City of Lubbock, Texas
Regular City Council Meeting
Thursday, October 11, 2012

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 through 1.2.2.

6:15 p.m. - City Council reconvenes in open session to consider items 2. through 6.5.

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. Statement of intent filed by Atmos Energy Corporation on February 7, 2012 to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas.

1. 1. 2. Health Benefits-Covenant Hospital, Covenant Health System, University Medical Center, NorthStar Hospital and Heart Hospital.

1. 1. 3. Storm Water - Value and/or purchase of an easement interest.

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

1. 2. 1. Storm Water - Value and/or purchase of an easement interest.

1. 2. 2. Police Department Facilities.

2. **Proclamations and Presentations**

2. 1. Invocation by Minister Karl Ihfe, Broadway Church of Christ.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition to designate October 23 as Texas Paralegal Day.

2. 4. Presentation of a special recognition designating October 15-19, 2012 as Imagine Lubbock Together Week and October 18, 2012 as Imagine Lubbock Together Vision Summit Day.

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. Armando Gonzales will appear before the City Council to discuss fracking.

3. 2. Maurice Stanley will appear before the City Council to discuss funding sources for long-term maintenance of streets and facilities.

3. 3. Mark Lawson will appear before the City Council to discuss the Health Department.

4. **Minutes**

4. 1. August 7, 2012 Special City Council Meeting (EUB);
August 16, 2012 Special City Council Meeting (LWAC);
August 21, 2012 Special City Council Meeting (LMPO); and
September 13, 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. **Budget Ordinance Amendment 2nd Reading - Councilman Victor Hernandez**: Consider Budget Ordinance 2012-O0107 Amendment 1 amending the Adopted FY 2012-13 Budget respecting the General Capital Project Fund by amending Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, and by amending Capital Improvement Project 92287, Llano Esacado Lake (Lake #2).

5. 2. **Budget Ordinance Amendment 2nd Reading - Councilwoman Karen Gibson:** Consider Budget Ordinance 2012-O0118 amending Ordinance No. O0100 regarding the FY 2012-13 Budget as it relates to providing for City Council approval of certain positions; providing for filing of this amendment; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 3 amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction; providing for filing; and providing for a savings clause.

5. 3. 1. **Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute Amendment 11 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc., for Airfield Asphalt Repair - Package 2 project.

5. 3. 2. **Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute unit price Contract 10675 with West Texas Paving, Inc. for the Airfield Asphalt Repair - Package 2, ITB 12-10675-DT.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 4 amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

5. 5. **Budget Ordinance Amendment 2nd Reading - Finance**: Consider Budget Ordinance 2012-O0108 Amendment 25 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Grant 82048; and accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5304 Planning Grant.

5. 5. 1. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10871, and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

5. 6. **Resolution - Finance**: Consider a resolution authorizing the Mayor to sign a payment agreement between the City and NTS Communications, Inc.

5. 7. **Resolution - Finance**: A resolution of the City of Lubbock calling for redemption of certain outstanding obligations and authorizing the payment.

5. 8. **Resolution – City Manager**: Consider a resolution authorizing the Mayor to execute a service agreement with Tony Privett to provide lobbying consulting services for the City of Lubbock.

5. 9. **Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 10840 with Artex Electric, Inc., for construction of roadway lighting along Quaker Avenue from North Loop 289 to US 84, ITB 12-10840-RH.

5. 10. **Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute unit price contract 10837 with Advanced Communications USA, Inc., for the rehabilitation of existing sanitary sewer pipeline, BID 12-10837-CI.

5. 11. **Contract Resolution – Public Works Engineering**: Consider a Resolution authorizing the Mayor to execute Professional Services Agreement 10961 with Alan Plummer & Associates, Inc., for engineering services associated with the North Water Treatment Plant (NWTP) Improvements.

5. 12. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2012-O0106 abandoning and closing four portions of a 10-foot water line easement located in Tract A, Q19 Addition to the City of Lubbock, located at 4401 19th Street.

5. 13. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2012-O0109 abandoning and closing an alley in Block 213, Original Town of Lubbock, 1702 Texas Avenue.

5. 14. **Resolution - Community Services**: Consider a resolution authorizing the Mayor to execute Contract 10962 a construction and improvements agreement between the City of Lubbock and Lubbock Moonlight Musicals, Inc.

5. 15. **Resolution - Solid Waste**: Consider a resolution authorizing the Mayor to execute Contract 10834 with West Texas Paving, Inc., for drainage improvements at the Caliche Canyon Landfill, ITB 12-10834-RH.

5. 19. **Resolution - Transit**: Consider a resolution authorizing the Mayor to execute a Contract for FY 2012-13 and all related documents with the Lubbock Metropolitan Planning Organization (LMPO).

5. 20. **Resolution - Transit**: Consider a resolution authorizing the Mayor to execute a Section 5304 Grant, Contract 51305F7134, with the Texas Department of Transportation (TxDOT), for Citibus fixed route system analysis.

5. 21. **Resolution - Transit**: Consider a resolution authorizing the Mayor to execute Citibus Contract 51305F7052 with the Texas Department of Transportation (TxDOT) for operating assistance.

5. 22. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10719 for a Community Development Funding Contract with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).

5. 23. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10718 for a Community Development Funding Contract with LIFE Run Centers to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).

5. 24. **Resolution - Police**: Consider a resolution authorizing the Mayor to execute Contract 10975 with the United States Air Force, 367RCS Enlisted Recruiting Division to use the Lubbock Police Department pistol/rifle range and obstacle course.

5. 25. **Contract Resolution - Police**: Consider a resolution authorizing the Mayor to execute Contract 10963 with the Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

5. 26. **Ordinance 2nd Reading - Planning:** Zone Case 3185 Ordinance 2012-O0110 Consider the request of AMD Engineering, LLC, on behalf of XNO, LLC, for a zoning change from R-1 to C-3 Specific Use for a wholesale/retail store on 20.21 acres of land located in Block AK, Section 44, Northwest corner of West Loop 289 and 34th Street.

5. 27. **Ordinance 2nd Reading - Planning**: Zone Case 3186 Ordinance 2012-O0111 Consider a request of Bobby Dalton Jr., for a zoning change from T to IHC for an auto repair shop on .491 acres of unplatted land out of Block E2, Section 24, 11908 Slide Road.

5. 28. **Ordinance 2nd Reading - Planning**: Zone Case 3187 Ordinance 2011-O0112 Consider the request of Hugo Reed and Associates, Inc., on behalf of Happy State Bank, for a zoning change from R-1 and T to C-3 for commercial development on 5.384 acres of land out of Block E2, Section 16, South of 98th Street and West of Quaker Avenue.

5. 29. **Ordinance 2nd Reading - Planning**: Zone Case 3188 Ordinance 2012-O0113 Consider a request of Joseph Reed, on behalf of Church on the Rock, for a zoning change from T to A-2 limited to a church and church-related uses on Tract A, Church on the Rock Addition and approximately .9 acres of unplatted land, 10503 Slide Road.

5. 30. **Ordinance 2nd Reading - Planning**: Zone Case 3047-D Ordinance 2012-O0114 Consider a request of Stellar Development Company, on behalf of Stellar Land Company, for a zoning change from R-1 Specific Use to GO for a garden office park and one tract to AM Specific Use for a bank on 7.8 acres of land out of Block E2, Section 23, Northwest corner of 122nd Street and Quaker Avenue.

5. 31. **Ordinance 2nd Reading - Planning**: Zone Case 3190 Ordinance 2012-O0115 Consider a request of Bobby Beale, P.E., on behalf of Lubbock Windmill Real Estate, LLC, for a zoning change from R-1 to IHC on 4.437 acres of unplatted land out of Block AK, Section 30 (6542 82nd Street).

5. 32. **Ordinance 2nd Reading - Planning**: Zone Case 3145-C Ordinance 2012-O0116 Consider a request of the City of Lubbock for a zoning change from M-1 to IHI on Lots 11 through 20, Block 73, Original Town Addition, West of Avenue G, between 8th Street and 9th Street.

6. **Regular Agenda**

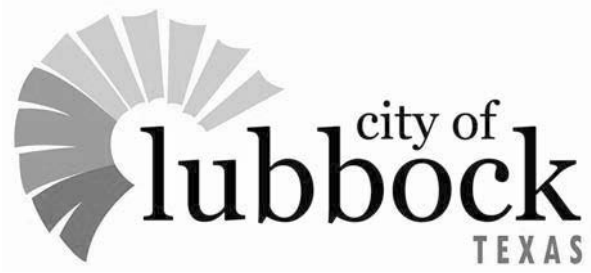
6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

6. 2. **Resolution - Finance:** Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

6. 3. **Budget Ordinance Amendment 2nd Reading - Councilwoman Latrelle Joy**: Consider Budget Ordinance 2012-O0117 Amendment 2 amending the Adopted FY 2012-13 budget respecting General Fund by adding three positions to position control, appropriation of additional sales tax revenue, and amending the payroll and benefits in Internal Audit and City Council offices.

6. 4. **Board Appointments - City Secretary**: Declare one appointment by the Mayor to the Housing Authority Board of Directors, "James Watson."

6. 5. **Board Appointments - City Secretary**: Consider one appointment to the Appointments Advisory Board and one appointment of the City Council members to the South Plains Association of Governments (SPAG) Board of Directors.


city of
lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 7, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 7th of August, 2012, at 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 3:00 p. m.

3:03 P.M. CITY COUNCIL CONVENED
1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: Council Member Latrelle Joy; Council Member Floyd Price

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

Note: Electric Utility Board (EUB) addressed agenda items in the following order:

- *2.1-2.7(addressed again following Executive Session); 2.8-2.9; and Executive Session*
- *Item 1.1 was deleted.*

1. MINUTES

1. 1. Approval of the minutes of the June 27, 2012 Board Meeting

This item was not addressed with a quorum of City Council Members present.

2. REGULAR AGENDA

2. 1. 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.

Damian Pantoya, Finance Director, Electric Utilities, gave comments and answered questions from the Board.

2. 2. Discuss and deliberate whether to solicit proposals for future Electric Utility Board consideration to hire an outside auditor to conduct an interim audit and end of year audit of Lubbock Power & Light.

Chairman Mike Davis; Pam Moon, Director of Accounting; and Mayor Glen Robertson gave comments and answered questions from the Board.

2. 3. Discuss and the Board will take action directing staff to solicit proposals for future Electric Utility Board consideration to hire an electric rate modeling consultant.

Chairman Mike Davis; Mayor Glen Robertson; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from the Board.

2. 4. Discuss and the Board will take action on a budget amendment recommendation for Lubbock Power & Light's adopted FY 2011-2012 budget and make appropriate recommendations to the City Council of the City of Lubbock pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12 relating to the following items:

1. Amend Capital Improvement Project No. 92197, Tie Line Transformer Replacement.
2. Establish Capital Improvement Project 92283, MGL 6 & 7 Cooling Tower Replacement for the purpose of replacing the timber structure.
3. Decrease the transfer from the LP&L Operating Fund to the LP&L Capital Project Fund.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board. Motion by Gail Kring, seconded ny George Carpenter, to move 1.75 million from FY 2012/13 to FY 2011/12 using leftover bond money instead of cash.

Vote: 8 - 0 Motion carried by the EUB Members.

2. 5. Discuss and the Board will take action on a budget amendment recommendation for Lubbock Power & Light's recommended FY 2012-2013 budget and make appropriate recommendations to the City Council of the City of Lubbock pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12 by increasing the transfer for FY 2012-2013 from the LP&L Operating Fund to the LP&L Capital Project Fund relating to the Massengale Cooling Tower Replacement project.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

Motion by Gail Kring, seconded by Emilio Abeyta, to increase the transfer for FY 2012/13 from the LP&L operating fund to the CIP Massengale Cooling Tower Replacement Project.

Vote: 8 - 0 Motion by the EUB Members.

2. 6. Discuss and deliberate customer service and business center procedures, policies, billing procedures, staffing and performance.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

2. 7. 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) that relates to emergency operations and management.

Dale Stephens, Director of Transmission and Distribution for LP&L; and Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

2. 8. Discuss, and the Board will take action and award ITB #7144-12-ELD to Wesco Distribution, Border States, H.D. Supply-Utilities, and Stuart C. Irby for 15 & 25 KV Distribution Transformers.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

Motion by Emilio Abeyta, seconded by Gail Kring, to award the bid as presented.

Vote: 8 - 0 Motion carried by the Board.

2. 9. Discuss and the Board will take action on a pole attachment agreement with Windstream KDL, Inc.

Matt Wade, General Counsel for LP&L, gave comments and answered questions from the Board.

Motion by Gail Kring, seconded by Robert Musselman, to accept the pole attachment agreement with Windstream KDL, Inc.

Vote: 8 - 0 Motion carried by the Board.

3. EXECUTIVE SESSION

The meeting was called into a closed public session at 3:39 p.m. under the provisions of Section 551, Texas Government Code. The meeting recessed at 4:48 p.m. and reconvened in closed public session at 4:51 p.m. The meeting was called back into a public session at 5:04 p.m.

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

3. 1. 1. To discuss and the Board take action on 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 and related agreements including the following:

a. Discuss and the Board will take action on purchase orders 21101487 and 21101496 for repairs to the Massengale Cooling Tower.

b. Discuss and the Board will take action on two job order contracts for demolition of cooling towers, concrete and piping for new cooling towers and cooling tower basin refurbishment at Massengale Station through the BuyBoard Cooperative Purchasing Program, BuyBoard Contract 341-10.

c. Discuss, and the Board will take action and award proposal for inspections of Cooke Station GT1 Westinghouse Gas Turbine.

3. 1. 2. To discuss and the Board will take action on agreements, proposals and strategies related to plans, studies, proposals and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider) including the following:

a. Discuss, and the Board will take action and award a professional services contract for future power supply consulting services.

3. 1. 3. To discuss and the Board will take action on customer billing, contract, and usage information, electric power pricing proposals, system load characteristics and electric power marketing analyses, policies and strategies.

3. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; regulatory matters and liability claims related to electric power outages).

5:15 P.M. CITY COUNCIL ADJOURNED

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

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GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 16, 2012
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of August, 2012, in City Council Conference Room, Suite 201, City Hall, 1625 13th Street, Lubbock, Texas at 8:00 a. m.

7:32 A.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 Latrelle Joy; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; Deputy City Secretary Thomas Harris; Assistant City Attorney Laura Pratt

Absent: Council Member Victor Hernandez; Council Member Floyd Price

This was a meeting of the Lubbock Water Advisory Commission (LWAC). A quorum of Council Members attended and participated in discussions during the meeting in which the Commission considered and discussed the topics as shown below.

Note: LWAC addressed agenda items in the following order:

- *1.1; 3.2; 3.1; 4.1; 4.3; 4.2; and 4.4 - 4.6; and Executive Session.*

1. MINUTES

1. 1. Consider Minutes from previous Lubbock Water Advisory Commission Meeting on May 24, 2012.

Jim Collins, LWAC Chairman, gave comments and presented a plaque to H.P. "Bo" Brown for his service to the Commission as a founding member and the first chairperson.

Motion by Zach Brady, seconded by Ron Phillips, to approve the May 24, 2012 minutes.

Vote: 8 - 0 Motion carried by the Commission.

2. EXECUTIVE SESSION

The meeting was called into a closed public session at 10:05 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into public session at 10:18 a.m.

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

2. 1. 1. Water and wastewater permits and water rights.

2. 1. 2. Easements, property leases, and mineral leases

3. REGULAR AGENDA

3. 1. Consider changes to the proposed FY 2012-13 water and sewer rate structure.

Chad Sales, Senior Financial Analyst, presented various rate models, gave comments, and answered questions from those in attendance. Glen Robertson, City of Lubbock Mayor; Lee Ann Dumbauld, City Manager; and Marsha Reed, Chief Operating Officer, gave comments and answered questions from those in attendance.

Motion by Bruce Maunder, seconded by Ron Phillips, to approve the revised rate model that Mayor Glen Robertson recommended to the Council for a one year period.

Vote: 8 - 0 Motion carried by the Commission.

3. 2. Consider a request for the sale of water from Lake Alan Henry to Citation Oil.

Aubrey Spear, Director of Water Resources, gave comments and answered questions from the Commission.

Motion by Suzie Baker, seconded by Zach Brady, to deny sale of raw water from Lake Alan Henry to Citation Oil.

Vote: 8 - 0 Motion carried by the Commission.

4. WORK SESSION

4. 1. Committee Reports
Consider and receive Committee reports and assignments, as follows:

1. Consider and recieve reports and assignments from the Fresh Water Committee.
2. Consider and receive reports and assignments from the Wastewater Committee.
3. Consider and receive reports and assignments from the Finance Committee.

No new reports were presented by the committees. Aubrey Spear, Director of Water Resources; and Marsha Reed, Chief Operating Officer, gave comments and answered questions from the Commission.

4. 2. Presentation of draft Section 3 (Decommissioned Water Supplies) and draft Section 5 (Water Conservation Strategies) and other water supply strategies associated with the City's 2012 Strategic Water Supply Plan.

Aubrey Spear, Director of Water Resources, gave a presentation and answered questions from the Commission.

4. 3. Update on the status of downgrading from Stage 2 to Stage 1 of the drought contingency plan implementation.

Aubrey Spear, Director of Water Resources, gave comments and answered questions from the Commission.

4. 4. Report on water system projects.

Aubrey Spear, Director of Water Resources, gave comments and answered questions from the Commission.

4. 5. Report on wastewater system projects.

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

4. 6. Report on water volume usage and trends.

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

10:20 A.M. CITY COUNCIL ADJOURNED

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

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GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 21, 2012
8:30 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 21st of August, 2012, in Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 8:30 a. m.

8:30 A.M. CITY COUNCIL CONVENED
Committee Room 103, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Laura Pratt

Absent: Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Floyd Price

This was a meeting of the Lubbock Metropolitan Planning Organization. A quorum of Council Members attended and participated in discussions during the meeting in which the Board considered and discussed the topics as shown below.

Note: Mayor Glen Robertson, Mayor Pro Tem Karen Gibson, and Council Member Todd R. Klein are members of this baord.

Note: LMPO addressed agenda items in the following order:

- *1.1-1.13.1*

1. Regular Agenda

1. 1. Public Comment Period / Acknowledgment of Guests.

No one appeared to make comments and guests were welcomed by Tom Head, County Judge, Lubbock County.

1. 2. Approval of the July 17, 2012 Meeting Minutes of the Transportation Policy Committee.

Motion by Mayor Glen Robertson, seconded by TxDot District Engineer Doug Eichorst, to approve the July 17, 2012 Transportation Policy Committee Meeting minutes.

Vote: 9 - 0 Motion carried

1. 3. Hold a Public Meeting to allow the public to comment on the FY 2012- 2013 Unified Planning Work Program.

Judge Tom Head opened the public hearing at 8:33 a.m.

No one appeared to speak during the public comment period.

Judge Tom Head closed the public hearing at 8:33 a.m.

1. 4. Hold a Public Meeting to allow the public to comment on the 2012-2040 Metropolitan Transportation Plan.

Judge Tom Head opened the public hearing at 8:33 a.m.

No one appeared to speak during the public comment period.

Judge Tom Head closed the public hearing at 8:34 a.m.

1. 5. Discuss and the Board will take action on the FY 2012-2013 Unified Planning Work Program.

David Jones, Executive Director of Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by Mayor Glen Robertson, seconded by TxDot District Engineer Doug Eichorst, to approve the FY 2013 Unified Planning Work Program.

Vote: 9 - 0 Motion carried

1. 6. Discuss and the Board will take action on the 2012 – 2040 Metropolitan Transportation Plan.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by County Commissioner Patti Jones, seconded by Mayor Pro Tem Karen Gibson, to approve the 2040 Metropolitan Transportation Plan.

Vote: 9 - 0 Motion carried

1. 7. Discuss and the Board will take action on the Title VI/Environmental Justice Plan.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by City Manager Lee Ann Dumbauld, seconded by County Commissioner Patti Jones, to approve the Title VI/Environmental Justice Plan.

Vote: 9 - 0 Motion carried

1. 8. Discuss and the Board will take action on the Limited English Proficiency Plan.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by City Manager Lee Ann Dumbauld, seconded by City of Wolfforth Mayor Charles Addington II, to approve the Limited English Proficiency Plan.

Vote: 9 - 0 Motion carried

1. 9. Discuss and the Board will take action on the Texas Department of Transportation and Lubbock Metropolitan Planning Organization's Planning Contract.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by Commissioner Patti Jones, seconded by City of Wolfforth Mayor Charles Addington, to approve the Texas Department of Transportation and Lubbock Metropolitan Planning Organization's Planning Contract.

Vote: 9 - 0 Motion carried

1. 10. Discuss and the Board will take action on the Texas Department of Transportation's Disadvantaged Business Enterprise Program.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by District Engineer Doug Eichorst, seconded by Commissioner Patti Jones, to approve the Texas Department of Transportation's Disadvantaged Business Enterprise Program.

Vote: 9 - 0 Motion carried

1. 11. Discuss and the Board will take action on Amendment #1 of the FY 2013 – 2016 Transportation Improvement Program to go into a public comment period.

David Jones, Executive Director of the Lubbock Metropolitan Planning Organization, gave comments and answered questions from the Committee.

Motion by City Manager Lee Ann Dumbauld, seconded by Mayor Pro Tem Karen Gibson, to approve Amendment #1 to the FY 2012 - 2016 Transportation Improvement Program to go into a public comment period.

Vote: 9 - 0 Motion carried

1. 12. Election of a Vice-Chairperson for the Transportation Policy Committee.

Motion by Mayor Glen Robertson, seconded by Council Member Todd R. Klein, to appoint City of Wolfforth Mayor, Dr. Charles Addington II as Vice-Chairperson of the Transportation Policy Committee.

Vote: 9 - 0 Motion carried

1. 13. Reports

1. 13. 1. TxDOT

- Delay on North Slide Road
- QE II Bids

Steve Warren, Director of Transportation and Planning Development for TxDOT, gave a report on TxDOT projects and answered questions from the Committee.

9:35 A.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

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 13, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 13th of September, 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: Council Member Floyd Price was only present during items 6.3-6.5.

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

- *Executive Session; 2.1-2.2; 2.6; 2.3; 2.5; 2.4; 2.7; Citizen Comments (3.1); Sign-ups (3.2); 6.3-6.5; 5.3-5.7; 5.9-5.22; 5.24-5.28; 5.30; 5.32; 5.35-5.37; 4.1; 5.1-5.2; 5.8; 5.23; 5.29; 5.31; 5.33-5.34; 6.1-6.2; and 6.6.*

1. Executive Session

The meeting was called into a closed public session at 3:01 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into public session at 6:16 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071 seeking legal advice of its legal counsel about pending or contemplated litigation or settlement and hold a consultation with counsel.

1. 1. 1. Statement of intent filed by Atmos Energy Corporation on February 7, 2012 to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas.

1. 1. 2. West Texas Gas, Inc.; WTG Gas Marketing, Inc., and all affiliates.

1. 1. 3. NTS Communications, Inc.

1. 1. 4. Cause No. 2012-503,349 in the 364th Judicial District Court of Lubbock County, Texas, vs Shiva Hotels, LLC, d/b/a Best Western Palms Inn and Suites; Cause No. 2012-503,350 in the 237th Judicial District Court of Lubbock County, Texas vs Astro Enterprises, LLC, d/b/a Baymont Inn and Suites; Cause No. 2012-503,351 in the 140th Judicial District Court of Lubbock County, Texas vs Lubbock Investments, LLC, d/b/a Radisson Hotel and Suites.

1. 1. 5. Property located at 1206 14th Street, Lubbock, Texas also known as the Omni Building.

1. 1. 6. The 2004 City Charter election on LP&L, as it relates to LP&L's management of their financial affairs and what legal authority the City has concerning the LP&L management of those financial affairs, including budgeting, long term capital planning, and all budget matters, and any conflicts therein within the Charter, if any.

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 551.072, to deliberate the purchase, lease, or value of real property.

1. 3. 1. Public Works Wastewater.

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

2. Proclamations and Presentations

2. 1. Invocation by Father Bill Anton, Christ the King Cathedral.

Father Bill Anton, Christ the King Cathedral, 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 program "Texting & Driving - It Can Wait."

Mayor Robertson, along with Council Member Jim Gerlt, presented a special recognition for the program "Texting & Driving - It Can Wait." Cameron Monroe, Regional Director External Affairs for AT&T, accepted the recognition and encouraged everyone to stop texting while driving.

2. 4. Presentation of a special recognition, for the Texas Hunger Initiative.

Mayor Robertson presented special recognition for the Texas Hunger Initiative. Christopher Clark and Antwan Harris, both Food Planning Association Coordinators with the Baylor School of Social Work/Texas Hunger Initiative, accepted the recognition. Mr. Clark gave thanks to the City Council and city of Lubbock for their continued support.

2. 5. Presentation of a special recognition to designate all Fridays during the 2012 Texas Tech football season as Raider Power Fridays.

Mayor Robertson, along with Council Member Jim Gerlt, presented special recognition to designate all Fridays during the 2012 Texas Tech football season as Raider Power Fridays. Steve Uryasz, Texas Tech Senior Associate Director of Athletics; and Matt Williams, Texas Department of Agriculture Regional Field Representative, accepted the recognition and gave comments on the

upcoming National Cotton Game on Saturday, September 15, 2012.

2. 6. Presentation of a special recognition to the Gannaway family to recognize September 13, 2012, as Make Bodie Smile Day in Lubbock.

Mayor Robertson presented special recognition to the Gannaway family to recognize September 13, 2012 as Make Bodie Smile Day in Lubbock. Friends and family appeared along with Bodie Gannaway to accept the recognition. Council Members and staff that were present encouraged Bodie Gannaway to "smile".

2. 7. Lubbock Water Advisory Commission:
Ken Rainwater (unable to attend)

Urban Design & Historic Preservation Commission:
Jane Henry - Council Member Latrelle Joy presented the recognition to Ms. Henry.

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. Armando Gonzales will appear before the City Council to discuss Lubbock media.

Mr. Gonzales did not appear.

3. 2. Sign-ups:

- Daniel Sanchez, with the Lubbock Heritage Society; Mary Vines; Sam Harper, with Fiestas del Llano; Gretchen Scott, Treasurer of the Heritage Society; and Eric Strong, with Caviel Museum Project, appeared before Council to speak in support of historic preservation.
- Maurice Stanley appeared before Council to speak about budget transparency and street improvement projects.
- Roger Settler and Mikel Ward appeared before Council to discuss the budget.
- Rita Pettigrew appeared before Council to discuss property taxes.

4. Minutes

4. 1. June 27, 2012 Special City Council Meeting (EUB)
August 9, 2012 Regular City Council Meeting
August 16, 2012 Special City Council Meeting (Lubbock Arts Alliance)

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

5. 1. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2012-O0103, Amendment 24, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Driving While Intoxicated (DWI) Selective Traffic Enforcement Program (STEP) and the Speed STEP, Grant NO. 86040; accept and appropriate additional funds from the Texas State Library and Archives Commission (TSLAC) for the Library System Operation Grant, Grant NO. 83061; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG), Grant NO. 82047; accept and appropriate additional funding from the Federal Transit Administration (FTA) for the FY 2012 Section 5307 Grant, Grant NO. 88020; and reduce funding from the FTA for the FY 2010 Section 5307 Grant, Grant NO. 88002; and amend the Transit Fund, Fund NO. 271, by increasing revenues and expenditures.

5. 1. 1. Resolution - Transit : Resolution No. 2012-R0348 authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

5. 2. Ordinance 1st Reading - Finance : Ordinance No. 2012-O0104 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, and 2011-O0082 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide Public Improvements for the District.

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

5. 3. Budget Ordinance Amendment 2nd Reading - Finance : Ordinance 2012-O0086, Amendment 23, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Immunization Branch - Locals (Immunization) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness (PHEP) Grant.

5. 3. 1. Contract Resolution - Public Health : Resolution No. 2012-R0326 authorizing the City Manager to execute Contract 2013-041470 with the Texas Department of State Health Services for the Immunization Branch - Locals, the RLSS/Local Public Health Services, the STD Syphilis Elimination Texas - Lubbock County, and the Public Health Emergency Preparedness (PHEP) grants.

5. 4. Contract Resolution – Public Works Engineering : Resolution No. 2012-R0327 authorizing the Mayor to execute Contract 10673 with L. Howard Construction, Inc., for the Berl Huffman Park Lift Station Rehabilitation Project, BID 12-10673-MA.

5. 5. Contract Resolution – Public Works Engineering : Resolution No. 2012-R0328 authorizing the Mayor to execute Change Order 1 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.

5. 6. Contract Resolution – Public Works Engineering : Resolution No. 2012-R0329 authorizing the Mayor to execute unit price Contract 10671 with SAK Construction, LLC for the rehabilitation of existing sanitary sewer manholes, BID 12-10671-CI.

5. 7. Contract Resolution - Public Works Engineering : Resolution No. 2012-R0330 authorizing the Mayor to execute Contract 10677 with Bennie Doggett for the sale of the City owned residential structure at 10002 (Rear) Milwaukee Avenue, BID 12-10677-RH.

5. 8. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0105 abandoning and closing a 15.6 foot wide alley in Green-Hankins Addition, a Subdivision of Block 11, Roberts and McWhorter Addition, 313 Vernon Avenue.

5. 9. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0102 abandoning and closing two 15-foot access easements located in Tract C, Milwaukee Business Park Addition, and Block AK, Section 35, 6202 Milwaukee Avenue.

5. 10. **Resolution - Aviation** : Resolution No. 2012-R0331 authorizing the Mayor to accept a Federal Aviation Administration Grant Agreement for $2,206,150 with the Federal Aviation Administration for funding the design phase services related to the rehabilitation/reconstruction of Runway 17R-35L.

5. 11. **Resolution - Aviation** : Resolution No. 2012-R0332 authorizing the Mayor to approve Amendment 10 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc. design for the rehabilitation of Runway 17R/35L at Lubbock Preston Smith International Airport.

5. 12. **Contract Resolution - Solid Waste:** Resolution No. 2012-R2012-R0333 authorizing the Mayor to execute contract 10670 with Environmental Industries, LP., for household hazardous waste disposal, BID 12-10670-CI.

5. 13. **Contract Resolution - Solid Waste** : Resolution No. 2012-R0334 authorizing the Mayor to execute purchase order 24100284 with Al-Jon Manufacturing, LLC for landfill equipment, RFP 12-10502-CI.

5. 14. **Contract Resolution - Solid Waste** : Resolution No. 2012-R0335 authorizing the Mayor to execute purchase order 24100285 with Warren CAT for landfill equipment, RFP 12-10502-CI.

5. 15. **Contract Resolution - Risk Management** : Resolution No. 2012-R0336 authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

5. 16. **Contract Resolution - Risk Management** : Resolution No. 2012-R0337 authorizing the City Manager to purchase from OneBeacon Insurance an insurance policy for excess liability insurance coverage.

5. 17. **Contract Resolution - Risk Management** : Resolution No.'s 2012-R0338, 2012-R0339, and 2012-R0340 authorizing the City Manager to purchase from Travelers Lloyds Insurance Company an insurance policy for inland marine insurance; from Travelers Casualty & Surety Company of America an insurance policy for crime insurance coverage; and from Federal Insurance Company, a member of the Chubb Group, an insurance policy for pipeline liability insurance coverage.

5. 18. **Contract Resolution - Risk Management** : Resolution No. 2012-R0341 authorizing the City Manager to purchase from Texas Municipal League (TML) an insurance policy for property insurance coverage.

5. 19. **Contract Resolution - Risk Management** : Resolution No. 2012-R0342 authorizing the City Manager to purchase from Hartford Steam & Boiler Inspection and Insurance Company an insurance policy for boiler and machinery coverage.

5. 20. **Contract Resolution - Risk Management** : Resolution No. 2012-R0343 authorizing the City Manager to purchase from Ace Property and Casualty Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.

5. 21. **Contract Resolution - Risk Management** : Resolution No. 2012-R0344 authorizing the Mayor to execute Interlocal Agreement 10629 with Texas Political Subdivisions Joint Self Insurance Fund (JSIF) to provide Third Party Administrator Liability Claims Services, RFP 12-10629-DT.

5. 22. **Resolution - City Manager** : Resolution No. 2012-R0345 authorizing the Mayor to sign the Metropolitan Planning Organization's Planning Agreement.

5. 23. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0092, ZONE CASE 3145-B request of City of Lubbock for a zoning change from IHC, IHI, C-4, and M-1 to CB-2 and CB-6 on 36.51 acres including Original Town Lubbock Block 6, 7, 22, 23, 24, 38, 39, 40, 57, 88, 89, Lots 1-10 Block 73, Lots 1-10 Block 90, Lots 11-15 Block 72, Citibus Tr A, and JB Moskins L 1 (east of Avenue K, south of Marsha Sharp Freeway, north of 10th Street, and west of the railroad Right of Way).

5. 24. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0093, ZONE CASE 2946-A request of Gerald Hudson for a zoning change from R-1 to GO for a garden office on Lots 88 and 89, Lakeview Heights Addition (3402 and 3404 110th Street).

5. 25. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0094, ZONE CASE 2189-C request of McLiney Lumber and Supply for a zoning change from C-2 to C-4 Specific Use limited to a home improvement center and all unconditionally permitted C-3 uses on 3.648 acres of unplatted land out of Block E, Section 9.

5. 26. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0087, ZONE CASE 3177 request of James Daniel (for The Landscape Gallery) for a zoning change from R-1 to C-4 limited to a greenhouse, plant nursery and all unconditionally permitted C-3 uses on 8.54 acres of unplatted land out of Block AK, Section 42 (2801 Alcove Avenue).

5. 27. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0088, ZONE CASE 3178 request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to A-2 on 24 acres of unplatted land out of Block AK, Section 43 (north of 34th Street and west of Milwaukee Avenue).

5. 28. **Ordinance 2nd Reading - Planning** : ZONE CASE 3179, Ordinance 2012-O0089 request of Tigris Development, LLC (for Joyce Craft) for a zoning change from R-1 to AM on 61.6 acres of unplatted land out of Block AK, Section 43.

5. 29. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0095, ZONE CASE 3180 request of Hurt and Stell Investments for a zoning change from A-2 to A-3 for a multi-family development limited to four stories on the north part of the west 369.69 feet of Lot A, less the south 9,191 square feet, Blankenship #2 Addition (2819 3rd Street).

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

5. 30. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0096, ZONE CASE 2995-P request of James Rasmussen (for Rasmussen Development, Inc.) for a zoning change from C-2 to A-1 Specific Use for an apartment complex on 1.2 acres of Tract A, Woodbury Office Park (7021 Kewanee Avenue).

5. 31. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0097, ZONE CASE 3181 request of Hugo Reed and Associates, Inc. (for Michael Strickland) for a zoning change from R-1 and T to C-3 and GO on 22.9 acres of unplatted land (north of Erskine Street and west of Frankford Avenue).

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

5. 32. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0098, ZONE CASE 3182 request of Hugo Reed and Associates, Inc (for Nathan Gilmore) for a zoning change from T to R-1 Specific Use for Residential Estates to allow horses on Lots 100 and 125, Rancho Verde Estates Addition (7317 and 7318 80th Street).

5. 33. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0090, ZONE CASE 3183 request of David Bloodworth (for Juan Gaudara) for a zoning change from C-3 to C-4 for a custom motorcycle shop on Lots 11, 12, and 13, Block 1, Burleson Osborne Heights Addition (2833 Clovis Road).

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

5. 34. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0099, ZONE CASE 3184 request of City of Lubbock Community Development Department (for the City of Lubbock Urban Renewal Agency) for a zoning change from R-3 to R-1 for new single family home construction for an applicant in the new construction program on the east 122.8 feet of the south 30 feet of Lot 5 and the north 30 feet of Lot 6, Block 28, Beck Addition (210 and 212 Avenue S).

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

5. 35. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0091, ZONE CASE 2151-B request of Paul Johnson (for Samuel and Chandler Investments) for a zoning change from C-4 to M-1 for an office warehouse on Lots 1 through 6, Del Prado Addition (805 Southeast Loop 289 and 7203, 7205, 7207, 7209, and 7211 Globe Avenue).

5. 36. **Resolution - Transit** : Resolution No. 2012-R0346 authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 New Freedom Mobility Management Grant.

5. 37. **Resolution - Transit** : Resolution No. 2012-R0347 authorizing the City of Lubbock's Budget Director to execute amendment No. 1 of the FY 2012 Federal Transit Administration Job Access and Reverse Commute (JARC) Program Grant.

6. Regular Agenda

6. 1. **Resolution - Finance** : Resolution No. 2012-R0349 calling for a Public Hearing to consider the creation of a Public Improvement District (PID) for Kelsey Park which covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West.

Cheryl Brock, Budget Director; and Rex Robertson, Kelsey Park Developer, gave comments and answered questions from Council.

6. 2. **Resolution - City Council** : Resolution No. 2012-R0350 authorizing the Mayor to submit a letter to Congress supporting GoRail.

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

6. 3. **Budget Adoption Ordinance 2nd Reading - Finance** : Ordinance 2012-O0100 adopting the FY 2012-13 Operating Budget and Capital Program; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the FY 2012-13 Operating Budget and Capital Program of the City of Lubbock; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate

certain funding during a duly declared state of disaster; approving the pay plan and personnel; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein; amending subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communications District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course; providing for publication; and providing for a savings clause.

Lee Ann Dumbauld, City Manager; and Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0100, approving the FY 2012-13 Proposed Operating Budget and Capital Program.

1. Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to amend the main motion by adding the following:

- Move the FY 2012-13 funding for Capital Improvement Project 92248, Street Maintenance Program, from the Storm Water Fund to General Fund, and changing the funding source from FY 2013 Storm Water 10-Year Certificates of Obligation to FY 2013 10-Year Tax-Supported Revenue Certificates of Obligation.

Vote: 6 - 1 Motion carried

Nay: Mayor Glen C. Robertson

2. Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to amend the main motion by striking Section 13 of the Ordinance and substituting the following:

- Section 13 - That the pay plan is modified by Exhibit 1 is approved as set forth in Exhibit G. Said pay plan shall include a pay increase of three percent (3%) for personnel in all funds except that those personnel who have received a compensation adjustment in FY 2011-12 as set forth in Exhibit 1 attached hereto shall not be eligible for the above-described pay increase.

Vote: 3 - 4 Failed

Nay: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Todd R. Klein
Council Member Floyd Price

3. Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson, to amend the main motion by adding the following:

- That the City Manager shall obtain prior approval of the City Council for all increases in compensation in any form for the Assistant City Managers, Chief Financial Officer, Chief Operating Officer, Fire Chief, and Police Chief.

Vote: 5 - 2 Motion carried

Nay: Mayor Glen C. Robertson
Council Member Floyd Price

4. Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to amend the main motion by adding the following:

- providing for necessary transfers of funds between accounts and departments, if required;

appropriating funds for the FY 2012-13 Operating Budget and Capital Program of the City of Lubbock; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving the pay plan and personnel; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein; amending subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communications District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course; providing for publication; and providing for a savings clause.

Vote: 5 - 2 Motion carried

Nay: Council Member Victor Hernandez
Council Member Todd R. Klein

Main Motion (with amendments 1, 3, & 4)

Vote: 4 - 3 Motion carried

Nay: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Todd R. Klein

6. 4. **Resolution – Finance** : Resolution No. 2012-R0325 ratifying the adoption of the FY 2012-13 budget that raises more tax revenue than was generated in the previous year.

6. 5. **Tax Levy Ordinance 2nd Reading - Finance** : Ordinance 2012-O0101 setting the tax rate and levying a tax upon all property subject to taxation within the City of Lubbock for 2012.

6. 6. **Resolution – Finance** : Resolution No. 2012-R0351 amending the allocation of the Hotel Occupancy Tax Revenues for FY 2012-13 and distributing receipts, net collection expenses, as authorized in Chapter 351 of the Texas Tax Code.

9:10 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: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Councilman Victor Hernandez: Consider Budget Ordinance 2012-O0107 Amendment 1 amending the Adopted FY 2012-13 Budget respecting the General Capital Project Fund by amending Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, and by amending Capital Improvement Project 92287, Llano Esacado Lake (Lake #2).

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Amend Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, by reducing the funding $765,978, from $21,490,978 to $20,725,000; and amend Capital Improvement Project 90095, North University Enhancement, by increasing the appropriation by $765,978, from $484,022 to $1,250,000.

Amend Capital Improvement Project 92287, Llano Estacado Lake (Lake 2) Pavilion, by changing the name to Llano Estacado Lake Improvements, and changing the scope to the evaluation and renovation of the existing Landwer House and other improvements as identified in the 2003 Fiesta Master Plan.

The amendment will allow the bonds to be used on North University as originally intended.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Budget Ordinance - Victor Hernandez

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL CAPITAL PROJECT FUND BY AMENDING CAPITAL IMPROVEMENT PROJECT NO. 92217, 34TH STREET RECONSTRUCTION – INDIANA AVENUE TO AVENUE Q; AND BY AMENDING CAPITAL IMPROVEMENT PROJECT NO. 92287, LLANO ESTACADO LAKE (LAKE #2); 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 #1) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, by reducing the funding $765,978, from $21,490,978 to $20,725,000; and amend Capital Improvement Project 90095, North University Enhancement, by increasing the appropriation by $765,978, from $484,022 to $1,250,000.

II. Amend Capital Improvement Project 92287, Llano Estacado Lake (Lake 2) Pavilion, by changing the name to Llano Estacado Lake Improvements, and changing the scope to the evaluation and renovation of the existing Landwer House and other improvements as identified in the 2003 Fiesta Master Plan.

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

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

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Victor Hernandez,
City Councilman, District 1

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY1213.Amend1.ord
10.3.12

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

Meeting Date: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Councilwoman Karen Gibson: Consider Budget Ordinance 2012-O0118 amending Ordinance No. O0100 regarding the FY 2012-13 Budget as it relates to providing for City Council approval of certain positions; providing for filing of this amendment; and providing for a savings clause.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Replacement of Section 14 of FY 2012-13 Budget Ordinance No. O0100, approved on September 13, 2012, with the following:

SECTION 14. THAT the City Manager shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Assistant City Managers, Chief Financial Officer, Chief Operating Officer, Fire Chief, and Police Chief. The City Attorney shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Supervising Attorneys for the City Attorney's Office. The City Secretary shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Deputy City Secretary.

Fiscal Impact

None.

Staff/Board Recommending

Karen Gibson, City Council District 5

Attachments

Ordinance - Councilwoman Gibson

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINACE NO.O0100 REGARDING THE FY 2012-13 BUDGET AS IT RELATES TO PROVIDING FOR COUNCIL APPROVAL OF CERTAIN POSITIONS; PROVIDING FOR FILING OF THIS AMENDMENT; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council passed an Ordinance approving and adopting a budget for fiscal year 2012-13 on September 13, 2012 (the "Ordinance"); and

WHEREAS, the Council desires to amend the Ordinance as it relates to obtaining Council approval for pay increases for certain personnel positions 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 amends Section 14 of Ordinance No. O0100 to read as follows:

> SECTION 14. THAT the City Manager shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Assistant City Managers, Chief Financial Officer, Chief Operating Officer, Fire Chief, and Police Chief. The City Attorney shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Supervising Attorneys for the City Attorney's Office. The City Secretary shall obtain prior approval of the City Council for all increases in compensation in any form, other than increases for compensation that are applicable to all City employees, for the Deputy City Secretary.

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

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

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Karen Gibson, Councilwoman District 5

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY1213.Amend.ord
9.19.12

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

Meeting Date: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 3 amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92153, Replace Passenger Loading Bridges, by decreasing the funding by $513,791, from $4,400,000 to $3,886,209, and close the project; amend Capital Improvement Project 92191, Airport Facilities Improvements, by increasing the appropriation by $400,000, from $1,725,000 to $2,125,000, for the upgrade to the fire panel system; amend Capital Improvement Project 8552, Airfield Asphalt Repairs, by increasing the appropriation by $100,000, from $1.2 million to $1.3 million.

The increases needed for the above projects were not known until bids were received. Capital Improvement Project (CIP) 92191 requires an increase in order to upgrade the fire panel system in the Airport Terminal building. For CIP 8552, Airfield Asphalt Repairs, the increase is necessary to include Alternate 1 in the contract, and for the inclusion of construction phase services in the engineering agreement.

II. Amend Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design, by decreasing the grant amount by $1,406,989, from $3,613,139 to $2,206,150, and decreasing the 2011 PFC Bonds by $156,332, from $401,460 to 245,128; for a total decrease in the project of $1,563,321, from $4,014,599 to $2,451,278.

When the original budgets for the airport projects were completed, the total amount of the grant to be received was not available from the Federal Aviation Administration (FAA). Notification is always received from the FAA at the end of the fiscal year. This amendment will reconcile the capital project with the actual amount of the grant to be received and the local match required for the grant.

III. Amend Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction, by splitting the project into three phases and decreasing the budgeted amount for FY 2012-13 as follows: decrease the grant amount by $18,830,918, from $20,237,907 to $1,406,989; change the local match from $1,065,153 of FY 2013 PFC Revenue Certificates of Obligation to $156,332 of FY 2011 PFC Revenue Certificates of Obligation; for a total FY 2012-13 project cost of $1,563,321. Amend the future planning years of the project as follows:

FY 2013-14
Phase II Construction
Federal Grant Amount: $19,534,412
FY 2011 PFC Revenue Bonds: $13,791 (bonds transferred from project 92153)
FY 2014 PFC Revenue Bonds: $973,196
Total Project Amount: $20,521,399

FY 2014-15
Phase III Construction
Federal Grant Amount: $19,534,412
FY 2015 PFC Revenue Bonds: $986,987
Total Project Amount: $20,521,399

Originally, the rehabilitation of the runway was planned over two years. The FAA recently notified the Airport that the project would be funded in three phases. This amendment will reconcile CIP 92284 with the amount of the grant that will be received for the perimeter road and with the reduced amount of local match necessary for FY 2012-13. The rest of the project will be split into two new capital projects in future planning years to reconcile the project with the expected funding from the FAA.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock
Budget Director

Attachments

Budget Ordinance 3

CIP Detail Sheet - 92153-92191-8552

CIP Detail Sheet - 92284

CIP Detail Sheet - 92285

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECT FUND BY AMENDING CAPITAL IMPROVEMENT PROJECT 92153, REPLACE PASSENGER LOADING BRIDGES; CAPITAL IMPROVEMENT PROJECT 92191, AIRPORT FACILITIES IMPROVEMENTS; CAPITAL IMPROVEMENT PROJECT 8552, AIRFIELD ASPHALT REPAIRS; CAPITAL IMPROVEMENT PROJECT 92285, RUNWAY 17R/35L REHABILITATION DESIGN; AND CAPITAL IMPROVEMENT PROJECT 92284, RUNWAY 17R/35L REHABILITATION CONSTRUCTION; 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 #3) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92153, Replace Passenger Loading Bridges, by decreasing the funding by $513,791, from $4,400,000 to $3,886,209, and close the project; amend Capital Improvement Project 92191, Airport Facilities Improvements, by increasing the appropriation by $400,000, from $1,725,000 to $2,125,000, for the upgrade to the fire panel system; amend Capital Improvement Project 8552, Airfield Asphalt Repairs, by increasing the appropriation by $100,000, from $1.2 million to $1.3 million.

II. Amend Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design, by decreasing the grant amount by $1,406,989, from $3,613,139 to $2,206,150, and decrease the 2011 PFC Bonds by $156,332, from $401,460 to 245,128, for a total decrease in the project of $1,563,321, from $4,014,599 to $2,451,278.

III. Amend Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction, by splitting the project into three phases and decreasing the budgeted amount for FY 2012-13 as follows: decrease the grant amount by $18,830,918, from $20,237,907 to $1,406,989; change the local match from $1,065,153 of FY 2013 PFC Revenue Certificates of Obligation to $156,332 of FY 2011 PFC Revenue Certificates of Obligation; for a total FY 2012-13 project cost of $1,563,321. Amend the future planning years of the project as follows:

FY 2013-14
Phase II Construction
Federal Grant Amount: $19,534,412
FY 2011 PFC Revenue Bonds: $13,791 (bonds transferred from project 92153)
FY 2014 PFC Revenue Bonds: $973,196
Total Project Amount: $20,521,399

FY 2014-15
Phase III Construction
Federal Grant Amount: $19,534,412
FY 2015 PFC Revenue Bonds: $986,987
Total Project Amount: $20,521,399

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

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

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Budget Director

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

BudgetFY1213.Amend#3.Ord
10.3.2012

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2012

Capital Project Number:	92153
Capital Project Name:	Replace Passenger Loading Bridges
Capital Project Number:	92191
Capital Project Name:	Airport Facilities Improvements
Capital Project Number:	8552
Capital Project Name:	Airfield Asphalt Repairs

	92153	92191	8552	Total
Current Appropriation Amount	$ 4,400,000	1,725,000	1,200,000	7,325,000
Proposed Amendment	(513,791)	400,000	100,000	(13,791) *
Total Proposed Appropriation	$ 3,886,209	2,125,000	1,300,000	7,311,209

* Will be used as local match in Runway 17R/35L Rehabilitation Construction Phase II in FY 2013-14

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2011

Capital Project Number:	92284
Capital Project Name:	Runway 17R/35L Rehabilitation Construction

	Grant	Local Match	Total Project
Current Project Appropriation Amount	$ 20,237,907	1,065,153	21,303,060
Proposed Amendment	(18,830,918)	(908,821)	(19,739,739)
Total Proposed Appropriation	$ 1,406,989	156,332	1,563,321

Capital Project
Project Cost Detail
Budget Amendments
October 11, 2011

Capital Project Number:	92285
Capital Project Name:	Runway 17R/35L Rehabilitation Design

	Grant	Local Match	Total Project
Current Project Appropriation Amount	$ 3,613,139	401,460	4,014,599
Proposed Amendment	(1,406,989)	(156,332)	(1,563,321)
Total Proposed Appropriation	$ 2,206,150	245,128	2,451,278

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment 11 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc., for Airfield Asphalt Repair - Package 2 project.

Item Summary

This contract amendment modifies the scope of the professional services included in the original Architecture and Engineering Agreement dated January 14, 2010.

Amendment 11 includes a lump sum fee of $60,500 for resident project representation (RPR) services during the construction phase of the Airfield Asphalt Repair – Package 2 project. It also includes $21,150 for reimbursable fees for surveying and testing. The total Amendment 11 amount is $81,650.

Fiscal Impact

$1.2 million is appropriated in Capital Improvement Project 8552, Airfield Asphalt Repair, and an additional $100,000 is included in a Budget Amendment on this agenda for the project, for a total appropriation of $1.3 million. If the budget amendment is approved, $81,650 is available for this purpose.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Aviation Amendment 11
Agreement - PSC
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 11 to that certain Agreement for Professional Services, by and between the City of Lubbock and Parkhill, Smith & Cooper, 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:

_____
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #11 Agrmt-PS&C
September 26, 2012

PARKHILLSMITH&COOPER

September 25, 2012

Mr. James W. Loomis, A.A.E.
Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 N. Martin Luther King Jr. Blvd., Unit 389
Lubbock, Texas 79403

Re: **Amendment No. 11** to Agreement for Professional Services,
LBB Airfield Asphalt Package 2

Dear Mr. Loomis:

As requested, we have prepared Amendment No. 11 for construction phase and Resident Project Representative (RPR) services related to the referenced project. The scope of the project will be as shown on the attached drawing. PSC's scope includes part-time (4 hrs/day) RPR assistance throughout the entire duration of the project. The lump sum fee corresponds with the allotted construction contract time of **88 calendar days** through final completion. This contract amendment modifies the scope of professional services included in our original agreement dated January 14, 2010.

Task 1CST -	Lump Sum Fee for Construction Phase and RPR Services (PSC)	$60,500
Task 2S&T -	Reimbursable Fee for Surveying and Testing (PSC Subs)	$21,150
TOTAL		**$81,650**

We propose to modify the agreement between the City of Lubbock and Parkhill, Smith & Cooper, Inc. dated January 14, 2010 and to provide the additional Task 1 and Task 2 services under the provisions of the contract, EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.01. Compensation for Construction Phase and Surveying and Testing (Task 1-2) Services shall not exceed $81,650 without Owner's approval.

If the terms of this amendment are agreeable to you, please sign and return one copy of this letter to our office. We will take receipt of this signed letter as our notice to proceed with these services. We look forward to working with you in completing this project. If you have any questions please call John Hamilton or me.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
John T. Hamilton, PE
Firm Principal/Transportation Sector Dir.

By _____
Mark D. Haberer, PE
Firm Principal/Project Manager

Accepted by:

CITY OF LUBBOCK

By _____
Glen Robertson
Mayor

Attest:

By _____
Rebecca Garza
City Secretary

Approved as to Content:

By _____
James W. Loomis, A.A.E.
Director of Aviation

Approved as to Form:

By _____
Chad Weaver
City Attorney

IN TRIPLICATE
MDH/pas
Enclosures
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PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE:	01
PROJECT NAME:	LBB Airfield Asphalt Repair P2
JOB NO.:	1271812
TASK:	1CST
DATE:	09/25/12
FEE TYPE:	Lump Sum
PREPARED BY:	MDH
PRINCIPAL:	MDH
PROJ. MANAGER:	MDH
OVERHEAD RATE:	
PROFIT ON LABOR:	
PROFIT ON REIMB:	15.00%
PROFIT ON DIRECTS:	15.00%

$60,500

TOTAL FEE:	$60,552	LABOR:	$57,457
LABOR:	$57,457	DIRECTS:	$3,095
OVERHEAD:		SUBTOTAL:	$60,552
REIMB. CONSULTANTS:			
REIMB. EXPENSES:		REIMB. FEE:	
DIRECT CONSULTANTS:			
DIRECT EXPENSES:	$2,691	TOTAL FEE:	$60,552

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
01	Firm Principal	75	$11,325
03	Engineer	51	$5,916
07	Engineer in Training	102	$9,996
11	Resident Project Representative	282	$27,636
07	Engineer in Training	34	$2,584
18	Clerical		

FEE ESTIMATING SHEET	PROJECT:	BB Airfield Asphalt Repair F	JOB NO.:	1271812	TASK:	1CST

SALARY		CATEGORY OF PERSONNEL RATE PER HOUR							
TASK	Trips	FP 01 $178.00	FP 01 $151.00	ENG 03 $116.00	EIT 07 $98.00	RPR 11 $98.00	EIT 07 $76.00	CLERICAL 18 $65.00	TOTAL
Package 2 - Base Bid + Alternate 1									
Bidding Phase									
Coordinate Bidding with City Purchasing	1		4		2		2		8
Conduct prebid meeting	1		2						2
Prepare addenda			1		2		2		
Attend bid opening	1			2					2
Review bids/make recommendation			2	2			2		6
Construction Phase									
Conduct preconstruction meeting	1		2		4	2	1		9
Progress meetings (assume 5)	5		10				5		15
Site visit (2/week for 10 weeks)	20		15	15					30
Field questions from contractor			10		20				30
Review submittals			2	8	8				18
Prepare pay applications			2		4		4		10
Final walkthrough and punchlist	1		3		6		2		11
Prepare closeout documentation			2		16		16		34
Record drawings			4		16				20
Upload project into AGIS			16	24	24				64
RPR									
20hrs/wk for 13 weeks (Part Time only)	88					260			260
5 days pre/post time						20			20
BUDGET SUBTOTALS: HOURS/ Trips -	118		75	51	102	282	34		544
SALARY			$11,325	$5,916	$9,996	$27,636	$2,584		$57,457

FEE ESTIMATING SHEET	PROJECT:	LBB Airfield Asphalt Repair	JOB NO.:	1271812	TASK:	1CST
DIRECTS						

DIRECT CONSULTANT COSTS										SUBTOTAL
611 Structural Consultant										
612 Mech/Elec Consultant										
613 Environ/Civil Consultant										
614 Architectural Consultant										
615 Testing Consultant										
616 Surveying Consultant										
618 Other Consultant										
								TOTAL DIRECT CONSULTANTS		
DIRECT EXPENSES										
621 Travel										
Motel	Days @			Men @		/Manday	=			
Air Travel	Air Fare @			Men @		/Man	=			
Parking	Days @			/Day			=			
Car Rental	Days @			/Day			=			
Mileage	35 Miles @		$0.550	@		118 Trips	=	$2,271.50		
							SUBTOTAL			$2,272
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		250	Originals @	$0.08	/Sht	@	1 Sets =	$20.00		
8-1/2" x 11" Color		200	Originals @	$0.50	/Sht	@	1 Sets =	$100.00		
11" x 17" B&W		100	Originals @	$0.18	/Sht	@	1 Sets =	$18.00		
11" x 17" Color		100	Originals @	$1.00	/Sht	@	1 Sets =	$100.00		
Binding Cost			Sets @	$2.50	/Set		=			
Laminating			Shts @	$2.00	/Sht		=			
Scan to file										
Burn to CD/DVD		1	CD/DVD @	$13.50	/each		=	$13.50		
Scan Specs			Originals @	$0.15	/Sht		=			
Scan Drawings			Originals @	$1.50	/Sht		=			
							SUBTOTAL			$252
623 Models/Renderings/Photos				Shots @		/Shot				
624 Telephone	10 Calls @		$2.00	/Call						$20
625 Meals	Days @			Men @		/Manday				
626 Field Supplies										
628 Postage	10 Mailings @		$2.00	/Mailing						$20
629 Publications										
630 Misc Reimbursable Exp										
631 Fax	Pages @									
632 Temporary Personnel										
633 Drafting Supplies										
634 Office Supplies										
635 CADD	16 Hours @		$8.00	/Hour						$128
636 Field Equip Rental										
636 Interior Design Items										
636 NM Gross Receipt Tax										
647 Computer Supplies										
								TOTAL DIRECT EXPENSES		$2,691

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE:	01
PROJECT NAME:	LBB Airfield Asphalt Repair P2
JOB NO.:	1271812
TASK:	2S&T
DATE:	09/25/12
FEE TYPE:	Hourly Rate w/Max
PREPARED BY:	MDH
PRINCIPAL:	MDH
PROJ. MANAGER:	MDH
OVERHEAD RATE:	
PROFIT ON LABOR:	
PROFIT ON REIMB:	15.00%
PROFIT ON DIRECTS:	15.00%

$21,150

TOTAL FEE:	$21,165	LABOR:	
LABOR:		DIRECTS:	
OVERHEAD:		SUBTOTAL:	
REIMB. CONSULTANTS:	$18,404		
REIMB. EXPENSES:		REIMB. FEE:	$21,165
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$21,165

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal		
01	Firm Principal		
03	Engineer		
07	Engineer in Training		
07	Engineer in Training		
11	Resident Project Representative		
18	Clerical		

FEE ESTIMATING SHEET	PROJECT:	LBB Airfield Asphalt Repair	JOB NO.:	1271812	TASK:	2S&T
REIMBURSABLES						

REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511	Structural Consultant						
512	LBB Airfield Asphalt Repair P2						
513	1271812						
514	2S&T						
515	Testing Consultant				CMT		$14,504
516	Surveying Consultant				Stevens Surveying		$3,900
518	Other Consultant						
				TOTAL REIMBURSABLE CONSULTANTS			$18,404

REIMBUR	MDH						
521	Travel						
	Motel	Days @		Men @	/Manday	=	
	Air Travel	Air Fare @		Men @	/Man	=	
	Parking	Days @		/Day		=	
	Car Rental	Days @		/Day		=	
	Mileage	Miles @	$0.550	@	Trips	=	
						SUBTOTAL	
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 @	/Call				
525	Meals	Days @	Men @	/Manday			
526	Field Supplies						
528	Postage	Mailings @	/Mailing				
529	Publications						
530	Misc Reimbursable Exp						
531	Fax	Pages @					
532	Temporary Personnel						
533	Drafting Supplies						
534	Office Supplies						
535	CADD	Hours @	/Hour				
536	Field Equip Rental						
537	Interior Design Items						
539	NM Gross Receipt Tax						
547	Computer Supplies						
					TOTAL REIMBURSABLE EXPENSES		

NOTE

THIS SCHEDULE IS PRELIMINARY AND IS INTENDED TO GIVE THE CONTRACTOR AN UNDERSTANDING OF THE OWNER'S PHASING GOALS. ANY DEVIATION, HOWEVER, SHALL BE APPROVED BY THE OWNER AND ENGINEER.

THE SCHEDULE SHOWN INCLUDES TIME FOR CURING WHICH IS NOT INCLUDED IN ALLOWABLE CONTRACT TIME. TOTAL CONTRACT TIME OF 81 CALENDAR DAYS IS BASED ON THE NUMBER OF DAYS ALLOTTED TO COMPLETE PHASES 1 AND 2. INTERIM CURE TIMES BETWEEN PHASES WILL NOT BE INCLUDED AS PART OF CONTRACT CALENDAR DAYS.

THE ENGINEER WILL MONITOR CURE TIME AND NOTIFY CONTRACTOR OF OFFICIAL START DAY OF NEXT PHASE.

TIME WILL BE STOPPED ONCE ALL PAVING IS COMPLETE UNTIL SUCH TIME THE MANUFACTURER'S RECOMMENDED CURE PERIOD HAS EXPIRED AND AMBIENT CONDITIONS ARE ACCEPTABLE TO APPLY COAL TAR EMULSION.

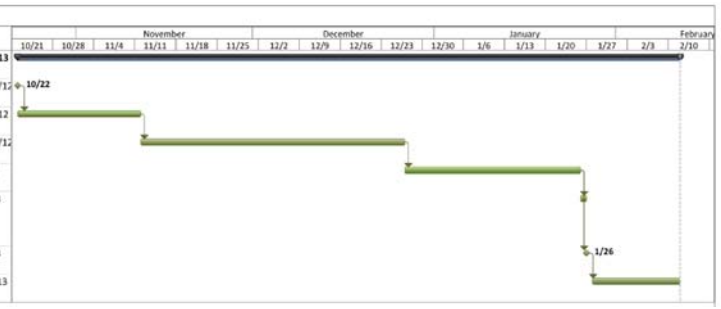
IF ALTERNATE AWARDED, PHASE 1 WILL BE INCREASED TO 28 CALENDAR DAYS AND PHASE 2 WILL BE INCREASED TO 60 CALENDAR DAYS.

PHASING PLAN GOALS

- ANY DEVIATION FROM THE SCHEDULE SHOULD ACCOUNT FOR THE FOLLOWING GOALS:
  1. CONTRACTOR SHALL PROVIDE ACCESS INTO LUBBOCK AERO HANGARS AT ALL TIMES.
  2. MINIMIZE DURATION OF DISTURBANCES IN ALL AREAS.
  3. ACCOMMODATE LUBBOCK AERO OPERATIONS AT ALL TIMES.

LBB Apshalt Rehab

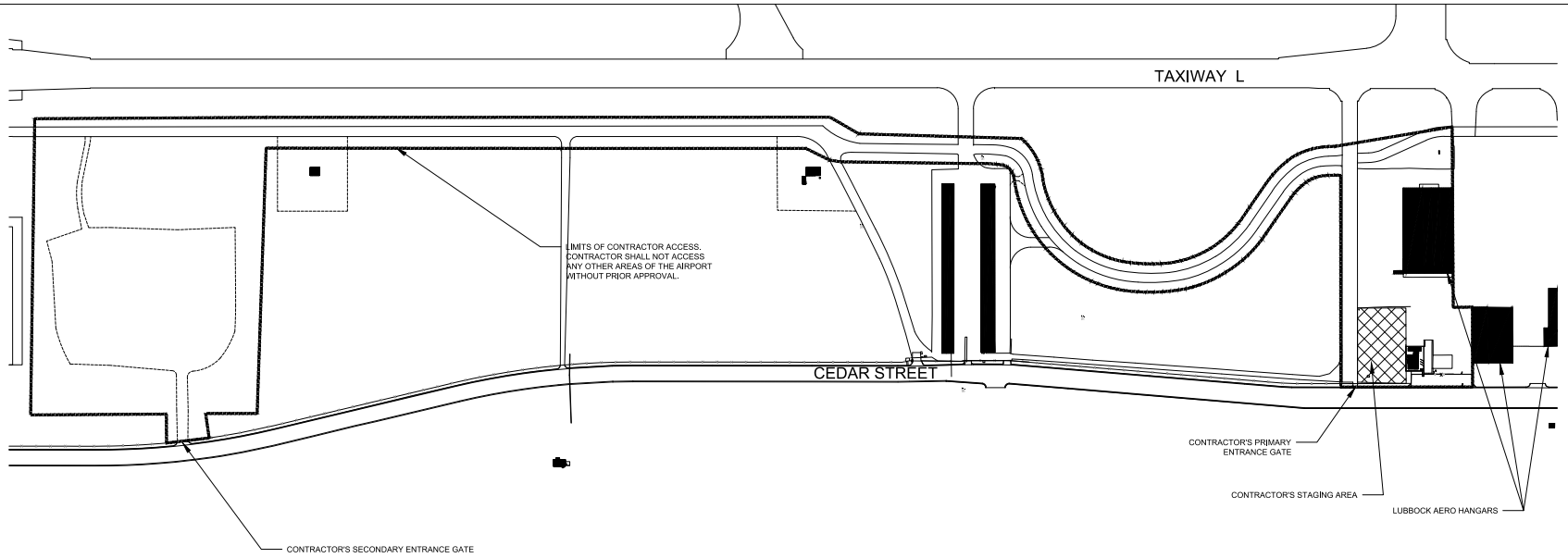
ID	Task Name	Duration	Start	Finish
1	**Package 2 Construction**	**113 days**	**Mon 10/22/12**	**Mon 2/11/13**
2	Notice to Proceed (Approximate)	0 days	Mon 10/22/12	Mon 10/22/12
3	Phase 1	21 days	Mon 10/22/12	Sun 11/11/12
4	Phase 2	45 days	Mon 11/12/12	Wed 12/26/12
5	Asphalt cure time	30 days	Thu 12/27/12	Fri 1/25/13
6	Apply P-631 and Stripe (if ambient conditions allow)	1 day	Sat 1/26/13	Sat 1/26/13
7	Substantial Completion	0 days	Sat 1/26/13	Sat 1/26/13
8	Final Completion	15 days	Mon 1/28/13	Mon 2/11/13



C1 PROJECT SCHEDULE

SUMMARY OF PROJECT TIME AND LIQUIDATED DAMAGES

PHASE	TIME (CALENDAR DAYS)	LIQUIDATED DAMAGES
1	21 (28 IF ALT 1 AWARDED)	$500 PER CALENDAR DAY
2	45 (60 IF ALT 2 AWARDED)	–
SUBSTANTIAL COMPLETION	66 (88 IF ALT 1,2 &3 AWARDED)	$900 PER CALENDAR DAY
FINAL COMPLETION	15 DAYS FOLLOWING SUBSTANTIAL COMPLETION FOR A TOTAL OF 81 DAYS (103 IF ALT 1, 2 &3 AWARDED)	$900 PER CALENDAR DAY



A1 CONTRACTOR'S AIRPORT ACCESS LIMITS

Scale: 1:150

PSC PARKHILL SMITH & COOPER

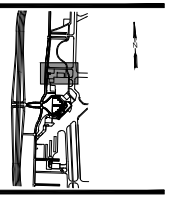
PARKHILL SMITH & COOPER, INC. STATE OF TEXAS F-3510 MARK D. HABERER 94867 LICENSED PROFESSIONAL ENGINEER 08/30/12

Lubbock Preston Smith International Airport

LUBBOCK AIRFIELD ASPHALT REPAIR PACKAGE 2

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

KEY PLAN

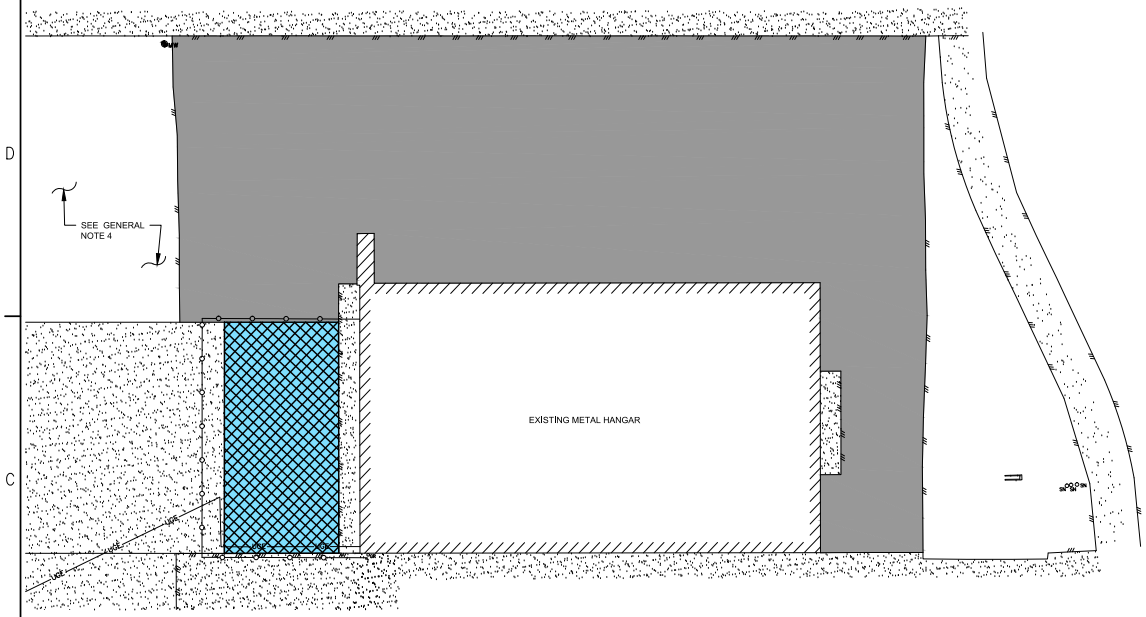


NO	DATE	DESCRIPTION
2	08/30/12	BID SET
1	3.9.12	100% REVIEW

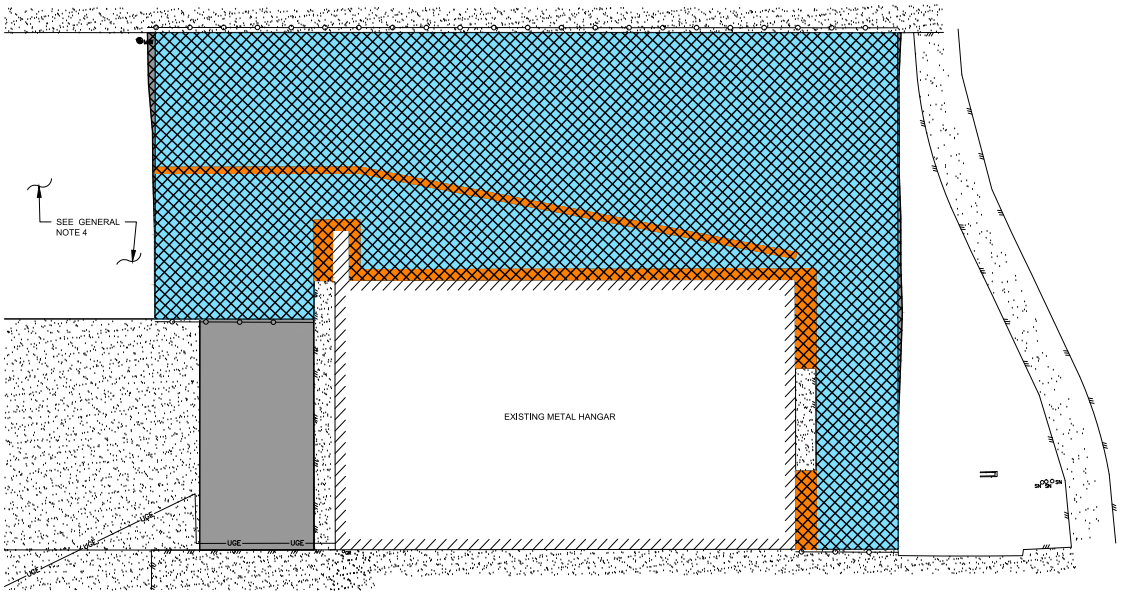
ISSUING OFFICE: LUBBOCK PROJECT NO: 2710.10

CONSTRUCTION SCHEDULE AND CONTRACTOR ACCESS LIMITS

G-007



C1 PHASE 1 CONSTRUCTION/SAFETY



A1 PHASE 2 CONSTRUCTION/SAFETY

PHASE 1 SCOPE (21 CALENDAR DAYS)
(28 CALENDAR DAYS IF ALT 1 AWARDED)

1. DEMO ASPHALT PAVEMENT WITHIN LIMITS SHOWN.
2. CONSTRUCT NEW ASPHALT PAVEMENT SECTION TO THE GRADES AND LIMITS SHOWN.
3. OWNER WILL UTILIZE PHASE 2 LIMITS DURING CONSTRUCTION OF PHASE 1.
4. PHASE 1 ASPHALT PAVEMENT TO CURE FOR MINIMUM OF 30 DAYS PRIOR TO APPLICATION OF P-631 SEAL. APPLICATION OF P-631 SEAL MAY OCCUR AFTER PHASE 2 ASPHALT IS CONSTRUCTED AND CURED. AMBIENT CONDITIONS PER MANUFACTURER'S SPECIFICATION MUST ALSO BE MET.
5. PHASE 1 TIME DOES NOT INCLUDE CURE TIME FOR ASPHALT.
6. CONTRACTOR WILL BE REQUIRED TO PERMIT TRAFFIC ON PHASE 1 LIMITS DURING CURE PERIOD SO THAT ACCESS IS AVAILABLE TO THE LUBBOCK AERO HANGAR DURING PHASE 2 WORK. CONTRACTOR SHALL ANTICIPATE HAVING TO RE-CLEAN PHASE 1 AREA PRIOR TO APPLICATION OF P-631 SEAL.

PHASE 2 SCOPE (45 CALENDAR DAYS)
(60 CALENDAR DAYS IF ALT 2 AWARDED)

1. DEMO ASPHALT PAVEMENT AND TIEDOWNS WITHIN LIMITS SHOWN.
2. CONSTRUCT CONCRETE VALLEY GUTTER AND CONCRETE PAVEMENT AS SHOWN.
3. AFTER CONCRETE CURES, CONSTRUCT ASPHALT PAVEMENT TO THE GRADES AND LIMITS SHOWN.
4. PHASE 2 ASPHALT PAVEMENT TO CURE FOR MINIMUM OF 30 DAYS PRIOR TO APPLICATION OF P-631 SEAL.
5. INSTALL AIRCRAFT TIEDOWN ANCHORS AS SHOWN ON SHEET C-105.
6. OWNER WILL UTILIZE PHASE 1 LIMITS DURING CONSTRUCTION OF PHASE 2.
7. CONTRACTOR SHALL ANTICIPATE HAVING TO RE-CLEAN PHASE 2 AREA PRIOR TO APPLICATION OF P-631 SEAL.

GENERAL NOTES

1. INSTALL AVIATION BARRICADES ACROSS ALL AIRCRAFT OPERATION AREAS ADJACENT TO CONSTRUCTION AREAS.
2. ACCESS MUST BE PROVIDED TO EXISTING AIRCRAFT HANGAR AT ALL TIMES.
3. CONTRACTOR TO COORDINATE WITH LUBBOCK AERO FOR SCHEDULING OF PAVEMENT DEMOLITION AND CONSTRUCTION.
4. GRADING AND SEEDING OF UNPAVED AREA MAY OCCUR IN ANY PHASE OR MAY OCCUR WITHIN 20 CALENDAR DAYS FOLLOWING COMPLETION OF PROJECT.
5. GAP LOW PROFILE BARRICADES AT 5 FEET.

N

30 0 30 60
SCALE: 1"=30'

LEGEND

- NEW ASPHALT CONSTRUCTION - BASE BID
  NEW CONCRETE CONSTRUCTION - ADDITIVE ALTERNATE
- NEW CONCRETE CONSTRUCTION
- EXISTING ASPHALT DEMOLITION
- EXISTING CONCRETE PAVEMENT (TO REMAIN)
- EXISTING ASPHALT PAVEMENT
- AVIATION BARRICADE (LOW PROFILE WITH RED LIGHTS)

PSC PARKHILL SMITH & COOPER

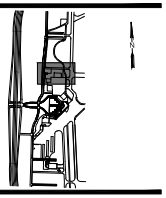
PARKHILL SMITH & COOPER, INC. TEXAS REGISTERED ENGINEERING FIRM F-450
MARK D. HABERER 94867 LICENSED PROFESSIONAL ENGINEER
08/30/12

Lubbock Preston Smith International Airport

LUBBOCK AIRFIELD ASPHALT REPAIR PACKAGE 2

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

KEY PLAN



NO	DATE	DESCRIPTION
2	08/30/12	BID SET
1	3.9.12	100% REVIEW

ISSUING OFFICE: LUBBOCK PROJECT NO: 2710.10

PHASING AND SAFETY PLAN

G-008

City of Lubbock, Texas
Capital Project
Project Cost Detail
October 11, 2012

Capital Project Number:	8552
Capital Project Name:	LBB Airfield Asphalt Repair

		Budget
Encumbered/Expended		
Parkhill, Smith & Cooper Contract Amendment 1	$	127,450
Print Shop & Reproduction Charges		85
West Texas Paving, Inc.		421,712
Parkhill, Smith & Cooper Contract Amendment 6		73,050
West Texas Paving, Inc. - Change Order 1		1,500
West Texas Paving, Inc. - Change Order 2		(21,118)
Agenda Item October 11, 2012		
West Texas Paving Inc.		608,568
Parkhill Smith & Cooper Amendment 11		81,650
Encumbered/Expended To Date		1,292,897
Estimated Costs for Remaining Appropriation		
Contingency		7,103
Remaining Appropriation		7,103
Total Appropriation	$	1,300,000

*** The appropriation on CIP 8552 is $1.2 million in FY 2012-13, but the first reading of the budget amendment to increase the appropriation from $1.2 million to $1.3 million is included on this agenda.**

Project Name **Airfield Asphalt Repair** *Project Number* **8552**

Managing Department **Airport Operations - Field Maint.**

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

Repair of existing bituminous surface course pavement. The project is proposed as a multi-year project with $300,000 appropriated annually until all surfaces have been rehabilitated.

Project Justification

The project enhances the safety of the general aviation ramp and other airfield surfaces by reducing the potential for loose pavement material or aggregate, which can damage aircraft engines and propellers.

Project History

$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$300,000 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
Construction	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000
Total Project Appropriation	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000

			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 2006 Airport Revenue CO's	37,594	0	0	0	0	0	0	37,594
FY 2007 Airport Revenue CO's	161,502	0	0	0	0	0	0	161,502
FY 2010 Airport Pay-As-You-Go	138,498	0	0	0	0	0	0	138,498
FY 2011 Airport Pay-As-You-Go	262,406	0	0	0	0	0	0	262,406
FY 2012 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2013 Airport Pay-As-You-Go	0	300,000	0	0	0	0	0	300,000
FY 2014 Airport Pay-As-You-Go	0	0	300,000	0	0	0	0	300,000
FY 2015 Airport Pay-As-You-Go	0	0	0	300,000	0	0	0	300,000
FY 2016 Airport Pay-As-You-Go	0	0	0	0	300,000	0	0	300,000
FY 2017 Airport Pay-As-You-Go	0	0	0	0	0	300,000	0	300,000
FY 2018 Airport Pay-As-You-Go	0	0	0	0	0	0	300,000	300,000
Total Funding Sources	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute unit price Contract 10675 with West Texas Paving, Inc. for the Airfield Asphalt Repair - Package 2, ITB 12-10675-DT.

Item Summary

The Airfield Asphalt Repair project involves reconstruction of asphalt pavement adjacent to hangar three on the west side of Lubbock Preston Smith International Airport. The base bid is for reconstruction with asphalt, also requested was Additive Alternate 1 to construct pavement west of the hangar with concrete in lieu of asphalt.

Bids were received by the following companies.

Bidder	Base Bid	Alt 1	TOTAL
West Texas Paving Inc. of Lubbock, TX	$557,913	50,655	$608,568
Mitchell Enterprises, LTD of Sherman, TX	$633,206	28,486	$661,692
Lone Star Dirt & Paving, LTD of Lubbock, TX	$777,919	55,924	$833,843

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

After review of the bids, Parkhill Smith & Cooper recommended award of the Base Bid and Additive Alternate 1 items and for the contract to be awarded to the low bidder, West Texas Paving, Inc., for the total of $608,568.

Fiscal Impact

$1.2 million is appropriated in Capital Improvement Project 8552, Airfield Asphalt Repair, and an additional $100,000 is included in a Budget Amendment on this agenda for the project, for a total appropriation of $1.3 million. If the budget amendment is approved, $608,568 is available for this purpose.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Bid Contract - Aviation
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. 10675 for Lubbock Preston Smith International Airport Airfield asphalt repair, Package 2, by and between the City of Lubbock and West Texas Paving, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract- West Texas Paving, Inc.
September 24, 2012

REVISED BID SUBMITTAL
UNIT PRICE BID CONTRACT

DATE: 9-20-12

PROJECT NUMBER: **12-10675-DT - LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT**
LBB AIRFIELD ASPHALT REPAIR – PACKAGE 2

Bid of WEST TEXAS PAVING, 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 a **LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT LBB AIRFIELD ASPHALT REPAIR – PACKAGE 2**, 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	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
BASE BID – NORTH HANGER ASPHALT RECONSTRUCTION					
1.	Item P-140, Contractor Mobilization.	LS	1	$ 28000.00	$ 28,000.00
2.	Item P-101, Remove and dispose of 2" asphalt, 9" granular base.	SY	6,469	8.00	51,752.00
3.	Item P-152, Excavation.	CY	360	10.00	3,600.00
4.	Item P-152, Grading and subgrade preparation, 6-inches thick.	SY	6,446	6.00	38,676.00
5.	Item P-152, Grading in unpaved areas.	SY	4,550	5.00	22750.00
6.	Item P-156, Temporary air and water pollution, soil erosion and siltation control.	LS	1	5000.00	5000.00
7.	TxDOT Item 247, Type A, Grade 2 crushed aggregate base course, 6" thickness, furnished and installed.	SY	378	12.00	4536.00
8.	TxDOT Item 247, Type A, Grade 2, crushed aggregate base course, 10.5" thickness, furnished and installed.	SY	6,180	16.00	98,880.00
9.	TxDOT Item 341, Type C, dense-graded hot-mix asphalt (QC/QA), 2.5" thickness, furnished and installed.	TON	834	160.00	133440.00
10.	TxDOT Item 341, Type C, dense-graded hot-mix asphalt (QC/QA), 5% bonus.	LS	1	6,672	6,672

REVISED BID FORM

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
11.	Item P-501, Portland cement concrete pavement, 7" thickness (including fiber mesh).	SY	108	95.00	10,260.00
12.	Item P-501, Portland cement concrete pavement, 6" thickness (including fiber mesh).	SY	270	85.00	22,950.00
13.	Item P-602, Bituminous prime coat, including herbicidal treatment (0.3 gal/sy).	GAL	1,930	6.50	12,545.00
14.	Item P-620, Runway and taxiway painting.	SF	166	4.00	664.00
15.	Item P-631, Refined coal tar emulsion with additive slurry seal surface treatment.	SY	6,050	4.75	28,737.50
16.	Item T-901, Soil preparation, seeding and fertilizing.	SY	4,550	8.00	36,400.00
17.	Item T-901, Temporary seeding.	SY	4,550	7.00	31,850.00
18.	Item MC, Utility adjustment or removal.	LS	1	5,000.00 DA	5,000 15,000.00
19.	Item MC, Remove existing aircraft tie-down anchors.	EA	32	150.00	4,800.00
20.	Item MC, Furnish and install aircraft tie-down anchors.	EA	18	500.00	9,000
21.	Item MC, Rock riprap (including filter fabric).	CY	8	300	2400
TOTAL BASE BID					
MATERIALS		$ 300,000.00			
SERVICES		$ 257912.50			
TOTAL BID ITEMS 1-21		$ 557912.50			

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

Bidder's Initial DJ.

REVISED BID FORM

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
ALTERNATE 1 (ADDITIVE) – NORTH HANGAR CONCRETE RECONSTRUCTION (PHASE 1 AREA)					
A1-1.	Item P-140, Contractor Mobilization.	LS	1	$ 2250.00	$ 2250.00
A1-2.	DEDUCT TxDOT Item 247, Type A, Grade 2, crushed aggregate base course, 10.5" thickness, furnished and installed (insert negative number).	SY	700	<16>	<11200>
A1-3.	DEDUCT TxDOT Item 341, Type C, dense-graded hot-mix asphalt (QC/QA), 2.5" thickness, furnished and installed (insert negative number).	TON	95	<160>	<15200>
A1-4.	DEDUCT TxDOT Item 341, Type C, dense-graded hot-mix asphalt (QC/QA), 5% bonus (insert negative number) (Unit Price should be 5% of A1–3 Extended Amount.)	LS	1	<760>	<760.00>
A1-5.	DEDUCT Item P-631, Refined coal tar emulsion with additive slurry seal surface treatment (insert negative number).	SY	700	<4.75>	<3325>
A1-6.	TxDOT Item 247, Type A, Grade 2, crushed aggregate base course, 6" thickness, furnished and installed.	SY	700	12.00	8400.00
A1-7.	Item P-501, Portland cement concrete pavement, 7" thickness, including reinforcement where applicable.	SY	700	95.00	66,500.00
A1-8.	Item P-501, Portland cement concrete pavement, 6% bonus.	LS	1	3990	3990
TOTAL ALTERNATE 1					[redacted]
MATERIALS					$ 30,000.00
LABOR					$ 20655.00
TOTAL BID ITEMS A1-1 – A1-8					$ 50655.00

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

Bidder's Initial EJ.

REVISED BID FORM

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.

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

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

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

(Seal if Bidder is a Corporation)

ATTEST:

Marshal Jarnagin
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9-13-12
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 9-

Darrell Jarnagin
Authorized Signature

DARRELL JARNAGIN
(Printed or Typed Name)

WEST TEXAS PAVING, INC.
Company

P.O. Box 64187
Address

Lubbock, Lubbock
City, County

TX, 79464
State, Zip Code

Telephone: 806 - 863-2142
Fax: 806 - 863-3550

FEDERAL TAX ID or SOCIAL SECURITY No.

75-202-8682

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

City of Lubbock, Texas
Capital Project
Project Cost Detail
October 11, 2012

Capital Project Number:	8552
Capital Project Name:	LBB Airfield Asphalt Repair

		Budget
Encumbered/Expended		
Parkhill, Smith & Cooper Contract Amendment 1	$	127,450
Print Shop & Reproduction Charges		85
West Texas Paving, Inc.		421,712
Parkhill, Smith & Cooper Contract Amendment 6		73,050
West Texas Paving, Inc. - Change Order 1		1,500
West Texas Paving, Inc. - Change Order 2		(21,118)
Agenda Item October 11, 2012		
West Texas Paving Inc.		608,568
Parkhill Smith & Cooper Amendment 11		81,650
Encumbered/Expended To Date		1,292,897
Estimated Costs for Remaining Appropriation		
Contingency		7,103
Remaining Appropriation		7,103
Total Appropriation	$	1,300,000

*** The appropriation on CIP 8552 is $1.2 million in FY 2012-13, but the first reading of the budget amendment to increase the appropriation from $1.2 million to $1.3 million is included on this agenda.**

Project Name **Airfield Asphalt Repair** *Project Number* **8552**

Managing Department **Airport Operations - Field Maint.**

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope

Repair of existing bituminous surface course pavement. The project is proposed as a multi-year project with $300,000 appropriated annually until all surfaces have been rehabilitated.

Project Justification

The project enhances the safety of the general aviation ramp and other airfield surfaces by reducing the potential for loose pavement material or aggregate, which can damage aircraft engines and propellers.

Project History

$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$300,000 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
Construction	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000
Total Project Appropriation	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000

			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 2006 Airport Revenue CO's	37,594	0	0	0	0	0	0	37,594
FY 2007 Airport Revenue CO's	161,502	0	0	0	0	0	0	161,502
FY 2010 Airport Pay-As-You-Go	138,498	0	0	0	0	0	0	138,498
FY 2011 Airport Pay-As-You-Go	262,406	0	0	0	0	0	0	262,406
FY 2012 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2013 Airport Pay-As-You-Go	0	300,000	0	0	0	0	0	300,000
FY 2014 Airport Pay-As-You-Go	0	0	300,000	0	0	0	0	300,000
FY 2015 Airport Pay-As-You-Go	0	0	0	300,000	0	0	0	300,000
FY 2016 Airport Pay-As-You-Go	0	0	0	0	300,000	0	0	300,000
FY 2017 Airport Pay-As-You-Go	0	0	0	0	0	300,000	0	300,000
FY 2018 Airport Pay-As-You-Go	0	0	0	0	0	0	300,000	300,000
Total Funding Sources	900,000	300,000	300,000	300,000	300,000	300,000	300,000	2,700,000

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

Meeting Date: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 4 amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

Item Summary

I. Establish Capital Improvement Project 92319, 230 kV Transmission Loop, and appropriate $12.75 million for the purpose of constructing a loop that will allow for a redundant and more reliable transmission system. The funding will be FY 2013 LP&L Revenue Bonds.

II. Establish Capital Improvement Project 92320, Substation Breaker Replacements, and appropriate $1.5 million for the purpose of replacing G.E. substation breakers that are over 30 years old. The funding will be FY 2013 LP&L Revenue Bonds.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget Amendment 4 - LP&L

Resolution - LP&L

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 AS RECOMMENDED BY THE ELECTRIC UTILITY BOARD ON SEPTEMBER 18, 2012, BY ESTABLISHING CAPITAL IMPROVEMENT PROJECT 92319, 230 KV TRANSMISSION LOOP; ESTABLISHING CAPITAL IMPROVEMENT PROJECT 92320, SUBSTATION BREAKER REPLACEMENTS; 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 #4) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92319, 230 kV Transmission Loop, and appropriate $12.75 million for the purpose of constructing a loop that will allow for a redundant and more reliable transmission system.

II. Establish Capital Improvement Project 92320, Substation Breaker Replacements, and appropriate $1.5 million for the purpose of replacing G.E. substation breakers that are over 30 years old.

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

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

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY1112.Amend#4.ord
10.2.12

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 18 day of SEPTEMBER, 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

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

Meeting Date: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0108 Amendment 25 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Grant 82048; and accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5304 Planning Grant.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

1. Accept and appropriate an additional $70,636 from TDHCA for CEAP, for a total grant appropriation of $1,749,696. The grant funds programs to assist low-income families and individuals with energy assistance and efficiency.
2. Accept and appropriate a $100,000 Section 5304 planning grant from the FTA for an updated route study. Additional funds are not required for the local match.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget Amendment 25

Grant Detail - CEAP

Grant Detail - Section 5304

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP), GRANT NO. 82048; AND ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5304 PLANNING GRANT.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2011-12 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2011-12 (Budget Amendment #25) for municipal purposes, as follows:

I. Accept and appropriate an additional $70,636 from the TDHCA for the CEAP, for a total grant appropriation of $1,749,696.

II. Accept and appropriate $100,000 for the Section 5304 Planning Grant from the FTA for an updated route study.

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

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

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY1112.Amend25.ord
9.17.2012

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
September 27, 2012

Administrative Information:

City Assigned Grant Number:	82048
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2012-12/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	3/6/2012
Original Appropriation-Budget Ordinance:	2012-O0028
Original Grant Acceptance-Resolution:	2012-R0110

Personnel Information:

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

Title of Position	Annual Salary	Annual Benefits	Grant Amendment	Other Grant	General Fund
Program Specialist	$ 39,686	21,393	-	61,079	-
Account Analyst	58,779	26,668	-	85,447	-
Administrative Assistant	22,734	16,247	-	38,981	-
CD Director & Citibus Liaison	84,163	33,380	-	117,543	-
CD Contract Coordinator	55,234	25,760	-	80,994	-
Total	$ 260,597	123,448	-	384,045	-

Budget Information:

Grant Amendment Detail	4/26/2012 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 35,650	-	35,650
Benefits	17,137	-	17,137
Travel	1,200	-	1,200
ComDev Household Crisis	100,000	-	100,000
Catholic Charitites			
Co-Pay Utility Assistance	60,000	-	60,000
Operations	9,600	-	9,600
Lutheran Social Services			-
Household Crisis Utility Assistnace	200,000	-	200,000
Elderly/Disabled Utility Assistance	640,193	-	640,193
Operations	126,029	-	126,029
LIFE Run Centers			
Elderly/Disabled Utility Assistance	425,436	62,160	487,596
Operations	63,815	8,476	72,291
Total Amendment	$ 1,679,060	70,636	1,749,696

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
September 27, 2012

Administrative Information

Grant Name:	Section 5304
Grant Effective Date:	10/01/2012-9/30/13
Grant Provider Agency:	Texas Department of Transportation
Grant Award Amount:	$ 100,000
Local Match Amount:	-

Budget Information:	**FY 2011-12 Appropriation**	**Amendment**	**Total**
Grant Detail			
Professional Services/ Training	$ -	100,000	$ 100,000
Total	$ -	100,000	$ 100,000

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

Meeting Date: 10/11/2012

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10871, and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

Item Summary

The source for this contract is a pass through grant from TDHCA. The original contract for $1,116,902 was accepted and appropriated by City Council at their meeting on March 6, 2012. The contract was approved by City Council at their March 29, 2012, meeting.

TDHCA increased the City's allocation by an additional amount of $562,158 which the City Council accepted and appropriated at their July 12, 2012, meeting. The contract was approved by City Council at their meeting on July 26, 2012.

TDHCA has increased the City's allocation in an additional amount of $70,636. The total amount of the contract is now $1,749,696.

TDHCA requireS that all grants be executed electronically. Therefore, this resolution allows the City of Lubbock's Mayor to execute this grant electronically. The period for performance of this contract is January 1, 2012 through December 31, 2012.

Fiscal Impact

The funds used are State funds from CEAP. The maximum to be allocated to this grant is $1,749,696.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

TDHCA Amendment 2 - CEAP

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 Amendment to a Community Development Funding Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program, 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 City Council.

Passed by the City Council this _____, 2012

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/amendment-TDHC-Comprehensive Energy Assistance Prog.res
9.25.12

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001362 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 2

SECTION 1.

This Amendment Number 2 to CEAP Contract No.58120001362 is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and City of Lubbock , a political subdivision of the State of Texas (the "Subrecipient"), (hereinafter, collectively the "Parties").

SECTION 2.

Subrecipient and Department executed that certain CEAP Contract No. 58120001362 ("Contract") to be effective on .

SECTION 3.

Under the authority described in Section 8 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Exhibit A, BUDGET, to the Contract is amended by replacing in its entirety with the amended Exhibit A, BUDGET, attach hereto (consisting of two (2) pages).

2. Section 21. Audit Subsection F, of the Contract is amended by replacing in its entirety:

   Subrecipient shall procure audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 4.

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract [as amended by the Second Amendment] are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

SECTION 5.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 6.

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 7.

If any of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 8.

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 9.

This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 10.

This Second Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

AGREED TO AND EXECUTED BY:

City of Lubbock

a political subdivision of the State of Texas

By:

Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001362 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT A BUDGET
City of Lubbock, a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 1,749,696.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 109,281.00	-
Assurance 16	$ 87,474.00	-
Direct Services	$ 1,551,741.00	-
TOTAL CEAP BUDGET	$ 1,748,496.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 491,385.00	31.67
Co-payment	$ 491,385.00	31.67
Elderly and Disabled	$ 491,384.00	31.67
Direct Service Support	$ 77,587.00	5.00
TOTAL DIRECT SERVICES	$ 1,551,741.00	100.00

Subrecipient's service area consists of the following Texas counties:

LUBBOCK

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 5.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled must be at least 10% of Direct Service Dollars expended. Household Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases..

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 16, 2012.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to sign a payment agreement between the City and NTS Communications, Inc.

Item Summary

NTS is a telecommunications provider, that is required by the Texas Local Government Code to pay municipal fees quarterly for use of the public rights-of-way, and a video service provider, that is required to pay franchise fees quarterly under the State Issued Certificate of Franchise Authority. NTS failed to remit $1,282,834 in municipal fees for eight quarters and $11,567 in franchise fees for one quarter. To avoid litigation and trial, the City of Lubbock and NTS have come to an agreement to pay the delinquent amounts owed on a 24 monthly payment schedule at the rate of $58,340 per month for all past due municipal fees and franchise fees, plus 3.5% interest. Payments will begin October 31, 2012, and require that NTS pay their current municipal fees and franchise fees quarterly, as well as, the 1% Public, Education, and Government (PEG) fee. The contract includes language that allows the City to seek other legal remedies in the case of default.

Fiscal Impact

In FY 2011-12, the City recorded a receivable and franchise and municipal fees revenue in the amount of $1,294,401, with $776,641 in the General Fund and $517,760 in the Gateway Fund. In FY 2011-12, the City also recorded an interest receivable and interest revenue of $559,976, with $33,585 in the General Fund and $22,390 in the Gateway Fund.

The City of Lubbock will receive an additional $49,782 in interest revenue in FY 2012-13 and FY 2013-14, which will be allocated 60% to the General Fund and 40% to the Gateway Fund.

Staff/Board Recommending

Pamela Moon, Director of Finance

Attachments

Resolution - NTS

Agreement - NTS

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Payment Agreement with NTS Communications, Inc. and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City att / Linda / Res – NTS Agreement
October 3, 2012

AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is entered into between the City of Lubbock, a home rule municipal corporation of the State of Texas (hereinafter referred to as the "City") and NTS Communications, Inc., 5307 West Loop 289, Lubbock, Texas 79414, a corporation incorporated under the laws of the State of Texas (hereinafter referred to as "NTS").

RECITALS

WHEREAS, NTS is doing business in the City of Lubbock as a certificated telecommunications provider and is therefore required by the Texas Local Government Code to pay a Municipal Fee quarterly for use of the public rights-of-way; and

WHEREAS, NTS also provides cable and/or video services in the City of Lubbock under State Issued Certificate of Franchise Authority No. 90011 and is therefore required under the Texas Utility Code to pay a Franchise Fee quarterly; and

WHEREAS, NTS is a financially solvent corporation, publicly traded under the United States Security and Exchange Commission; and

WHEREAS, NTS has failed to remit to the City the Municipal Fee for eight quarters and has failed to remit the Franchise Fee for one quarter; and

WHEREAS, NTS currently owes the City $1,282,833.79 in Municipal Fees and $11,567.18 in Franchise Fees; and

WHEREAS, the parties, desiring to come to an agreement on a payment schedule for the delinquent Municipal Fees and Franchise Fees and avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, enter into the Payment Agreement outlined below.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements, as set forth herein, including the recitals set forth above, and other good and valuable consideration, NTS and the City agree as follows:

1. NTS shall:

i) Pay 24 monthly payments at the rate of $58,339.95 per month for all past due Municipal Fees and Franchise Fees, plus 3.5% interest, beginning October 31, 2012, and continuing on the due dates set forth on Exhibit "A" (attached hereto and incorporated herein as though fully set forth); and

ii) Pay all current Municipal Fees and Franchise Fees quarterly beginning November 15, 2012, on or before the date same becomes due as required under Chapter 283 of the Texas Local Government Code and Chapter 66 of the Texas Utility Code; and

iii) Pay the 1% PEG fees required under Texas Utility Code Section 66.006 on a quarterly basis beginning November 15, 2012.

2. NTS acknowledges that (i) the Municipal Fees and Franchise Fees past due and owing by NTS, as set forth in Exhibit "A" attached hereto, are true and correct in all respects; and (ii) this Payment Agreement in no way discharges, dismisses, or alters, except as provided herein, NTS' duty and obligation to pay any past, current or future Municipal, Franchise, or 1% PEG Fees as they become due.

3. NTS shall be in default ("event of default") if any one or more of the following events shall occur:

i) NTS fails to pay when due any payment set forth in Exhibit "A" attached hereto;

ii) NTS fails to pay when due any quarterly payment required under Texas Local Government Code Chapter 283 or Texas Utility Code Chapter 66;

iii) NTS defaults in the performance of any of the covenants or agreements contained herein; or

iv) NTS (a) applies for or consents to the appointment of a receiver, trustee, intervenor, custodian or liquidator for the business or of all or a substantial part of the assets; (b) is adjudicated as bankrupt or insolvent, files a voluntary petition for bankruptcy, or admits in writing that NTS is unable to pay NTS' debts as they become due; (c) makes a general assignment for the benefit of creditors; (d) files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency; or (e) files an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against NTS in any bankruptcy, reorganization or insolvency proceeding, or takes corporate action for the purpose of effecting any of the foregoing.

5. If an event of default occurs, the City may, at its option, (i) declare all unpaid amounts due hereunder immediately due and owing (excepting those amounts in paragraph 1(ii) not yet due by law), without further notice to NTS; and/or (ii) exercise any and all rights available to it in law, equity, contract or otherwise including, but not limited to, those rights set forth in Chapter 283 of the Texas Local Government Code and Chapter 66 of the Texas Utility Code.

6. NTS acknowledges that if, as a result of NTS' breach of this Agreement, the City employs or utilizes an attorney or attorneys to exercise its rights hereunder, then NTS shall pay the City its reasonable attorney fees, costs and expenses in instituting, preparing, prosecuting, or defending any action or suit resulting from a default of this Agreement.

7. This Agreement shall inure to the benefit of, and be binding upon, NTS, its legal representatives, successors or assigns, and to the City, its legal representatives, successors or assigns.

8. All signatories to this Agreement hereby warrant that they have the authority to execute this Agreement and bind the respective parties.

9. This Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements, or promises.

10. This Agreement may not be amended or modified in any respect except by a written instrument duly executed by all the parties to this Agreement.

11. If any portion of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not affected and shall remain fully in force and enforceable.

12. Each party to this Agreement acknowledges and agrees that they have obtained legal representation and advice as they have deemed appropriate in entering into this Agreement.

13. It is further understood that the provisions of this Agreement are contractual and not mere recitals and that this Agreement shall be governed by and will be construed by the laws of the State of Texas.

14. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:

Linda L. Chamales
Economic Development Attorney

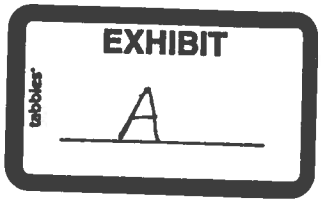
Lc: cityatt/Linda/Agreement NTS and City 2012
October 1, 2012

NTS Communications, Inc.

BY:_____

APPROVED AS TO FORM:

Daniel R. Wheeler, General Counsel
NTS Communications, Inc.



City of Lubbock, TX
Accounting Department
NTS -Amortization Calculator
September 25,2012

*Only change the interest rate on Spreadsheet

0.035 **Interest %**

Amount Owed

Balance Owed Date	Quarter Ending	Principal Owed	Interest Owed	Cumulative Principal Owed	Cumulative Interest Owed	Total Owed
8/15/2010	6/30/2010	$ 165,246.40	$ -	$ 165,246.40	$ -	$ 165,246.40
11/15/2010	9/30/2010	164,168.31	1,426.10	329,414.71	1,426.10	330,840.81
2/15/2011	12/31/2010	163,253.95	2,842.89	492,668.66	4,268.99	496,937.65
5/15/2011	3/31/2011	162,004.95	4,251.80	654,673.61	8,520.79	663,194.40
8/15/2011	6/30/2011	158,897.33	5,649.92	813,570.94	14,170.71	827,741.65
11/15/2011	9/30/2011	158,471.10	7,021.23	972,042.04	21,191.94	993,233.98
2/15/2012	12/31/2011	156,386.70	8,388.86	1,128,428.74	29,580.80	1,158,009.54
5/15/2012	3/31/2012	154,405.05	9,738.49	1,282,833.79	39,319.29	1,322,153.08
8/15/2012	6/30/2012	11,567.18	11,071.03	1,294,400.97	50,390.32	1,344,791.29
9/30/2012			5,585.43	1,294,400.97	55,975.75	1,350,376.72
		$ 1,294,400.97	$ 55,975.75	-	-	$ 1,350,376.72

Payment Schedule
24 months-fixed interest

Principal Owed	1,350,376.72	Payment Amount	58,339.95
Start	9/30/2012		
Interest %	0.04		
Term	24.00		

Payment Number	Date Due	Principal	Interest	Principal Owed $ 1,350,376.72	Total Payment
1	10/31/2012	$ 54,401.35	$ 3,938.60	1,295,975.37	58,339.95
2	11/30/2012	54,560.02	3,779.93	1,241,415.35	58,339.95
3	12/31/2012	54,719.16	3,620.79	1,186,696.19	58,339.95
4	1/31/2013	54,878.75	3,461.20	1,131,817.44	58,339.95
5	2/28/2013	55,038.82	3,301.13	1,076,778.62	58,339.95
6	3/31/2013	55,199.35	3,140.60	1,021,579.28	58,339.95
7	4/30/2013	55,360.34	2,979.61	966,218.93	58,339.95
8	5/31/2013	55,521.81	2,818.14	910,697.12	58,339.95
9	6/30/2013	55,683.75	2,656.20	855,013.37	58,339.95
10	7/31/2013	55,846.16	2,493.79	799,167.21	58,339.95
11	8/30/2013	56,009.05	2,330.90	743,158.17	58,339.95
12	9/30/2013	56,172.41	2,167.54	686,985.76	58,339.95
13	10/31/2013	56,336.24	2,003.71	630,649.52	58,339.95
14	11/30/2013	56,500.56	1,839.39	574,148.96	58,339.95
15	12/31/2013	56,665.35	1,674.60	517,483.61	58,339.95
16	1/31/2014	56,830.62	1,509.33	460,652.99	58,339.95
17	2/28/2014	56,996.38	1,343.57	403,656.61	58,339.95
18	3/31/2014	57,162.62	1,177.33	346,493.99	58,339.95
19	4/30/2014	57,329.34	1,010.61	289,164.65	58,339.95
20	5/31/2014	57,496.55	843.40	231,668.10	58,339.95
21	6/30/2014	57,664.25	675.70	174,003.84	58,339.95
22	7/31/2014	57,832.44	507.51	116,171.40	58,339.95
23	8/30/2014	58,001.12	338.83	58,170.29	58,339.95
24	9/30/2014	58,170.29	169.66	(0.00)	58,339.95
		$ 1,350,376.72	$ 49,782.09		

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Finance: A resolution of the City of Lubbock calling for redemption of certain outstanding obligations and authorizing the payment.

Item Summary

The City of Lubbock has issued and currently has obligations outstanding that are callable. The City has available funds in a sufficient amount to redeem the Redeemed Obligations and desires to take advantage of the interest savings. The bonds that are callable with available funds include:

- Airport General Obligation Bonds, Series 1993, Maturity 2013 and 2014, $260,000 principal outstanding;
- Tax and Electric Light and Power System Surplus Revenue Certificates of Obligation, Series 2003, Maturity 2013, $610,000 principal outstanding; and
- Tax and Electric Light and Power System Surplus Revenue Refunding Bonds, Series 2003, Maturity 2013 through 2023, $5,640,000 principal outstanding.

Fiscal Impact

$1,788,976 in interest savings to the City.

Staff/Board Recommending

Pamela Moon, Director of Finance

Attachments

Resolution - Redemption Obligation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, CALLING FOR REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS AND AUTHORIZING THE PAYMENT THEREOF

WHEREAS, the City of Lubbock, Texas (the "City"), has heretofore issued and there are currently outstanding the obligations described on Schedule I hereto (collectively, the "Redeemed Obligations");

WHEREAS, the City presently has on hand lawfully available funds sufficient in amount to redeem the Redeemed Obligations on the redemption date reflected on Schedule I (the "Redemption Date") at a price of the par amount thereof plus accrued interest to the Redemption Date (the "Redemption Price"); and

WHEREAS, the City Council of the City finds and determines that it is in the best interests of the City that the Redeemed Obligations be called for redemption and such lawfully available funds should be applied to the redemption of the Redeemed Obligations as provided herein; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

Section 1. Findings. The findings and determinations set forth in the preambles hereof are hereby incorporated by reference as if repeated in full.

Section 2. Redemption of Redeemed Obligations. The City is authorized to call the Redeemed Obligations for redemption and such Redeemed Obligations shall be redeemed from lawfully available funds of City on the Redemption Date at the Redemption Price.

Section 3. Payment of Redemption Price. (a) The City shall deposit with the paying agent/registrar(s) for the Redeemed Obligations, from lawfully available funds of the City, an amount sufficient to pay the Redemption Price of the Redeemed Obligations on the Redemption Date.

(b) Following the giving of notice of redemption as hereinafter provided and the deposit of the Redemption Price of the Redeemed Obligations with the paying agent/registrar(s) as required hereby, the Redeemed Obligations shall no longer be outstanding for any purpose, shall cease to accrue interest, and the owners thereof shall be entitled to payment solely from the amounts deposited with the paying agent/registrar(s) for such purpose.

Section 4. Notice of Redemption. (a) The City Secretary shall cause to be delivered to the paying agent/registrar(s) a certified copy of this Resolution.

(b) The paying agent/registrar(s) shall give notice of redemption to the owners of the Redeemed Obligations as required by and in accordance with the ordinances authorizing the issuance of the Redeemed Obligations (the "Prior Ordinances").

Section 5. Actions to Be Taken. The officers of the City are each hereby authorized and directed to take any and all actions required to be taken to effect the purposes of this Resolution in accordance with the terms of the Prior Ordinances and the laws of the State of Texas.

Section 6. Power to Revise Form of Documents. The officers of the City are each hereby authorized to make or approve such revisions, additions, deletions and variations to this Resolution as, in the judgment of the Mayor and in the opinion of the City's legal counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its adoption.

[The remainder of this page is intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE this ___ day of October, 2012.

Glen Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon, Director of Finance

APPROVED AS TO FORM:

Jerry Kyle, Bond Counsel

SCHEDULE I

DESCRIPTION OF REDEEMED OBLIGATIONS

City of Lubbock, Texas, Airport General Obligation Bonds, Series 1993

Maturity	Principal Outstanding	Principal to be Redeemed	Redemption Date	CUSIP No.
02/15/2013	$130,000	$130,000	11/13/2012	549186 5D2
02/15/2014	130,000	130,000	11/13/2012	549186 5H3

City of Lubbock, Texas, Tax and Electric Light and Power System Surplus Revenue Certificates of Obligation, Series 2003

Maturity	Principal Outstanding	Principal to be Redeemed	Redemption Date	CUSIP No.
04/15/2013	$610,000	$610,000	11/13/2012	549187 YM8

City of Lubbock, Texas, Tax and Electric Light and Power System Surplus Revenue Refunding Bonds, Series 2003

Maturity	Principal Outstanding	Principal to be Redeemed	Redemption Date	CUSIP No.
04/15/2013	$410,000	$410,000	11/13/2012	549187 ZH8
04/15/2014	425,000	425,000	11/13/2012	549187 ZJ4
04/15/2015	445,000	445,000	11/13/2012	549187 ZK1
04/15/2016	460,000	460,000	11/13/2012	549187 ZL9
04/15/2017	480,000	480,000	11/13/2012	549187 ZM7
04/15/2018	505,000	505,000	11/13/2012	549187 ZN5
04/15/2019	530,000	530,000	11/13/2012	549187 ZP0
04/15/2020	555,000	555,000	11/13/2012	549187 ZQ8
04/15/2021	580,000	580,000	11/13/2012	549187 ZR6
04/15/2022	610,000	610,000	11/13/2012	549187 ZS4
04/15/2023	640,000	640,000	11/13/2012	549187 ZT2

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution – City Manager: Consider a resolution authorizing the Mayor to execute a service agreement with Tony Privett to provide lobbying consulting services for the City of Lubbock.

Item Summary

A Request for Proposals was published in order to select a lobbyist to represent the interests of the City of Lubbock to the Legislators in Austin. The firm will also represent the City's interest in Washington DC, on an as needed basis. The contract will be for a two-year term and may be renewed for an additional two-year term. Two firms responded to the RFP. Both forms were interviewed by the selection committee. The selection committee, appointed by the City Manager to review and rate the qualifications and preliminary proposals, was composed of Chief Roger Ellis, Marsha Reed, Linda Chamales, and Nancy Haney. The evaluation criteria in the RFQ included: 1) Qualifications and Experience (30%), 2) Rates and Expenses (30%), 3) Methodology (25%), and 4) References (15%). Each committee member reviewed and rated each proposal.

The firms, along with their scores, are as follows:

Hance Scarborough, LLP Austin, Texas: 285
Tony Privett of High Plains Research, Lubbock, Texas: 319

The team was in unanimous agreement that High Plains Research was their first choice.

Fiscal Impact

The contract is a not-to-exceed contract totaling $165,000 for the two years. The majority of the funds will be expended in the first year of the contract, when the State Legislature is in session. Funding is provided in the FY 2012-13 budget operating.

Staff/Board Recommending

Lee Ann Dumbauld, City Manager

Attachments

Resolution and Lobby Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10669 for Lobbying Consulting Services, by and between the City of Lubbock and Tony Privett, 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:

_____
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Tony Privett
October 4, 2012

CITY OF LUBBOCK, TX
Lobbying Consulting Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the11th day of October 2012, ("Effective Date") by and between **Tony Privett,** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 12-10669-MA, Lobbying Consulting Services

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide lobbying service at the State and Federal level in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal
4. Exhibit C – Best and Final Offer

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year

event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Tony Privett

OWNER
Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:

Assistant City Attorney

3 SCOPE OF WORK

a) The successful firm will have municipal experience in providing lobbying services at the State level to assist the City of Lubbock in developing an agenda and securing funding. This agenda will include areas of general municipal government, including but not limited to: telecommunications, sanitation waste disposal, parks and recreational services, economic development, streets and transportation, sanitary sewer, stormwater, infrastructure, health, animal control, police and fire services, homeland security, grants, legislative issues that restrict the powers of local government such as eminent domain and annexation, and other issues affecting municipalities as more fully described in this RFP.

b) The successful firm must agree to be available at all times upon reasonable request to meet with City Council, City staff and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interest of the City, and act as liaison between the City and all branches, departments, and agencies of the State government. It is expected that the successful firm will review and understand the agendas of the House and Senate leaders at the State level in order to assist the City to strategically seek funds.

c) The successful firm will work collaboratively with the City of Lubbock City Council, City Manager and designated staff to develop the City's State program and represent the City's interests in Austin, Texas.

The successful firm will handle a range of activities including, but not limited to:

1. Work closely with the City Council, City Manager, and key staff to develop a detailed strategic plan, to be referred to as the City of Lubbock State Legislative Program, for acquiring appropriations and funding for the City of Lubbock.
2. A minimum of two (2) meetings will be required in the City of Lubbock to assist in the development of the City's State Legislative Program. Status updates will be presented to the City Council on a semi-annual basis and as-needed or required throughout the term of the Contract.
3. Identify State grant opportunities; draft funding/grant applications in collaboration with the City, which addresses specific funding needs of the City; monitor and facilitate the progress of funding/grant applications through appropriate state agencies on behalf of the City, when requested.
4. Assist the City in the preparation of appropriations requests and required sub-committee forms.
5. Identify and aggressively act to obtain funding for the City of Lubbock projects.
6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its

7. Review the legislative policy statements adopted by the Texas Municipal League, National League of Cities and other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
8. Identify other state legislation of interest to the City, monitor action on these initiatives, and advocate the City's interest when appropriate.
9. Monitor State legislative committee meetings, agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues with the City's adopted Legislative Program are considered, as well as other issues that may arise that affect the City.
10. Work with the City Council, City Manager and designated staff to develop special or general legislation in keeping with, or supportive of, the City adopted Legislative Program.
11. Develop and evaluate strategy for the support, opposition, or amendment of pending legislation.
12. Testify and lobby before State legislative and appropriations committees as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings. Assist City Mayor, Council Members and Staff when testifying.
13. Appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's Legislative Program.
14. Coordinate appointments or meetings between the City Council, other designated individuals, and Congressional leaders.
15. Assist the City in drafting any needed letters to State Congressional leaders regarding issues of interest and concern to the City of Lubbock.
16. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the City's Legislative Program.
17. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State policies or programs that affect the City and its citizens either directly or indirectly.
18. While the Legislature is in Session, a written summary report shall be submitted at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action for the upcoming week, and suggestion action that City staff or elected officials may implement.
19. A written report that summarizes the status of the City's Legislative Program shall be provided within one (1) week of the closing of the session and a more detailed final written report on specific legislation and new requirements affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

affecting the City shall be provided within a reasonable time period, not to exceed thirty (30) days from the close of session.

20. When the Legislature is not in Session, the successful firm shall provide periodic reports (at least monthly) on issues of interest or concern to the City. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) INDEMNIFICATION

IT IS FURTHER AGREED THAT THE CONTRACTOR (SEPARATELY AND COLLECTIVELY THE "INDEMNITEE") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) 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.

d) Contract Term

The contract shall be for a term of two (2) years, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2) year term under the same terms and conditions upon written agreement from both parties.

A. Qualifications & Experience

High Plains Research was created in 2005 by Tony Privett to provide legislative and communications services to both public and private sector organizations, in the local, state, & federal arenas.

Clients have included:

The City of Lubbock
Lubbock ISD
Lubbock County Hospital District

West Texas Home Builders Association
Lubbock Apartment Association
Singenis Corporation
Cirrus Wind I
The McDougal Companies
Republic Services
Southwest Convenience Stores

High Plains Research is operated as a sole proprietorship, and draws on the many partnerships built over the past 20 years.

Tony Privett will be the sole contact and provider of services to the City of Lubbock.

LEGISLATIVE PHILOSOPHY

I take a collaborative approach in legislative matters.

The state and federal environments are much more politicized than most municipal issues. Building of strong relationships that last beyond a single vote are crucial to long-term success.

I can give an example of my approach in a recent local issue.

The relationship between the Lubbock Fire Department and UMC EMS had steadily deteriorated for many years.

My client, UMC, was concerned about this and asked for my help in resolving the problems that were causing conflict in both organizations, and potentially harming the services provided to citizens.

I used my contacts with City Management and the City Council to work out a framework to resolve these issues.

The result was a new agreement that was acceptable to both parties, and a commitment by both organizations to build a strong partnership going forward.

This is how I will work for the City: building relationships & reaching agreements.

EXAMPLES OF WORK TO ACQUIRE APPROPRIATIONS

Traffic Enforcement

I and my department worked closely with the City Traffic Engineer to help secure several transportation federal funds, including the long-running Red for a Reason campaign grants.

By developing a thorough local marketing and publicity campaign and securing support from our Congressman, the City has been able to secure regular funding for this program.

Lubbock Urban Gardens

I created the Youth Services Department at the City, and we wrote and received grants for more than $79,000 in 2002 for a program that paired at-risk children with a gardening program in conjunction with the South Plains Food Bank.

The program has continued to this day.

Grants Training for City departments

In 2002, I brought in a grants training course for City staff. During the training process, we identified six proposals and prepared them for submission, including First Tee, Texas Parks & Wildlife Trails, Fiesta Plaza, Buckle your Baby, and TxDOT Safe Routes to Schools, and Lubbock City-County-Library "Access Lubbock." Some were funded, though I don't have dollar totals on all.

I acted as a writing coach and legislative advocate for all City departments that asked for my assistance. City grants received in 2001 – 2002 totaled more than $19 Million dollars.

Homeland Security

While at the City of Lubbock, I put together a team to pursue funding for a major federal appropriation for a regional rapid response team to be stationed at Reese Center. The local players included all area law enforcement, emergency management, research, and health care providers.

I left the City before this project came to fruition. While the federal government did not elect to put together a major resource like this in Lubbock, it showed FEMA, TSA, and other federal agencies that Lubbock was serious about Homeland Security and we have received numerous related grants in the past ten years.

TxDOT Historic Redevelopment Grant

I wrote and successfully advocated for grants for the City of Slaton that resulted in more than $1 million in grants to restore the former Santa Fe Railroad "Harvey House" in Slaton.

U.S. Economic Development Administration Grant

I wrote and successfully advocated for a grant that brought more than $600,000 to the Slaton Harvey House project to develop rural economic development projects such as a diner, museum, and bed & breakfast inn.

More information on my career:

Career

2005 - Present **High Plains Research**

Co-owner

Created public affairs company representing public and private entities before municipal and state government.
www.highplainsresearch.com

2003 – Present **Tony Privett Communications**

Owner

Communications, marketing, writing, and lobbying consulting services for public and private companies.
www.tonyprivett.com

1995–2003 **City of Lubbock, TX**

Director of Communications & Legislation

Managed Legislative initiatives, Public Information, City Council Administrative Staff, Youth Services, and Grants Coordinator. Served on Texas Municipal League Board of Directors.

1993–1995 **The Nystrom Company** **Chicago, IL**

District Sales Manager

Presented science and social studies curriculum materials to public schools in a 93 county West Texas territory.

1991–1993 **Texas Tech University Press** **Lubbock, TX**

Director of Marketing

In charge of budgeting, sales, direct-mail, and marketing of scholarly books. Advised on creation and design of new titles.

1984–1991 Grizzard Enterprises, Inc. Atlanta, GA

President

Managed the business career of Southern humorist & author Lewis Grizzard.

Created and managed five new companies and partnerships, including a book publisher, political newsletter, and record label.

Co-owner and founding Chairman, Longstreet Press book publishers, Atlanta, GA.

1982 – 1984 Texas Monthly Press Austin, TX

Director of Marketing for trade book division

1980 – 1982 Peachtree Publishers Atlanta, GA

Director of Marketing for regional book publisher

1975 – 1980 Waldenbooks Lubbock, San Antonio, & Atlanta, GA

Began in Lubbock while a student at Texas Tech. Promoted to San Antonio as a store manager, and promoted to Atlanta, where I managed operations and personnel for 17 retail bookstores in 3 states.

Education

1970–1973 Texas Tech University Lubbock, TX

100+ hours Music Education studies, voice, piano, composition

1999 – 2000 Lubbock Christian University

Completed Organizational Management course work

1996 & 1999 Texas Dept. of Public Safety

Emergency Management Courses on Terrorism Prevention

1998 Federal Emergency Management Institute

Integrated Emergency Management Course

1997 Texas Tech University COBA

Professional Development course in Government Finance

Recent publications:

Failure is not an Option, Delbert McDougal; a developer's unconventional wisdom. 2007 Historical Publishing, San Antonio.

"The Romance of the Harvey Girls and the Santa Fe Railroad"
Heritage Magazine, Summer 2007

"Slaton Harvey House Restoration"
Social Studies Texan, Fall/Winter 2006

Don't Fence Me In: an anecdotal biography of Lewis Grizzard
Edited by Chuck Perry. 1995 Longstreet Press. Atlanta

What America's Teachers Wish Parents Knew
Judy and Tony Privett. 1993 Longstreet Press. Atlanta

Public Service:

President, Slaton Railroad Heritage Assoc. 1991 – 2012
Wrote more than $1million in grants and raised more than $300,000 in private donations for the local museum project

Lubbock County Historical Commission 2005 – 2012

Chairman, 2011-2012

Lubbock Heritage Society Board member 1996-1998

Texas Municipal League Board member 2001 - 2003

Grants Received in 2001-2002

	Award Amounts	
South Plains Regional Narcotic Task Force	$387,216.00	
Local Law Enforcement Block Grant	$233,378.00	
Community Development Block Grant	$3,260,000.00	
Community Service Block Grant	$378,647.00	
Emergency Shelter Grant	$111,000.00	
Home Investment Partnership Program	$1,295,000.00	
Library Systems Operation Grant	$407,783.00	
Technical Assistance - Library	$79,991.00	
Interlibrary Loan Center	$70,597.00	
Loan Star Libraries	$25,479.00	
Milk and Dairy	No Amount	Reimburse
HIV-Hepatitis C	$6,000.00	
BRHLO	$94,118.00	
Immunizations/ Locals	$109,783.00	
Infectious Disease Epidemiology & Survallience	$15,441.00	
HIV Prevention	$46,350.00	
Lab / Bioterrism	$113,492.00	
OPHP- Bioterrism Preparedness	$379,089.00	
HIV- Surveillance	$50,251.00	
ACFH / POP	$51,181.00	
Kid Fish _Parks and Recreation	$6,500.00	
Emergency Management Performance Grant	$61,880.00	
Unified Planning Work Program- MPO	$243,000.00	
Click It or Ticket	$39,990.00	
Speed Selective	$50,000.00	
Holiday Wave STEP	$10,000.00	
Senior Nutrition Program-USDA	$12,183.58	
Senior Congregate Title III-B	$105,000.00	
Senior Transportation Title III-C	$8,000.00	
Airport Improvement Program	$5,244,410.00	
EPA-Drinking Water System Security Vulnerability Assessment	$115,000.00	
Lubbock Urban Gardens	$79,041.00	
Summer Food Program	$40,176.00	
Brazos River Journey- parks and Recreation	$750,000.00	
Lubbock Jim Bertram Lakes System	Don't have an amount yet	
McAlister Park- Parks and Recreation	$500,000.00	
Fiesta Plaza-Parks and Recreation	$500,000.00	
Samuel W. Wahl Recreational Area- Hiking Trail-Water Utilities	$100,000.00	
Federal Transit Formula Grant - Citibus	$3,166,249.00	
Federal Transit Formula Grant - Citibus	$990,315.00	
	$19,136,540.58	

B. Rates & Expenses

Fee for all Legislative Services:

$5500 per month for 24 months = $132,000

Travel Expenses:

Austin: $2000 per month for each month the Legislature meets in regular or special sessions

$ 500 per month when the Legislature is adjourned

Total Austin travel expenses not to exceed $23,000 over two years.

Washington: Reimbursement for actual airfare, hotel, cabs, tips, and standard per diem for all trips to D.C. as approved in advance by the City.

Total Washington D.C. expenses not to exceed $15,000 over two years.

Total contract not to exceed $170,000 over two years.

METHODOLOGY FOR THE CITY OF LUBBOCK LEGISLATIVE PROGRAM

A successful legislative program involves five major areas:

1. Building relationships with elected officials, staff, and agency personnel
2. Identifying needs specific to the organization
3. Working with advocacy groups
4. Monitoring the legislative process
5. Rapid response to legislative threats and opportunities

1

My relationships with local, state, and federal elected officials has been built over the past twenty years. This extends to strong working relationships with their staff, and key agency staff.

I will also work to establish and improve working relationships with City elected officials and senior staff with the appropriate officials.

2

The identification of legislative needs should be an ongoing process for City staff. If this is not currently being done, I will work with City management to instill this process, so that legislative issues can be addressed. This could mean that we seek the support of the Texas Municipal League, or to move legislation separately.

In all cases, we will work with our local delegation to seek their input and support. We may ask them to carry our bills, write letters of support for our grant requests, or carry amendments to other bills.

All of these decisions require a thorough understanding of the process, the political environment, the members involved; and strong organizational coordination.

I will be available to meet as necessary to evaluate proposed legislation and funding opportunities, and to assist in prioritizing our needs and agenda.

3

The Texas Municipal League is a strong voice for cities, and I would encourage as many of our Council members and staff be involved with TML as much as possible.

Because of the nature of TML's work, they are often at odds with other industry lobbies.

That is why it is important for Lubbock to have an adviser who has contacts with other key advocacy groups. Many bills that TML carries are reflexively opposed.

I will always work to find common ground where possible, and to seek support for the City's needs from all advocacy groups possible.

4

I will provide year-round monitoring of the legislative process, attend hearings as appropriate, and will keep City staff and Council informed as to threats and opportunities.

5

Under the City's direction, I will handle the movement of the approved legislative package, grants requests, and keep the City updated throughout.

I will advise and schedule legislative meetings and testimony as appropriate for Council.

I will provide reporting as the City desires. Monthly reporting should be sufficient when the Legislature is not meeting, and weekly during the Session.

Lois Wischkaemper
Sr. VP and General Counsel, UMC Health System
602 Indiana Avenue
Lubbock, TX 79415
Phone: 806-761-0995
Fax: 806-761-0991
lois.wischkaemper@umchealthsystem.com

Nancy Sharp
Director of Communications, Lubbock ISD
1628 19th St.
Lubbock, TX 79401
Phone: 806.766.1000
Fax: 806.766.1241
nsharp@lubbockisd.org

Bob Cass
Retired Lubbock City Manager
3809 110th St.
Lubbock, TX 79423
Phone: 806.411.1605
brendanbob@suddenlink.net

HIGH PLAINS RESEARCH

October 2, 2012

Ms. Marta Alvarez
City of Lubbock
Director of Purchasing and Contract Management
1625 13th Street
Lubbock, Texas 79401

Dear Ms. Alvarez:

As requested, here is my best and final offer to RFP 12-10669-MA Lobbying Consulting Services:

Fee for all state and federal Legislative Services, including legislative and grant work for the City of Lubbock, Lubbock Power & Light, Civic Lubbock, LEDA, and other City boards as requested.

$5500 per month for 24 months = $132,000

Travel Expenses:

Austin: $2000 per month for each month the Legislature meets in regular and special sessions

$ 500 per month when the Legislature is adjourned

Total Austin travel expenses not to exceed $21,000 over two years.

Washington: Reimbursement for actual airfare, hotel, cabs, tips, and standard per diem for all trips to D.C. as approved in advance by the City.

Total Washington D.C. expenses not to exceed $12,000 over two years.

Total two-year contract not to exceed $165,000.

Thank you for the opportunity to propose lobbying & grants advocacy services for the City.

Tony Privett

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 10840 with Artex Electric, Inc., for construction of roadway lighting along Quaker Avenue from North Loop 289 to US 84, ITB 12-10840-RH.

Item Summary

Quaker Avenue from North Loop 289 to US 84 was reconstructed and widened in the 1980's. There were no street lights constructed as part of this project leaving it a dark and unsafe thoroughfare. The project will provide street lighting along Quaker Avenue in this area. The project includes an underground conduit which will connect lighting, to be installed by LP&L, on existing overhead electric poles; and the installation of additional street light poles, where poles do not exist. Lighting this thoroughfare will create a much safer roadway.

One bid, in the amount of $122,920, was received from Artex Electric, Inc., of Lubbock, Texas. The bid award for this agenda item is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual needs. The price per unit will not change.

Staff recommends contract award to Artex Electric, Inc., of Lubbock, Texas.

Fiscal Impact

$250,000 is appropriated in Capital Improvement Project 92244, North Quaker Street Lighting, with $122,920 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Resolution & Unit Price Contract - Artex

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. 10840 for roadway illumination for Quaker Ave-Loop 289 to US 84, by and between the City of Lubbock and Artex Electric, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract- Artex Electric, Inc.
September 25, 2012

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: September 17, 2012

PROJECT NUMBER: **ITB 12-10840 -RH, Roadway Illumination for Quaker Ave-Loop 289 to US 84**

Bid of Artex Electric, 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 Roadway Illumination for Quaker Ave-Loop 289 to US 84, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

BASE BID:

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
610-2038	Illumination Pole Assembly (TY SA)(50T-10)(.40 KW)S: Payment will be made at the unit price bid per each roadway illumination assembly installed, including furnishing, installing, and testing luminaries including fuse holder and fuse, per each.	EA	11	$ 4,275.00	$47,025.00
416-2029	Drill Shaft (Roadway Illumination Pole)(30" Diameter), including full compensation for excavation; furnishing, placing and removing casing (if necessary); furnishing, processing and recovering slurry (if necessary); pumping; furnishing and placing reinforcing steel; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals, measured by the linear foot of drilled shaft indicated in the plans.	LF	110	$ 135.00	$ 14,850.00
618-2012	Conduit (PVC)(SCHD 40) (~~1.0 IN~~) (1.5 IN), including full compensation for furnishing and installing conduit; furnishing and installing fittings, junction boxes, weather heads and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	630	$ 3.75	$ 2,362.50

618-2022	Conduit (PVC)(SCHD 40) (3 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	5370	$ 4.25	$ 22,822.50
620-2009	Elec Conductor (No. 8) (BARE), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	1800	$ 2.25	$ 4,050.00
620-2010	Elec Conductor (No. 6) (INSULATED), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	3600	$ 2.50	$ 9,000.00
628-2017	Elec Service Ty A : This price is full compensation for furnishing and installing paying all fees, permits and other costs, making arrangements with the utility company for all work and materials provided by the utility company, complete in place, per each.	EA	1	$ 3,700.00	$ 3,700.00
624-2007	Ground Box Ty A , complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	29 18	$ 425.00	$ 7,650.00
618-2023	Conduit (PVC)(SCHD 40) (3 IN)(BORE), including full compensation for furnishing and installing conduit; trenching/excavating, and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	160	$ 18.50	$ 2,960.00
XXX	Barricades and Traffic Control Devices, including furnishing and installation of materials and removal thereof, per month.	MO	2	$ 3,000.00	$ 6,000.00
ZZZ	Mobilization, including costs associated with move-in related equipment and labor, bid bond, performance and construction bonds, and insurance, per lump sum.	LS	1	$ 2,500.00	$ 2,500.00
			SUB-TOTAL BASE BID	$ 122,920.00	

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

Materials: _____ **Dollars ($** 66,606 **)=** _____ **$** _____

Labor: _____ **Dollars ($** 56,314 **)=** _____ **$** _____

TB 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 **SIXTY (60) WORKING DAYS FOR SUBSTANTIAL COMPLETION** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **ONE THOUSAND AND FORTY DOLLARS ($1,040)** for each 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 THIRTY (30) calendar days after the scheduled closing time for receiving bids.

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

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

Enclosed with this bid is a Cashier's Check or Certified Check for Sixty-One Hundred Forty-Six **Dollars ($**6,146.00**) or a Bid Bond in the sum of** _____ **Dollars ($**_____**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Date: 9-17-12

Tony Bourns
Authorized Signature

TONY BOURNS
(Printed or Typed Name)

ARTEX ELECTRIC Inc.
Company

3508 Ave J
Address

Lubbock, Lubbock
City, County

Texas, 79412
State Zip Code

Telephone: 806 - 747-2443

Fax: 972 - 442-4822

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2866182

Addenda No. 1 Date 9-12-12
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
October 11, 2012

Capital Project Number	92244
Capital Project Name	North Quaker Lighting

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	2,651
Agenda Item October 11, 2012		
Artex Electric, Inc. Contract		122,920
Encumbered/Expended To Date		125,571
Estimated Costs for Remaining Appropriation		
City of Lubbock Staff Time		5,000
LP&L Construction		119,429
Remaining Appropriation		124,429
Total Appropriation	$	250,000

Project Name **North Quaker Street Lighting** *Project Number* **92244**

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Street Lighting**

Project Status **Approved**

Project Scope
Installation of street lighting along Quaker Avenue from Loop 289 to U.S. 84.

Project Justification
Due to increased traffic in the area and driver complaints, the Public Works Office has determined that there is a need for lighting on Quaker Avenue from Loop 289 to U.S. 84.

Project History
$250,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Signage, Lighting and Signals	250,000	0	0	0	0	0	0	250,000
Total Project Appropriation	250,000	0	0	0	0	0	0	250,000

			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
2004 Tax and Waterworks CO's	115,877	0	0	0	0	0	0	115,877
FY 2011 Tax Supported Revenue CO's	134,123	0	0	0	0	0	0	134,123
Total Funding Sources	250,000	0	0	0	0	0	0	250,000

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price contract 10837 with Advanced Communications USA, Inc., for the rehabilitation of existing sanitary sewer pipeline, BID 12-10837-CI.

Item Summary

The purpose of this contract is to replace approximately 550-feet of 6-inch sanitary sewer pipeline in the alley west of Avenue Q from 13th Street to the north side of Broadway. The existing 6-inch diameter pipeline is made of vitrified clay tile and has been in service for over 60 years, far outliving its service life.

Bids were received from the following companies:

Advanced Communications USA, Inc., of Lubbock, Texas	$110,111
Utility Contractors of American, Inc., of Lubbock, Texas	186,574

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

Staff recommends contract award to the lowest bidder, Advanced Communications USA, Inc., of Lubbock, Texas, for $110,111. Time for completion is 90 consecutive calendar days with liquidated damages of $300 per consecutive calendar day.

Fiscal Impact

$1,640,000 is appropriated in Capital Improvement Project 91038, Sewer Line Replacement, with $110,111 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Unit Price Contract - Advanced

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. 10837 for rehabilitation of existing sanitary sewer pipeline, by and between the City of Lubbock and Advanced Communications USA, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Advanced Communications USA, Inc.
September 17, 2012

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

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 9/12/2012

ITB 12-10837-CI, Rehabilitation of Existing Sanitary Sewer Pipeline

Bid of ADVANCED COMMUNICATIONS USA, 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 **Rehabilitation of Existing Sanitary Sewer Pipeline**, 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	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization – Including Contractor mobilization, insurance, payment bond, performance bond, and demobilization.	1	LS	13,176.47	$ 13,176.47
2	SWPPP – Including preparation, NOI, implementation, NOT and all other work considered incidental to this item.	1	LS	1500.00	1500.00
3	Traffic Control – Including TCP, signage, cones, barrels, temporary paving, detours, phasing and all other work considered incidental to this item.	1	LS	7500.00	7500.00
4	Surveying and As-built Record Drawings	1	LS	2500.00	2500.00
5	Install 8" PVC SDR-26 Pipe using Direct Bury Method (8' – 10' Deep) – Including materials, equipment and labor to perform excavations, shoring, removal of existing main, installation of new main, testing, backfill, flow-fill cap, and all other work considered incidental to this item.	547	LF	57.39	31,392.33
6	Demolish and Remove Existing Sanitary Sewer Manhole – Including materials, equipment and labor to perform excavation, shoring, demolition, disposal, backfill and all other work considered incidental to this item.	2	EA	4029.41	8058.82
7	Provide New 48" Standard Concrete Manhole (10' Deep) – Including materials, equipment and labor to perform excavation, shoring, installation, connections, testing, bedding, embedment and backfill, and all other work considered incidental to this item.	1	EA	5325.36	5325.36
8	EVF of 48" Standard Concrete Manhole.	2	VLF	706.12	1412.24

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
9	Provide Connection to Existing Manhole – Including materials, equipment and labor to perform excavation, shoring, connection, embedment, and all other work considered incidental to this item.	1	EA	1841.05	1841.05
10	Reconnect Existing Lateral Service Connection – Including materials, equipment and labor to perform location, excavation, shoring, reconnection, testing, embedment and backfill and all other work considered incidental to this item.	6	EA	1087.65	6525.90
11	Asphalt Paving Repair – Including materials, equipment, and labor to perform saw cutting, sub-grade and base preparation, HMAC placement, testing and all other work considered incidental to this item, per COL specifications.	10	SY	126.18	1261.80
12	Brick Paving Repair – Including materials, equipment, and labor to perform removal and salvage, sub-grade and base preparation, concrete cap and sand placement, brick pavers (existing or equivalent) and all other work considered incidental to this item, per COL specifications.	65	SY	58.53	3804.45
13	Concrete Alley Paving Repair – Including materials, equipment, and labor to perform saw cutting, sub-grade and base preparation, concrete placement and all other work considered incidental to this item, per COL specifications.	260	SY	82.82	21,533.20 ~~46,379.20~~
14	Flowable Fill (as Approved by Engineer) – Complete and in place, per COL specifications.	50	CY	85.59	4279.50
				TOTAL BASE BID (ITEMS 1 - 14)	$ ~~134,957.12~~ $110,111.12

KM 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 **Ninety (90) 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 **Three-Hundred Dollars ($300) 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 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 N/A **Dollars ($** N/A **) or a Bid Bond in the sum of** One hundred thirty four thousand nine hundred fifty seven and 00/12 **Dollars ($** 134,954.12 **), 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: 9/12/12

Authorized Signature

Kevin D. McClelland
(Printed or Typed Name)

ADVANCED COMMUNICATIONS USA, INC
Company

2400 44TH STREET SUITE 123
Address

LUBBOCK, LUBBOCK
City, County

TEXAS, 79412
State, Zip Code

Telephone: 817 - 888 3091

Fax: 817 - 888 3095

(Seal if Bidder is a Corporation)

ATTEST:

Secretary Kyle M. Hall

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/6/12
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
27-3900091

EMAIL: MWILSON@NEXLINKGS.COM

M/WBE Firm:

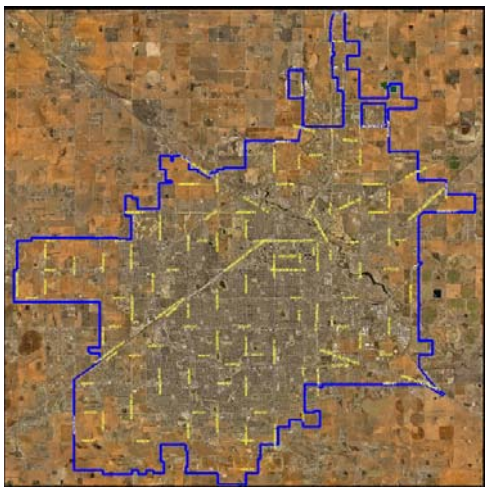
	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
October 11, 2012

Capital Project Number:	91038
Capital Project Name:	Sanitary Sewer Line Replacement

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	162,165
Temporary Employees		19,208
Sewer System Improvements		137,518
SAK Construction (Manhole Rehabilitation)		265,475
Bid Services		462
Agenda Items: October 11, 2012		
Advanced Communications USA, Inc.		110,111
Encumbered/Expended to Date		694,939
Estimated Costs for Remaining Appropriation		
Sewer Line Replacement		945,061
Remaining Appropriation		945,061
Total Appropriation To Date	$	1,640,000

Project Name **Sewer Line Replacement** *Project Number* **91038**



Managing Department **Wastewater Collection**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope
Replacement of deteriorated or damaged sanitary sewer lines and manholes.

Project Justification
Replacing aging infrastructure reduces emergency maintenance expenditures, system failures, and customer complaints.

Project History
The project is an annual replacement program that ensures continuous and reliable sewer service.

$119,331 was used to purchase a replacement CCTV system to identify line replacement projects.

$600,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$300,000 was appropriated in FY 2006-07 Budget in Ord. No. 2006-00098, September 13, 2006.
$320,000 was appropriated in the FY 2007-08 budget in Ord. No. 2007-00091, September 13, 2007.
$340,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
Reduced funding by $700,000 in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$150,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 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	1,260,000	380,000	390,000	400,000	400,000	400,000	400,000	3,630,000
Total Project Appropriation	1,260,000	380,000	390,000	400,000	400,000	400,000	400,000	3,630,000

Regular City Council Meeting **5. 11.**

Meeting Date: 10/11/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a Resolution authorizing the Mayor to execute Professional Services Agreement 10961 with Alan Plummer & Associates, Inc., for engineering services associated with the North Water Treatment Plant (NWTP) Improvements.

Item Summary

The NWTP was originally designed and built to treat Canadian River Municipal Water Authority (CRMWA) water supplied from Lake Meredith north of Amarillo, Texas. Over the past decade, Lake Meredith has declined to the point that CRMWA is now supplying the City of Lubbock exclusively with groundwater from the Roberts County Well Field.

This contract will provide the plans, spefications, and estimates for the upgrade of major components within the NWTP including upgrades to the switchgear building, replacement of chemical building lighting panels, replacement of pipe supports and baffles in the flocculation basins, replacement of the anhydrous ammonia system with a liquid ammonium sulfate system, and the replacement of the mobile generator with a stationary generator. The contract also includes the evaluation of infrastructure changes within the NWTP to convert the processes exclusively to groundwater treatment.

The contract is for a not to exceed amount of $705,411 and will expire July 1, 2014.

Fiscal Impact

$9,402,000 is appropriated in Capital Improvement Project 91032, Water Treatment Plant Improvements, with $705,411 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Plummer

Contract & Fees - Plummer

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

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Alan Plummer Associates, Inc.
September 4, 2012

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 11th day of October, 2012, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Alan Plummer and Associates, Inc. (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in design, professional construction oversight, and evaluation in connection with procurement of goods and professional services related to public water treatment plants and infrastructure necessary to make Water Treatment Plant Improvements (the "Project"), and more specifically described as follows:

City intends to implement improvement needs to the Lubbock Water Treatment Plant and Terminal Storage Reservoir as identified through a comprehensive evaluation of water quality and process performance; hydraulics, plant capacity with respect to Texas Commission on Environmental Quality (TCEQ) requirements; present, imminent, and future regulations; disinfection strategy; and structural, architectural, HVAC, mechanical, SCADA, and electrical/instrumentation needs associated with the water treatment plant and terminal storage reservoir. Engineer is to provide design, and bid phase engineering services for the water treatment plant modifications and improvements identified.

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").

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be as provided in Exhibit "B", attached hereto. This amount shall be invoiced to the City monthly for work performed. The Engineer will perform the services described in Exhibit "A" at a "Not to Exceed" total compensation amount of $705,411, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 of Exhibit "C" attached hereto, as long as the total "Not to Exceed" amount is not surpassed.

2.02 This Agreement shall expire on 1 July 2014 or upon completion of the tasks set forth on Exhibit "A", whichever is earlier. 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. If 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. Any 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.

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

2.04 This agreement may be amended to include other services as required.

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

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

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

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

Contractor shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of this Agreement and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the Contractor shall be a material breach of this contract. The Contractor may maintain Occupational Accident and Disability Insurance in lieu of Worker' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this 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 or arising from Engineer's use or occupation of City owned lands, and/or the performance, 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., Chief Water Utilities Engineer
1625 13th Street
Lubbock, Texas 79401
Email: jturpin@mylubbock.us

For Engineer:

David Gudal, P.E. Principal
Alan Plummer and Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107
Facsimile: (817) 806-1700
Email: dgudal@apaienv.com

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 right of approval of the City of Engineer's subcontractors is hereby delegated by the City Council of City to the Director of Water Utilities. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this

Agreement. The term "Engineer", as used in and for all purposes of this Agreement, includes Engineer's subcontractors and sub-consultants. 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.

6.11 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.

6.12 The authority to authorize Additional Services, as defined and limited herein, and to act as Owner representative, as contemplated herein, including but not limited to, Exhibit "A", is hereby subject to the City Council approval.

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

ALAN PLUMMER & ASSOCIATES, INC.

DAVID GUDAL, P.E., PRINCIPAL

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed, P.E., Chief Operations Officer

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

PSA – Alan Plummer
9.5.12

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT A

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

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 1 AND GROUNDWATER TREATMENT IMPACT EVALUATION

The purpose of this Agreement is to:

- Modify the Project No. 1 plans and specifications to include the electrical improvements and flocculation baffle wall replacement;
- Provide advertisement and construction administration phase services;
- Evaluate the impacts of the North Water Treatment Plant receiving 100-percent groundwater; and
- Revise and update the *North Water Treatment Plant Evaluation and Energy Audit* dated December 2008.

Scope of Services

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

1. General Engineering Services
   1.1. The Engineer shall provide general engineering services to support the City staff.
   1.2. Certain assumptions are made in preparing this scope of services. To the extent possible, these assumptions are stated herein and reflected in the budget for services. If the work tasks required are different from the assumptions presented or if the City desires additional services, the resultant change in scope will serve as the basis for modifying this Agreement.
   1.3. The Engineer will review data and information provided by the City through the services listed in the Basic Engineering Services. The Engineer shall be entitled to rely upon the accuracy of the data and information provided by the City and others without independent review, evaluation, or verification.
2. North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications
   2.1. The Engineer shall modify the plans and specifications associated with the North Water Treatment Plant Improvements Project No. 1. The modified plans and specifications shall include the following major components:
      2.1.1. Switchgear building to house the new water treatment plant electrical distribution switchgear;

2.1.2. Replacement of the Control Building switchboard Panel B and Panel I;

2.1.3. Replacement of the Chemical Building lighting panels;

2.1.4. Replacement of the coagulated and settled water pipe supports in Flocculation/Sedimentation Basins 1, 3, 4, and 6; and

2.1.5. Replacement of the flocculation baffle walls in the six (6) existing basins.

2.2. The Engineer shall incorporate design for the items listed below:

2.2.1. Replacement of the anhydrous ammonia system with a liquid ammonium sulfate (LAS) system. The LAS storage tanks will be located outside in a concrete containment structure that will be located near the existing ammonia building. The LAS chemical feed pumps will be located in the existing ammonia building. No new buildings are proposed. Chemical feed pumps will be flow paced.

2.2.2. Replacement of the existing mobile electric generator with a stationary electric generator at the water treatment plant. The generator shall have an integral fuel tank and enclosure. No additional buildings are required. The generator shall report status back to the SCADA system.

2.3. Project Meetings

2.3.1. The Engineer will participate in a project kickoff meeting to discuss the approach to items 2.2.1 and 2.2.2, and a 60 percent review meeting for the additional items.

2.4. Deliverables

2.4.1. The Engineer will furnish the City with ten (10) half-sized (11"x17") sets of drawings and specifications of the 60 percent complete set of the new items (2.2.1 and 2.2.)

2.4.2. The Engineer will furnish the City with ten (10) half sized (11"x17") sets of drawings and specifications of the complete final review package.

2.4.3. The Engineer will furnish the City with two (2) full-sized (22" x 34") sets of drawings. Eight (8) half-sized (11" x 17") sets of final drawings, ten (10) sets of final specifications, and one (1) electronic copy in Adobe Portable Document Format (PDF) of each of these items.

3. North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services

3.1. Advertisement

3.1.1. The Engineer will assist the City in securing proposals, issuing notice to offerors, and notifying construction news publications of the project.

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

3.1.3. The City will handle the distribution of the request for proposal documents (plans and specifications).

3.1.4. The Engineer will participate in two (2) pre-proposal conferences at locations designated by the City.

3.1.5. The Engineer will respond to questions and prepare addenda for the City to issue, as required.

3.2. Proposal Opening

3.2.1. The Engineer will not attend the proposal opening.

3.3. Proposal Review and Recommendation

3.3.1. The Engineer shall participate with the City in one (1) meeting to review and evaluate the proposals submitted for the Project at a location designated by the City.

3.4. Conformed Specifications and Drawings

3.4.1. The Engineer shall prepare conformed specifications and drawings based upon the addenda issued during the advertisement.

3.4.2. Deliverables

3.4.2.1. The Engineer will furnish the City with two (2) full-sized (22" x 34") sets of drawings, eight (8) half-sized (11" x 17") sets of drawings, ten (10) sets of specifications, and one (1) electronic copy in Adobe Portable Document Format (PDF) of each of these items.

3.4.2.2. The Engineer will furnish the selected contractor with ten (10) full-sized (22" x 34") sets of drawings, ten (10) sets of specifications, and one (1) electronic copy in Adobe PDF of each of these items.

3.4.2.3. The Engineer will furnish the City with eight (8) sets of executed contract documents. Three (3) copies will be delivered to each the City and the contractor. The remaining two (2) copies will be retained by the Engineer.

4. North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services

4.1. The Engineer's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the project.

4.2. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the City and Engineer in writing.

4.3. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument.

4.4. Engineer's Personnel at Construction Site

4.4.1. The presence and duties of Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from

their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions by such construction work.

4.4.2. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer's own personnel.

4.4.3. The presence of the Engineer's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

4.5. Internet-based Construction Management

4.5.1. The Engineer will provide, for use by the City and selected contractor, an internet-based construction management system.

4.6. Pre-construction Conference

4.6.1. The Engineer shall conduct a pre-construction conference with the City and contractor at the City's facility. At a minimum, the following items shall be discussed at the pre-construction conference:

4.6.1.1. The construction schedules prepared by the contractor.

4.6.1.2. Construction phasing.

4.6.1.3. Designation of key personnel and their duties.

4.6.1.4. Procedures for the construction administration of the project.

4.7. Site Visits

4.7.1. The Engineer shall visit the construction site, when construction is in progress, to become familiar with the progress and quality of the work and to determine if the work is being performed in a manner that indicates that the work, when completed, will be in accordance with the contract documents. The number of site visits shall not exceed ten (10).

4.7.2. Additional site visits beyond those listed will be an Additional Service.

4.7.3. In addition, on the basis of these on-site observations as an engineer, the Engineer shall keep the City informed of the progress and quality of the work, and shall exercise reasonable care and due diligence in discovering and promptly reporting to the City any defects or deficiencies of the contractor or any subcontractor.

4.7.4. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.

4.8. Construction Progress Meetings

4.8.1. The Engineer will participate in ten (10) construction progress meetings for the Project.

4.8.2. It is anticipated that the construction meetings will be part of the site visits (on the same day) as described in the site visits above.

4.8.3. The Engineer will prepare and distribute agendas and meeting notes for each meeting.

4.9. The Engineer will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract.

4.10. The Engineer will interpret the intent of the plans and specifications for the City and contractors. Investigations, analyses, and studies required by the contractor and approved by the City for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an Additional Service. Note: Such studies conducted by the Engineer, if determined to be inadequate, due to incompleteness of the Engineer prepared plans and specifications will be redone without additional compensation. Any defective designs, plans, and specifications furnished by the Engineer shall be promptly corrected by the Engineer at no additional cost to the City.

4.11. The Engineer will review and comment on monthly and final estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.

4.12. Substantial and Final Review

4.12.1. The Engineer will conduct, in the company of the City's representative, a substantial completion review of the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.

4.12.2. The Engineer will conduct, in the company of the City's representative, a final review of the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor.

4.13. Record ("As-built") Drawings

4.13.1. The Engineer will revise the construction drawings in accordance with the information furnished by the construction contractor and the Resident Project Representative reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.

4.13.2. The Engineer will prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

4.13.3. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

4.13.4. Record drawings for the project will be issued by the Engineer within sixty (60) days after the comments and markups are provided by the construction contractor and the City.

4.13.5. The Engineer will provide the City with two (2) digital copies in Adobe PDF on compact disc, one full-sized (22" x 34") set of reproducible prints (unbound, Mylar), five (5) half-sized (11" x 17") sets of plans (bound, bond), and two (2) full-sized (22" x 34") sets of plans (bound, bond) to the City.

5. North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representation

5.1. During construction, the Engineer shall provide limited onsite project representatives, in accordance with the Engineer's recommendations, who shall review the work of the construction contractor involved and report to the City, the Engineer, and the construction contractor opinions of the contractor's fulfillment of these recommended actions and adherence to the plans and specifications. The Engineer's project representatives shall endeavor to protect the City against defects and deficiencies in the work and to assure the work is carried out in conformance with the plans and specifications. However, the Engineer neither

guarantees the performance of the contractor nor assumes responsibility for the contractor's failure to perform work in accordance with the contract documents.

5.2. Limited onsite project representatives shall be provided as described below:

5.2.1. Electrical Review

5.2.1.1. A maximum of 400 hours of observation.

5.2.2. Mechanical Review

5.2.2.1. A maximum of 80 hours of observation

5.2.3. If additional time is required, the Engineer will receive additional compensation or relief by the City's personnel.

5.3. Project Documentation

5.3.1. The resident project representatives will take photographs of the progress and maintain a digital copy of them in an organized fashion.

5.4. Progress Payments

5.4.1. The Engineer will review and recommend City action on contract progress payments. Upon receipt of the contractor's payment request and the recommendation of the limited onsite project representatives, the Engineer will review the progress payment.

5.4.2. Based on the Engineer's and resident project representative's observations at the site of the work and evaluations of the contractor's estimates for payment, the Engineer shall review and certify the amounts due the contractor.

5.4.3. The Engineer's certification for payment shall constitute a representation to the City based on the Engineer's observation at the site and on the data comprising the contractor's estimates for payment, that the work has progressed to the point indicated and that the quality of work is in accordance with the contract documents. The foregoing representations are subject to minor deviations from the contract documents. The issuance of a certificate of payment shall further constitute a representation that the contractor is entitled to the payment in the amount certified. However, the issuance of a certificate of payment shall not be a representation that the Engineer has (1) reviewed construction means, methods, techniques, sequences, or procedures, or (2) ascertained how or for what the purpose the contractor has used money previously paid on account of the contract.

5.5. Construction Observation

5.5.1. The limited onsite project representative will provide field observation for conformance of the contractor's work with plans and specifications and notify the contractor and the City of any observed nonconforming work and monitor the progress of the contractor's corrective actions. The limited onsite project representative will advise contractor immediately of commencement of any work requiring a shop drawing or sample submission if the submission has not been approved. The limited onsite project

representative shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor.

5.5.2. The limited onsite project representative shall have the responsibility and authority to reject work that does not conform to the contract documents. Whenever the limited onsite project representative considers it necessary or advisable for implementation of the intent of the contract documents, the limited onsite project representative will recommend additional inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed, or completed. However, neither this authority of the limited onsite project representative nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of the limited onsite project representative to the contractor, subcontractor, their agents, employees, or other persons performing portions of the work.

6. Master Plan Update

6.1. The intent of this section is to update the *Water Treatment Plant Evaluation and Energy Audit* report dated October 2008. This update will include the items listed below with focus on the impacts of a surface water treatment plant treating 100 percent groundwater. The City currently receives groundwater in the CRMWA raw water pipeline, which previously had a blend of surface water and groundwater. The pipeline currently has multiple connections to open storage reservoirs and is classified by the Texas Commission on Environmental Quality (TCEQ) as surface water and must be treated as such. However, it is possible that in the future the CRMWA pipeline could be cleaned, disinfected, and isolated from all open surface impoundments with air gaps to allow it to be classified as a "protected" groundwater pipe. This evaluation and resulting report will identify the water quality related treatment needs, and the TCEQ drinking water requirements for treating and disinfecting the groundwater at the North water treatment plant. The treatment facilities necessary as well as piping modifications will be identified for both groundwater scenarios, including continued use of the terminal storage reservoir (TSR). It is possible that a portion of the plant facilities will not be necessary for treating the groundwater and that flow can be "side-streamed" around them. Both capital and O&M costs analysis will be performed for the alternatives and their effect on the existing plant. An evaluation will be done to determine how much of the existing plant must be left online at any time to use the TSR during peak events.

6.2. Regulatory Review/Requirements

6.2.1. The Engineer will review the regulatory requirements associated with (1) surface water treatment, (2) groundwater under the influence (GUI), and (3) groundwater.

6.2.2. The capacity of the existing water treatment plant will be determined based on a regulatory basis.

6.2.3. The Engineer will prepare a technical memorandum for the regulatory review and the plant capacity.

6.3. Water Quality Review

6.3.1. The Engineer will review water quality data for raw water, settled water, filtered water, and finished water.

6.3.2. This data review will include a summary of the data review from the above-mentioned report, which is for a time period prior to the facility treating 100 percent groundwater.

6.3.3. This data review will also include recent data to show the impacts of receiving 100 percent groundwater. The water quality data will be provided to the Engineer in electronic (spreadsheet or database) format.

6.3.4. The capacity of the existing water treatment plant will be analyzed based on a treatment quality basis.

6.3.5. The Engineer will prepare a technical memorandum for the water quality review and the plant capacity.

6.4. Design and Treatment Criteria and Objectives

6.4.1. The Engineer will develop treatment criteria and objectives with the City based on the groundwater quality.

6.4.2. The Engineer will prepare a technical memorandum outlining the criteria and objectives.

6.5. Hydraulic Evaluation

6.5.1. The Engineer will evaluate the hydraulic profile impacts through the plant from the existing two potable water storage tanks (one in-ground and one above-ground) at the plant to a location near the City's existing TSR.

6.5.2. The hydraulic evaluations will include the following options:

6.5.2.1. Canadian River Municipal Water Authority (CRMWA) Pipeline Options

6.5.2.1.1. Groundwater delivered via existing raw water pipeline.

6.5.2.1.2. Groundwater delivered via dedicated groundwater pipeline.

6.5.2.2. City Potable Water Storage Tank Options

6.5.2.2.1. City utilizes below-grade ground storage tank and continues to lift water to the at-grade ground storage tank.

6.5.2.2.2. City utilizes at-grade ground storage tank only.

6.5.2.3. Disinfection Contact Basin

6.5.2.3.1. Evaluate impacts on hydraulics if the basin is not used (bypassed).

6.5.2.3.2. Evaluate impacts on hydraulics if basin remains in use.

6.5.3. The Engineer will prepare a technical memorandum outlining the findings of the hydraulic evaluations.

6.6. Disinfection Strategy

6.6.1. The Engineer will develop disinfection criteria and goals based on the City's input and Texas Commission on Environmental Quality requirements. The disinfection strategy will compare: onsite generation of 0.8 percent sodium hypochlorite for chlorine and (utilizing work from previous studies) to (1) continued use of chlorine gas incorporating replacement of the scrubber system with a dry scrubber system; and to (2) 12.5 percent bulk sodium hypochlorite storage and feed system. Chlorine dioxide scenarios will be compared to the chlorine disinfection scenarios with and without chlorine gas.

6.6.2. The Engineer will evaluate the following disinfection strategies:

6.6.2.1. Free chlorine zone followed by chloramine zone.

6.6.2.2. Chloramine only zone.

6.6.2.3. Chlorine dioxide zone followed by chloramine zone.

6.6.3. The evaluation will review the impacts on the disinfection process if the chlorine contact basin is (1) bypassed or (2) continued to be utilized (partially and totally).

6.6.4. The Engineer will prepare a technical memorandum discussing the options and disinfection strategies associated with each option.

6.7. Flocculation Evaluation

6.7.1. As part of the operation and maintenance budget, City staff is intending to repaint the existing flocculators. The purpose of this evaluation is to compare the cost of repainting the flocculators with replacement. In addition to repainting, some of the drive bearings need replacement and the two-stage flocculation chambers have the same energy gradient valves (G-1). The G valves should decrease in sequential stages.

6.7.2. The replacement will consider walking-beam flocculators with lower G values in the second stage with new drive units.

6.7.3. The Engineer will determine the capital cost of the proposed replacement flocculators and compare the costs with the maintenance costs associated with the existing system.

6.7.4. The Engineer will develop and draw an illustrative plan and section for the proposed walking-beam flocculator system in one basin.

6.7.5. The Engineer will also prepare a life-cycle cost evaluation considering the annual operation and maintenance cost differences of the existing and proposed flocculators systems.

6.7.6. The Engineer will evaluate two (2) alternatives for the flocculation system. The alternatives to be evaluated include:

6.7.6.1. Existing System

6.7.6.1.1. Abrasive blasting and repainting.

6.7.6.1.2. The above item plus replacing the bearings.

6.7.6.1.3. The above item plus splitting the stages.

6.7.6.2. Replacing the existing system with a walking-beam system.

6.7.7. The Engineer will prepare a technical memorandum discussing the options, capital costs associated with each option, and the life-cycle cost for each option.

6.8. Terminal Storage Reservoir Evaluation

6.8.1. This evaluation will determine the necessary piping modifications and improvements based on the following options:

6.8.1.1. TSR continue to be used as a backup water source and groundwater flows to the City via the existing raw water pipeline.

6.8.1.2. TSR continue to be used as a back-up water source and groundwater flows to the City via a dedicated groundwater pipe with air gaps installed at the TSR.

6.8.1.3.

6.8.2. The Engineer will evaluate the internal piping modifications needed to separate the common inlet/outlet point. The cleaning cost developed in the original report will be updated based on estimates and by means of a bathymetric survey.

6.9. Improvements

6.9.1. The Engineer will include an assessment of all sedimentation valves and incorporate costs to repair or replace as needed. One (1) site visit will be made to assess valve conditions and discuss issues with City staff.

6.9.2. Based on the findings from the above evaluations, the Engineer will develop a list of proposed improvements for the existing water treatment plant. These improvements include an assessment of improvements previously recommended in the above-mentioned report and new improvements based on the groundwater treatment strategies investigated, considering continued use of the TSR.

6.9.3. The Engineer will prepare a technical memorandum outlining how the treatment criteria and objectives will be met at the water treatment plant with the proposed improvements.

6.10. Costs (Capital, Operation and Maintenance, Life Cycle)

6.10.1. The capital cost associated with proposed improvements will be developed by the Engineer. Capital costs associated with items from the *North Water Treatment Plant*

Evaluation and Energy Audit will not be redeveloped but will be updated using the Engineering News Record (ENR) Construction Index.

6.10.2. The anticipated life-cycle costs will be developed for comparison to the existing operation to determine the impacts to the operations and maintenance budget for treating groundwater.

6.10.3. Any opinion of probable construction cost (OPCC) and life-cycle costs prepared by the Engineer represents its judgment as an engineering professional and is supplied for the general guidance of the City. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the project, the Engineer has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

6.11. Implementation Plan

6.11.1. Based on input from the City, an implementation plan will be developed. Fiscal year budgets established by the City will be considered.

6.11.2. The Engineer will prepare a technical memorandum outlining the proposed plan.

6.12. Meetings

6.12.1. Kick-off Meeting

6.12.1.1. The Engineer will attend a kick-off meeting with the City at the City's facility.

6.12.2. Workshops

6.12.2.1. The Engineer will attend the following workshops with the City at the City's facility:

6.12.2.2. Workshop No. 1

6.12.2.2.1. Review the Regulatory Review/Requirements Technical Memorandum.

6.12.2.2.2. Review the Water Quality Review Technical Memorandum.

6.12.2.2.3. Develop the Design and Treatment Criteria and Objectives.

6.12.2.3. Workshop No. 2

6.12.2.3.1. Review the Hydraulic Evaluation Technical Memorandum.

6.12.2.3.2. Review the Disinfection Strategy Technical Memorandum.

6.12.2.3.3. Review the Flocculation Evaluation Technical Memorandum.

6.12.2.3.4. Review the Terminal Storage Reservoir Technical Memorandum.

6.12.2.4. Workshop No. 3

6.12.2.4.1. Review the Improvements Technical Memorandum.

6.12.2.4.2. Review the Costs Technical Memorandum.

6.12.2.4.3. Develop an Implementation Plan.

6.12.2.5. Draft Report Review Conference Call

6.12.2.5.1. Review Draft Report.

6.13. Report

6.13.1. Based on the above technical memoranda and the workshops with the City, the Engineer will produce a report summarizing all of the above findings. The technical memoranda will be included as appendices to the report.

6.13.2. A draft copy of the report will be delivered to the City for review.

6.13.3. The Engineer will prepare the final report based on comments from the City.

6.14. Deliverables

6.14.1. The Engineer will furnish the City with ten (10) hard copies of each workshop package (total of three workshop packages).

6.14.2. The Engineer will furnish the City with ten (10) hard copies of the draft report.

6.14.3. The Engineer will furnish the City with ten (10) hard copies and one (1) electronic copy in Adobe PDF.

ADDITIONAL ENGINEERING SERVICES

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

1. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
2. Providing additional copies of reports, plans, specifications, and contract documents.
3. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
4. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the project, including the preparation of engineering data and reports for assistance to the City.
5. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the City.
6. Payment of fees for permit applications and publication of notices.
7. Public relations activities and consulting services.

8. Any other additional services that may be required by the City for completion of the Project that are not included in the Basic Engineering Services.
9. Services known to be required for completion of the project that the City agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.

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

OTHER PROVISIONS

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

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT B

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

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 1 AND GROUNDWATER TREATMENT IMPACT EVALUATION

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

Task Item	Task Name	Estimated Budget Amount
1	General Engineering Services	$ 71,565
2	North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications	$ 109,274
3	North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services	$ 43,579
4	North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services	$ 168,762
5	North Water Treatment Plant Improvements Project No. 1 Resident Project Representation	$ 72,433
6	Master Plan Update	$ 236,223
Total Basic Engineering Services (Not to Exceed)		$ 705,411

2. Terms of Payment

Payments to the Engineer will be made as follows:

A. The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.

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

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

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

3. Direct Expenses (Reimbursable)

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

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

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

4. Not to Exceed Compensation

The Engineer will perform the services described in Exhibit A at a "Not to Exceed" total compensation amount of $705,411, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 of this Exhibit C, as long as the total "Not to Exceed" amount is not surpassed.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT C

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

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 1 AND GROUNDWATER TREATMENT IMPACT EVALUATION

Hourly Fee Schedule (2012):

Staff Description	Alan Plummer Associates, Inc.		Enprotec/Hibbs & Todd, Inc.	Lockwood, Andrews & Newnam, Inc.
	Staff Code	Billing Rate	Billing Rate	Billing Rate
Admin. Staff	A1 – A3	$ 72.00	$ 50.00	$ 83.00
Senior Admin. Staff	A4	$ 87.00	--	--
Designer/Technician	C1 – C2	$ 88.00	$ 88.00	$ 116.00
Senior Designer/Technician	C3 – C4	$ 112.00	--	$ 176.00
Project Controls Assistant	--	--	--	$ 83.00
Engineer-in-Training Scientist-in-Training	ES1 – ES3	$ 108.00	$ 110.00	$ 116.00
Electrical RPR	--	--	$ 110.00	
Project Engineer/Scientist	ES4	$ 129.00	$ 132.00	$ 165.00
Senior Project Engineer/Scientist	ES5	$ 146.00	$ 132.00	$ 204.00
Project Manager	ES6	$ 166.00	$ 149.00	$ 220.00
Senior Project Manager	ES7	$ 216.00	$ 165.00	--
Principal	ES8 – ES9	$ 245.00	$ 193.00	$ 275.00

City of Lubbock
North Water Plant Improvement Project No. 1 and Groundwater Treatment Impact Evaluation
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	APAI			e-HT			LAN			Total				Percent
		Hours	Labor ($$$)	Reimb + Expens	Hours	Labor ($$$)	Reimb + Expens	Hours	Labor ($$$)	Reimb + Expens	Hours	Labor ($$$)	Reimb + Expens	Labor + Reimb + Expenses	of Total
	SUMMARY	**2,726**	**$ 404,223**	**$ 54,846**	**1,033**	**$ 125,112**	**$ 3,300**	**585**	**$ 100,385**	**$ 13,970**	**4,344**	**$ 629,720**	**$ 72,116**	**$ 701,836**	**100.0%**
Task 1	North Water Treatment Plant Improvements Project No. 1 General Engineering	434	$ 63,018	$ 8,547	0	$ -	$ -	0	$ -	$ -	434	$ 63,018	$ 8,547	$ 71,565	10.0%
Task 2	North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications	488	$ 74,503	$ 6,699	0	$ -	$ -	169	$ 27,192	$ 880	657	$ 101,695	$ 7,579	$ 109,274	16.1%
Task 3	North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services	190	$ 27,165	$ 4,070	0	$ -	$ -	62	$ 11,024	$ 1,320	252	$ 38,189	$ 5,390	$ 43,579	6.1%
Task 4	North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services	593	$ 91,423	$ 24,640	0	$ -	$ -	254	$ 44,449	$ 8,250	847	$ 135,872	$ 32,890	$ 168,762	21.6%
Task 5	North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representative	30	$ 5,190	$ -	575	$ 67,243	$ -	0	$ -	$ -	605	$ 72,433	$ -	$ 72,433	11.5%
Task 6	Master Plan Update	992	$ 142,924	$ 10,890	458	$ 57,869	$ 3,300	$ 100	$ 17,720	$ 3,520	1,550	$ 218,513	$ 17,710	$ 236,223	34.7%
TOTAL LABOR															
	Total Labor Hours	2,726			1,033			585			4,344				
	Total Labor Amount		$ 404,223			$ 125,112			$ 100,385			$ 629,720			100.0%
TOTAL EXPENSES (see breakdown below)															
	Total Subconsultants			$ -			$ -			$ -			$ -		
	Total Reimbursables			$ 54,846			$ 6,875			$ 13,970			$ 75,691		
	Total Expenses			$ 54,846			$ 6,875			$ 13,970			$ 75,691		
GRAND TOTAL - North Water Plant Improvement Project No. 1 and Groundwater Treatment Impact Evalı			**$ 459,069**			**$ 131,987**			**$ 114,355**					**$705,411**	

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

General Engineering Services

Task 1

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
General Engineering Services	**0**	**70**	**150**	**0**	**180**	**24**	**10**	**0**	**434**	**$ 63,018**	**100.0%**
A. General Engineering Services	**0**	**70**	**150**	**0**	**180**	**24**	**10**	**0**	**434**	**$ 63,018**	**100.0%**
1 General Engineering Services		70	150		180	24	10		434	$ 63,018	100.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
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									0	$ -	0.0%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
PM ADMINISTRATIVE/QC TASKS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Quality Control Team Review									0	$ -	0.0%
2 Project Management									0	$ -	0.0%
TOTAL LABOR											
Total Labor Hours	**0**	**70**	**150**	**0**	**180**	**24**	**10**	**0**	**434**		
Total Labor Amount										**$ 63,018**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 15,120**	**$ 24,900**	**$ -**	**$ 19,440**	**$ 2,688**	**$ 870**	**$ -**		**$ 63,018**	
Labor Category Percent of Total Labor	**0.0%**	**24.0%**	**39.5%**	**0.0%**	**30.8%**	**4.3%**	**1.4%**	**0.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 8,547**	
Total Expenses										**$ 8,547**	
GRAND TOTAL - General Engineering Services										**$ 71,565**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 170	1.10	$ 187
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 5,100	1.10	$ 5,610
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ 2,500	1.10	$ 2,750
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 7,770**		**$ 8,547**

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications

Task 2

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*		Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.		**30**	**84**	**61**	**80**	**0**	**178**	**30**	**25**	**488**	**$ 74,503**	**100.0%**
2.1 Modify Plans and Specifications		**0**	**18**	**12**	**30**	**0**	**58**	**16**	**0**	**134**	**$ 17,530**	**23.5%**
1 Modify Plans - General	4			2	4		8			14	$ 1,744	2.3%
2 Modify Plans - Mechanical 200 Series	3			2	3.0		6			11	$ 1,308	1.8%
3 Modify Plans - Structural	4		8				8			16	$ 2,624	3.5%
4 Modify Plans - Electrical	6									0	$ -	0.0%
5 Modify Plans - Instrumentation	1		1		2.0		2			5	$ 698	0.9%
6 Modify Plans - Standard Details	5		3	3	5.0		10			20	$ 2,720	3.7%
7 Modify Specifications - Front End				2	4					6	$ 848	1.1%
8 Modify Specifications - Technical			2	2	4			4		12	$ 1,628	2.2%
9 Plot - Internal Review Set							4	4		8	$ 796	1.1%
10 Incorporate Comments from Internal Review			2	1	4		6			13	$ 1,786	2.4%
11 Plot - Project Review Set							4	4		8	$ 796	1.1%
12 Incorporate Comments from Project Review			2	1	4		6			13	$ 1,786	2.4%
13 Plot - Final/Sealed Set							4	4		8	$ 796	1.1%
										0	$ -	0.0%
										0	$ -	0.0%
2.2 Addition to Plans		**7**	**22**	**22**	**50**	**0**	**120**	**0**	**4**	**225**	**$ 30,989**	**41.6%**
1 Ammonia System - Demolition		1			2		8			11	$ 1,277	1.7%
2 Ammonia System - Bulk Storage		1	4	2	4		32			43	$ 5,419	7.3%
3 Ammonia System - P&ID		1	4	4	16		24			49	$ 6,525	8.8%
4 Ammonia System - Feed System		1		4	16		40			61	$ 7,453	10.0%
5 Ammonia System - FRP Tank Spec				2	4				2	8	$ 1,338	1.8%
6 Ammonia System - Chem Feed Skid		1		2	8				2	13	$ 2,099	2.8%
7 Generator - Demolition			1							1	$ 216	0.3%
8 Generator - Slab			4	2			16			22	$ 2,988	4.0%
9 Generator - One-Line Diagram Update		1	3	2						6	$ 1,225	1.6%
10 Generator - Current Plan Migration		1	3	2						6	$ 1,225	1.6%
11 Generator - Specification		1	3	2						6	$ 1,225	1.6%
										0	$ -	0.0%
2.3 Project Meetings		**23**	**3**	**27**	**0**	**0**	**0**	**0**	**0**	**53**	**$ 10,765**	**14.4%**
1 Kickoff - Agenda				1						1	$ 166	0.2%
2 Kickoff - Meeting		10		10						20	$ 4,110	5.5%
3 Kickoff - Notes				1						1	$ 166	0.2%
4 60% Review - Agenda				1						1	$ 166	0.2%
5 60% Review - Meeting		10		10						20	$ 4,110	5.5%
6 60% Review - Notes				1						1	$ 166	0.2%
7 Final Review Conference Call		3	3	3						9	$ 1,881	2.5%
											$ -	
PM ADMINISTRATIVE/QC TASKS		**0**	**41**	**0**	**0**	**0**	**0**	**14**	**21**	**76**	**$ 15,219**	**20.4%**
1 Quality Control Team Review									21	21	$ 5,145	6.9%
2 Project Management			41					14		55	$ 10,074	13.5%
TOTAL LABOR												
Total Labor Hours		**30**	**84**	**61**	**80**	**0**	**178**	**30**	**25**	**488**		
Total Labor Amount											**$ 74,503**	**100.0%**
Total Amounts by Labor Category		**$ 7,350**	**$ 18,036**	**$ 10,126**	**$ 10,320**	**$ -**	**$ 19,936**	**$ 2,610**	**$ 6,125**		**$ 74,503**	
Labor Category Percent of Total Labor		**9.9%**	**24.2%**	**13.6%**	**13.9%**	**0.0%**	**26.8%**	**3.5%**	**8.2%**			**100.0%**
TOTAL EXPENSES (see breakdown below)												
Total Subconsultants											**$ -**	
Total Reimbursables											**$ 6,699**	
Total Expenses											**$ 6,699**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications											**$ 81,202**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 200	1.10	$ 220
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 190	1.10	$ 209
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 3,500	1.10	$ 3,850
RS	Shipping, Delivery, Postage	$ 200	1.10	$ 220
RT	Travel, Meals, Lodging	$ 2,000	1.10	$ 2,200
RU	Telecommunications		1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 6,090**		**$ 6,699**

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services

Task 3

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**5**	**27**	**54**	**28**	**20**	**20**	**36**	**0**	**190**	**$ 27,165**	**100.0%**
3.1 Advertisement	**4**	**8**	**36**	**14**	**20**	**8**	**6**	**0**	**96**	**$ 14,068**	**51.8%**
1 Coordinate Advertisement	1		2						3	$ 577	2.1%
2 Pre-proposal Conference Preparation (2)	1		2	4			2		9	$ 1,267	4.7%
3 Attend Pre-proposal Conference (2)			20						20	$ 3,320	12.2%
4 Respond to Questions	2	4	4						10	$ 2,018	7.4%
5 Prepare Addenda Items		4	8	10	20	8	4		54	$ 6,886	25.3%
									0	$ -	0.0%
3.2 Proposal Opening	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Attend Proposal Opening Meeting (0)									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
3.3 Proposal Review and Recommendation	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**10**	**$ 1,660**	**6.1%**
1 Attend Proposal Review Meeting (1)			10						10	$ 1,660	6.1%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
3.4 Conformed Specifications and Drawings	**1**	**2**	**8**	**14**	**0**	**12**	**24**	**0**	**61**	**$ 7,243**	**26.7%**
1 Conform Specifications			2	4			16		22	$ 2,240	8.2%
2 Conform Drawings	1	2	2	4		8			17	$ 2,421	8.9%
3 Prepare Executed Contract Documents			2	2			4		8	$ 938	3.5%
4 Print Executed/Conformed Documents				2			4		6	$ 606	2.2%
5 Plot Conformed Drawings			2	2		4			8	$ 1,038	3.8%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**17**	**0**	**0**	**0**	**0**	**6**	**0**	**23**	**$ 4,194**	**15.4%**
1 Quality Control Team Review								0	0	$ -	0.0%
2 Project Management		17					6		23	$ 4,194	15.4%
TOTAL LABOR											
Total Labor Hours	**5**	**27**	**54**	**28**	**20**	**20**	**36**	**0**	**190**		
Total Labor Amount										**$ 27,165**	**100.0%**
Total Amounts by Labor Category	**$ 1,225**	**$ 5,832**	**$ 8,964**	**$ 3,612**	**$ 2,160**	**$ 2,240**	**$ 3,132**	**$ -**		**$ 27,165**	
Labor Category Percent of Total Labor	**4.5%**	**21.5%**	**33.0%**	**13.3%**	**8.0%**	**8.2%**	**11.5%**	**0.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 4,070**	
Total Expenses										**$ 4,070**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services										**$ 31,235**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 200	1.10	$ 220
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 200	1.10	$ 220
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 1,100	1.10	$ 1,210
RS	Shipping, Delivery, Postage	$ 500	1.10	$ 550
RT	Travel, Meals, Lodging	$ 1,700	1.10	$ 1,870
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 3,700**		**$ 4,070**

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services

Task 4

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**21**	**96**	**202**	**166**	**0**	**48**	**60**	**0**	**593**	**$ 91,423**	**100.0%**
4.5 Internet-based Construction Management	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**2**	**$ 332**	**0.4%**
1 Setup ProjectMates			2						2	$ 332	0.4%
									0	$ -	0.0%
4.6 Pre-Construction Conference	**0**	**0**	**13**	**6**	**0**	**0**	**4**	**0**	**23**	**$ 3,280**	**3.6%**
1 Prepare Agenda for Pre-Construction Conference			2	4			2		8	$ 1,022	1.1%
2 Attend Pre-Construction Conference (1)			10						10	$ 1,660	1.8%
3 Prepare Meeting Notes			1	2			2		5	$ 598	0.7%
									0	$ -	0.0%
4.7 Site Visits	**10**	**10**	**100**	**20**	**0**	**0**	**0**	**0**	**140**	**$ 23,790**	**26.0%**
1 Site Visits - Principle in Charge (1)	10								10	$ 2,450	2.7%
2 Site Visits - Senior Project Manager (1)		10							10	$ 2,160	2.4%
3 Site Visits - Project Manager (10)			100						100	$ 16,600	18.2%
4 Site Visits - Project Engineer (2)				20					20	$ 2,580	2.8%
									0	$ -	0.0%
4.8 Construction Progress Meetings	**0**	**0**	**14**	**42**	**0**	**0**	**28**	**0**	**84**	**$ 10,178**	**11.1%**
1 Prepare Agenda			7	21			14		42	$ 5,089	5.6%
2 Attend Construction Meetings (See 4.7.1)									0	$ -	0.0%
3 Prepare Meeting Notes			7	21			14		42	$ 5,089	5.6%
									0	$ -	0.0%
4.9 Review Submittals	**4**	**10**	**20**	**40**	**0**	**0**	**0**	**0**	**74**	**$ 11,620**	**12.7%**
1 Review Submittals	4	10	20	40					74	$ 11,620	12.7%
									0	$ -	0.0%
4.10 RFI and Contract Changes	**6**	**4**	**20**	**24**	**0**	**8**	**0**	**0**	**62**	**$ 9,646**	**10.6%**
1 Respond to Requests for Information			8	24		8			40	$ 5,320	5.8%
2 Prepare/Review Proposed Contract Changes	4	4	8						16	$ 3,172	3.5%
3 Prepare Field/Change Orders	2		4						6	$ 1,154	1.3%
									0	$ -	0.0%
4.11 Review Pay Estimates	**0**	**0**	**9**	**18**	**0**	**0**	**7**	**0**	**34**	**$ 4,425**	**4.8%**
1 Review Schedule of Values (1)			2	4					6	$ 848	0.9%
2 Review Pay Estimates (14)			7	14			7		28	$ 3,577	3.9%
									0	$ -	0.0%
4.12 Substantial and Final Review	**0**	**20**	**22**	**4**	**0**	**0**	**4**	**0**	**50**	**$ 8,836**	**9.7%**
1 Attend Substantial Completion Review		10	10						20	$ 3,820	4.2%
2 Prepare Project Punch List			2	4			4		10	$ 1,196	1.3%
3 Attend Final Completion Review		10	10						20	$ 3,820	4.2%
									0	$ -	0.0%
4.13 Record Drawings	**1**	**0**	**2**	**12**	**0**	**40**	**0**	**0**	**55**	**$ 6,605**	**7.2%**
1 Prepare Record Drawings				8		40			48	$ 5,512	6.0%
2 Review Record Drawings	1		2	4					7	$ 1,093	1.2%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**52**	**0**	**0**	**0**	**0**	**17**	**0**	**69**	**$ 12,711**	**13.9%**
1 Quality Control Team Review								0	0	$ -	0.0%
2 Project Management		52					17		69	$ 12,711	13.9%
TOTAL LABOR											
Total Labor Hours	**21**	**96**	**202**	**166**	**0**	**48**	**60**	**0**	**593**		
Total Labor Amount										**$ 91,423**	**100.0%**
Total Amounts by Labor Category	**$ 5,145**	**$ 20,736**	**$ 33,532**	**$ 21,414**	**$ -**	**$ 5,376**	**$ 5,220**	**$ -**		**$ 91,423**	
Labor Category Percent of Total Labor	**5.6%**	**22.7%**	**36.7%**	**23.4%**	**0.0%**	**5.9%**	**5.7%**	**0.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 24,640**	
Total Expenses										**$ 24,640**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services										**$ 116,063**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 200	1.10	$ 220
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 1,000	1.10	$ 1,100
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ 8,000	1.10	$ 8,800
RR	Reproduction	$ 2,000	1.10	$ 2,200
RS	Shipping, Delivery, Postage	$ 1,000	1.10	$ 1,100
RT	Travel, Meals, Lodging	$ 10,200	1.10	$ 11,220
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 22,400**		**$ 24,640**

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representative

Task 5

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**0**	**20**	**0**	**0**	**0**	**0**	**10**	**0**	**30**	**$ 5,190**	**100.0%**
5.2 Limited Project Representation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Electrical Limited Onsite Project Representation									0	$ -	0.0%
2 Mechanical Limited Onsite Project Representation									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
5.3 Project Documentation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Project Documentation									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
5.4 Progress Payments	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Progress Payment Review									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
PM ADMINISTRATIVE/QC TASKS	**0**	**20**	**0**	**0**	**0**	**0**	**10**	**0**	**30**	**$ 5,190**	**100.0%**
1 Quality Control Team Review									0	$ -	0.0%
2 Project Management		20					10		30	$ 5,190	100.0%
TOTAL LABOR											
Total Labor Hours	**0**	**20**	**0**	**0**	**0**	**0**	**10**	**0**	**30**		
Total Labor Amount										**$ 5,190**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 4,320**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 870**	**$ -**		**$ 5,190**	
Labor Category Percent of Total Labor	**0.0%**	**83.2%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**16.8%**	**0.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representative										**$ 5,190**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description / *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**81**	**80**	**222**	**0**	**477**	**20**	**77**	**35**	**992**	**$ 142,924**	**100.0%**
6.2 Regulatory Review/Requirements	**1**	**0**	**11**	**0**	**26**	**0**	**4**	**0**	**42**	**$ 5,144**	**3.6%**
1 Surface Water Treatment Requirements			1		2				3	$ 299	0.2%
2 Groundwater Under the Influence Requirements			1		2				3	$ 299	0.2%
3 Groundwater Requirements			1		2				3	$ 299	0.2%
4 Water Treatment Capacity			4		8				12	$ 1,528	1.1%
5 Technical Memorandum - Draft	1		4		8		3		16	$ 2,034	1.4%
6 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
6.3 Water Quality Review	**1**	**0**	**12**	**0**	**44**	**0**	**4**	**0**	**61**	**$ 7,337**	**5.1%**
1 Water Quality Data Collection and Review			1		8				9	$ 1,030	0.7%
2 Water Quality Data Analyses			3		16				19	$ 2,226	1.6%
3 Water Quality vs. Capacity			5		8				13	$ 1,694	1.2%
4 Technical Memorandum - Draft	1		2		8		3		14	$ 1,702	1.2%
5 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
6.4 Design and Treatment Criteria and Objectives	**4**	**0**	**13**	**0**	**16**	**0**	**4**	**0**	**37**	**$ 5,214**	**3.6%**
1 Develop Treatment Criteria and Objectives	1		3		2				6	$ 959	0.7%
2 Phone Conference	2		4		2				8	$ 1,370	1.0%
3 Technical Memorandum - Draft	1		5		8		3		17	$ 2,200	1.5%
4 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
									0	$ -	0.0%
6.5 Hydraulic Evaluation	**1**	**0**	**15**	**0**	**56**	**8**	**4**	**0**	**84**	**$ 10,027**	**7.0%**
1 CRMWA Pipeline Evaluations			4		16				20	$ 2,392	1.7%
2 Potable GST Options			4		16				20	$ 2,392	1.7%
3 Disinfection Contact Basin Options			4		16				20	$ 2,392	1.7%
4 Technical Memorandum - Draft	1		2		4	8	3		18	$ 2,166	1.5%
5 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
6.6 Disinfection Strategy	**5**	**2**	**15**	**0**	**72**	**0**	**8**	**0**	**102**	**$ 12,619**	**8.8%**
1 Chlorine Comparison	2	2	4		16		4		28	$ 3,662	2.6%
2 Chlorine Dioxide Options Evaluation	2		4		24				30	$ 3,746	2.6%
3 CT - Free Chlorine + Chloramine			1		8				9	$ 1,030	0.7%
4 CT - Chloramine			2		4				6	$ 764	0.5%
5 CT - Chlorine Dioxide + Chloramine			1		8				9	$ 1,030	0.7%
6 Technical Memorandum - Draft	1		2		8		3		14	$ 1,702	1.2%
7 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
6.7 Flocculation Evaluation	**3**	**10**	**22**	**0**	**80**	**8**	**4**	**0**	**127**	**$ 16,431**	**11.5%**
1 Cost - Abrasive Blasting and Repaint			2		8				10	$ 1,196	0.8%
2 Cost - ABR + Bearings			2		4				6	$ 764	0.5%
3 Cost - ABR + Bearings + Splitting		4	2		8				14	$ 2,060	1.4%
4 Evaluation - Walking Beam	1	4	4		16				25	$ 3,501	2.4%
5 Capital Costs for Each Alternative (4)	1	2	2		8				13	$ 1,873	1.3%
6 Life Cycle Costs for Each Alternative (4)			2		8				10	$ 1,196	0.8%
7 Drawing - Walking Beam			3		8	8			19	$ 2,258	1.6%
8 Technical Memorandum - Draft	1		4		16		3		24	$ 2,898	2.0%
9 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
6.8 Terminal Storage Evaluation	**4**	**0**	**7**	**0**	**0**	**0**	**0**	**0**	**11**	**$ 2,142**	**1.5%**
1 Evaluation - TSR Continues As-is	1		1						2	$ 411	0.3%
2 Evaluation - TSR with Dedicated GW Piping	1		1						2	$ 411	0.3%
3 Evaluation - TSR Decommissioned			1						1	$ 166	0.1%
4 Capital Costs for Each Alternative (3)	1		1						2	$ 411	0.3%
5 Life Cycle Costs for Each Alternative (3)			1						1	$ 166	0.1%
6 Technical Memorandum - Draft	1		1						2	$ 411	0.3%
7 Technical Memorandum - Final			1						1	$ 166	0.1%
8 TSR Bathymetric Survey									0	$ -	0.0%
6.9 Improvements	**4**	**0**	**22**	**0**	**34**	**4**	**4**	**0**	**68**	**$ 9,100**	**6.4%**
1 Sedimentation Valve Assessment	1		2		8	4			15	$ 1,889	1.3%
2 Site Visit			10		10				20	$ 2,740	1.9%
3 Develop List of Improvements	2		4		4				10	$ 1,586	1.1%
4 Technical Memorandum - Draft	1		4		8		3		16	$ 2,034	1.4%
5 Technical Memorandum - Final			2		4		1		7	$ 851	0.6%
									0	$ -	0.0%
									0	$ -	0.0%
6.10 Cost of Improvements	**4**	**0**	**21**	**0**	**68**	**0**	**4**	**0**	**97**	**$ 12,158**	**8.5%**
1 Capital Costs for Improvements	1		4		16				21	$ 2,637	1.8%
2 O&M Costs - Existing Systems			4		8				12	$ 1,445	1.0%
3 O&M Costs - Proposed Improvements			4		8				12	$ 1,445	1.0%
4 O&M Costs - Comparison	1		1		4				6	$ 843	0.6%
5 Life Cycle Costs - Existing Systems			1		4				5	$ 598	0.4%
6 Life Cycle Costs - Proposed Improvements			1		4				5	$ 598	0.4%
7 Life Cycle Costs - Comparison	1		1		4				6	$ 843	0.6%
8 Technical Memorandum - Draft	1		5		16		3		25	$ 3,064	2.1%
9 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%

Alan Plummer Associates, Inc. Budget

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**81**	**80**	**222**	**0**	**477**	**20**	**77**	**35**	**992**	**$ 142,924**	**100.0%**
6.11 Implementation Plan	**3**	**0**	**9**	**0**	**24**	**0**	**4**	**0**	**40**	**$ 5,169**	**3.6%**
1 Develop Implementation Plan	2		4		4				10	$ 1,586	1.1%
2 Technical Memorandum - Draft	1		4		16		3		24	$ 2,898	2.0%
3 Technical Memorandum - Final			1		4		1		6	$ 685	0.5%
									0	$ -	0.0%
									0	$ -	0.0%
6.12 Meetings	**42**	**0**	**57**	**0**	**13**	**0**	**11**	**0**	**123**	**$ 22,113**	**15.5%**
1a Kick Off Agenda			1		2		1		4	$ 469	0.3%
1b Kick Off Meeting	10		10						20	$ 4,110	2.9%
1c Kick Off Meeting Notes			2		1		1		4	$ 527	0.4%
2a Workshop No. 1 Agenda			1		1		1		3	$ 361	0.3%
2b Workshop No. 1	10		10						20	$ 4,110	2.9%
2c Workshop No. 1 Notes			2		1		1		4	$ 527	0.4%
3a Workshop No. 2 Agenda			1		1		1		3	$ 361	0.3%
3b Workshop No. 2	10		10						20	$ 4,110	2.9%
3c Workshop No. 2 Notes			2		1		1		4	$ 527	0.4%
4a Workshop No. 3 Agenda			1		1		1		3	$ 361	0.3%
4b Workshop No. 3	10		10						20	$ 4,110	2.9%
4c Workshop No. 3 Notes			2		1		1		4	$ 527	0.4%
5a Agenda for Draft Report Review			1		1		1		3	$ 361	0.3%
5b Conference Call for Draft Report Review	2		2		2				6	$ 1,038	0.7%
5c Draft Report Review Conference Call Notes			2		1		2		5	$ 614	0.4%
									0	$ -	0.0%
									0	$ -	0.0%
6.13 Report	**3**	**3**	**6**	**0**	**32**	**0**	**4**	**0**	**48**	**$ 6,183**	**4.3%**
1 Draft Report	2	2	4		24		2		34	$ 4,352	3.0%
2 Final Report	1	1	2		8		2		14	$ 1,831	1.3%
									0	$ -	0.0%
									0	$ -	0.0%
IQC Internal QC	**6**	**0**	**12**	**0**	**12**	**0**	**0**	**0**	**30**	**$ 4,758**	**3.3%**
1 Coinciding With Workshop No. 1	2		4		4				10	$ 1,586	1.1%
2 Coinciding With Workshop No. 2	2		4		4				10	$ 1,586	1.1%
3 Coinciding With Workshop No. 3	2		4		4				10	$ 1,586	1.1%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**65**	**0**	**0**	**0**	**0**	**22**	**35**	**122**	**$ 24,529**	**17.2%**
1 Quality Control Team Review								35	35	$ 8,575	6.0%
2 Project Management		65					22		87	$ 15,954	11.2%
TOTAL LABOR											
Total Labor Hours	**81**	**80**	**222**	**0**	**477**	**20**	**77**	**35**	**991.50**		
Total Labor Amount										**$ 142,924**	**100.0%**
Total Amounts by Labor Category	**$ 19,845**	**$ 17,280**	**$ 36,769**	**$ -**	**$ 51,516**	**$ 2,240**	**$ 6,699**	**$ 8,575**		**$ 142,924**	
Labor Category Percent of Total Labor	**13.9%**	**12.1%**	**25.7%**	**0.0%**	**36.0%**	**1.6%**	**4.7%**	**6.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 10,890**	
Total Expenses										**$ 10,890**	
GRAND TOTAL - Master Plan Update										**$ 153,814**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 3,000	1.10	$ 3,300
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 400	1.10	$ 440
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 1,500	1.10	$ 1,650
RS	Shipping, Delivery, Postage	$ 200	1.10	$ 220
RT	Travel, Meals, Lodging	$ 4,800	1.10	$ 5,280
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 9,900**		**$ 10,890.0**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

General Engineering Services

Task 1

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
General Engineering Services	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
								0	0	$ -	#DIV/0!
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	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
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									0	$ -	#DIV/0!
PM **ADMINISTRATIVE/QC TASKS**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review									0	$ -	#DIV/0!
2 Project Management									0	$ -	#DIV/0!
TOTAL LABOR											
Total Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount										**$ -**	**#DIV/0!**
Total Amounts by Labor Category	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - General Engineering Services										**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications

Task 2

Level 2 (Phase) No. and Description / Level 3 (Task) No. and Description		Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
2.1 Modify Plans and Specifications		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Modify Plans - General	4									0	$ -	#DIV/0!
2 Modify Plans - Mechanical 200 Series	3									0	$ -	#DIV/0!
3 Modify Plans - Structural	4									0	$ -	#DIV/0!
4 Modify Plans - Electrical	6									0	$ -	#DIV/0!
5 Modify Plans - Instrumentation	1									0	$ -	#DIV/0!
6 Modify Plans - Standard Details	5									0	$ -	#DIV/0!
7 Modify Specifications - Front End										0	$ -	#DIV/0!
8 Modify Specifications - Technical										0	$ -	#DIV/0!
9 Plot - Internal Review Set										0	$ -	#DIV/0!
10 Incorporate Comments from Internal Review										0	$ -	#DIV/0!
11 Plot - Project Review Set										0	$ -	#DIV/0!
12 Incorporate Comments from Project Review										0	$ -	#DIV/0!
13 Plot - Final/Sealed Set										0	$ -	#DIV/0!
										0	$ -	#DIV/0!
										0	$ -	#DIV/0!
2.2 Addition to Plans		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Ammonia System - Demolition										0	$ -	#DIV/0!
2 Ammonia System - Bulk Storage										0	$ -	#DIV/0!
3 Ammonia System - P&ID										0	$ -	#DIV/0!
4 Ammonia System - Feed System										0	$ -	#DIV/0!
5 Ammonia System - FRP Tank Spec										0	$ -	#DIV/0!
6 Ammonia System - Chem Feed Skid										0	$ -	#DIV/0!
7 Generator - Demolition										0	$ -	#DIV/0!
8 Generator - Slab										0	$ -	#DIV/0!
9 Generator - One-Line Diagram Update										0	$ -	#DIV/0!
10 Generator - Current Plan Migration										0	$ -	#DIV/0!
11 Generator - Specification										0	$ -	#DIV/0!
										0	$ -	#DIV/0!
2.3 Project Meetings		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Kickoff - Agenda										0	$ -	#DIV/0!
2 Kickoff - Meeting										0	$ -	#DIV/0!
3 Kickoff - Notes										0	$ -	#DIV/0!
4 60% Review - Agenda										0	$ -	#DIV/0!
5 60% Review - Meeting										0	$ -	#DIV/0!
6 60% Review - Notes										0	$ -	#DIV/0!
7 Final Review Conference Call										0	$ -	#DIV/0!
										0	$ -	#DIV/0!
											$ -	
PM ADMINISTRATIVE/QC TASKS		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review									0	0	$ -	#DIV/0!
2 Project Management			0							0	$ -	#DIV/0!
TOTAL LABOR												
Total Labor Hours		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount											**$ -**	**#DIV/0!**
Total Amounts by Labor Category		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor		**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)												
Total Subconsultants											**$ -**	
Total Reimbursables											**$ -**	
Total Expenses											**$ -**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications											**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services

Task 3

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
3.1 Advertisement	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Coordinate Advertisement									0	$ -	#DIV/0!
2 Pre-proposal Conference Preparation (2)									0	$ -	#DIV/0!
3 Attend Pre-proposal Conference (2)									0	$ -	#DIV/0!
4 Respond to Questions									0	$ -	#DIV/0!
5 Prepare Addenda Items									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
3.2 Proposal Opening	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Attend Proposal Opening Meeting (0)									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
3.3 Proposal Review and Recommendation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Attend Proposal Review Meeting (1)									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
3.4 Conformed Specifications and Drawings	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Conform Specifications									0	$ -	#DIV/0!
2 Conform Drawings									0	$ -	#DIV/0!
3 Prepare Executed Contract Documents									0	$ -	#DIV/0!
4 Print Executed/Conformed Documents									0	$ -	#DIV/0!
5 Plot Conformed Drawings									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review								0	0	$ -	#DIV/0!
2 Project Management		0							0	$ -	#DIV/0!
TOTAL LABOR											
Total Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount										**$ -**	**#DIV/0!**
Total Amounts by Labor Category	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services										**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services

Task 4

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
4.5 Internet-based Construction Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Setup ProjectMates									0	$ -	#DIV/0!
4.6 Pre-Construction Conference	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Prepare Agenda for Pre-Construction Conference									0	$ -	#DIV/0!
2 Attend Pre-Construction Conference (1)									0	$ -	#DIV/0!
3 Prepare Meeting Notes									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.7 Site Visits	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Site Visits - Principle in Charge									0	$ -	#DIV/0!
2 Site Visits - Senior Project Manager									0	$ -	#DIV/0!
3 Site Visits - Project Manager									0	$ -	#DIV/0!
4 Site Visits - Project Engineer									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.8 Construction Progress Meetings	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Prepare Agenda									0	$ -	#DIV/0!
2 Attend Construction Meetings (See 4.7.1)									0	$ -	#DIV/0!
3 Prepare Meeting Notes									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.9 Review Submittals	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Review Submittals									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.10 RFI and Contract Changes	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Respond to Requests for Information									0	$ -	#DIV/0!
2 Prepare/Review Proposed Contract Changes									0	$ -	#DIV/0!
3 Prepare Field/Change Orders									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.11 Review Pay Estimates	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Review Schedule of Values (1)									0	$ -	#DIV/0!
2 Review Pay Estimates (14)									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
4.12 Substantial and Final Review	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Attend Substantial Completion Review									0	$ -	#DIV/0!
2 Prepare Project Punch List									0	$ -	#DIV/0!
3 Attend Final Completion Review									0	$ -	#DIV/0!
4.13 Record Drawings	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Prepare Record Drawings									0	$ -	#DIV/0!
2 Review Record Drawings									0	$ -	#DIV/0!
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review								0	0	$ -	#DIV/0!
2 Project Management		0							0	$ -	#DIV/0!
TOTAL LABOR											
Total Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount										**$ -**	**#DIV/0!**
Total Amounts by Labor Category	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services										**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representative

Task 5

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**0**	**27**	**0**	**114**	**434**	**0**	**0**	**0**	**575**	**$ 67,243**	**100.0%**
5.2 Limited Project Representation	**0**	**0**	**0**	**80**	**400**	**0**	**0**	**0**	**480**	**$ 54,560**	**81.1%**
1 Electrical Limited Onsite Project Representation					400				400	$ 44,000	65.4%
2 Mechanical Limited Onsite Project Representation				80					80	$ 10,560	15.7%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
5.3 Project Documentation	**0**	**0**	**0**	**20**	**20**	**0**	**0**	**0**	**40**	**$ 4,840**	**7.2%**
1 Project Documentation				20	20				40	$ 4,840	7.2%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
5.4 Progress Payments	**0**	**0**	**0**	**14**	**14**	**0**	**0**	**0**	**28**	**$ 3,388**	**5.0%**
1 Progress Payment Review				14	14				28	$ 3,388	5.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
PM ADMINISTRATIVE/QC TASKS	**0**	**27**	**0**	**0**	**0**	**0**	**0**	**0**	**27**	**$ 4,455**	**6.6%**
1 Quality Control Team Review									0	$ -	0.0%
2 Project Management		27							27	$ 4,455	6.6%
TOTAL LABOR											
Total Labor Hours	**0**	**27**	**0**	**114**	**434**	**0**	**0**	**0**	**575**		
Total Labor Amount										**$ 67,243**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 4,455**	**$ -**	**$ 15,048**	**$ 47,740**	**$ -**	**$ -**	**$ -**		**$ 67,243**	
Labor Category Percent of Total Labor	**0.0%**	**6.6%**	**0.0%**	**22.4%**	**71.0%**	**0.0%**	**0.0%**	**0.0%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 3,575**	
Total Expenses										**$ 3,575**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Limited Onsite Project Representative										**$ 70,818**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 500	1.10	$ 550
RL	Long Distance Telephone	$ 1,000	1.10	$ 1,100
RM	Employee Mileage	$ 1,500	1.10	$ 1,650
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 250	1.10	$ 275
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1			1.10	$ -
R2			1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 3,250**		**$ 3,575**

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**44**	**30**	**101**	**20**	**125**	**100**	**22**	**16**	**458**	**$ 57,869**	**100.0%**
6.2 Regulatory Review/Requirements	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Surface Water Treatment Requirements									0	$ -	0.0%
2 Groundwater Under the Influence Requirements									0	$ -	0.0%
3 Groundwater Requirements									0	$ -	0.0%
4 Water Treatment Capacity									0	$ -	0.0%
5 Technical Memorandum - Draft									0	$ -	0.0%
6 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.3 Water Quality Review	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Water Quality Data Collection and Review									0	$ -	0.0%
2 Water Quality Data Analyses									0	$ -	0.0%
3 Water Quality vs. Capacity									0	$ -	0.0%
4 Technical Memorandum - Draft									0	$ -	0.0%
5 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.4 Design and Treatment Criteria and Objectives	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Develop Treatment Criteria and Objectives									0	$ -	0.0%
2 Phone Conference									0	$ -	0.0%
3 Technical Memorandum - Draft									0	$ -	0.0%
4 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
6.5 Hydraulic Evaluation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 CRMWA Pipeline Evaluations									0	$ -	0.0%
2 Potable GST Options									0	$ -	0.0%
3 Disinfection Contact Basin Options									0	$ -	0.0%
4 Technical Memorandum - Draft									0	$ -	0.0%
5 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.6 Disinfection Strategy	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Chlorine Comparison									0	$ -	0.0%
2 Chlorine Dioxide Options Evaluation									0	$ -	0.0%
3 CT - Free Chlorine + Chloramine									0	$ -	0.0%
4 CT - Chloramine									0	$ -	0.0%
5 CT - Chlorine Dioxide + Chloramine									0	$ -	0.0%
6 Technical Memorandum - Draft									0	$ -	0.0%
7 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.7 Flocculation Evaluation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Cost - Abrasive Blasting and Repaint									0	$ -	0.0%
2 Cost - ABR + Bearings									0	$ -	0.0%
3 Cost - ABR + Bearings + Splitting									0	$ -	0.0%
4 Evaluation - Walking Beam									0	$ -	0.0%
5 Capital Costs for Each Alternative (4)									0	$ -	0.0%
6 Life Cycle Costs for Each Alternative (4)									0	$ -	0.0%
7 Drawing - Walking Beam									0	$ -	0.0%
8 Technical Memorandum - Draft									0	$ -	0.0%
9 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.8 Terminal Storage Evaluation	**4**	**0**	**21**	**20**	**84**	**100**	**4**	**0**	**233**	**$ 24,781**	**42.8%**
1 Evaluation - TSR Continues As-is	1		3		16				20	$ 2,400	4.1%
2 Evaluation - TSR with Dedicated GW Piping	1		3		12				16	$ 1,960	3.4%
3 Evaluation - TSR Decommissioned			3		8				11	$ 1,327	2.3%
4 Capital Costs for Each Alternative (3)	1		3		16				20	$ 2,400	4.1%
5 Life Cycle Costs for Each Alternative (3)			3		12				15	$ 1,767	3.1%
6 Technical Memorandum - Draft	1		5		16		3		25	$ 2,848	4.9%
7 Technical Memorandum - Final			1		4		1		6	$ 639	1.1%
8 TSR Bathymetric Survey				20		100			120	$ 11,440	19.8%
6.9 Improvements	**3**	**0**	**10**	**0**	**8**	**0**	**3**	**0**	**24**	**$ 3,099**	**5.4%**
1 Sedimentation Valve Assessment									0	$ -	0.0%
2 Site Visit									0	$ -	0.0%
1 Develop List of Improvements	2		4		2				8	$ 1,202	2.1%
2 Technical Memorandum - Draft	1		4		4		2		11	$ 1,329	2.3%
3 Technical Memorandum - Final			2		2		1		5	$ 568	1.0%
									0	$ -	0.0%
6.10 Cost of Improvements	**4**	**0**	**10**	**0**	**27**	**0**	**4**	**0**	**45**	**$ 5,432**	**9.4%**
1 Capital Costs for Improvements	1		2		8				11	$ 1,371	2.4%
2 O&M Costs - Existing Systems			1		2				3	$ 369	0.6%
3 O&M Costs - Proposed Improvements			1		2				3	$ 369	0.6%
4 O&M Costs - Comparison	1		1		1				3	$ 452	0.8%
5 Life Cycle Costs - Existing Systems			1		2				3	$ 369	0.6%
6 Life Cycle Costs - Proposed Improvements			1		2				3	$ 369	0.6%
7 Life Cycle Costs - Comparison	1		1		2				4	$ 562	1.0%
8 Technical Memorandum - Draft	1		1		4		3		9	$ 932	1.6%
9 Technical Memorandum - Final			1		4		1		6	$ 639	1.1%
									0	$ -	0.0%

Enprotec / Hibbs & Todd, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description / *Level 3 (Task) No. and Description*	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	EIT/ Electrician (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**44**	**30**	**101**	**20**	**125**	**100**	**22**	**16**	**458**	**$ 57,869**	**100.0%**
6.11 Implementation Plan	**3**	**0**	**9**	**0**	**0**	**0**	**0**	**0**	**12**	**$ 1,920**	**3.3%**
1 Develop Implementation Plan	2		4						6	$ 982	1.7%
2 Technical Memorandum - Draft	1		4						5	$ 789	1.4%
3 Technical Memorandum - Final			1						1	$ 149	0.3%
									0	$ -	0.0%
6.12 Meetings	**22**	**0**	**42**	**0**	**0**	**0**	**0**	**0**	**64**	**$ 10,504**	**18.2%**
1a Kick Off Agenda									0	$ -	0.0%
1b Kick Off Meeting	10		10						20	$ 3,420	5.9%
1c Kick Off Meeting Notes									0	$ -	0.0%
2a Workshop No. 1 Agenda									0	$ -	0.0%
2b Workshop No. 1			10						10	$ 1,490	2.6%
2c Workshop No. 1 Notes									0	$ -	0.0%
3a Workshop No. 2 Agenda									0	$ -	0.0%
3b Workshop No. 2			10						10	$ 1,490	2.6%
3c Workshop No. 2 Notes									0	$ -	0.0%
4a Workshop No. 3 Agenda									0	$ -	0.0%
4b Workshop No. 3	10		10						20	$ 3,420	5.9%
4c Workshop No. 3 Notes									0	$ -	0.0%
5a Agenda for Draft Report Review									0	$ -	0.0%
5b Conference Call for Draft Report Review	2		2						4	$ 684	1.2%
5c Draft Report Review Conference Call Notes									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
6.13 Report	**2**	**0**	**3**	**0**	**6**	**0**	**2**	**0**	**13**	**$ 1,593**	**2.8%**
1 Draft Report	1		2		4		1		8	$ 981	1.7%
2 Final Report	1		1		2		1		5	$ 612	1.1%
									0	$ -	0.0%
									0	$ -	0.0%
IQC Internal QC	**6**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**12**	**$ 2,052**	**3.5%**
1 Coinciding With Workshop No. 1	2		2						4	$ 684	1.2%
2 Coinciding With Workshop No. 2	2		2						4	$ 684	1.2%
3 Coinciding With Workshop No. 3	2		2						4	$ 684	1.2%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**30**	**0**	**0**	**0**	**0**	**9**	**16**	**55**	**$ 8,488**	**14.7%**
1 Quality Control Team Review								16	16	$ 3,088	5.3%
2 Project Management		30					9		39	$ 5,400	9.3%
TOTAL LABOR											
Total Labor Hours	**44**	**30**	**101**	**20**	**125**	**100**	**22**	**16**	**458**		
Total Labor Amount										**$ 57,869**	**100.0%**
Total Amounts by Labor Category	**$ 8,492**	**$ 4,950**	**$ 15,049**	**$ 2,640**	**$ 13,750**	**$ 8,800**	**$ 1,100**	**$ 3,088**		**$ 57,869**	
Labor Category Percent of Total Labor	**14.7%**	**8.6%**	**26.0%**	**4.6%**	**23.8%**	**15.2%**	**1.9%**	**5.3%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 3,300**	
Total Expenses										**$ 3,300**	
GRAND TOTAL - Master Plan Update										**$ 61,169**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ 250	1.10	$ 275
RL	Long Distance Telephone	$ 500	1.10	$ 550
RM	Employee Mileage	$ 1,000	1.10	$ 1,100
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ 250	1.10	$ 275
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ 1,000	1.10	$ 1,100
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 3,000**		**$ 3,300**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

General Engineering

Task 1

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Ar (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinar (hrs)	Designer/P.C (hrs)	Clerical/Admi (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
General Engineering	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
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									0	$ -	#DIV/0!
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
PM ADMINISTRATIVE/QC TASKS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review									0	$ -	#DIV/0!
2 Project Management									0	$ -	#DIV/0!
TOTAL LABOR											
Total Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount										**$ -**	**#DIV/0!**
Total Amounts by Labor Category	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - General Engineering										**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications

Task 2

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*		Principal (hrs)	Proj Manager (hrs)	Proj Engr/Arc (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinat (hrs)	Designer/P.E. (hrs)	Clerical/Admin (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.		**0**	**12**	**45**	**58**	**36**	**0**	**4**	**14**	**169**	**$ 27,192**	**100.0%**
2.1 Modify Plans and Specifications		**0**	**0**	**6**	**10**	**12**	**0**	**4**	**2**	**34**	**$ 4,896**	**18.0%**
1 Modify Plans - General	4									0	$ -	0.0%
2 Modify Plans - Mechanical 200 Series	3									0	$ -	0.0%
3 Modify Plans - Structural	4									0	$ -	0.0%
4 Modify Plans - Electrical	6			4	4.0	8			2	18	$ 2,570	9.5%
5 Modify Plans - Instrumentation	1									0	$ -	0.0%
6 Modify Plans - Standard Details	5									0	$ -	0.0%
7 Modify Specifications - Front End										0	$ -	0.0%
8 Modify Specifications - Technical										0	$ -	0.0%
9 Plot - Internal Review Set					1			1		2	$ 281	1.0%
10 Incorporate Comments from Internal Review				1	2	2				5	$ 766	2.8%
11 Plot - Project Review Set					1			1		2	$ 281	1.0%
12 Incorporate Comments from Project Review				1	1	2				4	$ 601	2.2%
13 Plot - Final/Sealed Set					1			2		3	$ 397	1.5%
										0	$ -	0.0%
										0	$ -	0.0%
2.2 Addition to Plans		**0**	**0**	**16**	**48**	**24**	**0**	**0**	**8**	**96**	**$ 14,632**	**53.8%**
1 Ammonia System - Demolition										0	$ -	0.0%
2 Ammonia System - Bulk Storage										0	$ -	0.0%
3 Ammonia System - P&ID										0	$ -	0.0%
4 Ammonia System - Feed System										0	$ -	0.0%
5 Ammonia System - FRP Tank Spec										0	$ -	0.0%
6 Ammonia System - Chem Feed Skid										0	$ -	0.0%
7 Generator - Demolition				4	8	8				20	$ 3,064	11.3%
8 Generator - Slab										0	$ -	0.0%
9 Generator - One-Line Diagram Update				4	8	8				20	$ 3,064	11.3%
10 Generator - Current Plan Migration				4	8	8				20	$ 3,064	11.3%
11 Generator - Specification				4	24				8	36	$ 5,440	20.0%
2.3 Project Meetings		**0**	**0**	**19**	**0**	**0**	**0**	**0**	**0**	**19**	**$ 3,876**	**14.3%**
1 Kickoff - Agenda										0	$ -	0.0%
2 Kickoff - Meeting				8						8	$ 1,632	6.0%
3 Kickoff - Notes										0	$ -	0.0%
4 60% Review - Agenda										0	$ -	0.0%
5 60% Review - Meeting				8						8	$ 1,632	6.0%
6 60% Review - Notes										0	$ -	0.0%
7 Final Review Conference Call				3						3	$ 612	2.3%
										0	$ -	0.0%
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
										0	$ -	0.0%
										0	$ -	0.0%
										0	$ -	0.0%
										0	$ -	0.0%
										0	$ -	0.0%
											$ -	
PM ADMINISTRATIVE/QC TASKS		**0**	**12**	**4**	**0**	**0**	**0**	**0**	**4**	**20**	**$ 3,788**	**13.9%**
1 Quality Control Team Review				4					3	7	$ 1,065	3.9%
2 Project Management			12						1	13	$ 2,723	10.0%
TOTAL LABOR												
Total Labor Hours		**0**	**12**	**45**	**58**	**36**	**0**	**4**	**14**	**169**		
Total Labor Amount											**$ 27,192**	**100.0%**
Total Amounts by Labor Category		**$ -**	**$ 2,640**	**$ 9,180**	**$ 9,570**	**$ 4,176**	**$ -**	**$ 464**	**$ 1,162**		**$ 27,192**	
Labor Category Percent of Total Labor		**0.0%**	**9.7%**	**33.8%**	**35.2%**	**15.4%**	**0.0%**	**1.7%**	**4.3%**			**100.0%**
TOTAL EXPENSES (see breakdown below)												
Total Subconsultants											**$ -**	
Total Reimbursables											**$ 880**	
Total Expenses											**$ 880**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Plans and Specifications Modifications											**$ 28,072**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ 800	1.10	$ 880
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 800**		**$ 880**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services

Task 3

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Arc (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinat (hrs)	Designer/P.E. (hrs)	Clerical/Admin (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**0**	**4**	**34**	**10**	**8**	**0**	**4**	**2**	**62**	**$ 11,024**	**100.0%**
3.1 Advertisement	**0**	**0**	**20**	**6**	**4**	**0**	**2**	**0**	**32**	**$ 5,766**	**52.3%**
1 Coordinate Advertisement									0	$ -	0.0%
2 Pre-proposal Conference Preparation (2)			1	2					3	$ 534	4.8%
3 Attend Pre-proposal Conference (2)			16						16	$ 3,264	29.6%
4 Respond to Questions			2	2					4	$ 738	6.7%
5 Prepare Addenda Items			1	2	4		2		9	$ 1,230	11.2%
									0	$ -	0.0%
3.2 Proposal Opening	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Attend Proposal Opening Meeting (0)									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
3.3 Proposal Review and Recommendation	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$ 1,632**	**14.8%**
1 Attend Proposal Review Meeting (1)			8						8	$ 1,632	14.8%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
3.4 Conformed Specifications and Drawings	**0**	**0**	**4**	**4**	**4**	**0**	**2**	**0**	**14**	**$ 2,172**	**19.7%**
1 Conform Specifications			1	2					3	$ 534	4.8%
2 Conform Drawings			1	2	4				7	$ 998	9.1%
3 Prepare Executed Contract Documents									0	$ -	0.0%
4 Print Executed/Conformed Documents			1						1	$ 204	1.9%
5 Plot Conformed Drawings			1				2		3	$ 436	4.0%
									0	$ -	0.0%
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**4**	**2**	**0**	**0**	**0**	**0**	**2**	**8**	**$ 1,454**	**13.2%**
1 Quality Control Team Review			2					0	2	$ 408	3.7%
2 Project Management		4						2	6	$ 1,046	9.5%
TOTAL LABOR											
Total Labor Hours	**0**	**4**	**34**	**10**	**8**	**0**	**4**	**2**	**62**		
Total Labor Amount										**$ 11,024**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 880**	**$ 6,936**	**$ 1,650**	**$ 928**	**$ -**	**$ 464**	**$ 166**		**$ 11,024**	
Labor Category Percent of Total Labor	**0.0%**	**8.0%**	**62.9%**	**15.0%**	**8.4%**	**0.0%**	**4.2%**	**1.5%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 1,320**	
Total Expenses										**$ 1,320**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Advertisement and Proposal Phase Services										**$ 12,344**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ 1,200	1.10	$ 1,320
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 1,200**		**$ 1,320**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services

Task 4

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Arc (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinat (hrs)	Designer/P.E. (hrs)	Clerical/Admin (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**0**	**17**	**102**	**98**	**0**	**0**	**20**	**17**	**254**	**$ 44,449**	**100.0%**
4.5 Internet-based Construction Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Setup ProjectMates									0	$ -	0.0%
									0	$ -	0.0%
4.6 Pre-Construction Conference	**0**	**0**	**10**	**1**	**0**	**0**	**0**	**1**	**12**	**$ 2,288**	**5.1%**
1 Prepare Agenda for Pre-Construction Conference			1	1					2	$ 369	0.8%
2 Attend Pre-Construction Conference (1)			8						8	$ 1,632	3.7%
3 Prepare Meeting Notes			1					1	2	$ 287	0.6%
									0	$ -	0.0%
									0	$ -	0.0%
4.7 Site Visits	**0**	**0**	**20**	**20**	**0**	**0**	**0**	**0**	**40**	**$ 7,380**	**16.6%**
1 Site Visits - Principle in Charge									0	$ -	0.0%
2 Site Visits - Senior Project Manager									0	$ -	0.0%
3 Site Visits - Project Manager (5)			20						20	$ 4,080	9.2%
4 Site Visits - Project Engineer (5)				20					20	$ 3,300	7.4%
									0	$ -	0.0%
4.8 Construction Progress Meetings	**0**	**0**	**38**	**24**	**0**	**0**	**0**	**0**	**62**	**$ 11,712**	**26.3%**
1 Prepare Agenda			4	4					8	$ 1,476	3.3%
2 Attend Construction Meetings (See 4.7.1)			20	20					40	$ 7,380	16.6%
3 Prepare Meeting Notes			14						14	$ 2,856	6.4%
4.9 Review Submittals	**0**	**0**	**4**	**16**	**0**	**0**	**0**	**0**	**20**	**$ 3,456**	**7.8%**
1 Review Submittals			4	16					20	$ 3,456	7.8%
									0	$ -	0.0%
4.10 RFI and Contract Changes	**0**	**0**	**4**	**16**	**0**	**0**	**4**	**0**	**24**	**$ 3,920**	**8.8%**
1 Respond to Requests for Information			2	8					10	$ 1,728	3.9%
2 Prepare/Review Proposed Contract Changes									0	$ -	0.0%
3 Prepare Field/Change Orders			2	8			4		14	$ 2,192	4.9%
4.11 Review Pay Estimates	**0**	**0**	**5**	**5**	**0**	**0**	**0**	**0**	**10**	**$ 1,845**	**4.2%**
1 Review Schedule of Values (1)			1	1					2	$ 369	0.8%
2 Review Pay Estimates (14)			4	4					8	$ 1,476	3.3%
									0	$ -	0.0%
4.12 Substantial and Final Review	**0**	**0**	**9**	**12**	**0**	**0**	**0**	**0**	**21**	**$ 3,816**	**8.6%**
1 Attend Substantial Completion Review				8					8	$ 1,320	3.0%
2 Prepare Project Punch List			1	4					5	$ 864	1.9%
3 Attend Final Completion Review			8						8	$ 1,632	3.7%
									0	$ -	0.0%
									0	$ -	0.0%
4.13 Record Drawings	**0**	**0**	**4**	**4**	**0**	**0**	**16**	**0**	**24**	**$ 3,332**	**7.5%**
1 Prepare Record Drawings			4	4			16		24	$ 3,332	7.5%
2 Review Record Drawings									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**17**	**8**	**0**	**0**	**0**	**0**	**16**	**41**	**$ 6,700**	**15.1%**
1 Quality Control Team Review			8					0	8	$ 1,632	3.7%
2 Project Management		17						16	33	$ 5,068	11.4%
TOTAL LABOR											
Total Labor Hours	**0**	**17**	**102**	**98**	**0**	**0**	**20**	**17**	**254**		
Total Labor Amount										**$ 44,449**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 3,740**	**$ 20,808**	**$ 16,170**	**$ -**	**$ -**	**$ 2,320**	**$ 1,411**		**$ 44,449**	
Labor Category Percent of Total Labor	**0.0%**	**8.4%**	**46.8%**	**36.4%**	**0.0%**	**0.0%**	**5.2%**	**3.2%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 8,250**	
Total Expenses										**$ 8,250**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 General Construction Phase Services										**$ 52,699**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ 7,500	1.10	$ 8,250
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1		$ -	1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 7,500**		**$ 8,250**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

North Water Treatment Plant Improvements Project No. 1 Limited Onsite Representative

Task 5

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Ar (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinar (hrs)	Designer/P.((hrs)	Clerical/Admir (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
North Water Treatment Plant Improvements Project No.	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
5.2 Limited Project Representation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Electrical Limited Onsite Project Representation									0	$ -	#DIV/0!
2 Mechanical Limited Onsite Project Representation									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
5.3 Project Documentation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Project Documentation									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
5.4 Progress Payments	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Progress Payment Review									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
									0	$ -	#DIV/0!
PM ADMINISTRATIVE/QC TASKS	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**#DIV/0!**
1 Quality Control Team Review									0	$ -	#DIV/0!
2 Project Management		0							0	$ -	#DIV/0!
TOTAL LABOR											
Total Labor Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
Total Labor Amount										**$ -**	**#DIV/0!**
Total Amounts by Labor Category	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	
Labor Category Percent of Total Labor	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**			**#DIV/0!**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ -**	
Total Expenses										**$ -**	
GRAND TOTAL - North Water Treatment Plant Improvements Project No. 1 Limited Onsite Representative										**$ -**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ -	1.10	$ -
RU	Telecommunications	$ -	1.00	$ -
R1			1.10	$ -
R2			1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ -**		**$ -**

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Arc (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinat (hrs)	Designer/P.C (hrs)	Clerical/Admin (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**0**	**6**	**48**	**30**	**8**	**0**	**2**	**6**	**100**	**$ 17,720**	**100.0%**
6.2 Regulatory Review/Requirements	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Surface Water Treatment Requirements									0	$ -	0.0%
2 Groundwater Under the Influence Requirements									0	$ -	0.0%
3 Groundwater Requirements									0	$ -	0.0%
4 Water Treatment Capacity									0	$ -	0.0%
5 Technical Memorandum - Draft									0	$ -	0.0%
6 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.3 Water Quality Review	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Water Quality Data Collection and Review									0	$ -	0.0%
2 Water Quality Data Analyses									0	$ -	0.0%
3 Water Quality vs. Capacity									0	$ -	0.0%
4 Technical Memorandum - Draft									0	$ -	0.0%
5 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.4 Design and Treatment Criteria and Objectives	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Develop Treatment Criteria and Objectives									0	$ -	0.0%
2 Phone Conference									0	$ -	0.0%
3 Technical Memorandum - Draft									0	$ -	0.0%
4 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.5 Hydraulic Evaluation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 CRMWA Pipeline Evaluations									0	$ -	0.0%
2 Potable GST Options									0	$ -	0.0%
3 Disinfection Contact Basin Options									0	$ -	0.0%
4 Technical Memorandum - Draft									0	$ -	0.0%
5 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.6 Disinfection Strategy	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Chlorine Comparison									0	$ -	0.0%
2 Chlorine Dioxide Options Evaluation									0	$ -	0.0%
3 CT - Free Chlorine + Chloramine									0	$ -	0.0%
4 CT - Chloramine									0	$ -	0.0%
5 CT - Chlorine Dioxide + Chloramine									0	$ -	0.0%
6 Technical Memorandum - Draft									0	$ -	0.0%
7 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.7 Flocculation Evaluation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Cost - Abrasive Blasting and Repaint									0	$ -	0.0%
2 Cost - ABR + Bearings									0	$ -	0.0%
3 Cost - ABR + Bearings + Splitting									0	$ -	0.0%
4 Evaluation - Walking Beam									0	$ -	0.0%
5 Capital Costs for Each Alternative (4)									0	$ -	0.0%
6 Life Cycle Costs for Each Alternative (4)									0	$ -	0.0%
7 Drawing - Walking Beam									0	$ -	0.0%
8 Technical Memorandum - Draft									0	$ -	0.0%
9 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
6.8 Terminal Storage Evaluation	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Evaluation - TSR Continues As-is									0	$ -	0.0%
2 Evaluation - TSR with Dedicated GW Piping									0	$ -	0.0%
3 Evaluation - TSR Decommissioned									0	$ -	0.0%
4 Capital Costs for Each Alternative (3)									0	$ -	0.0%
5 Life Cycle Costs for Each Alternative (3)									0	$ -	0.0%
6 Technical Memorandum - Draft									0	$ -	0.0%
7 Technical Memorandum - Final									0	$ -	0.0%
8 TSR Bathymetric Survey									0	$ -	0.0%
6.9 Improvements	**0**	**0**	**10**	**16**	**0**	**0**	**0**	**4**	**30**	**$ 5,012**	**28.3%**
1 Sedimentation Valve Assessment									0	$ -	0.0%
2 Site Visit									0	$ -	0.0%
3 Develop List of Improvements			4	4					8	$ 1,476	8.3%
4 Technical Memorandum - Draft			4	8				2	14	$ 2,302	13.0%
5 Technical Memorandum - Final			2	4				2	8	$ 1,234	7.0%
									0	$ -	0.0%
									0	$ -	0.0%
6.10 Cost of Improvements	**0**	**0**	**2**	**4**	**8**	**0**	**0**	**2**	**16**	**$ 2,162**	**12.2%**
1 Capital Costs for Improvements			2	4	8			2	16	$ 2,162	12.2%
2 O&M Costs - Existing Systems									0	$ -	0.0%
3 O&M Costs - Proposed Improvements									0	$ -	0.0%
4 O&M Costs - Comparison									0	$ -	0.0%
5 Life Cycle Costs - Existing Systems									0	$ -	0.0%
6 Life Cycle Costs - Proposed Improvements									0	$ -	0.0%
7 Life Cycle Costs - Comparison									0	$ -	0.0%
8 Technical Memorandum - Draft									0	$ -	0.0%
9 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%

Lockwood Andrews & Newnam, Inc.

North Water Treatment Plant Improvements Project No. 1 and Groundwater Treatment Impact Evaluation

Master Plan Update

Task 6

Level 2 (Phase) No. and Description / *Level 3 (Task) No. and Description*	Principal (hrs)	Proj Manager (hrs)	Proj Engr/Arc (hrs)	Proj Engr/Arch (hrs)	EIT (hrs)	Proj Coordinat (hrs)	Designer/P.E. (hrs)	Clerical/Admin (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total Fee
Master Plan Update	**0**	**6**	**48**	**30**	**8**	**0**	**2**	**6**	**100**	**$ 17,720**	**100.0%**
6.11 Implementation Plan	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Develop Implementation Plan									0	$ -	0.0%
2 Technical Memorandum - Draft									0	$ -	0.0%
3 Technical Memorandum - Final									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
6.12 Meetings	**0**	**0**	**20**	**10**	**0**	**0**	**0**	**0**	**30**	**$ 5,730**	**32.3%**
1a Kick Off Agenda									0	$ -	0.0%
1b Kick Off Meeting			8						8	$ 1,632	9.2%
1c Kick Off Meeting Notes									0	$ -	0.0%
2a Workshop No. 1 Agenda									0	$ -	0.0%
2b Workshop No. 1									0	$ -	0.0%
2c Workshop No. 1 Notes									0	$ -	0.0%
3a Workshop No. 2 Agenda									0	$ -	0.0%
3b Workshop No. 2									0	$ -	0.0%
3c Workshop No. 2 Notes									0	$ -	0.0%
4a Workshop No. 3 Agenda									0	$ -	0.0%
4b Workshop No. 3			8	8					16	$ 2,952	16.7%
4c Workshop No. 3 Notes									0	$ -	0.0%
5a Agenda for Draft Report Review			2						2	$ 408	2.3%
5b Conference Call for Draft Report Review			2	2					4	$ 738	4.2%
5c Draft Report Review Conference Call Notes									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
6.13 Report	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Draft Report									0	$ -	0.0%
2 Final Report									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
IQC Internal QC	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**0.0%**
1 Coinciding With Workshop No. 1									0	$ -	0.0%
2 Coinciding With Workshop No. 2									0	$ -	0.0%
3 Coinciding With Workshop No. 3									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
									0	$ -	0.0%
										$ -	
PM ADMINISTRATIVE/QC TASKS	**0**	**6**	**16**	**0**	**0**	**0**	**2**	**0**	**24**	**$ 4,816**	**27.2%**
1 Quality Control Team Review			16						16	$ 3,264	18.4%
2 Project Management		6					2		8	$ 1,552	8.8%
TOTAL LABOR											
Total Labor Hours	**0**	**6**	**48**	**30**	**8**	**0**	**2**	**6**	**100**		
Total Labor Amount										**$ 17,720**	**100.0%**
Total Amounts by Labor Category	**$ -**	**$ 1,320**	**$ 9,792**	**$ 4,950**	**$ 928**	**$ -**	**$ 232**	**$ 498**		**$ 17,720**	
Labor Category Percent of Total Labor	**0.0%**	**7.4%**	**55.3%**	**27.9%**	**5.2%**	**0.0%**	**1.3%**	**2.8%**			**100.0%**
TOTAL EXPENSES (see breakdown below)											
Total Subconsultants										**$ -**	
Total Reimbursables										**$ 3,520**	
Total Expenses										**$ 3,520**	
GRAND TOTAL - Master Plan Update										**$ 21,240**	

SUBCONSULTANT EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
CA	Architect Consultant	$ -	1.00	$ -
CC	Civil Engr Consultant	$ -	1.00	$ -
CE	Electrical Consultant	$ -	1.00	$ -
CG	Geotechnical Consultant	$ -	1.00	$ -
CM	Mechanical Consultant	$ -	1.00	$ -
CO	Other Consultant	$ -	1.00	$ -
CS	Structural Consultant	$ -	1.00	$ -
CY	Surveying Consultant	$ -	1.00	$ -
C1		$ -	1.00	$ -
C2		$ -	1.00	$ -
C3		$ -	1.00	$ -
C4		$ -	1.00	$ -
C5		$ -	1.00	$ -
C6		$ -	1.00	$ -
TOTAL SUBCONSULTANT EXPENSES		**$ -**		**$ -**

REIMBURSABLE EXPENSES

Code	Description	Budget ($$)	Markup	Fee ($$$)
RA	Laboratory Analysis	$ -	1.10	$ -
RC	Computer	$ -	1.10	$ -
RH	Historical	$ -	1.10	$ -
RI	In-House Reproduction	$ -	1.10	$ -
RL	Long Distance Telephone	$ -	1.10	$ -
RM	Employee Mileage	$ -	1.10	$ -
RO	Other Expenses	$ -	1.10	$ -
RP	Purchased Services	$ -	1.10	$ -
RR	Reproduction	$ -	1.10	$ -
RS	Shipping, Delivery, Postage	$ -	1.10	$ -
RT	Travel, Meals, Lodging	$ 3,200	1.10	$ 3,520
RU	Telecommunications	$ -	1.00	$ -
R1			1.10	$ -
R2		$ -	1.10	$ -
TOTAL REIMBURSABLE EXPENSES		**$ 3,200**		**$ 3,520**

City of Lubbock, TX
Capital Project
Project Cost Detail
October 11, 2012

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

	Budget
Encumbered/Expended	
WTP Improvements Design (Project 1) - Alan Plummer & Associates	$ 612,150
City of Lubbock Staff Time	32,186
Bid Cost	1,423
Equipment	118,102
Whitehead Brothers Painting	64,810
Anthony Mechanical	65,449
BLTI- North Water Treatment Plant SCADA Upgrade	657,325
BLTI - North Water Treatment Plant SCADA Upgrade Change Order No. 1	73,540
Alan Plummer Associates, Inc. Construction Services-SCADA Upgrade	68,166
Agenda Item October 11, 2012	
Alan Plummer Associates, Inc. Contract	705,411
Encumbered/Expended To Date	2,398,562
Estimated Costs for Remaining Appropriation	
Future Phases of Water Treatment Plant Improvements	7,003,438
Remaining Appropriation	7,003,438
Total Appropriation	$ 9,402,000

Managing Department **Water Treatment**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

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

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

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

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	9,402,000	0	5,000,000	0	0	5,000,000	7,000,000	26,402,000
Total Project Appropriation	9,402,000	0	5,000,000	0	0	5,000,000	7,000,000	26,402,000

			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 2008 10-year Water Revenue CO's	330,000	0	0	0	0	0	0	330,000
FY 2009 10-year Water Revenue CO's	1,200,000	0	0	0	0	0	0	1,200,000
FY 2010 10-year Water Revenue CO's	0	0	0	0	0	0	0	0
FY 2011 10-year Water Revenue CO's	5,872,000	0	0	0	0	0	0	5,872,000
FY 2012 10-year Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2014 10-year Water Revenue CO's	0	0	5,000,000	0	0	0	0	5,000,000
FY 2017 10-Year Water Revenue CO's	0	0	0	0	0	5,000,000	0	5,000,000
FY 2018 10-year Water Revenue CO's	0	0	0	0	0	0	7,000,000	7,000,000
Total Funding Sources	9,402,000	0	5,000,000	0	0	5,000,000	7,000,000	26,402,000

Regular City Council Meeting **5. 12.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2012-O0106 abandoning and closing four portions of a 10-foot water line easement located in Tract A, Q19 Addition to the City of Lubbock, located at 4401 19th Street.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes four portions of a 10-foot water line easement in Tract A, Q19 Addition, located east of Raleigh Avenue and south of 19th Street. The easements are no longer needed due to new construction on the property. New easements will be dedicated to replace the easement closures.

Public Works Engineering is in agreement with the water line easement closures.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - ROW easements

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING FOUR PORTIONS OF A WATER LINE EASEMENT, LOCATED IN TRACT "A", Q19 ADDITION TO THE CITY OF LUBBOCK, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in the attached Exhibit "A","B", "C", & "D".

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Water Line Easements,Trt A,Q19.ord
5.22.12

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
tabbies "A"

Portion of Easement to be Closed

METES AND BOUNDS DESCRIPTION of a portion of Tracts "A" and "C", Q19, an addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a crow's foot cut on concrete set which bears S. 01°52'28" W., a distance of 3.00 feet from the Westernmost Northwest corner of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2011041970, Official Public Records of Lubbock County, Texas;

THENCE S. 88°07'32" E., a distance of 271.36 feet to a mag nail set;

THENCE S. 01°52'28" W., a distance of 10.50 feet to a mag nail set;

THENCE S. 88°14'12" E., at 7.00 feet pass a mag nail set in the Western boundary line of Tract "C", said Q19, continuing for a total distance of 17.00 feet to a point;

THENCE S. 01°45'48" W., a distance of 10.00 feet to a point in the Southern boundary line of said Tract "C", said Q19;

THENCE N. 88°14'12" W., along the Southern boundary line of said Tract "C", at 10.00 feet pass a mag nail with washer found for the Southwest corner of said Tract "C", continuing for a total distance of 17.02 feet to a point;

THENCE S. 01°52'28" W., a distance of 9.93 feet to a point;

THENCE N. 88°07'32" W., a distance of 10.00 feet to a point;

THENCE N. 01°52'28" E., a distance of 20.43 feet to a mag nail set;

THENCE N. 88°07'32" W., a distance of 261.36 feet to an 80d nail set in the East right-of-way line of Raleigh Avenue;

THENCE N. 01°52'28" E., along the East right-of-way line of Raleigh Avenue, a distance of 10.00 feet to the Point of Beginning.

Contains: 3,088 square feet

Bearings 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.

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas
March 29, 2012

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "B"

Portion of Easement to be Closed

METES AND BOUNDS DESCRIPTION of a portion of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at an 80d nail set which bears S. 01°45'48" W., a distance of 25.53 feet and N. 88°07'32" W., a distance of 7.07 feet from the original Southwest corner of Tract "C", Q19, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2011041970, Official Public Records of Lubbock County, Texas;

THENCE S. 88°07'32" E., a distance of 22.00 feet to a point;

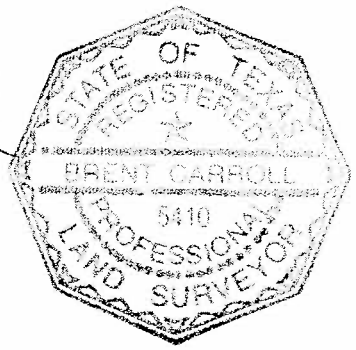
THENCE S. 01°52'28" W., a distance of 10.00 feet to an 80d nail set;

THENCE N. 88°07'32" W., a distance of 22.00 feet to an 80d nail set;

THENCE N. 01°52'28" E., a distance of 10.00 feet to the Point of Beginning;

Contains: 220 square feet

Bearings 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.



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas
March 29, 2012

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
tabbies
"C"

Portion of Easement to be Closed

METES AND BOUNDS DESCRIPTION of a portion of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at an 80d nail set which bears S. 01°52'28" W., a distance of 175.97 feet and S. 88°07'32" E., a distance of 271.36 feet from the Westernmost Northwest corner of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2011041970, Official Public Records of Lubbock County, Texas;

THENCE S. 88°07'32" E., a distance of 116.99 feet to an 80d nail set;

THENCE S. 01°52'28" W., a distance of 10.00 feet to an 80d nail set;

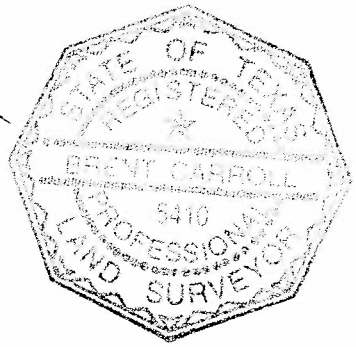
THENCE N. 88°07'32" W., a distance of 116.99 feet to an 80d nail set;

THENCE N. 01°52'28" E., a distance of 10.00 feet to the Point of Beginning.

Contains: 1,170 square feet

Bearings 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.

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas
March 29, 2012



LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "D"

Portion of Easement to be Closed

METES AND BOUNDS DESCRIPTION of a portion of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at an 80d nail set, which bears N. 01°52'28" E., a distance of 29.82 feet and N. 88°07'32" W., a distance of 53.39 feet from a 1/2" iron rod with cap found for the Southernmost Southeast corner of Tract "A", Q19, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2011041970;

THENCE N. 88°07'32" W., a distance of 20.00 feet to an 80d nail set;

THENCE N. 01°52'28" E., a distance of 15.00 feet to an 80d nail set;

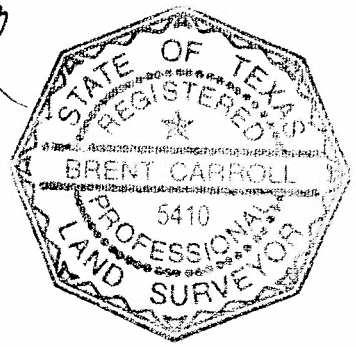
THENCE S. 88°07'32" E., a distance of 20.00 feet to an 80d nail set;

THENCE S. 01°52'28" W., a distance of 15.00 feet to the Point of Beginning.

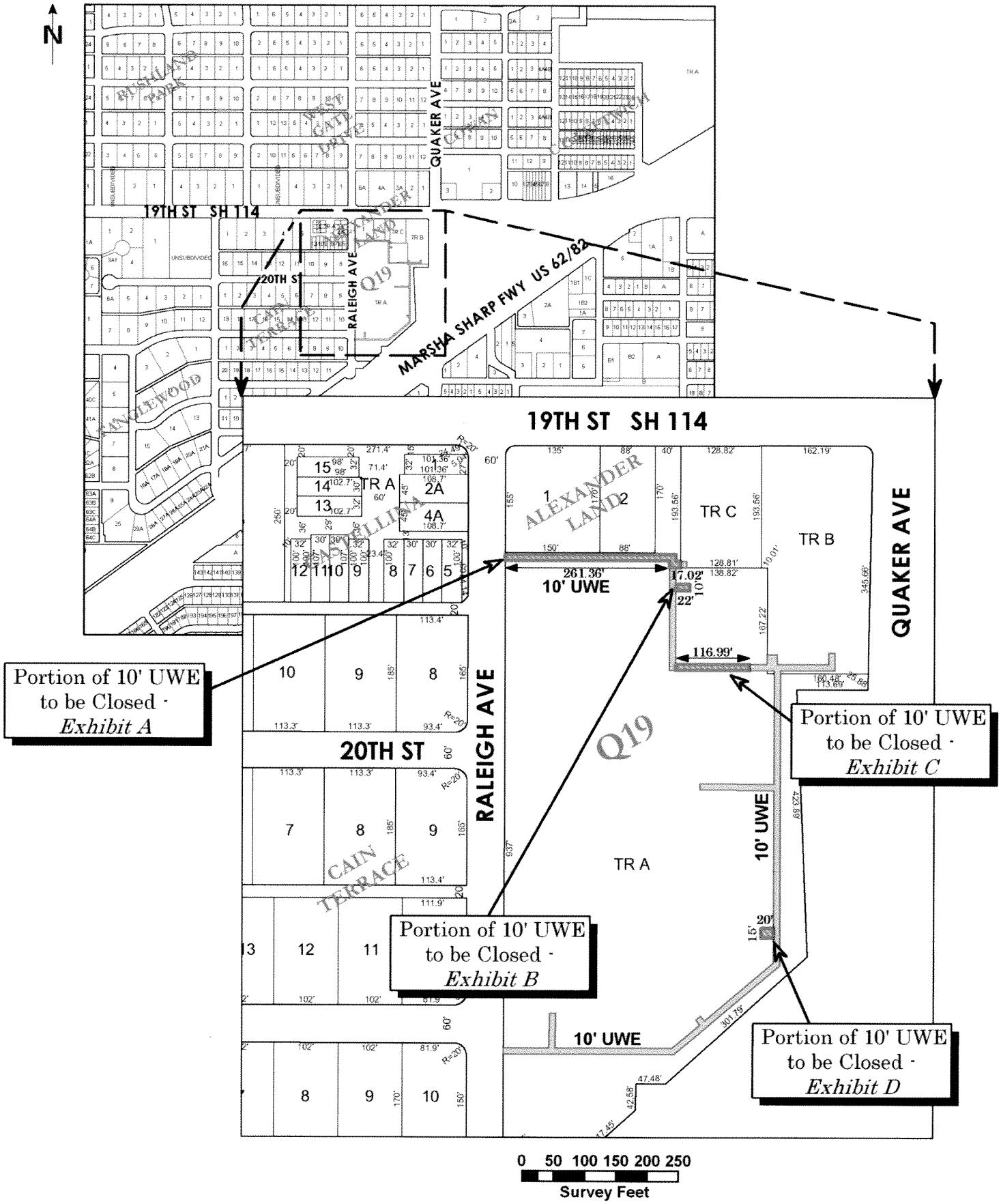
Contains: 300 square feet

Bearings 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.

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas
July 11, 2012



Proposed Closing of 4 Portions of a 10' wide Underground Water Line Easement Located Within Tract A, Q19 Addition



Regular City Council Meeting **5. 13.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2012-O0109 abandoning and closing an alley in Block 213, Original Town of Lubbock, 1702 Texas Avenue.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes all the north/south alley in Block 213, Original Town of Lubbock, between Texas Avenue and Avenue J. The requestor of the closure is not the original dedicator of the alley being closed; therefore, there is a charge for the closure.

The total alley area being closed is 5,200 square feet. The Right-of-Way department has valued the closure at $2.00 per square feet for a total of $10,400. In the closure process, the alley will be re-dedicated as an underground utility and garbage service easement for a 50% credit.

The total due the city for the alley closure is $5,200.

All utility companies are in agreement with the alley closure.

Fiscal Impact

$5,200 to the General Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Alley Closure

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT WIDE ALLEY IN ORIGINAL TOWN OF LUBBOCK, BLOCK 213, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN UNDERGROUND UTILITY EASEMENT AND A GARBAGE SERVICE EASEMENT IN THE ALLEY; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, said abandonment shall in no way affect any underground utility easement or any garbage service easement, and an underground utility easement and a garbage service easement are hereby reserved; NOW THEREFORE:

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

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

All the north/south alley in Block 213, Original Town of Lubbock, Lubbock County, Texas.

SECTION 2. THAT an underground utility easement and a garbage service agreement are hereby reserved in the alley described in Section 1, above, and such underground utility easement and garbage service agreement are reserved and retained with the right of ingress and egress at all times for such purpose, together with all rights appurtenant to the continuation of such use.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby

authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

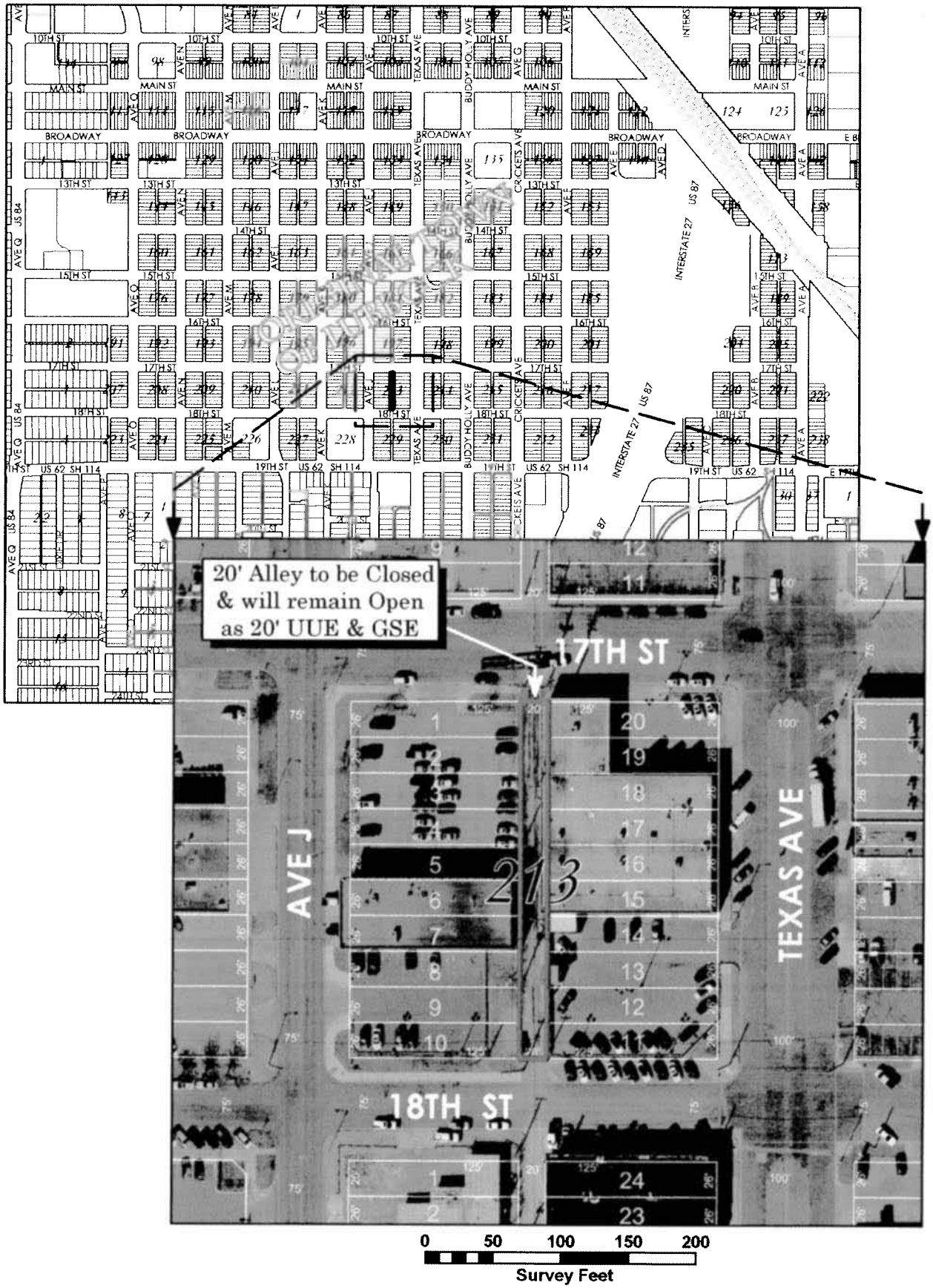
_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

gs/ccdocs/A&C-UUEasement-Original Town Addn.ord
9.4.12

Proposed Closing of 20' Alley Located in Block 213, Original Town of Lubbock Addition, That Will Remain Open as 20' Underground Utility & Garbage Service Easement



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. 14.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Community Services: Consider a resolution authorizing the Mayor to execute Contract 10962 a construction and improvements agreement between the City of Lubbock and Lubbock Moonlight Musicals, Inc.

Item Summary

Lubbock Moonlight Musicals has an agreement with the City to produce shows at the Wells Fargo Amphitheater in Mackenzie Park. Lubbock Moonlight Musicals has made various improvements to the amphitheater including adding dressing rooms, a stage roof, a ticket booth, and landscaping. Lubbock Moonlight Musicals, Inc., has proposed to construct additional improvements to the venue at no cost to the City. The proposed improvements include construction of a pavilion and a concession building. The concession building will replace the temporary concession building currently used. The pavilion will be used for group gatherings. Lubbock Moonlight Musicals will be responsible for the construction of the facility.

All improvements will be required to meet existing building codes before being accepted by the City. The improvements completed by Lubbock Moonlight Musicals, Inc., will revert to the City upon their completion and acceptance. The City will accept responsibility for maintenance, upkeep and repairs to the improvements upon acceptance of the improvements.

Fiscal Impact

The construction and installation of the proposed improvements will be at no cost to the City. Upon acceptance of the proposed improvements, on-going maintenance provided by the City will be absorbed in the amphitheater's operating budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Parks and Recreation Advisory Board

Attachments

Resolution - Lubbock Moonlight Musicals

Agreement - Lubbock Moonlight Musicals

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a License Agreement by and between the City of Lubbock and Lubbock Moonlight Musicals, 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 _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Freddy Chavez, Director of Civic Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

RES.License Agrmt-Moonlight Musicals, Inc.
8.17. 2012

LICENSE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License Agreement (the "Agreement") is entered into on the _____ day of _____, 20__, between the City of Lubbock, Texas (the "City), a Texas Home Rule Municipal Corporation, and Lubbock Moonlight Musicals, Inc. ("LMMI"), a State of Texas nonprofit organization.

RECITALS

WHEREAS, LMMI desires to construct improvements, which shall include a pavilion, at the Wells Fargo Amphitheater (the "Project");

WHEREAS, it is the belief of the City and LMMI that the Project will encourage the use of the Wells Fargo Amphitheater and encourage tourism to the City;

WHEREAS, LMMI desires to construct the Project over and on that certain real property described on Exhibit "A" attached hereto (the Lands");

WHEREAS, the mission of LMMI is to produce and present large, family-oriented musical theatrical works, using the talents and abilities of Texas Tech Music Theatre students and other college-age students, Lubbock-area and other high school students, local Lubbock talent and other artistic/technical professionals, to build and promote goodwill among the city of Lubbock, Texas Tech and local and area school districts, to promote tourism to the City of Lubbock and the South Plains, and to give professional experience to all student performers involved;

WHEREAS, LMMI has secured funds for the Project;

WHEREAS, the Project shall enhance and improve the use of the facilities in the Wells Fargo Amphitheater; NOW THEREFORE:

ARTICLE I
License

Section 1.01. License. In consideration of the mutual covenants and agreements of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over the Lands to LMMI, for the sole purpose of constructing and improving the Project.

Section 1.02. Term. The term of this license is for one (1) year beginning on the date of the execution of this Agreement by the City, and ending on the first anniversary of such date or until such date the Project is completed and accepted by the City as set forth in Section 2.05,

whichever period is shorter (the "Primary Term"), unless terminated sooner as provided in this Agreement.

This Agreement shall terminate without further notice when the Primary Term expires, and LMMI shall immediately vacate the Lands. Any holding over by LMMI after that term expires, except as provided otherwise in this Agreement, shall not constitute a renewal of this Agreement, or provide LMMI any rights whatsoever under this Agreement and/or to the Lands.

ARTICLE II
Improvements

Section 2.01. Construction of Project. On or before November 1, 2012, LMMI and/or its contracted agent shall begin construction, or cause to begin construction, and begin location upon the Lands, the Project. The Project shall include improvements to the Wells Fargo Amphitheater.

Section 2.02. Approval of Construction. No construction of any type or kind, including additions or alterations to existing structures or structures completed, or caused to be completed, by LMMI and/or placement or location of improvements, including all matters described in this Article II, may be commenced, unless the plans, specifications and proposed location of such construction and/or location of improvements have received the City's, and if required by the City or by law, any other entities' or parties', including, but not limited to, the State of Texas, Texas Parks and Wildlife Department and Texas Historical Commission, prior written approval, as described below.

LMMI shall, at its own expense, engage a licensed architect or engineer to prepare plans and specifications for the construction, addition, location or alteration of any building or improvement. LMMI shall submit a copy of detailed working drawings, plans and specifications to the City for its approval not less than twenty (20) days before such construction or location of improvements is scheduled to commence.

The City, and any other parties having the right of approval, as described herein, shall review all plans submitted under this Section 2.02, and provide to LMMI, in writing, any required changes or corrections that must be made, that the City, and any other parties having the right of approval, as described herein, may deem necessary, in their sole discretion, Any required changes or corrections shall be made and the plans resubmitted to the City, and any other parties having the right of approval, as described herein, prior to the commencement of such construction, addition or alteration of any building or location of improvement. No such construction, addition or alteration of any building or location of improvement shall be commenced unless and until the plans are finally approved by the City and any other parties having the right of approval, as described herein. The failure to receive the approval described herein shall not excuse the performance by LMMI of any activity or covenant described in this Agreement.

The City and/or any of the parties having the right of approval, as described herein, shall have the right at all times to observe any and all activities described in this Article II. Notwithstanding the approval by the City and/or any of the parties having the right of approval, as

described herein, of any plans and specifications, and/or the observation rights of the City and/or any of the parties having the right of approval, ad described herein, the City assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from such plans or specifications, not shall such approval and/or observation relieve LMMI from any or all of its obligations hereunder.

All activities described in this Article II shall be at the sole cost and expense of LMMI.

Section 2.03. Surety. Any and all contracts that LMMI may enter into with third parties to participate in the construction and/or location of improvement activities contemplated by this Agreement shall contain the requirement that such third parties adequately bond their performance under said contract, naming the City as a co-beneficiary or co-secured. The original of said bonds are to be suitable in form to the City and submitted to the City prior to the commencement of any activities of any kind by such third parties.

Section 2.04. Standards for Construction. Construction of the Project shall be conducted and shall be fully equipped in a good and skillful manner with materials of high quality, strictly in accordance with the plans and specifications, as approved in Section 2.02.

Section 2.05. Acceptance of Project by City. Construction of the Project shall be deemed completed only upon inspection and acceptance by the City. If LMMI considers the Project construction complete, LMMI shall timely notify the City. The City shall then timely conduct inspections of the Project. If, after inspection, the City finds deficiencies or any issues with the construction of the Project, the City shall then submit a list of such deficiencies and/or issues to LMMI. LMMI shall then remedy all such deficiencies and/or issues with the construction. After completion of such remedies, LMMI shall timely notify the City of completion and the City shall again timely conduct inspections of the Project. If after inspection, the City finds that the construction of the Project is complete and satisfactory to the City, the City shall notify LMMI of the City's acceptance of the Project. The City's acceptance of the Project shall be within its sole discretion.

Section 2.06. Ownership of Buildings and Improvements. Any and all buildings, improvements, additions, alterations and fixtures constructed, placed, located and/or maintained on any part of the Lands during the term of this Agreement, with the exception of certain theatrical equipment that is removed and stored off the Lands by LMMI for annual maintenance subsequent to each playing season, are considered part of the real property and must remain on the Lands and become property of the City, from and after the termination of this Agreement.

ARTICLE III
Operations of LMMI

Section 3.01. Security. LMMI shall take any and all actions necessary to prevent the entry of unauthorized persons in, on, and/or over the Lands.

Section 3.02. Taxes. LMMI shall pay and discharge all charges, including without limitation, personal property taxes, gross receipts taxes, general and special assessments, and other charges of similar nature which may be levied or assessed against the Lands, the Project, and/or any activity contemplated by this Agreement, if any.

Section 3.03. Prohibition on Encumbrance. LMMI shall not encumber any interest in the license granted herein, the Lands, the improvements described herein, and/or this Agreement, in any way, manner or form, including, but not limited to, by deed of trust, mortgage or any other security instrument.

Further, LMMI shall not cause or permit any mechanic's liens or any other liens to be filed against the license granted herein, the Lands, the improvements described herein, and/or this Agreement by reason of any work, labor, services, or materials supplied and/or performed or claimed to have been supplied and/or performed to, by or for LMMI or any contractors or subcontractors of LMMI.

Section 3.04. Right of Entry—City. Nothing contained in this Agreement shall be construed to prohibit, upon reasonable notice to LMMI, the right of entry by the City, in, on, over and/or across the Lands, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Lands and any and all improvements located thereon, subject to the conditions stated herein, to conduct any and all activities the City deems necessary. LMMI shall furnish to the City any and all keys and/or instructions necessary to allow the City's right of entry reserved and/or described herein.

Section 3.05. Control of City. The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this Section 3.06 and any other term or provision of this Agreement, this Section 3.06 shall control and such conflicting term or provision shall be void and of no force and effect.

Section 3.06. Assistance by the City. The City may from time to time, provide such assistance as requested by LMMI, including, but not limited to certified inspectors that would inspect the Project and notify the LMMI of any concerns. LMMI shall reimburse the City for any and all costs the City incurs by providing such assistance.

ARTICLE IV
Operation Funds

Section 4.01. Solicitation of Funds. LMMI shall, during the effective term of this Agreement, utilize its best efforts to solicit funds from various sources, including, but not limited to, memorials, honorarians, grants, membership dues, concessions and gifts in kind, or any other like sources to be utilized in the construction, operation and maintenance of the Project.

Section 4.02. Accounting and Audits. LMMI shall keep complete and accurate records, books and accounts according to customary and accepted business practices and generally accepted accounting principles, and the City shall have the right to examine and audit said records, books and accounts at any reasonable time. LMMI shall furnish the City an annual audit of its books by a certified public accountant, such audit report to be furnished to the City on or before ninety (90) days after the end of each fiscal year of LMMI.

ARTICLE V
Insurance, Indemnity and Release

Section 5.01. Indemnity and Release. LMMI 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. LMMI 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, LMMI 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 LMMI'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LMMI 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

LMMI, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

Section 5.02. Insurance. LMMI shall carry and require all contractors and/or subcontractors to procure and carry, at their sole cost and expense during the term of any construction of the Project, insurance protection and hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with the construction contemplated under this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which LMMI has indemnified the City, as provided in Section 5.01 hereof. A Certificate of Insurance specifying each and all coverage shall be submitted to the City no later than fifteen (15) days prior to the commencement of construction activities. LMMI shall provide to the City proof of the below-described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

A. **Builder's Risk Insurance**. LMMI shall require through written contract that each and every contractor and subcontractor carry Builder's Risk Insurance in the amount of one hundred percent (100%) of the prices of each contract relating to the construction activities contemplated in this Agreement.

B. **General Liability Insurance**. LMMI shall require through written contract that each and every contractor and subcontractor carry general liability insurance with Limits of $500,000 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policies.

C. **Auto Liability Insurance**. LMMI shall require through written contract that each and every contractor and subcontractor carry auto liability insurance with Limits of $300,000 combined single limit in the aggregate and per occurrence.

D. **Worker's Compensation**. LMMI shall require through written contract that each and every contractor and subcontractor obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, LMMI shall ensure that each and every contractor and subcontractor shall maintain said coverage throughout the term of the Agreement and LMMI shall ensure that each and every contractor and subcontractor shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that any such contractors and/or subcontractors maintain said coverage. Any termination of worker's compensations insurance coverage by such contractors and/or subcontractors or any cancellation of

nonrenewal of worker's compensation insurance coverage for such contractors and/or subcontractors shall be a material breach of this Agreement. Such policies shall contain a waiver of subrogation in favor of the City of Lubbock.

Section 5.03. Reservation of Rights. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

ARTICLE VI
Warranties, Covenants and Representations of LMMI

Section 6.01. Existence. LMMI is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly qualified to carry on its business in the State of Texas.

Section 6.02. Power. LMMI has the corporate power to enter into and perform this Agreement and all activities contemplated hereby.

Section 6.03. Authorization. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of LMMI.

ARTICLE VII
Events of Default and Remedies

Section 7.01. Default. An Event of Default (therein so called) shall exist if anyone or more of the following events shall occur:

(a) Any representation or warranty made by LMMI is this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;

(b) LMMI shall default, in any way, manner or form, in the performance of any of the covenants, provisions and/or terms of this Agreement;

(c) IMMI shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervener, or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) file a petition or answer seeking reorganization or an arrangement with creditors or to take

advantage of any bankruptcy or insolvency laws, (iv) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceedings, or (v) fail to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final; or

(d) LMMI shall default in the payment of any material indebtedness of LMMI.

Section 7.02. Remedies upon Event of Default. If an Event of Default shall have occurred and be continuing, then the City, at its option may (i) declare this Agreement, and all rights and interests created by it, terminated and LMMI shall reimburse the City any and all sums provided by the City to LMMI under this Agreement, or otherwise; (ii) assert an action for damages, including, but not limited to, recovery of any and all sums provided by the City to LMMI under this Agreement and/or pursuant to law or equity; and/or (iii) pursue and enforce any rights of the City as provided under or pursuant to any applicable law or this Agreement.

In the event the City elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the City's election to terminate was the day originally fixed in this Agreement for its expiration.

ARTICLE VII
Miscellaneous

Section 8.01. No Waiver. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

Section 8.02. City Rights. 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 8.03. Notice. Any notice required or permitted to be given herein must be given in writing and must be personally delivered, delivered by telephonic facsimile, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

City:

Freddy Chavez
Director of Civic Services
P. O. Box 2000
(806) 775-2236
Fax: (806) 775-3240

Lubbock Moonlight Musicals:

Gerald Dolter
Associate Professor of Music, Voice
Director, TTU Music Theatre
P. O. Box 42033
Lubbock, TX 79409
(806)-742-2270 x267
gerald.dolter@ttu.edu

Any such notice or other communication shall deemed to have been given (whether actually received or not) on the date it is personally delivered or delivered by telephonic facsimile, or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 8.03.

Section 8.04. Assignment/Sublet. This license is personal to LMMI. LMMI shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 8.05. City. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by "the City", shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

Section 8.06. Relationship of Parties. The relationship between the City and LMMI 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 8.07. Compliance with Applicable Law. LMMI 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, the operation of the Project, and/or any other aspect of the activities described in this Agreement, including, without limitation those regarding to access of the facilities by handicapped persons and the storage, display and alternation of antiquities.

Section 8.08. Time of the Essence. Time is of the essence of this Agreement.

Section 8.09. Texas Law/Venue. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

Section 8.10. Partial Invalidity. If anyone 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 8.11. Agreements Superseded. This Agreement constitutes the parties' sole agreement and superseded any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 8.12. Amendment. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 8.13. Attorney's Fees. If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

Section 8.14. Exhibits. The exhibits which are referenced in, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.

Section 8.15. Captions. Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 8.16. License Agreement. The intent of this Agreement is to grant a license to LMMI to utilize the Lands solely for the purposes described herein. This Agreement shall not be construed, in any way, manner or form, as a lease of the Lands or as conveying to LMMI any interest in the real property comprising the Lands.

Executed and effective as of the date of the execution hereof by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

Date executed: _____

LUBBOCK MOONLIGHT MUSICALS, INC.

BY: _____
Name: GERALD DOUGET
Title: GENERAL DIRECTOR
Date executed: 8/22/2012

ATTEST:

_____
Rebecca Garza,City Secretary

APPROVED AS TO CONTENT:

_____
Freddy Chavez, Director of Civic Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

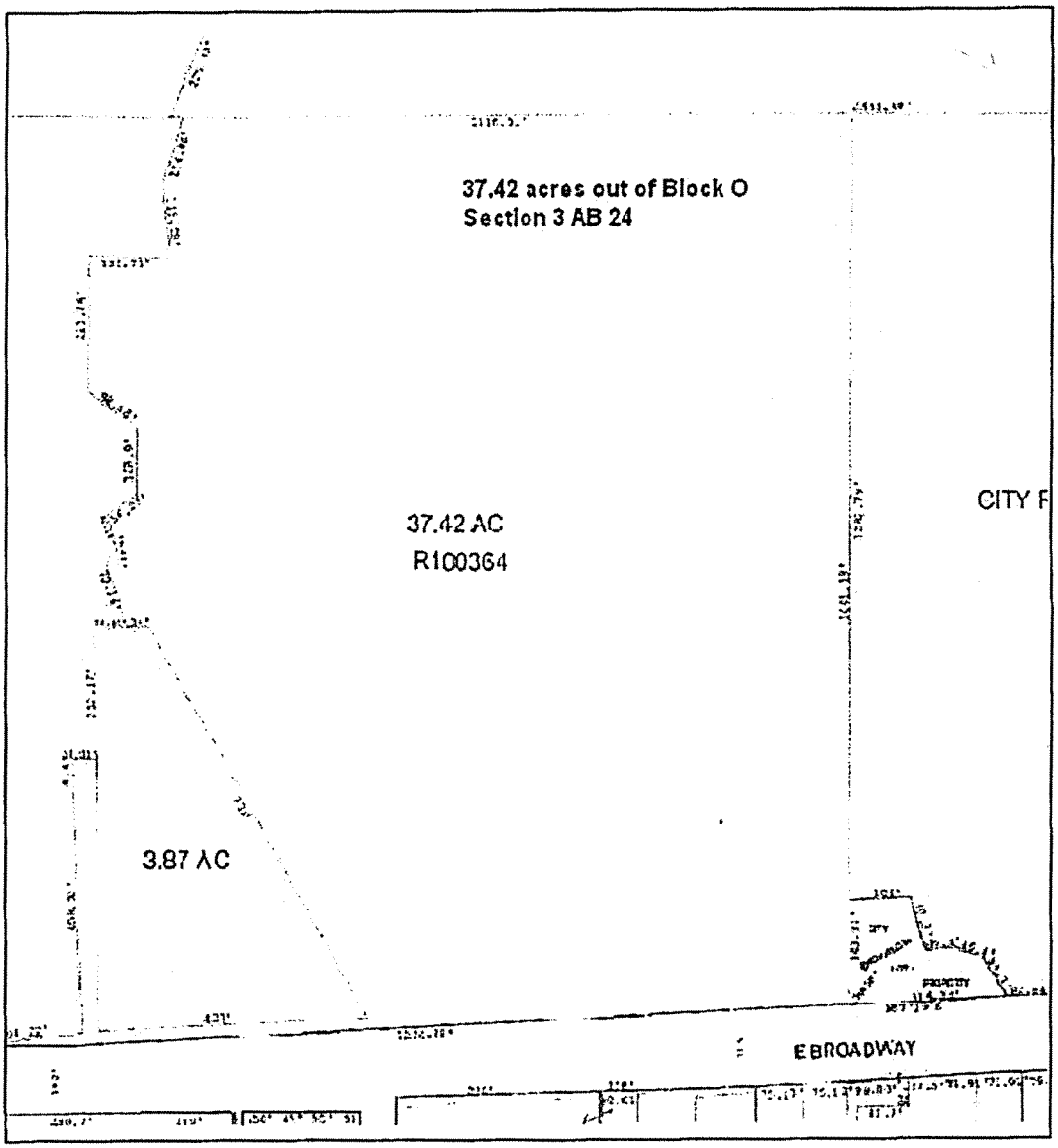
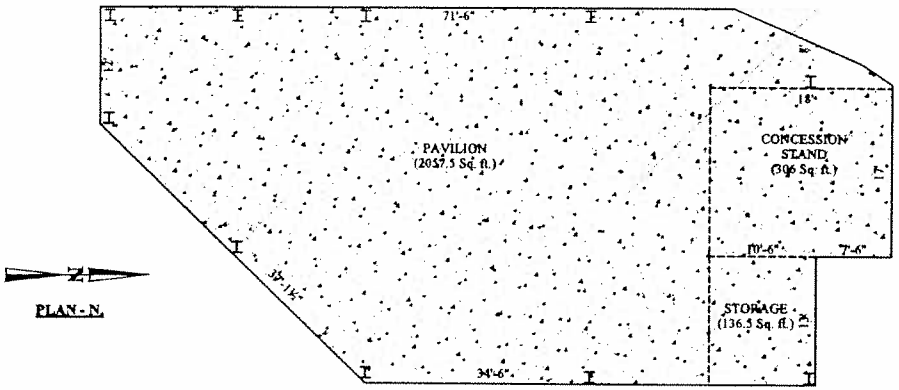


Exhibit A

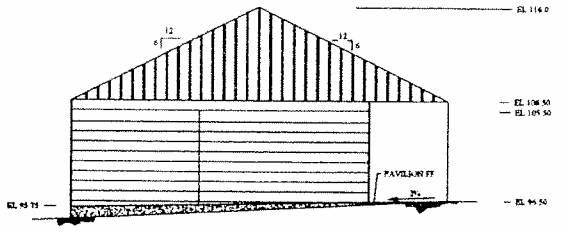
37.42 acres out of Block O Section 3 AB 24
413 East Broadway
Lubbock, TX 79403

EXHIBIT B

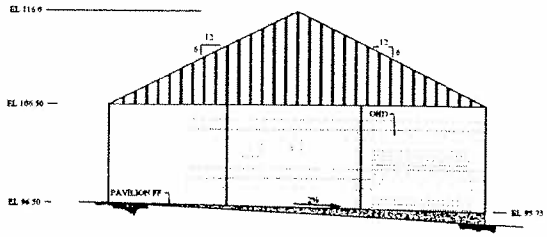


PLAN - N.

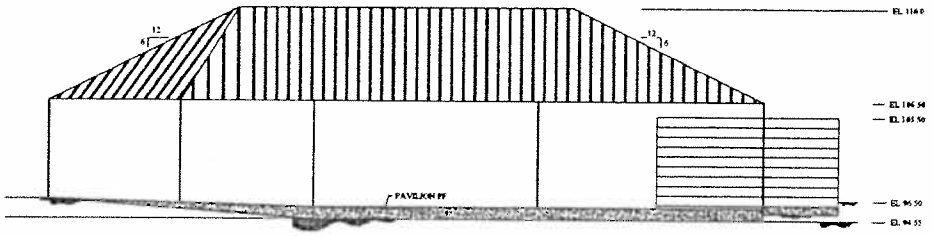
PAVILION FLOOR PLAN
SCALE: 3/16" = 1'-0"



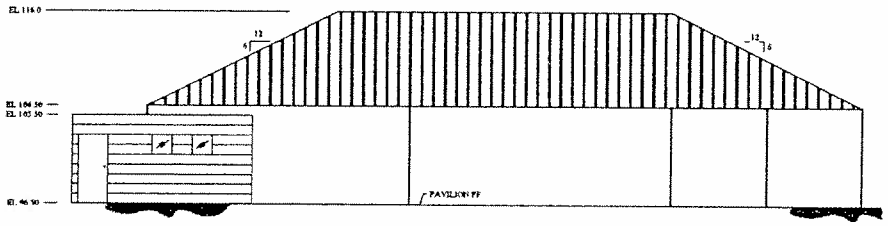
N. ELEVATION



S. ELEVATION



E. ELEVATION



W. ELEVATION

THIS DOCUMENT RELEASED FOR THE PURPOSES OF REVIEW UNDER THE AUTHORITY OF CHESTER T. CARTHEL, P.E. (TX LIC. NO. 66468) ON FEBRUARY 12, 2012. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES

CARTHEL ENGINEERING SOLUTIONS
4409 71ST STREET
LUBBOCK, TEXAS 79424
(PH) 806-687-8322 (FAX) 806-687-8323
TX ENG. FIRM F-9214

PAVILION FLOOR PLAN

MACKENZIE PARK AMPHITHEATER

DATE:16 MAY 12
DRAWN: MGM
CHECKED: CTC
JOB #

REVISIONS

NO	DATE	DESCRIPTION

SHEET NO.
2

Regular City Council Meeting **5. 15.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 10834 with West Texas Paving, Inc., for drainage improvements at the Caliche Canyon Landfill, ITB 12-10834-RH.

Item Summary

The Texas Commission on Environmental Quality (TCEQ) changed regulations in 30 TAC 330 Subchapter G for drainage requirements at landfills that are currently operating. Caliche Canyon Landfill was developed under previous regulation and it needs improvements to become compliant with the current regulations.

The drainage improvements will require excavation and grading to install drainage channels, ditch checks, and culverts. Two drainage channels will be constructed on the Northern and Southern sides of the active disposal cell and a third channel will be constructed along the Eastern property boundary that intersects Blackwater Draw. The drainage channels will contain a proposed 20 ditch checks. In addition, a rock riprap letdown structure will be constructed near the Southeastern corner of the property.

The FAA requires that the landfill maintain an on-site soil berm to assist with their operations at the Lubbock Preston Smith Airport. This berm will be cut, drainage culverts installed, and soil replaced.

The disturbed soil generated during construction of the drainage improvements must be seeded in order to maintain compliance with the TCEQ storm water permit regulations requiring erosion and sedimentation control and slope stabilization on ditches and berms.

In addition to the drainage improvements, the contract includes two alternate additive bids for perimeter fencing. The fencing will be a combination of replacing and installing new fencing after the drainage improvements are completed. The fencing will bring the facility into compliance with TCEQ access control regulations in 30 TAC 330.131 which states that public access to municipal solid waste facilities must be controlled to protect human health and safety and the environment.

Bidder	Base Bid	Alt 1	Alt 2	Total
West Texas Paving, Inc., of Lubbock, TX	$194,730	25,400	30,000	$250,130
L. D. Kemp Excavation, of Fort Worth, TX	279,285	27,940	31,500	338,725

Staff recommends contract award to the lowest bidder, West Texas Paving, Inc. for $250,130, which includes $25,400 for a Northern perimeter chain link fence and $30,000 for a Southern perimeter chain link fence. Time for completion is 300 days, and liquidated damages are $600 per day.

Fiscal Impact

$279,910 is appropriated in Capital Improvement Project 92247, Landfill 69 and 2252 Drainage Improvements, with $242,544 available for this purpose. The remaining $7,586 is available in the Solid Waste operating budget, account no. 5515.8292. The total amount is $250,130.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Reso and PW 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 Contract No. 10834 for Drainage Improvements for the City of Lubbock Landfill – Caliche Canyon services, by and between the City of Lubbock and West Texas Paving, Inc. of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

sj/ccdocs/Chad/Resolutions/RES.Contract-West Texas Paving, Inc.
September 27, 2012

BID SUBMITTAL
UNIT PRICE BID CONTRACT

DATE: 9-5-12

ITB 12-10834-RH, DRAINAGE IMPROVEMENTS FOR THE CITY OF LUBBOCK LANDFILL-CALICHE CANYON

Bid of West Texas Paving, 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 **DRAINAGE IMPROVEMENTS FOR THE CITY OF LUBBOCK LANDFILL - CALICHE CANYON**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

BASE BID – DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT (Estimated Quantity multiplied by the Unit Price)
1	Mobilization/Demobilization **(Maximum of 3% of total bid)**	LS	1	$ 5,000.00	$ 5,000.00
2	Excavation	CY	5,490	$ 12.00	$ 65,880.00
3	Embankment Fill	CY	210	$ 20.00	$ 4,200.00
4	Culvert Piping	LF	180	$ 100.00	$ 18,000.00
5	Concrete Headwall	EA	2	$ 6,000.00	$ 12,000.00
6	Ditch Check	EA	20	$ 3,000.00	$ 60,000.00
7	Let-Down Structure	LS	1	$ 12,000.00	$ 12,000.00
8	Seeding	AC	3	$ 750.00	$ 2,250.00
9	Erosion Control	LS	1	$ 15,000.00	$ 15,000.00
10	Tree Removal	EA	2	$ 200.00	$ 400.00
				TOTAL BASE BID (ITEMS 1 – 10)	$ 194,730.00

ALTERNATE 1 – (ADDITIVE) NORTH CHAIN LINK FENCE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT (Estimated Quantity multiplied by the Unit Price)
A1-1	Chain Link Fence	LF	1,270	$ 20.00	$ 25,400.00
				TOTAL BID ITEM (Alternate 1-1)	$ 25,400.00

ALTERNATE 2 – (ADDITIVE) NORTH CHAIN LINK FENCE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT (Estimated Quantity multiplied by the Unit Price)
A2-1	Chain Link Fence	LF	1,500	$ 20.00	$ 30,000.00
				TOTAL BID ITEM (Alternate 2-1)	$ 30,000.00

Bidder's Initials

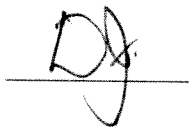
Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **(90) NINETY CALENDAR DAYS** and a total of **(120) ONE HUNDRED TWENTY CALENDAR DAYS** for **final completion** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$722.00 (SEVEN-HUNDRED TWENTY-TWO DOLLARS)** for each 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 **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.



Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of _____ Dollars ($_____), 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: 9-5-12

Darrell Jarnagin
Authorized Signature

DARRELL JARNAGIN
(Printed or Typed Name)

WEST TEXAS PAVING, INC.
Company

P.O Box 64187
Address

LUBBOCK, LUBBOCK
City, County

TX, 79464
State, Zip Code

Telephone: 806 - 863-2142

Fax: 806 - 80-3550

(Seal if Bidder is a Corporation)

ATTEST:

Andrea Jarnagin
Secretary

Bidder acknowledges receipt of the following addenda:

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

EMAIL: WESTTEXASPAVING@SPTC.NET

M/WBE Firm:

✓	Woman		Black American		Native American
	Hispanic American	✓	Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
October 11, 2012

Capital Project Number:	92247
Capital Project Name:	Landfill 69 & 2252 Drainage Improvements
Cost Center Number:	5515.8302
Cost Center Name:	Land Maintenance - Fences

	5515.8292	92247	Total
Encumbered/Expended			
Parkhill Smith and Cooper Contract	$ -	36,958	36,958
Bid Cost		408	408
Agenda Items October 11, 2012			
West Texas Paving	2,586	242,544	245,130
Encumbered/Expended To Date	2,586	279,910	282,496
Estimated Costs for Remaining Appropriation			
Construction	49,409	-	49,409
Remaining Appropriation	49,409	-	49,409
Total Appropriation	$ 51,995	279,910	331,905

Managing Department **Solid Waste Disposal**

Project Manager **Catrennia Williamson**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope
Improve existing drainage systems and installation of new drainage systems at both City landfills.

Project Justification
The project is required by State law for both City landfills. Texas Commission on Environmental Quality (TCEQ) implemented the requirement in 2006. The drainage plan for both City landfills was approved by TCEQ in February 2010.

Project History
$552,900 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced funding by $272,990 in FY 2010-11, management reduction, December 21, 2010.

			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	104,950	0	0	0	0	0	0	104,950
Design and Engineering	174,960	0	0	0	0	0	0	174,960
Total Project Appropriation	279,910	0	0	0	0	0	0	279,910

			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 Solid Waste Revenue CO's	134,330	0	0	0	0	0	0	134,330
FY 2011 Solid Waste Revenue CO's	145,580	0	0	0	0	0	0	145,580
Total Funding Sources	279,910	0	0	0	0	0	0	279,910

Regular City Council Meeting **5. 16.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute a Contract for FY 2012-13 and all related documents with the Lubbock Metropolitan Planning Organization (LMPO).

Item Summary

The City of Lubbock LMPO is required to produce new reports on a regular basis. This contract will reimburse the City of Lubbock for the expense of preparing the required reports. Citibus staff will produce the reports based on the collection of new data, or by updating existing reports, to satisfy maintenance of eligibility standards required by Federal agencies. Required reporting includes, but is not limited to, Technical Study Report, reporting in the National Transit Database, Federal Financial Status Reports, Federal Milestone Status Reports, preparation of and reporting for the Disadvantaged Business Enterprise (DBE) Program, and the update of the Safety and Security Plan.

Term of the contract is October 1, 2012 through September 30, 2013.

Fiscal Impact

The funds used are from the FY 2012-13 budget of the LMPO. The maximum reimbursement will be $53,700 for the project.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - LMPO

Contract - Citibus

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 Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization to produce new reports based on the collection of new data, to update existing reports, and to produce any other related documents, in order to satisfy the maintenance of eligibility standards as required by federal agencies for fiscal year 2012-2013. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Jr.
Citibus Liaison

APPROVED AS TO FORM:

_____
Laura Pratt
Assistant City Attorney

Resolution - MPO Consultant City of Lubbock - Citibus FY 12-13
09.17.12

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT

THE STATE OF TEXAS)(

COUNTY OF LUBBOCK)(KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtask 3.2 of the 2012 – 2013 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on

October 1, 2012, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on September 30, 2013, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Attachment A, Approved Project Description, and in accordance with all terms and conditions included hereinafter.

The MPO shall provide assistance as appropriate and as specified in said Attachment A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of

$ 53,700.00. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant.

All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation.

To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Attachment A, Scope of Services. All costs must be supported by source documents which comply with generally accepted accounting practices.

Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1

The consideration to be paid for the Services to be provided the MPO as described in Exhibit A shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2

It is understood by the MPO that in some cases the tasks listed in Attachment A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

1. The number of man-hours used to perform the task.

2. Cost per man-hours.

3. Any other cost associated with producing the task.

4. An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary.

5. Completed timesheets of the individuals working on each task that are used to seek reimbursement.

6. Total amount of reimbursement sought for the tasks.

Article 3.3

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum
(1) a comparison of actual accomplishments to the goals established for the period,
(2) reasons why established goals were not met, if appropriate, and
(3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.

The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, 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

accompanied by a statement of the action taken, or contemplated, and any 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 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO.

Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant 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 of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant 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 and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract.

Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

- withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.
- The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

1. *DBE Exemption*: Pursuant to written ruling from the US DOT dated July 26, 2012 (Appendix C) this consultant contract is exempt from DBE requirements.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans

will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134).

The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant 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 under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant 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, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO 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 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract.

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Article 30. Miscellaneous

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 MPO:

H. David Jones, Transportation Planning Director
Lubbock Metropolitan Planning Organization
916 Main Street, Suite 445
Lubbock, Texas 79401
Facsimile: (806) 775-1675

w/ copy to:

City Attorney
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Consultant:

Bill Howerton, Citibus Liaison
Maurice Pearl, General Manager Citibus
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

Article 31. Venue

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. 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.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant 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.

Article 32.1.

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

Article 32.2.

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 of 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.

Article 32.3

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 32.4

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

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Exhibit A - Scope of Services

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2013, and that the Project shall be completed in full before said date except as otherwise provided for in Article 4, Contract Amendments.

The stated purpose of this project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

- Technical Study Report (annually);
- National Transit Database reporting and related data collection and analysis (monthly/annually);
- Grant application preparation (as required);
- Federal Financial Status reports (monthly);
- Federal Milestone Status Reports (quarterly);
- DBE program preparation and reports (annually);
- Safety and Security Plan update (annually);

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

- Comprehensive Fixed Route System Analysis – fixed route study would assist staff in analyzing the effectiveness of the existing route system and potential changes that would optimize available equipment and personnel resources; would also assist in determining alternatives that could be implemented if future funding shortages occurred. Funding would derive from TxDOT Section 5304 discretionary planning funds.
- Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. Project would be completed with available staff resources.
- Regional Coordination Plan – this plan, which incorporates annual revisions, updated statistics, and approved deliverables as prepared by Citibus staff, will be updated with the participation and input of the South Plains Regional Coordination Group. Funding is derived from TxDOT Section 5304 planning funds.

- ADA Paratransit Plan – Citibus staff intends on developing a formal ADA Paratransit Plan that would incorporate a description of demand response procedures and processes, fare structures, passenger certification process and general service information. Project would be completed with available staff resources.

At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2013 unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2012.

MPO

Tom Head, Lubbock County Judge, Chair
Transportation Policy Committee

ATTEST:

Tera Davis, MPO Secretary

AS TO CONTENT:

H. David Jones
Transportation Planning Director

AS TO FORM:

Laura Pratt
Assistant City Attorney

CONSULTANT

Glen Robertson, Mayor
City of Lubbock

Rebecca Garza, City Secretary
Date: _____

Bill Howerton, Director
Community Development/Citibus Liaison

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONTRACTOR,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this certification.

*federal, state or local

_____
Authorized Signatory, Title

_____
Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Authorized Signatory, Title

_____
Date

U.S. Department of Transportation
Federal Highway Administration

Texas Division

July 26, 2012

300 E 8th Street
Austin, Texas 78705
Phone: 512-536-5900
Fax: 512-536-5990
www.fhwa.dot.gov/txdiv

In Reply Refer To:
HPP-TX

Mr. James L. Randall
Division Director
Transportation Planning and Programming (TPP) Division
Texas Department of Transportation
Austin, Texas 78701

Dear Mr. Randall:

Based on recent discussions with TPP and Texas' MPOs, your staff requested guidance on the need to include Disadvantaged Business Enterprise (DBE) program requirements in the planning agreements between the Department and the MPOs. Based on guidance from our Office of Chief Counsel, planning activities covered by the agreement using FHWA PL funding are not subject to the DBE requirements.

If you have other questions, please call.

Sincerely yours,

Michael T. Leary
Director, Planning and
Program Development

Regular City Council Meeting **5. 17.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute a Section 5304 Grant, Contract 51305F7134, with the Texas Department of Transportation (TxDOT), for Citibus fixed route system analysis.

Item Summary

TxDOT has awarded $100,000 of public transportation funds to the City of Lubbock to be used for a fixed route analysis. The purpose of the fixed route study is to have the fixed route service analyzed to determine the efficiency of the service, future route possibilities, and if there are underserved areas. Although Citibus has conducted various route studies in-house, the last comprehensive analysis conducted by a consultant was in 1991. Since that study was conducted, the population and land area of the city have expanded. The coverage of the route system, however, remains much as it was in 1991, leaving areas of the city un-(or under)-served. A review of the system, as it currently exists, is required in order to determine areas that are well-served and areas that require further improvement.

Citibus applied for Transportation Development Credits to be used as the local match for this grant; however, the Transportation Commission awarded cash, not Transportation Development Credits. The contract becomes effective when fully executed by both parties. The contract shall terminate on September 31, 2013.

Fiscal Impact

No local match will be required for these funds. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Fixed Route System
Grant Agreement - Fixed Route Study
Minute Order - Citibus Route Study

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 Section 5304 Grant, Contract No. 51305F7134 with the Texas Department of Transportation for a fixed route system analysis, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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- Sec.5304 Grant Agrmt
September 26, 2012

PGA: SECTION 5304 FEDERAL- PLANNING
TRANSIT PROVIDER: **Citibus**
FTA GRANT #: **TX-80-X-021**
CFDA #: **20.515**
TXDOT PROJECT #: **PLN 1301(05)**
PROJECT GRANT AGREEMENT #: **51305F7134**
MASTER GRANT AGREEMENT #: **512XXF7081**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL PLANNING
FISCAL YEAR 2013
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **City of Lubbock (Citibus)** , called the "Transit Provider."

WITNESSETH

WHEREAS, 49 United States Code Section 5304, Planning, provides that eligible recipients may receive federal funds for public transportation planning; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Texas Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5304 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2013 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number **113232**; and

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **October 1, 2012**, whichever is later. This PGA shall remain in effect until **September 31, 2013**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I (if applicable) and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and 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 amount payable under this PGA without modification is **100,000.00** and **0** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, Attachment B and Attachment C.

The original and one copy of the invoice are to be submitted to the following address:

Texas Department of Transportation
Attn: Lynn Castle
Public Transportation Coordinator
135 Slayton Road
Lubbock, Texas 79404-5201

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, 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 Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

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

_____
Typed, Printed, or Stamped Name

_____
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
B - Project Budget
C – Coordinated Call Application dated 10/13/2011

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton
Community Development Director

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

1. The Citibus Section 5304, State Planning Proposal, dated October 13, 2011, is incorporated into this PGA as Attachment C and outlines the scope of work to be performed by a consultant.

2. The timeline on page 16 of the proposal is adopted as the official timeline for the project.

3. The consultant contract will contain a timeline, specific deliverables, and a line item budget.

4. TxDOT will approve the scope of services in advance of the execution of a contract between the transit provider and the consultant.

ATTACHMENT B
PROJECT BUDGET

1. The budget on Attachment C pages 29-30 reflects a request for transportation development credits in lieu of local, non-federal match. Instead, the Transportation Commission awarded cash, not transportation development credits.

2. As a result, funding for this project is as follows:

FTA Section 5304	$ 80,000
State funds from TxDOT	20,000
Transportation Development Credits	0
Total	$100,000

3. A line item budget will be developed as part of the consultant contract.

ATTACHMENT C

Application for State Planning Funding
October 13, 2011

Follows

citibus

P.O. Box 2000 Lubbock, Tx 79457
801 Texas Ave , Lubbock, Tx 79401

p 806. 712. 2000
f 806 712 2012

www citibus.com

October 13, 2011

Mr. Eric Gleason
Director
Public Transportation Division
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

Dear Mr. Gleason,

Citibus is pleased to submit an application for State Planning funding.

In 1990, Citibus was fortunate to contract with Linda Cherrington for a fixed route system analysis. The product of that project yielded a pulsing, fixed route structure that was able to take Lubbock public transportation into the 21st century. However, in recent years, our community has witnessed tremendous residential and commercial growth, with very few additional dollars to support expanded route opportunities.

It is our hope that by seeking State Planning funds to support an updated route analysis, the agency's route efficiency and geographic coverage can be enhanced. Additionally, by engaging in this project, Citibus is developing a contingency route plan in the event that future federal funding shortfalls force us to reduce route services. This proposal will also improve regional connectivity, as Lubbock serves as the hub of the South Plains region, and generates economic strength from outlying rural communities as well as intercity bus passengers who pass through on Greyhound.

We request your consideration of this route analysis as Citibus continues to build a strong local and regional transportation legacy for our citizens.

Sincerely,

John L. Wilson
General Manager

citibus

SECTION 5304
STATE PLANNING PROPOSAL
FY13 TXDOT COORDINATED CALL

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PROPOSER INFORMATION

1. Legal Name of Proposer: Citibus/City of Lubbock

2. Name of Parent Company, if applicable: **N/A**

3. Proposer Physical Address Information (must include all the following information):

Physical Address:	**801 Texas Avenue**
City:	**Lubbock**
County:	**Lubbock**
State:	**Texas**
Zip Code:	**79401**

4. Proposer Mailing Address Information if different:

Mailing Address:	**PO Box 2000**
City:	**Lubbock**
County:	**Lubbock**
State:	**Texas**
Zip Code:	**79457**

5. Website URL, if available: **www.citibus.com**

6. Payee Identification (PIN) Number (14 digits): **17560005906001**

7. Type of Organization (Mark all that are applicable):

- ☐ Rural Transit District
- ☒ Urban Transit District
- ☐ Metropolitan Planning Organization
- ☐ Metropolitan Transit Authority
- ☐ Governmental Entity
- ☐ Native American Tribe / Indian Tribal Organization
- ☐ Private Non-Profit Organization
- ☐ Private For-Profit Organization
- ☐ Private Consultant
- ☐ State Transit Association
- ☐ University
- ☐ Other: _____

7. Primary Contact

Name: **John L. Wilson**
Title: **General Manager**
Phone: **806-712-2001**
Fax: **806-712-2012**
Email: **jwilson@citibus.com**

8. Financial Officer

Name: **Michael Mangum**
Title: **CFO/Assistant General Manager**
Phone: **806-712-2005**
Fax: **806-712-2012**
Email: **mmangum@citibus.com**

10. Signature Authority

Name: **John L. Wilson**
Title: **General Manager**
Phone: **806-712-2001**
Fax: **806-712-2012**
Email: **jwilson@citibus.com**

11. Services to be procured competitively. List all services which you plan to procure competitively.
Fixed Route System Analysis

12. Partnering Entities Please list any and all entities that are considered partners in this application.
Citibus (Greyhound & SPARTAN are not partners, but they could benefit via connectivity.)

PROJECT SUMMARY SHEET

1. Indicate below all requested sources of funding:

☐ JARC ☐ NF ☒ SPA ☐ RTAP ☐ ICB ☐ RD

2. Project Name with Brief Project Description:

Citibus Fixed Route System Analysis

Proposal entails the selection of a consulting firm to work with Citibus staff in analyzing the fixed route system, making recommendations for improvement and developing a contingency route structure in the event that services are reduced on account of decreased funding levels.

3. Type of Project: (Capital, Marketing, Facility, Operating Assistance, Planning, Training, Technical Assistance, Research, State Administrative, Project Administration or Other):

Planning

4. List all Counties Served by this Project:

Primary: Urban Lubbock County

Secondary: Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, rural Lubbock, Lynn, Motley, Terry, and Yoakum (via rural system SPARTAN). All other counties accessible via Greyhound Lines, and any other over-the-road carriers that interline with Greyhound.

5. This project serves approximately what percentage of urbanized and nonurbanized areas?

Urbanized: 95%	Nonurbanized: 5%	Total: 100%

I. PROJECT DESCRIPTION

1.1 PROJECT DESCRIPTION

With the city of Lubbock experiencing population growth at a rapid rate, Citibus/City of Lubbock wishes to submit a request for State Planning funding to subsidize a fixed route system analysis to be completed through consultant services. The selected consulting firm will be tasked with working with Citibus staff in analyzing the existing fixed route system, making recommendations for improvement and developing a contingency route structure in the event that the agency's grant funding levels decrease. It is anticipated that the procurement and analysis process will take less than one year to complete.

In response to the city's recent 13.1% population growth and Texas Tech University's intent to add 8,000 students before 2020, the need for an analysis and reconfiguration of the fixed route system could not come at a better time. With the civic growth that our community has recently witnessed, as well as an increase in manufacturing- and industrial-based businesses relocating to Lubbock, public transportation and access to employment and educational opportunities will be at the forefront of community planning efforts for years to come.

Citibus' nine-route system serves as the city of Lubbock's only urban public transportation system. The route system navigates among roughly 50 square miles of Lubbock's 123.4 square mile land area, covering 125 total one-way lane miles. The last comprehensive route analysis occurred in 1990, and staff feels that it is imperative to revisit the route structure after 21 years. This effort is undertaken for multiple reasons, but most importantly, Citibus wishes to grow its transportation services so that Lubbock can continue to strive to become a region hub.

The selected consultant will be required to assess the existing transit system, and to recommend improvements at current funding levels, at incremental levels, and without funding constraints. They shall also seek traditional and non-traditional methods of public outreach and participation. Meetings with Citibus staff, the Lubbock Public Transit Advisory Board, the Lubbock Metropolitan Planning Organization, the City of Lubbock, and other entities will also be necessary.

Through this proposal, Citibus is requesting $100,000 in State planning funds with 20,000 Transportation Development Credits to serve as local match. Requested funds would yield an enhanced fixed route system that would provide enhanced transportation connectivity for Lubbock and the surrounding counties for decades to come.

II. PROJECT PLANNING AND COORDINATION

1.2.1 COORDINATED TRANSPORTATION PLAN

The need to study the existing fixed route system for improvements is critical. This need has been conveyed multiple times in the South Plains Regional Coordination Group's *Regional Transportation Plan*, more so than any other proposed coordinated effort dating back to the implementation of the Plan in 2006. The project, as identified as both a 'Barrier' and an 'Unmet Need', is illustrated in the following passages:

Barrier	How it obstructs coordinated service
Constrained urban service area	Because of the utilization of limited Federal funds for operating assistance, Citibus is not able to grow the system to meet increasing needs. This impact ripples throughout our community and region – for example, Workforce Solutions assists residents in finding jobs, but in many cases, newly-hired individuals are unable to attain transportation to their job if it is not on the fixed route system.

(*Regional Transportation Plan,* South Plains Region, Chapter 6 – Needs Assessment, page 18)

Unmet Need	Remediation Strategy
Lack of transportation options to employment locations not on route systems	Continue to seek interested employers/employees; consider development of regional park and ride facilities; seek ways to strengthen over-the-road bus systems as well as the connections between rural and urban services.
Fixed route service expansion	Citibus continues to seek available funding to return to operating fixed route service at thirty-minute headways all day, rather than solely at peak hours. Expansion could also entail an overall restructure to the route system and/or the addition of service to unserved or underserved areas of the city.

(*Regional Transportation Plan,* South Plains Region, Chapter 6 – Needs Assessment, page 21)

If this request is selected for funding, the beneficiaries of this route analysis will not be limited to Lubbock's residents and travelers alone. Clients of SPARTAN Transportation, the rural transit provider based in Levelland, and Greyhound, the intercity bus provider, will both reap the benefits of enhanced connectivity. A restructured route system will enable their passengers to travel to any number of local destinations, including those who facilitate employment, educational, medical and social/recreational functions. Agencies that participate in the South Plains Regional Coordination Group will also stand to benefit, as their clients frequently utilize the fixed route system to get to their appointments and engagements. For example, many clients of DARS/DRS (Department of Assistive and Rehabilitative Services/Division of Rehabilitative Services), West Texas Vocational Corporation and Workforce Solutions of the South Plains use

Citibus' route services to transport their clients to necessary work placement, training and interviewing assistance throughout the 15-county region.

Citibus is confident that this analysis will "generate efficiencies that will permit increased levels of service", as stated in Texas Transportation Code Chapter 461. This analysis proposal will serve to "further the state's efforts to reduce air pollution" by cultivating the shared-ride aspect of the fixed route system, and reduce the number of passenger vehicles on the road.

1.2.2 CONSULTATION & PARTICIPATION

First and foremost, Citibus' passengers and their transportation needs are the impetus for this route analysis. A budgetary shortfall in the fall of 2011 enabled Citibus staff to seek public involvement and input on proposed service reductions that threatened to increase headways from 30 minutes at peak times to hourly all day. Comments for this proposed reduction were received, and many unmet needs were conveyed from passengers of all classes and demographics. While many of the comments were specific to route frequency, many called for later hours for workers and parents, enhanced connectivity at peak times and access to retail near the City's westernmost boundary. The outpouring of opinions from passengers, advocates, and business owners affirmed that an analysis of the existing route system was necessary.

Other groups and committees that have been consulted include Citibus' governing body, the Lubbock Public Transit Advisory Board, and the South Plains Regional Coordination Group. Both groups concur with the need to follow through with this analysis, and it is reasonable to assume that if funded by TxDOT, members of both groups could collaborate with Citibus staff in the consultant selection process.

1.2.3 OTHER COORDINATION EFFORTS

Citibus is actively engaged in planning efforts led by the Lubbock Metropolitan Planning Organization (see Letter of Endorsement in Attachment C). The proposed project is documented on page 50 of their *Lubbock Metropolitan Transportation Plan: FY 2007-2032*. Specifically, the passage calls for the completion of "boarding and alighting surveys, marketing surveys, focus groups, and other processes designed to gain insight into consumer opinions of the service." The route analysis, identified as a "Fixed Route Review", was programmed to be undertaken in FY 2007, which conveys the lack of available discretionary funding received in the years since.

Citibus also actively coordinates and employs the assistance of its governing board, the Lubbock Public Transit Advisory Board (LPTAB). This project was first proposed by a Board member in late 2009, as it was suggested that more passengers were requiring access to destinations that were not located along the fixed route service. In 2010, a request for proposal was drafted by the City of Lubbock, and five firms submitted proposals. Shortly thereafter, the project was halted because the anticipated funding never materialized. Nevertheless, the route analysis project is still supported by the LPTAB, as referenced with the Letter of Endorsement located in Attachment C.

III. DEMONSTRATION OF NEED

1.3.1 DEMONSTATED NEED

Justification for carrying out this comprehensive analysis project is evident is multiple ways. The most obvious reason why this project is critical to the future of Lubbock is on account of the duration of time that has elapsed since the last study. Performed by Linda Cherrington in 1990, the last study produced a pulse-based route system that allowed for enough local growth to take Lubbock into the 21st century. Based on passenger demand, routes have been added, removed and consolidated in recent years. A fresh perspective from a knowledgeable consultant would provide further insight on route optimization, passengers' needs, fare equity, and future route development.

Over the past year, Citibus staff has received multiple requests to incorporate neighborhoods, shopping centers and business complexes into its existing fixed route system. However, with budgetary challenges and funding uncertainty at the federal level, the agency is unable to simply incorporate a new location into the route, unless the requested destination is already located on an existing route. In no particular order, recent service requests that are unable to be immediately fulfilled with bus service include:

- Canyon West Shopping Center (Marsha Sharp Frwy @ Milwaukee Ave)
- 82nd Street & Milwaukee Ave area
- North by Northwest area (Erskine St from N Frankford to N Quaker Ave)
- Service to 82nd Street, from University Ave to Interstate 27
- Lubbock Business Park (Interstate 27 @ Yucca Lane)
- Lubbock Preston Smith International Airport

The ability to have the potential demand of these destinations assessed would affirm their possible inclusion into a future route structure. For a geographical summary of the existing service area, as well as destinations that have recently been requested, please reference the map included in Attachment B.

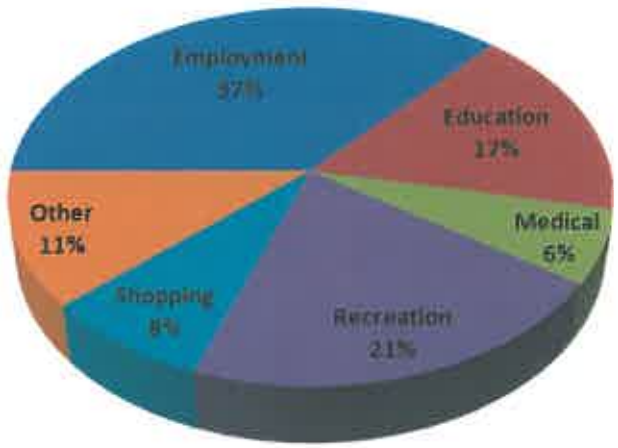
Another demonstration of need is witnessed in the growing population statistics that Lubbock is currently experiencing. Actual and projected population statistics for Lubbock and Texas Tech University are illustrated below:

City of Lubbock Population		
Year	Population	Growth
1970	149,101	-
1980	173,979	16.7%
1990	186,206	7.0%
2000	199,564	7.2%
2010	229,573	15.0%
2020*	246,102	7.2%
2030*	261,361	6.2%
2040*	266,326	1.9%
2050*	286,035	7.4%

Texas Tech Univ Fall Enrollment		
Year	Enrollment	Growth
1980	23,043	-
1985	23,457	1.8%
1990	25,363	8.1%
1995	24,185	-4.6%
2000	24,558	1.5%
2005	28,001	14.0%
2010	31,637	13.0%
2015*	35,500	12.2%
2020*	40,000	12.7%

In the population/enrollment charts shown on the previous page, the asterisk beside the year shows figures projected by either the City of Lubbock Planning Department or Texas Tech University. It's noteworthy that the 2010 population figure (229,573) came in significantly higher than the projected population of 216,116, an increase of 6.2%. As noted in the charts, Texas Tech administrators are planning on enrollment reaching 40,000 by 2020. Seeing as how Tech students comprise roughly 5-10% of fixed route ridership during the Fall/Spring semesters, these growing figures will continue to justify the need to prepare for greater utilization and local geographic coverage.

On the City of Lubbock Planning Department's website, they claim, "Employment growth is the primary factor affecting the City Of Lubbock's population trends. New job creation is necessary to retain the population growth from natural increase (number of births minus number of deaths). Without increased employment Lubbock will have a net out-migration of people." The fixed route system serves as a primary mode of transportation for passengers seeking transportation to and from their places of employment, institutes of education, and medical appointments. A 2007 Marketing Survey indicated that 71% of passengers utilize the bus service for non-recreational/non-shopping purposes. These statistics are summarized in the chart below:



Both Citibus staff and South Plains Regional Coordination Group (SPRCG) stakeholders continue to address topics such as job creation and cultivating rural and intercity bus connectivity in Lubbock and the region. These efforts can be found in two upcoming SPRCG tasks for the FY 2012 Work Plan: Task 4 – Research local businesses that have unmet needs in getting workers to/from their places of business, and Task 5 – Research effective methods for connecting individuals in rural communities to Greyhound's transportation and freight services. Additionally, with the recent construction and marketing of the Lubbock Business Park on North Interstate 27, there is no better time than now to address business connectivity through enhanced public transportation and route service analysis.

1.3.2 FINAL EXPECTED RESULT

The Fixed Route System Analysis, if funded, will fulfill the agency's needs and meet the expected result by assessing the following operational, capital and planning aspects:

- realignment of current routes
- recommendations for alternate headways
- analysis of peak service
- areas for new route development
- areas to reduce service
- analysis of Saturday headways
- recovery time
- restructuring fixed route services
- consideration of rural transit integration
- consideration of intercity bus integration
- relative cost effectiveness (projected cost per rider, per service mode)
- justification and implications of restructured services
- ridership implications
- budgetary implications
- staffing/labor implications
- capital implications
- implementation timeframes

From these recommendations, staff will attain geographically-specific routes based on existing boarding/alighting information, demographics and potential demand. Staff is not preferential to a pulsing or hub-and-spoke route design, as long as it offers passengers the necessary efficiency and connectivity that their schedules require. It is anticipated that route schedules, headways, bus stops, shelter/bench locations, and other variable factors will be constructed with assistance from internal operations staff.

Citibus staff is confident that a consultant's assessment and recommendations will re-establish a foundation on which a new, more improved route system can be developed. These recommendations, as well as the opportunity for Citibus' passengers and staff to engage in the planning process, will assist in accomplishing a successful route structure that will sustain the transportation needs of urban, rural and intercity passengers.

IV. BENEFITS OF THE PROJECT

1.4.1 GOALS, OBJECTIVES & OUTCOMES

The bulk of the goals associated with the restructuring of the fixed route system center on increasing operational efficiency. This will be accomplished through a number of methods, but specifically, the analysis should focus on reducing travel times, increasing the service area, and increasing ridership. As stated previously, recommendations should also include ways to better integrate Citibus' route system with Greyhound and with regional rural transit providers.

1.4.2 GOALS & OBJECTIVES SUPPORT OUTCOMES

In previous years, fixed route ridership has generated just under one million passenger trips (not including Texas Tech campus service). It is imperative that this number be increased, with an ideal outcome of 1,000,000 to 1,500,000 annual passenger trips. A ridership figure within this range would confirm greater utilization of our public transportation service within the community, which will enhance federal and state formula-based funding allocations. Pertaining to individual routes, Citibus staff and Lubbock Public Transit Advisory Board members consider route elimination if any given route is a consistent low-performer, meaning, the route measures below 60 percent of the system average in one of four categories. Ultimately, it would be highly beneficial if all restructured routes performed in the 80-90 percentile or above.

Improved efficiency is also visible through contingency planning. In an economic environment of funding shortfalls, constrained budgets and other financial challenges, it is imperative to have a backup plan, particularly as it pertains to the operational aspect of the organization. Staff has determined that having a contingency fixed route system would be highly beneficial in the event that service reductions are necessary based on funding decreases. This "Plan B" route structure will likely include abbreviated routes and longer headways operated by fewer bus operators. To implement an abbreviated route structure would not be ideal to Citibus' passengers' transportation needs, however, it could still accomplish some level of bus service in the event that funding continues to decrease.

During the proposed service reduction/fare increase hearings of Fall 2011, many passengers were vocal about the existing fixed route operation, as well as changes that they would like to see if additional funding were to materialize. Passenger suggestions included, but were not limited to:

- fixed route service operating beyond 7:30pm
- better frequency during morning/afternoon peak hours
- service to new retail areas in south and west Lubbock
- route service on Sundays

It is possible that if suggested by the consultant (provided that Citibus possesses the necessary staff and equipment resources), some of these passenger suggestions could materialize. That is why it is critical to consider the needs and requests of Citibus' passengers as a critical objective of this route restructuring process.

Of particular interest to operations and managerial staff is the ability for any new, recommended routes to alleviate demand response (DRS) trips and trip costs. The agency's current cost is roughly $20 per DRS trip, which is significant considering the agency generates over 100,000 passenger trips per fiscal year. One goal of this analysis and route restructuring effort is to reduce the number of annual DRS trips to 80,000-90,000, and allowing the cost savings to offset other operating expenses.

As referred to in Section 1.3.1, the 586-acre Lubbock Business Park has recently been developed as a means to deliver "a state-of-the-art location for future business growth." Currently, six businesses, mostly manufacturing facilities in nature, occupy the site. As future development commences, there will be an estimated 42 additional lots on the site awaiting interested tenants. This area presents an ideal expansion opportunity for which Citibus will be able to take advantage. Not only would fixed route or park-and-ride service to the Lubbock Business Park affirm the agency's commitment to employment-based public transportation, it would serve to cultivate a transit culture among non-transit dependent citizens within its community. This is one of many goals that staff strives for in all of its service endeavors and through its regional coordination efforts.

1.4.3 PROJECT DUPLICATION IN OTHER LOCATIONS

This route analysis and the information generated will be specific to the Lubbock area only, and cannot be duplicated in other locations.

There are a number of 'front-end' elements in the evaluation process that could be duplicated elsewhere. For instance, many of the analysis tasks, from the public participation efforts, to the collaboration with staff members, to the collection of demographic data, are standardized. However, the 'back end' tasks, such as the geographical routing, operator scheduling and contingency planning cannot be duplicated as Lubbock has variables and considerations that are dissimilar to other communities.

1.4.4 INNOVATIVE APPROACH TO DESCRIBED NEED

Citibus staff is not immediately aware of any innovate approach(es) that could be proposed by the selected consulting staff. However, the agency is open to "outside the box" considerations, as long as it supports efforts to enhance our passengers' experience while increasing the efficiency and effectiveness of the fixed route system.

V. PROJECT/SERVICE EVALUATION

1.5.1 EVALUATION OF SUCCESS

Success for this proposed project will be measured in two phases: a) the selection of the consultant and b) the performance of the implemented routes.

Proposed consultants will be screened, interviewed and selected based on the following weighted criteria:

- **Demonstrated Related Experience (33%)**
  - Successful experience in projects of a similar type and setting
  - Demonstrated experience in coordination of projects, specifically those with multiply entities
  - Demonstrated experience in leading/facilitating public meetings
  - Timely and cost effective experience in document preparation
  - Successful experience in meeting project timetables and project budgets
- **Proposed Project Approach or Methodology (33%)**
  - Ability of consultant to provide trained and experienced staff to accomplish work in time allotted
  - Understanding the expectation and goals of Citibus
  - Description of the general approach to be taken by the consultant
- **Consultant's Fees and Costs (33%)**
  - Demonstrated successful previous budget performance and experience in meeting project budgets
  - Description of approach to budgeting and bidding
  - Techniques employed to control costs so that project stays within the established budget
  - Techniques employed to manage project so that it remains on schedule

It is imperative that the selected consultant have a significant amount of route evaluation experience, and must have success in implementing suggested routes and fare strategies. Adherence to cost is also critical, as Citibus will be relying solely on grant funding and Transportation Development Credits to support this project.

The evaluation of the restructured routes will be measured through various performance indicators, many of which have already been identified in Sections 1.4.1 and 1.4.2. The two primary measures of success are increased utilization (ridership) and enhanced efficiency (on-time performance + four performance categories).

As stated previously, an increase in ridership that would result in additional 150,000 to 500,000 passenger trips would certainly be viewed as successful. Beyond Citibus' local passengers, it is estimated that on any given weekday, Greyhound, SPARTAN and Citibus scheduled services comprise between 1,800 and 2,000 passengers, the majority of which pass through the Downtown Transfer Plaza to use the restroom, purchase a snack from the vending machine, or seek route information

from dispatch. If rural and intercity bus passengers were enticed by access to local retail and other destinations of interest, the agency could see more utilization from its intermodal passengers, enabling greater tax revenue for the City of Lubbock.

On-time performance percentages ranging from 97-100% would greatly improve customer satisfaction. Accomplishing anywhere from 1.10 to 1.40 passengers per route mile would greatly improve upon the agency's existing 0.90 to 1.00 figure, signaling a tremendous increase in efficiency. Finally, the ability of every restructured fixed route to consistently perform in the 80-90 percentile in all four performance categories (revenue per service mile, revenue per service cost, passengers per service mile, and passengers per service mile) would confirm success of the restructuring project.

Other factors, such as interest generated from new route passengers as well as those that are able to relinquish the paratransit service, are often difficult to quantify, but are viewed as measures of success. The recruitment and retention of new route passengers is crucial to sustaining the service. This effort can be cultivated through advertising campaigns and free- or reduced-ride promotions. A successful fixed route system will also have the ability to minimize the number of paratransit trips taken in lieu of route services. This requires more effort on the part of employees involved in client assessments, but the agency could experience significant short- and long-term cost savings in doing so.

Participation and buy-in from local businesses, whether through individual route/shuttle arrangements, vinyl advertising or route sponsorship deals, can greatly enhance efforts toward promoting public transportation in the community. The agency employs a Director of Sales and Marketing to cultivate regional business relationships, tout Citibus' benefits, and generate advertising revenue. Revenue brought in from vinyl wraps and in-bus advertising is able to be applied toward expenses where match funding is not readily available. If new interest is generated, and businesses and employers can get on-board with the restructured route system, success can be seen in the form of additional revenue to offset expenses.

VI. PROJECT MANAGEMENT AND PERSONNEL

1.6.1 PROJECT TIMELINE

With a tremendous amount of work necessary to complete an analysis of Citibus' fixed route system, as well as the related tasks (demographic data collection, public involvement process, meeting with bus operators and stakeholders, etc), it is estimated that this process will be completed roughly eleven months from the time the contract is signed until the analysis is completed.

See the following implementation schedule for estimated project completion.

Month	Project Task
Apr 2012	• Citibus is notified of TxDOT's intent to pursue PLN project funding through Texas Transportation Commission • Formal RFQ/RFP preparation begins
Sept 2012	• Funding awarded and Project Grant Agreement authorized • Project goes before Lubbock City Council for approval • City solicits proposals from consultants
Oct 2012	• Selection of consultant firm is made • Service contract is negotiated and scope defined • Passenger surveys/public participation element commences
Aug 2013	• All programmed phases of the Fixed Route System Analysis are completed and summarized • Final billings are submitted to TxDOT

1.6.2 PROJECT STAFF & EXPERIENCE

PROJECT STAFF

John Wilson, General Manager, will have ultimate authority over all phases and aspects of the Fixed Route System Analysis. Mr. Wilson currently serves as McDonald Transit Association's Managing Director for Texas and Oklahoma. In addition, he has served since 1983 as General Manager of Citibus in Lubbock, Texas, and Senior Vice President of McDonald Transit Associates. Mr. Wilson has been affiliated with Intercity Bus projects since the incorporation of Greyhound in 2008; he can be contacted at:

John Wilson 806-712-2001 (office)
jwilson@citibus.com

Michael Mangum, Assistant General Manager/CFO, will be responsible for all financial duties related to the State Planning project. Mr. Mangum has worked at Citibus since 2001, serving as the Chief Financial Officer and, since 2006, as the Assistant General Manager. He is responsible for all financial duties required to run the transit system and its $10 million budget. He has experience in grants management

and Federal reporting requirements. In his capacity as Assistant General Manager, he has direct supervision of other departments within the Citibus organization.

Michael Mangum 806-712-2005 (office)
mmangum@citibus.com

Brad Patrick, Compliance and Procurement Officer, will provide procurement oversight, and will serve as a liaison between Citibus and the selected consulting firm. Mr. Patrick was hired in 2010 as Compliance and Procurement Officer after having held the position of General Manager of Abilene Transit Management since 2006. His responsibilities include grant writing, preparation of the annual Technical Study Report, and other special studies and reports.

Brad Patrick 806-712-2000 x252 (office)
bpatrick@citibus.com

PROJECT MANAGER

The lead consulting firm will not be selected until proposed funding is approved by the Texas Transportation Commission. It is Citibus' intent to solicit interest from qualified consultants listed in association databases, including APTA, Texas Transit Association and South West Transit Association. Although not required, preference will be given to Texas-based consultants familiar with the importance of urban/rural/intercity bus connectivity and ongoing regional coordination efforts.

VII. PROJECT BUDGET

1.7.1 DETAILED LINE ITEM BUDGET

Illustrated below are the specific costs associated with Citibus' Fixed Route System Analysis. If Transportation Development Credits are available, Citibus will request these as a leveraging mechanism. All expenses are expected to be incurred in FY 2013.

1.7.2 TOTAL COST

According to FTA TEAM-web, the Fixed Route System Analysis would be programmed as 44.26.14 – "Planning for Transit Systems Management/Operations to Increase Ridership".

TXDOT PROJECT COST	Local	Federal	TDCs
A. Capital Costs	-	-	-
Fixed Route System Analysis	-	$100,000	20,000
B. Administrative Costs	-	-	-
C. Operating Costs	-	-	-
TOTAL PROJECT COST	**-**	**$100,000**	**20,000**

GRANT FUNDING SOURCES	Local	State	Federal
FY 2013 FTA 5304 State Planning funds	-	-	$100,000
(no local match required per TxDOT officials)	-	-	-
TOTAL FUNDING SOURCES	**-**	**-**	**$100,000**

Please see Attachment E for requested budget information.

1.7.3 LOCAL MATCH

At the time of writing, Citibus/City of Lubbock does not possess the required match to pursue the project identified in this PLN proposal. Therefore, the agency seeks Transportation Development Credits in pursuit of the Fixed Route System Analysis.

The project positively contributes to the coordination and connectivity of the region, and the agency is hopeful that it will be funded in an effort to assist in meeting the transportation needs of our community's current and future residents.

VIII. STATE TRANSPORTATION GOALS

Citibus' request for Section 5304 State Planning funding in support of a Fixed Route System Analysis supports TxDOT's goals in the following ways:

ORGANIZATIONAL STRATEGY TO ADDRESS MULTIMODAL NEEDS

This proposal to analyze and eventually restructure Citibus' fixed route system will be of tremendous value to existing passengers of the urban system, as well as those traveling by way of intercity bus (Greyhound) and the primary rural system (SPARTAN Transportation). This strategy incorporates all existing elements of regional transportation, and will be versatile enough to address future means of connectivity such as passenger rail or others that evolve in the future.

ENHANCE SAFETY

As with all transportation services provided, safety is the operational cornerstone of Citibus. With the fixed route system playing an integral role in regional connectivity, safety and utilization of defensive driving techniques is of the upmost importance. Citibus' requirement of all fixed route operators is that they engage in 160 hours of preliminary training, with two weeks spent in the classroom and two weeks spent on the road before route service begins, as well as continuing education training.

MAINTAIN EXISTING SYSTEM

The proposed Fixed Route System Analysis does not threaten the existing Texas transportation system, as all transportation services will be maintained. With recent growth in Lubbock and beyond,

ENHANCE SYSTEM CONNECTIVITY

Citibus staff feels that it would compromise our community's progress by not considering expansion of its fixed route services to enhance transportation services for those traveling through the urban and rural areas, as well as those utilizing intercity bus service.

PROMOTE CONGESTION RELIEF

Citibus' willingness to incorporate Greyhound's operation for the sake of regional intermodal coordination, speaks volumes about its intent to reduce congestion by incorporating urban, rural or intercity transportation. It is also the agency's hope that a project of this nature will enhance public transportation usage within our community, and will encourage opportunities for passengers to park-and-ride and utilize bicycles.

FACILITATE MULTIMODAL FUNDING STRATEGIES

Funding strategies among multimodal providers already exist, and can only be enhanced with expanded route infrastructure. Citibus' arrangement with Greyhound ensures that it receives a commission on all ticketing and freight sales, while Citibus and SPARTAN are beneficiaries of Medical Transportation contract revenue. Both of these funding sources are critical in offsetting the agency's expenses. Other collaborative efforts and strategies to provide revenue are frequently considered as obstacles and opportunities arise.

ATTACHMENT A – OBLIGATION CERTIFICATION

As an authorized official of the ***Citibus/City of Lubbock***

I certify to the following:

1. The organization will participate in a continuous, comprehensive dialogue throughout the life of the project including but not limited to:

   - On-site monitoring by TxDOT personnel
   - Timely submission of required reports
   - Timely written notification of events that will affect the outcome of the project.

2. The organization will comply with all applicable federal, state and local laws and regulations. This includes but is not limited to:

   - Grant agreements
   - Applicable federal program circulars and similar federal guidance
   - Safety
   - Environment
   - Accessibility.

3. The organization has the resources to provide the required match.
   * At the current time, Citibus/City of Lubbock does not possess the required match to pursue the project identified in this PLN proposal. Therefore, the agency seeks Transportation Development Credits in pursuit of the Fixed Route System Analysis. The project positively contributes to the coordination and connectivity of the region, and the agency is hopeful that it will be funded in an effort to assist in meeting the transportation needs of our City's current and future residents.

4. The organization uses generally accepted accounting standards for its financial recordkeeping functions.

5. Proposer Affirmation: This is Certification that compensation has not been received for participation in the preparation of the specifications for this RFP.

Signed: _____

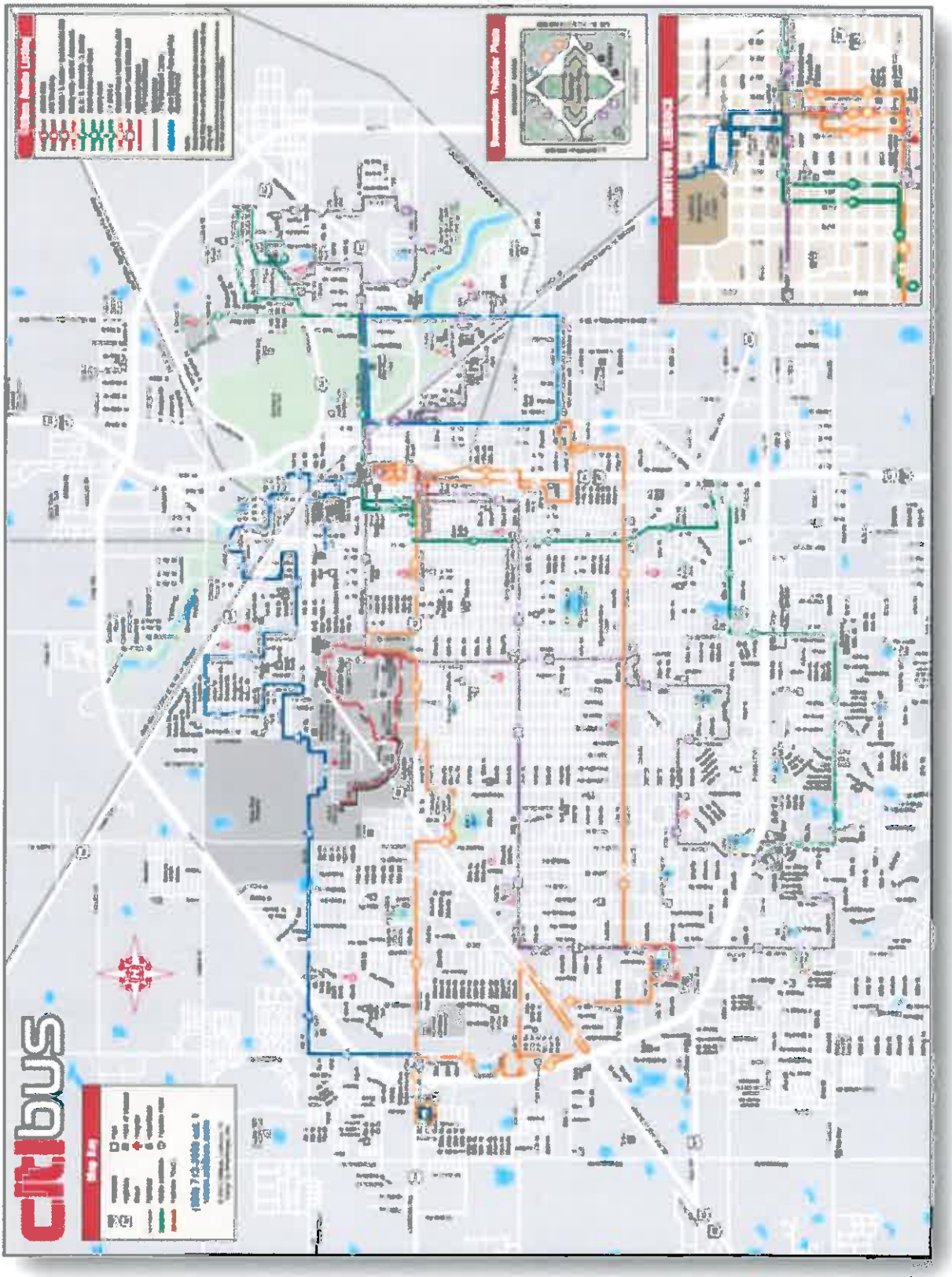
Printed/Typed Name: John L. Wilson

Title: General Manager

Date: October 13, 2011

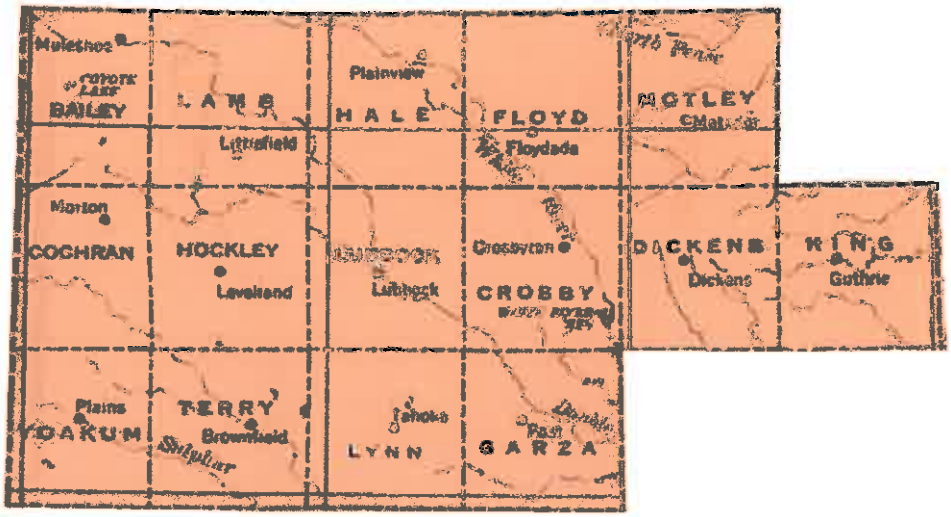
ATTACHMENT B – SERVICE AREA MAPS

Citibus Fixed Route Service Area (current)

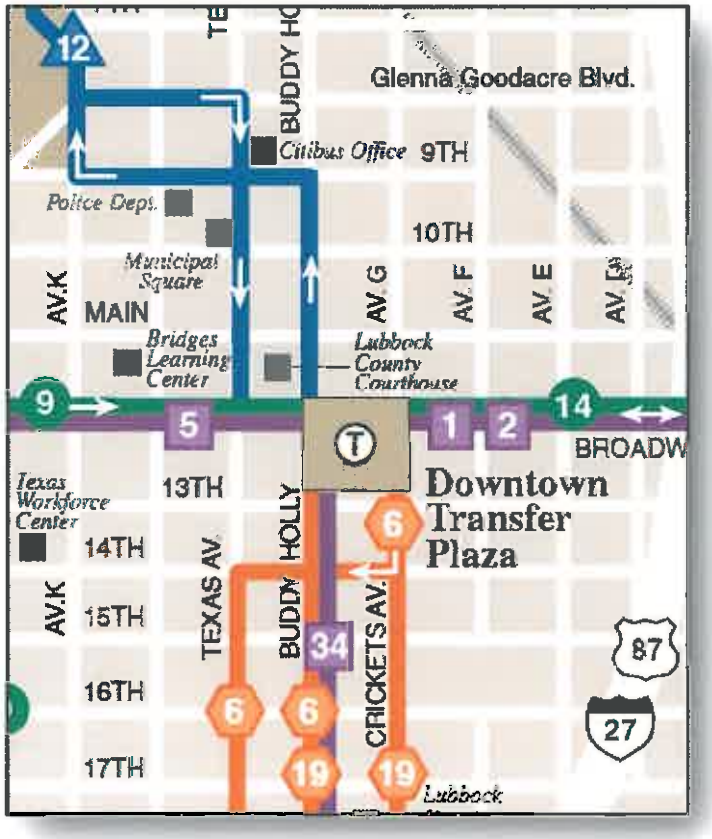


ATTACHMENT B – SERVICE AREA MAPS (continued)

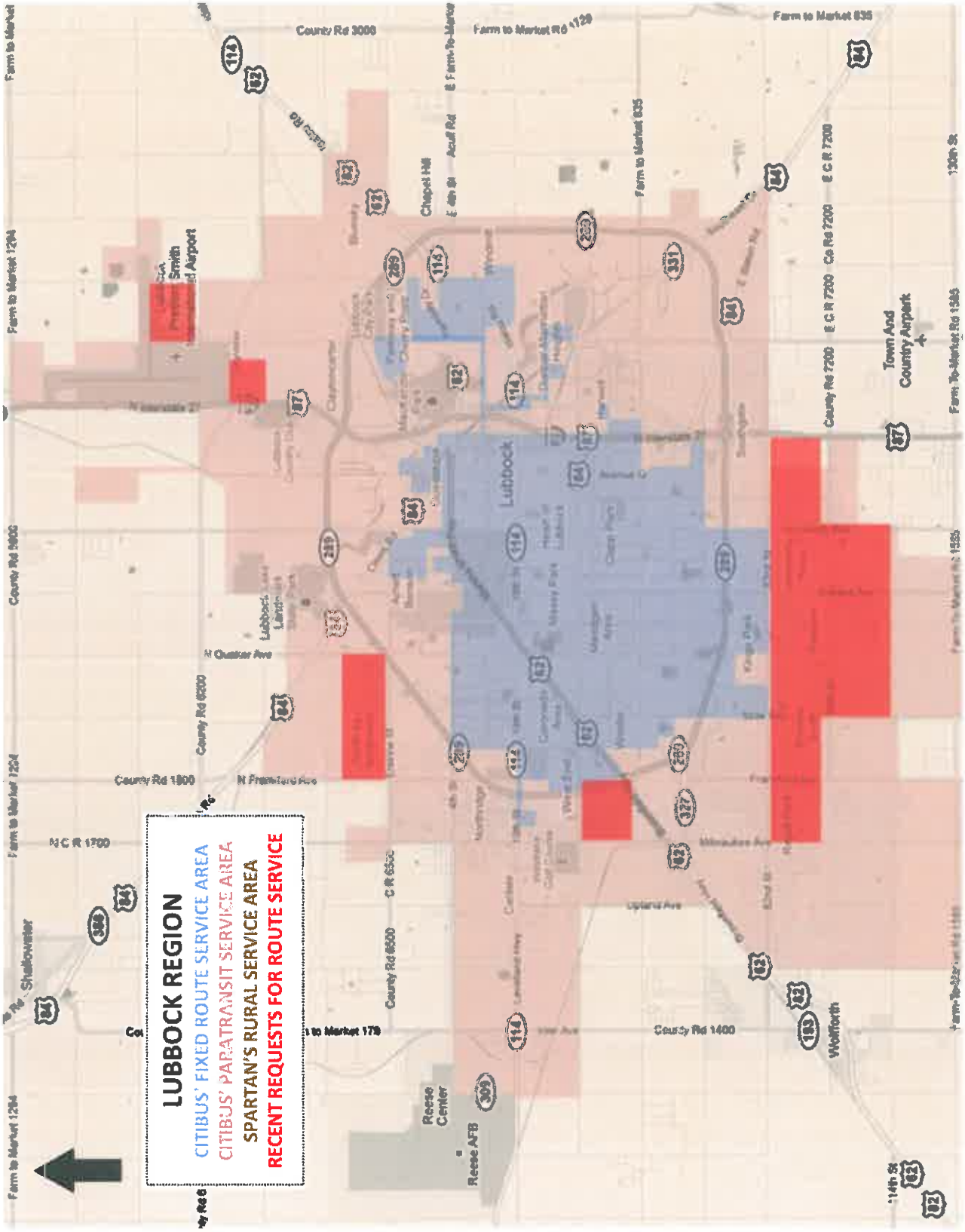
15-County South Plains Region



Downtown Transfer Plaza area map
(with Fixed Route system connectivity)



ATTACHMENT B – SERVICE AREA MAPS (continued)



ATTACHMENT C – LETTERS OF ENDORSEMENT

Letter(s) of Endorsement are the mechanism for **documenting coordination or support of the project** with the appropriate local public transportation providers, agencies that provide employment or human service transportation, and other appropriate agencies/individuals (non-financial or in-kind support).

Three (3) Letters of Endorsement are included within this State Planning proposal:

A. Lubbock Public Transit Advisory Board

B. Lubbock Metropolitan Planning Organization

C. South Plains Community Action Association/SPARTAN

CARAWAY, MCMAHON & COMPANY, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS
7822 ORLANDO AVENUE
LUBBOCK, TEXAS 79423-1942
TELEPHONE 806/795-0470
FAX 806/792-7491
WWW.LUBBOCKCPA.COM

BRYAN C. BENNETT, C.P.A./A.B.V., C.V.A. EMAIL bbennett@lubbockcpa.com

October 17, 2011

Mr. Eric Gleason
Public Transportation Division Director
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

Dear Mr. Gleason,

The Lubbock Public Transit Advisory Board supports the City of Lubbock/Citibus' grant application for the funding of a comprehensive fixed route study.

Every year, tens of thousands of local passengers rely on Citibus to get them to and from their destinations, whether for employment, medical, educational, retail, or recreational purposes. While these nine routes still serve the population effectively and efficiently, it has been determined by Citibus staff as well as the Lubbock Public Transit Advisory Board that after almost two decades, the fixed route system should be analyzed for potential improvements. Improvements and analysis of the system would identify existing and future areas of growth, shortcomings in the existing system, and would assist with determining where services can be reduced or removed in the event of future funding shortfalls.

As the Board has witnessed with recent public hearings to consider service reductions and fare increases, it is evident that our community relies heavily on Citibus' fixed route service. It is imperative to the future stability of the route system that we promote the value of the service, and that intercity travel patterns and fare strategies are assessed so that our passengers' long-term utilization of the service remains at the forefront of our decision-making process.

The fixed route system analysis would assist in promoting local and regional coordination efforts with SPARTAN Transportation and Greyhound, and the Lubbock Public Transit Advisory Board has given their full support to this effort.

Sincerely,

Bryan Bennett
Chairman, Lubbock Public Transit Advisory Board

Transportation Policy Committee
Chair
Tom Head
County Judge
Lubbock County

Vice Chair
Paul R. Dune
City Council
City of Lubbock

Tom Martin
Mayor
City of Lubbock

Patti Jones
County Commissioner
Lubbock County

J. C. Childers
Mayor
City of Wolfforth

Lee Ann Dumbauld
City Manager
City of Lubbock

Doug Fairhurst, PE
District Engineer
Texas Department of Transportation

John Wilson
General Manager
Citibus

Transportation Advisory Committee
Marsha Reed, P.E.
Chair
Chief Operating Officer
City of Lubbock

Bill McCoy
Vice-Chair
County Commissioner
Lubbock County

Mark Heinrich
County Commissioner
Lubbock County

Darrell Newsom
City Manager
City of Wolfforth

Steve Warren, PE
Director of Transportation Planning and Development
Texas Department of Transportation

Larry Hertel, PE
City Engineer
City of Lubbock

Randy Hermon
Director of Planning
City Of Lubbock

Brad Patrick
Compliance & Procurement Officer
Citibus

Nick Gleesh
Director of Public Works
Lubbock County

Thomas Esparza
Assistant Chief
Lubbock Police Department

Steve Shetley
Lieutenant
Texas Department of Public Safety

Theresa Dressel
Director of Planning
Texas Tech University

Shannon Davis
Traffic Engineer
City of Lubbock

MPO Staff

H. David Jones
Executive Director

Darrell Wennenclaud AICP
Transportation Planner

Tara Dove
Transportation Planning Technician

Lubbock Metropolitan Planning Organization

Working Together

916 Main, Suite 445 Lubbock TX 79401 806.775.1676 (fax) 806.775.1675

September 27, 2011

Mr. Eric Gleason, Director
Public Transportation Division
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

Dear Mr. Gleason:

As Executive Director of the Lubbock Metropolitan Planning Organization it is my pleasure to offer the Metropolitan Planning Organization's support to Citibus for their grant application for 5304 funding for a Fixed Route System Analysis planning study. The last route analysis/restructuring was performed twenty-one years ago and is in serious need of update. This request for grant funding will enable Citibus to enhance its fixed route efficiency, develop alternative routes, better assess customer needs, and develop contingency fare strategies.

The work to be performed in this analysis is consistent with the coordinated planning requirement pursuant to the stipulated planning activities contained in Section 5303 for metropolitan areas. I trust you will agree that the proposed activities support the economic vitality of the metropolitan area and will increase the safety, security and accessibility of the system as well as promote energy conservation.

I trust you will find the application complete and timely, and that you will give it your careful attention. Should you have any questions, or need additional backup information, please call me at 806-775-1676.

Sincerely,

H. David Jones

H. David Jones, Executive Director
Lubbock Metropolitan Planning Organization

P.O. Box 610
411 Austin
Levelland, Texas 79336
(806) 894-6104
Fax: (806) 894-1363

October 13, 2011

Eric Gleason
Director, Public Transportation Division
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701

Dear Mr. Gleason:

I am writing regarding the Citibus proposal to TxDOT requesting Section 5304 funding for the analysis and future restructuring of Citibus' fixed route system, which has not been overhauled in over two decades.

Fixed route connectivity is vital to the Lubbock community and to the region as a whole. From a rural perspective, SPARTAN's passengers that are transported into the city from any of our rural areas are dependent upon the destinations served by Citibus and its route system. Whether visiting local medical facilities or receiving employment or training from any of its educational facilities, the ability of our passengers to connect to any route from the Downtown Transfer Plaza stimulates our economy while enhancing access within our region.

This proposed project promotes regional coordination at its foundation, and I strongly believe that a system-wide route analysis would serve to strengthen the system and its connectivity for its rural and intercity passengers in the years to come.

Sincerely,

Brian Baker
Director of Transportation
SPCAA | SPRTD

ATTACHMENT D – LETTERS OF COMMITMENT

Letter(s) of Commitment is the mechanism for documenting when an entity/project partner **actively pledges support** (financial or in-kind) **and/or actual participation or use in the project**. This form of letter must state exactly what the writer is committing to provide or use, describe the nature of the commitment and be signed by a person fully authorized to bind the entity.

No Letters of Commitment have been secured, as Citibus has not been able to secure a willing donor to subsidize the proposed fixed route system analysis.

ATTACHMENT E – PROJECT BUDGET

Attachment E

RFP Project Budget Worksheet - FY 2013 (Sept 1st, 2012 to Aug 31st, 2013)

Input information in Yellow Cells

FY 2013 Budget
Page 1 of 1

Proposer Name: Citibus/City of Lubbock

Mark below each applicable Program		Project Name
PLN	X	Fixed Route System Analysis
RTAP		
ICB		
RD		
JARC SU - Small Urban		
JARC NU - Non Urban		
NF SU - Small Urban		
NF NU - Non Urban		

A. CAPITAL COSTS

Program	Description	ALI Code if known	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %	TDCs	TDC's %	TDC's Yes /No	Fuel Type
PLN	Fixed Route System Analysis	44.26.14	$100,000.00	$100,000.00	100.0%							20,000.00	20.0%	Yes	-
	Capital Subtotal		$100,000.00	$100,000.00	100.0%							20,000.00	20.0%		

B. ADMINISTRATIVE/OFFICE COSTS

Program	Description	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %
	Administrative Subtotal									

C. OPERATING COSTS

Program	Description	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %
	Gross Operating Subtotal									
	Fare Box Revenue									
	Net Operating Subtotal									

Budget Totals:	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %	TDCs	Total %
	$100,000.00	$100,000.00	100.0%							20,000.00	100.00%

Summary of Local Funds

Summary of Matching Funds
Note: Include all state and local funds that will be used to match the federal funds.

Source of Funds	Amounts
Total of Above Local Funds	
Total of Local Budget Totals	
Difference	

Agency has enough local funds.

Percentage of Budget - Federal Funds Only		
Capital Cost	$100,000.00	100.00%
Operating Cost		
Administration Cost		
Total	$100,000.00	100.00%

Attachment E

RFP Project Budget Worksheet - Cumulative Budget (FY 2013 thru 2015)

Input Information in Yellow Cells

Proposer Name: CitiBus/City of Lubbock

FY 2013 Cumulative Budget
Page 1 of 1

Mark below each applicable Program		Project Name:
PLN	X	Fixed Route System Analysis
RTAP		
ICB		
RD		
JARC SU - Small Urban		
JARC NU - Non Urban		
NF SU - Small Urban		
NF NU - Non Urban		

A. CAPITAL COSTS

Program	Description	ALI Code if known	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %	TDCs	TDCs %	TDC's Yes /No	Fuel Type
PLN	Fixed Route System Analysis	44.26.14	$100,000.00	$100,000.00	100.0%							20,000.00	20.0%	Yes	-
	Capital Subtotal		$100,000.00	$100,000.00	100.0%							20,000.00	20.0%		

B. ADMINISTRATIVE/OFFICE COSTS

Program	Description	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %
	Administrative Subtotal									

C. OPERATING COSTS

Program	Description	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %
	Gross Operating Subtotal									
	Fare Box Revenue									
	Net Operating Subtotal									

Budget	Total	Federal	Fed %	State	State %	Local	Local %	Other	Other %	TDCs	Total %
Totals:	$100,000.00	$100,000.00	100.0%							20,000.00	100.00%

Summary of Local Funds

Summary of Matching Funds
Note: Include all state and local funds that will be used to match the federal funds.

Source of Funds	Amounts
Total of Above Local Funds	
Total of Local Budget Totals:	
Difference	

Agency has enough local funds.

Percentage of Budget - Federal Funds Only		
Capital Cost	$100,000.00	100.00%
Operating Cost		
Administration Cost		
Total	$100,000.00	100.00%

Budget Comments: Fixed Route System Analysis is not expected to extend beyond FY 2013.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

The Texas Transportation Commission (commission) takes special note of its designation by the governor in a letter dated October 4, 2005, as the administering agency for the Federal Transit Administration (FTA) grant programs and further acknowledges that federal program regulations require the Texas Department of Transportation (department) to ensure that these grant funds are distributed fairly and equitably within the state.

Title 43, Texas Administrative Code, Sections §31.17, §31.18, §31.22, §31.36 and §31.37 establishes the process by which program proposals shall be evaluated and funds distributed. On August 5, 2011, the department published a Notice of Request for Proposal for projects in the *Texas Register*. Project criteria included project planning and coordination; demonstration of need; benefits of the project; and project management.

Title 43, Texas Administrative Code, §5.73 establishes the process for which Transportation Development Credits (TDC) may be awarded at the discretion of the commission. The commission finds that TDC investments in:

- Transit vehicles will improve air quality by replacing older vehicles with newer models which meet current emission standards; and increase the value of the transportation assets by investing into the replacement of depreciated rolling stock;
- Facilities increase the value of the transportation assets by improving or adding system infrastructure and capacity designed to provide transit services to the citizens of Texas; and
- Preventive maintenance improves air quality by regularly maintaining vehicles at manufacturer-scheduled intervals and increasing the value of the transportation assets by preserving the condition of existing fleet.

The commission finds that the projects in Exhibit A are eligible for funding and awards a total of $9,031,646 in federal and state program funds and 943,500 in TDC.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department. Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards as described in Exhibit A, submit the necessary state application to the FTA and enter into the necessary contracts.

Submitted and reviewed by:

Director, Public Transportation Division

Recommended by:

Executive Director

113232 AUG 30 12

Minute Number | Date Passed

EXHIBIT A
FY 2012 COORDINATED CALL PROJECTS AWARDS

AWARD RECIPIENT	§5304 Statewide Planning	§5311 Rural Discretionary	§5311(b) RTAP	§5311(f) Intercity Bus	§5316 Job Access and Reverse Commute	§5317 New Freedom	State Funds	Total Funds	TDC Award	TDC Category
Ark-Tex Council of Governments						$221,200		$221,200		
Capital Area Rural Transportation System	$84,000	$500,000		$112,448				696,448	100,000	FAC
Central Texas Rural Transit District		650,000						650,000	130,000	FAC
Concho Valley Transit District						231,475		231,475		
East Texas Transportation Partners (North East Texas Regional Mobility Authority)					$150,000	150,000		300,000		
Galveston, City of						500,000		500,000		
Greyhound Lines, Inc.				765,000				765,000	153,000	FAC
Heart of Texas Council of Governments					126,000			126,000		
Houston Kiddie Express						452,948		452,948		
Kerrville Bus Company, Inc.				765,000				765,000	153,000	FAC
Laredo, City of						350,000		350,000		
Longview Transit	80,000			300,000				380,000	60,000	FAC
Lubbock, City of	80,000			250,000			$20,000	350,000	50,000	FAC
LULAC/ Project Amistad						1,009,112		1,009,112	103,900	PM, VEH
NDMJ LTD Transportation						1,376,123		1,376,123	81,600	VEH
Nortex Regional Planning Commission	23,600						5,900	29,500		
Panhandle Regional Planning Committee			$85,000					85,000		
South Padre Island, City of		250,000						250,000	50,000	FAC
Texarkana Urban Transit District	81,840							81,840		
Texoma Area Paratransit System, Inc.					51,000	51,000		102,000		
West Texas Opportunities			10,000					10,000	2,000	FAC
Wichita Falls, City of				300,000				300,000	60,000	FAC
Total	**$349,440**	**$1,400,000**	**$95,000**	**$2,492,448**	**$327,000**	**$4,341,858**	**$25,900**	**$9,031,646**	**943,500**	

Legend: Preventive Maintenance (PM); Transit Vehicle (VEH); Facility (FAC)

Regular City Council Meeting **5. 18.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute Citibus Contract 51305F7052 with the Texas Department of Transportation (TxDOT) for operating assistance.

Item Summary

TxDOT is allocating a Section 5307 grant in the amount of $637,480 of public transportation funds to the City of Lubbock for operating assistance to maintain its public transportation system for FY 2012-13. The $637,480 is included in the Citibus budget for FY 2012-13, which was approved by the City Council on September 13, 2012.

Citibus operates public transportation in both a fixed route and a demand response service. The fixed route service consists of a fleet of 68 accessible vehicles. The routes originate in downtown Lubbock and provide service at various locations throughout the City. All vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, consists of 32 paratransit vans, which serve origins and destinations within the city limits. Both services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:30 a.m. through 7:15 p.m., except holidays.

The contract is effective from September 1, 2012, or when fully executed by both parties, and shall terminate on August 31, 2013.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - TxDot
Grant Agreement - Citibus
Minute Order - Citibus

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. 51305F7052 for operating assistance, by and between the City of Lubbock and Texas Department of Transportation, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract- Texas Department of Transportation
September 26, 2012

PGA: PUBLIC TRANSPORTATION - STATE FUNDS
TRANSIT PROVIDER: **Lubbock, City of**
TXDOT PROJECT #: **URB 1301(05)**
PROJECT GRANT AGREEMENT #: **51305F7052**
MASTER GRANT AGREEMENT #: **512XXF7081**
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: **Lubbock**

STATE OF TEXAS §

COUNTY OF TRAVIS §

STATE FUNDS
FISCAL YEAR 2013
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) 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, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, if applicable, the Transit Provider submitted a Fiscal Year 2013 Grant Application (GA) Part I for state financial assistance to provide transportation services and the Texas Transportation Commission approved the application by Minute Order Number **113144**; and

WHEREAS, if applicable, the Transit Provider must execute a GA Part I each fiscal year grant period for consideration for new state grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and includes the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2012**, whichever is later. This PGA shall remain in effect until **August 31, 2013**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and 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 amount payable under this PGA without modification is **$ 637,480** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

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

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, 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 Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

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

_____
Typed, Printed, or Stamped Name

_____
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
B – Project Budget

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton
Community Development Director

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

[Insert a Narrative Project Description]

Citibus operates public transportation to the citizens of Lubbock with both a fixed route and demand response service. The routes originate in downtown Lubbock and end at various locations within the city. All of these vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, serves origins and destinations within the city limits. Both services operate under guidelines from Federal, State, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. Citibus does no sub-contract any part of the services that are provided. The major trip generators include the medical center, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:45 am to 7:15 pm, except holidays.

Citibus, and one sub-contractor, provides service for the non-emergency medical transportation contract with TxDOT.

The FY 2013 TxDOT Section 5307 grant will be used for operating.

ATTACHMENT B
PROJECT BUDGET

[Insert Budget Page]

Public Transportation Budget-Attachment B

Revised 7/2012 GD Select Fiscal Year----> FY 2013

Section I: Project Identification

Legend																													
Totals			§5307					§5307					OTHER-5					OTHER-6											
DropDowns			Federal	State	Local	TDC		Federal	State	Local	TDC			State	Local	TDC			State	Local	TDC								
Locked Cell		Project #		URB 1301 (05)																									
Data Entry		Grant #		51305F7052																									
Title Cells		Start Date		09/01/12																									
Comments		End Date		08/31/13																									

Texas Department of Transportation

Section II: Capital Costs

Description	ALI	Quantity & Fuel Type	Total of All Programs	§5307 Federal	§5307 State	§5307 Local	§5307 TDC	Total	§5307 Federal	§5307 State	§5307 Local	§5307 TDC	Total	Cumulative §5307 Total		State	Local	TDC	Other-5 SubTotal		State	Local	TDC	Other-6 SubTotal
Preventive Maintenance	11.7A.00																							
Purchase of Service	11.71.12																							
Preventive Maintenance-5310 Or	11.7A.00																							
Purchase of Service-5310 Only	11.71.13																							
All Other 5310 Capital																								
Capital Subtotal			-	-	-	-	-	-	-	-	-	-	-	-										

Section III: Planning/Admin Costs

		Federal	State	Local		Subtotal	Federal	State	Local	TDC	Subtotal	Total		State	Local		Subtotal		State	Local		Subtotal
Administration Costs -11.79.00	-																					
Planning Costs-44.2X.XX	-																					
Total Admin/Planning Costs	-	-	-	-	-	-	-	-	-	-	-	-										

Section IV: Operating Costs

		Federal	State	Local		Subtotal	Federal	State	Local	TDC	Subtotal	Total		State	Local		Subtotal		State	Local		Subtotal
Gross Operating -30.09.00	637,480		637,480			637,480						637,480										
Farebox Revenue (Cannot be used as Match)	-																					
Net Operating	637,480	-	637,480	-		637,480	-	-	-		-	637,480										

Total Transit Budget

	Total	§5307 Federal	§5307 State	§5307 Local	§5307 TDC	5307 Subtotal	§5307 Federal	§5307 State	§5307 Local	§5307 TDC	5307 Subtotal	Cumulative 5307 Total		State	Local	TDC	Subtotal		State	Local	TDC	Subtotal
Total Transit Budget	637,480	-	637,480	-	-	637,480	-	-	-	-	-	637,480	-	-	-	-	-	-	-	-	-	-

Section V: Summary of Local Funds (Farebox Revenue cannot be used as Local Match)

Source of Local Funds	Amount
Total of Local Funds	

Enter Comments Below

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

ALL Districts

The General Appropriations Act enacted by the 82nd Texas Legislature, Regular Session, appropriated $60,682,735 for public transportation grants for small urban and nonurbanized areas of the state.

The Texas Transportation Commission (commission) desires to award $29,655,567 for FY 2013.

Title 43, Texas Administrative Code, §31.11 establishes a formula by which public transportation funds shall be distributed to the small urban and nonurbanized areas of the state. The FY 2013 awards are shown in Exhibit A and have been calculated in accordance with the provisions of §31.11.

The General Appropriations Act enacted by the 82nd Texas Legislature, Regular Session, appropriated additional funds for public transportation grants to help mitigate formula allocation impacts when using the 2010 Census. This minute order includes award of funds from that appropriation.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the Texas Department of Transportation.

Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards as described in Exhibit A, and to enter into the necessary contracts for the FY 2013 program of projects upon completion of all application requirements by the local public transportation operators.

Submitted and reviewed by:

Director, Public Transportation Division

Recommended by:

Executive Director

113144 JUN 28 12

Minute Number | Date Passed

EXHIBIT A
AWARD FY 2013 STATE FUNDS TO
PUBLIC TRANSPORTATION PROVIDERS

RURAL TRANSIT DISTRICT	AWARD	CENSUS IMPACT	TOTAL
Alamo Area Council of Governments	$884,272	$5,408	$889,680
Ark-Tex Council of Governments	599,378	17,908	617,286
Aspermont Small Business Development Center, Inc.	278,034	8,937	286,971
Bee Community Action Agency	280,710	11,215	291,925
Brazos Transit District	1,612,304	43,963	1,656,267
Capital Area Rural Transportation System	889,002	81,083	970,085
Central Texas Rural Transit District	596,860	7,586	604,446
Cleburne, City of	273,634	7,022	280,656
Collin County Committee on Aging	193,001	19,386	212,387
Colorado Valley Transit, Inc.	371,788		371,788
Community Action Council of South Texas	344,682	8,479	353,161
Community Services, Inc.	338,387	53,660	392,047
Concho Valley Transit District	415,146	14,622	429,768
Del Rio, City of	275,357	8,650	284,007
East Texas Council of Governments	1,156,367		1,156,367
El Paso County	259,474	20,523	279,997
Fort Bend County	139,989	12,717	152,706
Galveston County Transit District	598,662		598,662
Golden Crescent Regional Planning Commission	516,238	14,793	531,031
Gulf Coast Center	260,459	41,575	302,034
Heart of Texas Council of Governments	440,232	2,029	442,261
Hill Country Transit District	518,491	4,438	522,929
Kleberg County Human Services	210,903	12,705	223,608
Lower Rio Grande Valley Development Council	316,519	21,267	337,786
Panhandle Community Services	835,323	15,045	850,368
Public Transit Services	412,776		412,776
Rolling Plains Management Corporation	364,276	17,681	381,957
Rural Economic Assistance League, Inc.	359,786	22,102	381,888
Senior Center Resources and Public Transit, Inc.	280,866		280,866
South East Texas Regional Planning Commission	367,755	84,378	452,133
South Padre Island, City of	413,140	60,187	473,327
South Plains Community Action Association	692,739	19,094	711,833
Southwest Area Regional Transit District	483,195	1,103	484,298
SPAN, Inc.	274,227		274,227
Star Transit	351,040		351,040
Texoma Area Paratransit System, Inc.	589,018		589,018
The Transit System, Inc.	221,864		221,864
Webb County Community Action Agency	241,511	23,799	265,310
West Texas Opportunities, Inc.	1,024,289	576	1,024,865
TOTAL	**$18,681,694**	**$661,931**	**$19,343,625**

EXHIBIT A
AWARD FY 2013 STATE FUNDS TO
PUBLIC TRANSPORTATION PROVIDERS

URBANIZED AREA	AWARD	CENSUS IMPACT	TOTAL
Abilene	$320,311	$9,488	$329,799
Amarillo	390,489	13,477	403,966
Arlington	213,426	30,313	243,739
Beaumont	367,400	11,606	379,006
Brownsville	573,511		573,511
Conroe/The Woodlands	462,618		462,618
College Station-Bryan	813,943		813,943
Grand Prairie	139,733	19,846	159,579
Harlingen	250,512		250,512
Killeen	430,005		430,005
Lake Jackson-Angleton	202,980	13,612	216,592
Laredo	604,991		604,991
Longview	258,989		258,989
Lubbock	615,163	22,317	637,480
McAllen (Full Urbanized Area)	442,882	40,386	483,268
McKinney	288,021		288,021
Mesquite	124,738	17,717	142,455
Midland-Odessa	403,882	40,687	444,569
North Richland Hills	116,134		116,134
Port Arthur	301,674		301,674
San Angelo	259,897	7,874	267,771
San Marcos	175,054		175,054
Sherman	227,399	1,124	228,523
Temple	263,019		263,019
Texarkana	240,974		240,974
Texas City	266,375	5,815	272,190
Tyler	313,895		313,895
Victoria	274,602	3,140	277,742
Waco	413,354	979	414,333
Wichita Falls	303,402	14,188	317,590
TOTAL	**$10,059,373**	**$252,569**	**$10,311,942**

Regular City Council Meeting **5. 19.**

Meeting Date: 10/11/2012

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10719 for a Community Development Funding Contract with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).

Item Summary

The Community Development and Services Board (CDSB) approved at their regular meeting on September 12, 2012, the moving of unspent Community Development funds from the Household Crisis Component for heating and cooling units to the LSSS Household Crisis Component for utility assistance. The heating and cooling program is part of a new component that has taken more time than anticipated to expend the funds. The funds must be spent by end of the 2012 program year. The CDSB approved moving the funds to LSS in the amount of $75,000. The period of performance is January 1, 2012 through December 31, 2012.

Fiscal Impact

With the additional funds of $75,000 and the previously allocated funds in the amount of $966,222 the contract total with LSSS is now $1,041,222. Funds are from the Texas Department of Housing and Community Affairs for the CEAP components.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & CEAP Amendment

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 Amendment to a Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program, 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 City Council.

Passed by the City Council this _____day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CD-Amend-Lutheran Social Srvs-Comprehensive Energy Assist Prog
9.25.12

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICES OF THE SOUTH

This amendment to Agreement is entered into this 11th day of October, 2012 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated March 29, 2012 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $75,000 in CEAP funds for the Elderly/Disabled and Household Crisis Components in addition to the $966,222 in CEAP funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2012 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

LUTHERAN SOCIAL SERVICES OF THE SOUTH

Betsy Guthrie
AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

APPROVED AS TO CONTENT:

Phyllis Brown
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Regular City Council Meeting **5. 20.**

Meeting Date: 10/11/2012

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Contract 10718 for a Community Development Funding Contract with LIFE Run Centers to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).

Item Summary

The City received additional funds in the amount of $70,636 from CEAP administered by the Texas Department of Housing and Community Affairs. The Community Development and Services Board (CDSB) approved the additional funds at their meeting on September 12, 2012, to LIFE Run Centers, to operate the Elderly or Disabled utility assistance program. CEAP funds are used to provide utility assistance to qualified low-income persons and families. The City Council accepted and appropriated the additional funds on September 27, 2012, for the CEAP grant. The period of performance is January 1, 2012 through December 31, 2012.

Fiscal Impact

With the additional funds of $70,636 and the previously allocated funds in the amount of $489,251 the contract total with LIFE Run Centers is now $559,887. Funds are from TDHCA for CEAP components.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & CEAP Amendment - Life Run Centers

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Contract, by and between the City of Lubbock and LIFE Run Centers for the Comprehensive Energy Assistance Program, 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 City Council.

Passed by the City Council this _____day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CD-Amend-LIFE Run Centers-Comprehensive Energy Assist Prog
9.25.12

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LIFE RUN CENTERS

This amendment to Agreement is entered into this 11th day of October, 2012 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Life Run Centers, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated March 29, 2012 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $70,636 in CEAP funds for the Elderly/Disabled Component in addition to the $489,251 in CEAP funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2012 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

LIFE RUN CENTERS

_____
MICHELLE CRAIN
EXECUTIVE DIRECTOR

ATTEST:

FED.I.D# 75-2217835

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Regular City Council Meeting **5. 21.**

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute Contract 10975 with the United States Air Force, 367RCS Enlisted Recruiting Division to use the Lubbock Police Department pistol/rifle range and obstacle course.

Item Summary

The United States Air Force, 367RCS Enlisted Recruiting Division needs to train personnel in firearms and physical fitness. The interlocal agreement between the City of Lubbock and the United States Air Force, 367RCS Enlisted Recruiting Division is for use of the Lubbock Police Department Firing Range, located at 11602 West 19th Street.

The six-year agreement allows the United States Air Force, 367RCS Enlisted Recruiting Division to use the Lubbock Police Department pistol/rifle range and obstacle course for training purposes.

Fiscal Impact

No additional costs are anticipated as a result of this contract.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution - USAF

Interlocal Agreement - USAF

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement by and between the USAF 367RCS Enlisted Recruiting Lubbock, Texas for use of facilities, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Police Chief

APPROVED AS TO FORM:

_____
Amy L. Sims
Assistant City Attorney

Res.Interlocal Agrmnt USAF 367RCS Enlisted Recruiting Fac
9.11.12

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into on this _____ day of _____, 2012, in accordance with Chapter 791 of the Texas Government Code, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation, and USAF 367RCS Enlisted Recruiting Lubbock, Texas (the "Entity").

WHEREAS, a the City of Lubbock owns and operates a Firing Range located at 11602 W. 19th Street, Lubbock, TX.; and

WHEREAS, the Entity is in need of certain facilities, which may include the pistol range and rifle range, to train its employees in law enforcement/military techniques; and

WHEREAS, the Entity acknowledges that the Facility is acceptable for its required personnel training requirements and as such, desires to train its employees at the Facility; and

WHEREAS, the City finds that the training of the Entity's employees shall increase the presence of adequately and properly trained law enforcement/military within the City and the surrounding areas and that such training benefits the health, safety and welfare of the City's citizens; NOW THERFORE:

1. The City agrees to permit employees of the Entity to enter the Facility for training purposes in accordance with the terms and provisions of this Agreement.

2. Either Party may decide to terminate this Agreement for any reason upon written notice. In the event either party elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the terminating party's election to terminate was the day originally fixed in this Agreement for its expiration.

3. The Entity agrees that all its employees which enter upon the Facility shall be informed of all conditions of the City of Lubbock Police Department's Range Rules, which is attached hereto and incorporated as if fully set forth herein (the "Rules"). The Entity shall be responsible for its employees conduct and adherence to said rules. Violation of the Rules may result in the City banning any or all of the Entity's employees from entering the Facility and/or automatic termination of this Agreement.

4. The Entity shall be responsible for any and all losses, damages, claims or liabilities caused or contributed by, in any way, manner or form, the act or omission of the Entity's employees or to any guests or observers accompanying the Entity's employees

5. The City, and its respective officers, employees, elected officials and agents, shall not be liable, and the Entity 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 company, 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. This release shall survive the termination or voidance of this agreement.

6. The relationship between the City and the Entity is at all times solely that of contractor/contractee, and may not be deemed, in any event, a partnership or a joint venture and conveys no other rights or privileges.

7. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the Entity.

8. The parties agree hereto that all payments made pursuant to this Agreement must be made from current revenues available to each respective party

9. The term of this Agreement shall be for 6 years, beginning on _____, 2012.

CITY OF LUBBOCK, TEXAS:

_____
GLEN C. ROBERTSON, MAYOR

Date executed:_____

ENTITY:

BY: _____

Name: Brad Cantrell

Title: Staff Sergeant Enlisted Recruiter

Date executed: 4 Oct 12

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Police Academy Interlocal Agrmnt USAF_1
10.03.12

Regular City Council Meeting **5. 22.**

Meeting Date: 10/11/2012

Information

Agenda Item

Contract Resolution - Police: Consider a resolution authorizing the Mayor to execute Contract 10963 with the Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

Item Summary

The agreement sets the terms and conditions under which the Child Advocacy Research and Education (C.A.R.E.) Center of the TTUHSC School of Medicine Department of Pediatrics provides the Lubbock Police Department with medical evaluations, case reviews, consultations, and other services needed in reported child abuse cases. The Texas Code of Criminal Procedures mandates that the requesting law enforcement agency initially pay the cost of the examination. The C.A.R.E. Center is the locally recognized provider for the services.

Fiscal Impact

Medical exams are $450 per visit, and are fully reimbursed by the Texas Attorney General's Office.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - C.A.R.E.

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 with the Texas Tech University Health Sciences Center and Department of Pediatrics C.A.R.E. Center, 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 this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

AS/ccdocs/CARE Center Agrmnt.res 9.11.12
9.11.12

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AGREEMENT FOR SERVICES
IN INVESTIGATIONS OF CHILD ABUSE

WHEREAS, it is in the public's interest to investigate the physical and mental health and welfare of a child who has been or may be adversely affected by abuse; and

WHEREAS, the Police Department of the City of Lubbock is lawfully charged with the investigation of possible instances of child abuse; and

WHEREAS, the C.A.R.E. Center of Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics can provide the City with the specialized service of forensic evaluation in suspected child abuse investigations; NOW THEREFORE:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which C.A.R.E. Center will provide City with medical evaluation, case review, consultation and other needed services in investigations of child abuse in cases referred to C.A.R.E. Center by the Police Department of the City.

ARTICLE II
DEFINITIONS

LPD --Police Department of the City of Lubbock.

City--The City of Lubbock, Texas.

C.A.R.E. Center --The Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics.

Referred Case --a referred case as used in this Agreement shall be:

1) a case specifically referred to C.A.R.E. Center by LPD in writing with a request for C.A.R.E. Center services, hereinafter enumerated;

2) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its own behalf or at the request of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and,

based upon such services, initiates a crime report and assigns said case for investigation and notifies C.A.R.E. Center of such fact;

3) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its behalf or on behalf of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and, based upon such services so provided, determines that no crime report should be created or further investigation had.

ARTICLE III
SERVICES PROVIDED

1) The C.A.R.E. Center will provide forensic evaluation for outpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.

2) The C.A.R.E. Center will provide forensic evaluation for hospital inpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.

3) The C.A.R.E. Center will provide weekly discussion as needed of current referred child abuse cases by the Multi-disciplinary Case Review Team (MCRT) -- of which one member is an LPD staff member.

4) The C.A.R.E. Center will provide such other consultative services as needed in the investigation of child abuse cases referred to the C.A.R.E. Center by LPD, including expert information necessary to support LPD arrests.

ARTICLE IV
COMPENSATION

The City shall pay C.A.R.E. Center FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($450.00) per referred case, which shall be due on or before the **5th** day of each month.

In the event a referred case requires more time to be properly evaluated for forensic purposes, C.A.R.E. Center shall obtain written authorization from the Chief of Police of the City prior to performing those additional services. To facilitate this method of payment, C.A.R.E. Center will send LPD a detailed statement at the end of each month indicating what services were provided and the number of hours spent on each referred case. The statement from C.A.R.E. Center will be verified with LPD records and no payment shall be rendered for any case not referred by City.

Notwithstanding anything to the contrary contained in this Agreement, but subject to the minimum amount of payment hereinafter set forth, the City shall compensate

C.A.R.E. Center only for those cases which are referred cases and only for the services enumerated in the "Services Provided" section of this Agreement as requested in writing by LPD.

To ensure the City that C.A.R.E. Center is performing the functions it represents that it performs, C.A.R.E. Center shall submit a detailed report at least quarterly to the City Council showing, but not limited to, the numbers and types of cases C.A.R.E. Center has handled during the preceding quarter. This report shall also show the nature and extent of research, counseling and prevention programs. The time for submission of said reports shall be determined from the date this Agreement is executed. The final annual quarterly report shall also contain a summation of said terms for the preceding year. Any information contained in the quarterly or annual reports shall be provided only to the extent permitted by the laws and constitution of the State of Texas.

In no event shall the total hours for which the City compensates the C.A.R.E. Center exceed 800 hours for the term of this Agreement. The C.A.R.E. Center will provide to City a quarterly report summarizing the services provided and compensation received. For a period up to four years after any year in which services are provided, the City retains the right to audit the books of C.A.R.E. Center inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours and with the minimum of disruption to the C.A.R.E. Center.

ARTICLE V
TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of October, 2012, and shall continue in full force and effect through the City's fiscal year, which ends on September 30, 2013, unless terminated earlier by sixty (60) days written notice with or without cause from either party to the other. The City will pay for the performance of services from current revenues available to City. This Agreement may be renewed annually by mutual agreement in writing prior to its expiration date. TTHSC may terminate the Agreement for non-payment after notification and opportunity to cure.

ARTICLE VI
C.A.R.E. CENTER'S INSURANCE

The C.A.R.E. Center shall maintain Professional Liability for physicians in the amount of ONE HUNDRED THOUSAND AND NO/l00 ($100,000.00).

ARTICLE VII
C.A.R.E. CENTER'S LIABILITY

The C.A.R.E. Center shall hold City free from any liability or responsibility for the acts and omissions of C.A.R.E. Center and its authorized agents and employees in the performance of any terms and conditions of this Agreement, and for services rendered by C.A.R.E. Center, insofar as allowed by the laws and Constitution of the State of Texas.

ARTICLE VIII
CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the C.A.R.E. Center by LPD will be kept in the strictest of confidence by C.A.R.E. Center and its employees. Information about individual child abuse cases will be released only to designated LPD personnel, and in compliance with Chapter 261 of the Texas Family Code.

ARTICLE IX
OTHER PROVISIONS

1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.

3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.

4) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

5) This Agreement shall be changed only by written amendment signed by both parties and attached hereto.

6) Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to insure that services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

7) If applicable, the dispute resolution process provided in Chapter 2260 of the Texas Government Code shall be used by Texas Tech University Health Sciences Center and the City of Lubbock to attempt to resolve all disputes arising under this agreement.

IN WITNESS THEREOF, the parties to these presents have agreed upon and executed this Agreement for Services in Investigations of Child Abuse this _____ day of _____, 2012.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis, Chief of Police

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

Elmo Cavin Date
Executive Vice President

DEPARTMENT OF PEDIATRICS
C.A.R.E. CENTER

Richard M. Lampe Date
Department Chairman

CARE Center Agrmnt2012
9.11.12

Regular City Council Meeting **5. 23.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3185 Ordinance 2012-O0110 Consider the request of AMD Engineering, LLC, on behalf of XNO, LLC, for a zoning change from R-1 to C-3 Specific Use for a wholesale/retail store on 20.21 acres of land located in Block AK, Section 44, Northwest corner of West Loop 289 and 34th Street.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a parcel north of 34th Street and outside of West Loop 289 from R-1, having been annexed as R-1, to C-3 Specific Use.

Proposed Land Use:
The proposed land use on this parcel is a big box retail establishment in addition to having outparcels for other businesses, on the corner of 34th Street and the service road of Loop 289. The case is filed as Specific Use to satisfy a reduced setback from the future street that will border the west (Iola) and the possibility of a dedicated street on the north side of the parcel. A decision for a public street versus driveway on the north line has not yet been made.

Adjacent Land Uses:
North: (annexed as residential, a portion of the former Arch Lamb farm), Zoned R-1.
South: (commercial and a mobile home park) Zoned C-3 (general retail) and R-1 Specific Use for the mobile home park.
East: Loop 289 and the service road.
West: annexed as residential (a portion of the former Arch Lamb farm), Zoned R-. The tract immediately west of the tract proposed for rezoning is a large playa.

Planning and Zoning (P&Z) Public Hearing Notes:
No one appeared other than the applicant. Several letters of response indicated an increase of traffic on 34th Street. While that may happen, 34th Street is a designated thoroughfare and will be a 5 to 7-lane street at some point in the future.

Impact on the Comprehensive Land Use Plan (CLUP):
The CLUP denotes a typical ten acre allotment of “commercial” on the corner of 34th Street and the Loop 289 service road. The Plan also notes the area north of the policy commercial corner, from east of the extended Iola to the Loop service road as “high density apartment” for the full length of the farm, which extends north to what will become 26th Street. The parcel north of the future 26th Street is already zoned commercial. The high density apartment versus a combination of both apartments and commercial for the strip, west of the future Iola extension, has been contemplated for years.

Although the commercial east/west tract on 34th Street exceeds the normal 660 feet (the dimension is 1,162 feet), the commercial on the south side of 34th Street also exceeds the 660 foot policy distance. In addition, the

commercial will be east of the proposed Iola. West of the future Iola is a large playa making future development, especially residential, implausible, or at least costly, with an extensive cut/fill requirement for the lake.

The reduction of setback proposed on the future Iola and on the possible east/west street on the north boundary of the tract will not impact any adjacent development to the north or west. Iola is a designated collector level street and will serve as a “back” street. The current developer owns the entire one-quarter section of farmland with the exception of the new park installed in the far northwest corner. Setback from 34th Street will exceed minimum commercial set back, and the development on the balance of the tract will meet C-3 standard requirements.

Fiscal Impact

None.

Staff/Board Recommending

Qincy White, Assistant City Manager
P & Z Commission

The P & Z includes one condition should the request be approved:
1. Tied to the proposed site plan for the “big box” location with the ability to adjust for minor changes on the west and north as actual construction plans are developed.

Attachments

Ordinance - Zone Case 3185

Zone Case 3185

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. 3185;** A ZONING CHANGE FROM **R-1** TO **C-3 SPECIFIC USE** FOR **A WHOLESALE/RETAIL STORE**, ON **20.21 ACRES OF LAND LOCATED IN BLOCK AK, SECTION 44,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3185

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for **wholesale/retail store** on **20.21 acres of land located in Block AK, Section 44,** City of Lubbock, Lubbock County, Texas, located at **Northwest corner of West Loop 289 and 34th Street,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the proposed site plan for the "big box" location with the ability to adjust for minor changes on the west and north as actual construction plans are developed.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **Northwest corner of West Loop 289 and 34th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

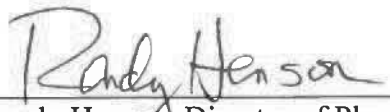
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3185
September 6, 2012

Rezone to "C3-Specific Use"

METES AND BOUNDS DESCRIPTION of a 20.21 acre tract of land located in Section 44, Block AK, Lubbock County, Texas; prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the southwest corner of Lot 1, Arch Lamb Addition, a point on the north Right-of-Way line of 34th Street, in the above said Section 44, Block AK;

THENCE N 88°08'50" W along the north Right-of-Way line of 34th Street an approximate distance of 815.21 feet;

THENCE N 01°51'47"E an approximate distance of 747.55 feet;

THENCE S 88°08'50" E an approximate distance of 1184.23 feet;

THENCE S 00°24'28" W along the west Right-of-Way line of West Loop 289 an approximate distance of 520.90 feet;

THENCE Southeasterly, along the above said west Right-of-Way line of West Loop 289 with a curve to the right, having a radius of 215 feet, a central angle of 91°30'48", a chord distance of 308.04 feet, a chord bearing of S 46°06'09" W and an arc length of 343.40 feet;

THENCE S 01°51'33" W an approximate distance of 6.10 feet;

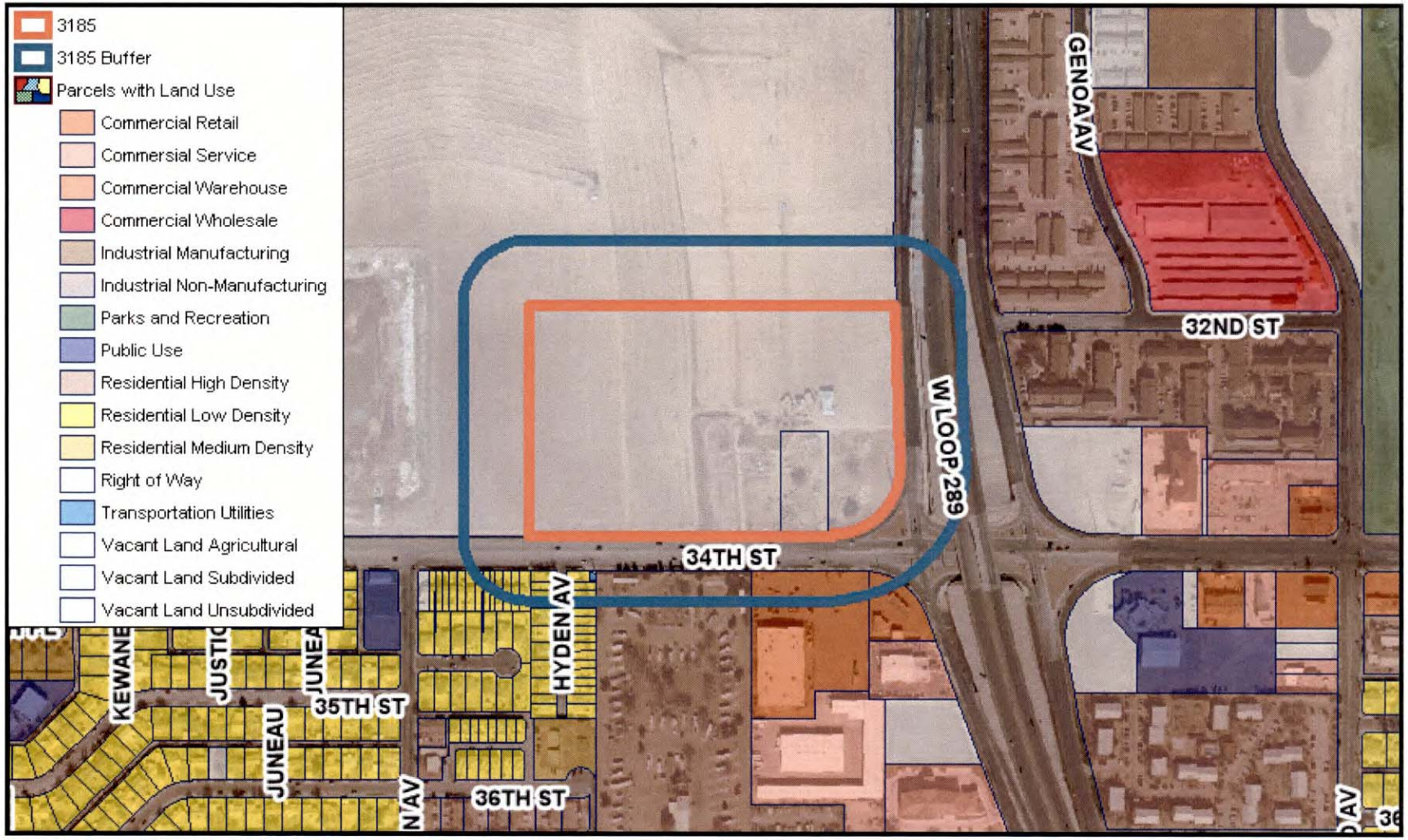
THENCE N 88°09'17" W an approximate distance of 17.15 feet to the southeast corner of Lot1, Arch Lamb Addition and a point on the north Right-of-Way line of 34th Street;

THENCE N 88°10'11" W continuing along the above said north Right-of-Way line of 34th Street and the south property line of Lot 1, Arch Lamb Addition an approximate distance of 150.19 feet to the Point of Beginning and containing approximately 20.21 acres, including any Right of Way.

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

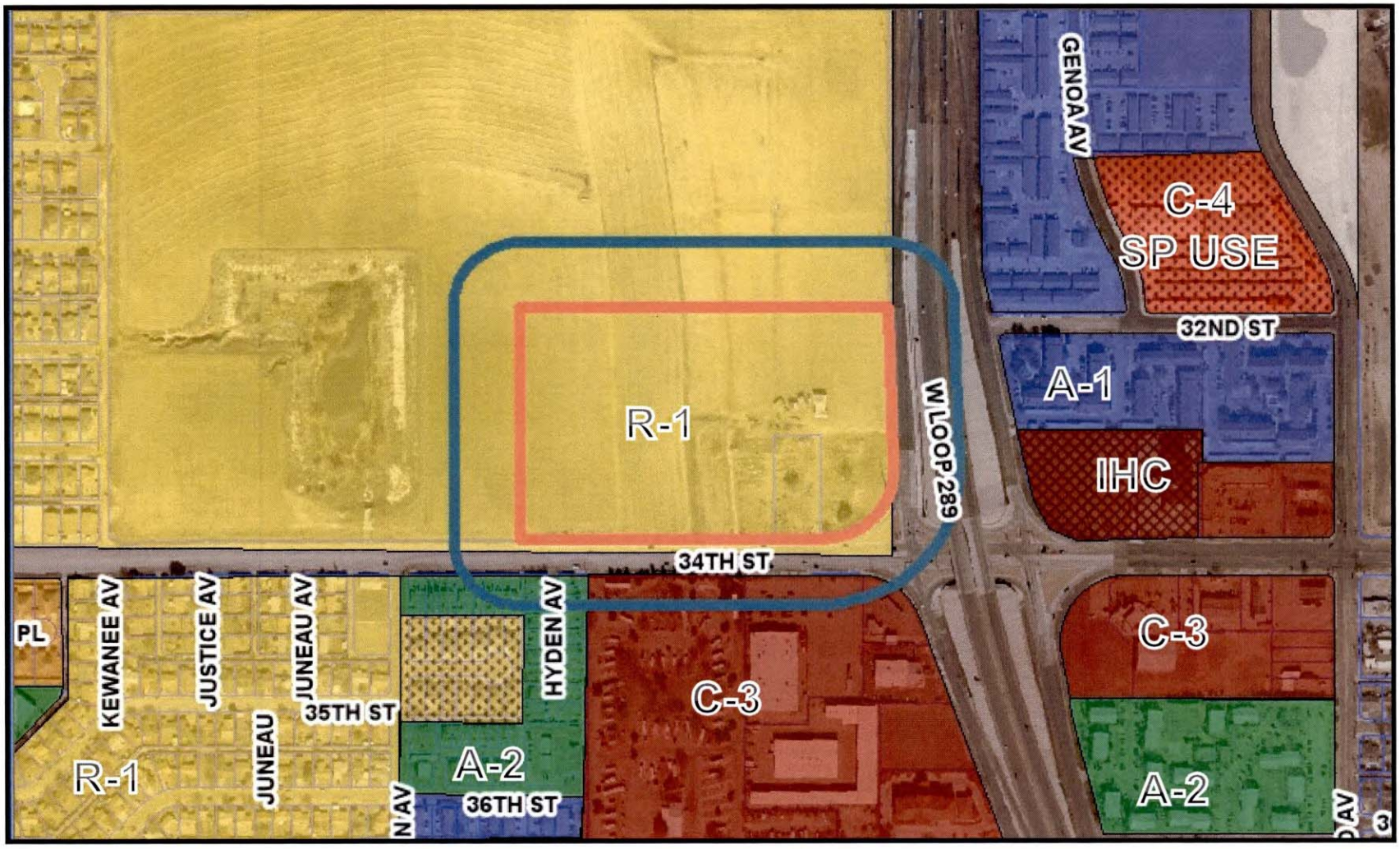
Prepared for: XNO, LLC
August 6, 2012

P.Z.C. Case 3185



P.Z.C. Case 3185

Request of AMD Engineering, LLC (for XNO, LLC) for a zoning change from R-1 to C-3 Specific Use for a wholesale/retail store, Northwest corner of West Loop 289 and 34th Street



P.Z.C. Case 3185 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For XNO, LLC

5214 68th Street, Suite 200
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 687-8600
Telephone

Location or Address: 34th Street and West Loop 289

Legal Description:* See Attached

Existing Land Use: Agricultural **Existing Zoning:** R1

Acreage or Square Footage of Property: 20.21 acres

Zoning Requested: C3-Specific Use for reduced setback on Iola Avenue to 30' and to allow for outside display.

Proposed Development: "big box" whole sale/retail store with gas station on site and future commercial acreage residual off of the West Loop 289. (See Attached Site Plan)

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** x

Applicant's Signature

August 6, 2012
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: $535
($475.00 for the first acre; $3.00 for each additional acre)

receipt 20706 C# 3082 MAB Map 23

For City Use Only

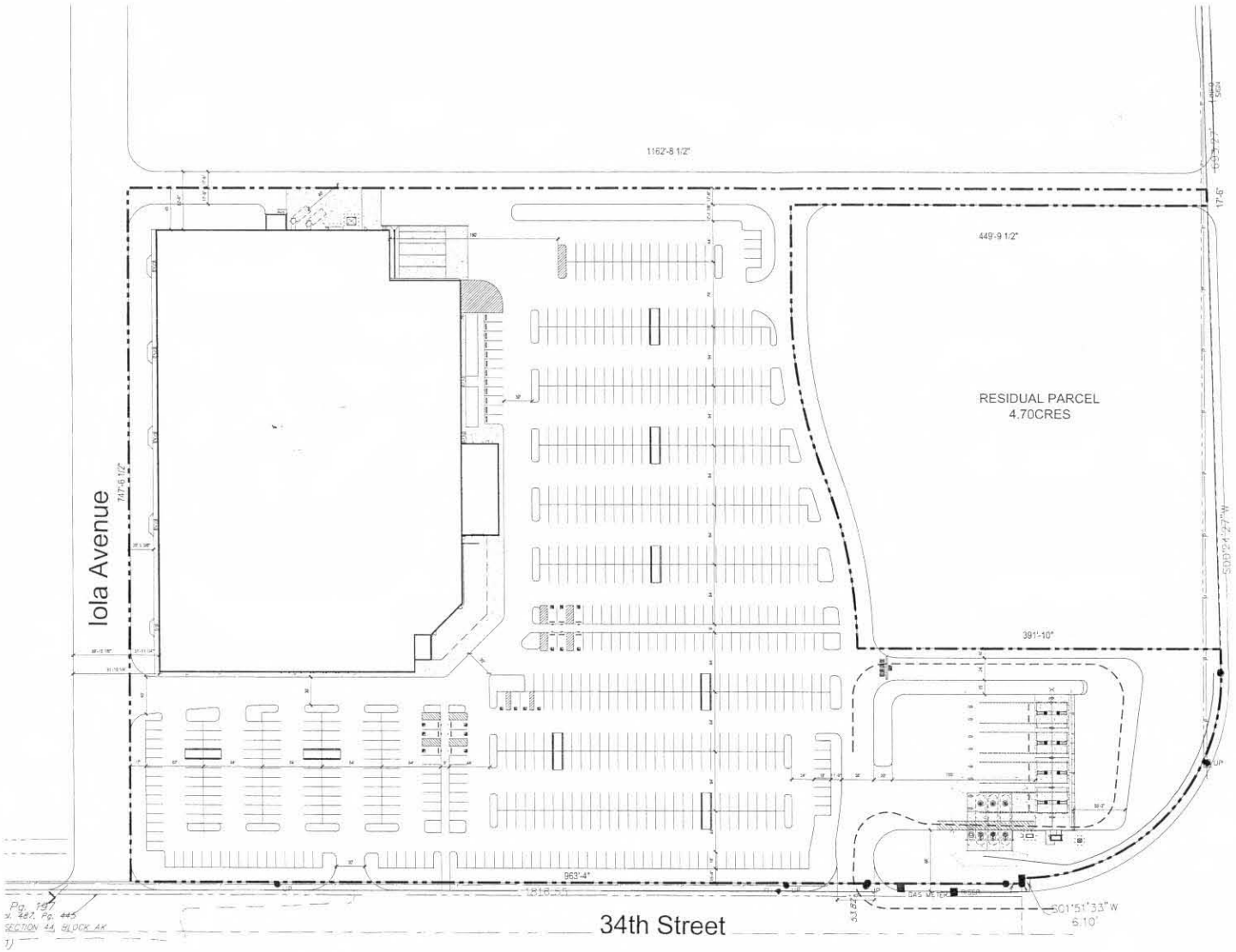
Zone Case No.: 3185 **Agenda No.:** 1

Request for zoning change from: R-1 **To:** C-3 SP USE

on 20.21 Acres of land located in block A-K, Section 44

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** NW corner of W loop 289 and 34th **).**



PROJECT DATA

CLIENT:

PROJECT ADDRESS: NWC OF 34TH ST & 289 FRONTAGE ROAD LUBBOCK, TX

SITE DATA:

TOTAL SITE AREA:	15.17 ACRES (660,727 SF)
JURISDICTION:	CITY OF LUBBOCK
ZONING:	PD-(GR GENERAL RETAIL)
BOUNDARIES INFORMATION:	

BUILDING DATA:

TOTAL BUILDING AREA:	153,943 SF
INCLUDES:	
WAREHOUSE	149,469 SF
LIQUOR SALES	4,000 SF
OPTICAL	474 SF

PARKING DATA:

TOTAL PARKING:	755 STALLS
① 10' WIDE STALLS	740 STALLS
② ACCESSIBLE STALLS	15 STALLS
NO. OF STALLS PER 1000 SF OF BUILDING AREA:	4.93 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

00-0000-01
JULY 19, 2012
PRELIMINARY SITE PLAN

P11-13

PRELIMINARY SITE PLAN

LUBBOCK, TEXAS

JULY 19, 2012

Rezone to "C3-Specific Use"

METES AND BOUNDS DESCRIPTION of a 20.21 acre tract of land located in Section 44, Block AK, Lubbock County, Texas; prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the southwest corner of Lot 1, Arch Lamb Addition, a point on the north Right-of-Way line of 34th Street, in the above said Section 44, Block AK;

THENCE N 88°08'50" W along the north Right-of-Way line of 34th Street an approximate distance of 815.21 feet;

THENCE N 01°51'47"E an approximate distance of 747.55 feet;

THENCE S 88°08'50" E an approximate distance of 1184.23 feet;

THENCE S 00°24'28" W along the west Right-of-Way line of West Loop 289 an approximate distance of 520.90 feet;

THENCE Southeasterly, along the above said west Right-of-Way line of West Loop 289 with a curve to the right, having a radius of 215 feet, a central angle of 91°30'48", a chord distance of 308.04 feet, a chord bearing of S 46°06'09" W and an arc length of 343.40 feet;

THENCE S 01°51'33" W an approximate distance of 6.10 feet;

THENCE N 88°09'17" W an approximate distance of 17.15 feet to the southeast corner of Lot1, Arch Lamb Addition and a point on the north Right-of-Way line of 34th Street;

THENCE N 88°10'11" W continuing along the above said north Right-of-Way line of 34th Street and the south property line of Lot 1, Arch Lamb Addition an approximate distance of 150.19 feet to the Point of Beginning and containing approximately 20.21 acres, including any Right of Way.

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

Prepared for: XNO, LLC
August 6, 2012

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.:** ***3185***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 27 REC'D
PLANNING DEPARTMENT

Print Name Wes Tolley

Signature: Wes Tolley

Address: 6001 W. 34th P.O. Box 16738

Address of Property Owned: 6001 W. 34th

Zone Case Number: **3185** 9309
TRI-STAR INVESTMENTS
% C M H INC
PO BOX 16738

LUBBOCK TX 79490-6738

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.:** ***3185***

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 27 REC'D
PLANNING DEPARTMENT

Print Name Michael Pollock
Signature: Michael Pollock
Address: 2512 Loyola St.
Address of Property Owned: 3401 Hyden

7 of 16

Zone Case Number: **3185** 44369
POLLOCK MICHAEL M & DARCY
2512 LOYOLA ST

LUBBOCK
TX 79415-1732

Page 1
08/26/12 11:03 AM

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.:** ***3185***

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 31 REC'D
PLANNING DEPARTMENT

Print Name Sam Reyes

Signature: [signature]

Address: ~~3403 HYDEN Ave.~~ 5108-7401

Address of Property Owned: ~~3403 HYDEN Ave.~~

8 of 16

Zone Case Number: **3185** 44370
REYES, SAM
PO BOX 64145

LUBBOCK TX 79464-4145

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.: 3185**

In Favor of ___

Opposed X

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name DANIEL M. KENDRICK

Signature: [signature]

Address: PO Box 788 FRIONA TX 79035

Address of Property Owned: 5901 34th

16 of 16

Zone Case Number: **3185** 9312
CHAPARRAL INVEST INC
PO BOX 788

FRIONA TX 79035-0788

Regular City Council Meeting **5. 24.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3186 Ordinance 2012-O0111 Consider a request of Bobby Dalton Jr., for a zoning change from T to IHC for an auto repair shop on .491 acres of unplatted land out of Block E2, Section 24, 11908 Slide Road.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a parcel west of Slide Road and north of 121st Street from T (transitional) to IHC (Interstate Highway Commercial).

Proposed Land Use:
The proposed use would be an automobile body shop.

Adjacent Land Uses:
North: vacant, Zoned T.
South: vacant, Zoned commercial transitional.
East: commercial, Zoned CB-2(Central Business) to the Northeast C-3.
West: residential (outside city limits).

Planning and Zoning (P&Z) Public Hearing Notes:
No citizens were present in favor or in opposition. The applicant presented the request.

Impact on the Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP that was approved when the area was annexed into the city. The parcel in question is south of what would be 118th Street. As noted, 114th through 122nd streets along the west of Slide Road are proposed commercial by the CLUP. Rezoning the property to IHC will allow the area to continue to be commercial, and will provide appropriate design guidelines to preserve the area. Much of the area along Slide Road, between 114th and 122nd, was annexed as commercial. The building, located on the property where the zone case is proposed, is currently a lawn mower shop, which is allowed in C-2 and can remain as a conforming use. Converting the building to an automobile shop requires the zone change to a minimum of C-4 or IHC.

The intent of the property owner/proponent is to remodel the existing building from a lawn mower shop to an automobile body shop, similar to their current business, Collision Pro, on 3412 West Loop 289. To the north of the building, the owner proposes a customer vehicle storage parking lot and an entrance/exist to the facility. A screening fence meeting the requirements of the IHC standards will be constructed.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P & Z Commission

The P & Z proposes one condition should the request be approved:
1. That metal construction be allowed for a screening fence to match the existing fence.

Attachments

Ordinance - Zone Case 3186

Zone Case 3186

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. 3186;** A ZONING CHANGE FROM **T** TO **IHC** ZONING DISTRICT ON **1.474 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 24,** 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. 3186

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **IHC** zoning district on **1.474 acres of unplatted land out of Block E2, Section 24,** City of Lubbock, Lubbock County, Texas located at **11908 Slide Road,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT metal construction be allowed for a screening fence to match the existing fence.**

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/zc3186
September 10, 2012

Legal description of the land:
A tract out of the Northeast Quarter (NE/4) of Section 24, Block E-2, Lubbock County, Texas, being further described by metes and bounds as follows:

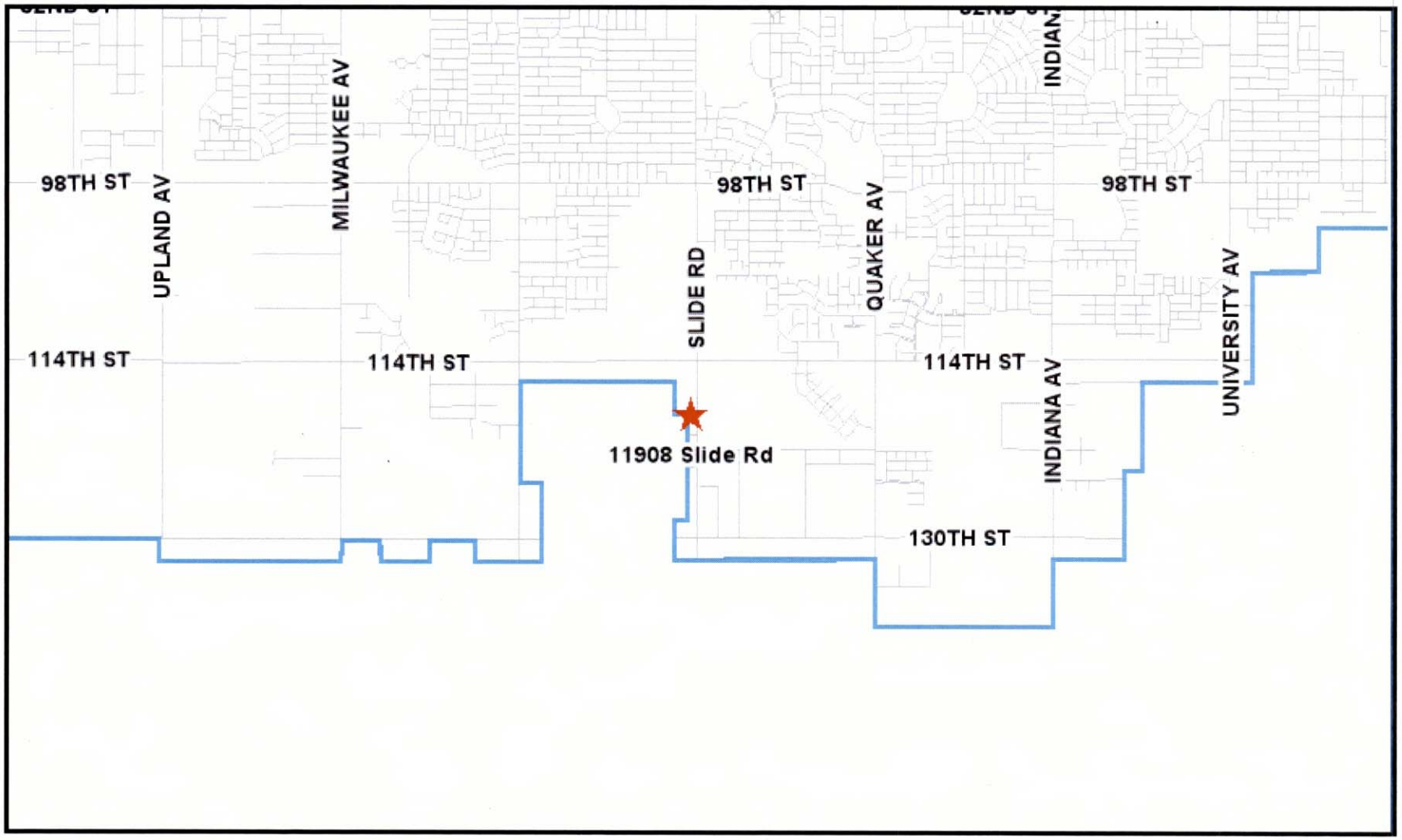
BEGINNING at a found 3/8" iron rod in the West Right of Way line of F.M. 1730 (Slide Road) for the Northeast corner of this tract from which the Northeast corner of Section 24, Block E-2 by Deed Calls bears North, 1594.35 feet and N 89°29' E, 55.00 feet;

THENCE S 01°46'10" W (Texas North Central Zone Bearing Basis) (Called South), with the West Right of Way line of Slide Road, 266.70 feet to a found 3/8" iron rod for the Southeast corner of this tract;

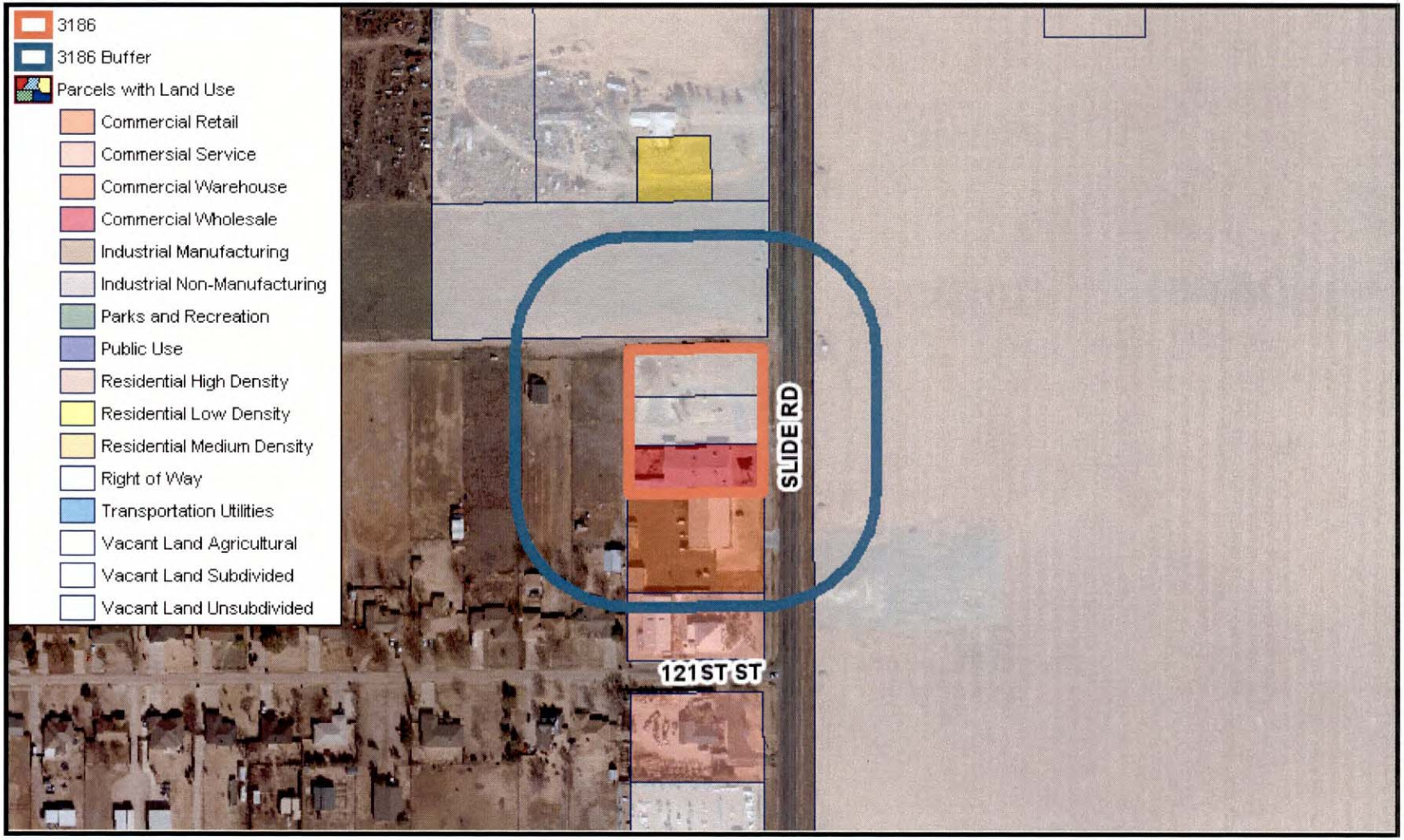
THENCE N 88°40'57" W (Called S 89°29' W), with the North line of the tract described in Lubbock County Clerk File #2008016888, a distance of 245 feet to a found rod with cap (WSCI) for the Southwest corner of this tract;

THENCE N 01°46'10" E (Called North), with the East line of the tract described in Volume 7852, Page 306, Lubbock County Official Public Records, 266.25 feet to a found 3/8" iron rod for the Northwest corner of this tract;

THENCE S 88°47'22" E (Called N 89°29' E), with the South line of the alley as shown on the unrecorded plat of Mesa Estates, 245.0 feet to the Place of Beginning.

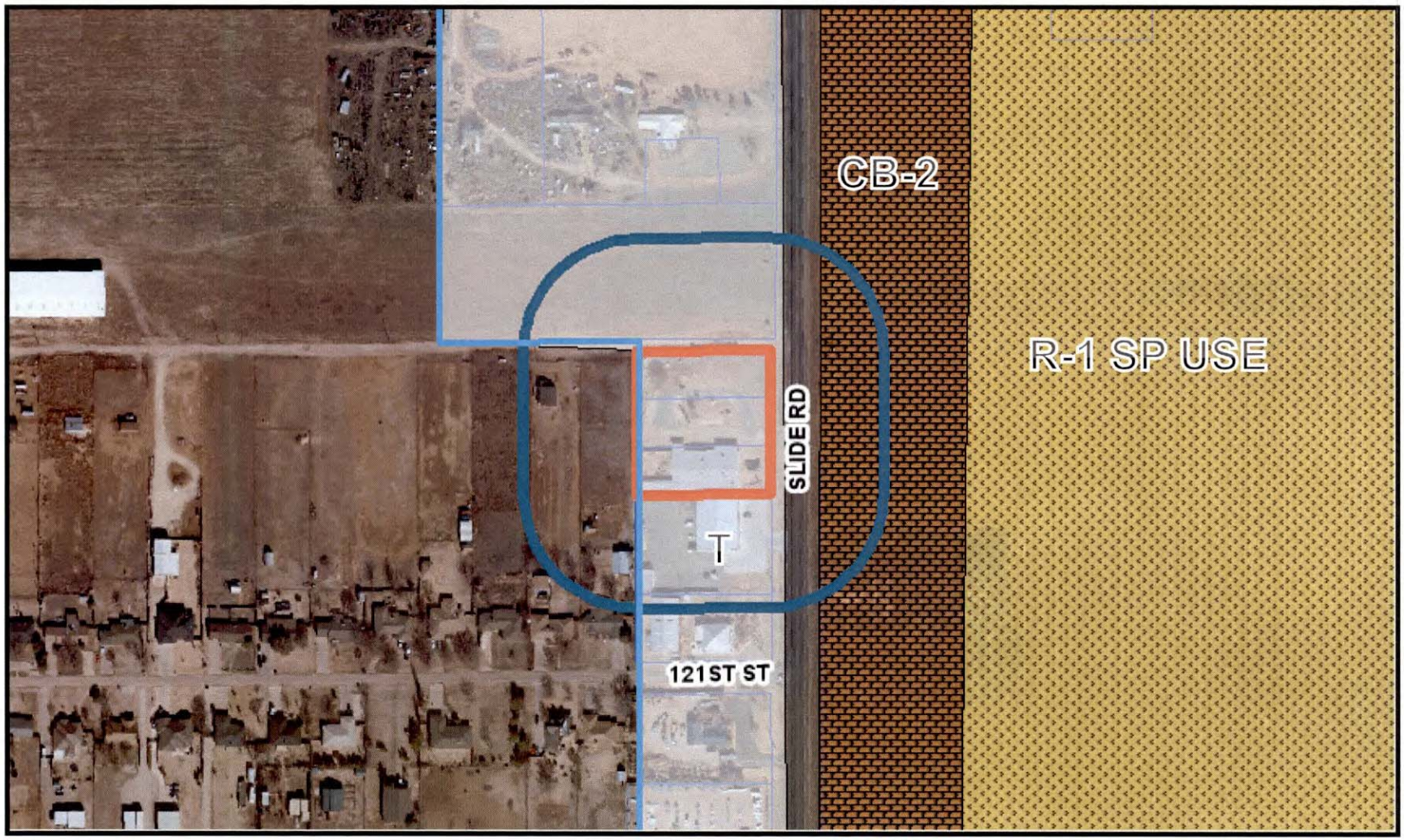


P.Z.C. Case 3186



P.Z.C. Case 3186

Request of Bobby Dalton Jr. for a zoning change from T to IHC for an auto repair shop, 11908 Slide Road



P.Z.C. Case 3186 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Bobby Joe Dalton Jr
9811 Slide Rd.
Street/Post Office Box
Lubbock Tx 79424
City State Zip
(806) 438-6177
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 11908 FM 1730 (Slide Rd)

Legal Description:*

Existing Land Use: Lawnmower Sales and Repair **Existing Zoning:** I

Acreage or Square Footage of Property: Approx 2 acres

Zoning Requested: IHC

Proposed Development: Auto Body Paint and Repair Collision Pro

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

Applicant's Signature

8-9-12
Date

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

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

MAP MAP 42

CHECK-592
REC: 20707

Zone Case No.: 3186 **Agenda No.:** 2

Request for zoning change from: I **To:** IHC

0.4908 ~~2.44~~ Acres of UNPLATTED LAND OUT of Block E2 Section 24

on Lot(s): **Block(s):**

Subdivision: **Address:** 11908 Slide Rd

Collision
PRO
AIR CENTER

NO SMOKING
OR OPEN FLAMES
COLMET
NO SMOKING
OR OPEN FLAMES

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.: 3186**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
AUG 29 REC'D
PLANNING DEPARTMENT

Print Name William Jewell Davis

Signature: William Jewell Davis

Address: PO Box 64446 - 79464

Address of Property Owned: Oakmont

5 of 6

Zone Case Number: **3186** 93090
OAKMONT ESTATES INV OF LU
PO BOX 64446

LUBBOCK TX 79464

City of Lubbock

70 m 1 : 1027

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the

12:51 8/14/2012

Regular City Council Meeting **5. 25.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3187 Ordinance 2011-O0112 Consider the request of Hugo Reed and Associates, Inc., on behalf of Happy State Bank, for a zoning change from R-1 and T to C-3 for commercial development on 5.384 acres of land out of Block E2, Section 16, South of 98th Street and West of Quaker Avenue.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a parcel adjacent to 98th Street and approximately 150 feet west of Quaker Avenue from T to C-3.

Proposed Land Use:
No immediate plans for the property were submitted with the request. The land is the site of a former landscape firm/nursery and a parcel to the north that were both annexed as T. To the east of the parcel, a business and a sports grill have been developed on two lots, created by the relocation of Quaker around the Lake Ridge playa, on the southwest corner of the intersection.

Adjacent Land Uses:
North: (across 98th Street) residential zoned, developed as a portion of the Lake Ridge playa, Zoned R-1.
South: commercial, Zoned C-2.
East: commercial, the tear drop shaped property created by the curve of Quaker is Zoned C-2.
West: residential and commercial, Zoned C-3 for about half the north/south length of the tract and R-1 for the remainder.

Planning and Zoning (P&Z) Public Hearing Notes:
No one, other than the applicant, appeared during the Commission meeting.

Impact on the Comprehensive Land Use Plan (CLUP):
The site of the former nursery is now surrounded by commercial, with the exception of a small exposure on the south and west end of the Lake Ridge South subdivision. It has long been anticipated that a request for a change to commercial would occur; and, with the surrounding development, the request has merit. The “bow”, in both 98th Street and Quaker Avenue, at this section corner created some peculiar land use relationships with regard to the standard ten acres per corner. The streets were developed to put all of the playa on the Lake Ridge (north/west) side. A small sliver along the north side of 98th Street has been filled and developed as commercial. The Blue Sky Restaurant, next to the retaining pond on the corner, is a part of the playa.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P & Z Commission

Attachments

Ordinance - Zone Case 3187

Zone Case - 3187

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. 3187;** A ZONING CHANGE FROM **R-1 AND T** TO **C-3** ZONING DISTRICT ON **5.384 ACRES OF LAND OUT OF BLOCK E2, SECTION 16,** 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. 3187

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and T** to **C-3** zoning district on **5.384 acres of land out of Block E2, Section 16**, City of Lubbock, Lubbock County, Texas, located at **South of 98th Street and West of Quaker Avenue.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

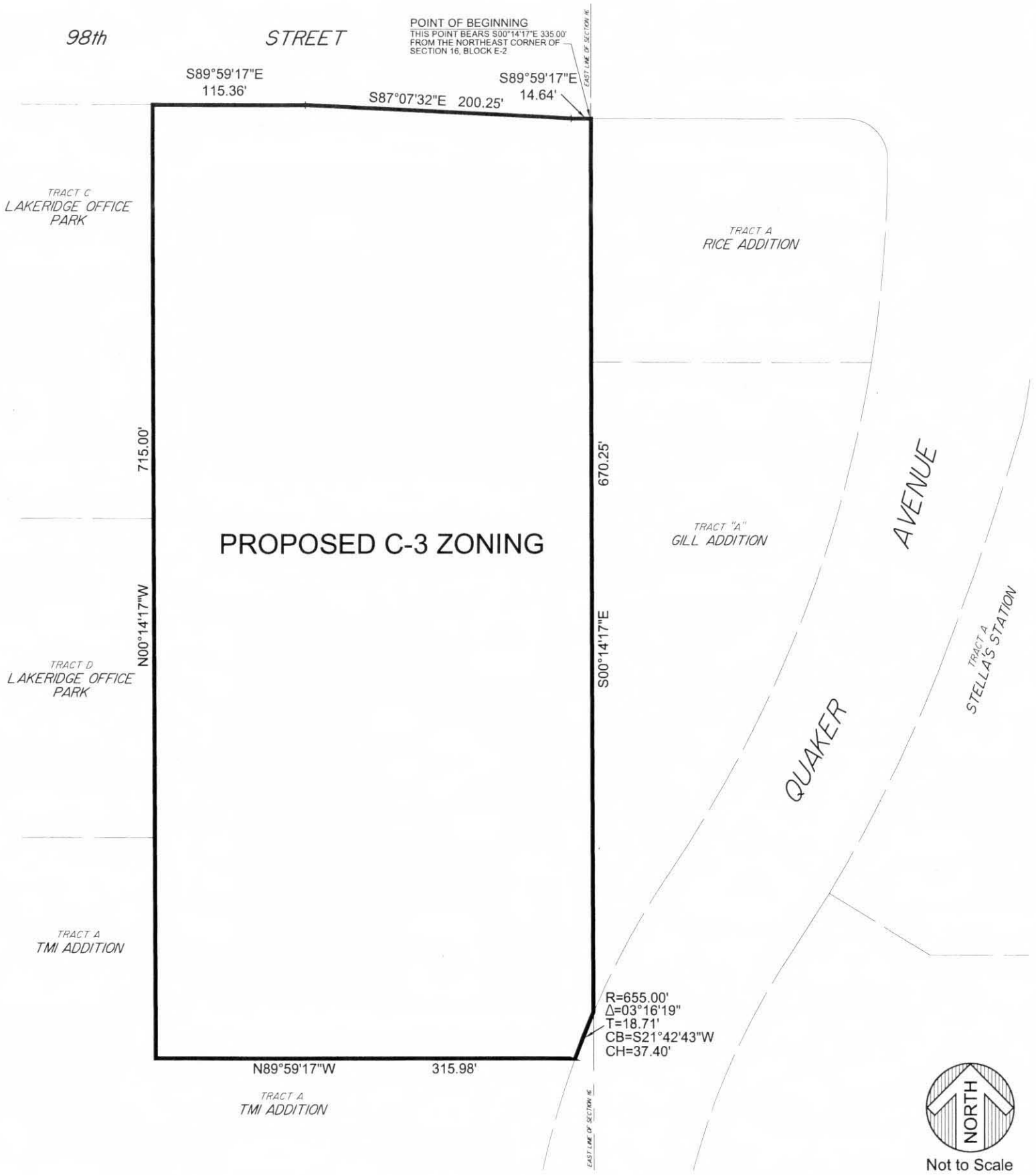
APPROVED AS TO CONTENT:

Randy Henson
Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3187
September 6, 2012



PROPOSED C-3 ZONING

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

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed C-3 Zoning

METES AND BOUNDS DESCRIPTION of a 5.384 acre tract of land located in Section 16, Block E-2, Lubbock County, Texas, same being that certain tract described as 2 tracts in Volume 10328, Page 19 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found in the East line of said Section 16 and the South right-of-way line of 98th Street as described in Volume 1895, Page 321 of the Deed Records of Lubbock County, Texas, at the Northwest corner of Tract A, Rice Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded in Volume 7446, Page 316 and amending plat recorded under County Clerk file No. 2006021036 of the Official Public Records of Lubbock County, Texas and the Northeast corner of this tract which bears S. 00°14'17" E. a distance of 335.00 feet from the Northeast corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE S. 00°14'17" E., along the East line of said Section 16 and the Western boundary of said Tract A, Rice Addition, at 182.33 feet pass an "X" found cut in concrete at the Southwest corner of said Tract A, Rice Addition and the Northwest corner of Tract A, Gill Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded under County Clerk file No. 2007026957 of the Official Public Records of Lubbock County, Texas, continuing along the East line of said Section 16 and the Western boundary of said Tract A, Gill Addition for a total distance of 670.25 feet to a 5/8" iron found in the West right-of-way line of Quaker Avenue as described in Volume 1892, Page 954 of the Deed Records of Lubbock County, Texas at the South corner of said Tract A, Gill Addition and the most Easterly Southeast corner of this tract;

THENCE Southwesterly along said West right-of-way line around a curve to the left, said curve having a radius of 655.00 feet, a central angle of 03°16'19", a chord bearing of S. 21°42'43" W. and a chord distance of 37.40 feet to a point for the most Easterly Northeast corner of Tract A, TMI Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded under County Clerk file No. 2008011784 of the Official Public Records of Lubbock County, Texas and the most Southerly Southeast corner of this tract;

THENCE N. 89°59'17" W., along the Northern boundary of said Tract A, TMI Addition, a distance of 315.98 feet to a 1/2" iron rod with cap found at an "ell" corner of said Tract A, TMI Addition and the Southwest corner of this tract;

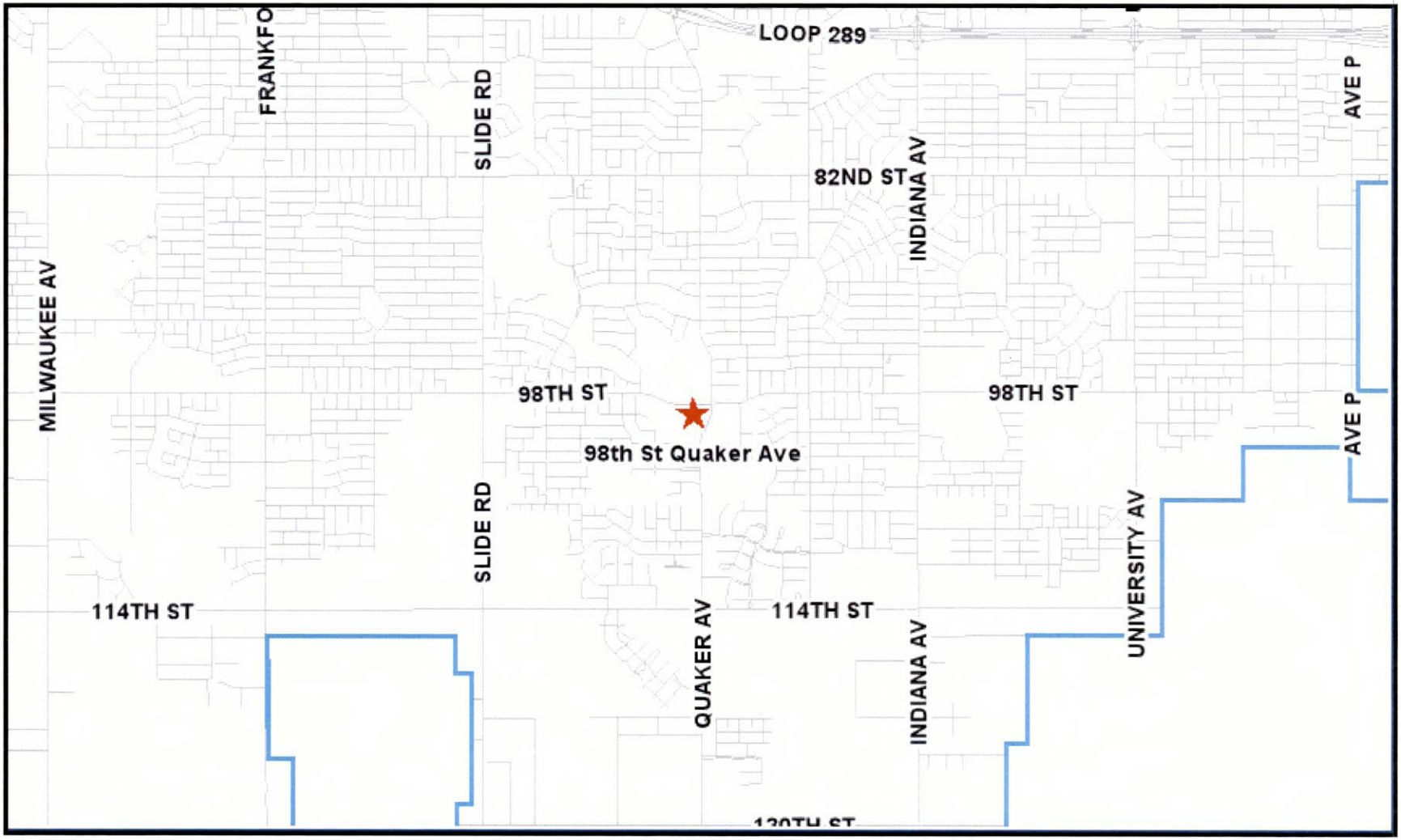
THENCE N. 00°14'17" W., continuing along the Northern boundary of said Tract A, TMI Addition, at 165.05 feet pass a 1/2" iron rod with cap found at the most Northerly Northeast corner of said Tract A, TMI Addition and the Southeast corner of Tract D, Lakeridge Office Park an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded under County Clerk file No. 2008038452 of the Official Public Records of Lubbock County, Texas, continuing along the Eastern boundary of said Tract D, Lakeridge Office Park at 404.81 feet pass a 1/2" iron rod with cap found at the Northeast corner of said Tract D, Lakeridge Office Park and the Southeast corner of Tract C, Lakeridge Office Park an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication thereof recorded under County Clerk file No. 2006021036 of the Official Public Records of Lubbock County, Texas, continuing along the Eastern boundary of said Tract C, Lakeridge Office Park for a total distance of 715.00 feet to 1/2" iron rod found in the South right-of-way line of 98th Street as described in Volume 1895, Page 321 of the Deed Records of Lubbock County, Texas at the Northeast corner of said Tract C, Lakeridge Office Park and the Northwest corner of this tract;

THENCE S. 89°59'17" E., along said South right-of-way line, a distance of 115.36 feet to a 1/2" iron rod with cap set for a point of intersection;

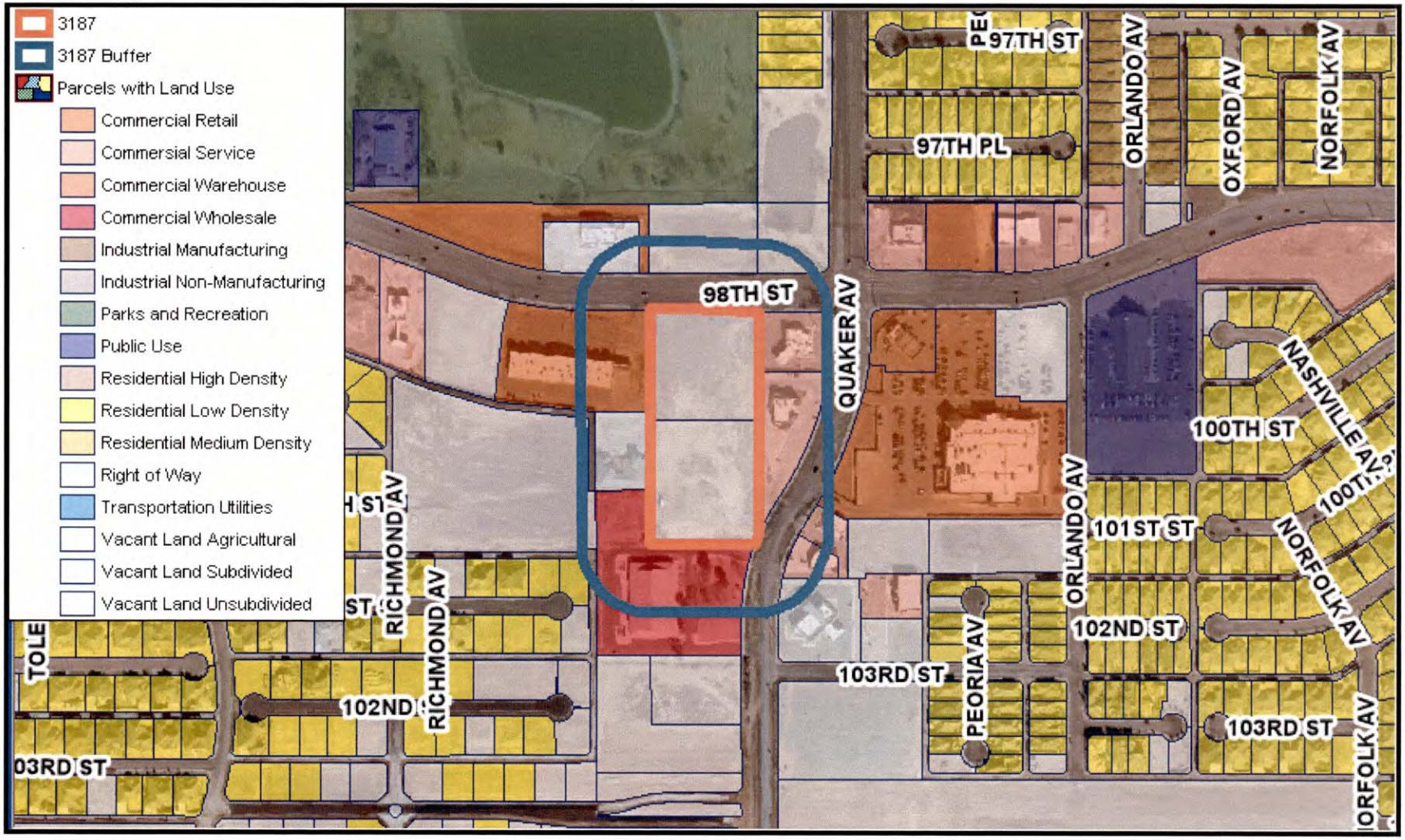
THENCE S. 87°07'32" E., continuing along said South right-of-way line, a distance of 200.25 feet (erroneous deed calls: S. 88°07'32" E.) to a 1/2" iron rod with cap set for a point of intersection;

THENCE S. 89°59'17" E., continuing along said South right-of-way line, a distance of 14.64 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

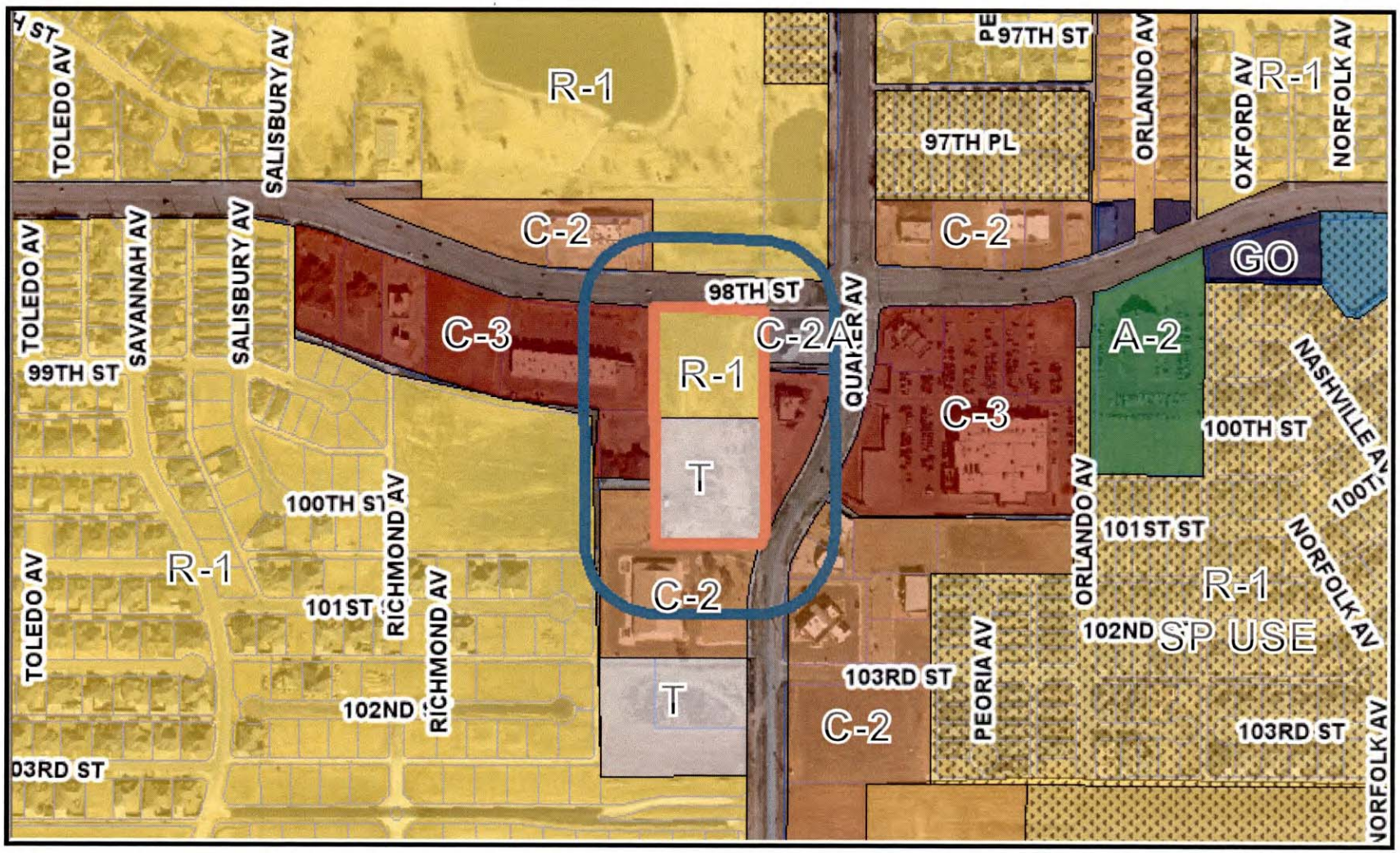


P.Z.C. Case 3187



P.Z.C. Case 3187

Request of Hugo Reed and Associates, Inc. (for Happy State Bank) for a zoning change from R-1 and T to C-3 for commercial development, South of 98th Street and West of Quaker Avenue



P.Z.C. Case 3187 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For **Happy State Bank**
4402 19th Street
Street/Post Office Box
Lubbock **TX** **79407**
City State Zip
806-788-2437
Telephone

Location or Address: 98th and Quaker Avenue (see attached graphic)

Legal Description:* **See attached metes and bounds**

Existing Land Use: **Vacant**

Existing Zoning: R-1 and T

Acreage or Square Footage of Property: **Approximately 5.4 Acres**

Zoning Requested: **C-3**

Proposed Development: **Commercial Development**

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

Applicant's Signature

August 13, 2012
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: **$490.00**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Reciept 20710 Ck# 3600047 **For City Use Only** MHB Map 41

Zone Case No.: 3167 **Agenda No.:** 3

Request for zoning change from: R-1, T **To:** C-3

5.384 acres of land out of block E2 section 16

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** South of 98th St West of Quaker Ave

Regular City Council Meeting **5. 26.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3188 Ordinance 2012-O0113 Consider a request of Joseph Reed, on behalf of Church on the Rock, for a zoning change from T to A-2 limited to a church and church-related uses on Tract A, Church on the Rock Addition and approximately .9 acres of unplatted land, 10503 Slide Road.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a parcel east of Slide Road and orth of 106th Street from T to A-2 limited to a church and church-related uses.

Proposed Land Use:
The proposed land use is for a church and church-related uses.

Adjacent Land Uses:
North: commercial, Zoned C-4.
South: residential and commercial, Zoned T & R-1 Specific Use.
East: residential, Zoned R-1 Specific Use.
West: commercial, Zoned C-4, C-3, IHC.

Planning and Zoning (P&Z) Public Hearing Notes:
During the public hearing several adjacent property owners, who reside south of 106th Street, voiced their concerns regarding the curb-cut/approach off 106th Street from the church. 106th Street is a cul-de-sac from the east (from Vicksburg) as platted and does not connect to Slide Road. Some were opposed to the curb cut recently installed when the church built a new parking lot toward Slide Road at the south end of the church tract. They expressed concern that the parking lot would increase traffic in the neighborhood and would allow drivers to cut across the church parking lot to Slide Road.

City staff and the pastor of the church explained that currently a locked, chained fence inhibited access through the church property via the curb cut. While the neighbors were not entirely in favor of the curb cut, regardless of limited access, the Planning and Zoning Commission felt comfortable approving the case with a locked gate and signage stating access was restricted. The gate would be open only on Sundays.

The land at the south end of the tract, with overhead power lines, has been deeded to the church. Several neighbors believed that Southwestern Public Service owned the land; however, they only have an easement. The church tract is now adjacent to 106th Street. The City Code of Ordinances allows the Church one curb cut along 106th Street. The Church is making every effort to prevent the curb cut from becoming a short cut to Slide Road.

Impact on the Comprehensive Land Use Plan (CLUP):
There will be no impact or change to the current use of the property. The property is currently used as a church, and the proposed zone change is to continue to use the property as a church. The request meets the policy for churches

within the CLUP.

Church on the Rock was on this property prior to the land being annexed. The property had never been zoned. When the Church was planning a previous addition, a Zoning Board of Adjustment (ZBA) case to expand the legal nonconforming use was approved. One of the recommendations from the ZBA, during that case, was to require platting and zoning for any future additions. The new request for a building permit for the new addition, new parking and the acquisition of a donated piece of property to the church required rezoning and platting the adjacent lots that had not previously been platted.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P & Z Commission

The P & Z Commission attached one condition:
1. Require a gate, along with a "private access" sign, to limit access to a curb cut for the church parcel from 106th Street to Slide Road. The gate will be open on Sunday only.

Attachments

Ordinance - Zone Case 3188

Zone Case 3188

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. 3188;** A ZONING CHANGE FROM **T** TO **A-2** ZONING DISTRICT LIMITED TO **CHURCH AND CHURCH RELATED USES ON TRACT A, CHURCH ON THE ROCK ADDITION AND APPROXIMATELY 1.037 ACRES OF UNPLATTED LAND,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3188

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **A-2** zoning district **limited to a church and church related uses on Tract A, Church on the Rock Addition and approximately 1.037 acres of unplatted land,** City of Lubbock, Lubbock County, Texas, located at **10503 Slide Road,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A"

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT a gate is required along with a "private access" sign, to limit access to a curb cut for the church parcel from 106th Street to Slide Road. The gate shall be open on Sunday only.**

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
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3188
September 6, 2012

ABACUS ENGINEERING SURVEYING

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

Count on it

Attachment A

FIELD NOTES on a 1.037 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

Beginning at a found rod with yellow cap at the Southwest corner of the Plat Limits of Sunridge Addition, Lots 67-106, as recorded in Volume 6251, Page 277, Lubbock County Real Property Records, also being the Southeast corner of Tract A, Church on the Rock Addition as recorded in Volume 7197, Page 287 for the Northeast corner of this tract;

THENCE S 01°41'46" W (Texas North Central Zone Bearing Basis), 43.35 feet to the most Easterly Southeast corner of this tract which is in the North line of 106th Street;

THENCE N 87°42'19" W, with the North line of 106th Street, 236.03 feet to the start on a curve;

THENCE Southwesterly, with a curve to the left, having a radius of 71.00 feet, a central angle of 60°34'40", and a chord bearing of S 62°02'21" W, a chord distance of 71.62 feet;

THENCE N 87°42'19" W, with the North Line of an alley, 146.89 feet to a point in the East line the tract described in Volume 9596, Page 255, Lubbock County Official Public Records(LCOPR) which is also the Northwest corner of the Plat Limits of Suncrest Villas Addition for a corner of this tract;

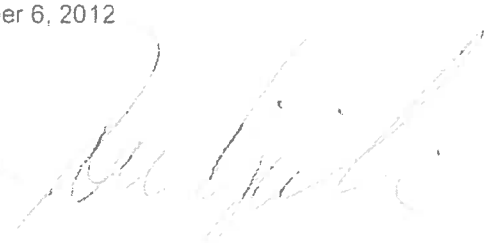
THENCE N 01°43'53" E, with the East line of the tract described in Volume 9596, Page 255, LCOPR, 16.70 feet to a point in the South line of an Overhead Power Line Easement recorded in Volume 844, Page 485, Lubbock County Deed Records for a corner of this tract;

THENCE N 87°42'19" W, with the South line of the said Easement,366.08 feet to a point in the East R-O-W line of Slide Road for the most Westerly Southwest corner of this tract;

THENCE N 01°43'53" E, with the East R-O-W line of Slide Road, 55.24 feet to the Northwest corner of this tract;

THENCE S 88°14'05" E, with the South line of Tract A, Church on the Rock Addition, 811.15 feet to the PLACE of BEGINNING and containing 1.037 acres including any Right-of-Way.

These notes are based on a survey made on the ground and is prepared for Zone Change Purposes only.
J. M. Cieszinski, RPLS # 4460
September 6, 2012



Return to:

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

VOL 7197 PAGE 287

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

25525

DEDICATION DEED

Attachment A

THAT **Lubbock Church on the Rock, Inc., a Texas Corporation,** of the County of Lubbock, State of Texas, is the owner of the following described property located in Lubbock County, Texas, to wit:

A TRACT OUT OF SECTION 16, BLOCK E-2, LUBBOCK COUNTY, TEXAS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-FOURTH OF SECTION 16, BLOCK E-2, LUBBOCK COUNTY, TEXAS;

THENCE N. 0° 03' 27" W., WITH THE WEST LINE OF SECTION 16, 500 FEET TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 89° 59' 09" E., AT 55 FEET PASS A FOUND ROD WITH YELLOW CAP, IN ALL 871.3 FEET TO A FOUND SPIKE NAIL FOR THE NORTHEAST CORNER OF THIS TRACT;

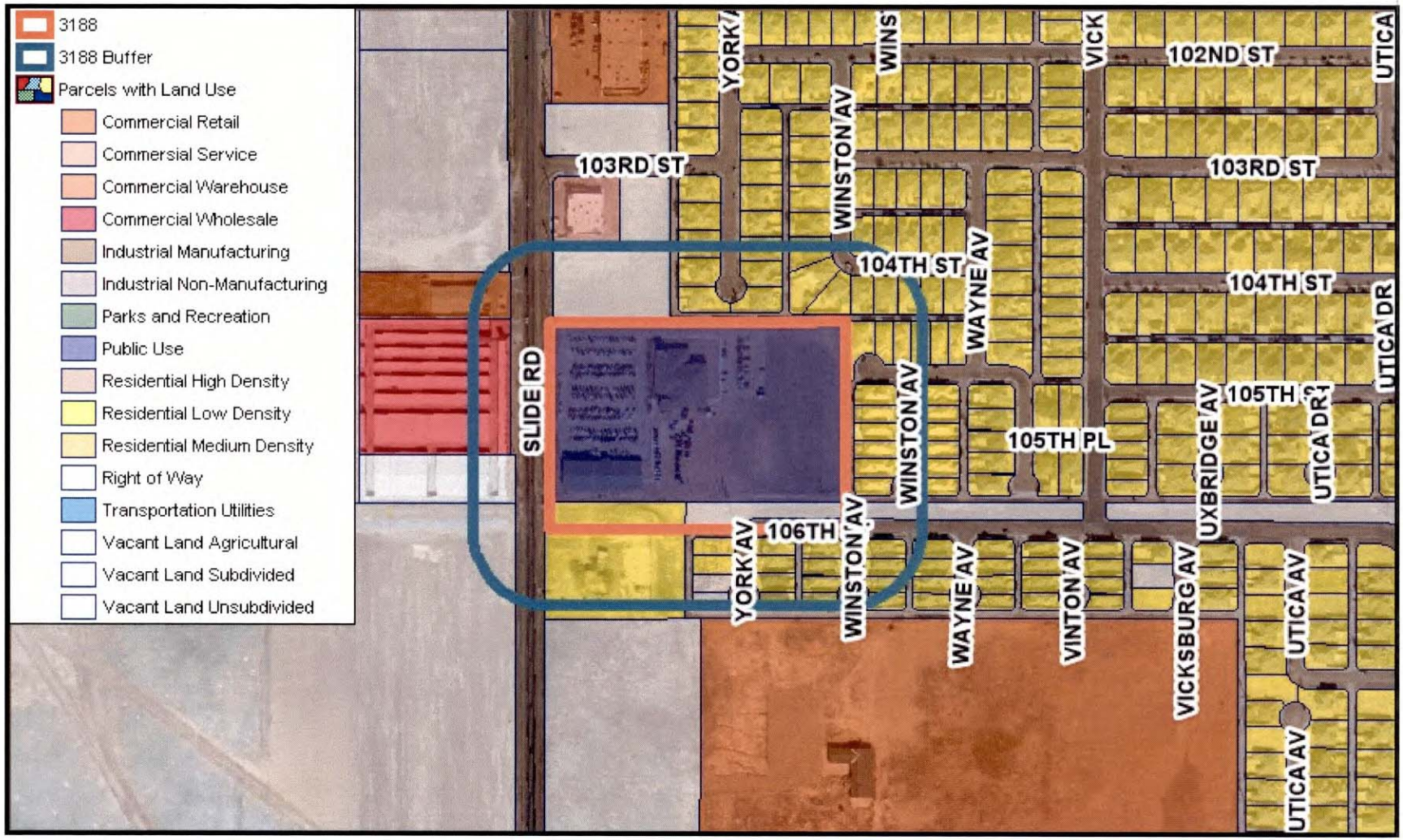
THENCE S. 0° 01' 16" E., 499.73 FEET TO A FOUND ROD WITH YELLOW CAP FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 89° 59' 47" W., AT 815.98 FEET PASS A FOUND ⅝" ROD, IN ALL 870.98 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.00 ACRES INCLUDING ANY RIGHT-OF-WAY.

THAT **Lubbock Church on the Rock, Inc., a Texas Corporation,** for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby adopt the plat attached hereto, said plat prepared by Jonathan Mark Cieszinski, Registered Professional Land Surveyor, designating the herein above described property as **Tract A, Church on the Rock Addition to the City of Lubbock, Lubbock County, Texas**, and does hereby impress the said name Tract A, Church on the Rock Addition to the City of Lubbock, Lubbock County, Texas, upon said property for the

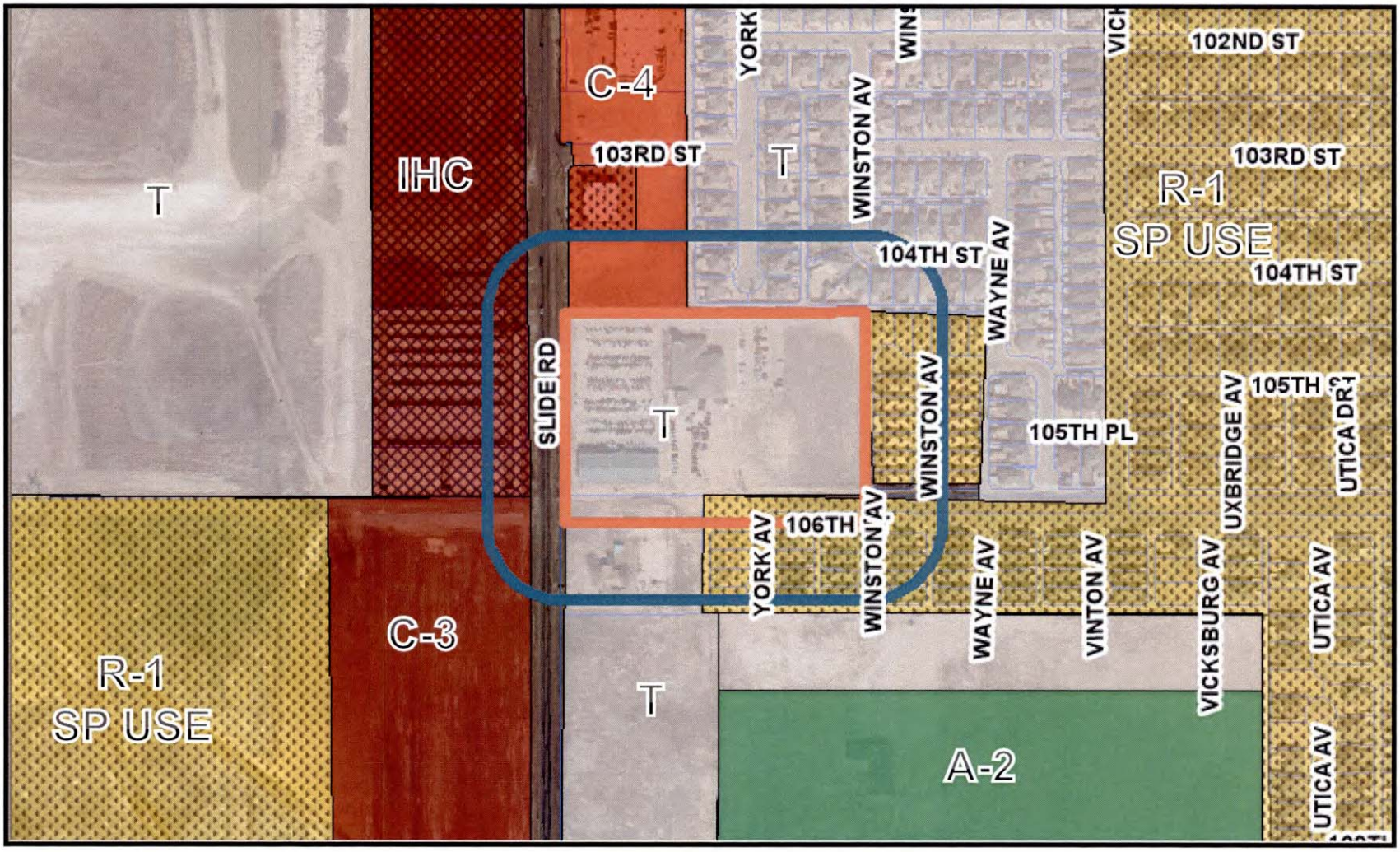
1556.0

P.Z.C. Case 3188



P.Z.C. Case 3188

Request of Joseph Reed (for Church on the Rock) for a zoning change from T to A-2 limited to a church and church related uses, 10503 Slide Road



P.Z.C. Case 3188 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JOSEPH REED
~~1050~~ 3213 56th
Street/Post Office Box
Lubbock TX 79413
City State Zip
(806) 781-1448
Telephone

For CHURCH ON THE ROCK.
10503 - SLIDE RD.
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 798-7990
Telephone

Location or Address: 10503 - SLIDE RD.

Legal Description:* TRACT A. + south of property to 146th St.

Existing Land Use: T **Existing Zoning:** CHURCH.

Acreage or Square Footage of Property:

Zoning Requested: A-2 FOR CHURCH.

Proposed Development: CHURCH & REMOVE REQ. FOR SCREENING FENCE

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

Applicant's Signature

Date 08/14/2012

Filing Fee: ~~475.00~~ + 165.00
($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.**

Reciept 20712 CK# 30588 **For City Use Only** PIN: 74587 Map 41

Zone Case No.: 3188 **Agenda No.:** 4

Request for zoning change from: T **To:** A-2

on Lot(s): Tract A **Block(s):** —

Subdivision: church on the rock **Address:** 10503 slide rd

1556.0

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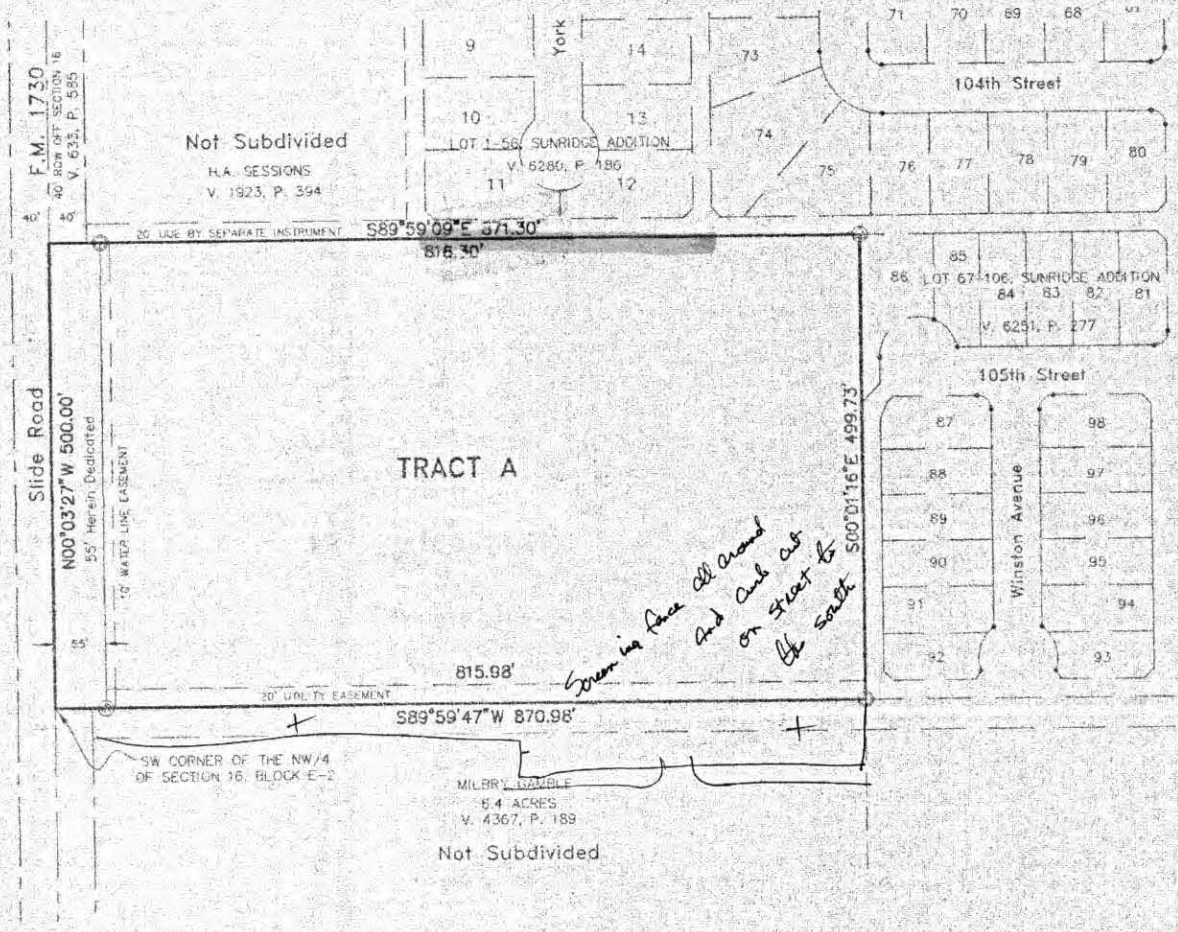
FINAL PLAT
TRACT A
CHURCH ON THE ROCK ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



SCALE: 1" = 100'
HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS 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 THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING, OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL, REPAIR, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS 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 INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE DEVELOPER'S EXPENSE.
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 COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FINISHED FLOOR SHALL CONFORM WITH THE PROVISIONS OF LUBBOCK CODE OF ORDINANCES SECTIONS 8-48 AND 21-31.
BLANKET GARBAGE COLLECTION EASEMENT AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED.
BLANKET UUE AND GSE AS REQUIRED FOR SERVICE WITHIN THE PLAT LIMITS IS HEREIN GRANTED TO LP&L, SWBT AND ENERGAS.

SPEC - SOUTH PLAINS ELECTRIC COOPERATIVE
LP&L - LUBBOCK POWER, LIGHT AND WATER CO.
SPS - SOUTHWESTERN PUBLIC SERVICE CO.
UUE - UNDERGROUND UTILITY EASEMENT
PVT - PRIVATE
TPE - TRANSFORMER PAD EASEMENT, 4' X 6' (NOT DRAWN TO SCALE)
SWBT - SOUTHWESTERN BELL TELEPHONE CO.
WLE - WATER LINE EASEMENT
DRE - DRAINAGE EASEMENT
USE - UNDERGROUND STREET LIGHT CABLE EASEMENT
ACE - 5' ACCESS EASEMENT AND 2' EAVE OVERHANG EASEMENT
PAE - PEDESTRIAN ACCESS EASEMENT
SEE - SWITCH ENCLOSURE EASEMENT, 6' X 6' (NOT DRAWN TO SCALE)

A METES AND BOUND DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT.
BEARINGS ARE RELATIVE TO THE NORTH LINE.
DIMENSIONS ON CURVES ARE CHORD DIMENSIONS.

- ○ FOUND ROD WITH YELLOW CAP
- Ⓐ FOUND NAIL
- (R) FOUND 5/8" ROD

CONTAINS 10.00 ACRES WITHIN THE PLAT LIMITS.

APPROVED this _____ Day of _____, 20____, by the PLANNING AND ZONING COMMISSION of the CITY of LUBBOCK.

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK CIESZINSKI, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Jonathan Mark Cieszinski

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS
March 09, 2001
Revised: May 18, 2001

STATE OF TEXAS REGISTERED J. N. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

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.:** ***3188***

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 29 REC'D
PLANNING DEPARTMENT

Print Name First Bank & Trust Greg Garland President

Signature: by Garland, President

Address: 9816 Slide Road

Address of Property Owned: 9816 Slide Road

47 of 48

Zone Case Number: **3188** 85157
FIRST BANK & TRUST
9816 SLIDE RD

LUBBOCK TX 79424

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: *3188***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

As long as it is staying a church

RECEIVED
AUG 28 REC'D
PLANNING DEPARTMENT

Print Name Brad King

Signature: [signature]

Address: 10309 York Ave Lubbock, TX 79424

Address of Property Owned: Same

5 of 48

Zone Case Number: **3188** 74350
KING BRAD E & AMY
10309 YORK AVE

LUBBOCK TX 79424-6373

Regular City Council Meeting **5. 27.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3047-D Ordinance 2012-O0114 Consider a request of Stellar Development Company, on behalf of Stellar Land Company, for a zoning change from R-1 Specific Use to GO for a garden office park and one tract to AM Specific Use for a bank on 7.8 acres of land out of Block E2, Section 23, Northwest corner of 122nd Street and Quaker Avenue.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone 7.8 acres near the northwest corner of 122nd Street and Quaker Avenue from R-1 Specific Use to GO and AM Specific Use for an office park and a bank.

Adjacent Land Uses:
North: residential, Zoned R-1 Specific Use, Vintage Township.
South: residential and commercial, CB-2 Specific Use on the corner tract and a portion, annexed as T, is partially occupied by single family homes.
East: vacant commercial, Zoned CB-2 Specific Use, Vintage Township.
West: vacant, Zoned T.

Planning and Zoning (P&Z) Public Hearing Notes:
Along with the applicant there were several homeowners from the Vintage Township neighborhood that spoke in favor of the zone case.

Impact on the Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP. This area has frontage on Quaker and on the collector level street, 122nd Street. The project should not have any major impact on adjacent properties or traffic in the area.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P & Z Commission

Attachments

Ordinance - Zone Case 3047-D

Zone Case 3047-D

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. 3047-D;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO FOR A GARDEN OFFICE PARK AND ONE TRACT TO AM SPECIFIC USE FOR A BANK** ZONING DISTRICT ON **7.8 ACRES OF LAND OUT OF BLOCK E2, SECTION 23,** 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. 3047-D

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 for a garden office park and one tract to AM Specific Use for a bank** zoning district on **7.8 acres of land out of Block E2, Section 23**, City of Lubbock, Lubbock County, Texas, located at **Northwest corner of 122nd Street and Quaker Avenue.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

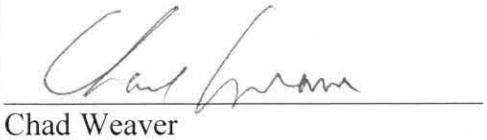
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson

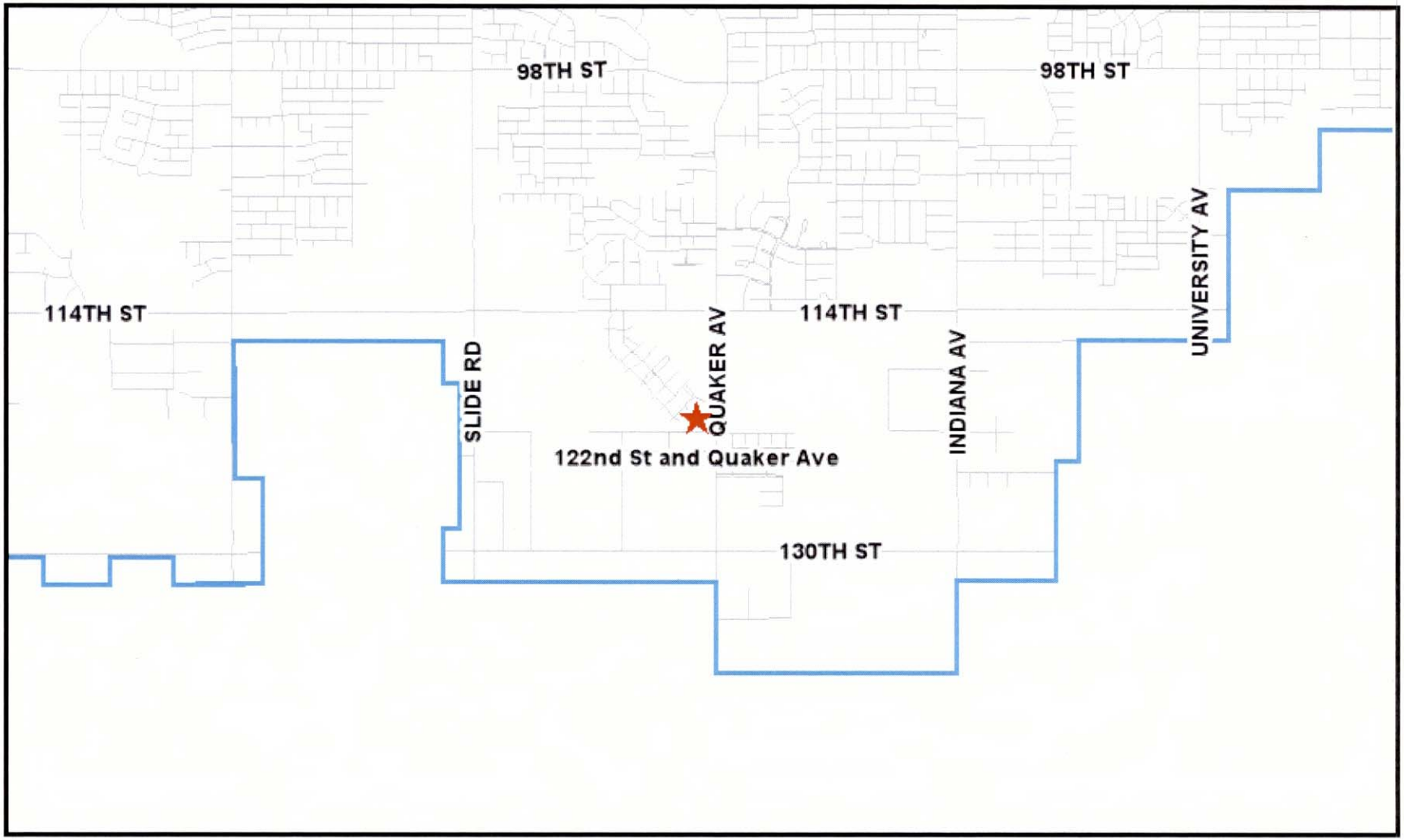
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

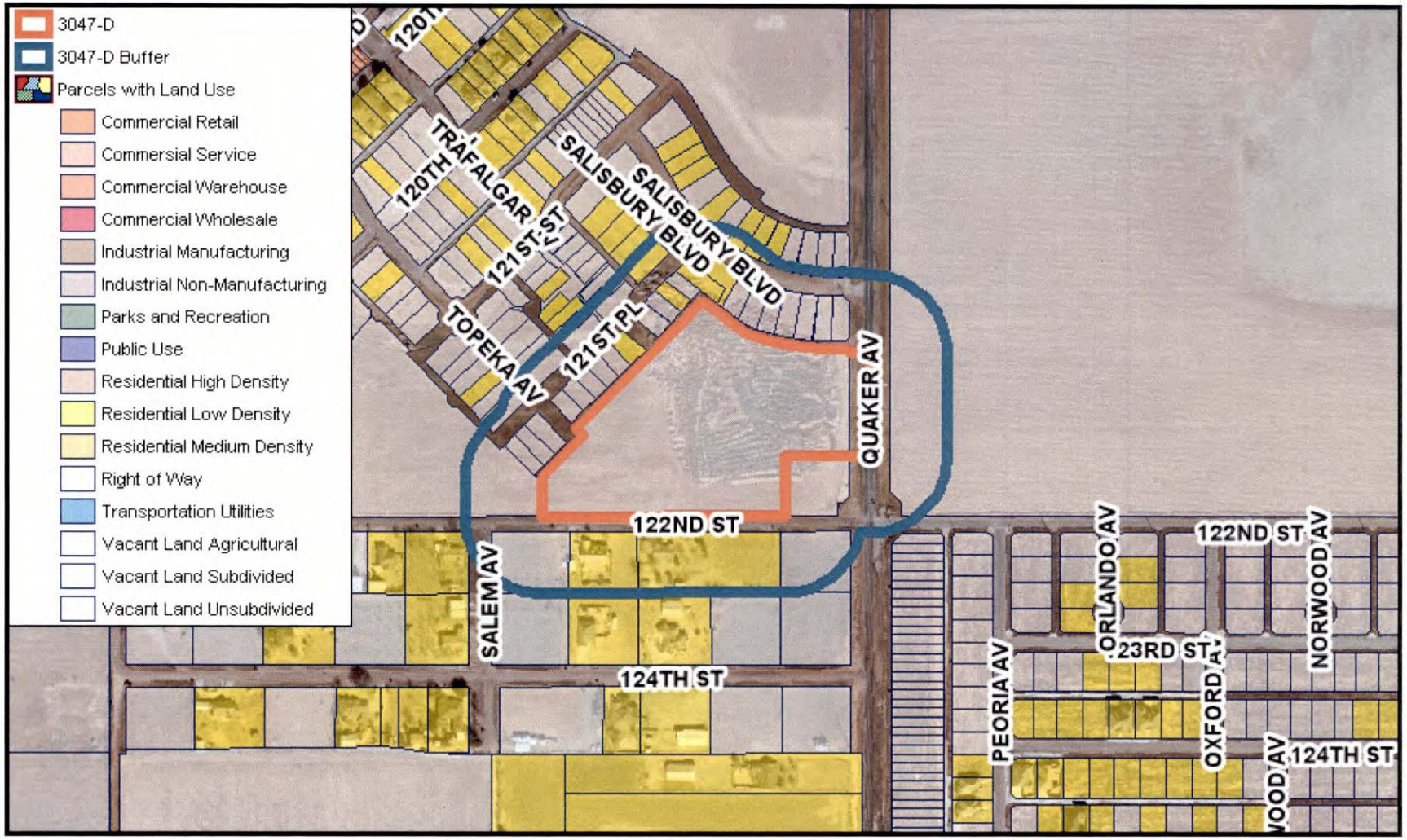


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3047-D
September 6, 2012

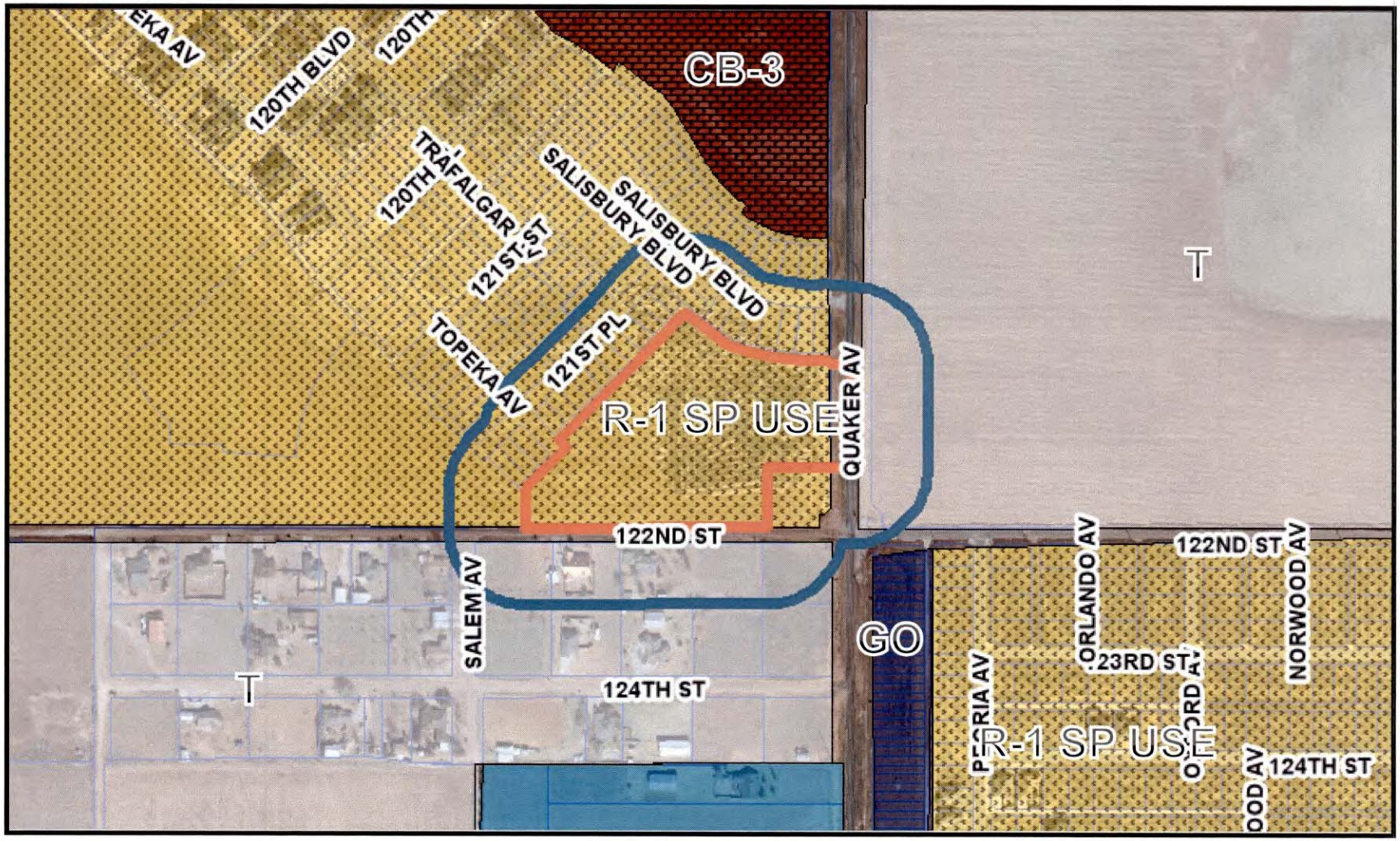


P.Z.C. Case 3047-D



P.Z.C. Case 3047-D

Request of Stellar Development Company (for Stellar Land Company) for a zoning change from R-1 Specific Use to GO for a garden office park and one tract to AM Specific Use for a bank, Northwest corner of 122nd Street and Quaker Avenue



P.Z.C. Case 3047-D Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Stellar Development Company
12002 Trafalgar Ave, Ste 101A
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 771-1117
Telephone

For Stellar Land Company
12002 Trafalgar Ave, Ste 101A
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 771-1117
Telephone

Location or Address: Northwest corner of 122nd Street and Quaker Ave.

Legal Description:* See attached

Existing Land Use: raw land **Existing Zoning:** R-1 Specific Use

Acreage or Square Footage of Property: 7.8 acres

Zoning Requested: G.O. - Garden office

Proposed Development: Garden office park

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

Applicant's Signature

8/13/17
Date

Filing Fee: $495.40
($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.**

---

reciept 20713 CK# 1072

For City Use Only

M+B Map 41

Zone Case No.: 3047-D **Agenda No.:** 5

Request for zoning change from: R-1 SP. USE **To:** FO

7.8 acres of land out of Block E-2 Section 23

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** NW corner of 122nd St and Quaker Ave

121st PLACE
TRAFALGAR AVENUE
QUAKER
N43°37'22"E 176.4'
14.7'
N86°23'27"E
S50°50'28"E 136.5'
R=667.0' Δ=21°41'23" T=127.8' CH=251.0'
S88°10'48"E
55'
S88°53'54"E
27.9'
S43°32'22"E
14.1'
THIS POINT BEARS S01°49'12"W 2190.84' FROM THE NORTHEAST CORNER OF SECTION 23, BLOCK E-2
286.1'
S01°49'12"W
N47°16'08"E 144.7'
N47°16'08"E
14.1'
N02°14'48"E
14.1'
N47°16'08"E
20.0'
S87°45'12"E
14.1'
N47°16'08"E 118.2'
STRAIGHT LINE
APPROX. 7.8 ACRES
N41°40'33"W
29.9'
N47°16'08"E 148.0'
18.4'
N24°31'44"E
S88°12'40"E 230.0'
N01°47'20"E
99.8'
N01°49'12"E 164.7'
APPROX. 0.9 ACRES
S01°49'12"W 164.7'
N88°12'40"W 658.6'
122nd STREET
40' Road Easement (Vol. 1529, Pg. 785)
N88°12'40"W 230.0'
THIS POINT IS THE SE CORNER OF THE NE QUARTER OF SECTION 23, BLOCK E-2
373
2
3
4
5

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of an approximately 7.8 acre tract located in Section 23, Block E-2, Lubbock County, Texas being further described as follows:

BEGINNING at a point in the East line of Section 23, Block E-2, Lubbock County, Texas, which bears S. 01°49'12" W., an approximate distance of 2190.8 feet from the Northeast corner of said Section 23, Block E-2;

THENCE S. 01°49'12" W., along the East line of said Section 23, an approximate distance of 286.1 feet to a point;

THENCE N. 88°12'40" W., an approximate distance of 230.0 feet to a point;

THENCE S. 01°49'12" W., an approximate distance of 164.7 feet to a point in the South line of the Northeast quarter of said Section 23, Block E-2;

THENCE N. 88°12'40" W., along the South line of the Northeast quarter of said Section 23, an approximate distance of 658.6 feet to a point;

THENCE N. 01°47'20" E., an approximate distance of 99.8 feet to a point;

THENCE N. 24°31'44" E., an approximate distance of 18.4 feet to a point;

THENCE N. 47°16'08" E., an approximate distance of 148.0 feet to a point;

THENCE N. 41°40'33" W., an approximate distance of 29.9 feet to a point;

THENCE N. 47°16'08" E., an approximate distance of 118.2 feet to a point;

THENCE S. 87°45'12" E., an approximate distance of 14.1 feet to a point;

THENCE N. 47°16'08" E., an approximate distance of 20.0 feet to a point;

THENCE N. 02°14'48" E., an approximate distance of 14.1 feet to a point;

THENCE N. 47°16'08" E., an approximate distance of 144.7 feet to a point;

THENCE N. 43°37'22" E., an approximate distance of 176.4 feet to a point;

THENCE N. 86°23'27" E., an approximate distance of 14.7 feet to a point;

THENCE S. 50°50'28" E., an approximate distance of 136.5 feet to a point of intersection;

THENCE Southeasterly, along a curve to the left, said curve having a radius of approximately 667.0 feet, a central angle of approximately 21°41'23", tangent lengths of approximately 127.8 feet, and a chord distance of approximately 251.0 feet to a point;

THENCE S. 88°53'54" E., an approximate distance of 27.9 feet to a point;

THENCE S. 43°32'22" E., an approximate distance of 14.1 feet to a point;

THENCE S. 88°10'48" E., an approximate distance of 55.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY.

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ____

Opposed ✓

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Reasons and/or Comments:

Business will face away from 122nd St. The houses ~~at~~ on 122nd will have to look at the back of these business therefore decreasing the property value of my home.

Print Name Katherine McKinzie

Signature: Katherine McKinzie

Address: 4601-122nd St. Lubbock, TX 79424

Address of Property Owned: 4601-122nd Lubbock, TX 79424

Zone Case Number: **3047-D** 85502
MC KINZIE FAMILY TRUST
% KATHARINE L MC KINZIE
4601 COUNTY ROAD 7340

LUBBOCK TX 79424-6336

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

Reasons and/or Comments:

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Print Name William Jewell Davis

Signature: Wm Jewell Davis

Address: PO Box 64446 - 79464

Address of Property Owned: Oakmont Estates

21 of 21

Zone Case Number: **3047-D** 93090
OAKMONT ESTATES INV OF LU
PO BOX 64446

LUBBOCK TX 79464

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

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In Favor of ✓

Opposed ____

Reasons and/or Comments:

Print Name Bill Egert

Signature: Bill Egert

Address: _____

Address of Property Owned: 4605 12/st Place

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

Reasons and/or Comments:

We believe this would be an attractive compliment to our neighborhood.

Print Name Beth Sublett

Signature: Beth Sublett

Address: 12108 Salisbury Blvd 79424

Address of Property Owned: same

12 of 21

Zone Case Number: **3047-D** 91854
SUBLETT JACOB C & ELIZABE
12108 SALISBURY AVE

LUBBOCK TX 79424-5040

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

Reasons and/or Comments:

Print Name NATHAN Kline

Signature: _____

Address: 4601 121st pL

Address of Property Owned: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

Reasons and/or Comments:

Print Name ERIC HUNTLEY

Signature: [signature]

Address: 12117 SALISBURY BLVD.

Address of Property Owned: 12117 SALISBURY BLVD.

16 of 21

Zone Case Number: **3047-D** 91864
HUNTLEY, ERIC
12117 SALISBURY BLVD

LUBBOCK TX 79424

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ✓

Opposed ____

Reasons and/or Comments:
I believe that this will continue to increase and sustain the values of the property in this subdivision.

Print Name Micah Paxton

Signature: [signature]

Address: 4603 121st Place, Lubbock TX

Address of Property Owned: ____

17 of 21

Zone Case Number: **3047-D** 91865
MADEWELL HOMES LP
12002 TRAFALGAR AVE
STE 102

LUBBOCK TX 79424

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

I own property next to this and am excited to see this coming to the neighborhood and the continued growth in this area.

Print Name Tana A. Patterson

Signature: Tana A. Patterson

Address: 12002 Trafalgar

Address of Property Owned: 12116 Salisbury Blvd

14 of 21

Zone Case Number: **3047-D** 91862
VINTAGE LAND CO LTD
12002 TRAFALGAR AVE
101

LUBBOCK TX 79424-7668

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

(5)

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In Favor of ____

Opposed ✓

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Reasons and/or Comments:

This would lower the values of our Property.
The Property was sold to us for residential areas not commercial business.

WILLIAMS FAMILY TRUST

Print Name Billie M Williams (Family Trust

Signature: Billie M Williams. TTE

Address: 4405 122nd St

Address of Property Owned: LUBBOCK TX 79424

Zone Case Number: **3047-D** 85499
WILLIAMS, FAMILY TRUST
4405 122ND ST

LUBBOCK TX 79424-6344

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

(5)

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In Favor of ✓

Opposed ___

Reasons and/or Comments:

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Print Name Billie M Williams

Signature: Billie M Williams

Address: 4405 122nd St

Address of Property Owned: ___

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

5

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In Favor of ✓

Opposed ___

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SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

We are very excited to hear a garden office center might be going across from our house. It will definetley look a lot better than any duplex or retail space.

Print Name Renee Yowell

Signature: Renee Yowell

Address: 4407 122nd St Lubbock, TX 79424

Address of Property Owned: Same as above

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

(5)

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In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

This development will not only be good for Vintage but also a plus for South Lubbock and surrounding neighborhoods

Print Name JOSHUA L. ALLEN

Signature: [signature]

Address: 4612-120th Blvd

Address of Property Owned: 4612-120th Blvd

OUTSIDE THE ORIGINAL NOTICE AREA

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

5

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In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Print Name Jason Blacklock

Signature: Jason Blacklock

Address: 4705 120th Blvd

Address of Property Owned: 4705 120th Blvd

OUTSIDE THE ORIGINAL NOTICE AREA

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

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ✓

Opposed ____

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name S. Joyce Herron

Signature: Seba Joyce Herron

Address: 4618 120th Place

Address of Property Owned: 4618 120th Place 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

15

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In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Further economic development of South Quaker

Print Name Matthew McDonald

Signature: Matthew McDonald

Address: 12010 Topeka Ave.

Address of Property Owned: 12010 Topeka Ave.

OUTSIDE THE ORIGINAL NOTICE AREA

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

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In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name James Owens

Signature: [signature]

Address: 11808 Topeka Ave Lubbock TX 79424

Address of Property Owned: ↑ ↑

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Print Name Julie Cordero

Signature: Julie Cordero

Address: 4711 118th St Lbb 79424

Address of Property Owned: 4711 118th St, Lbb TX 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Print Name Greg Turnbow

Signature: [signature]

Address: 11802 Topeka Ave Lubbock Tx 79424

Address of Property Owned: SAME

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Print Name Debbie Moore

Signature: Debbie Moore

Address: 11704 Topeka Ave

Address of Property Owned: 11704 Topeka

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Johnny Shepard

Signature: Johnny Shepard

Address: 4621 118th Lubbock, Tx. 79424

Address of Property Owned: 4621 118th Lubbock, Tx. 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3047-D***

In Favor of ____

Opposed ____

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jordan Ramirez

Signature: JRamirez

Address: 11404 Topeka Ave, Lubbock, TX 79424

Address of Property Owned: 11404 Topeka Ave, Lubbock, TX 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

15

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Print Name Jimmy Schneider

Signature: [signature]

Address: 11410 Trafalgar Ave

Address of Property Owned: 11410 Trafalgar Ave

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3047-D

In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

I can't see this be anything but a positive for the entire area. Excited to see growth.

Print Name Diana Schneider

Signature: Diana Schneider

Address: 4616 120th Pl.

Address of Property Owned: 4616 120th Pl.

OUTSIDE THE ORIGINAL NOTICE AREA

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

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In Favor of ✓

Opposed ___

RECEIVED
SEP 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Rick & Lydia Kloiber

Signature: Rick Kloiber Lydia Kloiber

Address: 11816 TOPEKA AVE

Address of Property Owned: 11816 Topeka Ave

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ✓

Opposed ___

Reasons and/or Comments: 9-5-12

I was opposed until Mr. Stell came & explained about the Garden Park & the access to the Park would be off Quaker. He explained the landscaping & that the buildings would face 122nd & we would not be looking at the back of the buildings & dumpsters.

Print Name Katherine McKinzie / McKinzie Family Living Trust

Signature: Ann Haller ITE / Katherine McKenzie

Address: 4601-122nd St. Lubbock, Tx 79424

Address of Property Owned: 4601-122nd St Lubbock, TX 79424

RECEIVED
SEP 05 REC'D
PLANNING DEPARTMENT

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

(5)

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

Print Name Jerry Riggs

Signature: Jerry Lee Riggs

Address: 1002 W. Woodlawn

Address of Property Owned: BLK E2 Sec 23 AB 271 BLK 1 L5 Key Sub..
BLK E2 Sec 23 AB 271 BLK 1 L6 Key Sub

8 of 21

Zone Case Number: **3047-D** 85573
RIGGS, JERRY
1002 W WOODLAWN ST

SAN SABA TX 76877-3121

(5)

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-D**

In Favor of ✓

Opposed ___

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

I feel it will be done tastefully with Paul Stell and his people involved.

Print Name Matthew C. McCall

Signature: Matthew C McCall

Address: 12115 Salisbury Blvd

Address of Property Owned: 12115 Salisbury Blvd.

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

5

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

Print Name Derryck Rottman

Signature: [signature]

Address: 4613 120th Blvd Lubbock Tx 79424

Address of Property Owned: 4613 120th Blvd Lubbock Tx 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

(5)

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

In Favor of X

Opposed ___

Reasons and/or Comments:

I believe approval of this zoning change and subsequent development will enhance future development of Vintage Township, where I live.

Print Name Mallory L. Miller, Jr.

Signature: Mallory L. Miller Jr.

Address: 4617 117th St., Lubbock, TX 79424

Address of Property Owned: 4617 117th St., Lubbak, TX 79424

OUTSIDE THE ORIGINAL NOTICE AREA

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3047-D

In Favor of ✓

Opposed ___

RECEIVED
SEP 06 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Robert G. Heath

Signature: R G Heath

Address: 12119 Salisbury Blvd Lubbock, Tx

Address of Property Owned: SAME

OUTSIDE THE ORIGINAL NOTICE AREA

Regular City Council Meeting **5. 28.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3190 Ordinance 2012-O0115 Consider a request of Bobby Beale, P.E., on behalf of Lubbock Windmill Real Estate, LLC, for a zoning change from R-1 to IHC on 4.437 acres of unplatted land out of Block AK, Section 30 (6542 82nd Street).

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone the proposed property north of 82nd Street and east of Oakridge Avenue from T (Transitional) to IHC (Interstate Commercial).

Proposed Land Use:
The property is currently vacant and no proposed use was indicated. A mixture of uses from C-3 (General Commercial) to IHC exist along this portion of 82nd, as well as a number of nonconforming business locations. The proposed zoning should not have a negative impact on the surrounding properties and should not be a detriment to traffic in the area.

Adjacent Land Uses:
North: transition, Zoned T.
South: residential, Zoned A-2.
East: commercial, Zoned IHC.
West: transition, Zoned T.

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the Planning Commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is consistent with the CLUP. The subject property is currently designated as T. This proposal would extend the current IHC zoning designation found to the east of this property.

Fiscal Impact

None.

Staff/Board Recommending

Quicy White, Assistant City Manager
P & Z Commission

Attachments

Ordinance - Zone Case 3190

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. 3190;** A ZONING CHANGE FROM **T** TO **IHC** ZONING DISTRICT ON **4.437 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3190

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **IHC** zoning district on **4.437 acres of unplatted land out of Block AK, Section 30**, City of Lubbock, Lubbock County, Texas, located at **6542 82nd 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:

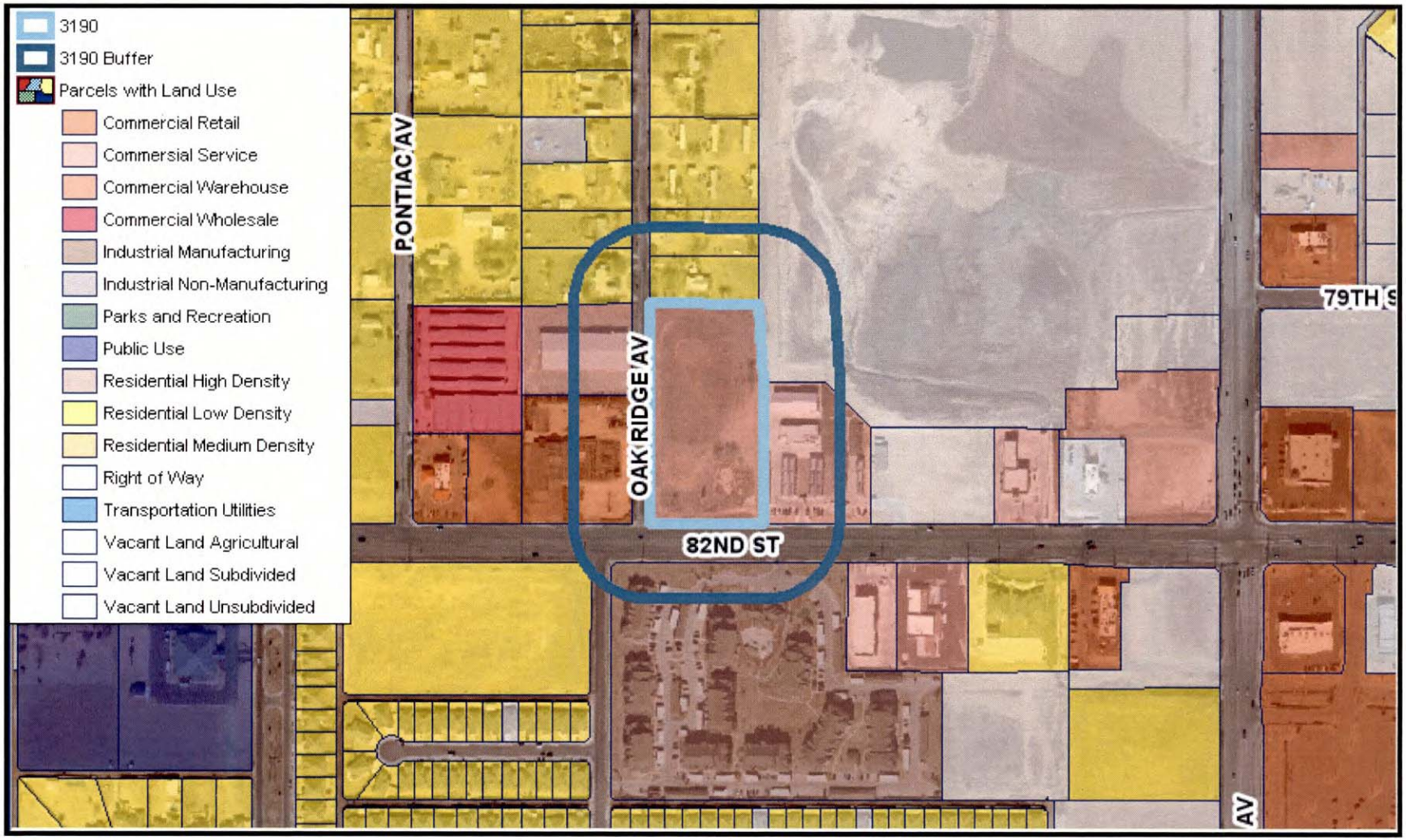
Randy Henson
Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

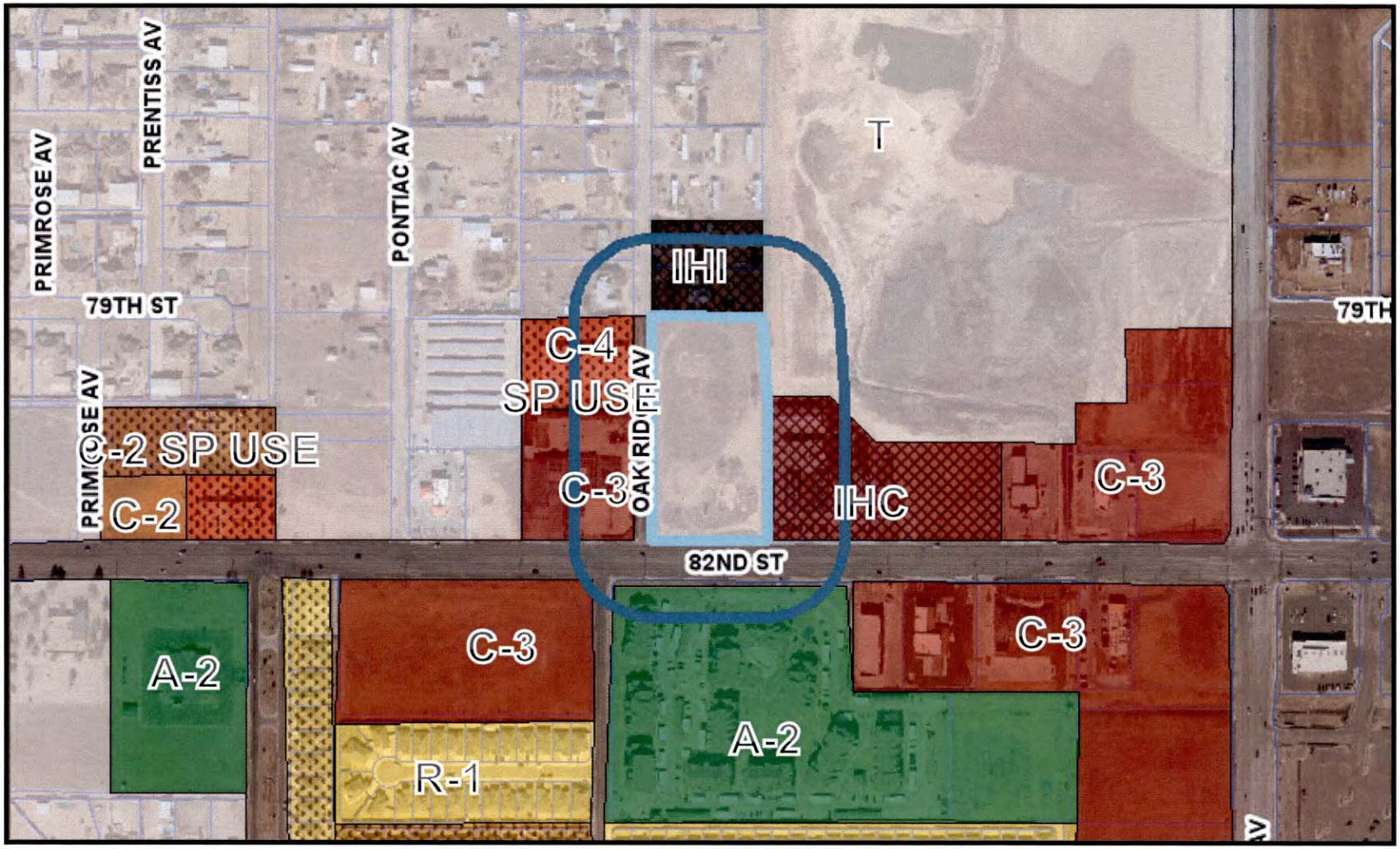
vw/cityatt/Chad/ZoneCase/ZC3190
September 6, 2012

P.Z.C. Case 3190



P.Z.C. Case 3190

Request of Bobby Beale, P.E. (for Lubbock Windmill Real Estate, LLC) for a zoning change from R-1 to IHC, 6542 82nd Street



P.Z.C. Case 3190 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BOBBY C BEALE, P.E
6004 VALENCIA
Street/Post Office Box
LUBBOCK TX 79407
City State Zip
(806) 687-1587
Telephone

For LUBBOCK WINDMILL REALESTATE LLC
6540 - 82ND ST
Street/Post Office Box
LUBBOCK TX 79424
City State Zip
(806)
Telephone

Location or Address: 6542 - 82ND ST

Legal Description:* BLK AK SEC 30 AB 748 TR-1 SOUTHWEST ACS

Existing Land Use: FARMING **Existing Zoning:** R-1

Acreage or Square Footage of Property: 4.437 ACRES

Zoning Requested: IHC

Proposed Development: UNKNOWN

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

Bobby C Beale
Applicant's Signature

8-10-12
Date

Filing Fee: #475.00 + (4 × #3.00) = #487.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

RECEIPT 20715 CK# 509384 M+B map 4/4

For City Use Only

Zone Case No.: 3190 **Agenda No.:** 7

Request for zoning change from: R-1 **To:** IHC

4.437 acres of unplatted land out of Block AK section 30

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6542 82nd St

Regular City Council Meeting **5. 29.**

Meeting Date: 10/11/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3145-C Ordinance 2012-O0116 Consider a request of the City of Lubbock for a zoning change from M-1 to IHI on Lots 11 through 20, Block 73, Original Town Addition, West of Avenue G, between 8th Street and 9th Street.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone half a block from M-1 (Light Industrial) to IHI (Interstate Highway Industrial). During the CB-6 (Arts District) hearing last month, this block was dropped by the Planning Commission with the understanding of the owner and the Commission that an IHI (Interstate Industrial) case would be filed.

Proposed Land Use:
This zone case is intended to provide for a zoning district with development standards for an existing industrial area with the Interstate Highway Industrial zoning. This is the last block in the downtown area without some form of design standards. The adjacent area is zoned IHI, CB-6, and CB-2. The new zoning district will provide for protection of adjacent redevelopment by insuring that any redevelopment in this block will be held to similar standards.

Adjacent Land Uses:
North: commercial, Zoned CB-6 (Arts District).
South: commercial, Zoned CB-2 (Central Business District, Broadway/Main).
East: commercial, Zoned IHI (Interstate Highway Industrial).
West: commercial, Zoned CB-6.

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the Commission for or against the case.

Impact on the Comprehensive Land Use Plan (CLUP):
The case is consistent with the CLUP and the Downtown Revitalization Plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P & Z Commission

Attachments

Ordinance - Zone Case 3145-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. 3145-C;** A ZONING CHANGE FROM **M-1** TO **IHI** ZONING DISTRICT ON **LOTS 11 THROUGH 20, BLOCK 73, ORIGINAL TOWN 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. 3145-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 **M-1** to **IHI** zoning district on **Lots 11 through 20, Block 73, Original Town Addition**, City of Lubbock, Lubbock County, Texas, located at **west of Avenue G, between 8th Street and 9th 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

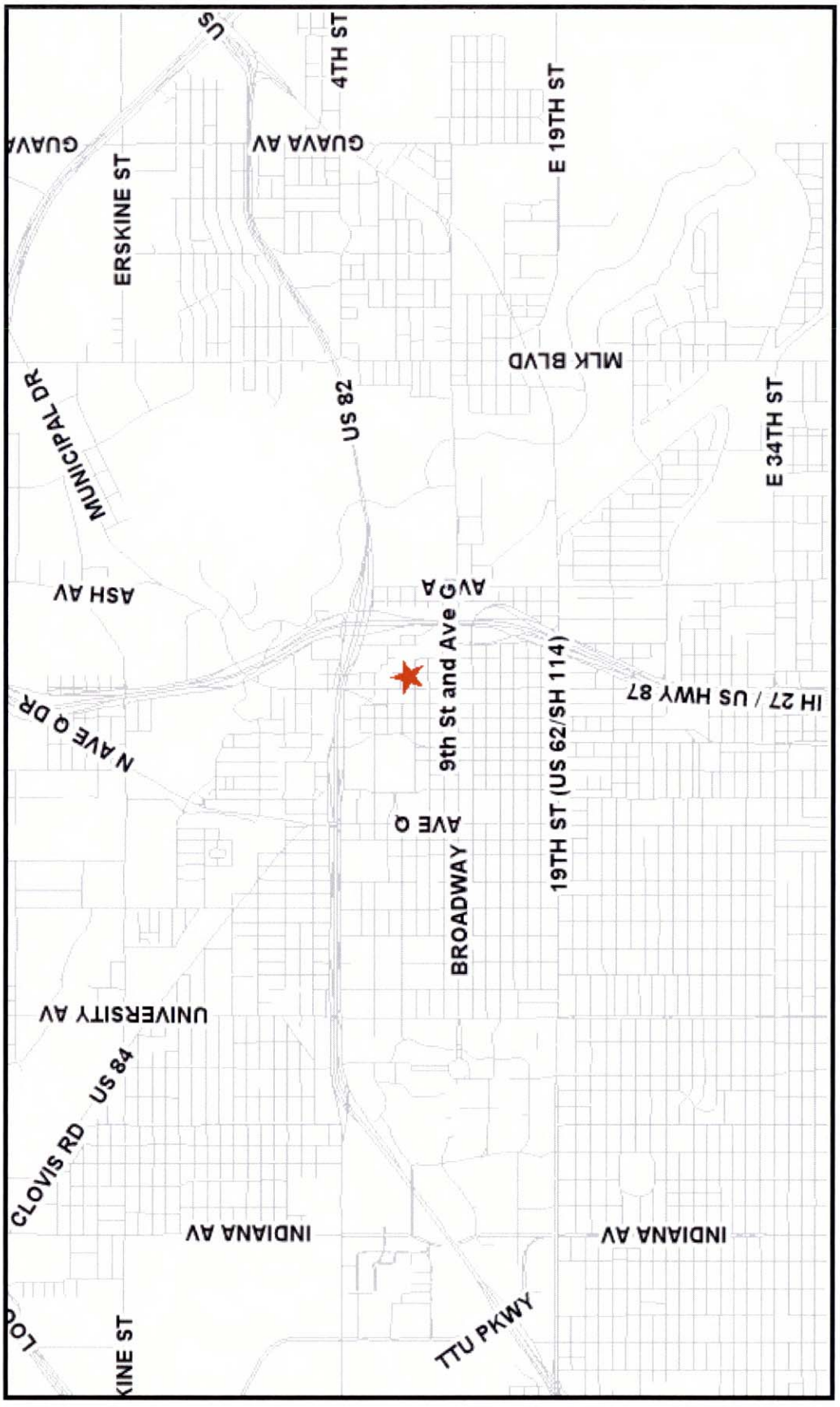
APPROVED AS TO CONTENT:

Randy Henson
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

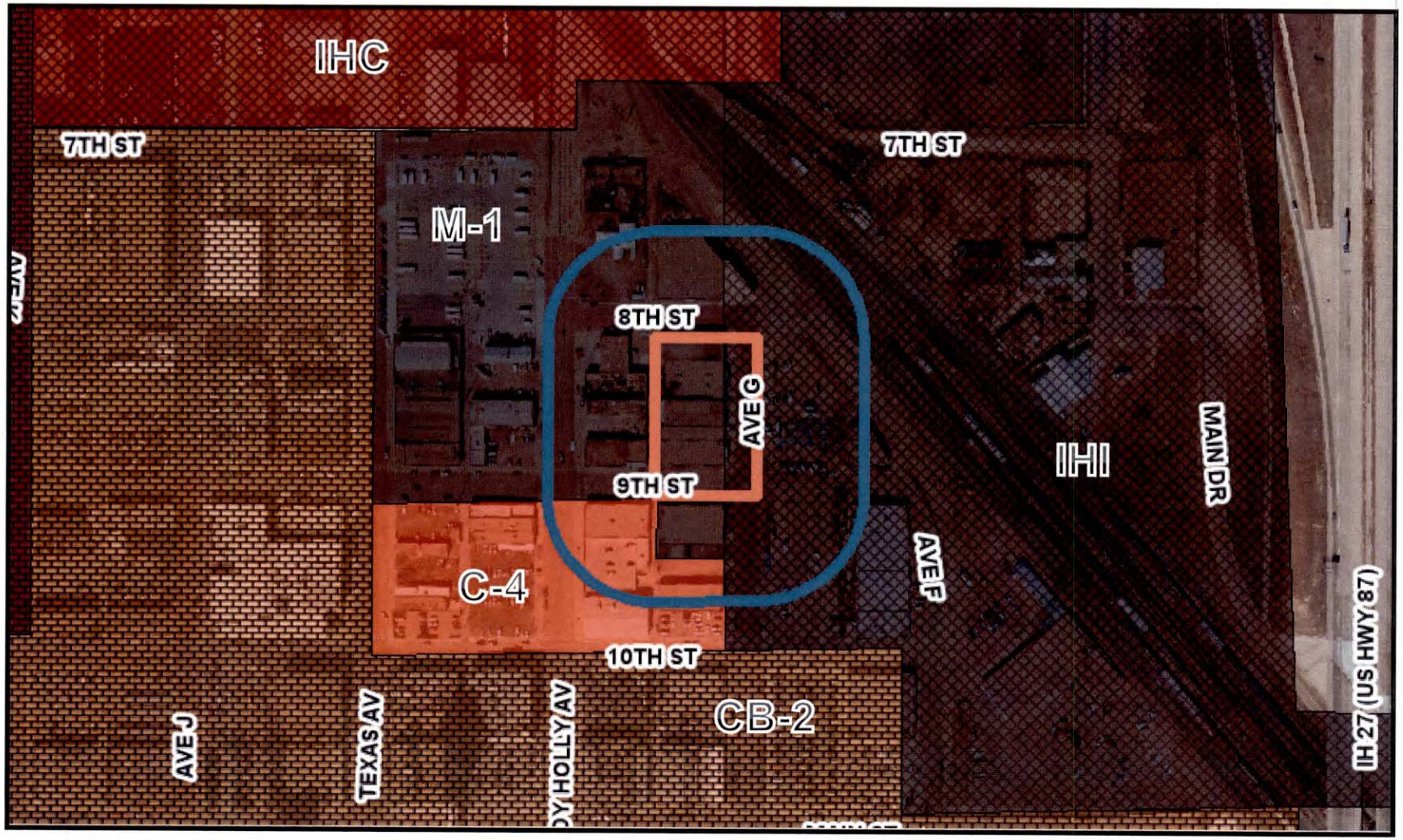
vw/cityatt/Chad/ZoneCase/ZC3145-C
September 6, 2012



P.Z.C. Case 3145-C

P.Z.C. Case 3145-C

Request of City of Lubbock for a zoning change from M-1 to IHI, West of Avenue G, between 8th Street and 9th Street



P.Z.C. Case 3145-C Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) City of Lubbock

P.O. Box 2000
Street/Post Office Box

Lubbock TX 79457
City State Zip

( ) 775-3029
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: west of Ave G Between 8th & 9th

Legal Description:* Lot 11-20 Block ~~83~~ 73 Original Town

Existing Land Use: warehouse/industrial **Existing Zoning:** M-1

Acreage or Square Footage of Property: _____

Zoning Requested: IH1

Proposed Development: existing

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** N/a

Applicant's Signature

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.**

For City Use Only

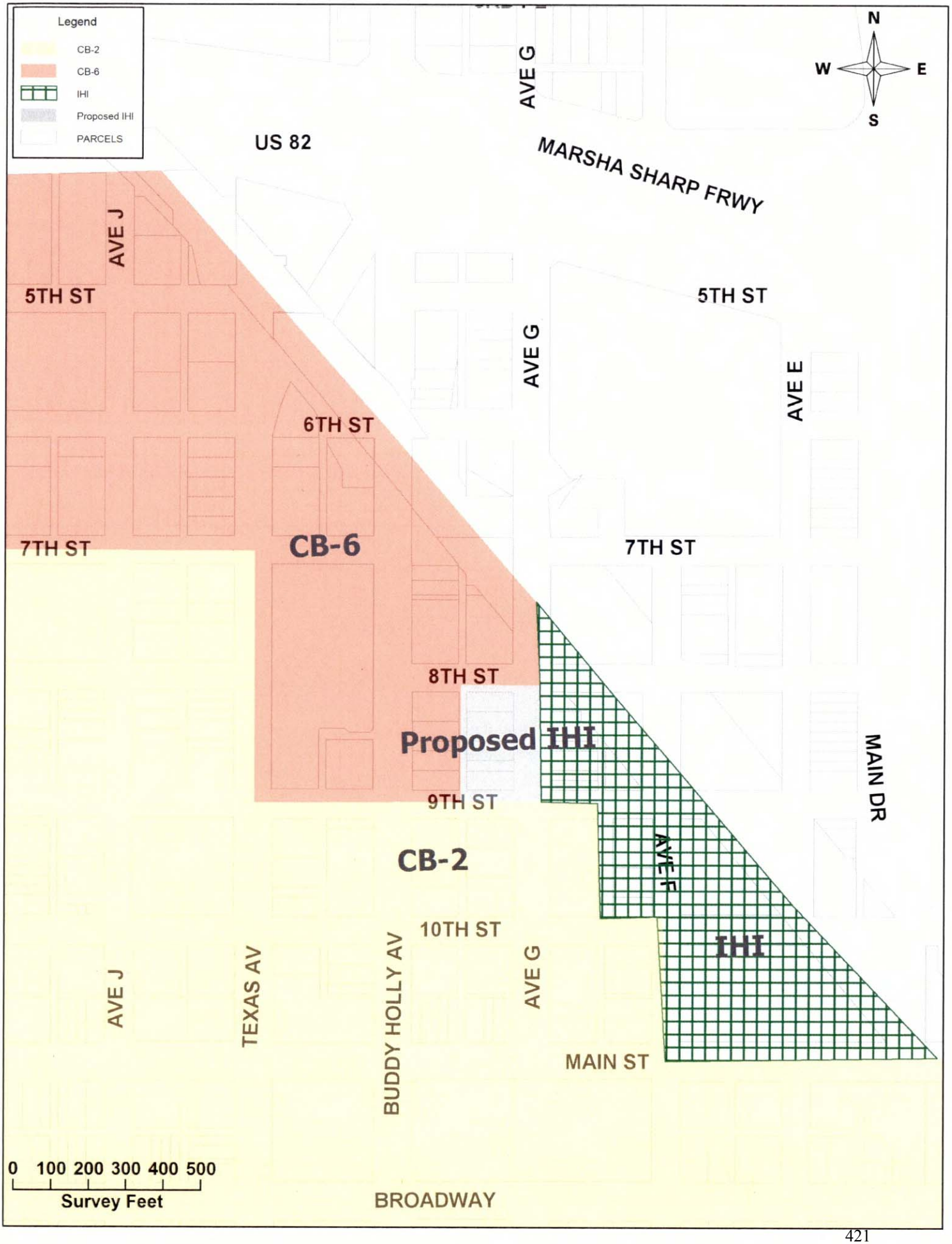
map 4

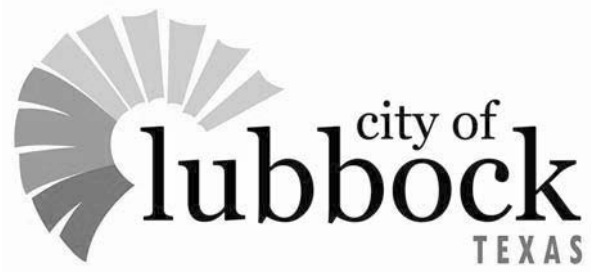
Zone Case No.: 3145-C **Agenda No.:** 8

Request for zoning change from: M-1 **To:** IH1

on Lot(s): 11 THRU 20 **Block(s):** 73

Subdivision: Original Town **Address:** West of Ave F Between 8th St and 9th St


Legend
CB-2
CB-6
IHI
Proposed IHI
PARCELS
N
W
E
S
US 82
MARSHA SHARP FRWY
AVE G
AVE J
AVE E
AVE F
5TH ST
6TH ST
7TH ST
8TH ST
9TH ST
10TH ST
CB-6
CB-2
Proposed IHI
IHI
MAIN DR
MAIN ST
BROADWAY
TEXAS AV
BUDDY HOLLY AV
0 100 200 300 400 500
Survey Feet


city of
lubbock
TEXAS

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

Meeting Date: 10/11/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Finance: Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

Item Summary

The purpose of this hearing is to present information to the City Council, regarding the advisability of establishing a PID pursuant to Chapter 372 of the Texas Local Government Code, and allow the opportunity for property owners in the proposed district to speak in favor of, or opposition to, the creation of a PID.

The Kelsey Park PID District is a defined assessment area providing specific types of services for a given area. The City Council approved the calling of a public hearing at the September 13, 2012, City Council meeting. A notice of the public hearing was published in the Lubbock Avalanche Journal on Friday, September 21, 2012, and notices mailed to the property owners on Tuesday, September 25, 2012, as required by the statute.

The City of Lubbock received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Kelsey Park development area. The area covers approximately 320.2 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute, petition signed by: (1) more than 50% of the appraised value of the taxable real property liable for assessment; and (2) the record owners of property that constitute more than 50% of the number of record property owners or the record owners of more than 50% of the area within the PID. The petition received by the City of Lubbock was signed by Kelsey Park Ltd. and FP Investors I, LLC, owners of 100% of the taxable real property value subject to assessment under the proposal and 100% of the surface area to be assessed under the proposal. The petition has been examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and to be sufficient for consideration by the City of Lubbock.

The purpose of the Kelsey Park PID will be (1) construction of entrances, streetscapes, and parks; (2) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces: landscaping, hardscape, and irrigation; and (3) the costs of establishing, administering and operating the District. The owner of the property submitting the petition has paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining funds reimbursed to the Developer. If the cost of creating the PID exceeds the $5,000, the developer will reimburse the City for the remaining cost.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Kelsey Park PID Public Hearing Notice
Presentation

NOTICE OF PUBLIC HEARING FOR THE PROPOSED KELSEY PARK PUBLIC IMPROVEMENT DISTRICT

Please take notice that on October 11, 2012, at 6:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the establishment of the Kelsey Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (The "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The hearing may be adjourned from time to time until the City Council makes findings by ordinance as to the advisability of the District.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the proposed public improvements is: (i) construction of entrances, streetscapes, and park (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (ii) costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $115,928 over the next five years. The estimated annual cost rises from $0.0 in the first year to $60,602 in year four (4) and then decreases to $55,326 in year five (5). The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation for single family properties and $0.05 per $100 valuation for non-single family properties.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Kelsey Park Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by FM 1585 on the North, Indiana Avenue on the East, the Lubbock City limits boundary on the South, and Quaker Avenue on the West. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, Financial Analyst, at 775-2985

Kelsey Park
Public Improvement District

Public Hearing

Kelsey Park PID Map

PID Creation Process

Petition must have signatures of:

- Owners representing more than 50% of the appraised value of the taxable real property to be assessed; and
- Record owners of real property liable for assessment under the proposal who:
  - Constitute more than 50 percent of all record owners of property that is liable for assessment; or
  - Own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment.

Kelsey Park PID Petition Results

City Staff validated the petition August 2012

- Total Assessed Value 100%
- Total Owner Participation 100%

Public Hearing

Notification of Public Hearing:

- Published a Notice of Public Hearing in the Lubbock Avalanche Journal on September 21, 2012
- Posted a Notice of Public Hearing on the City of Lubbock Website and Municipal Building September 24, 2012
- Mailed a Notice of Public Hearing to the property owners September 25, 2012

Public Hearing

Interested persons are invited to speak for or against each of the following:

- Authorization of the PID
- Boundaries of the district
- Whether all of the area described in the legal description and map should be included in the district
- Advisability of the proposed improvements
- Nature of the improvements
- Estimated costs of the improvements
- Method of assessment
- Apportionment of cost between the district and the City

PID Findings

- Advisability of Improvements
  - The improvements enhance the quality of life for citizens who will live in the Kelsey Park PID.
- Nature of Services:
  - Maintenance of landscaping at entrances, pocket landscaping, and park
  - Portion of the cost of the construction of the park (costs over $250,000)

PID Findings Cont.

- Estimated Cost of Services
  - The cost of services is estimated to be $115,928 over the next five years
  - Developer maintains the first three years
  - $60,602 year four and $55,326 year five
- Proposed Assessment Rates
  - $0.15 per $100 valuation for Single Family
  - $0.05 per $100 valuation for non-Single Family
- Effective Date – January 1, 2013
- Apportionment of Cost
  - All costs for proposed services will be paid by the Developer or the District.

QUESTIONS

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

Meeting Date: 10/11/2012

Information

Agenda Item

Resolution - Finance: Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

Item Summary

The City of Lubbock has received a petition from property owners requesting that the City of Lubbock establish a Public Improvement District (PID) for the proposed Kelsey Park development area. The area covers approximately 320.2 acres. PID establishment can only be initiated by a petition of property owners meeting two tests outlined in the statute, the petition signed by: (1) more than 50% of the appraised value of the taxable real property liable for assessment; and (2) the record owners of property that constitute more than 50% of the number of record property owners or the record owners of more than 50% of the area within the PID. The petition received by the City of Lubbock was signed by Kelsey Park Ltd. and FP Investors I, LLC, owners of 100% of the taxable real property value subject to assessment under the proposal and 100% of the surface area to be assessed under the proposal. The petition has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Texas Local Government Code and to be sufficient for consideration by the City of Lubbock.

A PID is a defined assessment area providing specific types of public improvements or maintenance to a given area. The purpose of the Kelsey Park PID will be (1) construction of entrances, streetscapes, and parks; (2) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape; and irrigation; and (3) the costs of establishing, administering and operating the District. The owner(s) of the property submitting the petition has paid the application fee of $5,000, which should cover the cost of creating the PID, with any remaining funds reimbursed to the Developer. If the cost of creating the PID exceeds the $5,000, the developer will reimburse the City for the remaining cost.

One of the statutory requirements for the City Council is to hold a public hearing regarding the advisability of creating the District. A notice of public hearing was published in the Lubbock Avalanche Journal on Friday, September 21, 2012, and notices were mailed to the property owners on September 25, 2012, as required by the statute.

Pursuant to Chapter 372 of the Texas Local Government Code, this Resolution illustrates the following findings:

1. The advisability of the services;
2. The nature of the services;
3. The estimated cost of the services;
4. The boundaries of the public improvement district;
5. The method of assessment; and
6. The apportionment of costs between the district and the municipality as a whole.

The City Council will need to make these findings in order to create the PID.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Kelsey Park PID Creation and Exhibits - Kelsey Park PID

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll of the Lubbock Central Appraisal District) of an area within the City of Lubbock generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits boundary on the south, and Quaker Avenue on the west, AND the record owners of taxable real property that constitutes more than fifty percent (50%) of all taxable real property that is liable for assessment under the proposal; requesting establishment of a Kelsey Park Public Improvement District under Chapter 372 of the Texas Local Government Code for the purpose of creating the following proposed public improvements: (i) construction of entrances, streetscapes, and park, (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) the costs of establishing, administering and operating the District, all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "1," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas (the "City"); and

WHEREAS, the boundaries of the proposed Kelsey Park Public Improvement District within the city limits of the City of Lubbock are described as the north half of Section 4, Block AK, Lubbock County, Texas, and shown on the map attached hereto as Exhibit "2"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the city and to the property within the boundaries of the proposed public improvement district; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the city, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the services, the estimated cost of the services, the proposed boundaries of the proposed Kelsey Park Public Improvement District, the method of assessment, and the apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 11th day of October, 2012, at 6:30 p.m., in the Council Chambers of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the Kelsey Park Public Improvement District, the boundaries of the proposed public improvement district, whether all or a part of the territory which is described as the north half of Section 4, Block AK, Lubbock County, Texas, and depicted on the map attached hereto as Exhibit "2" should be included in such proposed Kelsey Park Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of costs between the District and the City as a whole; and

WHEREAS, all owners of property located with the proposed Kelsey Park Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the Kelsey Park Public Improvement District and/or the inclusion of their property in such District; and

WHEREAS, the proponents of the Kelsey Park Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the Kelsey Park Public Improvement District, and opponents of the Kelsey Park Public Improvement District were given the opportunity to appear to contest authorization of the District, after which the hearing was closed; **NOW THEREFORE:**

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on the advisability of authorizing the Kelsey Park Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

(b) That authorization of the proposed Kelsey Park Public Improvement District with boundaries as described in Exhibit "2" for the purpose of (i) construction of entrances, streetscapes, and parks, (ii) maintenance of parks and green spaces together with any ancillary structures,

features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, landscaping on street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces; landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District is advisable and will result in benefits to the City, its residents and property owners in the Kelsey Park Public Improvement District.

(c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $115,928.00 over the next five (5) years, and that the estimated annual cost rises from $0.00 in year one to $60,602.00 in year four and decreases to $55,326.00 in year five. Anticipated services are construction of park improvements (all costs in excess of the first $250,000.00 to be reimbursed to the developer as funds are available) and maintenance of the entrances, streetscapes and parks.

(d) That the costs are based on a proposed assessment rate of $.15 per $100.00 of valuation for single family lots and a proposed assessment rate of $.05 per $100.00 of valuation for non single-family lots.

(e) That as to apportionment of cost between the proposed District and the City, all costs for proposed improvements and the establishment, administration, and operation of the District will be paid by the District through assessments.

SECTION 3: That the City hereby authorizes under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described as the north half of Section 4, Block AK, Lubbock County, Texas, and depicted in the map attached hereto as Exhibit "2" and such public improvement district shall hereafter be identified as the Kelsey Park Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the Kelsey Park Public Improvement District. The City Council may appoint an Advisory Board for management of the District in the future.

SECTION 5: That the notice of this authorization for the Kelsey Park Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Passed by the City Council on _____, 2012.

_____
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

Linda L. Chamales,
Economic Development Attorney

as/cityatt/Linda/Kelsey Park PID Establishment 2
September 25, 2012

CITY OF LUBBOCK §

COUNTY OF LUBBOCK §

STATE OF TEXAS §

CERTIFICATE OF PUBLIC RECORD

I hereby certify, in the performance of the functions of my office, that the attached petition property owner signature of Ford Development Partners, LLC, and FP Investors I, LLC, has been verified as meeting a statuatory two test requirement: (1) petition is signed by the owner of taxable real property representing more that 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and, therefore, is not subject to this test. The petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary. (2) That the petition must be signed by the record owners of property that constitutes more than 50% of the area within the PID, and the record owners of more than 50% of the surface area within the PID. The total surface areas of parcels eligible for assessment as of January 1, 2012, (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property. Said documents appear of record in my office and that said documents are an official record from the public office of the City Secretary of the City of Lubbock, Lubbock County, State of Texas, and is kept in said office.

I further certify that I am the City Secretary of the City of Lubbock, that I have legal custody of said record, and that I am a lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 15th day of August, 2012.

(City Seal)

Rebecca Garza
City Secretary
City of Lubbock
Lubbock County, State of Texas

city of lubbock TEXAS

August 9, 2012

To: Becky Garza, City Secretary

From: Sally Still Abbe, Director of GIS and Data Services

Re: Kelsey Park Public Improvement District Petition

Recently, the City Of Lubbock received a petition from Rex F. Robertson dated July 30,2012 requesting that the City of Lubbock establish the Kelsey Park Public Improvement District (PID) as shown on the attached map. PID establishment can only be initiated by a petition of property owners who meet two tests outlined in the state statute.

The first test is that the petition is sufficient if signed by the owners of taxable real property representing more than 50% of the appraised value of the taxable real property liable for assessment by the current roll of the appraisal district (January 1, 2012). The property in the proposed PID owned by Lubbock Cooper ISD is tax-exempt, and therefore is not subject to this text. Since the petitioners own the remainder of the property within the proposed PID, or 100% of the taxable real property within the boundary, the petition easily passes the value test.

The second test is that the petition must be signed by the record owners of property that constitute more than 50% of the number of record owners, or the record owners of more than 50% of the surface area within the PID. The property owned by Lubbock Cooper ISD will not be assessed. The total surface area of parcels eligible for assessment as of January 1, 2012 (excluding dedicated right-of-way) is 12,646,645 square feet or approximately 290 acres. The petitioners own 100% of this property, so the petition also passes the surface area test.

The notarized signature on the Kelsey Park petition was validated by a visual review.

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO KELSEY PARK

THE STATE OF TEXAS §
§
CITY OF LUBBOCK §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LUBBOCK:

The undersigned petitioners (the "Petitioners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), request that the City of Lubbock create a public improvement district (the "District") in the area described in Exhibit A attached hereto (the "Land") within the City of Lubbock, Texas (the "City"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current roll of the Lubbock Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General nature of the proposed public improvements. The general nature of the proposed public improvements is: (i) construction of entrances, streetscapes, and park (ii) maintenance of parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, street entrances, walkways, lighting, fences, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and green spaces, landscaping, hardscape and irrigation; and (iii) costs of establishing, administering and operating the District. The improvements associated with the Public Improvement District are a benefit to the affected property and to the City of Lubbock because they visually enhance the area as well and provide a common area for residents to enjoy, thereby increasing the overall quality of life in the affected area.

Section 3. Estimated cost of the maintenance of the proposed public improvements: The estimated cost for maintaining the proposed public improvements is approximately $12,000 per year for the Phase 1 improvements and will increase to approximately $36,000 per year when the improvements are fully developed. See Exhibit A attached hereto and incorporated herein by reference for a more detailed analysis of the maintenance costs.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. An assessment methodology has been prepared that will address (i) how the costs of the public improvements paid for with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits

accruing to property in the District and how the costs of the public improvements are assessed to the property on the basis of the special benefits. The result will be that proportionate shares of the costs will be imposed on property similarly benefited. Further, it is anticipated that the non single-family rate of assessment shall never exceed one-third (1/3) of the rate assessed for single-family parcels.

In assessing the maintenance of the public improvements, property will be classified based on the net taxable value of the property.

The assessment methodology will result in each parcel paying its fair share of the costs of maintaining the public improvements based on the special benefits received by the property from the public improvements with property equally situated paying equal shares of the costs of the public improvements.

The annual budget is subject to review by City of Lubbock staff and final approval by the City Council. The annual assessments may be adjusted as a result of the City of Lubbock staff review and City Council approval.

Section 6. Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the proposed public improvements or maintain the public improvements. All of the costs of the proposed public improvements and the maintenance thereof will be paid by the Developer and by assessments of the property within the District.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory board. An advisory board may be established to develop and recommend an improvement plan to the City Council of the City.

The signers of this petition request the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONERS:

KELSEY PARK, LTD.

By: **FORD DEVELOPMENT PARTNERS, LLC**

By: _____
Rex F. Robertson
Its: Manager

FP INVESTORS I, LLC

By: _____
Rex F. Robertson
Its: Manager

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 30th day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of Ford Development Partners, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LORI S. NERIO
Notary Public, State of Texas
My Commission Expires
July 01, 2013

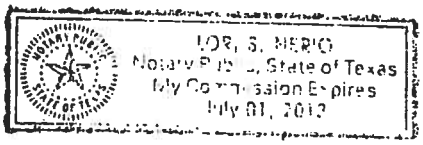
_____
Notary Public for the State of TX

LORI S. NERIO
Printed Name of Notary
My Commission Expires: 07/01/13

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this, the 30th day of July, 2012, before me, the undersigned Notary Public, personally appeared Rex F. Robertson who acknowledged that he is the Manager of FP Investors I, LLC and that he, in such capacity, being duly authorized so to do, executed the foregoing petition for the purposes therein contained by signing his name in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lori S. Nerio
Notary Public for the State of TX

Lori S Nerio
Printed Name of Notary
My Commission Expires: 07/01/13

Exhibit A

Kelsey Park
Public Improvement District
Revised June 11, 2012

Single-Family	2013	2014	2015	2016	2017	Totals 2013 - 2017
Total property values	805,000	4,988,900	10,745,000	20,055,000	29,715,000	
Discounted property values (90%)	724,500	4,490,010	9,670,500	18,049,500	26,743,500	
Non Single-Family						
Total property values	130,000	8,003,000	14,628,000	24,152,000	33,802,000	
Discounted property values (90%)	117,000	7,202,700	13,345,200	21,736,800	30,421,800	
Beginning Cash Balance	—	1,145	11,482	32,660	10,000	
Receipts						
Assessments on Single-Family @ .15 per $100	1,087	6,735	14,506	27,074	40,115	89,517
Assessments on non Single-Family @ .05 per $100	59	3,601	6,673	10,868	15,211	36,412
Total Receipts	1,145	10,336	21,178	37,943	55,326	125,929
Expenditures						
Maintenance costs	12,000	15,000	18,000	21,000	24,000	90,000
Operational costs (1%/year increase)	4,000	4,040	4,080	4,120	4,160	20,400
Contributions by developer	(16,000)	(19,040)	(22,080)			(57,120)
Administrative costs (15% of assessments)				5,691	8,298	13,988
Construction of entrances & street scapes	100,000	100,000	300,000	100,000	300,000	900,000
Construction of park				250,000	500,000	750,000
Paid by developer	(100,000)	(100,000)	(300,000)	(350,000)	(800,000)	(1,650,000)
Park expenses reimbursed to developer				29,791	18,857	48,648
Net Expenditures	0	0	0	50,602	55,326	116,928
Net Cash	1,145	10,336	21,178	(22,660)	0	18,000
Ending Cash Balance	1,145	11,482	32,660	10,000	10,000	

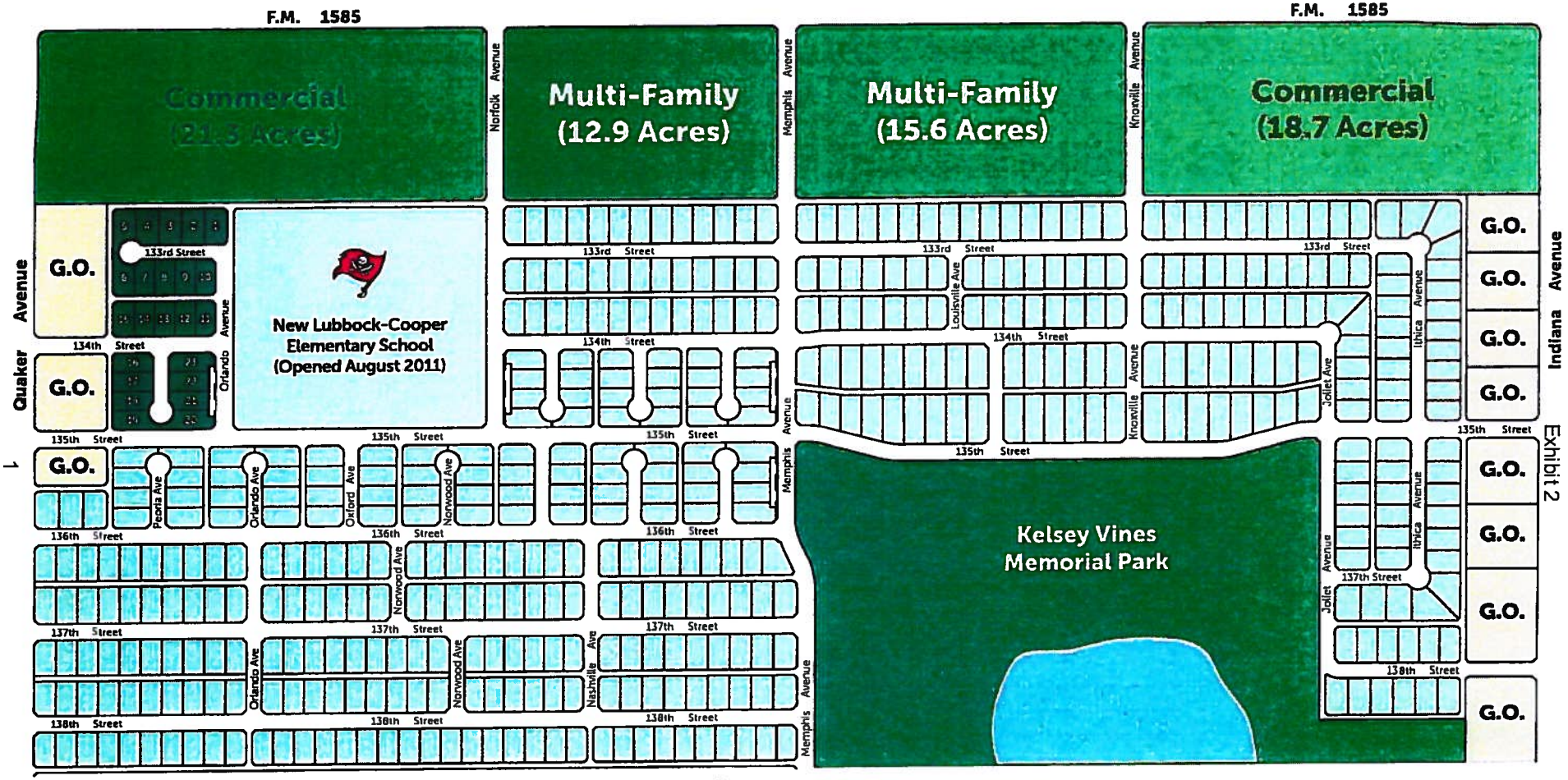


Exhibit 2

1

KELSEY PARK

Rex Robertson
(214) 850-8838

FORD DEVELOPMENT

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

Meeting Date: 10/11/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Councilwoman Latrelle Joy: Consider Budget Ordinance 2012-O0117 Amendment 2 amending the Adopted FY 2012-13 budget respecting General Fund by adding three positions to position control, appropriation of additional sales tax revenue, and amending the payroll and benefits in Internal Audit and City Council offices.

Item Summary

On September 27, 2012, the City Council approved the first reading of the ordinance.

Amend Position Control by adding three positions: two Senior Auditor positions to Internal Audit – Cost Center 3111, and one Executive Assistant to the City Council – Cost Center 1111.

Amend Expenditures in the General Fund in Cost Center 3111, Internal Audit, by increasing salaries by $86,852 and benefits by $43,236 for a total of $130,088 for two Senior Auditor positions; and amend expenditures in Cost Center 1111, City Council office, by increasing salaries by $33,507 and benefits by $18,927 for a total of $52,434 for the Executive to the City Council.

Amend the Sales Tax estimated revenues in the General Fund by increasing the revenue forecast by $182,522, from $52,577,969 to $52,760,491.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Latrelle Joy, Councilwoman for District 5

Attachments

Budget Amendment 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND BY ADDING THREE POSITIONS TO POSITION CONTROL, APPROPRIATING ADDITIONAL SALES TAX REVENUE, AND AMENDING THE PAYROLL AND BENEFITS IN INTERNAL AUDIT AND CITY COUNCIL OFFICE; 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 #2) for municipal purposes, as follows:

I. Amend Position Control by adding three positions, two Senior Auditor positions to Internal Audit – Cost Center 3111, and one Executive Assistant to the City Council position to City Council Office – Cost Center 1111.

II. Amend expenditures in General Fund in Cost Center 3111, Internal Audit, by increasing salary by $86,852 and benefits by $43,236 for a total of $130,088 for the two new Senior Auditor positions, and amend expenditures in Cost Center 1111, City Council Office, by increasing salary by $33,507 and benefits by $18,927 for a total of $52,434 for the new Executive to the City Council position.

III. Amend the Sales Tax budgeted revenues in General Fund by increasing the appropriation by $182,522, from $52,577,969 to $52,760,491.

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.

AND IT IS SO ORDERED

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY12-13.Amend#2.ord
9.18.12

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

Meeting Date: 10/11/2012

Information

Agenda Item

Board Appointments - City Secretary: Declare one appointment by the Mayor to the Housing Authority Board of Directors, "James Watson."

Item Summary

The Mayor appoints the commissioners to the Housing Authority, as per Local Government Code 392.031.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

LHA Letter

city of lubbock TEXAS

October 1, 2012

Mr. James O. Watson
5403 Utica, #2
Lubbock, TX 79414

Dear James:

In my capacity as Lubbock's Mayor, please accept this letter appointing you to the Board of Directors for the Lubbock Housing Authority (LHA). I understand that you are eligible to begin serving immediately. Lubbock's City Secretary will officially notify you of your appointment and will note your term of office.

As Mayor, I appreciate the efforts of the Lubbock Housing Authority to provide much needed housing services to the citizens of Lubbock. I have the utmost confidence that you will make a positive contribution to the mission of the LHA, and I appreciate your dedicated service to the community.

If I can be of assistance to you or to the Lubbock Housing Authority in the future, please do not hesitate to contact me.

Sincerely,

Glen C. Robertson
Mayor

cc: Becky Garza, City Secretary
Quincy White, City of Lubbock
Mike Chapman, Lubbock Housing Authority

GCR: es

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

Meeting Date: 10/11/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Appointments Advisory Board and one appointment of the City Council members to the South Plains Association of Governments (SPAG) Board of Directors.

Item Summary

SPAG was created to maintain and improve the quality of life for all people in the region by promoting the orderly development of the total regional environment: economic, social, and physical. The City is entitled to five positions on the SPAG Board of Directors. Currently four positions are represented by Mayor Pro Tem Gibson, and Council Members Hernandez, Klein and Price.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS BOARD APPT

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING,OCOBER 11, 2012 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	APPOINTMENTS ADVISORY BOARD	CONTRERAS, KELLI	09.01.13	N/A	DISTRICT 3	RESIGNED/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: 10/2/2012

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
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	

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	53.3% (8)
Hispanic	32.6%	27.6%	8.9%	26.7% (4)
African-American	8.7%	7.4%	9.5%	13.3% (2)
Other	15.6%	4.0%	3.8%	6.7% (1)
GENDER				
Male	48.5%	47.0%	73.2%	60.0% (9)
Female	51.5%	53.0%	26.8%	40.0% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	6.7% (1)
District 2	16.4%	12.7%	3.2%	13.3% (2)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	20.0% (3)
District 5	16.7%	19.4%	28.7%	33.3% (5)
District 6	17.2%	19.9%	16.6%	13.3% (2)
Other/Unknown	0.0%	0.0%	3.8%	13.3% (2)

PURPOSE:
Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Satterfield, Bruce (M,A,3)	District 3	N/A	N/A	Replace
Contreras, Keli (F,A,0)	District 3	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Keli Contreras, District 3:
Judith Keller (F,A,3) Retired

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/2/2012

Sorted: By Preference

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

Appointments Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0406		Sepeda	Esther	F	H	S		Hispanic Chamber of Com	Lubbock Hispanic Cham	4
Second Preference:										
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Third Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fourth Preference:										
1008		Keller	Judith	F	A		60+	Retired Speech Language	Retired	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
Fifth Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Sixth Preference:										
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
DISTRICT 2				*Curr:* 1/26/2012 - 9/1/2013	*Y*
Andrews	N	*2119 East 30th Street*		*2nd:* -	
Mr. L.V.		*Lubbock TX 79404*		*1st:* -	
	Y			*Fax:*	
	N	*(806) 765-5001*			
	Y	*CEL*			
E-mail					
DISTRICT 5				*Curr:* 9/8/2011 - 9/1/2013	*N*
Bilimoria	Y	*5319 85th St*		*2nd:* -	
Ms. Indu		*Lubbock TX 79424*		*1st:* 9/1/2009 - 9/1/2011	
	Y	*ibilimor@gmail.com*			
	Y	*(806) 794-7460*	*(806) 441-9123*	*Fax:*	
		CEL			
E-mail		*indu.bilimoria@ttu.edu*			
MAYOR			*Retired Optomotrist*	*Curr:* 7/26/2012 - 9/1/2012	*Y*
Bowen	N	*2002 Albany*		*2nd:* -	
Dr. John		*Lubbock TX 79407*		*1st:* -	
	N			*Fax:*	
	N	*(806) 795-4224*			
	N	*(806) 786-1318 CEL*			
E-mail		*jbowen@sbcglobal.net*			
DISTRICT 2			*Michael Calvillo Bail Bond*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Calvillo	Y	*1926 75th St*	*1209 Crickets Ave*	*2nd:* -	
Mr. Michael		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:* -	
	Y	*michaelcalvillo@att.net*			
	Y		*(806) 744-1891*	*Fax:* *(806) 744-7647*	
	Y	*(806) 239-7568 CEL*			
E-mail		*michaelcalvillo@att.net*			
DISTRICT 3			*Calvert Home Health*	*Curr:* 9/8/2011 - 9/1/2013	*Y*
Contreras	Y	*6301 CR 7475*	*10207 Indiana*	*2nd:* -	
Ms. Keli		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	Y	*kmcneuro@gmail.com*			
	Y	*(806) 241-8416*	*(806) 747-8972*	*Fax:* *(806) 747-8965*	
	Y	*CEL*			
E-mail					

Chair/Pres:	Bruce Satterfield	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Indu Bilimoria	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/2/2012

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
DISTRICT 6			*PrimeWest Mortgage*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Ellis-Roach	N	*4502 14th Street*	*9816 Slide Road*	*2nd:* -	
Mrs. Phebe		*Lubbock TX 79410*	*Lubbock TX 79424*	*1st:* -	
			(806) 788-2869	*Fax:* *(806) 793-7602*	
	Y	*(806) 773-0531 CEL*			
E-mail		*pellis@primewestcorp.com*			
DISTRICT 1				*Curr:* 7/12/2012 - 9/1/2013	*Y*
Garza	Y	*2011 17th Street*	*1901 West Loop 289, Ste. 9*	*2nd:* -	
Ms. Grace		*Lubbock TX 79401*	*Lubbock TX 79407*	*1st:* -	
		gqgarza@gmail.com			
	N	*(806) 744-1874*	*(806) 784-4328*	*Fax:*	
	Y	*(806) 438-4714 CEL*			
E-mail		*ggarza@firstcare.com*			
DISTRICT 4				*Curr:* 9/8/2011 - 9/1/2013	*Y*
Grimes	N	*3522 58th Street*		*2nd:* -	
Mr. Roy		*Lubbock TX 79413*		*1st:* -	
	N	*grimesresidence@yahoo.com*		*Fax:*	
	N	*(806) 799-2106*			
	N	*(806) 392-5437 CEL*			
E-mail					
DISTRICT 1			*Harris DWI/Youth Education*	*Curr:* 10/13/2011 - 9/1/2013	*Y*
Harris	Y	*7924 Vicksburg*	*5147 69th St, Ste D*	*2nd:* -	
Mr. Eddie		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	N				
	Y	*(806) 368-8374*	*(806) 559-9464*	*Fax:* *(806) 747-6031*	
	N	*CEL*			
E-mail		*eddiekharris@gmail.com*			
DISTRICT 6				*Curr:* 9/1/2012 - 9/1/2014	*N*
Horkey	N	*4809 19th Street #9*		*2nd:* -	
Ms. Ann		*Lubbock TX 79407*		*1st:* 9/8/2011 - 9/1/2012	
	N	*arippel@suddenlink.net*		*Fax:*	
	N	*(806) 799-1001*			
	N	*(806) 789-3821 CEL*			
E-mail					

Chair/Pres:	Bruce Satterfield	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Indu Bilimoria	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/2/2012

Committee #53 Appointments Advisory Board — *Perm./Temp. Board:* **P**

	Confidential	Home	Business			Reappt Elig.
MAYOR			*American Bank of Commerce*	*Curr:*	9/8/2011 - 9/1/2013	*N*
House	Y	*3916 100th Street*	*4656 North Loop 289*	*2nd:*	-	
Mr. Jay		*Lubbock TX 79423*	*Lubbock TX 79416*	*1st:*	9/1/2009 - 9/1/2011	
	Y					
	Y	*(806) 470-6163*	*(806) 775-5453*	*Fax:*		
	Y	*CEL*				
E-mail *jhouse@theabcbank.com*						
DISTRICT 4			*Public Affairs*	*Curr:*	9/1/2012 - 9/1/2014	*Y*
Johnson	N	*3508 107th Street*	*1500 Broadway, Ste. 100*	*2nd:*	-	
Mrs. Norma		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:*	-	
	N					
	N	*(806) 445-0646*	*(806) 761-7000*	*Fax:*	*(806) 761-7013*	
	Y	*CEL*				
E-mail *norma.johnson@lubbockbiz.or*						
MAYOR			*Caprock Home Health Service*	*Curr:*	9/1/2011 - 9/1/2013	*Y*
Morales	Y	*5817 90th Street*	*8806 University*	*2nd:*	-	
Mr. Carlos		*Lubbock TX 79424*	*Lubbock TX 79423*	*1st:*	6/23/2011 - 9/1/2011	
	Y					
	Y	*(806) 239-6048*	*(806) 791-0077*	*Fax:*	*(806) 748-7857*	
	Y	*CEL*				
E-mail *cmorales@chhsi.com*						
DISTRICT 3			*American Cancer Society*	*Curr:*	9/27/2012 - 9/1/2014	*Y*
Patrick	Y	*1611 Bryan Ave*	*3513 10th St*	*2nd:*	-	
Mr. Keith		*Wolffort TX 79382*	*Lubbock TX 79415*	*1st:*	-	
	N					
	N	*(806) 239-6628*	*(806) 745-0773*	*Fax:*	*(806) 744-2251*	
	N	*CEL*				
E-mail *keith.patrick@cancer.org*						
DISTRICT 5			*Southwest Bank*	*Curr:*	9/8/2011 - 9/1/2013	*Y*
Stephens	Y	*6015 89th Street*	*10115 Quaker Avenue*	*2nd:*	-	
Mr. Jonathan		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:*	-	
	N					
	Y	*(806) 783-8611*	*(806) 771-9494*	*Fax:*	*(806) 771-7494*	
	Y	*(806) 252-8606* *CEL*				
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Vice Chair/V.P.:	Indu Bilimoria	**Term:**	2 Years
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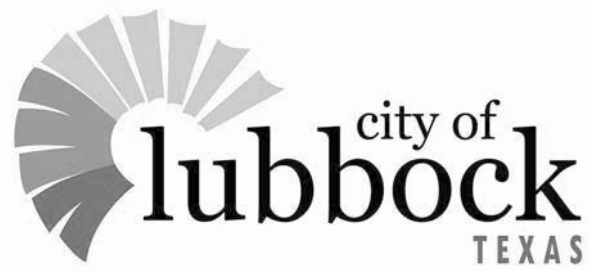
city of
lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.