324.9 feet;
THENCE East a distance of 313 feet;
THENCE North a distance of 620 feet pass a ½" square tube continuing for a total distance of 660 feet to the Place of Beginning.

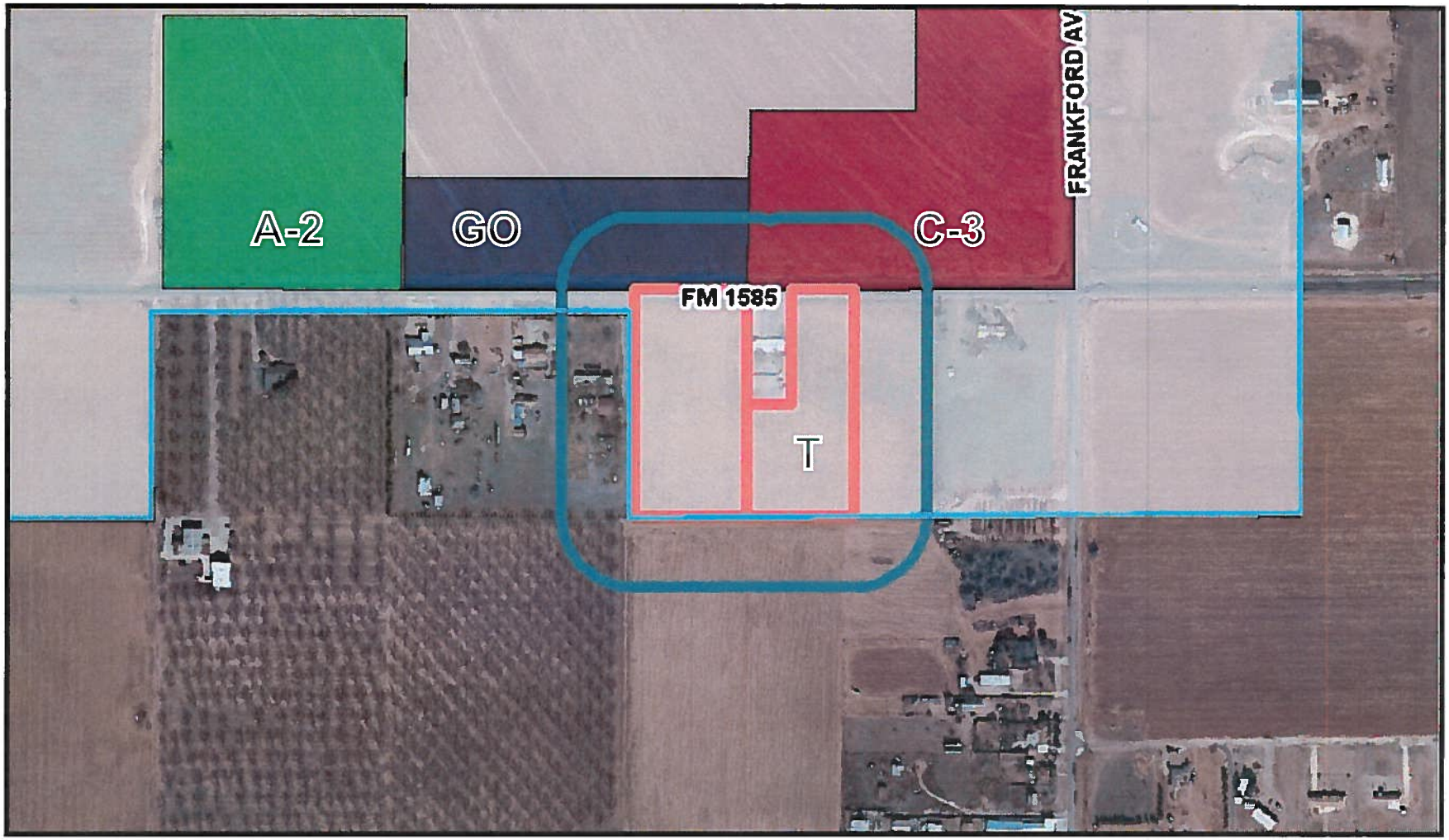


P.Z.C. Case 3195



P.Z.C. Case 3195

Request of Barbara Beck for a zoning change from T to C-3 for an office/retail center, 5815 and 5911 130th Street



P.Z.C. Case 3195 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Barbara Beck + Linda Wall
1404 77th
Street/Post Office Box
Lubbock Tx 79423
City State Zip
(806) 670-7417
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: W of 1685 and Frankford - Between 6802 & 6002 130th

Legal Description:* BLK AK SEC 9 AB 161 TR 25 ACS: 4.69

Existing Land Use: Ag **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 4.69 ACS

Zoning Requested: X C-3

Proposed Development: Office/Retail Strip Center

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

Barbara Beck + Linda Wall
Applicant's Signature

Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

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

Receipt 20787 Ck# 405 **For City Use Only** MAB map 42

Zone Case No.: 3195 **Agenda No.:** _____

Request for zoning change from: T **To:** C-3

8.42 acres of unplatted land out of block AK sect 9

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 5815 and 5911 130th St

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Barbara Beck + Linda Wall **For** _____

1404 77th
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 670-7417
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: W of 1585 and Frankford - Between 5802+6002 130 ft

Legal Description:* BLK AK SEC 9 AB 161 TR 4A ACS: 3.57

Existing Land Use: Ag **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 3.94 acres (3.74)

Zoning Requested: X C-3

Proposed Development: Office/Retail Strip Center

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

Barbara Beck + Linda Wall
Applicant's Signature

Date

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

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

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.: 3195**

In Favor of X

Opposed ___

RECEIVED
DEC 06 RFC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Tommie Noblett

Signature: Tommie Noblett

Address: 5901 130th St.

Address of Property Owned: Lubbock, Tx 79424

Zone Case Number: 3195 90495
NOBLETT, WILLIE T
5901 130TH

LUBBOCK TX 79424

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3197. Conduct a public hearing to consider the request of Shannon Vyff for a zoning change from R-1 to R-1 Design Historical for the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition (2014 17th Street), and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone a property from R-2 to R-2 Design Historic.

Proposed Land Use:
The use of the home will not change. The base land use zoning will remain R-2.

Adjacent Land Uses:
The property is in the middle of a neighborhood zoned R-2.

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant was present.

Impact on the Comprehensive Land Use Plan (CLUP):
There will be no impact on the CLUP.

To acquaint Council with the portion of the Zoning Code governing Design Historic Zoning, please consider:
"Historical Preservation and Urban Design District - Sec. 40.03.3211
The purpose of this district is to provide means by which citizens can initiate action to preserve archeological, historical, cultural, architectural, and landscape architectural landmarks as part of the heritage of this city. This district provides all standards, rules, regulations and other administrative procedures necessary for its implementation as part of this section [division]. As such, it is to be construed in harmony with the purposes and general objectives stated in the zoning code."

The Design Historic designation is an overlay zoning. The base zoning district does not change and the use of the property is not affected. The overlay district simply provides protection, through zoning and the Urban Design and Historic Preservation Commission, for the property to maintain its historic nature and context.

2014 17th Street Landmark Designation:
Of the 13 criteria in the code, only one is required to designate the property as a landmark. The Urban Design Historic Preservation Commission chose the following six criteria for this properties designation:

(1) Character, interest or value as part of the development, heritage or cultural characteristics of the City of Lubbock, State of Texas, or the United States.

(4) Identification as the work of an architect, landscape architect, or master builder whose individual work has influenced the development of the city.

(9) Exemplification of the cultural, economic, social, ethnic or historical heritage of the city, state, or the United States.

(11) Identification with a person or persons who significantly contributed to the culture and development of the city, state or the United States.

(12) A building, structure, or landscape development that because of its location has become of value to a neighborhood, community area, or the city.

(13) Value as an aspect of community sentiment or public pride.

Criteria Description
The home was built in 1937 and has a few characteristics of a Colonial Revival or Georgian Revival. The garage apartment was also built in 1937. There have been a few additions to the property since then, including a significant addition and remodel in 1952. The home was originally built for William Atkins, by Robert Maxey. Joseph Bailey purchased the home in 1944 and had Sam L Kelisky design a remodel and addition to the home. Below is more information for each of these key persons to this property and Lubbock.

William B Atkins, August 1, 1873-February 5, 1957, was a prominent businessman in Lubbock and spent much of his time promoting the growth of Lubbock. He was the manager of Higginbotham-Bartlett Lumber Company and Lubbock Sash and Door Company, as well as V.P. of T R Prideaux Lumber and Supply Company. He served on the Lubbock School District Board of Trustees from 1920 to 1942.

Robert Maxey, of Maxey Lumber Company, was the contractor for the original home.

In 1944 Mr. and Mrs. Joseph Bailey purchased the home. Mr. Bailey was a line type operator for the Lubbock Avalanche Journal.

Sam L Kelisky designed the remodel/addition in 1952. During this remodel the brick and iron work were added. Previously the siding was clapboard style wood siding. Kelisky was born in Russia and eventually moved to Lubbock in 1937.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Urban Design and Historic Preservation Commission
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3197
Backup - Zone Case 3197
Pictures - Zone Case 3197

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. 3197;** A ZONING CHANGE FROM **R-1** TO **R-1 DESIGN HISTORICAL** ZONING DISTRICT ON **THE EAST 40 FEET OF LOT 17 AND LOT 18, BLOCK 46, OVERTON ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed landmark designation as hereinafter made has been duly presented to the Urban Design and Historic Preservation Commission and such Commission, after public hearing, has made its recommendation in favor of such designation to the Planning and Zoning Commission; and

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; and

WHEREAS, the Atkins House was built in 1937 at 2014 17th Street; and

WHEREAS, the house was built for William B. Atkins, who was the manager of Higginbotham-Bartlett Lumber Company and Lubbock Sash and Door Company, as well as V.P. of T.R. Prideaux Lubbock and Supply Company; and

WHEREAS, the house was remodeled (exterior) with an addition in 1952 under the lead of architect Sam L. Kelisky; and

WHEREAS, the owner has consented to the proposed historic landmark designation pursuant to Section 40.03.3219(a) of the Code of Ordinances, as evidenced by the letter attached hereto as Exhibit "A".

NOW THEREFORE:

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

ZONE CASE NO. 3197

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Sections 40.01.005 and 40.03.3214 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1 Design Historical** zoning district on **the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition,** City of Lubbock, Lubbock County, Texas located at **2014 17th Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the ornamental iron columns on the porch are to remain on the structure and be preserved in their present form;**

2. **THAT the single color brick is not to be painted and is to remain the same;**

3. **THAT the brick details above all windows are to remain on the structure and be preserved in their present form.**

SECTION 2. THAT any new buildings or structures within this historic landmark district shall be architecturally compatible with the historic landmark structure therein, in terms of style, color, materials, texture, and basic form as found in the following style:

Georgian Revival as described in the booklet, "Architecture in Lubbock: A Guide for Identification and Preservation," First Edition, 1979.

SECTION 3. THAT incorporated by reference into this Ordinance, and by attaching hereto, are photographs of the building as it presently appears. Said photographs shall be used to indicate the degree of alteration which has already occurred and the degree of preservation of the original structure. These photographs shall be further described in Exhibit "B" attached hereto.

SECTION 4. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3197
December 4, 2012

Andrew Paxton - 2014 17th ST

From: Shannon <shannonvyff@yahoo.com>
To: Andrew Paxton <APaxton@mail.ci.lubbock.tx.us>
Date: 8/12/2012 3:18 PM
Subject: 2014 17th ST

To Whom it May Concern,

I'm writing to request a viewing with the Urban Design Historic Preservation Commission of Lubbock at their next meeting, this September or otherwise of 2012. I would like to present the case for my home, 2014 17th ST 79401 of Lubbock TX qualifies for Historical Home Preservation Status.

Thank you.

Sincerely,

Ms. Shannon Vyff
Director of Religious Education
First Unitarian Universalist Church of Lubbock
Cell: (806) 445-6417



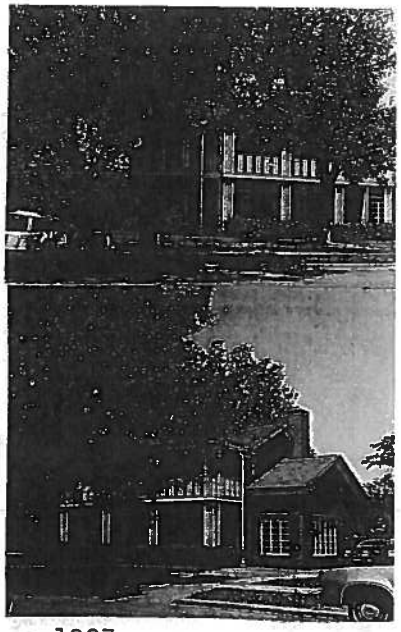












OVERTON SOUTH STUDY: 1978

I. IDENTIFICATION

A. Name: Bailey House

B. Other name:

C. Street address: 2014 17th

D. Legal address: E. 40' L. 17 & L. 18, Blk. 46

II. ARCHITECTURAL DATA

A. Style:

B. Architect or builder, date: Robert E. Maxey, contractor, 1937

C. Quality of original workmanship
(good, fair, poor)

D. Quality of later workmanship
(good, fair, poor)

E. Description:
Two story brick veneer house with wood shake shingles on gable roof. Note wrought iron work on two level porch and entrance with pilasters and side lights with tracery.

F. Description of accessory buildings:
Two story garage apartment. Second building with pool.

G. Significant landscape features:
One deciduous shade tree next to street and another in front yard. Low hedge maintained along front porch. Lawn on west side with large pecan tree.

H. Physical condition:

1. Structural soundness of building (good, fair, poor)

2. Exterior maintenance (good, fair, poor)

3. Interior maintenance (good, fair, poor)

4. Site maintenance (good, fair, poor)

5. Maintenance of accessory buildings (good, fair, poor)

1HW = 8463
1HW
W.W. Pipkin 2141 570 6956

III. HISTORICAL DATA

W.B. Atkins to construct a garage and apartment at 2014 17th on April 20, 1937 for $1,800.

IV. LAND USE DATA

A. Current zoning: R-2

B. Present use: residential

C. Type of business:

D. Owner/renter occupancy: owner

E. Single family or multi-family occupancy: single family plus rear unit

F. Number of units: one house, one apartment

G. Approximate number and age of occupants:

H. Description of street and street furnishings:
Asphalt street; sidewalk in good repair.

V. RATING AND STATEMENT OF SIGNIFICANCE

A. Architectural merit (low, medium, high)

B. Historical merit (low, medium, high)

C. Comments on historical and architectural ratings:
Interesting combination of stylistic features.

VI. REFERENCES

Lubbock County Mechanics Liens Records, Vol. 19, p. 130.
City of Lubbock Tax Records.
lubbock, Evening Journal, April 20, 1937

LUBBOCK COUNTY MECHANIC'S LIENS

VOLUME 19 PAGE 130

LEGAL DESCRIPTION LOT 184 E10'17 BLOCK 46 ADDITION OVERTON

ADDRESS 2014 - 17th

SOURCE: ✓ SANBORN MAP 1940 ○ R.O.W. MAP

OWNER W.B & ALLENE WEST ATKINS

CONTRACTOR ROBERT E. MAXEY

DESCRIPTION NO DESCRIPTION

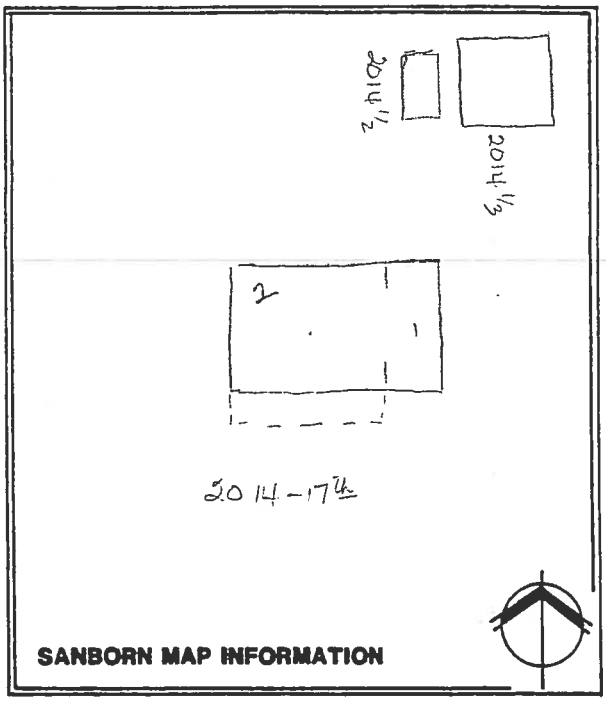
DATE 4/14/37 PRICE $6500

○ 1975 HISTORICAL ○ ARCHITECTURAL

○ VALUABLE STYLE? _____

○ POTENTIALLY VALUABLE

○ OVERTON SOUTH ○ NO SURVEY



FIND A GRAVE

Actions
Begin New Search
Refine Last Search
Cemetery Lookup
Add Burial Records
Help with Find A Grave

Find all **Atkins**es in:
- City of Lubbock Cemetery
- Lubbock
- Lubbock County
- Texas
- Find A Grave

Top Contributors
Success Stories
Discussion Forums
Find A Grave Store
Support Find A Grave

Log In

Sponsor This Memorial!
Click Here
Advertisement

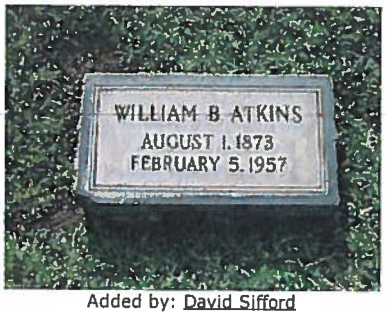
William B. Atkins

Learn about sponsoring this memorial...

Birth: Aug. 1, 1873
Death: Feb. 5, 1957

Burial:
City of Lubbock Cemetery
Lubbock
Lubbock County
Texas, USA
Plot: Block 14

Created by: David Sifford
Record added: Aug 29, 2003
Find A Grave Memorial# 7804484



Added by: David Sifford



Added by: David Sifford



Cemetery Photo
Added by: Dennis Deel

Add a photo for this person | Request A Photo

Photos may be scaled.
Click on image for full size.

-Anonymous
Added: Dec. 23, 2008

Leave flowers and a note

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 2895-I. Conduct a public hearing to consider the request of Betenbough Homes for a zoning change from R-1 Specific Use to GO on 1.7429 acres of unplatted land out of Block AK, Section 28 (east of Milwaukee Avenue at 88th Street), and consider an odrinance.

Item Summary

Proposed Land Use:
The proposed land use is for Garden Offices.

Adjacent Land Uses:
North: C-3(Commercial General Retail District) – Wal Mart and other retail.
South: GO (Garden Office District) – Undeveloped.
East: R-1 (Single Family Residential) Specific Use with reduced setbacks for Garden Homes.
West: R-1 Specific Use with reduced setbacks.

Planning and Zoning (P&Z) Public Hearing Notes:
One property owner within the two-hundred foot notification area replied in favor, and none replied in opposition. There was minor dialogue between the Planning staff and the Planning and Zonning Commission regarding the positive effect the change would have in the general vicinity.

Impact on the Comprehensive Land Use Plan (CLUP):
The CLUP provides for a buffer district between commercial and residential and, in recent years, an increasing amount of buffer zoning along thoroughfares in order to provide a sound buffer for residential areas from the adjacent thoroughfare.

The proposed area along Milwaukee will match what is currently zoned Garden Office south to 92nd St. Similar Garden Office zoning is being constructed and developed along Quaker Avenue south of the Market Street Shopping Center, along the west perimeter of the Orchard Park subdivision. The proposed development will provide space for professional offices such as dentists, insurance agents, architects, and engineers.

The three lots are proposed by the developer and supported by the planning staff to be limited to two curb returns or one full and one shared approach.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assisstant City Manager
Planning and Zoning Commission, along with staff, recommends the request for approval with the following condition:

1.) The properties shall have a maximum of 2 approaches.

Attachments

Ordinance - Zone Case 2895-I
Backup - Zone Case 2895-I

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. 2895-I;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **1.7429 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28,** 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2895-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **GO** zoning district on **1.7429 acres of unplatted land out of Block AK, Section 28,** City of Lubbock, Lubbock County, Texas located at **east of Milwaukee Avenue at 88th Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change shall be limited to two (2) curb cuts or one full curb cut and one shared curb cut with the property to the south.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2895-1
December 4, 2012

DESCRIPTION FOR RE-ZONING REQUEST:

A 1.7429 ACRE TRACT OF LAND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 37.421 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2008002690 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 1.7429 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

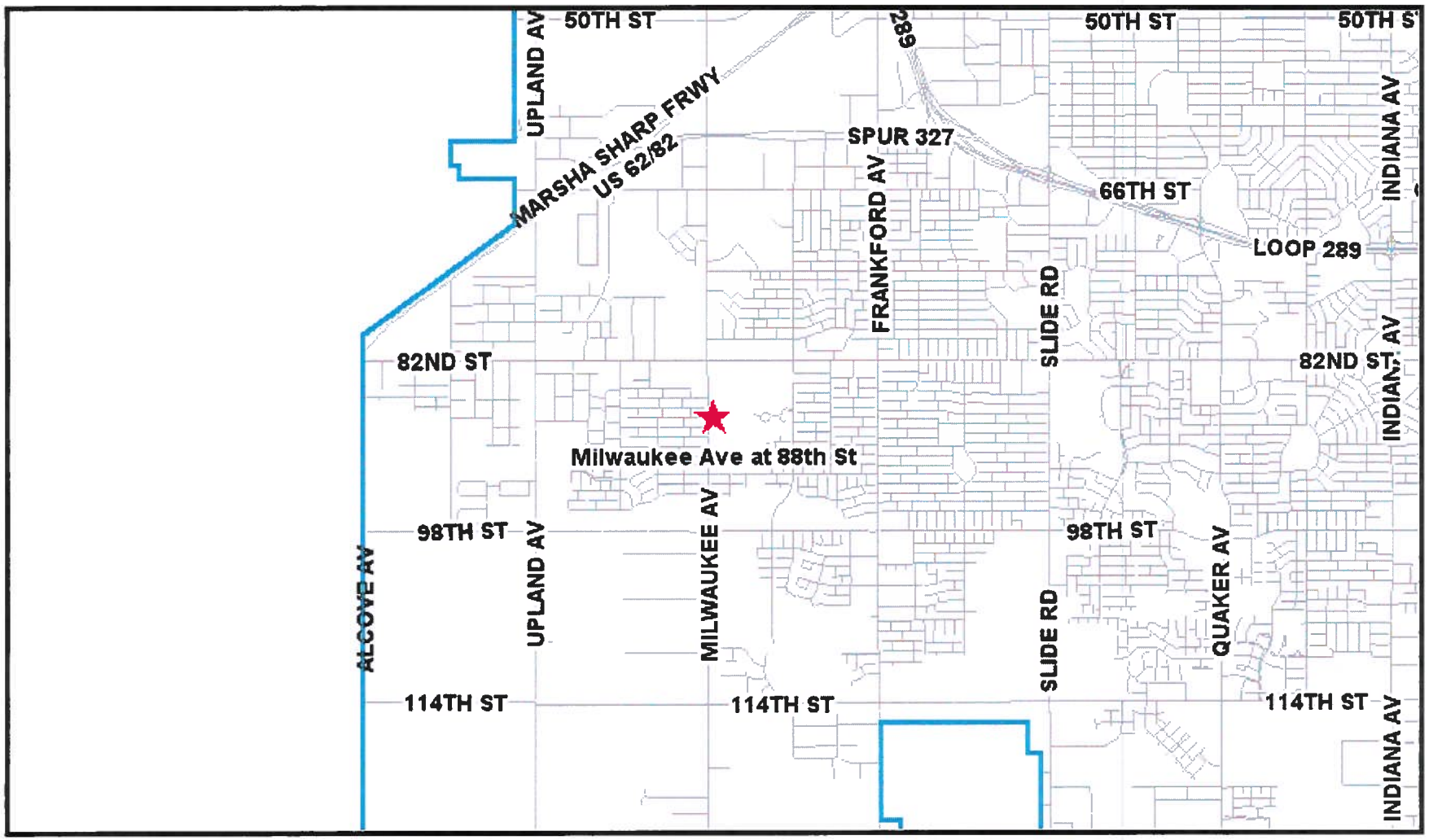
BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF MILWAUKEE AVENUE AT THE MOST WESTERLY NORTHWEST CORNER OF SAID 37.421 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF TRACT A-1, WAL-MART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2008008387 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, WHENCE THE NORTHWEST CORNER OF SAID SECTION 28 BEARS N. 88° 16' 43" W. A DISTANCE OF 55.00 FEET AND N. 01° 43' 17" E. A DISTANCE OF 1613.21 FEET;

THENCE S. 88° 09' 54" E., ALONG THE WEST PORTION OF THE NORTH LINE OF SAID 37.421 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT A-1, WAL-MART SUPERCENTER, A DISTANCE OF 260.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

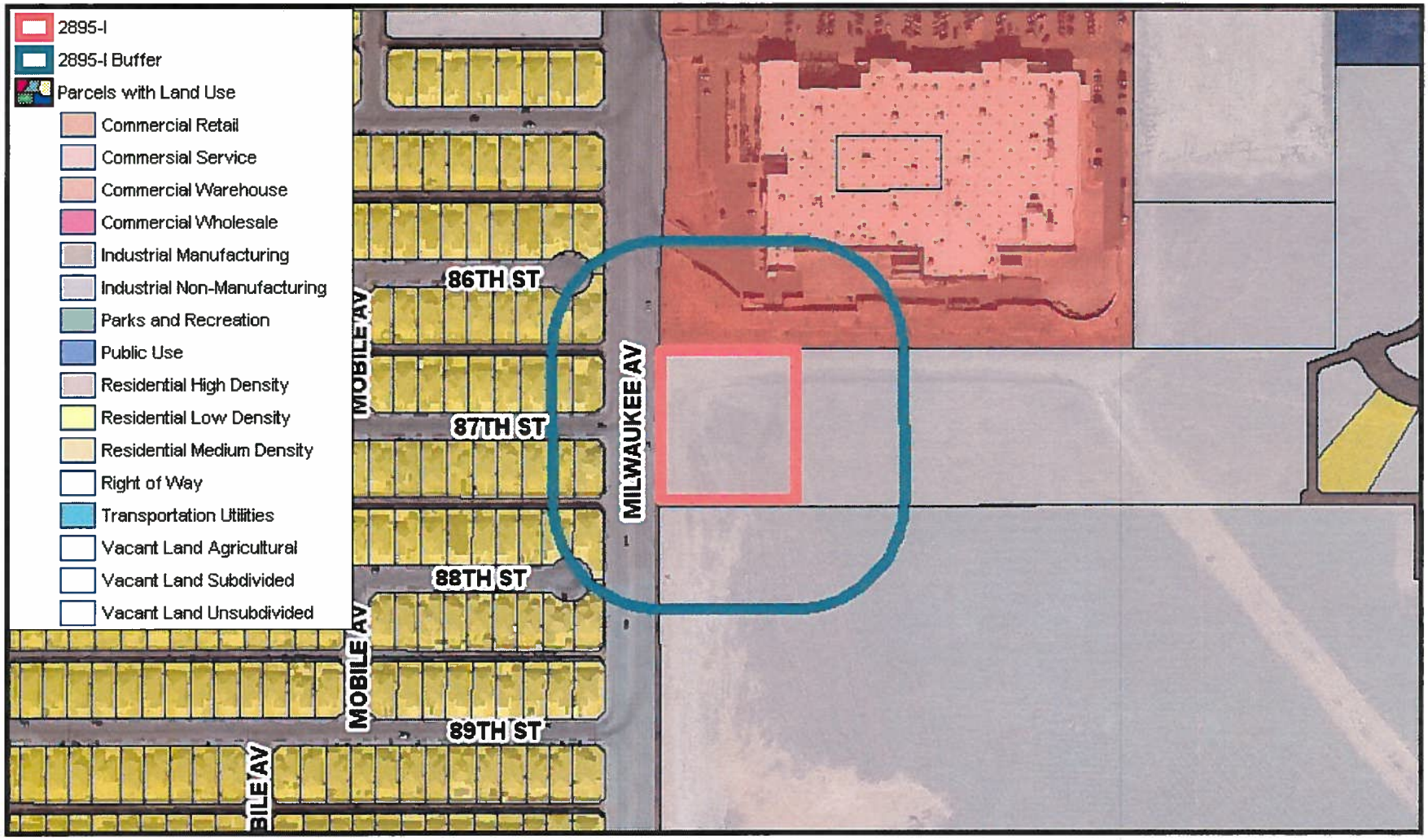
THENCE S. 01° 43' 17" W. A DISTANCE OF 292.01 FEET TO A POINT IN THE WEST PORTION OF THE SOUTH LINE OF SAID 37.421 ACRE TRACT AND IN THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENT 1, LP, RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE WEST PORTION OF THE SOUTH LINE OF SAID 37.421 ACRE TRACT AND THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENT 1, LP TRACT, A DISTANCE OF 260.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF MILWAUKEE AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E. A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, AS MONUMENTED ON THE GROUND. THIS DESCRIPTION IS PREPARED FROM DEED RECORDS AND CONCEPTUAL DRAWINGS FOR ZONING PURPOSES ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE OR CONTRACT.

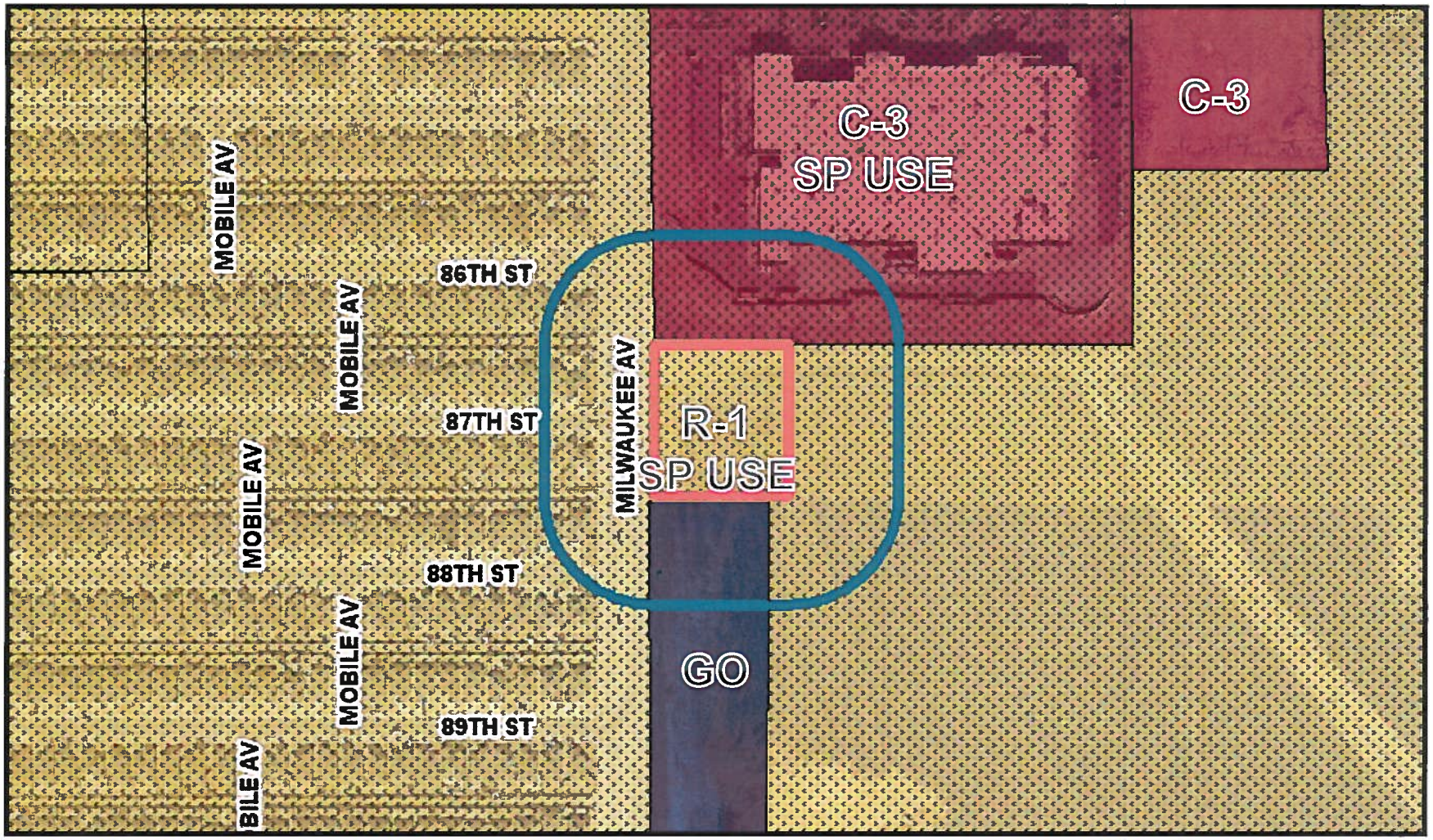


P.Z.C. Case 2895-I



P.Z.C. Case 2895-I

Request of Betenbough Homes for a zoning change from R-1 Specific Use to GO, east of Milwaukee Avenue at 88th Street



P.Z.C. Case 2895-I Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BETEN BOUGH HOMES

6305 82ND STREET
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 789-9558
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: _____

Legal Description:* SEE ATTACHED

Existing Land Use: RESIDENTIAL HOUSING **Existing Zoning:** R-1

Acreage or Square Footage of Property: SEE ATTACHED

Zoning Requested: GARDEN OFFICE

Proposed Development: GARDEN OFFICE LOTS

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

Chris Berry
Applicant's Signature

11-8-12
Date

Filing Fee: $481
($475.00 for the first acre; $5.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

Zone Case No.: 2895-I **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

BETENBOUGH HOMES
betenbough.com

To whom it may concern,

Betenbough Homes is requesting a zoning change for Valencia Office Park from R-1 to GO, Garden Office. We plan on plating three Garden Office lots that will front Milwuakee Ave; mathcing the proposed layout of Garden Offices from Lubbock Land. This is a 1.7429 acre tract of land. Lot one will be 100'x250', Lot 2 will be 96'x250', and Lot 3 will be 96'x250'. We have attached a site plan that will be sumbitted with the preliminary plating procedures. We thank you for your concideration. Please feel free to contact us with any questions.

Sincerely,

Chris Berry

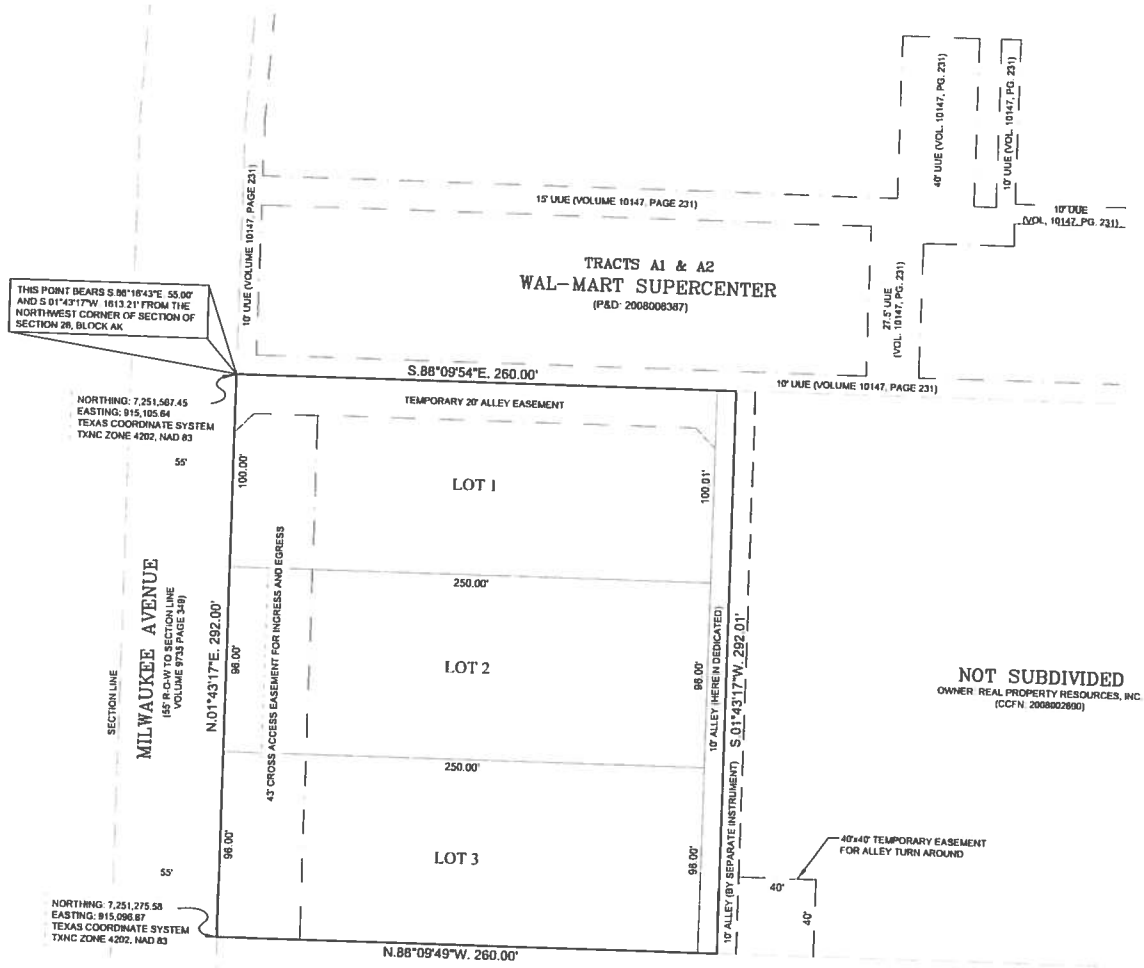
Community Development

Betenbough Homes

LOTS 1, 2, & 3,

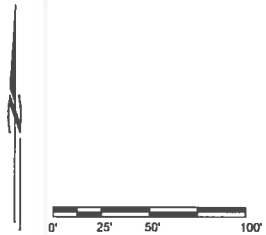
VALENCIA OFFICE PARK

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



NOT SUBDIVIDED
OWNER: REAL PROPERTY RESOURCES, INC.
(CCFN: 2008002890)

NOT SUBDIVIDED
OWNER: LUBBOCK LAND INVESTMENT I, L.P.
(VOLUME 10469 PAGE 124)



SCALE 1" = 50'.
HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS, AND INDICATED EASEMENTS ARE HEREIN DEDICATED.
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR OR REPLACEMENT. EASEMENTS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ALL ELECTRICAL SERVICE WITHIN THE CITY OF LUBBOCK SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT OF THE LUBBOCK PLANNING AND ZONING COMMISSION.
ALL EXISTING OR PROPOSED UTILITY SERVICE TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT OF WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENT COSTS SHALL BE AT THE EXPENSE OF THE PROPERTY OWNER.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT.
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROCED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 28.09.131, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
DRE = DRAINAGE EASEMENT.
PAE = PEDESTRIAN ACCESS EASEMENT.
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
TPE = 4' X 6' TRANSFORMER PAD EASEMENT (SPEC). (PREVIOUSLY DEDICATED).
USE = UNDERGROUND STREETLIGHT EASEMENT.
UUE = UNDERGROUND UTILITY EASEMENT.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CCFN = COUNTY CLERK'S FILE NUMBER.
ALL PLAT LIMITS AND LOT CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339", UNLESS OTHERWISE SPECIFIED.
BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, BEING S. 88°05'40" E. CONVERGENCE TO TRUE NORTH BEARINGS IS -01°52'59". DISTANCES ARE SURFACE.
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.
THIS TRACT CONTAINS 1.7429 ACRES OF LAND.

APPROVED THIS _____ DAY OF _____, 20 _____, BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

FINAL FOR REVIEW
DO NOT RECORD

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

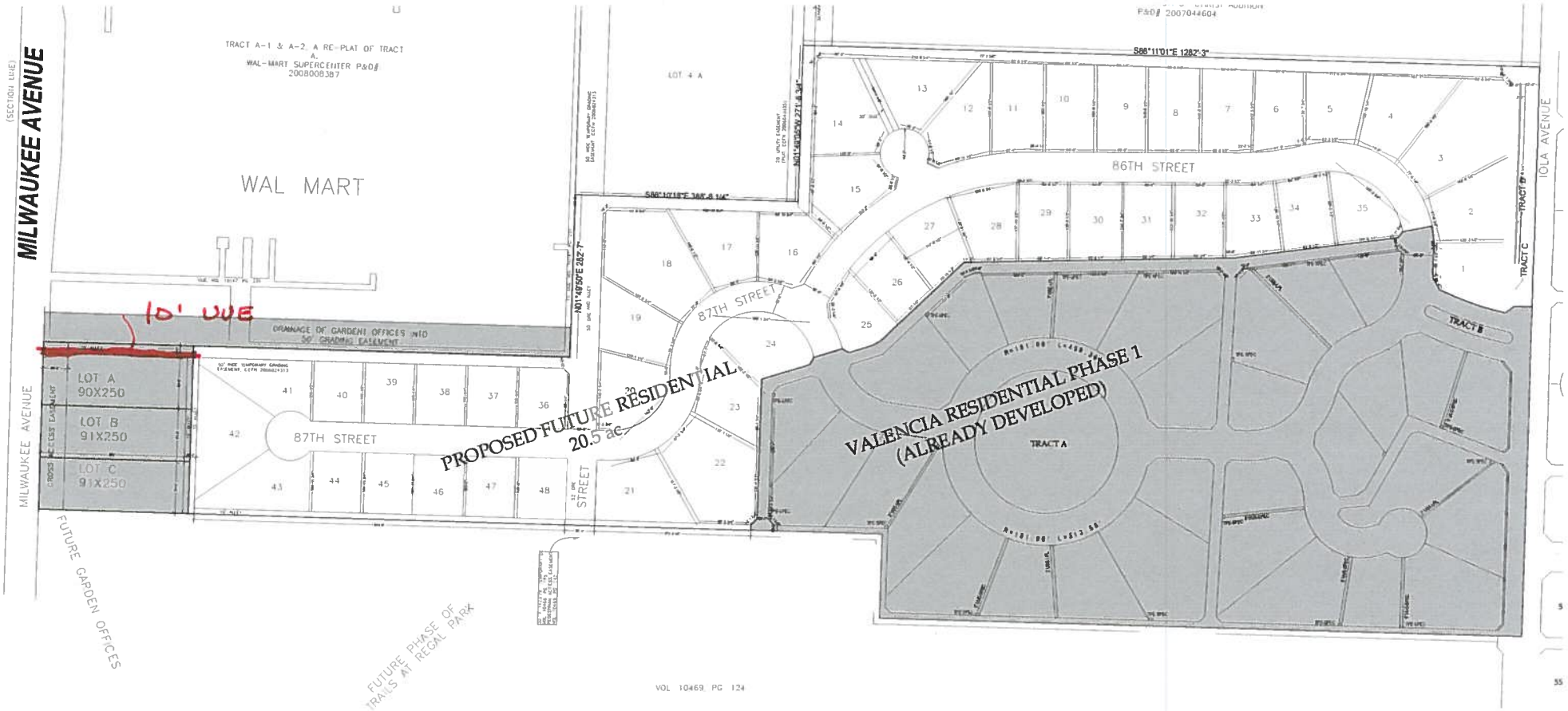
THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: NOVEMBER 13, 2012

STEVENS SURVEYING
(806) 687-1669
6310 GENOA SUITE A
LUBBOCK, TX 79424
DSC

JOB#: 121030

© 2012 ALL RIGHTS RESERVED


MILWAUKEE AVENUE
(SECTION LINE)
MILWAUKEE AVENUE
(55' R-O-W TO SECTION LINE VOL 9735 PG 349)
TRACT A-1 & A-2, A RE-PLAT OF TRACT A,
WAL-MART SUPERCENTER P&O#
2008008387
WAL MART
LOT 4 A
P&O# 2007044604
S86°11'01"E 1282.3'
86TH STREET
87TH STREET
87TH STREET
10' UUE
DRAINAGE OF GARDENT OFFICES INTO
50' DRAINAGE EASEMENT
LOT A
90X250
LOT B
91X250
LOT C
91X250
PROPOSED FUTURE RESIDENTIAL
20.5 ac.
VALENCIA RESIDENTIAL PHASE 1
(ALREADY DEVELOPED)
TRACT A
TRACT B
TRACT C
IOLA AVENUE
FUTURE GARDEN OFFICES
FUTURE PHASE OF
TRAILS AT REGAL PARK
VOL 10469 PG 124

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

4

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.: 2895-I**

In Favor of ✓

Opposed ____

RECEIVED
NOV 29 RFC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name LORRAINE M. HOPSON

Signature: Lorraine M. Hopson

Address: 6503 87th Street Lubbock Tx 79424

Address of Property Owned: As above

Zone Case Number: 2895-I 80124
HOPSON, LORRAINE M
6503 87TH ST

LUBBOCK TX 79424

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 - Planning: Zone Case 2904-F. Conduct a public hearing to consider the request of the City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC on Lots 1 – 15, and the east part of Lots 16 – 21, Block 31, Easley Addition; Lots 1 – 30, Low & McNabb Addition; Lots 1 – 9, Block 2, Lots 1 – 4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C. Taylor Addition and adjacent Railroad Right-of-Way; Lots 12 – 21, Block 7, William Tubbs Addition (east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street), and consider an ordinance.

Item Summary

The request is to zone numerous parcels from C-4 (heavy commercial), M-1 (light industrial) and M-2 (heavy industrial to IHC (Interstate Commercial) in the area between Avenue Q and the east curve of the railroad, from 3rd Street to 2nd Street.

At this point, there are no proposed new land uses in the area other than Desert Tanks gearing up for full production. Please note the comments below for the history and purpose.

Adjacent Land Uses:
North: (Residential), Zoned R-1 (single family)
South: (Commercial), Zoned Interstate Commercial
East: (Residential), Zoned R-1
West: (Commercial), Zoned primarily C-4

Planning and Zoning (P&Z) Public Hearing Notes:
During the hearing, the staff presented these comments as an introduction. Representatives from the Guadalupe Neighborhood Association were at the meeting in support of the proposed change, as well as, several individual property owners. Mr. Tim Pridmore represented Desert Tanks to appeal that the zoning not be changed on the former Falcon Steel parcel, because of the introduction of a new and viable business to the site. Desert Tanks has cleaned up the parcel significantly, created forty new jobs with the assistance of LEDA, and hopes to double or triple business within the next few years, because of the dramatic increase in tank demand from the fracturing oil drilling business. Desert Tanks has worked with the neighborhood association and adjacent church, and wants to remain a good neighbor. Nonconforming status will hurt their growth potential.

Mr. Pridmore indicates Desert Tanks is in opposition to the change on their parcel. Another owner, Mr. Gene Whitney has owned a number of lots west of Avenue P for years and does not want to lose the current M-2 zoning. He also asked to be deleted from the case. One other letter of opposition is in the back-up. Other than the staff presentation as the applicant, three individuals spoke during the public portion of the meeting.

Victor Hernandez appeared as a representative of the residents that live in the Guadalupe neighborhood. He has had discussions for several years with the Planning Department regarding which proposals would be available to soften the impact of the uses along the railroad and the adjacent neighborhood. With the completion of the connection of Marsha Sharp to I-27, the process of rezoning was mutually agreed upon, as was accomplished along the areas immediately adjacent to the new service road several years ago. While IHC may still not be the most

compatible adjacent land use, it is certainly a positive move from the concrete plant and the other heavy industrial and stack lot uses in the vicinity.

Impact on the Comprehensive Land Use Plan (CLUP):
As background for the proposed zone change, traditionally Hispanic neighborhood living areas were primarily located in the river bed of the Yellowhouse Canyon going back to the 1950s or before. A number of these residents moved to the area now called Guadalupe which was platted on the area above the Canyon rim as the Richmond 2nd Addition in 1907. The current Guadalupe neighborhood was first replatted in the early 1970s by the Urban Renewal Agency. After the tornado in 1970, tragically, most of the lives lost were in this immediate vicinity.

The City of Lubbock, during the 1960s, created the Urban Renewal Agency, an extension of the Housing and Urban Development (HUD) branch of the Federal Government, in Lubbock. Subsequent to the tornado in 1970 an extensive amount of Federal funding, along with local bond funding, was acquired to create what we now know as the Jim Bertram Canyon Lakes System. Prior to this massive cleanup, the Canyon had been treated as a dump and waste area since Lubbock was first occupied in the early 1890s. In addition to the Canyon Lakes, the Urban Renewal Agency was funded with a significant amount, and the review process for "urban renewal" identified the Guadalupe area as a major target area and implemented the replatted subdivision and initiation of single family redevelopment.

Another phenomenon affecting this area was the construction of the Coleman cutoff, which matured into the main Santa Fe line connecting Clovis and Snyder. It was built through Lubbock from 1907 to 1911. Much of the land adjacent to the railroad in Lubbock was developed as industrial to accommodate business locations that needed access to the railroad. Actual zoning was originally adopted in Lubbock in 1943 and the immediate area under discussion was zoned "K" (industrial) and "L" (1st manufacturing). The former Richmond 2nd Addition was zoned "E" (multifamily). Thus, the beginnings of the current clash between adjacent land uses.

These types of land use relationships are not encouraged by the Planning process now, to say the least. But, it is a condition that we have inherited.

The proposal is to rezone the area immediately south of the neighborhood, from 2nd Street, to Interstate Commercial; and while it is heavy commercial, it is very different from the heavy industrial uses that the current M-2 designation allows. By rezoning, the existing business locations become nonconforming, or the term "grandfathered" is often used. Five legal steps within the Zoning Code are associated with nonconforming:

1. The existing uses may continue as long as they operate, regardless of the owner. At the time the property becomes nonconforming; the use of the property is "frozen" with what is there at the time, and may not be expanded subject to #2.

2. Should the owner of an existing nonconforming business wish to expand, a request is provided by the Zoning Code for consideration by the Zoning Board of Adjustment, subsequent to a public hearing. The outcome of those hearings cannot be forecast.

3. If the property is sold and a new owner proposes a use that is industrial but not essentially the same (comparable) to the use today, the new use must move down to an allowed use in the M-1 District.

4. If another use is proposed that does not match the comparability of the M-1 use, the use must move down another level to what would amount to C-4, or in this case the Interstate Commercial that is comparable with the inclusion of design standards.

5. If the current use is idle for one year, the nonconforming status expires and any new business must conform to the new zoning district, in this instance, Interstate Commercial.

The legal and practical theory behind nonconforming is that eventually, and often over a long period, the land will move toward conformity with the new zoning while allowing for a stepping down of uses for the permitted uses on the land rather than all at one time. This process is equitable and prevents any "taking" discussion.

The staff is supportive of the concept, because of the long term objective, and understands any concern on the part of current business owners. A number of responses from owners of tracts, across the City, express concern about losing the potential for future sale or expansion when re-zoning is considered in their area. Those concerns are legitimate, the question at hand for the City Council is whether the community is going to move forward with a remediation of a poor land use relationship or allow it to remain in place.

The recommendation from the Planning and Zoning Commission is for the zoning to be amended within the original notice area minus the one Desert Tank tract and adjacent railroad right of way. With that tract removed by the Commission it is no longer a part of the rezoning discussion.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission recommends the zoning to be amended within the original notice area minus the one Desert Tank tract and adjacent railroad right of way.

Attachments

Ordinance - Zone Case 2904-F

Backup - Zone Case 2904-F

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. 2904-F;** A ZONING CHANGE FROM **M-2, C-4 AND C-4 SPECIFIC USE** TO **IHC**, ON **LOTS 1-15, AND THE EAST PART OF LOTS 16-21, BLOCK 31, EASLEY ADDITION; LOTS 1-30, LOW & MCNABB ADDITION; LOTS 1-9, BLOCK 2, LOTS 1-4, BLOCK 7 AND LOT 8, BLOCK 10, RICHMOND SECOND ADDITION AND ADJACENT RAILROAD RIGHT-OF-WAY; TRACT B, R.C. TAYLOR ADDITION AND ADJACENT RAILROAD RIGHT-OF-WAY; LOTS 12-21, BLOCK 7, WILLIAM TUBBS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 2904-F

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 **M-2, C-4, and C-4** Specific Use to **IHC** on **Lots 1-15, and the east part of Lots 16-21, Block 31, Easley Addition; Lots 1-30, Low & McNabb Addition, Lots 1-9, Block 2, Lots 1-4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C., Taylor Addition and adjacent Railroad Right-of-Way; Lots 12-21, Block 7, William Tubbs Addition,** City of Lubbock, Lubbock County, Texas, located at **east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

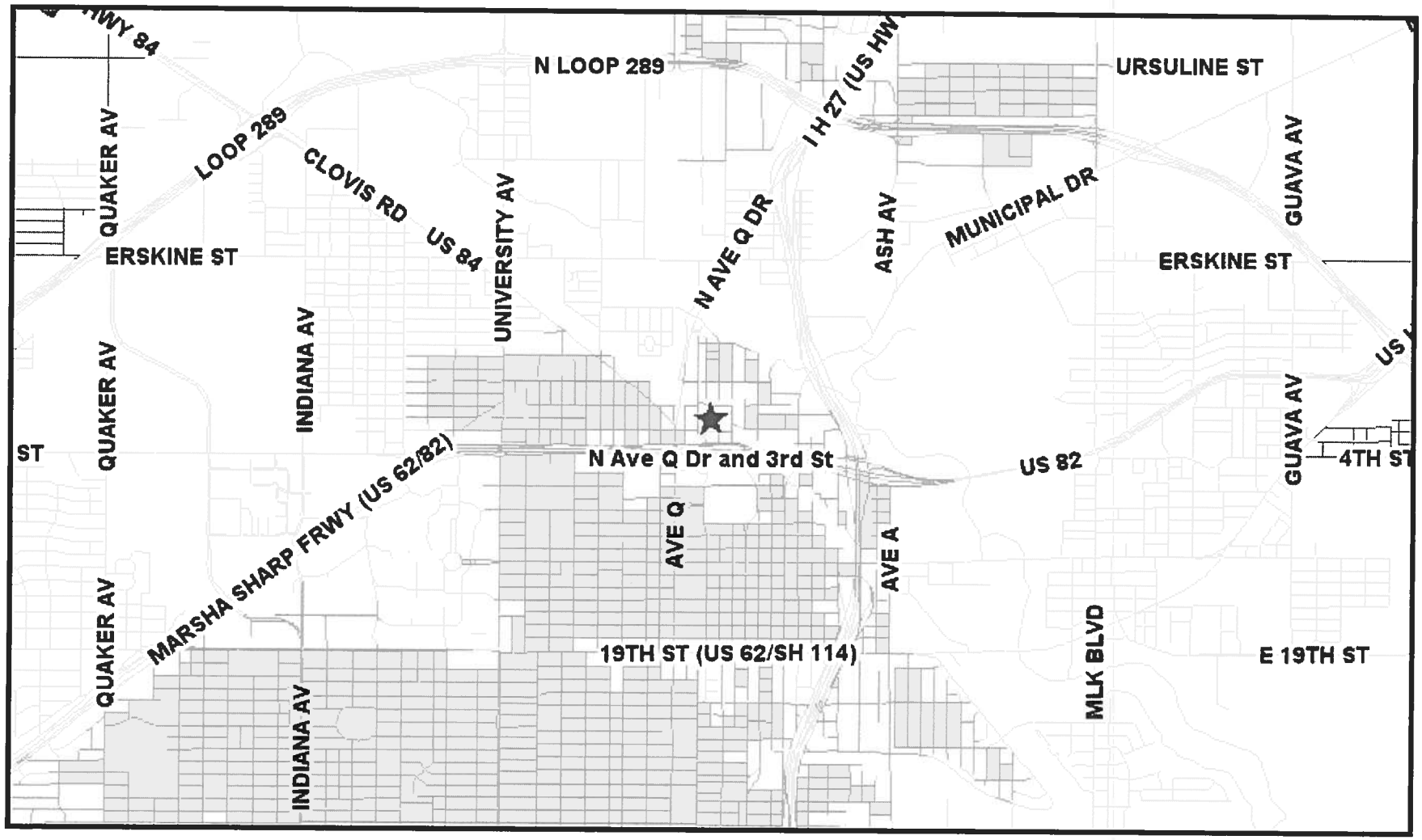
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

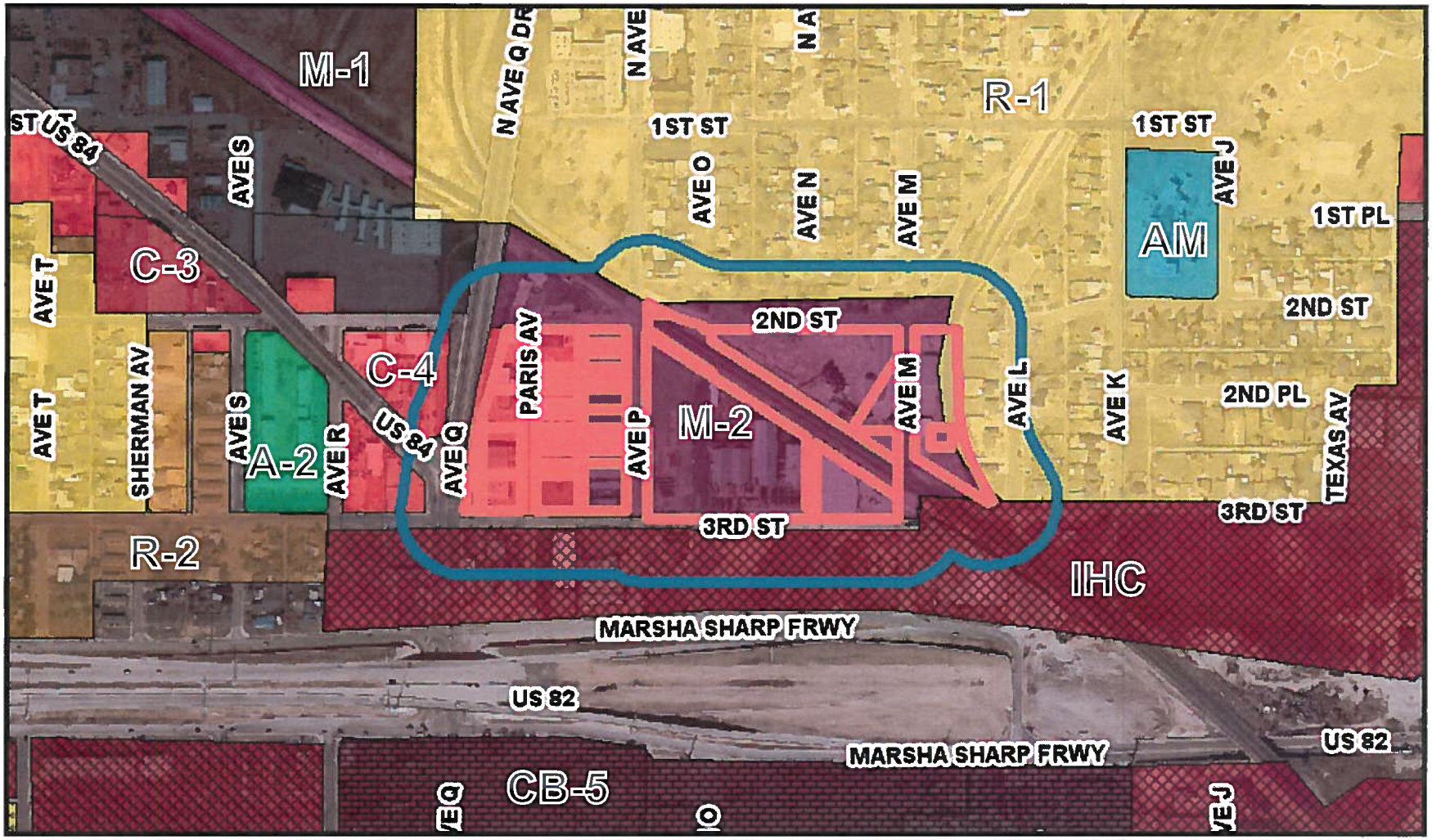
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

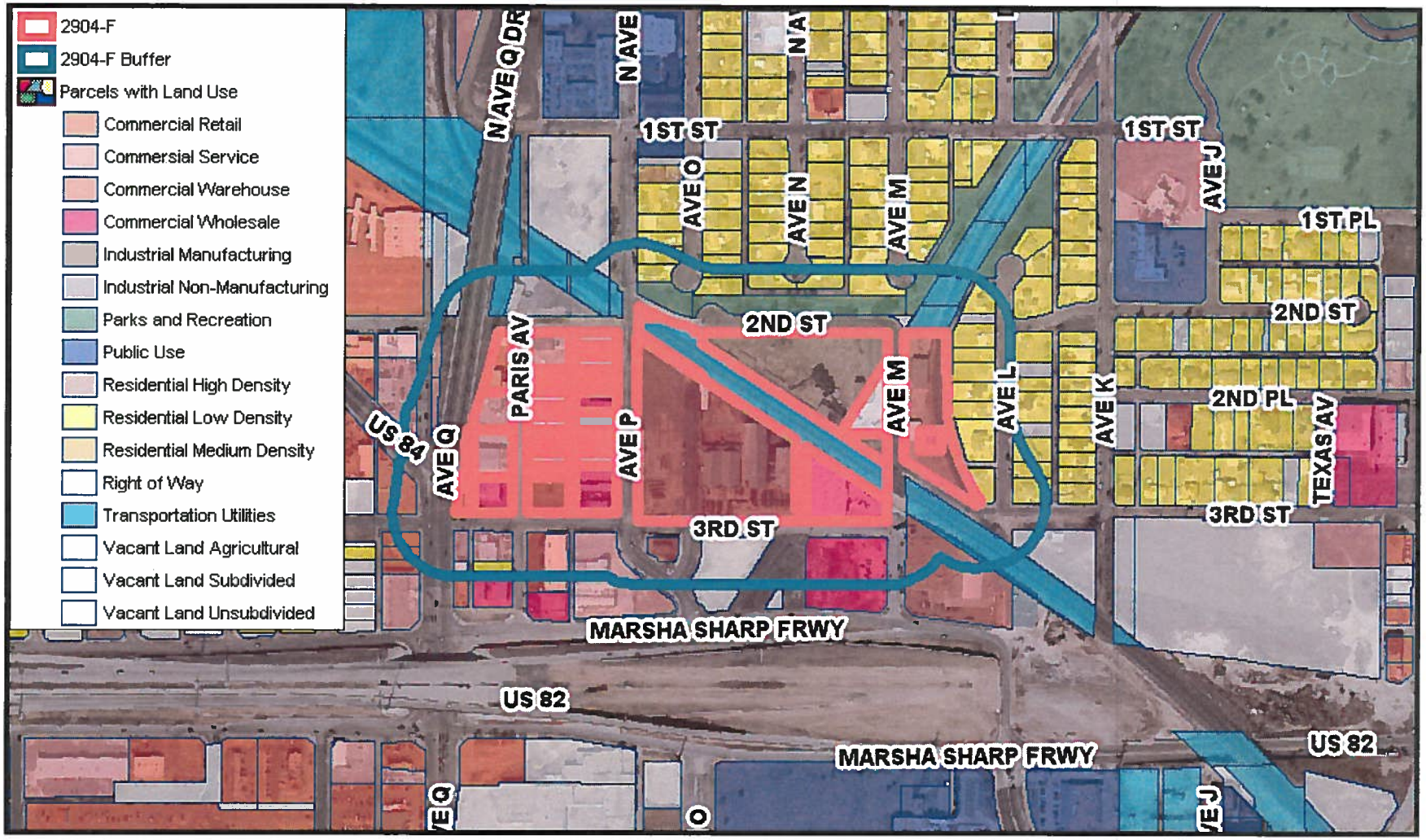
vw/CityAtt/Chad/Zones/ZC2904-C
December 4, 2012



P.Z.C. Case 2904-F



P.Z.C. Case 2904-F Zoning



P.Z.C. Case 2904-F

Request of City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC, east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) City of Lubbock **For** _____

Box 2000
Street/Post Office Box

Lubbock Tx 79457
City State Zip

( ) 806 775 2103
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: Attached

Legal Description:* Attached

Existing Land Use: Commercial and Industrial **Existing Zoning:** M-2

Acreage or Square Footage of Property: _____

Zoning Requested: Interstate Commercial (IHC)

Proposed Development: None at Present

If property is not subdivided, will preliminary plat be submitted? Platted **Yes** _____ **No** _____

Randy Henson
Applicant's Signature

11-9-2012
Date

Filing Fee: N/A
($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.**

No receipt

For City Use Only

MLB

Map

Zone Case No.: ~~5747~~ 2904-F **Agenda No.:** _____

Request for zoning change from: M-2, C-4, C-4 Spec Use **To:** IHC

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

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

(2)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***2904-F***

In Favor of ____

Opposed ✓

RECEIVED
NOV 30 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

The proposed change will reduce the value of my property

Print Name HENRY E. WHITNEY

Signature: Henry E Whitney

Address: 5511 - 42ST

Address of Property Owned: 216 - 232 - AVE P

Zone Case Number: **2904-F** 30928
WHITNEY HENRY E
5511 42ND ST

LUBBOCK TX 79414-1201

2

5511-42nd Street
Lubbock, Texas 79414
November 29, 2012

Planning and Zoning Commission
City of Lubbock
1625-13th Street
Lubbock, Texas 79401

Re: Zoning Case No. 2904F

I bought the property at Third Street and Avenue P over fifty years ago to build a building for a small manufacturing concern. The company is no longer in business and the building is vacant.

If the subject zoning case is approved, my future uses for the property will be diminished, putting me at a financial disadvantage. I strongly oppose any changes from the current M2 zoning.

Sincerely,

H. E. Whitney

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

(2)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2904-F**

In Favor of ___

Opposed X

Reasons and/or Comments:

No Need To change The ZONING RIGHT NOW

RECEIVED
DEC 03 RFC'D
PLANNING DEPARTMENT

Print Name Louis L. Howard

Signature: Louis L Howard

Address: 212 AVE P

Address of Property Owned: 212 AVE P
Lubbock, Tex 79401

Zone Case Number: 2904-F 30931
HOWARD LOUIS L
212 AVENUE P

LUBBOCK TX 79401-1232

(2)

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

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2904-F**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
DEC 03 RECD
PLANNING DEPARTMENT

Print Name Rev. Martin Pina

Signature: Rev. Martin Pina

Address: 102 N. P. Lubbock

Address of Property Owned: Roman Catholic Diocese Lubbock
Bishop Rodrigue

Zone Case Number: 2904-F 30932
ROMAN CATHOLIC DIOCESE OF
% BISHOP PLACIDO RODRIGUE
102 N AVE P

LUBBOCK TX 79401-1230

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

Meeting Date: 01/10/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3196. Conduct a public hearing to consider a request from Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic on the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition (4101 and 4105 Interstate 27 and 546 42nd Street), and consider an ordinance.

Item Summary

Zoning Request:
The request is to zone the east half of several parcels from residential (R-2, duplex) to Interstate Commercial (IHC). The west half of the parcels adjacent to I-27 are already Interstate Commercial.

Proposed Land Use:
The applicant is the Lubbock County Hospital District and the proposed use of the parcel, combined with existing IHC adjacent to I-27 will be a medical clinic.

Adjacent Land Uses:
North: Zoned Interstate Commercial
South: (Residential), Zoned single family and duplex zoning
East: (Commercial), Zoned Interstate Commercial
West: (Residential), Zoned for duplex development

Planning and Zoning (P&Z) Public Hearing Notes:
Only the applicant appeared before the Planning Commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is within the area designated as the Interstate Policy Plan for I-27 as redevelopment occurs along the freeway. While the proposal does not take out an entire block, with screening, the medical facility should not be a detraction to the area. In fact, the extension of services from the Hospital District for this portion of the community should be an asset. The Planning Staff supports the request. Drive approach provision from the service road will be administered by the Texas Department of Transportation. No alley closure will be required as the three parcels are oriented toward the Interstate with an alley to the east.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planing and Zoning Commission

Attachments

Ordinance - Zone Case 3196

Backup - Zone Case 3196

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. 3196;** A ZONING CHANGE FROM **R-2** TO **IHC** ZONING DISTRICT ON **THE EAST 127.5 FEET OF LOTS 11 THROUGH 13, BLOCK 2, SMITH COLLIER ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3196

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-2** to **IHC** zoning district on **the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition**, City of Lubbock, Lubbock County, Texas, located at **4101 and 4105 Interstate 27 and 546 42nd 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

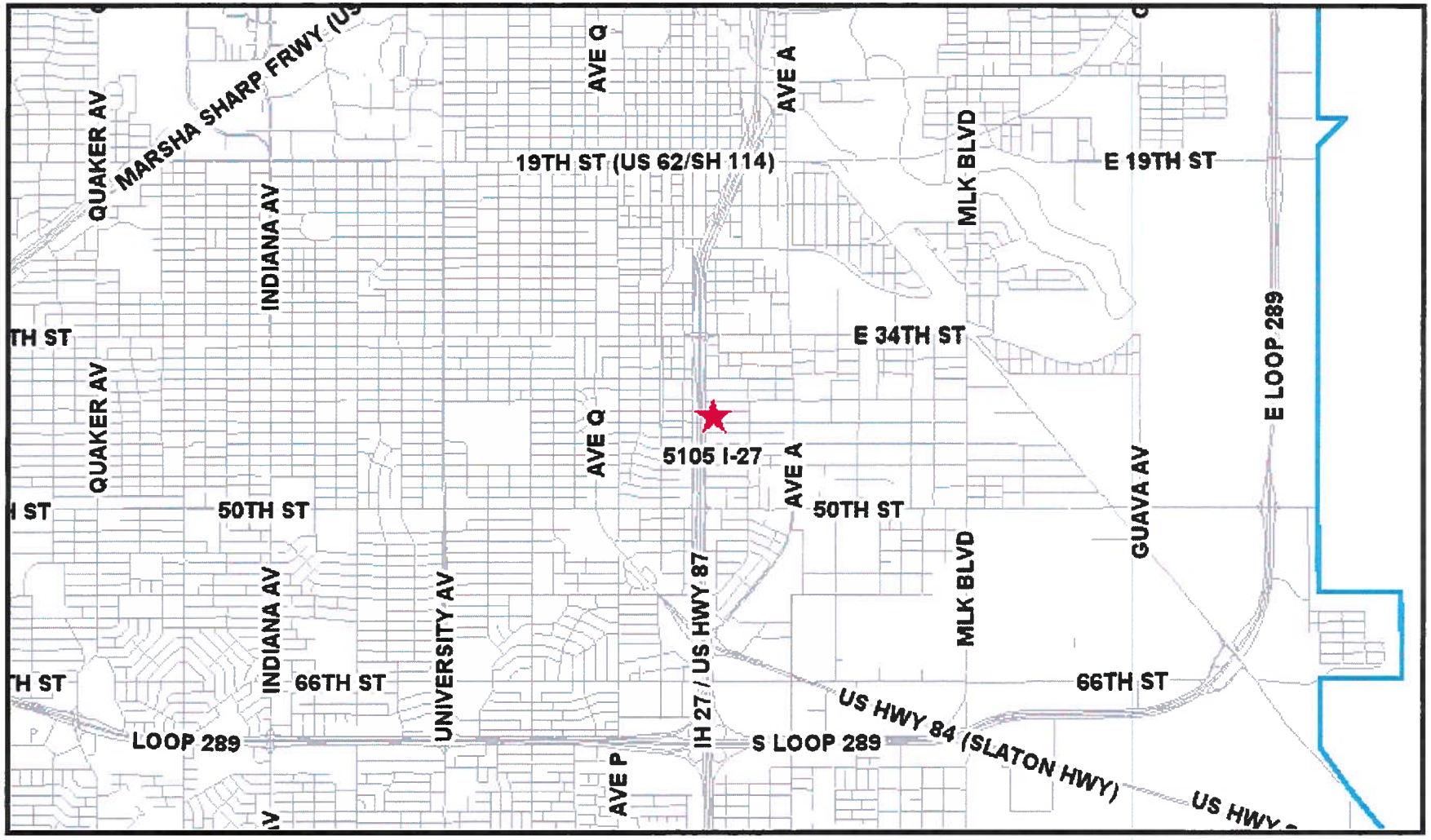
APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

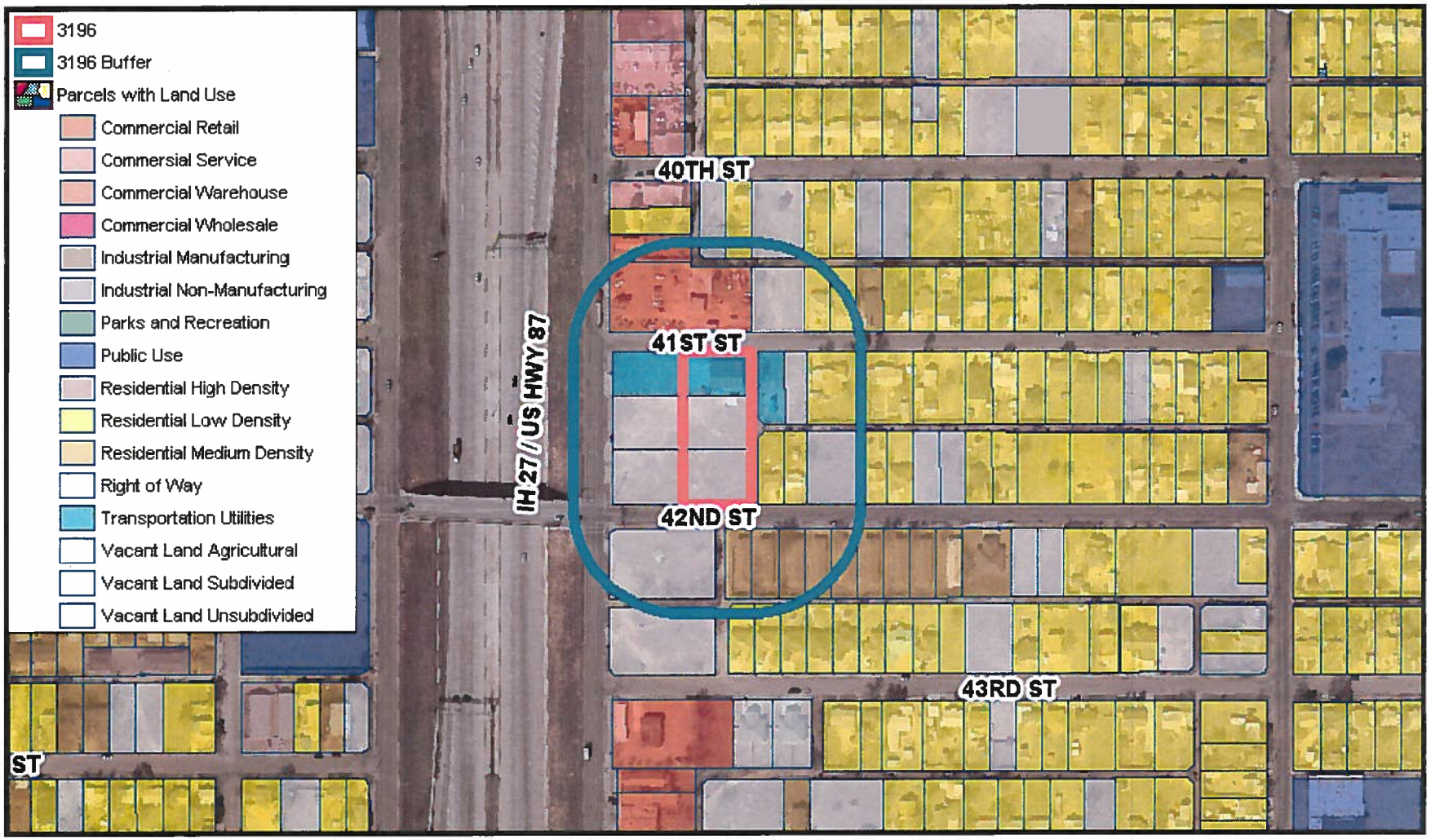
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3196
December 4, 2012

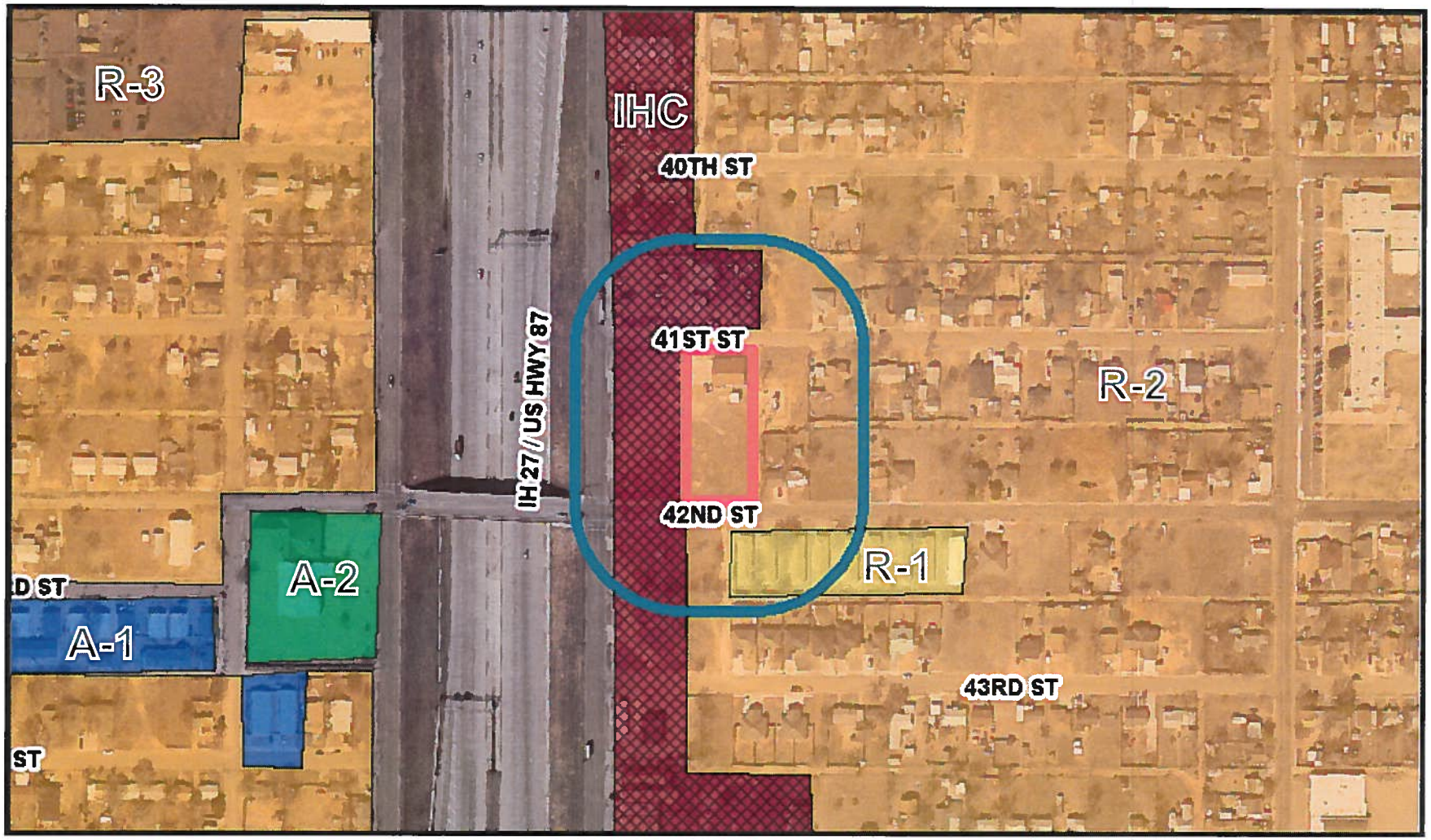


P.Z.C. Case 3196



P.Z.C. Case 3196

Request of Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic, 4101 and 4105 Interstate 27 and 546 42nd Street



P.Z.C. Case 3196 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516 Attn: Jim Johnson
Telephone

For Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516
Telephone

Location or Address: 546 42nd Street, Lubbock, TX 79404 4101/4105 Interstate 27

Legal Description:* Smith Collier BLK 2 L 13, L12 & L 11

Existing Land Use: Undeveloped **Existing Zoning:** C-2 (front), R-2 (Rear

Acreage or Square Footage of Property: Approximately 27,142.5 sq feet

Zoning Requested: IHC - Interstate Highway Commercial

Proposed Development: Medical Clinic Facility and Parking for Facility

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

Applicant's Signature

11-13-12
Date

Filing Fee: $165
($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.**

CHCK: 1023584 Reciept

For City Use Only

PIN 56168, 56167, 56166 maps

Zone Case No.: 3196 **Agenda No.:** _____

Request for zoning change from: C-2, R-2 IHC **To:** IHC

on Lot(s): 13, 12, 11 **Block(s):** 2

Subdivision: Smith Collier **Address:** 4101 and 4105 I-27, 546 42nd St

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516 Attn: Jim Johnson
Telephone

For Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516
Telephone

Location or Address: 4101/4105 Interstate 27, Lubbock, TX 79404

Legal Description:* Smith Collier Addition All Lots 11 & 12 Blk 2

Existing Land Use: Undeveloped /Warehouse **Existing Zoning:** Commercial

Acreage or Square Footage of Property: Approximately 49,034 sq feet

Zoning Requested: IHC - Interstate Highway Commercial

Proposed Development: Medical Clinic Facility and Parking for Facility

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

Applicant's Signature

11-13-12
Date

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

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

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

Meeting Date: 01/10/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31013351 with Sam Pack's Five Star Ford for light duty vehicles and service body, BID 13-11066-RH.

Item Summary

The purchase order contract is for the following vehicles. The item numbers relate to the bid tabulation that follows:

Item 1: One ½ Ton, Crew Cab Short Bed 4x2 Pickup for Water Engineering. The vehicle replaces a 2006 model with over 90,000 miles. This truck will be used to go to job sites during the design and constructions phases for engineering.

Item 2: Two ½ Ton, Crew Cab Short Bed 4x4 Pickups for Traffic Operations and Water Engineering. The vehicle for Traffic Operations replaces a 2002 model and will be used to carry equipment and materials, needed daily, to job sites and to transport people to and from office and construction sites. The vehicle for Water Engineering replaces a 2003 and will be used to go to job sites during the design and constructions phases for engineering. Many of these jobs are at Lake Alan Henry and are in extremely rugged areas which have required 4x4 previously.

Item 3: Five ½ Ton, Extended Cab Short Bed 4x2 Pickups for the following departments: Aviation Field Maintenance – The vehicle replaces a 1992 model. This truck will be used in the performance of daily airfield activities such as maintenance of the lighting, pavement, paint markings. and the inspection of the airfield perimeter fence. Water Distribution and Maintenance – These two vehicles replace 2006 models. The vehicles will be used by pipeline maintenance to allow for field supervision and to deliver materials out in the field to keep workers at the job site. Stormwater – These two vehicles replace one 2000 and one 2003 model. These vehicles will be used on a daily basis for compliance with the Municipal Separate Storm Sewer System permits with the State of Texas.

Item 4: One ½ Ton, Extended Cab Short Bed 4x4 Pickup for Street Cleaning. The vehicle replaces a 2006 model with over 110,000 miles. This truck is used to travel between multiple job sites while transporting parts or other supplies that are needed by the sweepers.

Item 5: One ¾ Ton, Regular Cab 4x4 Pickup for Water Meter and Customer Service. The vehicle replaces a 2008 model with increasingly high maintenance costs and mileage exceeding 80,000 miles. This vehicle will be used by the customer section to respond to water line breaks, and to deal with any customer complaints or concerns.

Item 6: Two ¾ Ton, Extended Cab 4x2 Pickup for the following departments: Streets – The vehicle replaces a 2000 model. This truck is used by the paved street section to travel between multiple job sites and allow for transport of barricades, signs, and sand bags during both normal operations and for road closures, and emergency situations (snow and ice storms, flooding, or wind events). Water Distribution and Maintenance – The vehicle replaces a 2006 model with increasingly high maintenance costs and mileage exceeding 90,000 miles. This vehicle will be used by pipeline maintenance to allow for field supervision and to deliver materials out in the field to keep workers at the job site.

Item 7: One ¾ Ton, Extended Cab 4x4 Pickup for Solid Waste Residential Collection. The vehicle replaces a 2006

model with mileage exceeding 80,000. This truck will be used by the Collection section for daily operations that could consist of customer calls, container audits, checking property damage, investigating accidents and checking out recycling sites.

Item 8: One ¾ Ton, Extended Cab 4x4 Pickup for Solid Waste Landfill. The vehicle replaces a 2002 model. This vehicle will be utilized in transporting landfill employees and temporary workers, as well as materials, as needed, to the workface.

Item 9: One ¾ Ton, Extended Cab 4x4 Pickup with liftgate for Park Maintenance. The vehicle replaces a 1997 model. This vehicle will be used to maintain all parks electrical needs. An extended cab is needed to protect expensive electrical instruments by carrying them inside, instead of in the bed of the truck.

Item 10: Two ¾ Ton, Crew Cab Short Bed 4x2 Pickups for Park Maintenance. These vehicles replace 2003 models. These vehicles will be used by the employees to clean the parks and move seasonal temps for clean up during the summer and at special events.

Item 11: One ¾ Ton, Crew Cab Short Bed 4x4 Pickup for Radio Shop. The vehicle replaces a 1999 model. This vehicle will be used for daily Radio Shop operations to include traveling to and from towers, as well as, pulling the trailer with a portable tower used in emergency situations.

Item 12: Two ¾ Ton, Crew Cab Long Bed 4x4 Pickups for the Solid Waste Landfill. These vehicle replace 2003 models. The trucks will each go to the two landfills to haul the crew and materials to the work face. The trucks will also be used to assist with daily litter pickup on the roadway to the landfill.

Item 13: One ¾ Ton, Regular Cab 4x2 Cab Chassis to have installed a service body (Spec NV-41-F Item 28 on this same bid) for Park Maintenance. The vehicle replaces a 2002 model. This vehicle will be used for maintenance of irrigation systems in the city wide park system.

Item 15: Three ¾ Ton, Regular Cab 4x4's, with an Animal Services Body included and installed for Animal Services. Two vehicles replace 1999 and 2003 models; one will be new to the fleet, with no replacement. All vehicles will be used on a daily bases for field operations, primarily to respond to citizen calls and transport animals to the shelters.

Item 16: Three ¾ Ton, Extended Cab 4x4 Cab Chassis to have installed a utility body for the following departments: Water Pumping and Control (2) – The vehicles replace 2008 models with mileage exceeding over 85,000 on one and over 119,000 on the other. These units will be used to perform repair work and maintenance at various facilities in the Water Utilities Department. These facilities are responsible for treating and delivering public drinking water. Water Reservoir (1) – The vehicle replaces a 2005 model. This truck is used at Lake Alan Henry to perform operations and maintenance on the dam. Activities include hauling equipment in the cargo area and pulling various trailers. Most travel is off road through heavy brush and over rough terrain.

Item 19: One 1-Ton, Crew Cab 4x4 Pickup with Bed Delete, Dual Rear Wheeled to have installed on it a service body (Spec NV-1543 Item 32 in this same bid) for Solid Waste Landfill. The vehicle replaces a 2006 model with high maintenance costs. This truck will be used as a tool truck for the West Texas Region Disposal Facility. It will assist in servicing landfill equipment and in construction activities at the landfill - maintaining fences, wind screens, welding activities, and irrigation systems.

Item 21: One 1-Ton, Extended Cab 4x2 Pickup with Bed Delete to have installed a service body with flip-top (Spec NV-1548 Item 33 in this same bid) for Facilities Management. The vehicle replaces a 1995 model. Facilities will use this vehicle as a maintenance truck to haul material and equipment to service maintenance issues at City buildings.

Item 22: Two 1-Ton, Crew Cab Long Bed Pickups, Dual Rear Wheeled for Park Maintenance. These vehicles replace 1996 and 1998 models. One Ton pickups will be used by Parks to maintain park grounds. One of these trucks will have a dump bed installed to help deliver dirt to different parks to fill in holes for safety issues.

Item 24: Two 1-Ton, Crew Cab Long Bed Pickup with Single Rear Wheeled for Inmate Clean-up. These vehicles replace 1996 and 1997 models. These vehicles are used to transport Inmate workers and material needed to complete assigned tasks. The crew consists of 4-6 inmates and 1 Officer. These units will also tow a trailer loaded with equipment required for personnel health and safety.

Item 32: One service body (Spec NV-1543) to be installed on a 1-Ton, Crew Cab 4x4 Pickup with Bed Delete, Dual Rear Wheeled (Spec 1543 Item 19 on this same bid) for Solid Waste Landfill. The vehicle replaces a 2006 model. This truck will be used as a tool truck for the West Texas Region Disposal Facility. It will assist in servicing landfill equipment and in construction activities at the landfill: maintaining fences, wind screens, welding activities, and irrigation systems.

Pursuant to Texas Local Government Code 271.905(b), in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in the amount of less than $500,000 with:

(1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including employment of residents of the municipality and increased tax revenues to the municipality. In order to receive consideration of location of the bidder's principal place of business for bid award, bidders are required to submit an Affidavit of Eligibility.

The following are within 5% of the low bid from a non-resident bidder, and included an Affidavit of Eligibility (provided in backup):

Bid Item 5: $22,859 from Gene Messer Chevrolet of Lubbock, Texas is within $618, or 2.78% of the low bid from a non-resident bidder;
Bid Item 6: $45,160 from Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas is within $2,053 or 4.76% of the low bid from a non-resident bidder;
Bid Item 7: $25,398 from Gene Messer Chevrolet of Lubbock, Texas is within $527 or 2.12% of the low bid from a non-resident bidder;
Bid Item 8: $33,954 from Gene Messer Chevrolet of Lubbock, Texas is within $1,165 or 3.55% of the low bid from a non-resident bidder;
Bid Item 9: $29,081 from Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas is within $639 or 2.25% of the low bid from a non-resident bidder;
Bid Item 10: $51,446 from Gene Messer Chevrolet of Lubbock, Texas is within $1,799 or 3.62% of the low bid from a non-resident bidder;
Bid Item 11: $25,953 from Gene Messer Chevrolet of Lubbock, Texas is within $188 or 0.73% of the low bid from a non-resident bidder;
Bid Item 12: $66,532 from Gene Messer Chevrolet of Lubbock, Texas is within $1,911 or 2.96% of the low bid from a non-resident bidder;
Bid Item 13: $20,208 from Gene Messer Chevrolet of Lubbock, Texas is within $221 or 1.10% of the low bid from a non-resident bidder;
Bid Item 16: $76,953 from Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas is within $1,511 or 2.00% of the low bid from a non-resident bidder;
Bid Item 19: $35,526 from Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas is within $299 or 0.85% of the low bid from a non-resident bidder;
Bid Item 22: $54,648 from Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas is within $2,081 or 3.96% of the low bid from a non-resident bidder, included an Affidavit of Eligibility (provided in backup).

Staff recommends bid award for items 1-13, 15, 16, 19, 21, 22, 24 and 32 to the lowest bidder meeting

specifications, Sam Pack’s Five Star Ford of Carrollton, Texas, for $881,995.64, or such alternate action as the City Council may deem appropriate.

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed, Chief Operating Officer
James Loomis, Executive Director of the Airport
Mark Yearwood, Assistant City Manager/CIO
Quincy White, Assistant City Manager

Attachments

Resolution & Purchase Order - Packs's Five Star
Bid Tabulation
Affidavit of Eligibility-Scoggin Dickey
Affidavit of Eligibility-Gene Messer

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. 31013351 for the purchase of light duty vehicles as per ITB 13-11066-RH, by and between the City of Lubbock and Sam Pack's Five Star Ford of Carrollton, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Sam Pack's-PurchaseOrd
December 20, 2012

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/03/2013
Order Number 31013351 000 OP
Branch/Plant 3526

TO: SAM PACK'S FIVE STAR FORD
P O BOX 110098
CARROLLTON Texas 75011-0098

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 07/21/2013 Freight
Requested 07/21/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
1/2 Ton Crew Cab, SB, 4x2	1.000	22,966.2400	EA	22,966.24	07/21/2013
Spec 1525-2					
1/2 Ton Crew Cab, SB, 4x4	1.000	23,591.2400	EA	23,591.24	07/21/2013
Spec 1525-4					
1/2 Ton Crew Cab, SB, 4x4	1.000	23,591.2400	EA	23,591.24	07/21/2013
Spec 1525-4					
1/2 Ton Ext Cab, SB, 4x2	1.000	20,064.2400	EA	20,064.24	07/21/2013
Spec 1526-2					
1/2 Ton Ext Cab, SB, 4x2	2.000	20,064.2400	EA	40,128.48	07/21/2013
Spec 1526-2					
1/2 Ton Ext Cab, SB, 4x2	2.000	20,064.2400	EA	40,128.48	07/21/2013
Spec 1526-2					
1/2 Ton Ext Cab, SB, 4x4	1.000	22,429.2400	EA	22,429.24	07/21/2013
Spec 1526-4					
3/4 Ton Ext Cab, 4x2	1.000	21,553.3600	EA	21,553.36	07/21/2013
Spec 1534-2					

city of lubbock TEXAS

PURCHASE ORDER

Date - 01/03/2013

Order Number 31013351 000 OP

Branch/Plant 3526

TO: SAM PACK'S FIVE STAR FORD
P O BOX 110098
CARROLLTON Texas 75011-0098

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 07/21/2013 Freight

Requested 07/21/2013 Taken By D.TORRES

Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
3/4 Ton Ext Cab, 4x2	1.000	21,553.3600	EA	21,553.36	07/21/2013
Spec 1534-2					
3/4 Ton Ext Cab, 4x4	1.000	24,871.3600	EA	24,871.36	07/21/2013
Spec 1534-4					
3/4 Ton Ext Cab, 4x4	1.000	32,788.7200	EA	32,788.72	07/21/2013
Spec 1534-4 Short					
3/4 Ton Ext Cab, 4x4, LG	1.000	28,442.3600	EA	28,442.36	07/21/2013
Spec 1534-4 LG					
3/4 Ton Crew Cab, SB, 4x2	2.000	24,823.3600	EA	49,646.72	07/21/2013
Spec 1535-2					
3/4 Ton Crew Cab, SB, 4x4	1.000	25,765.3600	EA	25,765.36	07/21/2013
Spec 1535-4					
3/4 Ton Crew Cab, LB, 4x4	2.000	32,310.7200	EA	64,621.44	07/21/2013
Spec 1535-4					
3/4Ton Reg Cab,4x2,Cab-Chassis	1.000	19,987.3600	EA	19,987.36	07/21/2013
Spec 1536-2					

city of lubbock TEXAS

PURCHASE ORDER

Date - 01/03/2013

Order Number 31013351 000 OP

Branch/Plant 3526

TO: SAM PACK'S FIVE STAR FORD
P O BOX 110098
CARROLLTON Texas 75011-0098

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 07/21/2013 Freight

Requested 07/21/2013 Taken By D.TORRES

Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
3/4 Ton Reg Cab-Chassis with	3.000	44,143.0600	EA	132,429.18	07/21/2013
Animal Svc Body, Spec 1536-AS					
3/4 Ton Ext Cab-Chassis, 4x4	1.000	25,147.3600	EA	25,147.36	07/21/2013
Spec 1540-4					
3/4 Ton Ext Cab-Chassis, 4x4	2.000	25,147.3600	EA	50,294.72	07/21/2013
Spec 1540-4					
1-Ton Crew Cab, 4x4, DRW	1.000	35,226.7200	EA	35,226.72	07/21/2013
Spec 1543					
1-Ton Crew Cab, LB, 4x4,DRW	2.000	26,283.3600	EA	52,566.72	07/21/2013
Spec 3513					
1-Ton Crew Cab, LB, 4x4,SRW	2.000	25,955.3600	EA	51,910.72	07/21/2013
Spec 3513-SRW					
1-Ton Ext Cab,4x2, Bed Delete	1.000	23,237.3600	EA	23,237.36	07/21/2013
Spec 1548					
3/4 Ton Reg Cab, 4x4	1.000	22,241.3600	EA	22,241.36	07/21/2013
Spec 1532-WTR					

city of lubbock TEXAS

PURCHASE ORDER

Page - 4
Date - 01/03/2013
Order Number 31013351 000 OP
Branch/Plant 3526

TO: SAM PACK'S FIVE STAR FORD
P O BOX 110098
CARROLLTON Texas 75011-0098

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/21/2013 Freight
Requested 07/21/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 40775 ITB 13-11066-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Service Body	1.000	6,812.3000	EA	6,812.30	07/21/2013

Spec NV-1543

Terms NET 25 EOM

Total Order 881,995.64

This purchase order encumbers funds in the amount of $881,995.64 awarded to Sam Pack's Five Star Ford of Carrollton, Texas on January 10, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11066-RH dated December 12, 2012 from Sam Pack's Five Star Ford of Carrollton, Texas. Resolution#_____. 5.28

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Purchasing and Contract Management
Light Duty Vehicles-Group 2

BID FORM

In compliance with the **Invitation to Bid 13-11066-RH**, 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 **13-11066-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **Ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	½ Ton, Crew Cab, Short Bed 4x2 Pickup, per Specification No. 1525-2	$22,966.24	$ 22966.24	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-150 W1C					
2.	2	Each	½ Ton, Crew Cab, Short Bed 4x4 Pickup, per Specification No. 1525-4	$23591.24	$ 47182.48	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-150 W1C					
3.	5	Each	½ Ton, Ext-Cab, Short Bed 4x2 Pickup, per Specification No. 1526-2	$20064.24	$ 100,321.20	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-150 X1C					
4.	1	Each	½ Ton, Ext-Cab Short Bed 4x4 Pickup, per Specification No. 1526-4	$22429.24	$22429.24	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-150 X1E					
5.	1	Each	3/4 Ton, Regular Cab 4x4 Pickup, per Specification No. 1532-WTR	$22241.36	$ 22241.36	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 F2B					
6.	2	Each	3/4 Ton, Ext-Cab 4x2 Pickup, per Specification No. 1534-2	$21553.36	$ 43106.72	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 X2A					
7.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4	$24871.36	$ 24871.36	45-90

	Model Year, Brand Name and Model Number:2013 Ford F-250 X2B					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4 Short	$32788.72	$ 32788.72	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 X2B					
9.	1	Each	3/4 Ton, Ext-Cab 4x4 Pickup, per Specification No. 1534-4 LG (Liftgate)	$28442.36	$ 28442.36	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 X2B					
10.	2	Each	3/4 Ton, Crew-Cab, Short Bed 4x2 Pickup, per Specification No. 1535-2	$24823.36	$ 49646.72	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 W2A					
11.	1	Each	3/4 Ton, Crew-Cab, Short Bed 4x4 Pickup, per Specification No. 1535-4	$25765.36	$ 25765.36	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 W2B					
12.	2	Each	3/4 Ton, Crew-Cab, Long Bed 4x4 Pickup, per Specification No. 1535-4 Long	$32310.72	$ 64621.44	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 W2B					
13.	1	Each	3/4 Ton, Regular Cab, 4x2 Cab-Chassis, per Specification No. 1536-2 (to be paired with Specification No. NV-41-F of this bid)	$19987.36	$ 19987.36	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 F2A					
~~14.~~	~~2~~	~~Each~~	~~3/4 Ton, Regular Cab, 4x4 Cab-Chassis, per Specification No. 1536-4 (to be paired with Specification No. NV-51 of this bid)~~	~~$22625.36~~	~~$ 45,250.72~~	~~45-90~~
	Model Year, Brand Name and Model Number:~~2013 Ford F-250 F2B~~					
15.	3	Each	3/4 Ton, Regular Cab, 4x4 Cab-Chassis, with Animal Services Body included and installed, per Specification No. 1536-AS	$44143.06	$ 132,429.18	45-90
~~Opt 1~~	~~3~~	~~Each~~	~~Dead Animal Box with Lift Gate~~	~~$1774~~	~~$ 5322~~	~~45-90~~
~~Opt 2~~	~~3~~	~~Each~~	~~Lift System-Slide-out tray for lifting large animals~~	~~$2507~~	~~$ 7521~~	~~45-90~~
	Model Year, Brand Name and Model Number:2013 Ford F-250 F2B with Deerskin Container					

16.	3	Each	3/4 Ton, Ext-Cab, 4x4 Cab-Chassis, per Specification No. 1540-4 (to be paired with Specification No. NV-50 of this bid)	$25147.36	$ 75,442.08	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-250 X2B					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
17.	~~4~~	~~Each~~	~~1 Ton, Regular Cab, 4x4 Cab-Chassis, per Specification No. 1541 (to be paired with Specification No. NV-41 of this bid)~~	~~$ 23356.36~~	~~$ 93,425.44~~	~~45-90~~
	Model Year, Brand Name and Model Number:~~2013 Ford F-250 F2B~~					
18.	~~2~~	~~Each~~	~~1 Ton, Regular Cab, 4x4 Pickup, Bed Delete, per Specification No. 1541-TR (to be paired with Specification No. NV-38-TR of this bid)~~	~~$ 26986.36~~	~~$ 53972.72~~	~~45-90~~
	Model Year, Brand Name and Model Number:~~2013 Ford F-350 X3B~~					
19.	1	Each	1 Ton, Crew-Cab, 4x4 Pickup, Dual Rear Wheeled, Bed Delete, per Specification No. 1543 (to be paired with Specification No. NV-1543 of this bid)	$ 35226.72	$ 35,226.72	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-350 W3D					
20.	~~1~~	~~Each~~	~~1 Ton, Crew-Cab, 4x4, Cab -Chassis, Dual Rear Wheeled, per Specification No. 1544 (to be paired with Specification No. NV-44 of this bid)~~	~~$ 40625.48~~	~~$ 40625.48~~	45-90
	Model Year, Brand Name and Model Number:~~2013 Ford F-350 W3G~~					
21.	1	Each	1 Ton, Ext-Cab, 4x2 Pickup, Bed Delete, per Specification No. 1548 (to be paired with Specification No. NV-1548 of this bid)	$23237.36	$ 23,237.36	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-350 X3A					
22.	2	Each	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled, per Specification No. 3513	$26283.36	$ 52,566.72	45-90
	Model Year, Brand Name and Model Number:2013 Ford F-350 W3C					
23.	~~2~~	~~Each~~	~~1 Ton, Crew-Cab, Long Bed, Cab-Chassis, Dual Rear Wheeled, per Specification No. 3513-CEM (to be paired with Specification No. NV-3513 of this bid)~~	~~$~~	~~$~~	

	Model Year, Brand Name and Model Number:					
24.	2	Each	1 Ton, Crew-Cab, Long Bed, Pickup, per Specification No. 3513-SRW	$25955.36	$ 51,910.72	45-90
	Model Year, Brand Name and Model Number: 2013 Ford W3A					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
25.	~~1~~	~~Each~~	~~1 Ton, Crew-Cab, Long Bed, Cab-Chassis, Dual Rear Wheeled, per Specification No. 3513-ST~~ (to be paired with Specification No. NV-ST-770 of this bid)	$ 28303.48	$ ~~28,303.48~~	~~45-90~~
	Model Year, Brand Name and Model Number: ~~2013 Ford F-350 W3H~~					
26.	~~2~~	~~Each~~	Utility Body per Specification No. NV-38-TR (to be paired with Specification No. 1541-TR of this bid)	$ 17,256	$ 34,512	90-120
	Model Year, Brand Name and Model Number: No Bid					
27.	~~4~~	~~Each~~	Flat Bed per Specification No. NV-41 (to be paired with Specification No. 1541of this bid)	$2049	$ 8196	90-120
	Model Year, Brand Name and Model Number: ~~Pickup Pals PUP Custom~~					
28.	~~1~~	~~Each~~	Utility Body per Specification No. NV-41-F (to be paired with Specification No. 1536 of this bid)	$5922.35	$ 5922.35	90-120
	Model Year, Brand Name and Model Number: ~~Knapheide 696J1 or 696LJ1(Low Profile)~~					
29.	~~1~~	~~Each~~	Flat Bed, General Purpose, per Specification No. NV-44 (to be paired with Specification No. 1544 of this bid)	$2165	$ 2165	90-120
	Model Year, Brand Name and Model Number: ~~Pickup Pals PUP Custom~~					
30.	~~3~~	~~Each~~	Utility Body per Specification No. NV-50 (to be paired with Specification No. 1540-4 of this bid)	$5922.85	$ 17767.05	90-120
	Model Year, Brand Name and Model Number: ~~Knapheide 696J1 or 696LJ1(Low Profile)~~					
31.	~~2~~	~~Each~~	Utility Body per Specification No. NV-51 (to be paired with Specification No. 1536-4 of this bid)	$5922.85	$ 11845.70	90-120

	Model Year, Brand Name and Model Number: Knapheide 696J1 or 696LJ1(Low Profile)					
32.	1	Each	Service Body per Specification No. NV-1543 (to be paired with Specification No. 1543 of this bid)	$ 6812.30	$ 6812.30	90-120
	Model Year, Brand Name and Model Number: Knapheide 696D54J1 Regular or Low Profile					
ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
33.	1	Each	Service Body with Flip Top, per Specification No. NV-1548 (to be paired with Specification No. 1548 of this bid)	$ 6903.45	$ 6903.45	90-120
	Model Year, Brand Name and Model Number: Knapheide 696FJ1					
34.	2	Each	Dump Body, Metal, per Specification No. NV-3513-CEM (to be paired with Specification No. 3513-CEM of this bid)	$ 6759.49	$ 13518.98	90-120
	Model Year, Brand Name and Model Number: Pickup Pals - PUP Custom					
35.	1	Each	Dump Body, Metal, per Specification No. NV-ST-770 (to be paired with Specification No. 3513-ST of this bid)	$ 6978.93	$ 6978.93	90-120
	Model Year, Brand Name and Model Number: Pickup Pals - PUP Custom					

***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 %, 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 XXXX 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 Sam Pack's Five Star Ford 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: Sam Pack's Five Star Ford

Address: 1635 IH 35 E

City: Carrollton State: Texas Zip 75006

Bidder acknowledges receipt of the following addenda:

Addenda No. 001 Date 11/30/2012
Addenda No. 002 Date 12/3/2012
Addenda No. 003 Date 12/5/2012
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 Ford and Franchise Dealer's License No. F1406

General Distinguishing No. P6388 (Franchised TX dealer)

By _____ Date: 12-12-12

Authorized Representative - must sign by hand

Officer Name and Title: Alan J Rosner - Director
Please Print

Business Telephone Number 888 835 3389 x6 FAX: 972 245 5278

E-mail Address: alanrosner@spford.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
Janaury 10, 2013

BID 13-11066-RH
Light Duty Vehicles - Group 2

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	1/2 Ton, Crew Cab, Short Bed 4 X 2 Pickup - Spec 1525-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,966**	**$ 22,966**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,079	24,079
			Gene Messer Chevrolet	Lubbock, TX	24,267	24,627
2	2	EA	1/2 Ton, Crew Cab, Short Bed 4 X 4 Pickup - Spec 1525-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,591**	**47,182**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,418	52,836
			Gene Messer Chevrolet	Lubbock, TX	26,566	53,132
3	5	EA	1/2 Ton, Ext-Cab, Short Bed 4 X 2 Pickup - Spec 1526-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**20,064**	**100,321**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,025	110,125
			Gene Messer Chevrolet	Lubbock, TX	23,131	115,655
4	1	EA	1/2 Ton, Ext-Cab Short Bed 4 X 4 Pickup - Spec 1526-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,429**	**22,429**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	23,565	23,565
			Gene Messer Chevrolet	Lubbock, TX	25,272	25,272
5	1	EA	3/4 Ton, Regular Cab 4 X 4 Pickup - Spec 1532-WTR			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**22,241**	**22,241**
			Gene Messer Chevrolet	Lubbock, TX	22,859	22,859
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,959	22,959
6	2	EA	3/4 Ton, Ext-Cab 4 X 2 Pickup - Spec 1534-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**21,553**	**43,107**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,580	45,160
			Gene Messer Chevrolet	Lubbock, TX	23,750	47,500
7	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,871**	**24,871**
			Gene Messer Chevrolet	Lubbock, TX	25,398	25,398
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,457	25,457
8	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,789**	**32,789**
			Gene Messer Chevrolet	Lubbock, TX	33,954	33,954
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	34,243	34,243
9	1	EA	3/4 Ton, Ext-Cab 4 X 4 Pickup - Spec 1534-4-LG			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**28,442**	**28,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,081	29,081
			Gene Messer Chevrolet	Lubbock, TX	29,300	29,300
10	2	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 2 Pickup - Spec 1535-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**24,823**	**49,647**
			Gene Messer Chevrolet	Lubbock, TX	25,723	**51,446**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,902	**53,804**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
11	1	EA	3/4 Ton, Crew-Cab, Short Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,765**	**25,765**
			Gene Messer Chevrolet	Lubbock, TX	25,953	25,953
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,039	26,039
12	2	EA	3/4 Ton, Crew-Cab, Long Bed 4 X 4 Pickup - Spec 1535-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**32,311**	**64,621**
			Gene Messer Chevrolet	Lubbock, TX	33,266	66,532
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	33,365	66,730
13	1	EA	3/4 Ton, Regular Cab, 4 X 2 Cab-Chassis - Spec 1536-2			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**19,987**	**19,987**
			Gene Messer Chevrolet	Lubbock, TX	20,208	20,208
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	20,590	20,590
14	2	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1536-4			
			Gene Messer Chevrolet	**Lubbock, TX**	**22,497**	**44,994**
			Sam Pack's Five Star Ford	Carrollton, TX	22,625	45,251
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	22,879	45,758
15	3	EA	3/4 Ton, Regular Cab, 4 X 4 Cab-Chassis with Animal Services Body - Spec 1536-AS			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**44,143**	**132,429**
16	3	EA	3/4 Ton, Ext-Cab, 4 X 4 Cab-Chassis - Spec 1540-4			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,147**	**75,442**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,651	76,953
			Gene Messer Chevrolet	Lubbock, TX	26,016	78,048
17	4	EA	1 Ton, Regular Cab, 4 X 4 Cab-Chassis - Spec 1541			
			Gene Messer Chevrolet	**Lubbock, TX**	**23,200**	**92,800**
			Sam Pack's Five Star Ford	Carrollton, TX	23,356	93,425
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	24,070	96,280
18	2	EA	1 Ton, Regular Cab, 4 X 4 Pickup, Bed Delete - Spec 1541-TR			
			Gene Messer Chevrolet	**Lubbock, TX**	**26,875**	**53,750**
			Sam Pack's Five Star Ford	Carrollton, TX	26,986	53,973
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,995	55,990
19	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**35,227**	**35,227**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	35,526	35,526
			Gene Messer Chevrolet	Lubbock, TX	35,877	35,877
			J&B Trailers and Equipment, Inc.	Lubbock, TX	No Bid	
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	No Bid	
20	1	EA	1 Ton, Crew-Cab, 4 X 4 Pickup, Dual Rear Wheeled, Bed Delete - Spec 1544			
			Gene Messer Chevrolet	**Lubbock, TX**	**28,767**	**28,767**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	28,810	28,810
			Sam Pack's Five Star Ford	Carrollton, TX	40,625	40,625
21	1	EA	1 Ton, Ext-Cab, 4 X 2 Pickup, Bed Delete - Spec 1548			

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	**Carrollton, TX**	**23,237**	**23,237**
			Gene Messer Chevrolet	Lubbock, TX	24,877	24,877
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,180	25,180
22	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Dual Rear Wheeled - Spec 3513			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**26,283**	**52,567**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,324	54,648
			Gene Messer Chevrolet	Lubbock, TX	27,727	55,454
23	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-CEM			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**23,115**	**46,230**
			Gene Messer Chevrolet	Lubbock, TX	23,313	46,626
			Sam Pack's Five Star Ford	Carrollton, TX	No Bid	
24	2	EA	1 Ton, Crew-Cab, Long Bed, Pickup - Spec 3513-SRW			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**25,955**	**51,911**
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	29,533	59,066
			Gene Messer Chevrolet	Lubbock, TX	29,774	59,548
25	1	EA	1 Ton, Crew-Cab, Long Bed, Pickup, Bed Delete, Dual Rear Wheeled - Spec 3513-ST			
			Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**28,185**	**28,185**
			Sam Pack's Five Star Ford	Carrollton, TX	28,303	28,303
			Gene Messer Chevrolet	Lubbock, TX	28,709	28,709
26	2	EA	Utility Body per Specification No. NV-38-TR			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**15,895**	**31,790**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	16,859	33,718
			Sam Pack's Five Star Ford	Carrollton, TX	17,256	34,512
27	4	EA	Flat Bed per Speicification No. NV-41			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**1,950**	**7,798**
			Sam Pack's Five Star Ford	Carrollton, TX	2,049	8,196
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	10,600
28	1	EA	Utility Body per Specification No. NV-41-F			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**5,789**
			Sam Pack's Five Star Ford	Carrollton, TX	5,922	5,922
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	6,495
29	1	EA	Flat Bed, General Purpose per Specification No. NV-44			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**2,066**	**2,066**
			Sam Pack's Five Star Ford	Carrollton, TX	2,165	2,165
			J&B Trailers and Equipment, Inc.	Lubbock, TX	2,650	2,650
30	3	EA	Utility Body per Specification No. NV-50			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**17,366**
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	17,769
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	19,485
31	2	EA	Utility Body per Specification No. NV-51			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,789**	**11,578**

City of Lubbock, Tx
Fleet Services
Bid Tabulation
Janaury 10, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
			Sam Pack's Five Star Ford	Carrollton, TX	5,923	11,846
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,495	12,990
32	1	EA	Service Body per Specification No. NV-1543			
			Sam Pack's Five Star Ford	**Carrollton, TX**	**6,812**	**6,812**
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,325	7,325
			Pick Up Pals Inc dba Forman's Pick up Pals	Lubbock, TX	7,590	7,590
33	1	EA	Service Body with Flip Top per Specification No. NV-1548			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**6,294**	**6,294**
			Sam Pack's Five Star Ford	Carrollton, TX	6,903	6,903
			J&B Trailers and Equipment, Inc.	Lubbock, TX	6,991	6,991
34	2	EA	Dump Body, Metal per Specification No. NV-3513-CEM			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**11,170**
			Sam Pack's Five Star Ford	Carrollton, TX	6,759	13,519
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,581	15,162
35	1	EA	Dump Body, Metal per Specification No. NV-ST-770			
			Pick Up Pals Inc dba Forman's Pick up Pals	**Lubbock, TX**	**5,585**	**5,585**
			Sam Pack's Five Star Ford	Carrollton, TX	6,979	6,979
			J&B Trailers and Equipment, Inc.	Lubbock, TX	7,981	7,981

Item by Item		
Sam Pack's Five Star Ford	**Carrollton, TX**	**$ 881,996**
Gene Messer Chevrolet	**Lubbock, TX**	**220,311**
Pick Up Pals dba Forman's Pick up Pals	**Lubbock, TX**	**99,435**
Scoggin-Dickey Chevrolet-Buick	**Lubbock, TX**	**74,417**

For Items 6, 9, 16, 19 and 22 Scoggin-Dickey Chevrolet of Lubbock and Items 5,7,8,10,11,12 and 13 Gene Messer Chevrolet bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

City of Lubbock, Texas
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

Marta Alvarez, Director of Purchasing
And Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Scoggin Dickey Chevrolet, Buick

Local Address (must be within the City limits): 5901 Spur 327, Lubbock 79424

Address of the company's principal place of business within the United States: Same

1. How many residents of the City of Lubbock are employed at the above business location? 125 +/-
2. Year your business was established in the City of Lubbock: 1929
3. For transactions that require sales tax, provide the following Reseller information:

   Reseller Permit Number: 75-0744374

   Company Name and Address (as it appears on permit):

   Scoggin Dickey Chevrolet Buick Inc

   5901 Spur 327, Lubbock, TX 79424
4. Does your business have more than one office in the State of Texas? ____ Yes ✓ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

   _____

   _____
5. Was the local business required to pay business and/or real property tax for the most recent tax year? ✓ Yes ____ No

   If Yes, did the local business pay any of this tax to the City of Lubbock? ✓ Yes ____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: John Zwiacher Date: 12/13/2012

Printed Name and Title: John Zwiacher, President

City of Lubbock, Texas
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

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Marta Alvarez, Director of Purchasing
And Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: GENG MESSER CHEVROLET

Local Address (must be within the City limits): 3907 AVE Q Lubbock, Tx 79412

Address of the company's principal place of business within the United States: Same

1. How many residents of the City of Lubbock are employed at the above business location? 60
2. Year your business was established in the City of Lubbock: 1991
3. For transactions that require sales tax, provide the following Reseller information:
   Reseller Permit Number: 12002641943
   Company Name and Address (as it appears on permit):
   Lubbock Motors GM dba GENG MESSER CHEVROLET
   3907 AVE Q Lubbock, Tx 79412
4. Does your business have more than one office in the State of Texas? ____ Yes ✓ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

   _____

   _____
5. Was the local business required to pay business and/or real property tax for the most recent tax year? ✓ Yes ____ No
   If Yes, did the local business pay any of this tax to the City of Lubbock? ✓ Yes ____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: Gary Hinkle Date: 12-12-12

Printed Name and Title: GARY HINKLE Fleet & Commercial Mgr

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

Meeting Date: 01/10/2013

Information

Agenda Item

Resolution - Storm Water: Consider a resolution adopting recommendations of the ad hoc Storm Water Committee concerning the calculation and assessment of storm water utility charges, and directing the City Manager and the LP&L Chief Executive Officer regarding preliminary activities in connection with the implementation thereof.

Item Summary

On August 9, 2012, the City Council created an Ad Hoc Committee to review and make recommendations for the billing of storm water fees. The recommendations were presented to the Council by Cyril Reasoner, Committee Chair, on November 29, 2012. This resolution formally adopts the recommendations of the Committee and directs the City Manager and Chief Executive Officer of Lubbock Power and Light to prepare the information and billing needed to implement the new rate structure based on impervious surface area by October 1, 2014.

Fiscal Impact

Staff/Board Recommending

Latrelle Joy, Councilwoman, District 6
Karen Gibson, Councilwoman, District 5

Attachments

Resolution - Storm Water

Ad Hoc Committee Recommendations

RESOLUTION

WHEREAS, the City Council of the City of Lubbock passed Resolution 2012-R0314 on August 9, 2012, and pursuant thereto appointed an ad hoc storm water committee (the "Committee") to study storm water rates, and report its findings and recommendations back to the City Council; and

WHEREAS, the Committee fulfilled its charge under the aforementioned resolution, and presented its findings and recommendations to the City Council on November 29, 2012; and

WHEREAS, the policy recommendations of the Committee included the following:

1. assessment of storm water utility charges for residential property based on the area of impervious square footage of each property according to placement thereof into one of four tiers as set forth below:

   a. Tier 1: residences with an area not exceeding 850 square feet;

   b. Tier 2: residences with an area of between 851 square feet and 1,650 square feet;

   c. Tier 3: residences with an area of between 1,651 square feet and 2,450 square feet; or

   d. Tier 4: residences with an area in excess of 2,451 square feet;

2. assessment of storm water utility charges for commercial property based on the area of impervious square footage of each property, according to placement thereof into one of four tiers, as set forth below, with a minimum assessed charge being no less than the Tier 4 residential rate, and a maximum assessed charge being no greater than that charge assessed to a property having 150,000 square feet of impervious surface:

   a. Tier 1: commercial properties with an area not exceeding 14,999 square feet;

   b. Tier 2: commercial properties with an area of between15,000 square feet and 59,999 square feet;

   c. Tier 3: commercial properties with an area of between 60,000 square feet and 149,999 square feet; or

   d. Tier 4: commercial properties with an area in excess of 150,000 square feet;

3. maintaining a revenue generation target ratio of sixty percent (60%) derived from residential properties and forty percent (40%) derived from commercial properties;

4. maintaining current exemptions from storm water utility charges for property and facilities owned by public school districts, the State of Texas, Lubbock County, and the City of Lubbock;

5. reclassifying property zoned and built as apartment-type housing as "commercial property" for the purposes of assessing storm water charges; and

WHEREAS, recognizing that both the City of Lubbock organization and affected ratepayers would need sufficient lead time to plan for an implementation of the policy recommendations, should they be accepted and adopted by the City Council, the Committee advised that the effective date for final implementation to be October 1, 2014; and

WHEREAS, the City Council of the City of Lubbock now desires to accept and adopt the policy recommendations of the Committee, and accordingly desires to instruct the City Manager and the Chief Executive Officer of Lubbock Power & Light to begin all necessary processes and actions to effectuate those policy recommendations, including without limitation steps to begin mapping properties in the city limits as to impervious surface area, and preparing the City of Lubbock billing system to utilize said data in the transition from water meter billing to premise-based billing; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock does hereby instruct the City Manager and the Chief Executive Officer of Lubbock Power & Light to take all necessary preliminary actions to effectuate a transition from water meter billing to a premise-based billing system for the City of Lubbock's storm water drainage fees, of such a type recommended by the Committee and set forth herein, and in such a way that, upon final adoption by ordinance or other formal action by the City Council of those recommended changes, the implementation by the City would be promptly accomplished.

CONSIDERED AND APPROVED this ___ day of _____, 2013.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

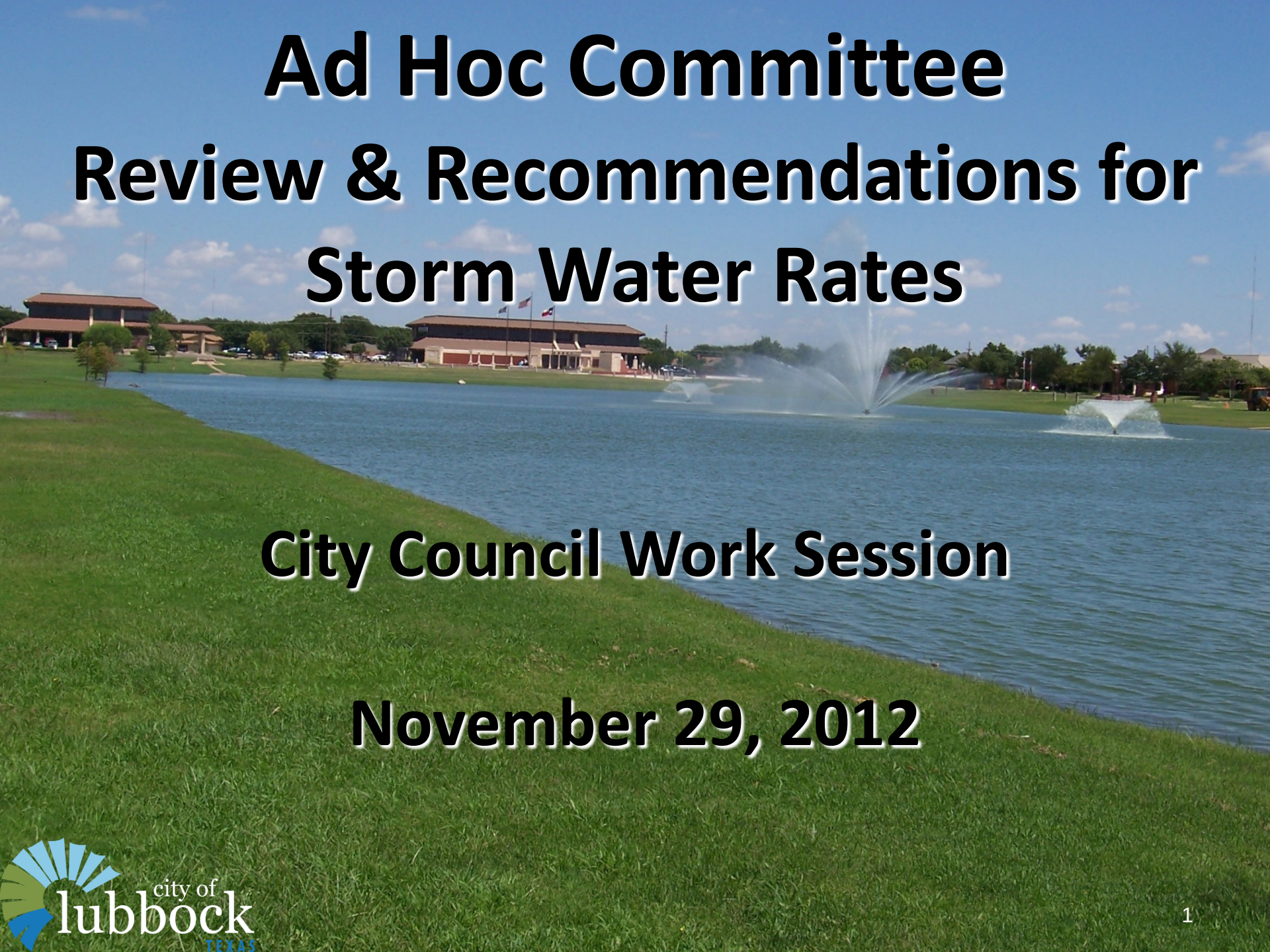
Karen Gibson, Mayor Pro Tem

Latrelle Joy, Councilwoman District 6

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

Reso.Preliminary Action-Stormwater Rates 1.3.12



Ad Hoc Committee
Review & Recommendations for Storm Water Rates

City Council Work Session

November 29, 2012

city of lubbock TEXAS

Committee Tasking and Requirements

- Tasked by Resolution 2012-R0314, August 9, 2012
- City Council charge
  - "Appoint a committee sufficiently representative of the residents, business interests, and property owners of Lubbock whose task it shall be to continue the aforementioned study, expanding it freely by thorough, reasoned analysis to include, without limitation, …"

Committee Creation and Requirements

- City Council charge (cont.)
  - "…modified tiers for rates and fees, and the development of multiple charge assessment scenarios for consideration by the City Council and other interested citizens to reach the most equitable cost sharing possible."

Storm Water Fee Study Committee Members

- Cyril Reasoner, Chair
- Karen Gibson, Mayor Pro Tem
- Latrelle Joy, Councilwoman
- Tricia Grimstead
- Brian Irlbeck
- Bill Maloy
- Joseph Rapier
- Pete Ruiz
- Mark Umstot

Timeline to Date

- Six Committee Meetings
  - August 23, 2012
  - August 31, 2012
  - September 10, 2012
  - September 28, 2012
  - October 23, 2012
  - November 6, 2012

Storm Water Rates History

- Storm Water Model Codes Committee established by City Council in April 2011 to evaluate a more equitable fee structure for storm water charges.

- Committee provided recommendations to City Council in May 2012.

Storm Water Rate Issues

- Currently Billed as Flat Fee per water meter
- Larger property does not always equate to multiple water meters
- All properties should contribute and not just those with water meters

Storm Water Rate Issues (cont.)

- Current residential/commercial revenue generation split is 62% to 38% respectively
- Burden of payment for residential and commercial customers should be based on impervious area contribution including associated streets
  - Approximately 60% residential
  - Approximately 40% commercial

Storm Water Rate Issues (cont.)

- 37 different rate models evaluated
  - Full impervious
  - Residential tiers
  - Economic impact
  - Street maintenance
  - Possible project delays


Example:
Current Rates
$185.84
$92.92
$185.84
PEORIA AV
72ND ST
QUAKER AV
74TH ST
N
city of
lubbock
TEXAS
GIS and Data Services

Ad Hoc Committee Recommendations

- Recommend 4 residential tiers based on square footage of building footprint
  - Tier 1 – homes < 850 square feet (2,768 units)
  - Tier 2 – homes 851 – 1,650 square feet (22,208 units)
  - Tier 3 – homes 1,651 – 2,450 square feet (25,824 units)
  - Tier 4 – homes > 2,451 square feet (20,560 units)

city of lubbock TEXAS

Ad Hoc Committee Recommendations (cont.)

- Recommend impervious area for commercial properties based on impervious square footage
- Recommend a maximum charge based on a limit of 150,000 sf impervious area
- Recommend a minimum charge for commercial properties to be no less than the highest residential rate

Ad Hoc Committee Recommendations (cont.)

- Recommend 60/40 percentage split between residential and commercial properties
- Recommend maintaining current exemptions from storm water utility charges for:
  - School District Property
  - City of Lubbock Property
  - State of Texas Property
  - Lubbock County Property
- Recommend classifying apartments as commercial properties
- Recommend street maintenance remain in General Fund

City of Lubbock, TX
Finance Department
Proposed Stormwater Rate Model
Full Impervious Rate Structure
Without Future Street Maintenance Debt
Four Residential Tiers
150,000 Sq. Ft. Limit on Impervious Surface Area
60/40 Split

	Forecast					
	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Revenues						
Interest Revenues	$ -	33,149	54,507	84,930	85,405	75,237
Revenue From Junk Sales	10,000	10,000	10,000	10,000	10,000	10,000
Revenue from Dept Operations	18,981,980	21,889,212	25,555,026	23,700,184	23,953,109	27,053,960
Total Funding Sources	18,991,980	21,932,362	25,619,532	23,795,114	24,048,514	27,139,197
Expenditures						
Total Salaries	1,256,596	1,281,728	1,307,362	1,333,510	1,360,180	1,387,384
Total Benefits	733,091	776,769	824,223	875,817	931,955	993,077
Total Supplies	161,390	164,618	167,911	171,269	174,694	178,188
Total Maintenance	265,870	271,187	276,611	282,143	287,786	293,542
Total Other Charges	176,844	180,381	183,988	187,668	191,422	195,250
Total Transfers	2,853,104	3,080,935	3,355,115	3,300,188	3,371,566	3,614,867
Pay-As-You-Go Funding in CIP	970,000	250,000	1,600,000	250,000	-	1,250,000
Total Debt Service Annually	9,339,250	9,307,789	9,311,928	9,343,282	9,361,604	9,371,446
Transfer to Debt Service Fund	5,321,023	5,304,028	5,309,575	5,303,870	5,308,446	5,309,594
Less: Interest Income	(129,208)	(148,852)	(135,494)	(199,272)	(226,688)	(154,640)
Less: Build America Bond Subsidy	(21,471)	(21,471)	(21,471)	(21,471)	(21,471)	(20,929)
Future Stormwater Project Debt Service	-	458,008	2,227,582	2,248,401	3,018,686	3,050,038
Total Master Lease	608,717	708,375	599,511	695,970	798,715	916,967
Total Expenditures	21,535,207	21,613,495	25,006,841	23,771,374	24,556,895	26,384,783
Total Expenditures Over/(Under) Revenues	$ (2,543,227)	318,867	612,691	23,740	(508,381)	754,414
Net Asset Calculation						
Appropriable Net Assets	$ 3,314,947	3,633,814	4,246,505	4,270,245	3,761,863	4,516,277
Less: Appropriable Net Asset Policy	(2,847,297)	(3,283,382)	(3,833,254)	(3,555,028)	(3,592,966)	(4,058,094)
Total Appropriable Net Assets	$ 467,650	350,432	413,251	715,217	168,897	458,183
Rate Analysis						
Tier 1 Residential Rate < 850 Sq. Ft. Monthly	$ 6.82	7.79	9.00	8.26	8.27	9.25
Tier 2 Residential Rate 851 - 1,650 Sq. Ft Monthly	10.23	11.68	13.50	12.40	12.41	13.87
Tier 3 Residential Rate 1,651 - 2,450 Sq. Ft. Monthly	13.64	15.57	18.00	16.53	16.54	18.50
Tier 4 Residential Rate > 2,451 Sq. Ft. Monthly	17.05	19.47	22.50	20.66	20.68	23.12
Commercial Rate per Sq. Ft. - Monthly	0.002865	0.003271	0.003782	0.003472	0.003475	0.003886
Tier 1 Residential Rate < 850 Sq. Ft.	1.19%	1.19%	1.19%	1.19%	1.19%	1.19%
Tier 2 Residential Rate 851 - 1,650 Sq. Ft	14.37%	14.37%	14.37%	14.37%	14.37%	14.37%
Tier 3 Residential Rate 1,651 - 2,450 Sq. Ft.	22.28%	22.28%	22.28%	22.28%	22.28%	22.28%
Tier 4 Residential Rate > 2,451 Sq. Ft.	22.17%	22.17%	22.17%	22.17%	22.17%	22.17%
Commercial Revenue	39.99%	39.99%	39.99%	39.99%	39.99%	39.99%
Number of Lots						
Tier 1 Residential Rate < 850 Sq. Ft.	2,768	2,796	2,824	2,852	2,880	2,909
Tier 2 Residential Rate 851 - 1,650 Sq. Ft	22,208	22,430	22,654	22,881	23,110	23,341
Tier 3 Residential Rate 1,651 - 2,450 Sq. Ft.	25,824	26,082	26,343	26,606	26,873	27,141
Tier 4 Residential Rate > 2,451 Sq. Ft.	20,560	20,766	20,973	21,183	21,395	21,609
Commercial Total Sq. Ft.	220,644,791	222,851,239	225,079,751	227,330,549	229,603,854	231,899,893

This model excludes all future debt associated with the Street Maintenance Program.
The proposed rate structure incorporated in this model is subject to change depending on many variables.
Some of these variables may include: interest rates, commodity prices, inflation rates, and changes in the cost or priority of capital projects.

Commercial Properties

Impervious Square Feet	Number of Properties
0 – 149,999	4,476
150,000 +	239
Total Properties	***4,715***

Rate Comparisons

Sample Properties 0 to 14,999 SF
Number of Properties-2,176

		Current			Proposed		
		# of Meters	Monthly cost	Annual cost	Impervious area (SF)	Monthly cost	Annual cost
Anderson Cleaners	**4206 98th St.**	**2**	**$185.84**	**$2,230.08**	**14,250.59**	**$40.83**	**$489.94**
Mr. Aquarium	**2523 34th St.**	**4**	**$371.68**	**$4,460.16**	**8,176.48**	**$23.43**	**$281.11**
Oneok Westex Transmission	**4123 MLK Blvd.**	**1**	**$92.92**	**$1,115.04**	**2,133.27**	**$17.05**	**$204.60**
Tom & Bingo's BBQ	**3006 34th**	**1**	**$92.92**	**$1,115.04**	**7,500.91**	**$21.49**	**$257.88**
Pete's Drive In #3	**4156 34th**	**1**	**$92.92**	**$1,115.04**	**9,672.61**	**$27.71**	**$332.54**

city of lubbock TEXAS

Rate Comparisons

Sample Properties 15,000 to 59,999 SF

Number of Properties-1,786

		Current			Proposed		
		# of Meters	Monthly cost	Annual cost	Impervious area (SF)	Monthly cost	Annual cost
AutoZone #1339	**3201 50th St.**	**1**	**$92.92**	**$1,115.04**	**41,746.92**	**$119.60**	**$1,435.26**
Better Business Bureau	**3307 66th St.**	**1**	**$92.92**	**$1,115.04**	**17,748.44**	**$50.85**	**$610.19**
7-eleven	**3402 98th**	**1**	**$92.92**	**$1,115.04**	**38,356.81**	**$109.89**	**$1,318.71**
Krispy Kreme	**4301 S Loop 289**	**2**	**$185.84**	**$2,230.08**	**35,984.20**	**$103.09**	**$1,237.14**
Stripes	**6519 University**	**1**	**$92.92**	**$1,115.04**	**29,944.73**	**$85.79**	**$1,029.50**
Chick-fil-A	**6820 Slide**	**2**	**$185.84**	**$2,230.08**	**43,497.93**	**$124.62**	**$1,495.46**

city of lubbock TEXAS

Rate Comparisons

Sample Properties 60,000 to 149,999 SF

Number of Properties-514

		Current			Proposed		
		# of Meters	Monthly cost	Annual cost	Impervious area (SF)	Monthly cost	Annual cost
McDougal Office Building	**5001 W. Loop 289**	**2**	**$185.84**	**$2,230.08**	**82,115.96**	**$235.26**	**$2,823.15**
Alderson Lexus	**1210 19th St.**	**2**	**$185.84**	**$2,230.08**	**62,765.73**	**$179.82**	**$2,157.89**
Doc's Liquor	**7021 Quaker**	**1**	**$92.92**	**$1,115.04**	**64,759.35**	**$185.54**	**$2,226.43**
Haverty's	**7401 Quaker**	**2**	**$185.84**	**$2,230.08**	**94,511.36**	**$270.78**	**$3,249.30**
Timber Ridge (Apts)*	**2602 82nd St.**	**5**	**$70.00**	**$840.00**	**64,905.00**	**$185.95**	**$2,231.43**
Sundowner (Apts)*	**4630 55th Dr.**	**3**	**$42.00**	**$504.00**	**78,845.00**	**$225.89**	**$2,710.69**
CVS	**5208 98th**	**2**	**$185.84**	**$2,230.08**	**67,245.43**	**$192.66**	**$2,311.90**

city of lubbock TEXAS

Rate Comparisons

Sample Properties 150,000 + SF

Number of Properties-239

		Current			Proposed		
		# of Meters	Monthly cost	Annual cost	Impervious area (SF)	Monthly cost	Annual cost
Scoggin Dickey	**5901 Spur 327**	**4**	**$371.68**	**$4,460.16**	**574,867.36**	**$429.75**	**$5,157.00**
American State Bank	**1401 Avenue Q**	**3**	**$278.76**	**$3,345.12**	**263,104.49**	**$429.75**	**$5,157.00**
City Bank	**5219 Marsha Sharp Freeway**	**3**	**$278.76**	**$3,345.12**	**354,142.30**	**$429.75**	**$5,157.00**
Plains Capital Bank	**5010 University**	**2**	**$185.84**	**$2,230.08**	**234,613.00**	**$429.75**	**$5,157.00**
Kohl's	**3307 98th St.**	**2**	**$185.84**	**$2,230.08**	**333,380.68**	**$429.75**	**$5,157.00**
Memphis Place Mall	**3801 50th St.**	**2**	**$185.84**	**$2,230.08**	**161,209.93**	**$429.75**	**$5,157.00**
The Dominion (Apts)*	**5501 50th**	**18**	**$252.00**	**$3,024.00**	**619,426.00**	**$429.75**	**$5,157.00**
University Fountains (Apts)	**2202 Mac Davis Ln**	**12**	**$1,115.04**	**$13,380.48**	**473,499.00**	**$429.75**	**$5,157.00**
South Kingsgate Center	**8201 Quaker**	**7**	**$650.44**	**$7,805.28**	**516,255.40**	**$429.75**	**$5,157.00**
South Plains Mall	**6002 Slide Road**	**10**	**$929.20**	**$11,150.40**	**3,314,299.85**	**$429.75**	**$5,157.00**
Wal-Mart	**4215 S. Loop 289**	**2**	**$185.84**	**$2,230.08**	**735,294.26**	**$429.75**	**$5,157.00**
Labatt Food Service	**5824 Elm**	**1**	**$92.92**	**$1,115.04**	**1,097,544.42**	**$429.75**	**$5,157.00**

city of lubbock TEXAS


Example:
Proposed Rates
$103.09
$185.54
$429.75
PEORIA AV
QUAKER AV
72ND ST
74TH ST
N
city of
lubbock
TEXAS
GIS and Data Services

Logistics of moving forward

- Conversion from water meter billing to premise billing will require significant man-hours for quality control checks for both residential and commercial properties
  - Every property will have to be evaluated and tied to the billing system
- Impervious area data will need to be maintained and updated continually with billing system
- Water Board of Appeals can be used for customer appeals of rate charges

Projected Schedule*

- Migration to Ventyx Customer Suite-January 2013
- Migration to Inova Cashiering System-April 2013
- Data Collection – 9 months
- Data Conversion and Comparison – 6 months
- Data Verification – 3 months
- Implementation of Beta Testing – 3 months
- Projected Go-Live – October 1, 2014

**Dependent upon date of City Council authority.*

**Dependent upon project priorities.*

city of lubbock TEXAS

Thank You



city of lubbock TEXAS

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

Meeting Date: 01/10/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Lubbock Business Park TIF Reinvestment Zone Board of Directors, one appointment to the Lubbock Economic Development Alliance Board of Directors, and one appointment to Market Lubbock, Inc. Board of Directors.

Item Summary

Consider one appointment to the Lubbock Business Park TIF Reinvestment Zone Board of Directors, one appointment to the Lubbock Economic Development Alliance Board of Directors, and one appointment to Market Lubbock, Inc. Board of Directors.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

RS Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 10, 2013 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR	10.01.12	N/A		REPLACE	N/A
	2	MARKET LUBBOCK, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR	10.01.14	N/A		REPLACE	N/A

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 12/19/2012

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	86.0% (6)
Female	51.5%	53.0%	26.8%	14.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	14.0% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	29.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	29.0% (2)
District 6	17.2%	19.9%	16.6%	29.0% (2)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy:

Lance Nail (M,A,5) Rawls College of Business

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/19/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0605		Boyd	Rick	M	A	S	40-49	Banker	First United Bank	4
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	4
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
1210		Nail	Lance	M	A		40-49	Academic Dean	Rawls College of Busine	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Second Preference:										
1005		Davidson	Lea	F	A		50-59	Coordinator Special Event	Texas Tech University	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Grou	3
Third Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Coope	5
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0904		Stanek	Sunshine	F	A		30-39	Prosecutor	District Attorney's Office	5
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Direct	The Door	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fourth Preference:										
1211		Gonzales	Raquel	F	H		18-29	Volunteer		1
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0803		Langford	Curtis	M	A		40-49	Regional Vice President	Balfour College Division	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Fifth Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Sixth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3

Committee #104 Lubbock Economic Development Alliance, Inc

Perm./Temp. Board: **P**

	Confidential	Home	Business		Reappt Elig.
Collins **Tim** **Mr. Timothy**		*311 York Avenue* *Lubbock Tx 79416* *timcollins@collinstile.com* *(806) 793-4576* *CEL*	*Collins Tile LLP.* *4715 Clovis Highway* *Lubbock TX 79416* *(806) 747-7738*	*Curr:* 12/17/2012 - 10/1/2015 *2nd:* - *1st:* - *Fax:* (806) 747-1982	*Y*
E-mail timcollins@collinstile.com					
Eighmy **Mr. Taylor**		*3111 21st Street* *Lubbock TX 79410*	*Texas Tech University* *MS 1075* *Lubbock TX 79409* *(806) 742-3905*	*Curr:* 10/1/2009 - 10/1/2012 *2nd:* - *1st:* - *Fax:* (806) 742-3947	*Y*
E-mail taylor.eighmy@ttu.edu			*CEL*		
Eubank **Mr. Les**	Y Y	*4615 102nd Street* *Lubbock TX 79424* *(806) 794-4918* *CEL*	*PlainsCapital Bank* *5010 University Avenue* *Lubbock TX 79423* *(806) 791-7253*	*Curr:* 10/28/2010 - 10/1/2013 *2nd:* - *1st:* - *Fax:*	*Y*
E-mail leubank@plainscapital.com					
Gilbreath **Jr.** **Mr. James**		*4603 5th Street* *Lubbock TX 79416* *jogjr@sbcglobal.net* *(806) 787-6051* *CEL*	*Gilbreath Property Co.* *624 27th Street* *Lubbock TX 79416* *(806) 749-2511*	*Curr:* 10/1/2012 - 10/1/2015 *2nd:* - *1st:* - *Fax:*	*Y*
E-mail jogjr@sbcglobal.net					
Henry **Ms. Sandy**	Y Y	*3302 43rd Street* *Lubbock TX 79413* *(806) 799-2042* *(806) 438-0105* *CEL*	*2579 S. Loop 289, #250* *Lubbock TX 79423* *(806) 748-1040*	*Curr:* 10/1/2012 - 10/1/2015 *2nd:* - *1st:* 10/1/2009 - 10/1/2012 *Fax:*	*Y*
E-mail					

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** *Last Update:* 12/19/2012

Committee #104 Lubbock Economic Development Alliance, Inc

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
			McDougal Properties	*Curr:* 10/28/2010 - 10/1/2013	*Y*
McDougal	Y	*2400 Glenna Goodacre B*	*7008 Salem Ave*	*2nd:* 10/1/2007 - 10/1/2010	
Mr. Mike		*Lubbock TX 79401*	*Lubbock TX 79424*	*1st:* 6/9/2006 - 10/1/2007	
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
		CEL			
E-mail	*mikem@mcdougal.com*				
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* *CEL*			
E-mail	*dsharbutt@zona.net*				

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***

Last Update: 12/19/2012

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (8)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	87.5% (7)
Female	51.5%	53.0%	26.8%	12.5% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	12.5% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	25.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	25.0% (2)
District 6	17.2%	19.9%	16.6%	25.0% (2)
Other/Unknown	0.0%	0.0%	3.8%	12.5% (1)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy:

Lance Nail (M,A,5) Rawls College of Business

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/19/2012

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Market Lubbock Economic Development Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
1206		Wagner	Catherine	F	A		60+	Retired		5
Second Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
1211		Douglass	James	M	A			Vice President	Texas Tech Alumni Ass	3
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Third Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investmen	2
1209		Coleman	Kellen	M	AA		30-39	Radio	Gospel Praise Radio	6
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
Fourth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fifth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Sixth Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5

Committee #68 Market Lubbock Economic Development Corporation

Perm./Temp. Board: P

	Confidential	Home	Business		Reappt Elig.
Collins **Mr. Timothy**		*311 York Avenue* *Lubbock TX 79416* *timcollins@collinstile.com* *(806) 793-4576* *CEL* *E-mail timcollins@collinstile.com*	*Collins Tile LLP* *4715 Clovis Hwy* *Lubbock TX 79416* *(806) 747-7738*	*Curr:* 12/17/2012 - 10/1/2015 *2nd:* - *1st:* - *Fax:* (806) 747-1982	*Y*
Eighmy **Mr. Taylor**		*3111 21st Street* *Lubbock TX 79410* *CEL* *E-mail taylor.eighmy@ttu.edu*	*Texas Tech University* *MS 1075* *Lubbock TX 79409* *(806) 742-3905*	*Curr:* 10/1/2011 - 10/1/2014 *2nd:* - *1st:* 10/1/2009 - 10/1/2011 *Fax:* (806) 742-3947	*Y*
Eubank **Mr. Les**	Y Y	*4615 102nd Street* *Lubbock TX 79424* *(806) 794-4918* *CEL* *E-mail leubank@plainscapital.com*	*PlainsCapital Bank* *5010 University Avenue* *Lubbock TX 79423* *(806) 791-7253*	*Curr:* 10/28/2010 - 10/1/2013 *2nd:* - *1st:* - *Fax:*	*Y*
Gilbreath **Jr.** **Mr. James**		*4603 5th Street* *Lubbock TX 79416* *jogjr@sbcglobal.net* *(806) 787-6051* *CEL* *E-mail jogjr@sbclgobal.net*	*Gilbreath Property Co.* *624 27th Street* *Lubbock TX 79416* *(806) 749-2511*	*Curr:* 10/1/2012 - 10/1/2015 *2nd:* - *1st:* - *Fax:*	*Y*
Henry **Mrs. Sandy**	Y Y	*3302 43rd Street* *Lubbock TX 79413* *(806) 799-2042* *CEL* *E-mail*		*Curr:* 10/1/2011 - 10/1/2014 *2nd:* - *1st:* 10/1/2009 - 10/1/2011 *Fax:*	*Y*

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

*** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! **

Last Update: 12/19/2012

Committee #68 Market Lubbock Economic Development Corporation

Perm./Temp. Board: P

	Confidential	Home	Business		Reappt Elig.
McDougal **Mr. Mike**	Y	*2400 Glenna Goodacre B* *Lubbock TX 79401*	*McDougal Properties* *7008 Salem Ave* *Lubbock TX 79424*	*Curr:* 10/1/2011 - 10/1/2014 *2nd:* 10/1/2009 - 10/1/2011 *1st:* 10/1/2007 - 10/1/2009	*Y*
	Y	*(806) 798-7774* CEL	*(806) 797-3162*	*Fax:* (806) 797-5731	
E-mail mikem@mcdougal.com					
Meyer **Mr. Rob**		*8603 CR 6920* *Lubbock TX 79407*	*Arbor Inn* *Lubbock TX*	*Curr:* 10/1/2011 - 10/1/2014 *2nd:* 10/1/2009 - 10/1/2011 *1st:* 10/1/2007 - 10/1/2009	*Y*
		(806) 928-5258 *(806) 928-5258* CEL	*(806) 722-2726*	*Fax:*	
E-mail rob@arborinnandsuites.com					
Sharbutt **Mr. David**	Y	*4621 91st Street* *Lubbock TX 79424*	*1600 Broadway* *4412 74th Street B100* *Lubbock TX 79424*	*Curr:* 10/1/2010 - 10/1/2013 *2nd:* - *1st:* 4/1/2009 - 10/1/2010	*Y*
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* CEL			
E-mail dsharbutt@zona.net					

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

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