City of Lubbock, Texas
Regular City Council Meeting
Thursday, August 8, 2013

Glen C. Robertson, Mayor
Karen Gibson, Mayor Pro Tem, District 5
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Todd R. Klein, Councilman, District 3
Jim Gerlt, Councilman, District 4
Latrelle Joy, Councilwoman, District 6

James Loomis, Acting 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 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.5.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.3.

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, including but not limited to, the City's ongoing appeal and all related options thereof.

1. 1. 2. Delinquent Hotel Occupancy Tax.

1. 1. 3. Omni Building located 1208 14th Street.

1. 1. 4. City Treasurer.

1. 1. 5. Discuss former City Manager Lee Ann Dumbauld's termination of employment from the City of Lubbock.

1. 1. 6. Cause No. 2013-507845, David E. Smith v. The City of Lubbock.

1. 1. 7. Concerning the bylaws of Market Lubbock Development Corporation and the proposed amendments thereto.

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. Omni Building located 1208 14th Street.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 3. 5. Discuss former City Manager Lee Ann Dumbauld's termination of employment from the City of Lubbock.

2. **Proclamations and Presentations**

2. 1. Invocation by Chaplain Ben Todd, Covenant Hospital.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition to Bill Meadors for his lifelong contributions to literacy and education in Lubbock.

2. 4. Presentation of a special recognition of National Health Center Week August 11-17, 2013.

2. 5. Presentation of a special recognition to Citibus employee, Steve Cortez, for his lifesaving efforts on June 26, 2013.

2. 6. Presentation of a special recognition to Dr. Robert Carr for a lifetime of service to Lubbock and the medical community.

2. 7. Presentation of a special recognition for National 811 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. Judy Sanders will appear before the City Council to discuss Lubbock Power & Light.

3. 2. Bill Curnow will appear before the City Council to discuss Lubbock Power & Light.

4. **Minutes**

4. 1. July 11, 2013 Regular City Council Meeting
July 15, 2013 Special City Council Meeting (Personnel Matters)

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 - Finance**: Consider Budget Ordinance 2013-O0071 Amendment 26 amending the adopted FY 2012-13 budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).

5. 1. 1. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11302 an Amendment to a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 2. **Budget Ordinance 1st Reading - Airport:** Consider Budget Ordinance Amendment 27 amending the adopted FY 2012-13 budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92284, Runway 17R/35L Rehab Construction.

5. 2. 1. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration (FAA) Grant Agreement of $1,750,954 from the FAA for funding the Lubbock Airport (LBB) Runway 17R-35L Phase I Relocate Perimeter Road Project.

5. 3. **Ordinance 2nd Reading - Public Works Traffic Engineering**: Consider an Ordinance 2013-O0070 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock with regard to the establishment of school zones.

5. 4. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11166 a professional services agreement with Freese and Nichols Inc., for the preliminary design of the Southeast Water Reclamation Plant (SEWRP) emergency generator and switch gear project, RFQ 13-11166-DT.

5. 5. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute amendment 1 to contract 10605 with Freese & Nichols, Inc. for engineering services associated with the design of pump station emergency generator project.

5. 6. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11198 a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Canyon Lakes Sanitary Sewer Interceptor (CLSSI) rehabilitation project, RFQ 13-11198-MA.

5. 7. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute change order 1 to contract 10284 with Utility Contractors of America, Inc., for the Northwest Lubbock Drainage Improvements Phase 1 Project.

5. 8. **Contract Resolution – Public Works Street Department**: Consider three resolutions authorizing the Mayor to execute contract 11461 with Commercial Concrete, contract 11372 with Allen Butler Construction, Inc., and contract 11460 with Highland Concrete for a concrete materials, ITB 13-11372-DG.

5. 9. **Contract Resolution - Public Works Wastewater Utility**: Consider a resolution authorizing the Mayor to execute a purchase order contract with BWI Dallas/Ft. Worth for beardless triticale seed, ITB 13-11389-CP.

5. 10. **Resolution - Public Works Wastewater Utility:** Consider a resolution authorizing the Mayor to execute contract 11410 with Mesa Pivot Irrigation for center pivot replacements services, ITB 13-11410-DG.

5. 11. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute a street-use-license renewal with E.N.M.R. Telephone Cooperative, to use for subsurface communications cable.

5. 12. **Contract Resolution - Information Technology**: Consider a resolution authorizing the Mayor to execute purchase order contract 33000392 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

5. 13. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11419 with Mary Crites, AIA, for professional services agreement for the renovations of the Landwer House located in Buddy Holly Park.

5. 14. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11434 with ARMKO Industries for professional services relating to building envelope evaluations of various facilities.

5. 15. **Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 11371 with NetServices, LLC, for installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 4, ITB 13-11371-TL.

5. 16. **Resolution - Economic Development:** Consider a resolution approving the amended and restated bylaws of Market Lubbock Economic Development Corporation.

5. 17. **Contract Resolution - Transit**: Consider a resolution authorizing the Mayor to execute an amendment to a Texas Department of Transportation (TxDOT) Section 5304 Grant, contract 10965, for the Citibus fixed route study.

5. 18. **Contract Resolution - Transit:** Consider a resolution authorizing the Mayor to execute an amendment to contract 9733, a Texas Department of Transportation (TxDOT) Section 5311(f) grant, for renovation/expansion of the Downtown Transfer Plaza.

5. 19. **Resolution - Transit**: Consider a resolution authorizing the Mayor to execute purchase order contract 27106962 with Urban Transportation Associates (UTA), for the purchase of an automatic passenger counter system, RFP 13-11363-DG.

5. 20. **Contract Resolution - Transit:** Consider a resolution authorizing the Mayor to execute purchase order contract 27106858 with Reeder Distributors, Inc., for the purchase of hydraulic heavy duty wheel lifts, ITB 13-11261-DG.

5. 21. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve amendment 12 to the Architectural and Engineering Agreement 9002 between the City and Parkhill Smith & Cooper, Inc., for LBB Runway 17R-35L Phase 1 Relocate Perimeter Road Project at Lubbock Preston Smith International Airport.

5. 22. **Contract Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11290 for Lubbock Preston Smith International Airport Runway 17R-35L Phase 1 Relocate Perimeter Road Project, with West Texas Paving, Inc. ITB-13-11290-DT.

5. 23. **Contract Resolution – Police Department:** Consider a resolution authorizing the Mayor to execute contract 11413 with Bailey's House of Guns, Inc. for duty and training ammunition, ITB 13-11413-TL.

5. 24. **Ordinance 2nd Reading - Planning**: Ordinance 2013-O0072. Zone Case 3116-B, a request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO on 7.1 acres of unplatted land out of Block AK, Section 4 (130th Street at the intersections of Memphis Avenue and Norfolk Avenue).

5. 25. **Ordinance 2nd Reading - Planning**: Ordinance 2013-O0073. Zone Case 2508-K, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 4.95 acres of unplatted land out of Block E-2, Section 20 (113th Street and Boston Avenue).

5. 26. **Resolution - City Secretary:** Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning**: Hold the first of two public hearings to consider an ordinance for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.

6. 2. **Public Hearing 6:30 p.m. - Planning**: Hold the first of two public hearings to consider an ordinance for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one-half mile south of 130th Street (FM 1585) east of Quaker Avenue.

6. 3. **Public Hearing at 6:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

6. 4. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

6. 5. **Public Hearing at 6:30 p.m. - Finance**: Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

6. 6. **Ordinance 1st Reading - Finance:** Consider an Ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

6. 7. **Public Hearing at 6:30 p.m. - Finance**: Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

6. 8. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

6. 9. **Public Hearing 6:30 p.m. - Finance:** Hold a public hearing to consider the 2013 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

6. 10. **Ordinance 1st Reading - Finance:** Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2013-14.

6. 11. **Resolution - Finance:** Discussion concerning property tax rates and impact it may have on City operations, the FY 2013-14 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

6. 12. **Resolution - Police Department**: Consider a resolution either abolishing, continuing, or modifying the City of Lubbock Juvenile Curfew Ordinance, and authorizing and directing the Police Chief to take necessary actions in regards to this decision.

6. 13. **Resolution - Lubbock Power & Light:** Consider a resolution to amend the current electric tariff and rate structure of Lubbock Power & Light with respect to fees assessed in connection with agreed payment plans.

6. 14. **Resolution - City Attorney:** Consider a resolution authorizing the Mayor to execute an Agreement with Lee Ann Dumbauld, former City Manager, pertaining to her termination from employment with the City of Lubbock and her Severance Agreement.

6. 15. **Councilwoman Joy:** Discuss and take action on issues related to the evaluation of the City Manager, City Attorney and City Secretary, including but not limited to the process, form and method of such evaluation.

6. 16. **Board Appointments - City Secretary**: Consider 15 appointments to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

6. 17. **Board Appointments - City Secretary**: Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

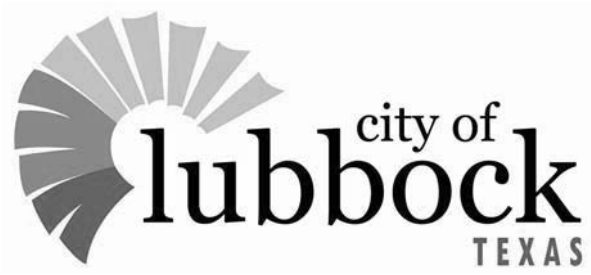
7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be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

7. 1. Presentation by Human Resources. The City Council will discuss and take action concerning options, methods, search options, job requirements, time lines, and procedures in the hiring of a City Manager for the City of Lubbock.

7. 2. Quarterly presentation and related discussion on financial and other activities of or by the following entities, pursuant to Resolution 2013-R0086.

7. 2. 1. Lubbock Power and Light.

7. 3. Consider and give direction to the City Manager respecting modeling options in connection with water volume rates, water base rates, and storm water fees for the purposes of, and in assistance to, the preparation of a preliminary budget proposal to the City Council.


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lubbock
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CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 11, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of July, 2013, 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 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

Absent: Mayor Glen C. Robertson

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

- *Executive Session; 2.1-2.3; Citizen Comments (3.1); Sign-ups (3.2); 4.1; 6.1; 6.3-6.4; 5.6-5.10; 5.12-5.21; 5.1-5.5; 5.11; 6.2; 6.5; 7.1-7.2; 7.4; and 7.3.*
- *Items 6.6-6.10 were deleted.*

1. Executive Session

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

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. Texas Instruments Incorporated - Municipal Settings Designation: former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas.

1. 1. 2. 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, including but not limited to, the City's ongoing appeal and all related options thereof.

1. 1. 3. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.

1. 1. 4. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.

1. 1. 5. Discuss the City Manager's job performance and employment status.

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. Fire Marshal Office lease.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.

1. 3. 5. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.

1. 3. 6. Discuss the City Manager's job performance and employment status.

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

2. Proclamations and Presentations

2. 1. Invocation by Minister Lance Bowman, Church of Christ Kings Ridge.

Minister Lance Bowman, Church of Christ Kings Ridge, 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 to Rose Wilson for a lifetime of service and achievement in the Lubbock community.

Council Member Todd R. Klein presented a special recognition to Rose Wilson for a lifetime of service and achievement in the Lubbock community. Ms. Wilson expressed her gratitude to the Council for the recognition and gave comments about her service to the Lubbock community.

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. Fred Howell will appear before the City Council to discuss City Council procedures.

Fred Howell appeared before Council to discuss budget procedures.

3. 2. Sign-ups:

- Chuck Bubany appeared to speak about item 6.3 [approving the Texas Instruments Inc. application for a Municipal Settings Designation (MSD)].
- George McMahan, President of the West Texas Homeowners Association; Larry Driskill; and David Miller appeared before Council to speak in favor of City annexations.
- Johnny Perez, Pastor of The Church of the Blessed, appeared before Council to speak in favor of item 6.2 (Juvenile Curfew Ordinance).
- Carol Meek appeared before Council to speak in opposition of smart meters.
- Deanne Clark appeared before Council to speak about Imagine Lubbock Together; eminent domain; and she also referenced a recent document she had given to Council.
- Chené Brown appeared before Council to speak in favor of item 6.2 (Juvenile Curfew Ordinance), to discuss downtown revitalization, and City annexations.
- Burley Owen appeared before Council to support item 6.5 (amending Resolution No. 2013-R0146 requiring timely presentation of certain financial impact) and to speak in opposition of Imagine Lubbock Together.
- Maurice Stanley appeared before Council to speak in opposition of City annexations.
- J.T. Leeson appeared before Council to speak about City budget issues and plans for sustainability.
- Mikel Ward appeared before Council to speak in favor of item 6.5 (amending Resolution No. 2013-R0146 requiring timely presentation of certain financial impact) and to speak about concerns with LP&L bills.

4. Minutes

4. 1. May 21, 2013 Special City Council Meeting (EUB)
June 13, 2013 Regular City Council Meeting

Motion by Council Member Latrelle Joy, seconded by Council Member Todd R. Klein to approve the May 21, 2013 Special City Council Meeting (EUB) minutes; and the June 13, 2013 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

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

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve items 5.6-5.10; and 5.12-5.21.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2013-O0061, Amendment 25, amending the Adopted FY 2012-13 Budget respecting the Cable Services Fund to appropriate current revenues.

Mark Yearwood, Assistant City Manager; and Jeff McKito, Public Information and Marketing Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0061.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 2. **Resolution - Finance** : Resolution No. 2013-R0222 authorizing the Mayor to execute an industrial tax abatement agreement amendment with Ozark Automotive Distributors, Inc.

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

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0222.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 3. **Contract Resolution – Public Works Streets** : Resolution No. 2013-R0223 uthorizing the Mayor to execute contract 11327 with Campbell-West Infrastructure Construction, LLC, for asphalt and concrete patching at various locations, ITB 13-11327-DG.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0223.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 4. **Resolution - Public Works Water Treatment** : Resolution No. 2013-R0224 authorizing the Mayor to execute contract 11361 with Center Point for mowing services at the South Water Treatment Plant (SWTP), ITB 13-11361-CP.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0224.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 5. **Ordinance 2nd Reading - Right-of-Way** : Ordinance No. 2013-O0062 abandoning and closing a 20-foot wide alley in Block 13, O'Neall Terrace Annex Addition.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0062.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 6. **Contract Resolution - Fleet Services:** Resolution No.'s 2013-R0209, 2013-R0210, and 2013-R0211 authorizing the Mayor to execute contract 11247 with Bill Williams Tire, contract 11247-1 with A to Z Tire & Battery, Inc., and contract 11247-2 with Southern Tire Mart, LLC for tire acquisition, installation, and flat-tire repair services, ITB 13-11247-CP.

5. 7. **Resolution - Fleet Services** : Resolution No. 2013-R0212 authorizing the Mayor to execute contract 11299 with L & R Body Shop for vehicle body repair and paint services, ITB 13-11299-DG.

5. 8. **Resolution - Fleet Services** : Resolution No. 2013-R0213 authorizing the Mayor to execute purchase order contract 31015556 with Equipment Southwest Inc. for 32 refuse collection packer bodies, ITB 13-11348-DT.

5. 9. **Contract Resolution - Fleet Services** : Resolution No. 2013-R0214 authorizing the Mayor to execute purchase order contract 31015351 with Caldwell Country Ford for light-duty vehicle-group 5 per Smartbuy Contract 072-A1.

5. 10. **Contract Resolution - Fleet Services** : Resolution No.'s 2013-R0215, 2013-R0216, 2013-R0217, and 2013-R0218 authorizing the Mayor to execute contract 11258 with Lubbock Truck Sales, contract 11258-1 with McWhorter's, LTD., contract 11258-2 with Warren Cat, and contract 11258-3 with Waste Systems for services for heavy-duty equipment maintenance and repairs, ITB 13-11258-CP.

5. 11. **Contract Resolution - Civic Center:** Resolution No. 2013-R0225 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the first of two granting periods for the 2013 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2012-13.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0225.

Vote: 5 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)
Council Member Todd R. Klein (RECUSE)

5. 12. **Contract Resolution - Aviation:** Resolution No. 2013-R0219 authorizing the Mayor to approve an amendment to the lease between the City and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car for additional land area.

5. 13. **Resolution - Transit Services** : Resolution No. 2013-R0220 authorizing the Executive Director of Budget to electronically execute a FY 2013 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

5. 14. **Contract Resolution - Police:** Resolution No. 2013-R0221 authorizing the Mayor to execute contract 11388 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City and Texas Department of Public Safety (DPS), and related documents.

5. 15. **Ordinance 2nd Reading - Planning** : Zone Case 3207, Ordinance No. 2013-O0063: a request of GRACO for a zoning change from R-1 to IHC on 49.3 acres of unplatted land out of Block AK, Section 44 (west of West Loop 289, south of 26th Street, and north of 34th Street).

5. 16. **Ordinance 2nd Reading - Planning** : Zone Case 3095-B, Ordinance 2013-O0064: a request of AMD Engineering, LLC (for CB at Lubbock, LP) for a zoning change from IHC to A-3 on 9.566 acres of unplatted land out of Block A, Section 22 (southeast corner of North Utica Avenue and North Loop 289).

5. 17. **Ordinance 2nd Reading - Planning** : Zone Case 3049-B, Ordinance 2013-O0065: a request of AMD Engineering, LLC (for Napoleon Investments, LLC) for a zoning change from R-1(Single Family) to R-1 Specific Use for garden homes on Lots 172 through 179 and R-2 on Lots 164 through 171 and 180 through 187, Fox Ridge Addition (9801-9808 Avenue W, 9801-9808 Vernon Avenue, and 9801-9808 Avenue V).

5. 18. **Ordinance 2nd Reading - Planning** : Zone Case 3047-G, Ordinance 2013-O0067: a request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 2.22 acres of unplatted land out of Block E-2, Section 23 (Vale Avenue between Vicksburg Avenue and 116th Street).

5. 19. **Ordinance 2nd Reading - Planning** : Zone Case 3047-H, Ordinance 2013-O0066: a request of AMD Engineering, LLC (for Estates at Vintage, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 1.25 acres of unplatted land out of Block E-2, Section 23 (Troy Avenue between 118th Street and 120th Street).

5. 20. **Ordinance 2nd Reading - Planning** : Zone Case 2622-B, Ordinance 2013-O0068: a request of Jimmy Owens for a zoning change from garden office to C-2 Specific Use for a veterinary clinic on the west 50 feet of Lot 265, Gatewood Addition (2736 82nd Street).

5. 21. **Ordinance 2nd Reading - Planning** : Zone Case 3160-A, Ordinance 2013-O0069: a request of Taylor Chemical Ltd. for a zoning change from M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant (sanitation chemicals) on 25 acres of unplatted land out of Block S, Section 2 (north of 66th Street and west of East Loop 289).

6. Regular Agenda

6. 1. **Public Hearing 6:30 p.m. - Planning** : Resolution No. 2013-R0207 for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.

Andrew Paxton, Interim Director of Planning; Lee Ann Dumbauld, City Manager; and Wood Franklin, City Engineer, gave comments and answered questions from Council.

Mayor Pro Tem Gibson opened the public hearing at 8:08 p.m.

Kelly Oaks, with Betenbough Homes, appeared to speak in favor.

Maurice Stanley appeared to speak in opposition.

Mayor Pro Tem Gibson closed the public hearing at 8:09 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0207.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

Other: Mayor Glen C. Robertson (ABSENT)

6. 2. **Public Hearing - Police Department** : Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

Public hearing only. No action was taken on this item.

Mayor Pro Tem Gibson opened the public hearing at 8:53 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem closed the public hearing at 8:53 p.m.

6. 3. **Resolution – Public Works Water Resources** : Resolution No. 2013-R0208 approving the Texas Instruments Incorporated application to the City of Lubbock for a Municipal Settings Designation (MSD) and supporting the same MSD application to Texas Commission on Environmental Quality (TCEQ) for property located at 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.

Aubrey Spear, Director of Water Resources; and Chuck Bubany, citizen, gave comments and answered questions from the Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0208 with an amendment to read as follows:

- SECTION 2. THAT pursuant to Section 361.8065(a)(1) of the Texas Health and Safety Code and pursuant to Section 22.10.008 of the Code of Ordinances of the City of Lubbock, the City Council deems it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock, for the City of Lubbock to support a municipal settings designation application for the same property to the Texas Commission on Environmental Quality, provided that the Texas Commission on Environmental Quality take into account the public concerns regarding the possibility of contaminants migrating off-site after the site has been closed and strongly considers requiring annual, on-site, post-closer, monitor well sampling along the downgradient boundary of the municipal setting designation in order to ensure that contaminants have not migrated beyond the property boundaries of the municipal setting designation.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 4. **Ordinance 2nd Reading – Public Works Water Resources** : Ordinance No. 2013-O0058 prohibiting the potable use of groundwater and placing specific restrictions on the non-potable use of groundwater beneath the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0058.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 5. **Resolution - Councilman Todd Klein** : Resolution No. 2013-R0226 amending Lubbock City Council Resolution No. 2013-R0146 by adding language requiring the timely presentation of certain financial impact and related information in connection with items to be considered by the Lubbock City Council.

Todd R. Klein, Council Member, gave comments regarding this item.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0226.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 6. **Board Appointments - City Secretary** : Consider 15 appointments to the Citizen Advisory Committee 2014.

This item was deleted.

6. 7. **Board Appointments - City Secretary** : Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014.

This item was deleted.

6. 8. Discuss, hear, and take action regarding complaints made by the City Manager against Councilman Victor Hernandez, District 1.

This item was deleted.

6. 9. Discuss, hear, and take action regarding the City Manager's action in connection with employee complaints made against Councilman Victor Hernandez, District 1.

This item was deleted.

6. 10. Consider and take action with respect to options available to the City of Lubbock in connection with the employment of the City Manager, including without limitation, disciplinary action, up to and including termination, or exercising the City's options pursuant to a Severance Agreement made with the City Manager dated on or about September 21, 2005.

This item was deleted.

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

7. 1. Presentation and discussion of the Proposed FY 2013-14 Operating Budget and Captial Program; and disucss all funds and operations of the City.

Cheryl Brock, Budget Director, presented the proposed FY 2013-14 Operating Budget and Captial Program, gave comments, and answered questions from Council.

7. 2. Presentation by the Libraries Board and the Texas Tech College of Architecture regarding recommendations concerning the current and future status of the Godeke Branch Library and other library system topics.

Laura Heinz, Library Board Chair, appeared before Council to introduce Annette Bajema, Texas Tech Graduate Student, to present the Texas Tech College of Architecture's designs and recommendations for Godeke Branch Library. Ms. Bajema gave the presentation and answered questions from Council.

7. 3. Presentation and discussion regarding annexation provisions in State law and related policies or practices of the City relating to past annexations and potential future annexations.

Drew Paxton, Interim Director of Planning; and Lee Ann Dumbauld, City Manager, gave a presentation regarding annexations in the city of Lubbock and answered questions from Council.

7. 4. Initial report by the Oil and Gas Citizen Advisory Committee regarding its current and future activities, in order to analyze both the current methods of exploration, development, and production of oil and gas, including methods of hydraulic fracturing and horizontal drilling, within the City, and the necessary regulatory amendments to the current oil and gas ordinance and the permitting process.

Zach Brady, Oil and Gas Citizen Advisory Committee Chairman, gave an update regarding the committee's future activities and plans. Mr. Brady stated that the next committee meeting was scheduled for July 22, 2013.

10:07 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Gibson adjourned the meeting.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 15, 2013
4:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of July, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 4:30 p. m.

4:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

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

- *Executive Session; 2.1; and 2.3.*
- *Item 2.2 was deleted.*

1. Executive Session

The meeting was called into a closed session at 4:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 8:26 p.m.

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. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.

1. 1. 2. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.

1. 1. 3. Discuss the City Manager's job performance and employment status.

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 Manager

1. 2. 2. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.

1. 2. 3. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.

1. 2. 4. Discuss the City Manager's job performance and employment status.

2. Regular Agenda

2. 1. Discuss, hear, and take action regarding complaints made by the City Manager against Councilman Victor Hernandez, District 1.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to dismiss the complaints against Councilman Victor Hernandez.

Vote: 5 - 2 Motion carried

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

2. 2. Discuss, hear, and take action regarding the City Manager's action in connection with employee complaints made against Councilman Victor Hernandez, District 1.

This item was deleted.

2. 3. Consider and take action with respect to options available to the City of Lubbock in connection with the employment of the City Manager, including without limitation, disciplinary action, up to and including termination, or exercising the City's options pursuant to a Severance Agreement made with the City Manager dated on or about September 21, 2005.

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to terminate City Manager Lee Ann Dumbauld, effective immediately.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Floyd Price

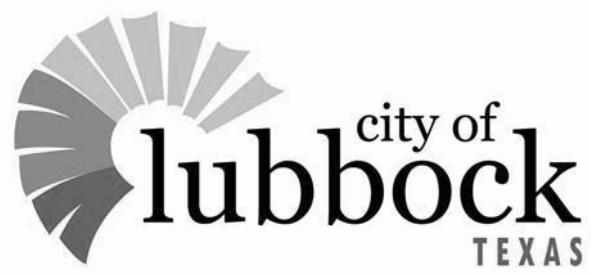
8:29 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

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

Meeting Date: 08/08/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0071 Amendment 26 amending the adopted FY 2012-13 budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).

Item Summary

1. Accept and appropriate an additional $77,824 from the TDHCA for the CSBG grant, for a total appropriation of $259,424.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 26

82050 - Budget Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); 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 #26) for municipal purposes, as follows:

I. Accept and appropriate an additional $77,824 from the TDHCA for the CSBG grant, for a total appropriation of $259,424.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Sam Medina
City Attorney

ccdocs/BudgetFY1213.Amend26.ord
July 11, 2013

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
July 23, 2013

Administrative Information:

City Assigned Grant Number:	82050
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2013-12/31/2013
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	2/14/2013
Original Appropriation-Budget Ordinance:	2013-O0009
Original Grant Acceptance-Resolution:	2013-R0057

Personnel Information:

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

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 39,815	21,393	20,694	40,514
Account Analyst	58,923	26,668	6,181	79,410
Administrative Assistant	23,417	16,247	8,737	30,927
CD Director & Citibus Liaison	67,340	33,380	6,863	93,857
CD Contract Coordinator	55,000	25,760	27,387	53,373
Total	$ 244,495	123,448	69,862	298,081

Budget Information:

Grant Amendment Detail	4/11/2013 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 33,098	14,002	$ 47,100
Benefits	15,988	6,774	22,762
Travel	988	418	1,406
Supplies	2,270	955	3,225
Other	2,766	1,359	4,125
Indirect Cost	5,928	2,322	8,250
Contractual			
Catholic Charities, Diocese of Lubbock	86,761	37,186	123,947
South Plains Association of Governments	21,451	9,562	31,013
Lutheran Social Services CEAP Ops	6,916	2,943	9,859
LIFE Run Centers CEAP Ops	2,964	1,259	4,223
CEAP Household Crisis Inspections	2,470	1,044	3,514
Total Amendment	$ 181,600	77,824	$ 259,424

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11302 an Amendment to a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass-through grant from TDHCA. The final amount allocated to the City of Lubbock for FY 2013 is $345,899. The first contract amount of $91,899 was appropriated and accepted by the City Council at their meeting on February 13, 2013. A second release of funds in the amount of $89,701 was appropriated and accepted by the City Council at their meeting on May 1, 2013. At this time TDHCA has released an additional $77,824 of the allocation and will notify the City of Lubbock as it makes more funds available. The total for the contract to date is $259,424.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2013, through December 31, 2013.

Fiscal Impact

The maximum amount to be allocated from the Community Services Block Grant for this program is $345899.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment 1 - TDHCA

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 Texas Department of Housing and Community Affairs, for the Community Services Block Grant to provide assistance to reduce poverty, 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 _____, 2013

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, C.D. Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/Res.CDBG-TexDept of Housing-Reduce Poverty Amendment.13
7.23.13

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **2** TO CONTRACT NO. **61130001572**
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, and **City of Lubbock** a political subdivision of the State of Texas agree to amend contract no. **61130001572** executed by the Department on or about January 1, 2013 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 A to read:

A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs for administrative expenditures incurred by Subrecipient during the Contract Term and for the actual allowable costs for non-administrative expenditures incurred by Subrecipient on or after January 7, 2013 in an amount up to **$259,424.00** in accordance with the budget as approved by the Department and the terms of this Contract.

EXECUTED to be effective on **June 01, 2013**

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

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
Date:

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

Meeting Date: 08/08/2013

Information

Agenda Item

Budget Ordinance 1st Reading - Airport: Consider Budget Ordinance Amendment 27 amending the adopted FY 2012-13 budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92284, Runway 17R/35L Rehab Construction.

Item Summary

Amend Capital Improvement Project 92284, Runway 17R/35L Rehab Construction, by increasing the funding by $382,184; from $1,563,321 to $1,945,505. The additional funding includes $156,332 in Airport Improvement Program grant funds from the Federal Aviation Administration, and $38,219 of unallocated Passenger Facility Charge bonds for the local match.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 27

CIP Spreadsheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT CAPITAL PROJECT FUND BY AMENDING CAPITAL IMPROVEMENT PROJECT 92284, RUNWAY 17R/35L REHAB 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 #27) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92284, Runway 17R/35L Rehab Construction, by increasing the funding by $382,184, from $1,563,321 to $1,945,505.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend27.ord

Capital Project
Project Cost Detail
Budget Amendments
August 8, 2013

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

		Grant	Local Match	Total Project
Current Project Appropriation Amount	$	1,406,989	343,965	1,750,954
Proposed Amendment		156,332	38,219	194,551
Total Proposed Appropriation	$	1,563,321	382,184	1,945,505

Regular City Council Meeting **5. 2. 1.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to accept a Federal Aviation Administration (FAA) Grant Agreement of $1,750,954 from the FAA for funding the Lubbock Airport (LBB) Runway 17R-35L Phase I Relocate Perimeter Road Project.

Item Summary

Lubbock Preston Smith International is eligible to receive annual entitlement funds from the FAA under the Airport Improvement Program. Funds under this program are restricted to safety, security and capacity improvements.

Lubbock International requested a grant (3-48-0138-038-2013) to fund the design and contruction phase services for the airport's perimeter road project. The project will relocate a portion of the interior perimeter road at the airport to meet current airport design criteria.

The grant amount is $1,750,954.

Fiscal Impact

The grant will be used to fund 90% of the design and construction phase services for LBB Runway 17R-35L Phase 1 Relocate Perimeter Road Project. The remaining 10% will be funded through the Passenger Facility Charge (PFC) fund.

Staff/Board Recommending

James W. Loomis, Interim City Manager, and Airport Advisory Board

Attachments

Resolution - FAA Grant Agreement

FAA Grant Agreement - Airport

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 Federal Aviation Administration Grant Agreement by and between the City of Lubbock and Federal Aviation Administration to Improve Runway Safety Area [Relocate Perimeter Road (outside RSA)], and all related documents, in an amount up to and not exceeding one million seven hundred fifty thousand nine hundred fifty-four and no/100 dollars ($1,750,954.00).

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell,
Interim Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw/ccdocs/Res.Airport-FAA RSA Improvement
July 24, 2013

U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I – OFFER

July 23, 2013
Date of Offer

Lubbock-Preston Smith International
(herein called the "Airport")

3-48-0138-038-2013
Grant No
05-821-3893
DUNS No

TO: **Lubbock-Preston Smith International**
(herein called the "Sponsor")
FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 29, 2013, for a grant of Federal funds for a project at or associated with the Lubbock-Preston Smith International Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for the Airport (or Planning Area) (herein called the "Project") consisting of the following:

Improve Runway Safety Area [Relocate Perimeter Road(outside RSA)]

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 90 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. The maximum obligation of the United States payable under this Offer shall be **$1,750,954.00**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

   $1,750,954.00 for airport development.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.

3. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 5, 2013**, or such subsequent date as may be prescribed in writing by the FAA.

7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS**

   A. Requirement for Central Contractor Registration (CCR)

   Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another award term.

   B. Requirement for Data Universal Numbering System (DUNS) Numbers

   If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at https://www.sam.gov/portal/public/SAM/).

2. Data Universal Numbering System

DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

10. **LETTER OF CREDIT:** The Sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. **AIR AND WATER QUALITY:** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply

with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

13. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

   (1) location of all runways, taxiways, and aprons;
   (2) dimensions;
   (3) type of pavement, and;
   (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

   (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
   (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

   (1) inspection date,
   (2) location,
   (3) distress types, and
   (4) maintenance scheduled or performed.

   For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

14. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF $250,000:** The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

15. **BUY AMERICAN REQUIREMENT:** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

16. **MAXIMUM OBLIGATION INCREASE FOR PRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

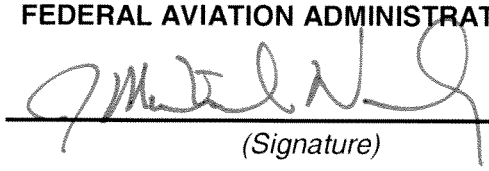
a. may not be increased for a planning project;

b. may be increased by not more than 15 percent for development projects;

c. may be increased by not more than 15 percent for land projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

J. Michael Nicely

(Typed Name)

Texas Airport
Development Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application. I declare under penalty of perjury that the foregoing is true and correct.[1]

Executed this 8th day of August, 2013.

City of Lubbock
(Name of Sponsor)

(SEAL)

(Signature of Sponsor's Designated Official Representative)

By: Glen C. Robertson
(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor
(Typed Title of Sponsor's Designated Official Representative)

Attest: _____.
City Secretary.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Chad Weaver, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Lubbock, Texas this 8th day of August, 2013.

By _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Application Identifier:

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Lubbock

* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. Organizational DUNS:
75-6000590	05-821-3893

d. Address:

* Street1: 5401 N MLK BLVD Unit 389
Street 2:
* City: Lubbock
County: Lubbock
* State: TX
Province:
Country: *Zip/ Postal Code: 79403-9710

e. Organizational Unit:

Department Name:	Division Name:
Department of Aviation	Lubbock Preston Smith International Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms. First Name: Kelly
Middle Name:
* Last Name: Campbell
Suffix:

Title: Deputy Director-Finance & Administration

Organizational Affiliation:
City of Lubbock, Lubbock Preston Smith International Airport

* Telephone Number: 806-775-3131 Fax Number: 806-775-3133

* Email: kcampbell@mylubbock.us

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Lubbock, Lubbock County, Texas

* 15. Descriptive Title of Applicant's Project:

Phase I Runway 17R/35L Improvements

Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant District 19 * b. Program/Project: District 19

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 7/13 * b. End Date: 1/14

18. Estimated Funding ($):

*a. Federal	$1,750,954.00
*b. Applicant	
*c. State	
*d. Local	
*e. Other	$194,551.00
*f. Program Income	
*g. TOTAL	$1,945,505.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
☐ c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
☐ Yes ☑ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

☑ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: James

Middle Name:

*Last Name: Loomis

Suffix:

*Title: Executive Director of Airport

*Telephone Number: 806-775-3218 Fax Number: 806-775-3133

*Email: jloomis@mylubbock.us

*Signature of Authorized Representative: James W. Loomis Date Signed: 5/29/13

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐Yes ☒No	Name of Governing Body Priority
Item 2. Does this assistance request require State, local advisory, educational or health clearances? ☐Yes ☒No	Name of Agency or Board (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐Yes ☒No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐Yes ☒No	Name of Approving Agency Date / /
Item 5. Is the proposed project covered by an approved comprehensive plan? ☒Yes ☐No	Check One: State ☐ Local ☒ Regional ☐ Location of plan Lubbock International Airport
Item 6. Will the assistance requested serve a Federal installation? ☐Yes ☒No	Name of Federal Installation Federal Population benefiting from Project
Item 7. Will the assistance requested be on Federal land or installation? ☐Yes ☒No	Name of Federal Installation Location of Federal Land Percent of Project
Item 8. Will the assistance requested have an impact or effect on the environment? ☐Yes ☒No	See instructions for additional information to be provided.
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐Yes ☒No	Number of: Individuals Families Businesses Farms
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐Yes ☒No	See instructions for additional information to be provided.

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity	Federal Catalog No.	Estimated Unobligated Funds		New or Revised Budget		
		Federal	Non-Federal	Federal	Non-Federal	Total
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.AIP	20.106	$1,406,989.00	$	$343,965.00	$	$1,750,954.00
2.PFC					194,551.00	194,551.00
3.						
4.						
5. TOTALS		$1,406,989.00	$	$343,965.00	$194,551.00	$1,945,505.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	225,427.50	25,047.50			250,475.00
g. Construction	1,516,527.18	168,503.02			1,685,030.20
h. Other	9,000.00	1,000.00			10,000.00
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	$1,750,954.68	$194,550.52	$	$	$1,945,505.20
7. Program Income	$	$	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	$	$	$ 194,551.00	$ 194,551.00
9.				
10.				
11.				
12. TOTALS			194,551.00	194,551.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$1,750,954.00	$1,050,573.00	$350,191.00	$350,190.00	$
14. Non-Federal	194,551.00	116,731.00	38,910.00	38,910.00	
15. TOTAL	$194,505.00	$1,167,304.00	$389,101.00	$389,100.00	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS *(YEARS)*			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE *(ATTACH PER INSTRUCTION)*

PART IV
PROGRAM NARRATIVE

I. Objective:

The Airport Master Plan contains a long-term list of rehabilitation and improvement projects necessary to maintain airport facilities and to meet the requirements of the FAA.

The Runway 17R/35L Improvements project is necessary to ultimately rehabilitate concrete pavement which is exhibiting signs of fatigue. Runway 17R/35L is the primary runway at LBB. It is vital to airport operations and must be maintained to avoid disruption to air service. A secondary objective is to enhance airfield safety by relocating the airport perimeter road on the 17R end. Currently the road crosses into the ROFA. The project will be completed in phases with the first phase consisting of the relocation of the perimeter road.

II. Benefits:

Once complete, the Runway 17R/35L improvements project will yield a pavement surface with a minimum 20-year life given projected airport operations. Foreign object debris and other maintenance-related disruptions will also be reduced. The project will also ultimately produce a clear ROFA on the 17R end and will allow for the future extension of Taxiway L to the 17R threshold.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1 **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1,2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Anti kickback Act - 18 U.S.C. 874.1
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11998 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).
h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.
o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.

b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any

arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance**. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal

financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of

submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**
    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined

in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the

part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and

use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

   a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

   b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

   a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto,

together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
(b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes,

including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of

the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated **April 16, 2013** and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses**. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any

DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by

reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
   1) Describes the requests;
   2) Provides an explanation as to why the requests could not be accommodated; and
   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/16/2013

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1- 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1K Change 1	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30G	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12E	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 4/16/2013

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D Changes 1 - 4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

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

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 2nd Reading - Public Works Traffic Engineering: Consider an Ordinance 2013-O0070 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock with regard to the establishment of school zones.

Item Summary

On July 23, 2013, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the Code of Ordinances is revised to add one, change two and remove four flashing school zones.

A flashing school zone located on Parkway Drive (US 82) at East 2nd Street for Alderson Elementary is being installed due to a new school campus opening for the 2013-14 school year. Lubbock Independent School District (LISD) is closing two elementary campuses, Bozeman and Parkway Elementary Schools, and consolidating the campuses into one campus, Alderson Elementary. The flashing school zone located on Parkway Drive at Elder Avenue for Bozeman Elementary is being removed because the school campus is closing. An adult crossing guard will oversee the Alderson Elementary crosswalk.

The flashing school zone located on Dr. Martin Luther King, Jr. Boulevard (MLK, Jr. Blvd) south of Erskine Avenue for Estacado High School (EHS) will change from 30 mph to 20 mph. The posted speed limit on MKL, Jr. Blvd is 40 mph and the beacons are located approximately 200 feet from the crosswalk. Based on the distances between the crosswalk and the beacon assemblies, staff research indicates that the speed limit for the school zone should be reduced to 20 mph.

A new elementary school, Joan Y. Ervin Elementary, located at East 31st Street and Teak Avenue has been built on the location of the Wheatley Elementary campus. Students from Wheatley and Iles Elementary campuses will consolidate to Ervin Elementary. The school zone and crossing guard on MLK, Jr. Blvd at 29th Street will remain. The two school zones located on East 26th Street and East 23rd Street for Iles Elementary are being removed because the school campus is closing.

Murfee Elementary is closing until January 2015, when it will re-open as Jane Ann Miller Elementary. Therefore, the school zone on Joliet Drive will be removed. Students from Murfee and Haynes Elementary campuses will consolidate and attend Miller Elementary at the Haynes campus until the new building is complete at the Murfee campus.

LISD is in agreement with the school zone changes.

Fiscal Impact

Equipment and materials for building the new Alderson Elementary school zone and adding signs to the EHS school zone totals approximately $30,000. This amount is allocated in the budget. Existing signal arm assemblies and underground conduit will be utilized for the Alderson Elementary project since this was a former school zone location. Labor to add, change and remove school zones is allocated in the budget.

Staff/Board Recommending

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

Attachments

Ordinance - 2013 School Zone

ORDINANCE NO.

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

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

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

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

Sec. 20.05.103 School zones speed limits.

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

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
1	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	20	Lubbock High School
3	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	20	LISD Project Intercept
4	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	20	Bean Elementary
5	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	20	Bean Elementary
6	34th Street	E/W	Beginning at a point 12 feet East of the North leg of Avenue X extending to a point 100 feet West of the South leg of Avenue X	20	Brown Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
7	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	20	Coronado High School
8	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	20	FISD Westwind Elementary
9	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	20	Hodges Elementary
10	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	20	Monterey High School
11	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	20	Bayless Elementary
12	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	20	Parsons Elementary
13	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	20	Williams Elementary
14	78th St	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	20	Waters Elementary
15	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	20	FISD Crestview Elementary
16	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	20	Lubbock-Cooper North Elementary
17	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	20	Bean Elementary
18	Avenue P	N/S	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	20	Guadalupe Elementary
19	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	20	Roberts Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
20	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	30	O.L. Slaton Middle School
21	Avenue T	N/S	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	20	Dupree Elementary
22	Avenue U	N/S	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	20	Jackson Elementary
23	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	20	Atkins Middle School
24	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	20	Bayless Elementary
25	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	20	McWhorter Elementary
26	Broadway	E/W	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	20	Ramirez Charter School
27	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	20	Hardwick Elementary
28	Chicago Avenue	N/S	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29th Drive	20	Bowie Elementary
29	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46th Street	20	Wester Elementary
30	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89th Street	20	Smith Elementary
31	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	20	Wheelock Elementary
32	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	20	Parsons Elementary
33	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	20	Waters Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
34	Erskine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	20	Wolffarth Elementary
35	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	20	Wheelock Elementary
36	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	20	Estacado High School
37	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	20	Ervin Elementary
38	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	20	Overton Elementary
39	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	20	Maedgen Elementary
40	Memphis Avenue	N/S	Beginning at a point 145 feet South of 60th Street extending to a point 160 feet North of 58th Street	20	Haynes Elementary
41	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	20	Honey Elementary
42	Parkway Drive (US 82)		Beginning at a point 560ft southwest of Zenith Ave extending 600ft to a point 115ft southwest of Walnut Ave.	30	Alderson Elementary
43	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	20	Smylie Wilson Middle School
44	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	20	Rush Elementary
45	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	20	Cavazos Middle School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
46	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	20	Centennial Elementary
47	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	20	Stewart Elementary
48	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	20	Williams Elementary

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

SECTION 4. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

AND SO IT IS ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith, Chief Operating Officer

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

ccdocs/2013(july)SchoolZone_SpeedLimit Ord
July 5, 2013

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11166 a professional services agreement with Freese and Nichols Inc., for the preliminary design of the Southeast Water Reclamation Plant (SEWRP) emergency generator and switch gear project, RFQ 13-11166-DT.

Item Summary

The purpose of this project is to improve the reliability of the wastewater pumping system during power outages due to severe weather and other emergencies. Recent power outages have shown the need for enhancing the backup power systems at the Southeast Water Reclamation Plant (SEWRP) to ensure continuous reliable operation of the influent and effluent pumping stations.

This contract will provide for the design of new emergency generators and the associated switch gear, which will supply backup power to lift station 48 and the SEWRP intermediate lift station, in order to maintain raw influent wastewater pumping capacity during power outages. Other components of the project will include: an evaluation of the existing switch gear for the Headworks submersible pumps, addition of an electric valve actuator, and an automatic transfer switch on an existing emergency generator at effluent pumping station 2. The project will enable the SEWRP to maintain compliance with the City's Texas Pollution Discharge Elimination permit during power outages and emergency situations. The evaluation criteria published in the Request for Qualifications included:

1. Project Team Organization & Qualifications - 40%
2. Experience on Similar Projects - 20%
3. Project Approach - 30%
4. Overall Responsiveness to the RFQ -10%

Statements of Qualifications were received from the following engineering firms and were ranked as follows:

Freese and Nichols of Fort Worth, TX	475
Black & Veatch Corporation of Dallas, TX	440
Alan Plummer Associates of Fort Worth, TX	373
Chambers Engineering of Lubbock TX	305

The two top-ranked firms were invited to Lubbock on March 27, 2013, for oral presentations. At the conclusion of the oral presentation, Freese and Nichols, Inc., was identified as the top candidate for providing professional engineering services for the SEWRP Emergency Generator and Switchgear Capital Improvement Project.

Based on the committee's recommendation, contract negotiations were conducted with Freese and Nichols, Inc. of Fort Worth, Texas, for a fair and reasonable hourly rate at a not-to-exceed amount of $96,485.

The SEWRP Emergency Generator and Switchgear project will consist of two phases: study phase and final design phase. The scope of Phase 1 includes Professional Engineering services to update the plant's existing Arc Flash

Study and preparation of a comprehensive electrical study and report. The study will identify options for sizes and locations of generators to power the plant in the event of power outage. Areas of the plant to be evaluated for back-up power include the following:

Plant 4 Intermediate
Lift Station 48
Plant 4 UV System
Effluent Pump Station No. 2
Headworks Pump Station

The scope and fee of the final design Phase 2 will be determined upon completion of Phase 1.

Fiscal Impact

$450,000 is appropriated in Capital Improvement Project 92311, SEWRP Emergency Generator and Switch Gear, with $96,485 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution
Contract Documents
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, Professional Services Contract for the preliminary design of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project, by and between the City of Lubbock and Freese and Nichols, Inc. and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-Freese & Nichols, Inc.
July 3, 2013

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2013 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Preliminary Design of the Southeast Water Reclamation Plant Emergency Generator and Switchgear Project (the "Activities"); and

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the City and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 180 days, as set forth in Exhibit "A", attached hereto and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. Engineer shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Basic Services (Tasks 1 through 4) based on hourly rates an amount not to exceed $96,485 per Exhibit "B".

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the City shall only pay Engineer for services actually performed by Engineer up to the date Engineer is deemed to have received notice of termination as provided herein.

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

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

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Preliminary Design of the Pump Station Emergency Electric Generators Project, as defined in Exhibit "A," "Scope of Work".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as an independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, Engineer and Engineer's employees and/or subconsultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement, 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 or subconsultant 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 or subconsultant.

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

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

If at any time during the life of the Agreement or any extension hereof, Engineer fails to maintain the required insurance in full force and effect, Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Subconsultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE X. CONFIDENTIALITY

ENGINEER shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to City or City to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ENGINEER 's Address. ENGINEER 's address and numbers for the purposes of notice are:
Freese and Nichols, Inc.
Attn: Jeffrey N. Hensley, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7369
Facsimile: (817) 735-7491

C. City's Address. The City's address and numbers for the purposes of notice are:
City of Lubbock
Attn: Zoltan Fekete, P.E.
P. 0. Box 2000
1625 13th Street
Lubbock, Texas 79401
Telephone: (806) 775 – 3317
Facsimile: (806) 775 - 3344

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

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish ENGINEER non-confidential studies, reports and other available data in the possession of the City pertinent to ENGINEER's Services, so long as City is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and City.

C. Records. ENGINEER shall maintain records that are necessary to substantiate the services provided by ENGINEER.

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the City.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City and ENGINEER, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

FREESE AND NICHOLS, INC.

By:

Name: Donald W. Lampe, P.E.

Title: Principal

EXHIBIT A

City of Lubbock, Texas
Southeast Water Reclamation Plant Emergency Generator and Switchgear
Phase 1 – Report/Study Phase
Scope of Work for Freese and Nichols, Inc.

The overall Southeast Water Reclamation Plant Emergency Generator and Switchgear (The Project) includes the following two phases:

- Phase 1 – Detailed report/study phase.
  A summary of the Phase 1 objectives is to:
  - Evaluate the existing plant's Arc Flash Study.
  - Evaluate the existing loads – pump motors and miscellaneous loads to properly size the generators
  - Evaluate the placement of a larger generator or multiple smaller generators and associated modifications to the plant's electrical distribution system to power the Plant 4 Intermediate Lift Station and Lift Station 48 during power outages
  - Evaluate the existing switchgear at the Headworks Pump Station to connect to the emergency back-up power system
  - Evaluate locations to provide power to the manually operated valve at Lift Station 48.
  - Provide visual condition assessment of the plant's outdoor major electrical equipment – unit substations, and 480V switchgear
- Phase 2 – Design Phase.
  The scope and fee for Phase 2 will be determined upon completion of Phase 1.

The primary objectives of the Phase 1 report/study are to:

1. Identify options for sizes (kW) and locations of generators to power the plant in the event of a power outage. Areas of the plant to be evaluated for back-up power to include the following:
   - Plant 4 Intermediate Lift Station
   - Lift Station 48
   - Plant 4 UV System
   - Effluent Pump Station No.2
   - Headworks Pump Station
2. Identify modifications to Lift Station 48 electrical distribution system and Headworks electrical building to install variable frequency drives on Lift Station 48 submersible pumps.
3. Identify modifications to the electrical distribution system to connect the Headworks submersible pumps and their associated variable frequency drives to the back-up power system
4. Identify electrical improvements to the plant's electrical distribution system required to incorporate generators
5. Identify location to power Lift Station 48 motor operated valve
6. Identify options to enclose existing 12.47kV main switchgear in a climate controlled building
7. Provide a conceptual design of the plant's electrical distribution system to incorporate the back-up generators
8. Based on visual condition assessment identify existing major outdoor electrical equipment where electrical testing should be performed.

BASIC SERVICES: FNI shall render the following professional services in connection with Phase 1 of The Project:

1. **Task 1 - Kick-Off Meeting/Design Development:** Hold a kick-off meeting with the Owner to discuss scope, schedule and data requirements. Possible criteria for the project include the following:
   a. Construction Costs
   b. Number of Pumps/loads to operate off of back-up power
2. **Task 2 - Obtain Data:** FNI will obtain and review available data including:
   a. Existing plant drawings
   b. Existing Power System Studies – Arc Flash Hazard Risk Analysis
   c. Data on existing submersible pump motors and electrical loads
   d. Other mapping provided by the City (Utilities, property maps, aerial photography, and contour maps where available. City of Lubbock will assist FNI in the collection of these maps if requested by FNI.
   e. Geotechnical reports

   FNI will make two, two day site visits to examine the plant and interview staff.
3. **Task 3 - Design Report:** FNI will prepare a draft report of the study and present it to the Owner. After receipt of the Owner's comments, FNI will revise the report and present the final draft to the Owner. The Design Report will include the following:
   a. Recommendations for locations of generators to provide back-up power
   b. Electrical improvement required to accommodate back-up generators
   c. Generator sizes required to run plant loads
   d. Proposed layouts
   e. Recommendations to enclose outdoor 12.47kV main switchgear
   f. Recommendations to provide motor operator on Lift Station 48 manual valve
   g. Recommendations for existing outdoor major electrical equipment to be tested
   h. Engineer's Opinion of Probable Construction Costs

   FNI will furnish five (5) hard copies and one electronic copy of the Draft Design Report and Final Design Report.
4. **Task 4 - Meetings and Communications:** FNI will attend up to three meetings with the Owner to discuss the project. FNI will prepare monthly reports to discuss the status of the project, coordination items, completed tasks, and upcoming tasks.
5. **Items to be performed by the City of Lubbock:**
   1. Provide Mapping as required for the following:
      a. Utility mapping where available
      b. City mapping including utility maps, property maps, aerial photography, and contour maps where available.
   2. Provide copies of existing plans and power system studies.
   3. Recommended Phases and Schedule for Project Development.

TIME OF PERFORMANCE

ENGINEER shall commence work immediately following authorization to proceed. ENGINEER has reviewed the project with the CITY and agrees that the schedule presented below is a reasonable timeframe within which to accomplish the work.

PROJECT SCHEDULE		
Milestone	**Weeks Following Deliverable**	**Cumulative Weeks**
Kick-Off Meeting/Design Development	0	0
Preliminary Design Report Draft	12	12
Preliminary Design Report Final	6	18

ENGINEER-CITY mutually agree that they will work toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedule, it is understood that both CITY and ENGINEER will develop a revised schedule and budget limit, if required, to address scope changes, delays by CITY, or other problems. It is understood that the ENGINEER must proceed with the work while the CITY reviews each submittal. CITY agrees to submit all review comments for the submittal within fourteen (14) days following the ENGINEER's submittal. Impacts from CITY's comments, which require extensive rework, may impact the schedule and budget and in-turn, may be considered a change in scope.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $ 96,485.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, not to exceed $96,485.00 for services identified in Phase 1(Tasks 1 through 4) of the Basic Services, unless noted otherwise in the Scope of Work. The final compensation for major tasks can be over or under the estimated budget amount per tasks, as shown in Exhibit B below as long as the total "Not to Exceed" amounts are not surpassed. Budget can be shifted between the various tasks with the approval of Owner's Representative

ENGINEER agrees to complete these services for this amount unless the Budget is amended by CITY and ENGINEER as a result of a change to the Scope of Work or Time of Performance.

The budget assumes that all work will be completed within 180 calendar days from the Notice to Proceed.

EXHIBIT B

This Exhibit B is part of the Agreement, between Freese and Nichols, Inc. (FNI) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

Phase 1 of the Southeast Water Reclamation Plant Emergency Generator and Switchgear

1. Budget Amount by Scope Item Task

Task No.	Task Name	Budget
1	Kick-Off Meeting/Design Development	$7,432
2	Data Gathering	$18,364
3	Preliminary Design Report	$54,332
4.	Meetings/Communications	$16,357
	TOTAL (Not to Exceed)	**$96,485**

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Ninety Six Thousand Four Hundred Eighty Five Dollars ($96,485.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	OPERATIONS ANALYST	145.95
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50	CONTRACT ADMINISTRATOR	92.40
DOCUMENT CONTROL CLERK	106.05	INFORMATION SERVICES ADMINISTRATOR	79.80
SR DESIGNER	196.35	INFORMATION SERVICES CLERK III	63.00
DESIGNER II	158.55	INFORMATION SERVICES CLERK II	58.80
DESIGNER I	136.50	INFORMATION SERVICES CLERK I	57.75
CADD DESIGNER	168.00	CO-OP	70.35
TECHNICIAN IV	142.80		
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

The ranges and individual salaries will be adjusted annually.

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Print Shop	
Color Copies & Printing	$0.50 per single side copy
	$1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy
	$0.20 per double side copy
Binding	$5.75 per book

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of

FNI _____
OWNER _____

Freese and Nichols, Inc.

Lubbock Ph 1 SEWRP Emergency Generator & Switchgear

Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 96,485
Special	$ -
Total Project	$ 96,485

Basic Services

Phase	Task	Employee	Jeff Hensley	Don Lampe	Wade Zemlock	Rebecca Sandevel	Pam Mastin	Michael Robertson	Joel Wetland	Vimal Nair	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role													
		Hourly Bill Rate	$222.60	$247.00	$182.70	$144.90	$142.80	$185.00	$201.60	$191.10					
	PROJECT MANAGEMENT														
	Kickoff Meeting/Client Review Meetings (3 Meetings)		30		30						60	$ 12,159	$ 3,379	$ -	$ 15,538
	Updates to COL		6								6	$ 1,336	$ 51	$ -	$ 1,387
	Billing & Monthly BST Reports		6								6	$ 1,336	$ 51	$ -	$ 1,387
	Internal Coordination Meetings		4		4	4		1	1	1	15	$ 2,779	$ 128	$ -	$ 2,907
	QA/QC Review		8	2							10	$ 2,152	$ 81	$ -	$ 2,233
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
	Report / Study Phase											$ -	$ -	$ -	$ -
												$ -	$ 337	$ -	$ 337
	Field Investigations/Site Visits to SEWRP (4 days)		36		36						72	$ 14,591	$ 3,773	$ -	$ 18,364
	Evaluate Generator & Switchgear Options @ Plant 4 Intermediate Lift Station		10		15	10		10	8	13	66	$ 12,363	$ 561	$ -	$ 12,924
	Evaluate 12.47kV Swgr Bldg Options		3		10	5		4	4	4	30	$ 5,531	$ 255	$ -	$ 5,786
	Evaluate Relocating Lift Station 48 Equipment & Adding Headworks Pumps to Generator		5		20	10	2				37	$ 6,502	$ 315	$ -	$ 6,817
	Evaluate Options to provide power to LS 48 Valve		2		8						10	$ 1,907	$ 85	$ -	$ 1,992
	Evalutate Effluent PS No.2 Gen Reconfiguration		3		15	5					23	$ 4,133	$ 196	$ -	$ 4,329
	Evaluate adding generator to Plant 4 UV System		2		12						14	$ 2,638	$ 119	$ -	$ 2,757
	Generator Sizing		2		12						14	$ 2,638	$ 119	$ -	$ 2,757
	Evalutate exisitng Arc Flash Study		5		20						25	$ 4,767	$ 213	$ -	$ 4,980
	Design Report - Layouts/Cost Estimates,Evaluations		10		30	6	12	2	2	2	64	$ 11,446	$ 544	$ -	$ 11,990
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
												$ -	$ -	$ -	$ -
	Total Basic Services Hours		132	2	212	40	14	17	15	20	452	$ 86,278	$ 10,207	$ -	$ 96,485
	Total Basic Services Labor Effort		$ 29,383	$ 371	$ 38,732	$ 5,796	$ 1,999	$ - $ 3,145	$ 3,024	$ 3,822	$ -	$ -	$ -	$ -	$ -

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Binding	Print Shop - Plotter - Other	Miles	Other	Total Exp Effort
		PROJECT MANAGEMENT										$ -
		Kickoff Meeting/Client Review Meetings (3 Meetings)	5							500	2750	$ 3,379
		Updates to COL	6									$ 51
		Billing & Monthly BST Reports	6									$ 51
		Internal Coordination Meetings	15									$ 128
		QA/QC Review	10									$ 81
												$ -
												$ -
												$ -
		Report / Study Phase		15	1,000	100			20			$ 337
		Field Investigations/Site Visits to SEWRP (4 days)	5							250	3250	$ 3,773
		Evaluate Generator & Switchgear Options @ Plant 4 Intermediate Lift Station	66									$ 561
		Evaluate 12.47kV Swgr Bldg Options	30									$ 255
		Evaluate Relocating Lift Station 48 Equipment & Adding Headworks Pumps to Generator	37									$ 315
		Evaluate Options to provide power to LS 48 Valve	10									$ 85
		Evalutate Effluent PS No.2 Gen Reconfiguration	23									$ 196
		Evaluate adding generator to Plant 4 UV System	14									$ 119
		Generator Sizing	14									$ 119
		Evalutate exisitng Arc Flash Study	25									$ 213
		Design Report - Layouts/Cost Estimates,Evaluations	64									$ 544
												$ -
												$ -
												$ -
												$ -

Freese and Nichols, Inc.

Lubbock Ph 1 SEWRP Emergency Generator & Switchgear

Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 96,485
Special	$ -
Total Project	$ 96,485

																		$ -
																		$ -
																		$ -
																		$ -
																		$ -
																		$ -
	Total Basic Services Items	330	15	1,000	100	-	-	20	750	6,000	-	-	-	-	-	-	-	
	Total Basic Services Expenses Effort	$ 2,801	$ 86	$ 100	$ 50	$ -	$ -	$ 100	$ 466	$ 6,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,207

Phase	Task	Subconsultants			[Name 3]	[Name 4]											Total Sub Effort
																	$ -
																	$ -
																	$ -
																	$ -
																	$ -
																	$ -
																	$ -
																	$ -
		Total Basic Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Freese and Nichols, Inc.

Lubbock Ph 1 SEWRP Emergency Generator & Switchgear

Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 96,485
Special	$ -
Total Project	$ 96,485

Special Services

Phase	Task	Employee / Project Role	Jeff Hensley	Don Lampe	Wade Zemlock	Rebecca Sandoval	Pam Mastin	Michael Robertson	Joel Wetland	Vimal Nair						Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Hourly Bill Rate	$222.60	$247.00	$182.70	$144.90	$142.80	$185.00	$201.60	$191.10										
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
																	$ -	$ -	$ -	$ -
		Total Special Services Hours														-	$ -	$ -	$ -	$ -
		Total Special Services Labor Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Binding	Print Shop - Plotter - Other	Miles	Other					Total Exp Effort
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
																$ -
		Total Special Services Items	-	-	-	-	-	-	-	-	-	-	-	-	-	
		Total Special Services Expenses Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Phase	Task	Subconsultants			[Name 3]	[Name 4]									Total Sub Effort
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
															$ -
		Total Special Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Special Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2013

Capital Project Number:	92311
Capital Project Name:	SEWRP Emergency Generator and Switch Gear

	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 2,013
Agenda Item August 8, 2013	
Freese and Nichols, Inc.	96,485
Encumbered/Expended to Date	98,498
Estimated Costs for Remaining Appropriation	
Unallocated	351,502
Remaining Appropriation	351,502
Total Appropriation To Date	$ 450,000

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construct a generator facility to ensure electrical power to Lift Station 48 prior to the headworks and the Plant 4 intermediate lift station to maintain pump capacity during power outages. Design and install automatic switch gear on effluent pump station 2 to ensure automatic start of effluent pumps during power outages.

Project Justification

The ability to have generators to start influent and effluent pumps in emergency situations ensures the abiltiy to pump raw wastewater into the Southeast Water Reclamation Plant and compliance with the City's Texas Pollution Discharge Elimination permit.

Project History

The project will ensure continuous reliable pumping of wastewater during power outages and emergency situations.

$450,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	300,000	1,500,000	0	0	0	0	0	1,800,000
Design and Engineering	150,000	0	0	0	0	0	0	150,000
Total Project Appropriation	450,000	1,500,000	0	0	0	0	0	1,950,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2013 10-Year Wastewater Revenue CO's	450,000	0	0	0	0	0	0	450,000
FY 2014 10-Year Wastewater Revenue CO's	0	1,500,000	0	0	0	0	0	1,500,000
Total Funding Sources	450,000	1,500,000	0	0	0	0	0	1,950,000

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute amendment 1 to contract 10605 with Freese & Nichols, Inc. for engineering services associated with the design of pump station emergency generator project.

Item Summary

This project will apply the study work from Phase 1 of the pump station emergency generator project to complete engineering design. Phase 2 will provide construction documents, plans and specifications and an arc flash study to comply with current electrical code and safety regulation changes at all pump stations.

Fiscal Impact

$1,800,000 is appropriated in Capital Improvement Project 92279, Pump Station Emergency Electric Generators, with $285,028 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Chief Operating Officer

Attachments

Resolution
Contract Amendment
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Professional Services Contract No. 10605 dated December 6, 2012 for Phase 2 of the Pump Station Emergency Electric Generators Project, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Contract-Freese & Nichols
July 9, 2013

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES CONTRACT No. 10605 BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 1 DATED _____ to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated December 6, 2012 ("the Agreement") concerning the Pump Station Emergency Electric Generators for Phase 2 of the project.

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

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: _____

CONSULTANT:

FREESE AND NICHOLS, INC.

By: _____
Donald W. Lampe, P.E.

Title: Vice President

Date: 7/9/2013

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____ for
Chad Weaver, Assistant City Attorney

Rev. 11-08

EXHIBIT A
SCOPE OF SERVICES FOR PHASE 2:
PUMP STATION EMERGENCY ELECTRIC GENERATORS

GENERAL:

The Pump Station Emergency Electric Generators - (The Project) Phase 2 includes the following:

- Design of permanent generator and associated switchgear at Pump Station No.4
- Design of permanent generator and associated switchgear at Pump Station No.8
- Design of permanent generator and associated switchgear at Pump Station No.10
- Arc Flash Hazard Risk Analysis at Pump Station No.3, Pump Station No.9, Bailey County Pump Station and Chemical Feed System, and Terminal Storage Pump Station.
- Conduct geotechnical investigations
- Prepare Final Contract Documents for bidding purposes

The following are not part of Phase 2 of the Project. If added to Phase 2 of the Project, additional compensation will be granted to FNI.

- Conduct topographical site survey
- Arc Flash Hazard Risk Analysis at Pump Stations No.4, No.7, No.8 and No.10
- Phase 3 - Bid Phase and Construction Phase – General and Resident Representation services. The scope and fee for Phase 3 will be negotiated once Phase 2 has been completed.

The OWNER shall provide the following items for the development of the Project:

1. Pay for all fees, permits, mitigation cost, utilities, and electric power service costs.

2. The OWNER shall designate a person to act as OWNER's representative during The Project

BASIC SERVICES: The Basic Services include project administration, preliminary investigations, preparation of detailed design and construction documents. FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT: FNI will provide the following as part of the Basic Services of The Project:

1. Attend a kick-off meeting to clarify OWNER'S requirements for the project, review pertinent data, review project staffing and organization, and present the initial work plan and schedule.

2. Provide administration and management of The Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones. Review progress with OWNER's Board on a monthly basis.

3. Assist the OWNER with coordination with Customers staff to discuss operations, connections, start-up, and other issues. A total of two meetings are included.

4. Provide monthly update reports which include the following:
   - Status of the work
   - Major tasks to be completed in the next month
   - Discussion of major issues
   - Scope changes to project scope or Engineer's scope
   - Project budget update (if major changes since the last update)
   - Project schedule update (if major changes since the last update)
   - Status of deliverables

B. FINAL DESIGN PHASE: FNI will provide the following as part of the final design phase:

1. Obtain and review OWNER-furnished front end documents, general conditions, and special conditions for the construction contracts. Meet with OWNER to resolve review comments, and revise OWNER's standard documents accordingly.

2. Prepare plans, specifications, contract documents, designs, and layouts of improvements to be constructed.

3. Advise OWNER of need for and recommend scope of additional Special Services. The cost of any additional special services shall be paid by OWNER and are not included in the services performed by FNI unless they are included pursuant to Exhibit A – Special Services.

4. Prepare applications for routine permits such as road and railroad crossing permits, and building code permitting (if any).

5. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required. Submittals will include TCEQ.

6. Furnish necessary information to utility companies whose facilities may be affected or services may be required for the Project.

7. 60% Review: Furnish OWNER ten (10) copies of preliminary (60%) plans and specifications marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations of the facilities for all of the trades, typical details, and most special details. The drawings will be in sufficient development to show the overall layouts and design intent, but will lack many notes and minor details. The specifications will include the front end documents and draft specifications for major equipment items.

8. 95% Review: Furnish OWNER ten (10) copies of preliminary (95%) plans, specifications, and bid proposals marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER ten (10) sets of copies of "Final" plans and specifications. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.

9. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.

10. Prepare revised opinion of probable construction cost at 60% and 95% Reviews.

11. 95% Review of Arc Flash Hazard Analysis: Furnish OWNER three (3) copies of the preliminary (95%) Arc Flash Hazard Risk Analysis for approval by the OWNER. FNI will meet with the OWNER to present the preliminary ARC Flash Hazard Risk Analysis and receive comments. Upon final approval by the OWNER, FNI will complete the Arc Flash Hazard Risk Analysis and provide OWNER three copies of the Final Arc Flash Hazard Risk Analysis. FNI to provide arc flash labels for each site to the OWNER to be installed by the OWNER on the electrical equipment in the field. One PDF copy of the study on a CD will also be provided. OWNER will also receive one electronic copy of the Power System software files on a CD.

C. BID AND AWARD PHASE: Bid and Award Phase Services (Phase 3) are not included in this contract. The scope and fee for Phase 3 will be negotiated once Phase 2 has been completed.

D. CONSTRUCTION PHASE SERVICES: Construction Phase Services (Phase 3) are not included in this contract. The scope and fee for Phase 3 will be negotiated once Phase 2 has been completed.

SPECIAL SERVICES: FNI shall render the following special services in connection with The Project:

E. GEOTECHNICAL ENGINEERING: Freese and Nichols will provide geotechnical engineering services as follows:

1. Review the Geologic Atlas of Texas to study general subsurface conditions that are expected at the site.

2. Select approximate location for exploratory boring. Engineer will check underground utilities, other existing construction, and accessibility. Surveyor will stake the specific boring location and determine the ground surface elevation for the boring.

3. Subcontract with a drilling contractor to drill two (2) 25-foot borings one (1) at the generator location and one (1) at the switchgear location for each site. The boring will be drilled with a continuous flight auger. Obtain soil samples for testing using 3-inch diameter Shelby tubes for cohesive soils and using a 2-inch diameter split-barrel sampler for non-cohesive soils, perform THD cone penetrometer tests in the field, and backfill boring with cuttings and plug the upper foot of the boring with concrete sack mix to prevent a tripping hazard.

4. Provide an engineer or geologist experienced in logging borings to direct the drilling, log the boring, record the blow counts from the Standard Penetration Test (SPT) and THD cone penetrometer tests and handle the samples.

5. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Tests expected include liquid and plastic limits tests, percent passing the #200 Sieve, unconfined compression tests, and moisture contents.

6. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers.

7. Prepare a report of the geotechnical investigation presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions at the site and their impact on design. The report will include recommendations for foundation design for the generator and switchgear. The report will also include a discussion of construction issues for the generator and switchgear.

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

- 60% Design Submittal – Submit 60% design submittal within 45 calendar days of written notice to proceed.
- 95% Design Submittal – Submit 90% design document within 45 calendar days of 60% design submittal review meeting with the City.
- Final (100%) Design Submittal – Submit final design submittal within 30 calendar days of 90% design submittal review meeting with the City.
- 95% Arc Flash Hazard Analysis – Submit 95% review submittal for Arc Flash Hazard Analysis within 120 days of written notice to proceed.
- Final Arc Flash Hazard Analysis – Submit final Arc Flash Hazard Analysis within 30 days of 95% review meeting with the City.

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

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – John Turpin, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2342; email: JTurpin@mail.ci.lubbock.tx.us

Freese and Nichols Project Manager: Jeff Hensley, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Phone: 817-735-7300, Fax: 817-735-7491; email: jnh@freese.com

Freese and Nichols Accounting Representative: Sharon James, 4055 International Plaza, Suite. 200, Fort Worth, Texas 76109-4895; Phone: (817)735-7300, Fax: (817)735-7491; email: sdj@freese.com

EXHIBIT A, PART 2 - ADDITIONAL SERVICES
PUMP STATION EMERGENCY ELECTRIC GENERATORS – PHASE 2

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

A. Bid phase services, Construction phase services including general representation and construction representation.

B. Conducting topographical site surveys.

C. GIS mapping services or assistance with these services.

D. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.

E. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.

F. Providing renderings, model, and mock-ups requested by the OWNER.

G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.

H. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.

I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

L. Conducting pilot plant studies or tests.

M. Design of alternates for alternate bidding.

N. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

O. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in additional to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.

P. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

Q. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.

R. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

S. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

U. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

V. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.

W. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI.

X. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

EXHIBIT A, PART 3 – OWNER'S RESPONSIBILITIES
PUMP STATION EMERGENCY ELECTRIC GENERATORS

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

A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

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

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Review the draft plans and specifications and provide comments to FNI.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit A, Part 2 of this AGREEMENT or other services as required.

J. The OWNER reserves the right to direct substantial revision of the Plans and Specifications after approval by the OWNER as OWNER may deem necessary, but in such event the OWNER shall pay FNI just and equitable compensation for services rendered in making such revisions. OWNER shall not be obligated to pay FNI for said revisions should they be necessary as a result of the design and/or Contract Documents being in any manner defective or deficient.

K. Bear all costs incident to compliance with the requirements of OWNER'S responsibilities.

EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $285,028.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT D. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

This contract assumes that all work will be completed within the time specified in the Amendment No. 1.

EXHIBIT D

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Two Hundred Eighty Five Thousand Twenty Eight Dollars ($285,028). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	OPERATIONS ANALYST	145.95
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50	CONTRACT ADMINISTRATOR	92.40
DOCUMENT CONTROL CLERK	106.05	INFORMATION SERVICES ADMINISTRATOR	79.80
SR DESIGNER	196.35	INFORMATION SERVICES CLERK III	63.00
DESIGNER II	158.55	INFORMATION SERVICES CLERK II	58.80
DESIGNER I	136.50	INFORMATION SERVICES CLERK I	57.75
CADD DESIGNER	168.00	CO-OP	70.35
TECHNICIAN IV	142.80		
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

The ranges and individual salaries will be adjusted annually.

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Print Shop	
Color Copies & Printing	$0.50 per single side copy
	$1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy
	$0.20 per double side copy
Binding	$5.75 per book

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of

112

Lubbock Ph 2 Pump Station Emergency Electric Generators
5/30/2013
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 285,028
Special	$ -
Total Project	$ 285,028

Basic Services

Phase	Task	Employee	Jeff Hensley	Dan Lampe	Wade Zamlock	Rebecca Sandoval	Pam Mastin	Lora Smith	Misty Thomison	Brad Watson	Julia Whitcraft	Marc Miller	Don James	Nitza Boldenow	Chris Jones	Vimal Nair	Joel Wetland	Marguerite Knapp	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role																					
		Hourly Bill Rate	$222.60	$247.00	$182.70	$144.90	$142.80	$80.85	$169.05	$247.00	$142.80	$185.00	$141.79	$114.45	$184.28	$185.00	$201.60	$80.85					
		PROJECT MANAGEMENT																		$ -	$ -	$ 4,730	$ 4,730
		Client Meetings/Kickoff Meeting (3)	36		36														72	$ 14,591	$ 4,608	$ 1,980	$ 21,179
		Updates to COL	12																12	$ 2,672	$ 102	$ -	$ 2,774
		Billing & Monthly BST Reports	6																6	$ 1,336	$ 245	$ -	$ 1,581
		Contract/Subcontract Management	8																8	$ 1,781	$ 68	$ -	$ 1,849
		QA/QC Reviews (60% & 95%)	10	8						6									24	$ 5,684	$ 204	$ -	$ 5,888
		Constructability Reviews	2												40				42	$ 7,817	$ 357	$ -	$ 8,174
		Cost Estimates	2		10	4													16	$ 2,852	$ 136	$ -	$ 2,988
		Internal Coordination Meetings	4	2	4														10	$ 2,116	$ 85	$ -	$ 2,201
		GENERATOR DESIGN																		$ -	$ -	$ -	$ -
		Field Investigations/Site Visits to Pump Stations (2)	24		24				2										50	$ 10,066	$ 4,586	$ -	$ 14,652
		60% Design Submittal	25		80	20	120		16	1	20					5	5		292	$ 47,956	$ 2,704	$ -	$ 50,660
		95% Design Submittal	25		100	20	80		10	1	16					5	5		262	$ 44,313	$ 2,449	$ -	$ 46,762
		100% Design Submittal	25		40		20									1	1		87	$ 16,116	$ 961	$ -	$ 17,077
		Coordination with LP&L	5		15														20	$ 3,854	$ 170	$ -	$ 4,024
		Specifications																		$ -	$ 500	$ -	$ 500
		Front End Specifications	30					5											35	$ 7,083	$ 398	$ -	$ 7,481
		Technical Specifications	20		30			5	6							2	2		65	$ 12,125	$ 553	$ -	$ 12,678
		Geotehncial Engineering																		$ -	$ -	$ -	$ -
		Review of geotechnical studies										36	24	6				6	72	$ 11,235	$ 1,079	$ -	$ 12,314
																				$ -	$ -	$ -	$ -
		ARC FLASH STUDIES FOR PUMP STATIONS																		$ -	$ -	$ -	$ -
		Field Investigations/Gather Data	24		48														72	$ 14,112	$ 5,103	$ -	$ 19,215
		Coordinate with LP&L/Xcel	5		15														20	$ 3,854	$ 170	$ -	$ 4,024
		Construct Models	5		80														85	$ 15,729	$ 723	$ -	$ 16,452
		Perform Arc Flash Analysis	5		50														55	$ 10,248	$ 540	$ -	$ 10,788
		Meetings to Review with City (2)	24		24														48	$ 9,728	$ 408	$ -	$ 10,136
		Finalize Studies	5		20														25	$ 4,767	$ 285	$ -	$ 5,052
		QA/QC	8																8	$ 1,781	$ 68	$ -	$ 1,849
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
		Total Basic Services Hours	310	10	576	44	220	10	34	8	36	36	24	6	40	13	13	6	1,386	$ 251,816	$ 26,502	$ 6,710	$ 285,028
		Total Basic Services Labor Effort	$ 69,006	$ 2,470	$ 105,235	$ 6,376	$ 31,416	$ 809	$ 5,748	$ 1,976	$ 5,141	$ 6,660	$ 3,403	$ 687	$ 7,371	$ 2,405	$ 2,621	$ 485					

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Binding	Print Shop - Plotter - Other	Miles	Other	Total Exp Effort
		PROJECT MANAGEMENT										$ -
		Client Meetings/Kickoff Meeting (3)	72							500	3350	$ 4,608
		Updates to COL	12									$ 102
		Billing & Monthly BST Reports	6			100		25				$ 245
		Contract/Subcontract Management	8									$ 68
		QA/QC Reviews (60% & 95%)	24									$ 204
		Constructability Reviews	42									$ 357
		Cost Estimates	16									$ 136
		Internal Coordination Meetings	10									$ 85
		GENERATOR DESIGN										$ -
		Field Investigations/Site Visits to Pump Stations (2)	50							500	3500	$ 4,586
		60% Design Submittal	292		100		50	15				$ 2,704
		95% Design Submittal	262		100		50	15				$ 2,449
		100% Design Submittal	87		100		50	15				$ 961
		Coordination with LP&L	20									$ 170
		Specifications			5,000							$ 500
		Front End Specifications	35		1,000							$ 398
		Technical Specifications	65									$ 553
		Geotehncial Engineering										$ -
		Review of geotechnical studies	72							750		$ 1,079
												$ -
		ARC FLASH STUDIES FOR PUMP STATIONS										$ -
		Field Investigations/Gather Data	72							500	3800	$ 5,103
		Coordinate with LP&L/Xcel	20									$ 170
		Construct Models	85									$ 723
		Perform Arc Flash Analysis	55		300	50		3				$ 540
		Meetings to Review with City (2)	48									$ 408
		Finalize Studies	25		300	50		3				$ 285
		QA/QC	8									$ 68
												$ -
												$ -
		Total Basic Services Items	1,386	-	6,900	200	150	76	-	2,250	10,650	$ 26,502
		Total Basic Services Expenses Effort	$ 11,781	$ -	$ 690	$ 100	$ 375	$ 437	$ -	$ 1,398	$ 11,715	

Phase	Task	Subconsultants	White Drilling	GAI	[Name 3]	[Name 4]	Total Sub Effort
		White Drilling	4,300				$ 4,730
		Gorrondona (Lab Testing)		1,800			$ 1,980
							$ -
							$ -

Lubbock Ph 2 Pump Station Emergency Electric Generators
5/30/2013
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 285,028
Special	$ -
Total Project	$ 285,028

																					$ -
																					$ -
																					$ -
																					$ -
																					$ -
																					$ -
Total Basic Services Subconsultants Cost			$ 4,300	$ 1,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Basic Services Subconsultants Effort			$ 4,730	$ 1,980	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,710

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2013

Capital Project Number:	92279
Capital Project Name:	Pump Station Emergency Elec Generators

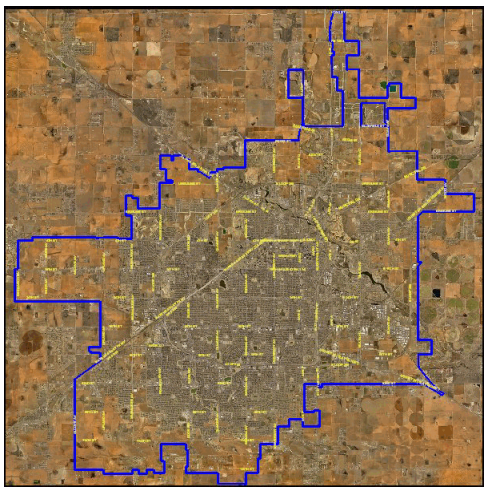
	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 3,864
Freese and Nichols, Inc.	113,934
Agenda Item August 8, 2013	
Freese and Nichols, Inc. Contract 10605 Amendment	285,028
Encumbered/Expended to Date	402,826
Estimated Costs for Remaining Appropriation	
Uncommitted	1,397,174
Remaining Appropriation	1,397,174
Total Appropriation To Date	$ 1,800,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and install permanent stationary emergency electric generators with automatic switchover capabilities at the water booster pump stations.

Project Justification

The generators will improve the reliability of the water pumping system during power outages due to severe weather and other emergencies.

Project History

$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,800,000	5,700,000	0	0	0	0	0	7,500,000
Total Project Appropriation	1,800,000	5,700,000	0	0	0	0	0	7,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2010 Water Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2012 Water Revenue CO's	300,000	0	0	0	0	0	0	300,000
FY 2014 Water Revenue CO's	0	5,700,000	0	0	0	0	0	5,700,000
Total Funding Sources	1,800,000	5,700,000	0	0	0	0	0	7,500,000

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11198 a Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. for the Canyon Lakes Sanitary Sewer Interceptor (CLSSI) rehabilitation project, RFQ 13-11198-MA.

Item Summary

CLSSI serves the northwest and northeast sewer sheds of Lubbock. It is comprised of approximately 43,000 feet of 24 inch and 30 inch vitrified clay, ductile iron and reinforced concrete gravity pipe and 80 brick manholes. The purpose of this project is to improve the reliability of the CLSSI to help eliminate overflows and infiltration problems along the sewer line. This gravity sewer pipeline has surpassed its design life and the physical condition of the interceptor is questionable. The 2009 City of Lubbock Wastewater System Master Plan identified the CLSSI to be rehabilitated.

This contract will provide for engineering and inspection services related to the CLSSI rehabilitation. The first phase of the project will focus on the assessment of the existing line and manholes. Future phases of the project are anticipated to include preliminary engineering, final design, and bidding/construction. Evaluation criteria published in the Request for Qualifications included:

1. Project Team Organization & Qualifications 40%
2. Experience on Similar Projects 20%
3. Project Approach 30%
4. Overall Responsiveness to the RFQ 10%

Statements of Qualifictions were received from eight engineering firms and were ranked as follows:

Lockwood, Andrews & Newnam Inc. of Austin, TX	430
Alan Plummer Associates of Fort Worth, TX	415
Kimley Horn and Associates of Lubbock, TX	407
Freese & Nichols of Fort Worth, TX	386
HDR Engineering, Inc. of Houston,TX	383
Black & Veatch Corporation of Dallas, TX	368
Parkhill Smith & Cooper, Inc. of Lubbock, TX	359
X8 Environmental, Inc. of Lubbock, TX	283

The four top-ranked firms were invited to Lubbock on April 25, 2013, for oral presentations. At the conclusion of the oral presentation, Lockwood, Andrews & Newnam, Inc. of Austin, Texas, was identified as the top candidate for providing professional engineering services for the CLSSI rehabilitation project.

Based on the committee's recommendation, contract negotiations were conducted with Lockwood, Andrews &

Newnam for fair and reasonable hourly rates at a not-to-exceed amount of $477,923.

Fiscal Impact

$1,500,000 is appropriated in Capital Improvement Project 92318, Canyon Lakes Sanitary Sewer Mains Rehabilitation, with $577,923 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Contract Canyon Lakes

Budget Detail - Canyon Lakes

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, Professional Services Contract related to the Condition Assessment of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project, by and between the City of Lubbock and Lockwood, Andrews & Newnam, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-LAN, Inc.
July 2, 2013

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2013 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Lockwood, Andrews & Newnam, Inc. ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to the Condition Assessment of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project (the "Activities"); and

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by CITY and ENGINEER to be a fair and reasonable price; and

WHEREAS, the CITY desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 210 days, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Manager, or her designee, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. ENGINEER shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Basic Services Tasks 1 through 8 based on hourly and unit rates, not to exceed $495,208, per Exhibit "B". Services for Tasks 9 include Optional Services and will not be performed without written authorization from the CITY, not to exceed $82,715. Total not to exceed for this Contract (Tasks 1 through 9) is $577,923.

ARTICLE III. TERMINATION

A. General. CITY may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the CITY shall only pay ENGINEER for services actually performed by ENGINEER up to the date ENGINEER is deemed to have received notice of termination as provided herein.

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

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

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by CITY pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold CITY harmless from all liability or loss caused to CITY or by to which CITY is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Basic Services for Condition Assessment of the Canyon Lakes Sanitary Sewer Interceptor, as defined in Exhibit "A," "Scope of Services". Optional Services included in the "Scope of Services" shall be included in this Contract but will only be performed if authorized in writing by City. Preliminary and final design, bidding assistance, and construction phase assistance will be performed in future phases of the project. A separate scope of work for those services will be submitted for review and approval by the CITY following the Condition Assessment Phase.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and CITY agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, ENGINEER and ENGINEER's employees and/or subconsultants, will not be considered, for any purpose, employees or agents of the CITY within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration 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: $1,000,000 Per Occurrence

ENGINEER shall further cause any approved subcontractor or subconsultant 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 or subconsultant.

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. The additional insured endorsement shall include Products and Completed Operations.

ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the

ENGINEER maintains said coverage. The ENGINEER may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

If at any time during the life of the Agreement or any extension hereof, ENGINEER fails to maintain the required insurance in full force and effect, ENGINEER shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that CITY approves the retaining of Subconsultants. ENGINEER is at all times responsible to CITY to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required to carry, for the protection and benefit of the CITY and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE X. CONFIDENTIALITY

ENGINEER shall retain all information received from or concerning the CITY and the CITY's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the CITY, unless otherwise required by law.

ARTICLE XI. INDEMNITY

Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Agreement, ENGINEER agrees to provide the indemnities set forth herein.

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, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS FOR WHICH THE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to CITY or CITY to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. Engineer 's Address. ENGINEER 's address and numbers for the purposes of notice are:
Lockwood, Andrews & Newnam, Inc.
Attn: Drew Hardin, P.E.
10801 N. MoPac Expressway
Building 1, Suite 120
Austin, Texas 78759
Telephone: (512) 338-4212
Facsimile: (512) 338-4942

C. City's Address. CITY's address and numbers for the purposes of notice are:
City of Lubbock
Attn: Zoltan Fekete, P.E.
P. O. Box 2000
Lubbock, Texas 79408
1625 13th Street
Lubbock, Texas 79401
Telephone: (806) 775 – 3317
Facsimile: (806) 775 - 3344

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

ARTICLE XIV. CITY-PROVIDED DATA

CITY shall furnish ENGINEER non-confidential studies, reports and other available data in the possession of the CITY pertinent to ENGINEER's Services, so long as CITY is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its corporate books and records to the CITY. The CITY may audit, at its expense and during normal business hours, ENGINEER 's books and records with respect to this Contract between ENGINEER and CITY.

C. Records. ENGINEER shall maintain records that are necessary to substantiate the services provided by ENGINEER.

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and ENGINEER, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

K. Documents Owned by CITY. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, shall become the property of the CITY when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files. The City acknowledges that such work product is exclusively for the project and shall not be used on extensions of this project or on any other project without the express written consent or adaptation by ENGINEER.

L. Notice of Waiver. 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.

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____

Glen C. Robertson, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith

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

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: Drew P. Hardin

Name: Drew P. Hardin, P.E.

Title: Vice President

Exhibit A
Scope of Services

This Exhibit A is part of the Agreement between Lockwood, Andrews & Newnam, Inc. (LAN) (the "Engineer") and the City of Lubbock (the "City") for a Project generally described as:

Canyon Lakes Sanitary Sewer Interceptor Rehabilitation

The purpose of this Agreement is as follows:

> The scope of work contained herein is for engineering and inspection services related to the Canyon Lakes Sanitary Sewer Main Improvements. The project consists of evaluating approximately 43,600 linear feet of 24/30-inch Sanitary Sewer Interceptor. The existing line is composed of concrete, ductile iron and clay pipe sections with 4-foot diameter manholes. The line generally extends from Loop 289 just west of Highway 84 (Clovis Highway) to the City's Southeast Water Reclamation Plant. This phase of the project will focus on the assessment of the existing line and manholes. Future phases of the project are anticipated to include preliminary engineering, final design, and bidding/construction.

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

BASIC ENGINEERING SERVICES

Task 1: System Inspection & Assessment

1. Data Collection. Review existing information, including existing record drawings, existing reports, overflow data, and other data made readily available by the City.
2. Manhole Inspection:
    a. Visit the site and provide an initial manhole accessibility determination (Assume 2 EITs for 4 days, each). Engineer shall compile a list of inaccessible manholes (buried, locked, private property, etc.) and will request assistance from the City on access, where necessary.
    b. Survey of x,y and z coordinates for rims of existing manholes – assumed 80 manholes (HugoReed).
    c. Top side manhole condition inspection with pole camera and measuring invert elevations – assumed 80 manholes on Canyon Lakes line (CleanServe).
    d. Manned entry manhole inspection, for representative sample of manholes (i.e. brick, precast, heavy corrosion, etc.) – assumed 12 manholes (CleanServe).
3. CCTV Inspection & Cleaning (Cleanserve)
    a. Mobilization / Demobilization of Vactor, CCTV Van, Pickup and Personnel.
    b. CCTV of Canyon Lakes Lines – assumed 43,600 linear feet.

c. Re-Mobilization / Demobilization of Vactor and Operator Only, if required.
d. Re-Setup of Vactor for areas that require cleaning to get CCTV access – assumed 13 locations.
e. Pipe cleaning – assumed 120 hours.
f. Disposal of debris at City of Lubbock landfill for cleaning – assumed 15 loads associated with 2 weeks of cleaning.
g. Travel expenses for four (4) crew members – assumed 25 days.

4. Determine areas where blockages exist. Appropriate cleaning techniques will be developed in conjunction with CleanServe. Engineer and City will jointly authorize cleaning to relieve blockages.
    a. Visual survey of flow level in manhole – assumed 150 hours for the manholes on Canyon Lakes line during night-time hours (CleanServe).
    b. Engineer support to determine areas requiring cleaning and coordination with City to authorize relief of blockages.
5. CCTV Review / Analysis:
    a. Technical field support of CCTV and cleaning - LAN to review video as its being taken to provide additional direction to CCTV crew. Simultaneously LAN will inspect representative manholes along the system. LAN will have a project engineer in the field for 5 days for the review and will have a graduate engineer (EIT) in the field for the remaining duration of CCTV activities, anticipated to be 20 days.
    b. Office review CCTV data provided under Item 3.b and will document conditions of existing pipe segments.
6. **Develop Technical Memorandum** and conduct workshop with City regarding existing conditions of the pipe segments and manholes. Submit five (5) copies of draft copy for review. City comments to be incorporated in Final Report.

Task 2: Blockage Analysis

7. Determine areas of blockage based on review of CCTV and discussions with field crews.
8. Perform cause analysis and review surrounding conditions of system at blockages. Analysis will revolve around types of materials found in the pipe, the slopes and dynamics of flow in the areas.
9. Determine options for limiting future blockages.
10. **Develop Technical Memorandum** on Blockage Analysis and submit five (5) copies for City review.

Task 3: Design Flow Projections

11. Obtain information on future NW WWTP anticipated flows.
12. Review WW Master Plan flow projections and historical flow and rainfall data from two existing meters to determine existing average daily dry weather flow and peak wet weather flows.
13. Develop future growth projections.
14. Compile flow projections for up to three (3) flow scenarios and recommend final design flows.
15. **Develop Technical Memorandum** on Flow Projections and submit four (4) copies for City review.

Task 4: Capacity Analysis

16. Update EXISTING SewerGEMS Model based on following information:
    a. Pipe size/roughness per CCTV results.
    b. Updated flow information based on revised flow projections
    c. Revised sewer network information obtained from survey and manhole inspection data.
17. Review City design criteria and document criteria to be used for system improvements.
18. Run updated Sewer GEMS model with alternative flow scenarios to identify capacity constraints and recommend pipe size to convey design flows for existing and ultimate conditions.
19. Develop **Technical Memorandum** on Capacity Analysis and submit five (5) copies for review.

Task 5: Preliminary Constraints Map

20. Perform Archaeological desktop review based on existing archeological investigations performed in the area and other data available (aci Consultants). City to provide existing reports.
21. Prepare Phase 1 Environmental Site Assessment (ESA) in accordance with ASTM E 1527-05 as well as All Appropriate Inquiry (T Baker Smith).
22. Identify other project constraints including structures, roads, park improvements, utilities (based on City GIS data), etc.
23. Develop **Technical Memorandum** including Constraints Map on Project Constraints.

Task 6: Prelim Rehabilitation Feasibility Analysis

24. Develop list and description of acceptable rehabilitation options.
25. Compile conditions and capacity results per pipe segment.
26. Develop matrix of options vs. pipe segment/manhole.
27. Identify preferred rehab techniques per segment/manhole.

28. Develop **Technical Memorandum** on Rehabilitation Feasibility Analysis and submit five (5) copies for City review.
29. Workshop Meeting with City to Discuss Rehabilitation Analysis.

Task 7: Condition Assessment Report

30. Compile technical memorandums from Tasks 1-6.
31. Develop recommendations for next steps.
32. Develop Draft Condition Assessment Report and submit five (5) copies for City review.
33. Develop Final Condition Assessment Report based on City comments and submit five (5) copies.

Task 8: Project Management & Coordination

34. Prepare Project Work Plan.
35. Kickoff Meeting with City.
36. Prepare bi-weekly status reports to City.
37. Internal coordination meetings
38. Meetings with City – assumed 2 in addition to kickoff meeting and planned workshops.
39. Project Status & Invoicing.

OPTIONAL SERVICES

Optional Services shall only be performed if authorized in writing by the City. These Services include:

Task 9: Optional Cleaning Service Considerations

40. Sonar profiling of existing lines – assumed 5,000 linear feet.
41. Sonar mobilization – only used if above Task 40 is authorized.
42. Water truck and driver to allow for more continuous cleaning – assumed 40 days.
43. Additional pipe cleaning – assumed 130 hours.
44. Additional disposal of debris at City of Lubbock landfill for cleaning – assumed 15 loads.
45. Engineering support if additional CCTV / Cleaning is required. Assumed 48 hours.

EXCLUSIONS

The following services are NOT included in this Scope of Work and will not be performed unless authorized in writing by City:

1. Flow and rainfall monitoring.
2. Infiltration / Inflow analysis

3. Preliminary Engineering including archeological inspection and testing, geotechnical borings, soil testing, route analysis, detailed design drawings, etc. These are anticipated to be authorized as a potential future phase.
4. Special blockage elimination techniques including excavation, sewer hog, bucket cleaning, etc.
5. Costs for City water shall be reimbursed directly by City and are not included herein.

SCHEDULE

LAN is prepared to complete the Condition Assessment Phase portion of the project discussed above in accordance with the attached schedule. The anticipated project duration is 210 calendar days.

Exhibit B

This Exhibit B is part of the Agreement, between Lockwood, Andrews & Newnam, Inc. (LAN) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

Canyon Lakes Sanitary Interceptor Rehabilitation

1. Budget Amount by Scope Item Task for Condition Assessment Phase:

BUDGET		
Task No.	**Task Name**	**Budget Amount**
Basic Services		
1	System Inspection & Assessment	$327,564
1.1	Review Existing Data	$7,306
1.2	Manhole Inspection	$46,122
1.3	CCTV Inspection & Cleaning	$185,258
1.4	Blockage Research / Cleaning	$9,196
1.5	CCTV Review / Analysis	$63,310
1.6	Tech Memo & Workshop	$16,373
2	Blockage Analysis	$13,696
3	Design Flow Projections	$19,922
4	Capacity Analysis	$18,996
5	Preliminary Constraints Map	$22,942
6	Preliminary Rehabilitation Feasibility Analysis	$36,250
7	Condition Assessment Report	$21,030
8	Project Management & Coordination	$34,807
TOTAL BASIC SERVICES (NOT TO EXCEED)		**$495,208**
Optional Services		
9	Optional Cleaning Service Considerations	$82,715
9.1	Sonar Profiling (5,000 LF)	$22,000
9.2	Sonar Mobilization	$4,840
9.3	Water Truck and Driver (40 Days)	$2,200
9.4	Additional Pipe Cleaning (130 Hours)	$35,750
9.5	Additional Disposal of Debris (15 loads)	$10,725
9.6	Additional Support for CCTV/Cleaning Operations	$7,200
TOTAL SERVICES (BASIC + OPTIONAL, NOT TO EXCEED)		**$577,923**

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 shall issue monthly invoices for all work performed under this Agreement. Invoices are due and payable within 30 days of approved receipt.

   C. In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

   D. If the City fails to make payment in full to Engineer for billings contested in good faith within 60 days of the amount due, Engineer may, after giving 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 City for delays or damages caused by the City because of such suspension of services.

3. **Direct Expenses (Reimbursable)**
   A. 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 tests and analyses; computer services; word processing services; telephone, printing, binding and reproduction changes; 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 Engineer. Engineer and subcontractor direct (reimbursable) expenses will be billed at a cost plus a 10 percent surcharge.

   B. Engineer will be paid on an hourly rate basis, as shown in Item No. 5. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent surcharge.

   C. The Engineer shall keep records on the basis of generally accepted accounting practices of cost and expenses and such records shall be available for inspection by Owner during normal business hours.

4. **Not to Exceed Compensation**
   A. The Engineer will perform the services described in Exhibit A at "Not to Exceed" total compensation amount of $577,923, unless the 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 above as long as the total "Not

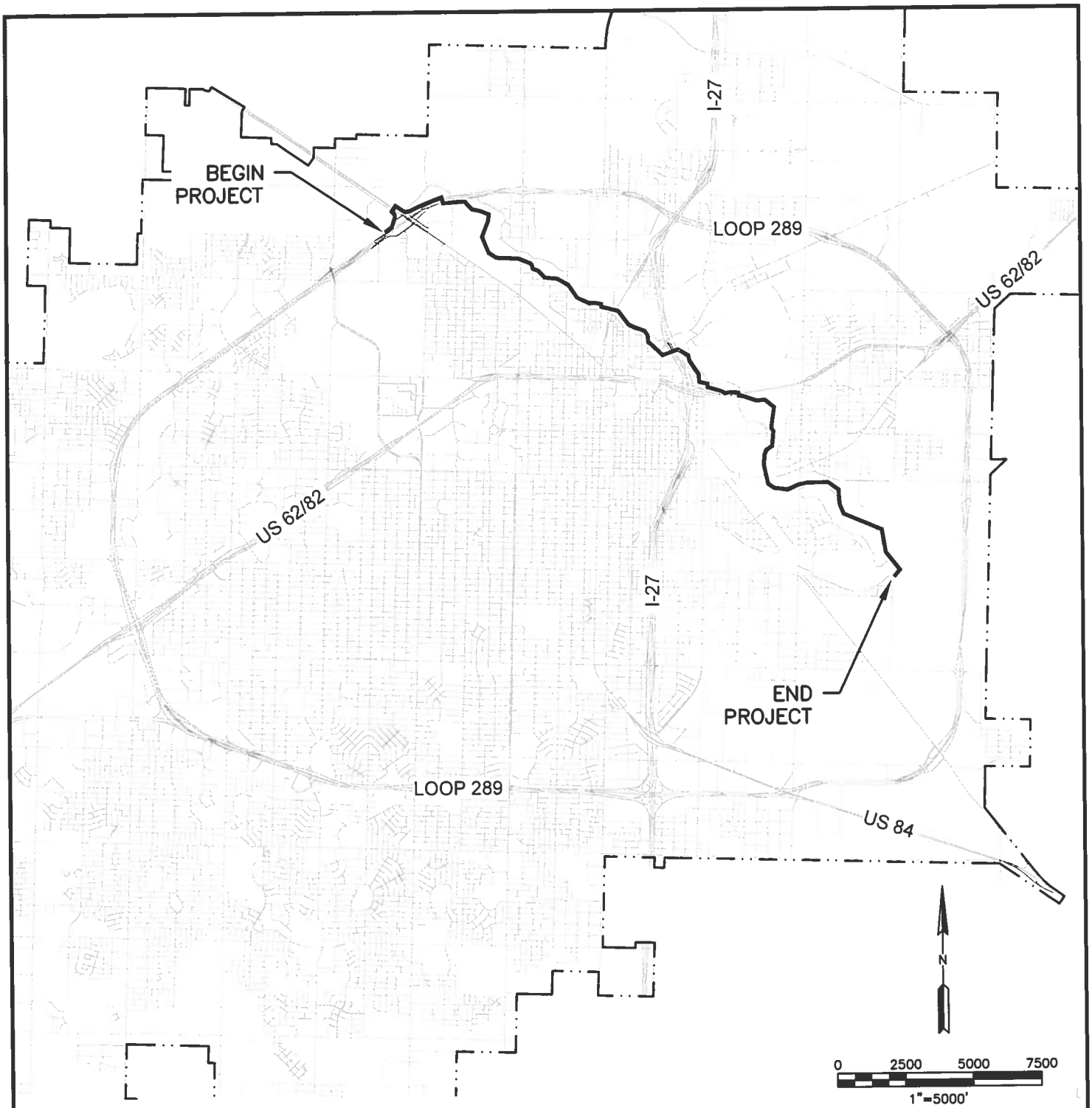
to Exceed" amounts are not surpassed. Budget can be transferred between tasks upon approval of City of Lubbock Owner's Representative.

5. Rate Schedule:

Hourly Labor		
Staff Description	**Staff Code**	**Billing Rate**
Principal / Technical Advisor	E8/E9	$275
Senior Project Manager	E7	$250
Senior Civil Engineer	E6	$182
Project Manager	E6	$160
Project Engineer	E4	$130
Graduate Engineer	E1-E3	$110
Senior Designer	C3-C4	$110
Senior Admin Staff	A4	$85
Admin Staff	A1-A3	$70
Intern	I1	$55
Field Services		
Staff Description	**Unit**	**Unit Rate [1]**
Manhole Survey	Each	$250
Top Side Manhole Inspection	Each	$100
Manned-Entry MH Inspection	Each	$350
Mobilization/Demobilization (Vactor, CCTV, Pickup & Personnel)	Each	$13,000
Mobilization/Demobilization – Sonar	Each	$4,400
Re-Mobilization/Demobilization (Vactor & Personnel)	Each	$1,700
Re-Setup Fee	Each	$250
CCTV Inspection	LF	$2.31
Sonar Inspection	LF	$4.00
Pipe Cleaning	Crew-Hour	$250
Water Truck & Driver	Day	$50
Disposal of Debris from Cleaning	Load (10 cy=25k lb)	$650
Subsistence (4 Crew Members)	Crew-Day	$400

[1] Not including 10% markup.

The above fee schedule shall remain in effect for the duration of the project.



LOCATION MAP

CANYON LAKES SANITARY SEWER MAIN

Lubbock, Texas

City of Lubbock
1625 13th Street
Lubbock, Texas 79401

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

Job No 16P-10629-000 JUNE 2013

LOCATION MAP

C:\projectwise\rrodriguez\dms98479\CanyonLakes.dwg

City of Lubbock, TX
Capital Project
August 8, 2013

Capital Project Number:	92318
Capital Project Name:	Canyon Lakes Sanitary Sewer Mains Rehabilitation

	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 2,176
Agenda Item August 8, 2013	
Lockwood, Andrews, and Newnam, Inc.	577,923
Encumbered/Expended To Date	580,099
Estimated Costs for Remaining Appropriation	
Uncommitted	919,901
Remaining Appropriation	919,901
Total Appropriation	$ 1,500,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Replacement of large diameter sanitary sewer mains located in the Canyon Lakes area that have reached their useful life as determined by the Sewer Collection System Master Plan.

Project Justification

The Canyon Lakes Sanitary Sewer System has surpassed its design life and needs to be rehabilitated or replaced. The line currently has issues with surcharge/over flows and infiltration which are both regulated by the TCEQ. The rehabilitation or replacement will greatly reduce the risk of having any further surcharge or infiltration within the Canyon Lakes Area.

Project History

The 2007 Sewer Collection System Master Plan identified large diameter sanitary sewer mains within the City of Lubbock that need rehabilitation due to age and capacity. The Canyon Lakes Sanitary Sewer Main was identified as one of the Mains that had outlived its design life.

$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	0	0	6,000,000	5,000,000	0	0	0	11,000,000
Design and Engineering	1,500,000	0	0	0	0	0	0	1,500,000
Total Project Appropriation	1,500,000	0	6,000,000	5,000,000	0	0	0	12,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2015 Wastewater Revenue CO's	0	0	6,000,000	0	0	0	0	6,000,000
FY 2016 Wastewater Revenue CO's	0	0	0	5,000,000	0	0	0	5,000,000
Total Funding Sources	1,500,000	0	6,000,000	5,000,000	0	0	0	12,500,000

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

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute change order 1 to contract 10284 with Utility Contractors of America, Inc., for the Northwest Lubbock Drainage Improvements Phase 1 Project.

Item Summary

The Northwest Lubbock Drainage Improvements Project, Phase 1 began construction in April 2012, after the City Council approved the contract in March 2012. The contractor, Utility Contractors of America, Inc., has been working on this contract and is currently ahead of the proposed contract construction schedule.

At the City's request, an additional 2,562 linear feet of trunk line pipe is being added to the construction work along the Texas Tech Parkway/Quaker Avenue corridor. This addition will extend the limits of the Phase 1 project and reduce the limits of the following Phase 2 project. This work is necessary at this time in order to better coordinate construction efforts with the Bailey County water line project and the ongoing Texas Department of Transportation construction at the intersection of Erskine Street and Quaker Avenue. The current contractor is well-qualified and has provided exemplary quality of service during the existing contract.

Additional water line replacement along Erskine Street will be necessary due to the nature and proximity of the construction efforts. Change order 1 adds an additional 200 calendar days to the contract schedule and increases the contract price from $30,899,371 to $35,979,889.

Fiscal Impact

$41,950,000 is appropriated in Capital Improvement Project 92174, Northwest Lubbock and Maxey Park Project, with $5,080,518 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Change Order 1 - UCA

CIP Spreadsheet

CIP Detail

Plan and Profile Sheets

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 10284 by and between the City of Lubbock and Utility Contractors of America, Inc. for Northwest Lubbock Drainage Improvements – Phase 1, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.ChgOrd#1 Contract-Utility Contractors
July 24, 2013

City of Lubbock
Purchasing and Contract Management
Change Order

Contract No: 10284 Contractor: Utility Contractors of America, Inc.

Change Order No. 1 Contract Title: Northwest Lubbock Drainage Improvements - Phase 1

BID/RFP No. 12-10284-MA Project Number: 92174

1. **"Change Order"** means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid.
Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project ***(attach additional pages if necessary)*****:**

At the City's request, an additional 2562 LF of trunk line pipe is being added to the construction work in order to better coordinate construction efforts with a water line project and ongoing TXDOT construction. Also, additional curb and gutter and water line replacements are necessary as part of the construction. This change order amends the contract length from 755 calendar days to 955 calendar days.

2. Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$ 30,899,371
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000* COST CENTER: 6511 ACCOUNT: 92174.9243.30000	$ 5,080,518
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	16.4 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$ 5,080,518
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% increase or decrease*	16.4 %
G.	NEW CONTRACT AMOUNT (A+E):	$ 35,979,889

3. It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department)*****:**

(1) CONTRACTOR	Date 7/23/13	(2) PROJECT ARCHITECT/ENGINEER	Date 7/23/13
Approved as to Content:		Approved as to Form:	
(3) OWNER'S REPRESENTATIVE	Date 7/24/13	(4) CITY ATTORNEY	Date 7/23/13
(5) CAPITAL PROJECTS MANAGER	Date 7/24/13	(6) PURCHASING AND CONTRACT MANAGER	Date 7/23/13

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

CITY OF LUBBOCK ATTEST:

(7) MAYOR	Date	(8) CITY SECRETARY	Date

Council Date: Agenda Item #: Resolution #:

PUR-45 (Rev 12/2012)

Proposal

From: Utility Contractors of America Inc.
5901 63rd St. Suite D
ty@ucatexas.com
Lubbock, TX 79424
Phone: (806) 792-1314
Fax: (806) 687-0826

Project: 988CO1A
Description: Northwest Lubbock Drainage Improvements - Change Order - Erskine to Approximately Quaker Storm Sewer
Bid Date:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01A SWPPP, including NOI and NOT	2,562.000	LF	2.00	$5,124.00
02A Traffic Control	2,562.000	LF	6.00	$15,372.00
03A 10' x 10' RC Box, Open Cut Installation	43.000	LF	1,760.00	$75,680.00
04A 10' x 10' to 8' x 7' RC Box Transition, Length 6'	1.000	EA	50,000.00	$50,000.00
05A 8' x 7' RC Box, Open Cut Installation	2,513.000	LF	1,725.00	$4,334,925.00
06A Trench Groundwater Dewatering	2,562.000	LF	0.50	$1,281.00
07A Trench Safety System	2,562.000	LF	73.00	$187,026.00
08A Storm Sewer Manhole, With Riser Branch Tees	1.000	EA	15,850.00	$15,850.00
09A Storm Sewer Manhole, No Riser Branch Tees	1.000	EA	13,500.00	$13,500.00
10A Crossing Water Line, Remove & Replace, 12" dia.	50.000	LF	228.00	$11,400.00
11A Parallel Utility Adjustment	1.000	EA	11,500.00	$11,500.00
12A Remove Concrete Curb and Gutter	180.000	LF	3.00	$540.00

Proposal

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
13A Concrete Curb and Gutter	180.000	LF	18.00	$3,240.00
14A Vegetation Restoration by Seeding	24,970.000	SY	4.00	$99,880.00
15A Moblization	1.000	ls	38,000.00	$38,000.00
16A R/R 14" SCRC w/14" DR-18 C-905	3,960.000	LF	40.00	$158,400.00
17A 12" x 6" TS,TV & Box	3.000	EA	2,500.00	$7,500.00
18A 12" x 8" TS,TV, & Box	2.000	EA	3,000.00	$6,000.00
19A 12-inch Gate Valve	1.000	EA	3,300.00	$3,300.00
20A 14-inch Gate Valve	2.000	EA	7,500.00	$15,000.00
21A Remove existing 14" valve vaults	2.000	EA	1,500.00	$3,000.00
22A 8 X 8' Vault for 14" valve (no Bottom)	2.000	EA	12,000.00	$24,000.00

TOTAL BID: **$5,080,518.00**

Signature: Ty Lane

Digitally signed by Ty Lane
DN: cn=Ty Lane, o=UCA Inc., ou=President, email=ty@ucatexas.com, c=US
Date: 2013.07.22 19:08:19 -05'00'

Ty Lane

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2013

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

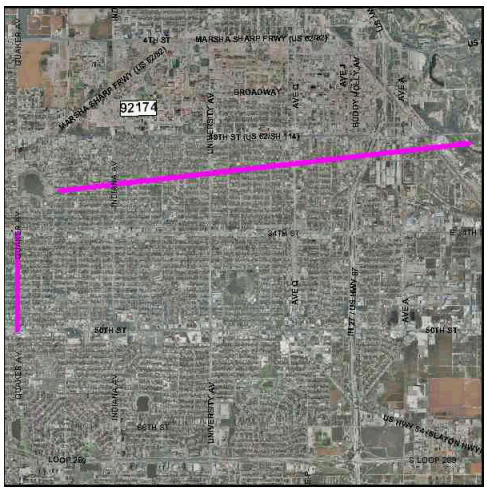
		Budget
Encumbered/Expended		
Parkhill Smith and Cooper Contract	$	2,999,975
Burlington Northern Santa Fe License Agreement		4,600
City of Lubbock Staff Time		12,651
Bid Cost		2,180
Other Construction Costs		2,375
Utility Contractors of America, Inc.		30,899,371
Parkhill, Smith, and Cooper Contract		2,399,640
Agenda Items August 8, 2013		
Utility Contractors of America, Inc. - CO No. 1		5,080,518
Encumbered/Expended to Date		41,401,310
Estimated Costs for Remaining Appropriation		
Storm Water Drainage Improvements		548,690
Remaining Appropriation		548,690
Total Appropriation To Date	$	41,950,000

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

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

Project Justification

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

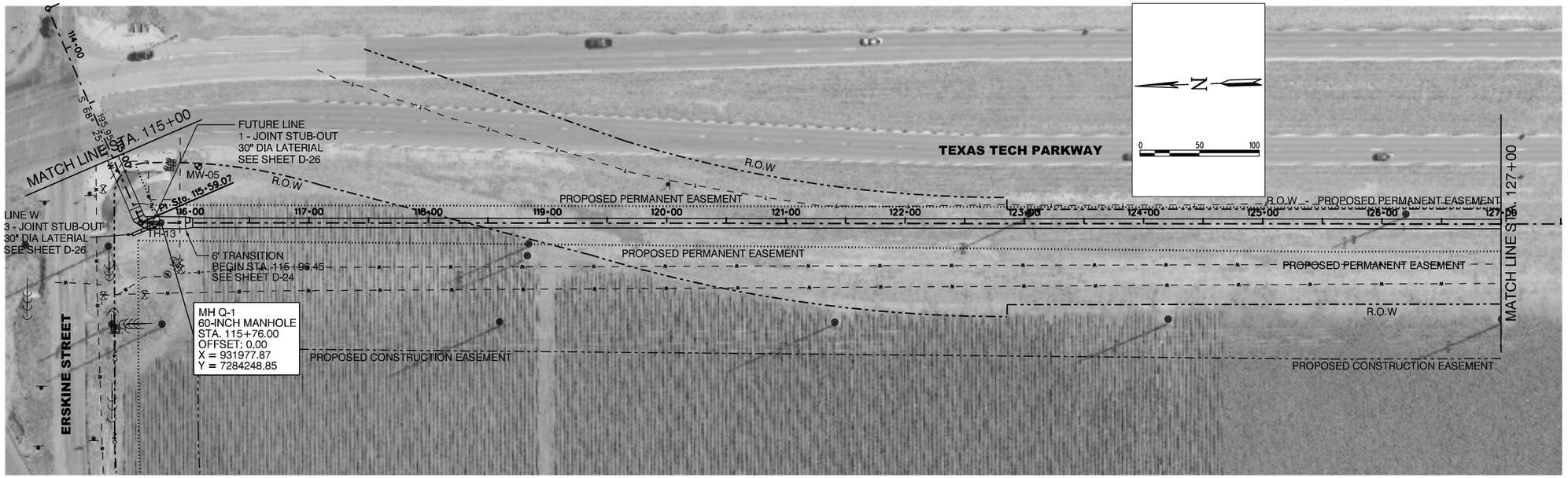
Project History

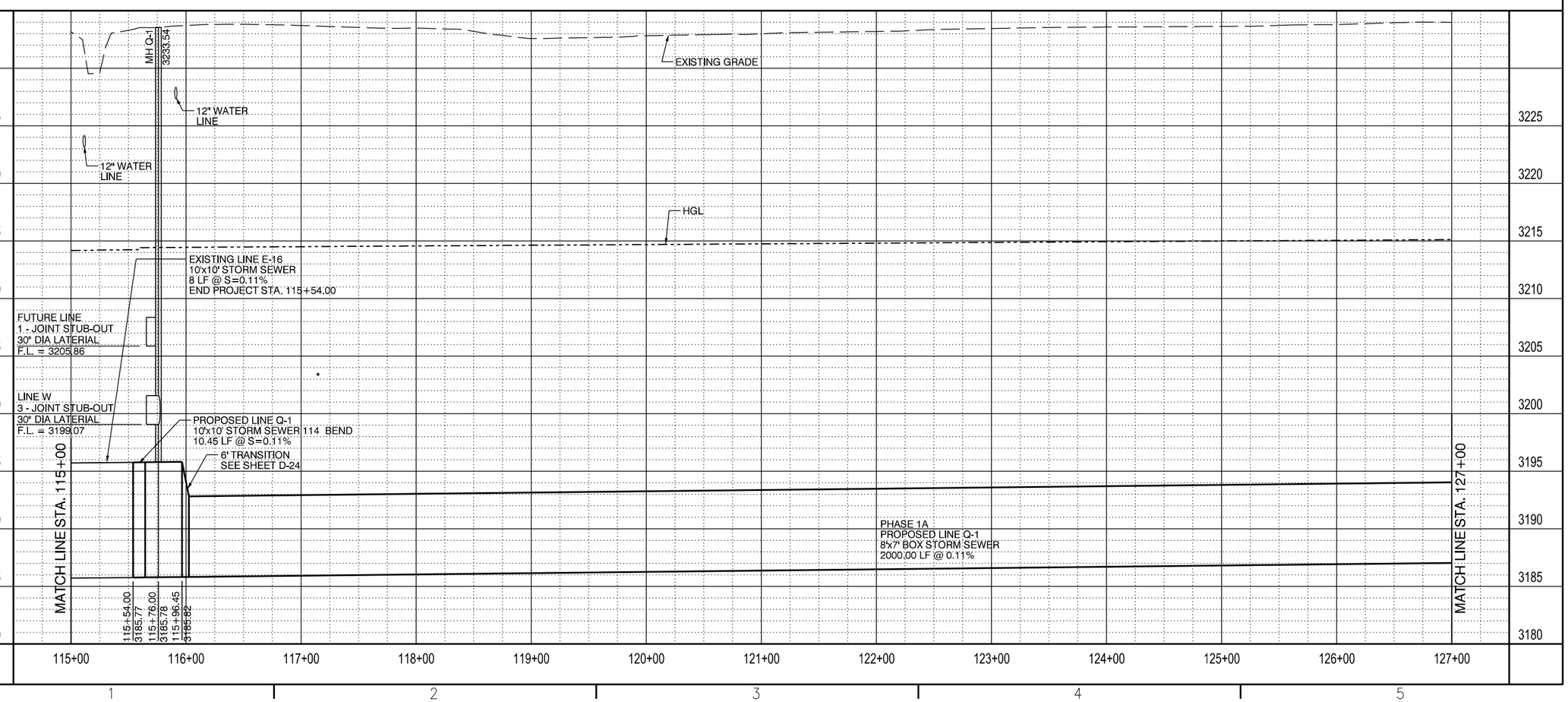
The areas have been historically flood prone, affecting residential and commercial structures. Numerous studies conducted since the early 1990s evaluated possibilities for reducing the flood risks in the areas. Results of the Maxey Park Feasibility Study were presented to the City Council in January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

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1.5 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$600,000 was appropriated in FY 2009-10 Budget Amendment No. 4, Ord. No. 2009-O105, November 19, 2009.
$33.35 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$5.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	38,850,000	21,000,000	0	9,000,000	0	0	0	68,850,000
Design and Engineering	3,100,000	0	0	0	0	0	0	3,100,000
Total Project Appropriation	41,950,000	21,000,000	0	9,000,000	0	0	0	71,950,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2007 Storm Water Revenue CO's	297,896	0	0	0	0	0	0	297,896
FY 2008 Storm Water Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2009 Storm Water Revenue CO's	872,225	0	0	0	0	0	0	872,225
FY 2010 Storm Water Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2012 Storm Water Revenue CO's	33,425,918	0	0	0	0	0	0	33,425,918
FY 2013 Storm Water Revenue CO's	5,253,961	0	0	0	0	0	0	5,253,961
FY 2014 Storm Water Revenue CO's	0	21,000,000	0	0	0	0	0	21,000,000
FY 2016 Storm Water Revenue CO's	0	0	0	9,000,000	0	0	0	9,000,000
Total Funding Sources	41,950,000	21,000,000	0	9,000,000	0	0	0	71,950,000





HUGO REED AND ASSOCIATES, INC.

PSC PARKHILL SMITH & COOPER

ROBERTO D. TORRES
94681
LICENSED PROFESSIONAL ENGINEER
PARKHILL SMITH & COOPER, INC. T-560

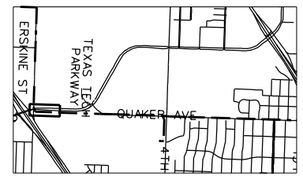
city of lubbock TEXAS

CITY OF LUBBOCK
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS

PHASE 1A

1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN



NO	DATE	DESCRIPTION
4	11-29-12	REVISED SHEETS P-02 & P-02 TO P-11
3	5-31-12	REVISED SHEET P-02 & P-03
2	11-23-11	BID SET
1	10-14-11	REVIEW SET

ISSUING OFFICE: LUBBOCK PROJECT NO: 2672.09

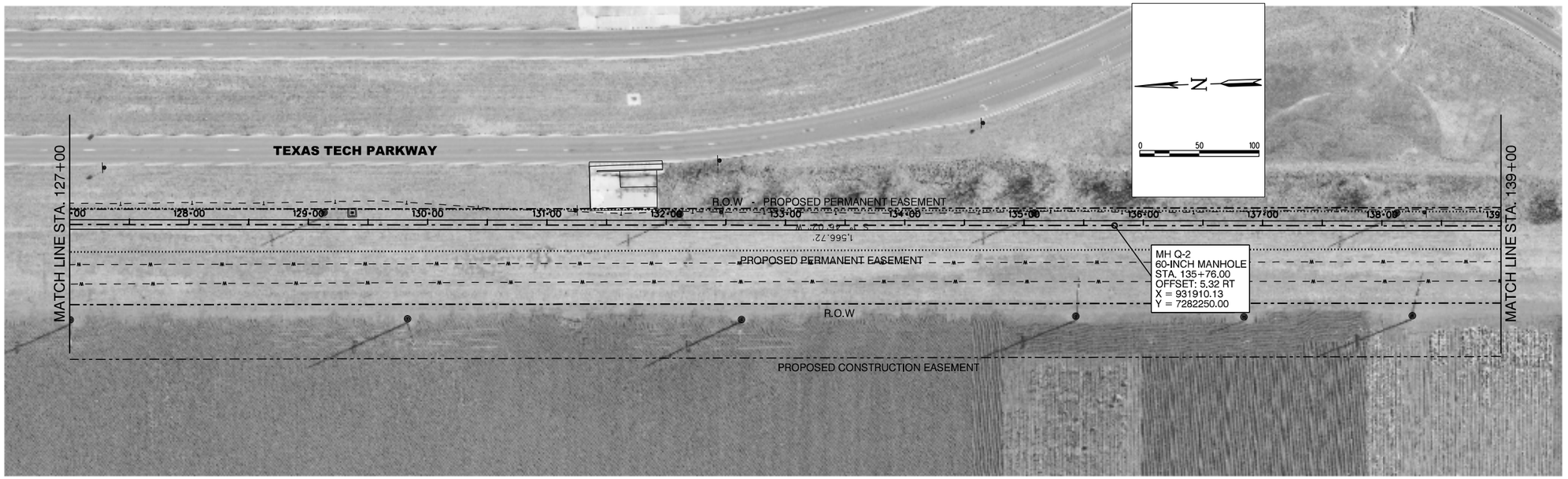
STORM SEWER PLAN & PROFILE SHEET

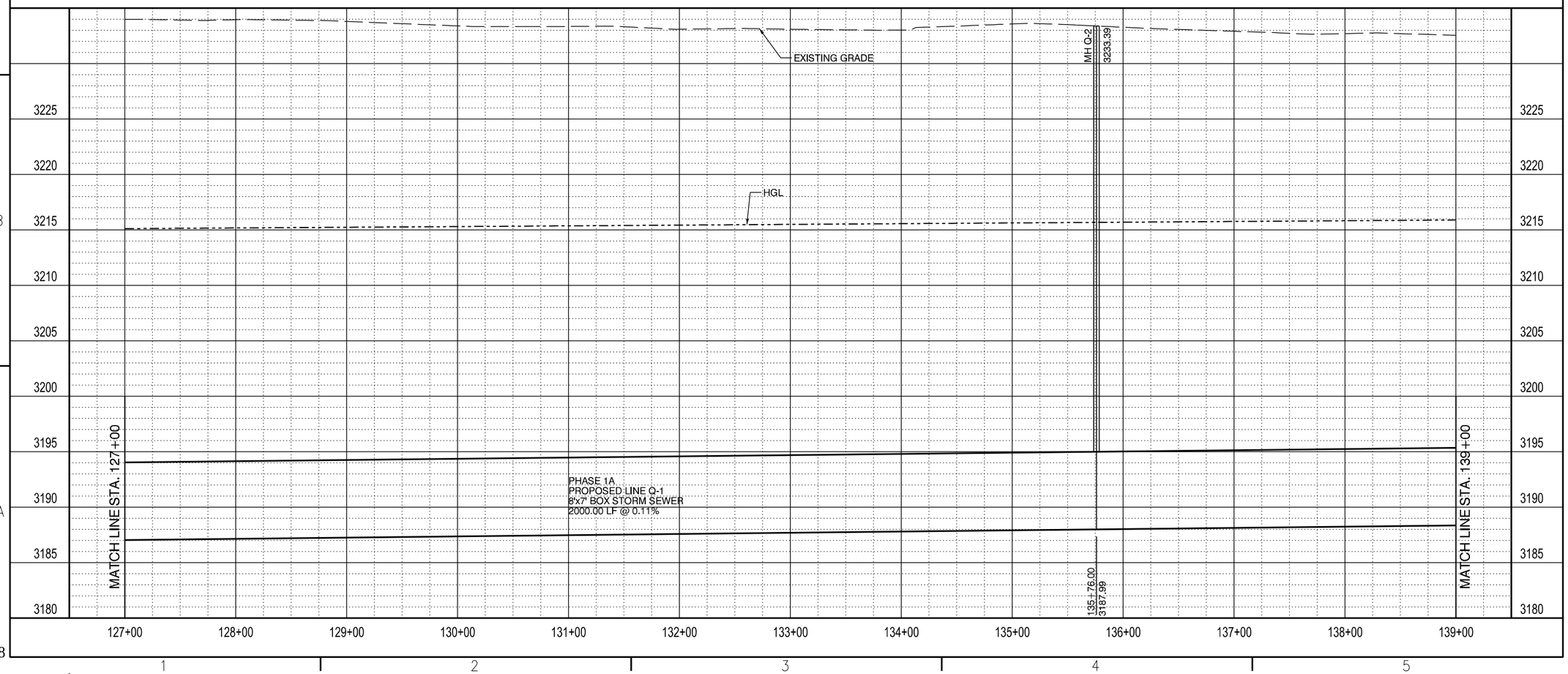
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HUGO REED AND ASSOCIATES, INC.

PSC

PARKHILL SMITH & COOPER

ROBERTO D. TORRES
94681
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
PARKHILL SMITH & COOPER, INC. F-560

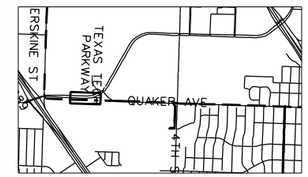
city of lubbock TEXAS

CITY OF LUBBOCK
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS

PHASE 1

1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN



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ISSUING OFFICE: LUBBOCK PROJECT NO: 2672.09

STORM SEWER PLAN & PROFILE SHEET

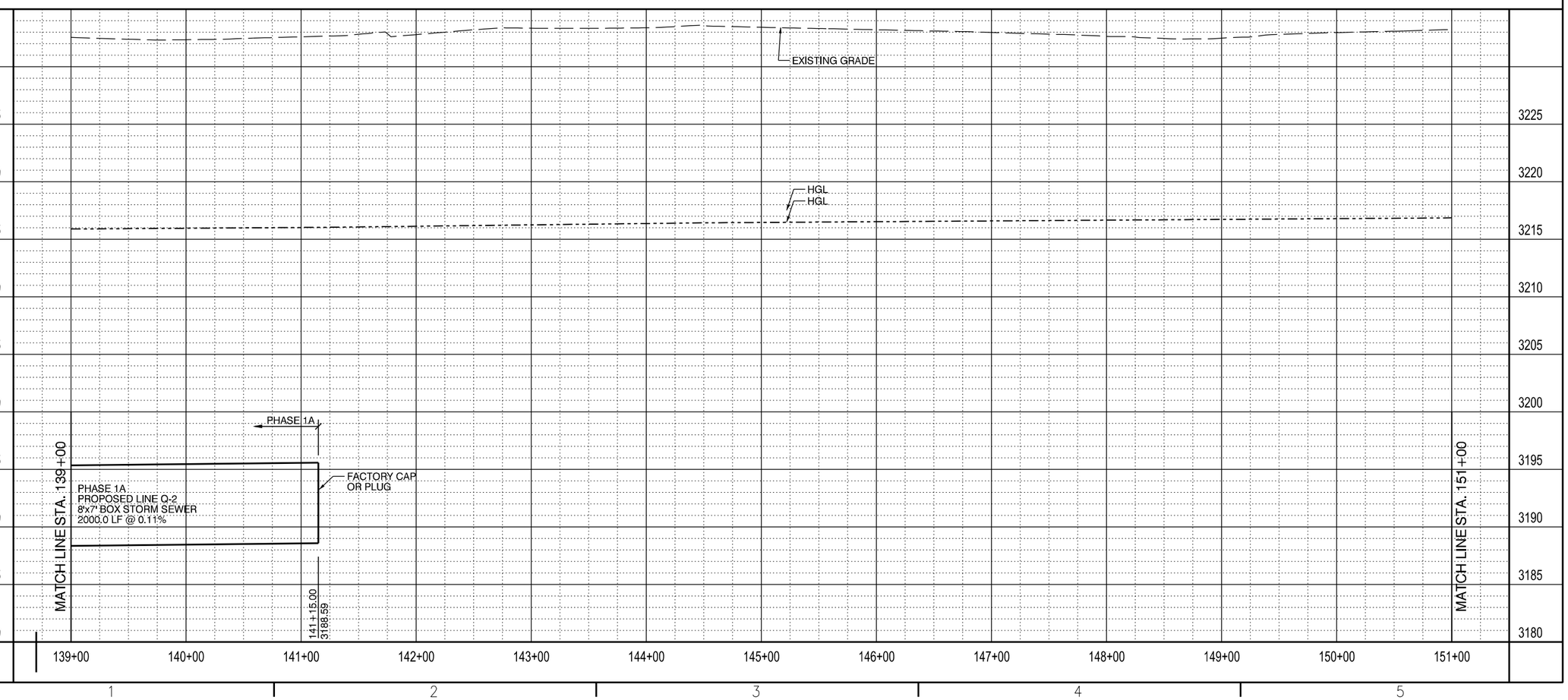
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HR HUGO REED AND ASSOCIATES, INC.

PSC

PARKHILL SMITH & COOPER

Roberto D. Torres
PARKHILL SMITH & COOPER, INC. T-560
STATE OF TEXAS
ROBERTO D. TORRES
94681
LICENSED PROFESSIONAL ENGINEER
07/23/2013

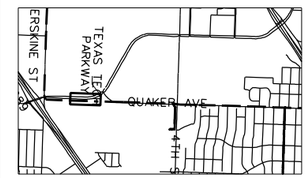
city of lubbock TEXAS

CITY OF LUBBOCK
NORTHWEST LUBBOCK DRAINAGE IMPROVEMENTS

PHASE 1

1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN



NO	DATE	DESCRIPTION
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3	5-31-12	REVISED SHEET P-02 & P-03
2	11-23-11	BID SET
1	10-14-11	REVIEW SET

ISSUING OFFICE: LUBBOCK PROJECT NO: 2672.09

STORM SEWER PLAN & PROFILE SHEET

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution – Public Works Street Department: Consider three resolutions authorizing the Mayor to execute contract 11461 with Commercial Concrete, contract 11372 with Allen Butler Construction, Inc., and contract 11460 with Highland Concrete for a concrete materials, ITB 13-11372-DG.

Item Summary

The contracts establish pricing for the purchase of concrete and related materials used by the Street Department for street maintenance and street repairs.

The Street Department uses many concrete products and supplies to fix and repair concrete streets, valley gutters, sidewalks, curb and gutter, and paved alleys. The repairs vary from small to total street reconstruction. These contracts will allow us to get products from multiple vendors, when our primary vendor is unable to produce the various concrete mixes due to production problems or mechanical failure. Awarding multiple contracts will ensure our ability to continue working and repairing our streets, without being shut down or delayed due to the lack of materials or supplies.

Bids were received from the following companies and a bid tabulation is provided.

Allen Butler Construction, Inc. of Ransom Canyon, TX	$371,125
Highland Concrete of Odessa, TX	425, 545
Commercial Concrete of Lubbock, TX	804,590

The contract is awarded by unit price for each item. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term is for one year with the option to renew two additional years.

Staff recommends contract award to Commercial Concrete of Lubbock, Texas, for $804,590 as the primary supplier for all items bid and to Allen Butler Construction, Inc. of Lubbock, Texas for $371,125 and Highland Concrete of Odessa, Texas for $425,545 as the secondary suppliers on items 1-14 and 17,18. Highland Concrete has a plant in Lubbock.

The minimum yards for delivery load for all three contractors is four yards. Additional charges for location change and demurrage charges are also part of the contracts.

Fiscal Impact

Funding is available in the Adopted 2012-13 Street Department Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Commercial Concrete

Resolution & Contract - Allen Butler

Resolution & Contract - Highland Concrete

Tab Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11461 for concrete materials, by and between the City of Lubbock and Commercial Concrete, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Commercial Concrete
July 24, 2013

CONTRACT NO. 11461

City of Lubbock, TX
Contract for Concrete Materials

THIS CONTRACT made and entered into this **8th day** of **August, 2013**, by and between the City of Lubbock ("City"), and Commercial Concrete. ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Concrete Materials and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said concrete materials.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, primary Contractor will deliver to the City, concrete materials and more specifically referred to as items one through twenty two on the bid form submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or

hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	1,000,000
Automotive Liability Combined Single Limit Any Auto	1,000,000
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11372-DG, Bid Form and General Conditions.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR

BY Ronnie Zahn
Authorized Representative

Ronnie Zahn
Print Name

2608 MLK
Address

Lubbock TX 79404
City, State, Zip Code

REVISED

REVISED

Concrete Materials Annual Pricing
City of Lubbock, Texas
ITB No. 13-11372-DG

In compliance with the **Invitation to Bid 13-11372-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11372-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	200	LF Each	½" x 4 ½" Expansion Joint Material	$ .50	$ 100.00	as needed
2.	200	LF Each	½" x 3 ½" Expansion Joint Material	.50	100.00	"
3.	250	LF Each	½" x 5 ½" Expansion Joint Material	.60	150.00	"
4.	100	LF Each	30" Curb and Gutter Expansion Joint Material	$6.50	650.00	"
5.	200	LF Each	24" Curb and Gutter Expansion Joint Material	5.95	1,190.00	"
6.	300	CY	Class A Concrete (3,000 psi/28 day)	84.00	25,200.00	"
7.	500	CY	Class A Concrete with Fiber Reinforcement	89.00	44,500.00	"
8.	400	CY	Class B Concrete (3,000 psi/7 day)	91.00	36,400.00	"
9.	700	CY	Class B Concrete with Fiber Reinforcement	95.50	66,850.00	"
10.	200	CY	Class C Concrete (3,600 psi/28 day)	95.00	19,000.00	"
11.	200	CY	Class C Concrete with Fiber Reinforcement	100.00	20,000.00	"
12.	200	CY	Class E Concrete (3,000 psi/24 hrs)	105.00	21,000.00	"
13.	200	CY	Class E Concrete with Fiber Reinforcement	110.00	22,000.00	"
14.	1,500	CY	Ground Stabilizer (2 stack) (no flyash)	56.50	84,750.00	"
15.	1,500	CY	Type I-II or a Type I-II Blend Bulk Cement	230.00	345,000.00	"
16.	500	Tons	Type I-II or a Type I-II blend Bulk Cement	230.00	115,000.00	"
17.	300	CY	H.E. 1% added to concrete (per Manufacturer's recommendation)	3.00	900.00	"
18.	300	CY	H.E. 2% added to concrete (per Manufacturer's recommendation)	6.00	1,800.00	"
19.				**Total (Items 1-18)**	$ 804,590.00	

REVISED

20.	Minimum yards for a delivery load?	(Yes) or No	How many yards? 4
21.	Is there an additional charge for a location a change? Location change being that the driver has to get out and clean and lift chute in order to move truck to a new location that was not previously agreed to in the initial order of material.	(Yes) or No	$ 50.00
22.	Is there an additional Demurrage charge after the first hour on location?	(Yes) or No	**$** 50.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.
The City of Lubbock is seeking a contract for Concrete Materials Annual Pricing with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net — calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO X

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

be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Commercial Concrete a corporation organized under the laws of the State of Texas, ~~or a partnership consisting of~~ _____ or ~~individual~~ trading as _____ of the City of _____

Firm: Commercial Concrete

Address: 6608 MLK Blvd

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 07.03.2013
Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Ronnie Zahn Date: 7-16-13
Authorized Representative - must sign by hand

Officer Name and Title: Ronnie Zahn President
Please Print

Business Telephone Number 806-748-1877 FAX: 806-748-6060

E-mail Address: zahnpaving@pgrb.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*: _____ Date P.O./Contract Issued: _____

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

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

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. 11372 for concrete materials, by and between the City of Lubbock and Allen Butler Construction, Inc., of Ransom Canyon, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Allen Butler
July 24, 2013

CONTRACT NO. 11372

City of Lubbock, TX
Contract for Concrete Materials

THIS CONTRACT made and entered into this **8th day** of **August, 2013**, by and between the City of Lubbock ("City"), and Allen Butler Construction, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Concrete Materials and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said concrete materials.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, secondary Contractor will deliver to the City, concrete materials and more specifically referred to as items one through fourteen and seventeen through twenty two on the bid form submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or

hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	1,000,000
Automotive Liability Combined Single Limit Any Auto	1,000,000
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11372-DG, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Allen Butler
Authorized Representative

Allen Butler
Print Name

94 Shadowhaven Drive
Address

Lawson Canyon, TX 79366
City, State, Zip Code

Concrete Materials Annual Pricing
City of Lubbock, Texas
ITB No. 13-11372-DG

In compliance with the **Invitation to Bid 13-11372-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11372-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	200	LF	½" x 4 ½" Expansion Joint Material	$ 1.50	$ 300.00	1
2.	200	LF	½" x 3 ½" Expansion Joint Material	$ 1.50	$ 300.00	1
3.	250	LF	½" x 5 ½" Expansion Joint Material	$ 1.50	$ 375.00	1
4.	100	LF	30" Curb and Gutter Expansion Joint Material	$ 10.00	$ 1000.00	1
5.	200	LF	24" Curb and Gutter Expansion Joint Material	$ 7.00	$ 1,400.00	1
6.	300	CY	Class A Concrete (3,000 psi/28 day)	$ 86.50	$ 25,950.00	1
7.	500	CY	Class A Concrete with Fiber Reinforcement	$ 92.50	$ 46,250.00	1
8.	400	CY	Class B Concrete (3,000 psi/7 day)	$ 93.50	$ 37,400.00	1
9.	700	CY	Class B Concrete with Fiber Reinforcement	$ 99.50	$ 69,650.00	1
10.	200	CY	Class C Concrete (3,600 psi/28 day)	$ 102.00	$ 20,400.00	1
11.	200	CY	Class C Concrete with Fiber Reinforcement	$ 108.00	$ 21,600.00	1
12.	200	CY	Class E Concrete (3,000 psi/24 hrs)	$ 110.50	$ 22,100.00	1
13.	200	CY	Class E Concrete with Fiber Reinforcement	$ 116.50	$ 23,300.00	1
14.	1,500	CY	Ground Stabilizer (2 stack) (no flyash)	$ 65.00	$ 97,500.00	1
15.	1,500	CY	Type I-II or a Type I-II Blend Bulk Cement	—	—	—
16.	500	Tons	Type I-II or a Type I-II blend Bulk Cement	—	—	—
17.	300	CY	H.E. 1% added to concrete (per Manufacturer's recommendation)	$ 4.00	$ 1,200.00	1
18.	300	CY	H.E. 2% added to concrete (per Manufacturer's recommendation)	$ 8.00	$ 2,400.00	1
19.				**Total (Items 1-18)**	$ 371,625.00	

20.	Minimum yards for a delivery load?	(Yes) or No	How many yards? 4
21.	Is there an additional charge for a location a change? Location change being that the driver has to get out and clean and lift chute in order to move truck to a new location that was not previously agreed to in the initial order of material.	(Yes) or No	$ 31 75.00 per hr
22.	Is there an additional Demurrage charge after the first hour on location?	(Yes) or No	$ 31 75.00 per hr

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.
The City of Lubbock is seeking a contract for Concrete Materials Annual Pricing with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

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

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

YES ✓ NO _____

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

be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Allen Butler Const., Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Allen Butler Const., Inc

Address: 24 S Lakeshore Drive

City: Ransom Canyon State: Tx Zip 79366

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7-3-13
Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By _____ Date: 7-16-13
Authorized Representative - must sign by hand

Officer Name and Title: Allen Butler. President
Please Print

Business Telephone Number 806. 745-7498 FAX: 806. 745-7577

E-mail Address: rgilmore@allenbutler.net

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ Date P.O./Contract Issued:_____

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

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

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. 11460 for concrete materials, by and between the City of Lubbock and Highland Concrete, of Odessa, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Highland Concrete
July 24, 2013

CONTRACT NO. 11460

City of Lubbock, TX
Contract for Concrete Materials

THIS CONTRACT made and entered into this **8th day** of **August, 2013**, by and between the City of Lubbock ("City"), and Highland Concrete. ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Concrete Materials and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said concrete materials.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, secondary Contractor will deliver to the City, concrete materials and more specifically referred to as items one through fourteen and seventeen through twenty two on the bid form submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or

hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	1,000,000
Automotive Liability Combined Single Limit Any Auto	1,000,000
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11372-DG, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Matt Arnold
Print Name

401 N. Ave K
Address

Lubbock, TX 79403
City, State, Zip Code

Concrete Materials Annual Pricing
City of Lubbock, Texas
ITB No. 13-11372-DG

In compliance with the **Invitation to Bid 13-11372-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11372-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	200	LF	½" x 4 ½" Expansion Joint Material	$ 0.60	$ 120.00	1
2.	200	LF	½" x 3 ½" Expansion Joint Material	0.50	100.00	1
3.	250	LF	½" x 5 ½" Expansion Joint Material	0.70	175.00	1
4.	100	~~LF~~ each	30" Curb and Gutter Expansion Joint Material	5.00	500.00	1
5.	200	~~LF~~ each	24" Curb and Gutter Expansion Joint Material	4.50	900.00	1
6.	300	CY	Class A Concrete (3,000 psi/28 day)	92.50	27,750.00	1
7.	500	CY	Class A Concrete with Fiber Reinforcement	98.50	49,250.00	1
8.	400	CY	Class B Concrete (3,000 psi/7 day)	99.00	39,600.00	1
9.	700	CY	Class B Concrete with Fiber Reinforcement	105.00	73,500.00	1
10.	200	CY	Class C Concrete (3,600 psi/28 day)	97.50	19,500.00	1
11.	200	CY	Class C Concrete with Fiber Reinforcement	103.50	20,700.00	1
12.	200	CY	Class E Concrete (3,000 psi/24 hrs)	160.00	32,000.00	1
13.	200	CY	Class E Concrete with Fiber Reinforcement	166.00	33,200.00	1
14.	1,500	CY	Ground Stabilizer (2 stack) (no flyash)	81.00	121,500.00	1
15.	1,500	CY	Type I-II or a Type I-II Blend Bulk Cement	—	—	
16.	500	Tons	Type I-II or a Type I-II blend Bulk Cement	—	—	
17.	300	CY	H.E. 1% added to concrete (per Manufacturer's recommendation)	7.50	2,250.00	1
18.	300	CY	H.E. 2% added to concrete (per Manufacturer's recommendation)	15.00	4,500.00	1
19.				**Total (Items 1-18)**	$ 425,545.00	

20.	Minimum yards for a delivery load?	(Yes) or No	How many yards? 4
21.	Is there an additional charge for a location a change? Location change being that the driver has to get out and clean and lift chute in order to move truck to a new location that was not previously agreed to in the initial order of material.	(Yes) or No	$ 50.00
22.	Is there an additional Demurrage charge after the first hour on location?	(Yes) or No	**$** 175.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.
The City of Lubbock is seeking a contract for Concrete Materials Annual Pricing with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

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

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

YES__X__ NO _____

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

be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Highland Concrete a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Highland Concrete

Address: PO Box 13913 Odessa, TX 79768

City: Odessa State: TX Zip 79768

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By Matt Arnold Date: 7/15/13
Authorized Representative - must sign by hand

Officer Name and Title: Matt Arnold Operations Manager
Please Print

Business Telephone Number 806-749-2223 FAX: 806-749-2225

E-mail Address: Marnold@highland-Concrete.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ Date P.O./Contract Issued:_____

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

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

City of Lubbock, TX
Street Department
Bid Tabulation
August 8, 2013

ITB 13-11372-DG
Concrete Materials

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	200	LF	½ x 4 ½ Expansion Joint Material			
			Commercial Concrete	Lubbock,TX	1	$ 100
			Highland Concrete	Odessa, TX	1	120
			Allen Butler Construction, Inc.	Ransom Canyon,TX	2	300
2	200	LF	½ x 3 ½ Expansion Joint Material			
			Highland Concrete	Odessa, TX	1	100
			Commercial Concrete	Lubbock,TX	1	100
			Allen Butler Construction, Inc.	Ransom Canyon,TX	2	300
3	250	LF	½ x 5 ½ Expansion Joint Material			
			Commercial Concrete	Lubbock,TX	1	150
			Highland Concrete	Odessa, TX	1	175
			Allen Butler Construction, Inc.	Ransom Canyon,TX	2	375
4	100	LF	30” Curb & Gutter Expansion Joint Material			
			Highland Concrete	Odessa, TX	5	500
			Commercial Concrete	Lubbock,TX	7	650
			Allen Butler Construction, Inc.	Ransom Canyon,TX	10	1,000
5	200	LF	24” Curb & Gutter Expansion Joint Material			
			Highland Concrete	Odessa, TX	5	900
			Commercial Concrete	Lubbock,TX	6	1,190
			Allen Butler Construction, Inc.	Ransom Canyon,TX	7	1,400
6	300	CY	Class A Concrete (3,000 psi/28 day)			
			Commercial Concrete	Lubbock,TX	84	25,200
			Allen Butler Construction, Inc.	Ransom Canyon,TX	87	25,950
			Highland Concrete	Odessa, TX	93	27,750
7	500	CY	Class A Concrete with Fiber Reinforcement			
			Commercial Concrete	Lubbock,TX	89	44,500
			Allen Butler Construction, Inc.	Ransom Canyon,TX	93	46,250
			Highland Concrete	Odessa, TX	99	49,250
8	400	CY	Class B Concrete (3,000 psi/7day)			
			Commercial Concrete	Lubbock,TX	91	36,400
			Allen Butler Construction, Inc.	Ransom Canyon,TX	94	37,400
			Highland Concrete	Odessa, TX	99	39,600
9	700	CY	Class B Concrete with Fiber Reinforcement			
			Commercial Concrete	Lubbock,TX	96	66,850
			Allen Butler Construction, Inc.	Ransom Canyon,TX	100	69,650
			Highland Concrete	Odessa, TX	105	73,500

City of Lubbock, TX
Street Department
Bid Tabulation
August 8, 2013

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
10	200	CY	Class C Concrete (3,600 psi/28 day)			
			Commercial Concrete	Lubbock,TX	95	19,000
			Highland Concrete	Odessa, TX	98	19,500
			Allen Butler Construction, Inc.	Ransom Canyon,TX	102	20,400
11	200	CY	Class C Concrete with Fiber Reinforcement			
			Commercial Concrete	Lubbock,TX	100	20,000
			Highland Concrete	Odessa, TX	104	20,700
			Allen Butler Construction, Inc.	Ransom Canyon,TX	108	21,600
12	200	CY	Class E Concrete (3,000 psi/24 Hours)			
			Commercial Concrete	Lubbock,TX	105	21,000
			Allen Butler Construction, Inc.	Ransom Canyon,TX	111	22,100
			Highland Concrete	Odessa, TX	160	32,000
13	200	CY	Class E Concrete with Fiber Reinforcement			
			Commercial Concrete	Lubbock,TX	110	22,000
			Allen Butler Construction, Inc.	Ransom Canyon,TX	117	23,300
			Highland Concrete	Odessa, TX	166	33,200
14	1,500	CY	Ground Stabilizer (2 Stack)(No Flyash)			
			Commercial Concrete	Lubbock,TX	57	84,750
			Allen Butler Construction	Ransom Canyon,TX	65	97,500
			Highland Concrete	Odessa, TX	81	121,500
15	1,500	CY	Type I-II or a Type I-II Blend Bulk Cement			
			Commercial Concrete	Lubbock,TX	230	345,000
16	500	Tons	Type I-II or a Type I-II Blend Bulk Cement			
			Commercial Concrete	Lubbock,TX	230	115,000
17	300	CY	H.E. 1% Added to Concrete			
			Commercial Concrete	Lubbock,TX	3	900
			Allen Butler Construction, Inc.	Ransom Canyon,TX	4	1,200
			Highland Concrete	Odessa, TX	8	2,250
18	300	CY	H.E. 2% Added to Concrete			
			Commercial Concrete	Lubbock,TX	6	1,800
			Allen Butler Construction, Inc.	Ransom Canyon,TX	8	2,400
			Highland Concrete	Odessa, TX	15	4,500
			Items by Item 1-18			
			Allen Butler Construction, Inc.	Ransom Canyon,TX		$ 371,125
			Highland Concrete	Odessa, TX		425,545
			Commercial Concrete	Lubbock,TX		804,590

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

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Public Works Wastewater Utility: Consider a resolution authorizing the Mayor to execute a purchase order contract with BWI Dallas/Ft. Worth for beardless triticale seed, ITB 13-11389-CP.

Item Summary

The City's Texas Commission on Environmental Quality (TCEQ) wastewater permit requires forage crops be grown on the municipal land application sites. These crops or grasses accommodate nitrogen uptake from the effluent water from the City of Lubbock's wastewater treatment plant applied to the Lubbock Land Application Sites. Nitrogen uptake is critical in reducing the amount of nitrogen leaching into the groundwater and aids in the remediation of the nitrogen groundwater contamination under the Lubbock Land Application Site.

The purchase order contract is for beardless triticale seed to be planted and harvested this spring. Approximately 200,000 pounds of seed will be required for planting this year. Cost for this seed is considerably higher than in previous years due to the severe drought the region has suffered and its impact on the availability of seed.

Bids were received from the following companies:

BWI Dallas/Ft. Worth of Carrollton, TX	$71,000
Curtis & Curtis Seed of Clovis, NM	$76,000

A bid tabulation is provided.

Staff recommends contract award to lowest bidder, BWI Dallas/Ft. Worth of Carrollton, Texas, for $71,000.

Fiscal Impact

Funding is appropriated in the Adopted FY 2012-2013 Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & PO - Beardless Triticale

Tab Sheet- Land Application

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 23102237 for the purchase of Beardless Triticale Seed as per ITB 13-11389-CP, by and between the City of Lubbock and BWI Dallas/Ft. Worth of Carrollton, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.BWI Dallas/Ft. Worth-PurchaseOrd
July 22, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 07/22/2013
Order Number 23102237 000 OP
Branch/Plant 6415

TO:
BWI DALLAS / FT. WORTH
1418 UPFIELD DR
CARROLLTON Texas 75006

SHIP TO:
CITY OF LUBBOCK
LAND APPLICATION SITE
4602 ECR 6700
1/2 MILE EAST OF LOOP 289 ON 19TH STR
LUBBOCK Texas 79403

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/18/2013 Freight
Requested 08/15/2013 Taken By C PEREZ
Delivery MITCHELL_S PER REQ 41887 ITB 13-11389-CP

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Beardless Triticale Seed	200,000.000	.3550	LB	71,000.00	08/15/2013

Total Order

Terms NET DUE ON RECEIPT 71,000.00

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $500,000 General Aggregate. Automotive Liability- Combined Single limit for Any Auto – $500,000	Worker's Compensation Amounts- $500,000 or Employer's Liability and/or Occupational Medical and Disabilities. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non contributory basis with a Waiver of subrogation in favor of the City of Lubbock on all coverages. To include products of completed operations endorsements.	

This purchase order encumbers funds in the amount of $ 71,000 awarded to BWI Dallas/FT. Worth of Carrollton, Texas, on August 8, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11389-CP Price dated July 15, 2013 from, BWI Dallas/FT. Worth of Carrollton, Texas, Resolution#_____.

CITY OF LUBBOCK **ATTEST:**

_____ _____

Glen C. Robertson, Mayor **Rebecca Garza, City Secretary**

BID FORM
Beardless Triticale Seed
City of Lubbock, TX
ITB No. 13-11389-CP

In compliance with the **Invitation to Bid 13-11389-CP**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11389-CP** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	200,000	LBS.	Beardless Triticale Seed in 2,500 lbs bulk bags (+/-) Per attached specifications.	$ .35.5/lb	$ 71,000.00	30
PACKAGED IN 2000 lb bulk bags				**Total Cost**	$ 71,000.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid on an all-or-none basis.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO ✓

- If you (the bidder) checked YES, the following will apply:

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

THIS BID IS SUBMITTED BY BWI DALLAS/FT.WORTH a corporation organized under the laws of the State of TEXAS, or a partnership consisting of N/A or individual trading as N/A of the City of CARROLLTON,

Firm: BWI DALLAS/FT. WORTH

Address: 1418 UDFIELD RD

City: CARROLLTON State: TX Zip 75006

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By _____ Date: 7-15-13
Authorized Representative - must sign by hand

Officer Name and Beardless Triticale Seed: JAMES GARRETT
Please Print

Business Telephone Number 800-752-6632 FAX: 972-242-7675

E-mail Address: jamesgarrett@bwicompanies.com

FOR CITY USE ONLY

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

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

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

City of Lubbock, TX
Land Application
Bid Tabulation
August 8, 2013

ITB 13-11389-CP
Beardless Triticale Seed

Item	U/M	Qty	Description/Vendor	Location	Unit Price	Extended Cost
1	LB	200,000	Beardless Triticale Seed			
			BWI Dallas/ Ft. Worth	Carrollton, TX	0.355	$ 71,000
			Curtis & Curtis Seed Co.	Clovis, NM	0.38	76,000

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

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Public Works Wastewater Utility: Consider a resolution authorizing the Mayor to execute contract 11410 with Mesa Pivot Irrigation for center pivot replacements services, ITB 13-11410-DG.

Item Summary

The contract will provide for the purchase, installation and replacements of seven center pivot systems at the Lubbock and Wilson Land Applications sites. The center pivots systems replace five units purchased in 1980 and two units that were damaged in recent storms.

Center pivots systems are used on a continual daily basis at the Lubbock and Wilson Land Application sites for the application of treated wastewater effluent. Effluent is applied onto agriculture crops in accordance with the City's Texas Commission on Environmental Quality wastewater permit.

Staff recommends contract award to the sole bidder Mesa Pivot Irrigation of Wilson, Texas, for $533,392.

Fiscal Impact

The equipment is approved in the Adopted FY 2012-2013 Master Lease Program.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Mesa Pivot

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. 11410 for Center Pivot Replacement services, by and between the City of Lubbock and Mesa Pivot Irrigation, of Wilson, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Mesa Pivot Irrigation
July 22, 2013

Contract 11410

City of Lubbock, TX
Contract for Services
Center Pivot Replacement

THIS CONTRACT made and entered into this **8th** day of **August, 2013**, by and between the City of Lubbock ("City"), and **Mesa Pivot Irrigation**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Center Pivot Replacement and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said center pivot replacement.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Center Pivot Replacement and more specifically referred to as items one and items three through eight on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the bid form and specifications attached hereto. The contract shall be for a term of 60 days, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

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

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

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	1,000,000
Automotive Liability Combined Single Limit Any Auto	500,000
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty

(30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR

BY Cody Donald
Authorized Representative

Cody Donald
Print Name

620 US Hwy 87
Address

Wilson TX 79381
City, State, Zip Code

REVISED

REVISED

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM
Center Pivot Replacement
City of Lubbock, TX
ITB No. 13-11410-DG

In compliance with the **Invitation to Bid 13-11410-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11410-DG** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	Extended Cost	Delivery Days ARO**
1.	1,178	FT	Pivot irrigation system (to replace No. H6), with new flow meter, located at the Lubbock Land Application -Wilson Site.	$ 68,996.80	$ 68,996.80	Approx 30days
2.	1031	FT	Pivot irrigation system (to replace No. H7), with new flow meter, located at the Lubbock Land Application-Wilson Site.	~~62,494.31~~	~~62,494.31~~	Approx 30
3.	1595	FT	Pivot irrigation system (to replace No. L15), with new flow meter, located at the Lubbock Land Application Site.	93,260.23	93,260.23	Approx 30
4.	1170	FT	Pivot irrigation system (to replace No. H12), with new flow meter, located at the Lubbock Land Application -Wilson Site	68,636.82	68,636.82	Approx 30
5.	1137	FT	Pivot irrigation system (to replace No. H13), with new flow meter, located at the Lubbock Land Application-Wilson Site.	65,170.31	65,170.31	Approx 30
6.	1202	FT	Pivot irrigation system (to replace No. H15), with new flow meter, located at the Lubbock Land Application-Wilson Site.	69 813.00	69,813.00	Approx 30
7.	1592	FT	Pivot irrigation system (to replace No. L 13), with new flow meter, located at the Lubbock Land Application Site.	93,056.20	93,056.20	Approx 30
8.	1257	FT	Pivot irrigation system (to replace No. L8), with new flow meter, located at the Lubbock Land Application Site.	74,458.23	74,458.23	Approx 30
				Total	$ ~~595,885.93~~ $533,391.59	

Work will be done at two different locations:

Lubbock Land Application Site @ 4602 ECR 6700, 4602 E 19th Street, Lubbock, TX 79403 and Wilson Farm @ 547 County Road X, Wilson, TX 79381

REVISED

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO X

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

THIS BID IS SUBMITTED BY Mesa Pivot Irrigation a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

_____

REVISED REVISED

Firm: Mesa Pivot Irrigation

Address: 620 US Hwy 87

City: Wilson State: TX Zip 79381

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7-12-13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By Cody Donald Date: 7-17-13
Authorized Representative - must sign by hand

Officer Name and Title: Cody Donald Manager
Please Print

Business Telephone Number 806-924-7257 FAX: 806-924-7260

E-mail Address: mesanorth@poka.com

FOR CITY USE ONLY

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

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

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

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

REVISED SPECIFICATIONS

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
(7) SEVEN CENTER PIVOTS FOR LUBBOCK LAND APPLICATION
AND WILSON LAND APPLICATION SITES

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, ENEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUSTFOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Mesa Pivot Irrigation PHONE: 806-924-7257

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
1.	**Overall Length and Scope of Work**	New pivots shall be tied into existing pipeline. The successful bidder will be required to measure the distance of all obstacles in each field to insure clearance of the pivot towers.			
1.1	1178'	Purchase, Delivery, and Installation of a 1,178 foot pivot irrigation system (to replace No. H6), including new flow meter, located at the Lubbock Land Application Site-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.2	1031'	Purchase, Delivery, and Installation of a 1,031 foot pivot irrigation system (to replace No. H7), including new flow meter, located at the Lubbock Land Application Site-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.3	1595'	Purchase, Delivery, and Installation of a 1,595 foot pivot irrigation system (to replace No. Lot L 13), including new flow meter, located at the Lubbock Land Application, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.4	1170'	Purchase, Delivery, and Installation of a 1,170 foot pivot irrigation system (to replace No. Lot H12), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.5	1137'	Purchase, Delivery, and Installation of a 1,137 foot pivot irrigation system (to replace No. Lot H13), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.6	1202'	Purchase, Delivery, and Installation of a 1,202 foot pivot irrigation system (to replace No. Lot H15), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system	✓		

		and moving to a location outside the circle.			
1.7	1592	Purchase, Delivery, and Installation of a 1,592 foot pivot irrigation system (to replace No. Lot L15), including new flow meter, located at the Lubbock Land Application, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
1.8	1257	Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. Lot L8), including new flow meter, located at the Lubbock Land Application, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓		
2.	**Main Pipe**				
2.1		8 inch – 6-5/8 inch, as required to reach desired flows at desired pressure.	✓		
2.2		-0.0115 inch wall thickness.	✓		
2.3		Piping will be formed from aisisae 1010 coil sheet.	✓		
3.	**Pivot Assembly**				
3.1		8 inch O.D. riser, Polyseal gasket for high and low pressure.	✓		
3.2		4 inch x 4 inch x 3/8 inch angle iron legs with 4 – 2 inch x 2 inch x 3/16 inch angle braces on all 4 sides.	✓		
3.3		Adjustable ring lock elbow.	✓		
3.4		Connection between pivot assembly and the first span must be flexible to allow for grade changes on the first tower.	✓		
4.	**Truss Design**				
4.1		Truss rods 11/16 inch with manufacturer's standard heavy duty under truss braces.	✓		
5.	**Towers**				
5.1		Four legs constructed of 3 inch x 3 inch x ¼ inch angle iron bolted to 6-5/8 inch x 11 gauge tubular non-towable mobile base.	✓		
5.2		Legs must have a minimum of 5 tie braces.	✓		
5.3		Wheelbase minimum 13.0 feet maximum span length 160 feet.	✓		
6.	**All Towers**				
6.1		Connections must be of pin and hinge type design with flexible rubber boot with clamps or acceptable approved equivalent.	✓		
7.	**Steel Structure**				
7.1		Components shall be hot-dipped galvanized to ASTM 123-73 specifications.	✓		
7.2		A minimum coat of 2.00oz/ft² average shall be applied.	✓		
8.	**Fasteners**				
8.1		All fasteners used on the system shall be grade 5 zinc coated or better.	✓		
9.	**End Booms**				

9.1		End booms lengths shall not exceed 40 feet.	✓		
10.	**Hydraulics**				
10.1		Operating PSI 25, Maximum 35 PSI. All systems, will be equipped with 360 degree Senninger spray nozzles, spaced on 120 inch centers, with 30 inch plugged outlets, with plastic plugs.	✓		
10.2		Rubber hose drops 3 feet above ground, standard ¾ inch x 12 inch gooseneck use pipe dope on all goosenecks with 1-3/4 pound weights.	✓		
10.3		Each drop shall be equipped with a plastic cut-off valve.	✓		
10.4		Oversized main line diameters in a combination with the specified minimum diameter shall be provided as necessary for each system to obtain the desired flow volume at the desired operating pressure.	✓		
10.5		Minimum flows at 25 PSI per system at the pivot point – all calculations shall use a 140 C factor – are as follows: LLAWS Plot H6 – 950 GPM LLAWS Plot H7 – 850 GPM LLAS Plot L15-- 1200 GPM LLAWS Plot H12 – 950 GPM LLAS Plot H13 – 950 GPM LLAWS Plot H15 – 950 GPM LLAS Plot L13 – 1200 GPM LLAS Plot L8 – 1000 GPM	✓		
11.	**Flow Meter**	Seametrics AG2000-800-178 or City approved equal.	✓		
		Spool-type electromagnetic, no moving parts.	✓		
		8 inch, flanged, ANSI 150lb. Drilling	✓		
		150 psi	✓		
		Operating temperature: 10-130 degrees F.	✓		
		Non-operating temperature: -40 – 158 degrees F.	✓		
		Accuracy: +/-1% of reading from 10% to 100% of reading	✓		
		Accuracy: +/-2% of reading from cutoff to 100% of reading	✓		
		Welded steel, epoxy-coated; Dual durometer rubber liner; Diecast aluminum, powder coated electronics housing; 316 stainless steel electrodes.	✓		
		Display Rate-Digits 5: Gallon/minute, Liter/minute, Cubic Feet/minute, Feet/hour, Gallon/second, Liter/second, Cubic Feet/second, Cubic Meter/minute. Display Rate-Digits 8: Gallon, gallonx1000, Liter, Literx1000, Acre feet, cubic feet, million gallon, acre inch	✓		
		Compatible with external power source, 7-32 Vdc, 30mA, lithium battery backup in case of power failure, 10 year life.	✓		
		Conductivity: > 20 microSiemens/cm	✓		

		Empty pipe detection hardware/software, conductivity based.	✓		
		Environmental: NEMA 4X standard	✓		
12.	**Electrical and Mechanical**				
12.1	**All Electrical**				
12.1.1		All electrical components must comply with the following national electrical code sections: 1. Article 250-51 Effective Grounding 2. Article 250-114 Effective Grounding 3. Article 310 Minimum Size of Conductors 4. Article 210-5 Color Code for Branch or Controlled 5. Article 430 Motors, Motor Circuits, or Controlled 6. Article 675 Electrically Driven on Controlled Irrigation Machines. 7. National Fire Protection Standard No. 70, National Electrical Code.	✓		
12.2	**Primary Power**				
12.2.1		3-phase, 480 volt, 60 hertz single phase, 120 volt, 60 hertz primary, single phase, 120 volt enclosed surge and lighting protection package shall be provided.	✓		
12.3	**Programmable Main**				
12.3.1		System allows for programming of various functions controlled by degrees of rotation.	✓		
12.3.2		Accuracy shall be +/- 1° with no offset to reset degrees required.	✓		
12.3.3		Programmable functions to include – change rate of speed.	✓		
12.3.4		Change direction, stop/start, and control two auxiliary ports for control of ancillary equipment.	✓		
12.3.5		Safety features to include: Disconnect rated at 30 amps, 600 volts.	✓		
12.3.6		Panel must be compatible with aims telemetry system.	✓		
12.4	**Electric Motor on Gear Drives**				
12.4.1		All motors shall be ½ hp, 460-480 VAC., 3-phase with 1,725 rpm at 60 Hz, and shall be totally enclosed.	✓		
12.4.2		Full load torque shall be 35oz. ft. (min) and locked rotor torque 220oz. ft. (min) motors shall be rated for continuous duty cycle and have inherent overload protection.	✓		
12.4.3		Ball bearings shall be double sealed.	✓		
12.4.4		Motors shall have a plastic shroud which protects it from moisture.	✓		
12.4.5		Motor lead shall be run in ¾ inch conduit along mobile base and extend up tower leg approximately 3 to 4 feet.	✓		
12.5	**Center Drive Gearbox**				
12.5.1		Spur gear drive gearbox designed specifically for use on center	✓		

		pivot systems.			
12.5.2		Output ratio 40-1.	✓		
12.5.3		The gear drive must be capable of delivering a minimum of 120,000 inch/pounds of instantaneous torques and 36,000 inch/pounds of continuous torque.	✓		
13.0	**Tire Size**				
13.1		Size 11R238 Galvanized, Reinforced rims, tubeless	✓		

	Provide Expected Delivery Date(s):	/ /

General Requirement and Information

Bidder shall submit with each bid, current printed literature and specification sheets on the unit offered in the response to solicitation.

Exceptions to the specifications of any items stated herein shall be fully described in writing by the bidding vendor in the space provided below. **List items by item numbers.**

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

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license renewal with E.N.M.R. Telephone Cooperative, to use for subsurface communications cable.

Item Summary

The street-use-license was issued to E.N.M.R. Telephone Cooperative on May 27, 1993, for subsurface fiber optic communication cable. E.N.M.R. desires to renew the license. The license was issued for twenty years, payable every five years. The license fee for each five-year period is $1,543.

Fiscal Impact

$1,543 in revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - ENMR Telephone

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 Street Use License, by and between the City of Lubbock and E. N. M. R. Telephone Cooperative, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013.

_____
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

g/ccdocs/St Use Lic- ENMR Telephone Coop
1.25.13

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____, 2013, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **E. N. M. R. Telephone Cooperative,** a New Mexico corporation, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street for a subsurface fiber optic communications cable, to wit:

BEGINNING at a point in the right-of-way on the Northwest corner of the intersection of North University Avenue and Kent Street, City of Lubbock, Lubbock County, Texas;

THENCE continuing East on the North side of Kent Street to North Avenue Q;

THENCE South along the West side of North Avenue Q, under Loop 289 to the Eastbound access road of Loop 289;

THENCE West along the South side of the Eastbound access road of Loop 289 to North Avenue S;

THENCE South along the East right-of-way line of North Avenue S to Erskine Street;

THENCE East along the South right-of-way line of Erskine Street to North Avenue P;

THENCE South along the East right-of-way line of North Avenue P to North Avenue Q (Texas Hwy. Spur 326);

THENCE East crossing under North Avenue Q, thence South along the East right-of-way line of North Avenue Q, a distance of 178.00 feet, thence East a distance of 180.00 feet to North Avenue N;

THENCE Southeast along the Northeast side of North Avenue N to Baylor Street;

THENCE along the North side of Baylor Street and proceeding East on Baylor Street to a point on the East side of North Avenue K;

THENCE South along the East side of North Avenue K to 1st Street;

THENCE East along the North side of 1st Street to Avenue J;

THENCE South along the East side of Avenue J to 1st Place;

THENCE East along the North side of 1st Place a distance of 508.00 feet to a point being on the West side of the concrete alley;

THENCE South along the West side of the concrete alley to a point on the North side of 2nd Place;

THENCE West along the North side of 2nd Place to Texas Avenue;

THENCE South along the West side of Texas Avenue to 3rd Street;

THENCE East along the South side of 3rd Street a distance of 218.00 feet to a point being on the East side of existing alley;

THENCE South in alley to 4th Street, crossing under 4th Street to a point on the South side of 4th Street;

THENCE South along an existing utility easement crossing under Santa Fe Railroad tracks to an ending point located at a pole on the South side of the railroad tracks to the POINT OF BEGINNING.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon sixty (60) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **E.N.M.R. Telephone Cooperative, P.O. Box 1947, Clovis, New Mexico, 88102-1947,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **ONE THOUSAND FIVE HUNDRED FORTY-THREE AND 47/100 DOLLARS, ($1,543.47),** cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same. CITY OF LUBBOCK shall not be liable to LICENSEE for any damages to LICENSEE'S cable licensed hereunder arising out of the construction, reconstruction or maintenance of the CITY OF LUBBOCK'S street or any of CITY OF LUBBOCK'S utilities in the area occupied by LICENSEE'S cable by any city department. State One Call Regulations will be followed by both parties.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The Parties 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 Parties 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 provision shall control.

CITY OF LUBBOCK

By: _____
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

AGREED TO AND ACCEPTED this _____, 2013.

E. N. M. R. Telephone Cooperative,
a New Mexico Corporation

By: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF NEW MEXICO §

COUNTY OF CURRY §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tom Phelps, C.E.O., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **E. N. M. R. Telephone Cooperative, a New Mexico Corporation.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this July 12, 2013.

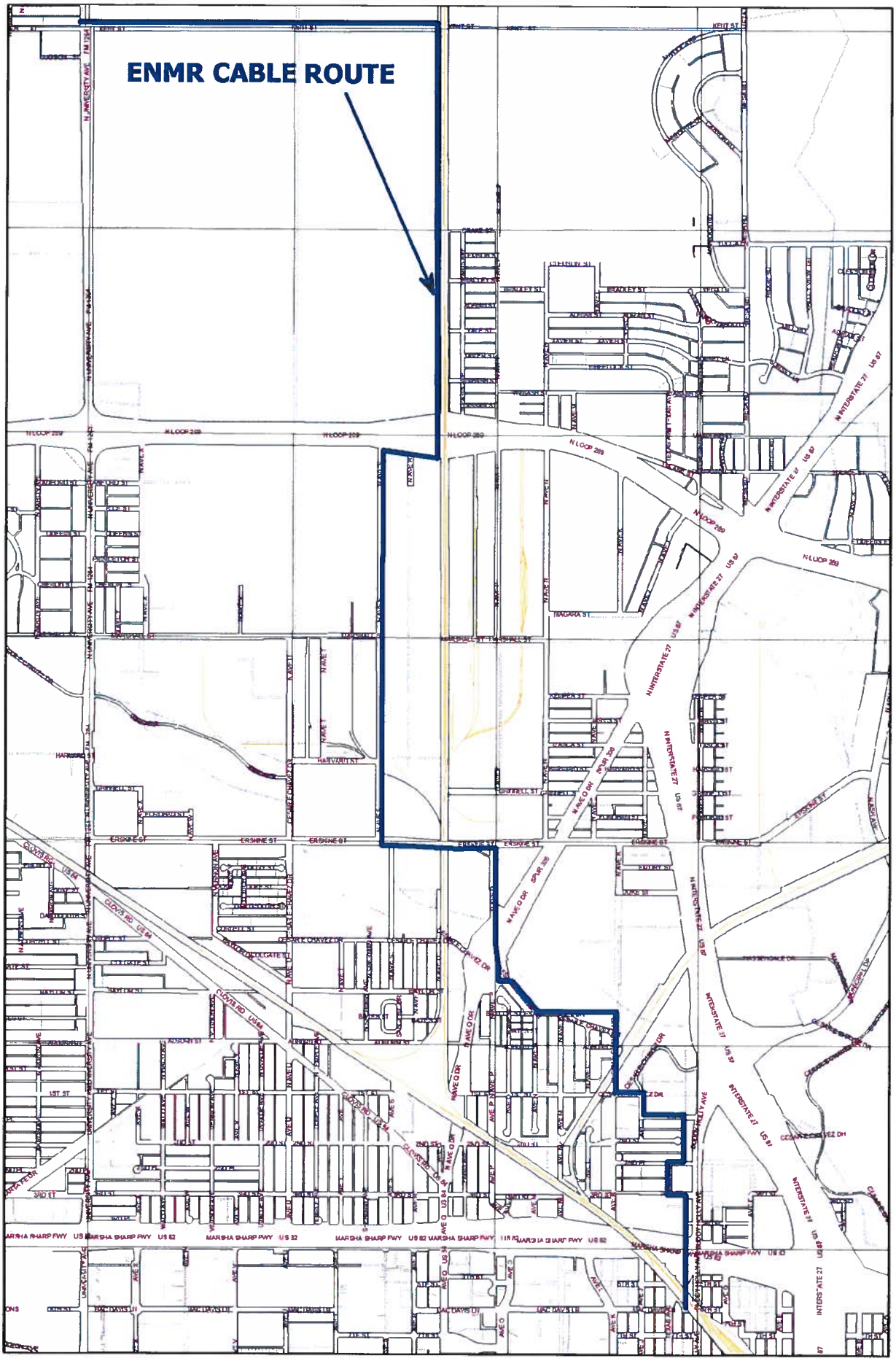
JASON BENNETT NOTARY PUBLIC STATE OF NEW MEXICO

Jason Bennett
Notary Public in and for the State of New Mexico

My Commission Expires: 11/1/15

gs/Chad//Licenses/-ENMR Telephone Cooperative
07 08 2013

STREET USE LICENSE
E.N.M.R. TELEPHONE COOPERATIVE



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Regular City Council Meeting **5. 12.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000392 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

Item Summary

Information Technology began the computer replacement program in 2005, replacing City computers each year. This year we are proposing to replace computers with an average life span of 4 -5 years.

The purchase order contract is for 281 desktop computers, monitors and 72 laptops computers. Staff recommends the $289,770 purchase from Dell Marketing, LP of Round Rock, Texas through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorized local governments to acquire hardware, software and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of $289,770 for the hardware is being made through the Master Lease program.

Staff/Board Recommending

Mark Yearwood, Chief Information Office Assistant City Manager

Attachments

Po and Reso

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000392 for the purchase of desktop computers, monitors and laptop computers, by and between the City of Lubbock and Dell Marketing, LP of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dell Marketing-PurchaseOrd
July 24, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 07/29/2013
Order Number 33000392 000 OP
Branch/Plant 330

TO:
DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/24/2013 Freight .
Requested 07/24/2013 Taken By D.TORRES
Delivery Per J Zhine / Req 42095 DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Precision T1650 Desktop	24.000	1,464.4800	EA	35,147.52	09/25/2013
#225-2634					
OptiPlex 3010 Desktop	281.000	698.0000	EA	196,138.00	09/25/2013
#225-3522					
Dell Latitude 5530 Laptop	54.000	796.0000	EA	42,984.00	09/25/2013
#225-2984					
Dell Latitude5530 Laptop with	18.000	861.1400	EA	15,500.52	09/25/2013
Docking Station #225-2984					
				Total Order	
Terms NET 30				289,770.04	

This purchase order encumbers funds in the amount of $289,770.04 awarded to Dell Marketing LP of Round Rock, Texas on August 8, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation 658660535/658757747 dated July 25, 2013 from Dell Marketing LP, Round Rock, Texas and State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Quotes 658660535/658757747
Customer Name: CITY OF LUBBOCK
Customer #: 001784159
Address: 1611 10TH ST
LUBBOCK, TX 79401-2606
Order Total: $289,770.04
State Environmental Fee: $0.00
Sales Tax: $0.00
SubTotal: $289,770.04
Shipping & Handling: $0.00
Quote Date: 07/25/2013
DIR-SDD-1951
Contract Code: 42AFU



ORDER GROUP: 1	$1464.48 ea.	
SKU	QTY	Description
225-2634	24	Dell Precision T1650, Energy Star 5.2 Base
319-0296	24	4C Core i7-3770,3.4G,8M,1GT,Dell Precision T1650
319-0804	24	16GB DDR3 UDIMM 1600,non ECC,4x4GB,Dell Precision T1650
331-9586	24	Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop
320-4683	24	Dell UltraSharp 2007FP, Standard, 20in Viewable Image Size, HAS, VGA/ DVI, CLIENT
321-0154	24	1GB AMD FirePro V4900, 3 MON, Dell Precision T1650
342-5410	24	2TB, 7200 RPM 3.5" SATA 6Gb/s Hard Drive, Dell Precision
342-4159	24	C2,SATA 3.5 Inch, 2 HDD,Dell Precision T1650
421-5607	24	Windows 7 Professional,No Media, 64-bit,Fixed Precision, English
330-6228	24	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop
421-5335	24	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),Precision Desktop
331-7672	24	Dell Data Protection Access,Precision Desktop T1650
330-9458	24	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision
430-3246	24	Integrated 10/100/1000 Ethernet
430-0661	24	MT Chassis Conf w/1394 Card
421-5097	24	Power DVD 9/5 for Blu-Ray, Dell Optiplex/Precision/Latitude
342-4190	24	19 in 1,Media Card Reader,Dell Precision T1650
318-2327	24	6x Blu-Ray Burner,Data Only,Dell Precision T1650
313-8764	24	Integrated 2.1 Channel Audio
313-6414	24	Dell AX510 black Sound Bar for UltraSharp Flat Panel Displays
317-9176	24	Precision T1650 90% Efficient Power Supply, Energy Star 5.0 Compliant
342-2635	24	Enable Low Power Mode for EUP Compliance,Dell Precision Desktop
331-5788	24	Regulatory Label,Dell Precision T1650
330-3157	24	Power Cord,125V,2M,C13,Dell Precision
332-0472	24	Documentation (English), Dell Latitude and Precision Workstations
342-3443	24	2TB,SATA,3.5",7200,64M,2
342-4187	24	Intel Controller SATA,Dell Precision T1650
331-5779	24	Energy Star 5.2 Compliant, Dell Precision T1650
331-5782	24	No Out-of-Band Systems Management,Dell Precision T1650
331-7610	24	Resource DVD contains Diagnostics and Drivers,Dell Precision T1650
342-4183	24	RAID 1, Dell Precision T1650
365-1234	24	Readyware Installation Fee
331-2673	24	1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. Dell Precision Desktop
331-5784	24	Quick Reference Guide,English,Dell Precision T1650
331-5787	24	Shipping Material for System,Dell Precision T1650
421-3872	24	No Productivity Software,Dell OptiPlex,Precision and Latitude
938-8778	24	Dell Limited Hardware Warranty Plus Service Extended Year(s)
935-2647	24	Dell Limited Hardware Warranty Plus Service Initial Year
995-4432	24	ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended
996-6330	24	ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year

		Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or
989-3449	24	call 1-866-516-3115
995-4532	24	ProSupport : 7x24 Technical Support , 2 Year Extended
996-6430	24	ProSupport : 7x24 Technical Support , Initial
331-1565	24	Intel Core i7 Desktop Sticker
365-0257	24	CFI Routing SKU
366-1551	24	CFI,Rollup,Custom Project,Fee for ESLH
366-1416	24	CFI,Rollup,Integration Service,Image Load
Group Total	**$35,147.52**	

ORDER GROUP: 2	**$698 ea.**	
SKU	QTY	Description
225-3522	281	OptiPlex 3010 Small Form Factor Standard PSU
319-0729	281	3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 3010
317-3675	281	8GB,Non-ECC,1333MHz DDR3,2X4GB,Dell OptiPlex 980
331-9586	281	Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop
320-4683	281	Dell UltraSharp 2007FP, Standard, 20in Viewable Image Size, HAS, VGA/ DVI, CLIENT
320-3803	281	Intel® Integrated Graphic w/Single HDMI/VGA, Optiplex 3010
400-AAMF	281	250GB 3.5" SATA 6Gb/s with 8MB DataBurst Cache, OptiPlex 9010/7010/3010SFF
421-5549	281	Windows 7 Home Premium,No Media, 64-bit, OptiPlex, English
330-6228	281	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop
421-5334	281	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex
330-9458	281	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision
318-2236	281	8X DVD+/-RW,Slimline,Data Only, OptiPlex 3010
318-2231	281	Thank you for Choosing Dell
331-8318	281	Heat Sink, Perf/Mstrm, SFF, OptiPlex
318-0319	281	Internal Speaker, OPtiplex
318-2352	281	OptiPlex 3010 Small Form Factor Standard Power Supply
331-8144	281	Regulatory Label,Dell OptiPlex 3010 Small Form Factor
330-7422	281	Enable Low Power Mode for EUP Compliance,Dell OptiPlex
331-2030	281	Documentation,English and French,Dell OptiPlex
330-1711	281	Power Cord,125V,2M,C13,Dell OptiPlex
331-8325	281	No ESTAR Settings, OptiPlex
313-3673	281	No Resource DVD for Dell Optiplex, Latitude, Precision
317-6625	281	Chassis Intrusion Switch,Optiplex SFF
310-9444	281	No Quick Reference Guide,Dell OptiPlex
331-1270	281	Shipping Material for System,Small Form Factor,Dell OptiPlex 990
421-3872	281	No Productivity Software,Dell OptiPlex,Precision and Latitude
939-7288	281	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended
939-6748	281	Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year
939-6538	281	Dell Limited Hardware Warranty Plus Service Extended Year(s)
936-2417	281	Dell Limited Hardware Warranty Plus Service Initial Year
991-2878	281	Dell ProSupport Service Offering Declined
365-0257	281	CFI Routing SKU
366-1551	281	CFI,Rollup,Custom Project,Fee for ESLH
366-1416	281	CFI,Rollup,Integration Service,Image Load
Group Total	**$196,138.00**	

ORDER GROUP: 3	**$796.00 ea**	
SKU	QTY	Description
225-2984	54	Dell Latitude E5530
338-BBRS	54	3rd gen Intel Core i5-3230M Processor (2.6GHz, 3M cache), Dell Latitude E5430/5530
319-0038	54	8.0GB, DDR3-1600MHz SDRAM, 2 DIMMS, Dell Latitude
332-0472	54	Documentation (English), Dell Latitude and Precision Workstations
331-6017	54	Tech Setup Guide, English, Dell Latitude E5X30
331-9867	54	Internal English Single Point Keyboard, Latitude E
331-7408	54	Internal Keyboard Cable, Dell Latitude E5530
318-1936	54	Express Card
342-4850	54	500GB 7200rpm Hard Drive,Dell Latitude E5X30
331-6467	54	Integrated Palmrest without Finger Print Reader

320-3219	54	15.6" HD (1366x768) Anti-Glare WLED-backlit, Dell Latitude E5530
421-8037	54	Windows 7 Home Premium, 64-bit, with Media, Latitude, English
330-6322	54	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks
421-8718	54	Software, DDPA (Dell Data Protection Access), version 2.3, Dell Latitude EXX30
313-9606	54	No Modem for Latitude E-Family
330-4016	54	US - 3 foot Flat Power Cord, Dell Latitude
331-5830	54	65W 3-Pin, AC Adapter, Dell Latitude E4
331-6470	54	Regulatory Label, Dell Latitude E5530
318-1813	54	8X DVD+/-RW, Dell Latitude E
318-1812	54	8X DVD+/-RW Bezel, Dell Latitude E5X30
318-2231	54	Thank you for Choosing Dell
318-1946	54	Light Sensitive Webcam and Noise Cancelling Digital Array Mic, Dell Latitude E5530
421-1201	54	Dell Webcam Central Software Dell Latitude/Mobile Precision
430-4639	54	Dell Wireless 1504 802.11g/n Single Band Wi-Fi Half Mini-card, Dell Latitude E4/Mobile Precision
331-7217	54	Broadcom TruManage, Dell Latitude E5X30
312-1318	54	6-Cell (60WH) Primary Lithium Ion Battery, (2.8Ah) ExpressCharge Capable for Latitude E4
318-1406	54	Dell Professional 16in Business Case for your Dell Notebook
331-6464	54	Energy Star 5.2 Enabled / EPEAT
630-AABP	54	Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude
995-1711	54	Dell Limited Hardware Warranty Plus Service Extended Year(s)
995-1511	54	Dell Limited Hardware Warranty Plus Service Initial Year
995-0041	54	ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended
994-9341	54	ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year
989-3449	54	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115
995-0131	54	ProSupport: 7x24 Technical Support, 2 Year Extended
994-9451	54	ProSupport: 7x24 Technical Support, Initial
331-1633	54	Intel Core i5 Processor
365-0257	54	CFI Routing SKU
366-1551	54	CFI,Rollup,Custom Project,Fee for ESLH
366-1416	54	CFI,Rollup,Integration Service,Image Load
Group Total	**$42,984.00**	

ORDER GROUP: 4	$861.14 ea	
SKU	QTY	Description
225-2984	18	Dell Latitude E5530
338-BBRS	18	3rd gen Intel Core i5-3230M Processor (2.6GHz, 3M cache), Dell Latitude E5430/5530
319-0038	18	8.0GB, DDR3-1600MHz SDRAM, 2 DIMMS, Dell Latitude
332-0472	18	Documentation (English), Dell Latitude and Precision Workstations
331-6017	18	Tech Setup Guide, English, Dell Latitude E5X30
331-9867	18	Internal English Single Point Keyboard, Latitude E
331-7408	18	Internal Keyboard Cable, Dell Latitude E5530
318-1936	18	Express Card
342-4850	18	500GB 7200rpm Hard Drive,Dell Latitude E5X30
331-6467	18	Integrated Palmrest without Finger Print Reader
320-3219	18	15.6" HD (1366x768) Anti-Glare WLED-backlit, Dell Latitude E5530
421-8037	18	Windows 7 Home Premium, 64-bit, with Media, Latitude, English
330-6322	18	Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks
421-8718	18	Software, DDPA (Dell Data Protection Access), version 2.3, Dell Latitude EXX30
313-9606	18	No Modem for Latitude E-Family
330-4016	18	US - 3 foot Flat Power Cord, Dell Latitude
331-5830	18	65W 3-Pin, AC Adapter, Dell Latitude E4
331-6470	18	Regulatory Label, Dell Latitude E5530
318-1813	18	8X DVD+/-RW, Dell Latitude E
318-1812	18	8X DVD+/-RW Bezel, Dell Latitude E5X30
318-2231	18	Thank you for Choosing Dell
318-1946	18	Light Sensitive Webcam and Noise Cancelling Digital Array Mic, Dell Latitude E5530
421-1201	18	Dell Webcam Central Software Dell Latitude/Mobile Precision
430-4639	18	Dell Wireless 1504 802.11g/n Single Band Wi-Fi Half Mini-card, Dell Latitude E4/Mobile Precision
331-7217	18	Broadcom TruManage, Dell Latitude E5X30
312-1318	18	6-Cell (60WH) Primary Lithium Ion Battery, (2.8Ah) ExpressCharge Capable for Latitude E4
318-1406	18	Dell Professional 16in Business Case for your Dell Notebook
331-6313	18	E-Port, 130W Simple Port Replicator, USB3.0 for Latitude E-Family

331-6464	18	Energy Star 5.2 Enabled / EPEAT
630-AABP	18	Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude
995-1711	18	Dell Limited Hardware Warranty Plus Service Extended Year(s)
995-1511	18	Dell Limited Hardware Warranty Plus Service Initial Year
995-0041	18	ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended
994-9341	18	ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year
989-3449	18	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-516-3115
995-0131	18	ProSupport: 7x24 Technical Support, 2 Year Extended
994-9451	18	ProSupport: 7x24 Technical Support, Initial
331-1633	18	Intel Core i5 Processor
365-0257	18	CFI Routing SKU
366-1551	18	CFI,Rollup,Custom Project,Fee for ESLH
366-1416	18	CFI,Rollup,Integration Service,Image Load
Group Total	**$15,500.52**	

Regular City Council Meeting **5. 13.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11419 with Mary Crites, AIA, for professional services agreement for the renovations of the Landwer House located in Buddy Holly Park.

Item Summary

The contract includes professional services related to the design, plans, specifications, and estimates of the renovations of the Landwer House, located at 1025 University Avenue in Buddy Holly Park, Lubbock, Texas. The contract includes the final plans and specifications for the renovations of the facility. Scope shall include: Review and Analysis Phase, Design Phase, Bidding and Construction Administration Phase.

Mary Crites, AIA, was selected for this project based on her initial evaluation of the facility; contract 11120, dated December 3, 2012; and recommendations for future use of the facility. The results of the study were presented to Council in February 2013. At the direction of the Council, this contract will implement the recommendations of the study, to develop the plans and specifications for the renovations of the Landwer House.

Staff recommends contract award to Mary Crities, AIA, of Lubbock, Texas for the amount not-to-exceed $62,425. The proposed timeline for completion of the design portion is 168 days from the Notice to Proceed date.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. In procuring architectural, engineering, or land surveying services, municipalities are required to first select the most highly qualified provider of services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price.

Fiscal Impact

$414,169 is appropriated in Capital Improvement Project 92287, Llano Estacado Lake Improvements, with $62,425 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Agreement - Landwer House

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, Professional Services Contract No. 11419 for renovations of the Landwer House located in the Buddy Holly Park, by and between the City of Lubbock and Mary Crites, AIA, 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:

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-Mary Crites, AIA
July 3, 2013

CONTRACT# 11419

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 8th day of August 2013, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Mary Crites, AIA ("MC"), a Texas "Sole Proprietorship".

WITNESSETH

WHEREAS, the City desires to obtain professional architectural and engineering ("A/E") services related to the renovations of the Landwer House located in the Buddy Holly Park, 1025 North University Avenue, Lubbock, Texas (the "Project"); and

WHEREAS, MC has a professional staff experienced and is qualified to provide professional A/E services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and MC to be a fair and reasonable price; and

WHEREAS, the City desires to contract with MC to provide professional A/E services related to the Project and MC desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and MC hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one (1) year, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

MC shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due MC under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in MC's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due MC under this Agreement shall be made by check and mailed to the Address identified in the remittance instructions

on MC's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to MC. In the event this Agreement is so terminated, the City shall only pay MC for services actually performed by MC up to the date MC is deemed to have received notice of termination as provided herein.

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. MC is a Sole Proprietorship duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by MC. This Agreement constitutes legal, valid, and binding obligations of MC and is enforceable in accordance with the terms thereof.

C. Professional. MC maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

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

E. Use of Copyrighted Material. MC warrants that any materials provided by MC for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating

to the use or reproduction of materials. MC shall be solely responsible for ensuring that any materials provided by MC pursuant to this Agreement satisfy this requirement and MC agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of MC's failure to perform this duty.

F. MC warrants that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized A/E firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by MC's failure to meet such standards, and City has promptly notified MC in writing of any such error within that period, MC shall perform, at MC's cost, such corrective A/E services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

MC shall accomplish the following:

Professional A/E Services related to the Landwer House Renovations project, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

MC and City agree that MC shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. MC has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, MC and MC's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

MC shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of MC to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:
Combined Single Limit: $1,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

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

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

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. MC shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

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

If at any time during the life of the Agreement or any extension hereof, MC fails to maintain the required insurance in full force and effect, MC shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

MC may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of MC provided that City approves the retaining of Sub-consultants. MC is at all times responsible to City to perform the Project as provided in this Agreement and MC is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by MC shall be required to carry, for the protection and benefit of the City and MC and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

MC shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

MC SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF MC, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

MC shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from MC to City or City to MC is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Mary Crites, AIA
4617 8th Street
Lubbock, TX 79407
Telephone: (806) 799-7110
Email: m.crites@att.net

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

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement,

and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish MC any available data in the possession of the City pertinent to MC's Services, so long as City is entitled to rely on such data for the performance of MC's Services under this Agreement (the "Provided Data"). MC shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. MC shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, MC's books and records with respect to this Agreement between MC and City.

C. Records. MC shall maintain records that are necessary to substantiate the services provided by MC.

D. Assignability. MC may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and MC, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of MC, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

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

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

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

N. Extent of Responsibility. MC does not guarantee that proposals, bids or actual project costs will not vary from MC's opinions of probable cost or that actual schedules will not vary from MC's projected schedules. MC shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to MC, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to MC in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Architect shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wesley D. Gracht

Wesley D. Everett

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

Mary Crites, AIA

By: Mary K. Crites, AIA

Name: Mary Crites, AIA

Title: Owner

EXHIBIT A
(ARCHITECT's Proposal)

MARY K. CRITES
AIA
ARCHITECT



21 June 2013

Wes Everett
Director of Facilities Management
City of Lubbock
1625 13th St
Lubbock, TX 79414

RE: Scope of Services and Fee Proposal for Landwer House Renovation

Dear Wes,

I was delighted to hear from you concerning the continuation of this project. This letter will outline the anticipated scope of services and related fees for this project based on the project description that was developed during the previous study of this building competed February 2013.

The Architect (A/E) shall provide professional design and construction administration services for the renovation of the City of Lubbock's Landwer house, located at 1025 University Avenue in Buddy Holly Park. The project budget is $785,000 and a six month construction period is anticipated. This project will include architectural, mechanical, plumbing, electrical and structural engineering and landscape architecture disciplines.

The Scope of Services:
Building on the previous schematic study completed in February 2013, it is assumed that minimal changes will occur to the developed floor plan and exterior elevations, that the building will be served by small split system mechanical units and that a fire sprinkler system is not required.

Review and Analysis Phase:

1. With the building structure exposed from the recent abatement work, the structural engineer will perform a field analysis of the structural elements of the building.
2. City staff and A/E will review the previously developed floor plan, exterior elevations and exterior materials. With City staff approval of the plan, elevations and exterior materials, the A/E will then prepare and present the schematic design to the Urban Design & Historic Preservation Commission (UD&HPC). The exterior elevations and exterior materials will be the focus of the presentation. The A/E will revise as needed based on city staff and UD&HPC comments

Design Phase:

3. With approval by City staff and the City UD&HPC, the A/E will proceed with construction documents consisting of drawings and specifications setting forth the requirements for the construction of the Project. Four meetings are anticipated during this phase.

Bidding and Construction Administration Phase

1. The A/E will respond to questions during the bidding or pricing phase of the project and attend a pre-bid and bid or price evaluation meeting.
2. The A/E will review the shop drawings and submittals requested in the specifications.
3. Based on the A/E's observations and evaluations of the Contractor's Application for Payment, the A/E will review the amounts due to the Contractor.
4. During construction, 26 site visits are planned, the visits will generally be on a weekly basis with intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed, to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract documents. If additional site visits become necessary, thru no fault of the A/E, the additional site visits shall be made, when approved by the City, on an hourly basis.
5. The A/E will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the on-

site observations the A/E will keep the City informed of the progress and quality of the Work. The A/E shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents. The A/E shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the work

6. Once the contractor has indicated the work is complete the A/E will make an on-site visit to create a punch list of items requiring attention from the contractor. The A/E will make one additional site visit to confirm the work is complete. . If additional site visits become necessary because the work is not complete, thru no fault of the A/E, the additional site visits shall be made, when approved by the City, on an hourly basis.

The Architect has procured the professional services of the following consultants for this project:

Fanning, Fanning & Associates-	Mechanical, Plumbing, Electrical Engineering
Thoma Engineering-	Structural Engineering
Armko Industries-	Roof Consulting
Kathy Lust, ASLA-	Landscape Architecture
Cornerstone Accessibility	Accessibility Review and Inspection

Specifically excluded for the scope of services are; Surveys and Geotechnical Reports, Asbestos, Mold and Hazardous Material assessments or Construction Material Testing.

The following is an anticipated schedule for the project:

Review and Analysis	8 weeks
Design Phase	16 weeks
Bidding Phase	8 weeks
Construction Phase	24 weeks

Changes to the schedule above may become necessary due to changes in scope or other circumstances.

Fees for the services described above are:

	Analysis/ Review	Design	Bid and Const Admin	Sub-total
Architecture	1,250	23,350	7,800	
MPE engineering		9,000	3,100	
Roof consultant		1,000	375	

Structural engineering	1,000	5,000	2,000	
Landscape architecture		4,250	1,800	
Total Fee				$59,925

Reimbursable Expense Allowance	$ 2,500
Total combined fee and reimbursable expense allowance is:	$62,425

Reimbursable expenses include: postage, reproduction/copies of review sets, color plots, and accessibility fees. Reimbursable expenses will be billed at invoice cost plus ten percent markup for handling costs. This allowance is in addition to the fees above. Reproduction of the Construction Documents for pricing and construction are excluded from this allowance and are not part of this contract.

Fees will be billed using a percentage complete method and both fees and reimbursable expenses will be submitted monthly. Invoices shall be considered past due if not paid within 30 days.

Should the scope of services change during the Project, the lump sum fee will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Again, thank you for the opportunity to be of assistance to the city. I look forward to working with you and the other city staff on this project. Please contact me if you have any questions.

Sincerely,



Mary K. Crites, AIA

EXHIBIT B
(Insurance Requirements)

Waiver – Contract #

RELEASE AGREEMENT

I, Mary K. Cates, BY THE EXECUTION HEREOF, RELEASE THE CITY OF LUBBOCK, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND/OR INDEPENDENT CONTRACTORS (HEREIN COLLECTIVELY CALLED THE "CITY"), FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, COST OR DAMAGE, OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, ANY SUCH LOSS, LIABILITY, COST OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OF CITY, INCURRED, SUSTAINED, RELATED TO, OR AS A RESULT OF, ANY OF THE ACTIVITIES CONTEMPLATED BY THAT CERTAIN AGREEMENT DATED 8 August, 2013, BY AND BETWEEN THE CITY AND Mary K. Cates (THE "AGREEMENT") AND/OR MY OCCUPATION OF THE PROPERTY (AS DEFINED IN THE AGREEMENT), AND/OR OTHER LANDS OWNED BY CITY.

IN EXECUTING THIS RELEASE, I REPRESENT AND WARRANT THAT I AM NOT COVERED BY AND/OR HAVE NOT PROCURED ANY WORKER'S COMPENSATION INSURANCE COVERING ANY ASPECT OF THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT AND/OR MY OCCUPATION OF THE PROPERTY AND/OR OTHER LANDS OWNED BY THE CITY AND THAT THE PHOTO IDENTIFICATION, IS A VALID IDENTIFICATION.

EXECUTED THIS 10th DAY OF July, 2013.

Mary K. Cates
Signature

Mary Cates
Print Name

Note: attach a photocopy of the current photo identification to this Release

City of Lubbock, TX
Capital Project
Project Cost Detail
August 8, 2013

Capital Project Number	92287
Capital Project Name	Llano Estacado Lake Improvements

		Budget
Encumbered/Expended		
Professional Services Contract #11120	$	19,960
City of Lubbock charges		125
Agenda Item - August 8, 2013 Council Meeting		
Mary Crites, AIA Professional Services Contract		62,425
Encumbered/Expended To Date		82,510
Estimated Costs for Remaining Appropriation		
Unencumbered Funds		331,659
Remaining Appropriation		331,659
Total Appropriation	$	414,169.00

Managing Department **Facilities**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Evaluation and renovation of the existing Landwer House and other improvements as identified in the 2003 Fiesta Master Plan.

Project Justification
The Landwer house used to serve as a party house and community center however, it is old and deteriorating and no longer able to be used.

Project History
The Landwer house was built in the early 1900's and was one of the first structures located in the Canyon Lakes System. It was acquired by the City in 1972, and was utilized as a party house until a few years ago.

$414,169 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	366,381	396,000	0	0	0	0	0	762,381
Construction Management Support	0	39,400	0	0	0	0	0	39,400
Design and Engineering	47,788	30,812	0	0	0	0	0	78,600
Total Project Appropriation	414,169	466,212	0	0	0	0	0	880,381

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2012 Tax Supported Revenue CO's	2,137	0	0	0	0	0	0	2,137
FY 2013 Tax Supported Revenue CO's	412,032	0	0	0	0	0	0	412,032
FY 2014 General Fund Pay-As-You-Go	0	466,212	0	0	0	0	0	466,212
Total Funding Sources	414,169	466,212	0	0	0	0	0	880,381

Regular City Council Meeting **5. 14.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11434 with ARMKO Industries for professional services relating to building envelope evaluations of various facilities.

Item Summary

The contract is for professional services to perform building envelope consulting services to include, in part or in whole: analysis of existing roofing system, instrumented moisture survey, roof programs, analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door/window details, plan details, specifications, budgeting, bidding/negotiations, quality assurance observations, project close-out and other related scopes.

The proposed contract will consist of three services: Schedule A: Building Envelope Analysis and Reporting; Schedule B: Schematic Design, Design Development, Construction Documents, Bidding and Construction Management; and Schedule C: Schematic Design, Design Development, Construction Documents and Construction Management.

ARMKO was selected for this contract due to their expertise in building water infiltration issues. They have worked with the Facilities Management Department on many water infiltration issues involving roofs, doors, windows, walls, and slabs. This contract is being requested as a result of the June 5, 2013 storm. Several City of Lubbock facilities sustained substantial damage requiring immediate action. As City Departments evaluated their facilities, it was determined that a firm specializing in water infiltration issues should be hired to evaluate the facility and provide recommendations to eliminate such issues in the future.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. In procuring architectural, engineering, or land surveying services, municipalities are required to first select the most highly qualified provider of services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price.

Fiscal Impact

Funding for this project will come from the requesting department’s budget. The amount of each contract will be determined by the following scopes indicated above: Schedule A: $0.05 per facility square footage (minimum of $1,200); Schedule B: 6.0% of the waterproofing or roofing contract awarded to the successful contractor; and Schedule C: Services will be billed at the rates included in Schedule of Fees.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

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, Professional Services Contract No. 11434 related to the building envelope evaluation of various facilities, by and between the City of Lubbock and ARMKO Industries, 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:

Wesley D. Everett
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-ARMKO Industries
July 17, 2013

CONTRACT# 11434

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 8th day of August 2013, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and ARMKO Industries, Inc. ("ARMKO"), a Texas "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain professional services ("A/E") related to the Building Envelope Evaluation of various City of Lubbock Facilities (the "Project"); and

WHEREAS, ARMKO has a professional staff experienced and is qualified to provide professional services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and ARMKO to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ARMKO to provide professional services related to the Project and ARMKO desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and ARMKO hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one (1) year, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

ARMKO shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due ARMKO under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in ARMKO's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due ARMKO under this Agreement shall be made by check and mailed to the Address identified in the remittance

instructions on ARMKO's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to ARMKO. In the event this Agreement is so terminated, the City shall only pay ARMKO for services actually performed by ARMKO up to the date ARMKO is deemed to have received notice of termination as provided herein.

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ARMKO is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by ARMKO. This Agreement constitutes legal, valid, and binding obligations of ARMKO and is enforceable in accordance with the terms thereof.

C. Professional. ARMKO maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the professional services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

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

E. Use of Copyrighted Material. ARMKO warrants that any materials provided by ARMKO for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance

relating to the use or reproduction of materials. ARMKO shall be solely responsible for ensuring that any materials provided by ARMKO pursuant to this Agreement satisfy this requirement and ARMKO agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of ARMKO's failure to perform this duty.

F. ARMKO warrants that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized Professional Service firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by ARMKO's failure to meet such standards, and City has promptly notified ARMKO in writing of any such error within that period, ARMKO shall perform, at ARMKO's cost, such corrective professional services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

ARMKO shall accomplish the following:

Professional Services related to the Building Envelope Evaluation of various City of Lubbock Facilities, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

ARMKO and City agree that ARMKO shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. ARMKO has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, ARMKO and ARMKO's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

ARMKO shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of ARMKO to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: $1,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

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

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

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. ARMKO shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

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

If at any time during the life of the Agreement or any extension hereof, ARMKO fails to maintain the required insurance in full force and effect, ARMKO shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ARMKO may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ARMKO provided that City approves the retaining of Sub-consultants. ARMKO is at all times responsible to City to perform the Project as provided in this Agreement and ARMKO is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ARMKO shall be required to carry, for the protection and benefit of the City and ARMKO and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

ARMKO shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ARMKO SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ARMKO, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ARMKO shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ARMKO to City or City to ARMKO is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Brad Draper, Vice-President
7302 82nd Street, Suite 14
Lubbock, TX 79424
Telephone: (806) 833-6953
Email: bdraper@armko.com

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

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish ARMKO any available data in the possession of the City pertinent to ARMKO's Services, so long as City is entitled to rely on such data for the performance of ARMKO's Services under this Agreement (the "Provided Data"). ARMKO shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. ARMKO shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, ARMKO's books and records with respect to this Agreement between ARMKO and City.

C. Records. ARMKO shall maintain records that are necessary to substantiate the services provided by ARMKO.

D. Assignability. ARMKO may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and ARMKO, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ARMKO, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

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

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

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

N. Extent of Responsibility. ARMKO does not guarantee that proposals, bids or actual project costs will not vary from ARMKO's opinions of probable cost or that actual schedules will not vary from ARMKO's projected schedules. ARMKO shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ARMKO, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ARMKO in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Architect shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wesley D. Everett

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

ARMKO INDUSTRIES, INC.

By: _____
Name: Brad Draper
Title: Vice-President

"EXHIBIT A"

ARMKO INDUSTRIES, INC.
7302 82nd St. Suite 14
Lubbock, TX 79424
806.833.6953 / FAX 806.833.8539
www.armko.com
Texas Registered Engineering Firm #6498

July 11, 2013

Mr. Wes Everett
Director of Facilities Management
City of Lubbock
1625 13th Street, Suite L08
Lubbock, Texas 79457

RE: Building Envelope Evaluation & Professional Services
City of Lubbock Facilities

Mr. Everett,

It is the desire of the City of Lubbock to engage the services of Armko to perform building envelope consulting services specifically requested by the City of Lubbock. The services to be provided may relate to some or all of the following: analysis of existing roof components; instrumented moisture survey; roof programs; analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door/window details, plan details; specifications; help in establishing budget forecast; bidding or negotiation backup; major phase or full-time quality assurance observations; final observations and progress payment requests; and/or other work agreed to by the parties. Armko shall perform any or all of the afore-described services for the City of Lubbock as an independent consultant and not as an employee.

SCHEDULE A

Building Envelope Analysis
A. Interior and exterior visual examination of roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
B. Cross-section analysis of core samples of the roof membrane.
C. Analysis of insulation and topside of deck system at core areas.
D. Moisture meter readings of insulation and/or membrane as required.
E. Bitumen chemical analysis if applicable.
F. Establish roof priorities if applicable.

Building Envelope Analysis Report (written and oral presentation)
A. Existing Conditions
B. Recommendations
C. Budget Cost Estimate
D. Existing Condition Photographs
E. Roof Plan

Total for Schedule A: $ .05 per square foot with a minimum charge of $ 1,200.00 per Building.

SCHEDULE B – FULL SERVICE

SCHEMATIC DESIGN - PHASE 1 – 15%

A. Perform building evaluation and establishment of the Scope of Work.
B. Identify areas of concern for the new work as well as the existing conditions.
C. Establish tie-in options and weather tightness of the existing facility during demolition.
D. Provide preliminary drawings and or sketches.

DESIGN DEVELOPMENT - PHASE 2 – 20%

A. Development of preliminary drawings, including the following:
    1. Roof Plans
    2. Roof details
    3. Unusual and difficult transitions between walls and roof elements
B. Define major waterproofing elements
C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3 – 30%

A. Preparation of the construction documents, including the following:
    1. Specifications and establishment of the Scope of Work
    2. Compile and print Bid Package and General Conditions
    3. Roof Plans
    4. Roof Details
    5. Unusual and difficult transitions between walls and roof elements
    6. Waterproofing details
B. Provide review of architectural drawings for flashing and moisture conflicts including the following:
    1. Wall Sections
    2. Exterior Elevations
    3. Parapet Details
    4. Plans Details
    5. Door and Window Details
C. Finalize the project specifications for the roofing and waterproofing sections of the project manual.

BIDDING - PHASE 4 – 5%

A. Assist in notification to the construction community.
B. Assist at pre-proposal and/or proposal conference.
C. Cooperative evaluation and selection of successful bidder.

CONSTRUCTION - PHASE 5 – 30%

A. Perform submittal review.
B Assist at and/or conduct pre-construction and pre-installation meetings.
C. On-site observations of work (two hours per week maximum).
D. Monthly progress payment request review.
E. Final observations and progress payment request review.
F. Maintain photo manifest of work in place.
G. Provide daily observation reports of each visit to Owner.

Total for Schedule B: 6% of Waterproofing or Roofing contract awarded to successful contractor.

SCHEDULE C – PARTIAL DESIGN AND CONSTRUCTION ADMINISTRATION

SCHEMATIC DESIGN - PHASE 1

A. Perform building evaluation and establishment of the Scope of Work.
B. Identify areas of concern for the new work as well as the existing conditions.
C. Establish tie-in options and weather tightness of the existing facility during demolition.

DESIGN DEVELOPMENT - PHASE 2

A. Review of preliminary drawings, including the following:
    1. Roof Plans
    2. Roof details
    3. Unusual and difficult transitions between walls and roof elements
B. Define major waterproofing elements
C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3

A. Provide review of architectural drawings for flashing and moisture conflicts including the following:
    1. Wall Sections
    2. Exterior Elevations
    3. Parapet Details
    4. Plans Details
    5. Door and Window Details

CONSTRUCTION - PHASE 4

A. Perform submittal review.
B Assist at and/or conduct pre-construction and pre-installation meetings.
C. On-site observations of work (two hours per week maximum).
D. Monthly progress payment request review.
E. Final observations and progress payment request review.
F. Maintain photo manifest of work in place.
G. Provide daily observation reports of each visit to Owner.

Total for Schedule C: Services will be billed at the rates on the Attachment "A" Schedule of Fees

QUALITY ASSURANCE INSPECTOR

A. Additional visits over and above the two (2) hour on site weekly visit as described in Schedule C, shall be $65.00 hour.

B. Full-time Quality Assurance Inspector shall be $65.00 per hour, plus reimbursable expenses, based on one eight hour work day.

REIMBURSABLE EXPENSES

Upon submission of invoices and support documentation, City of Lubbock shall reimburse Armko for the following expenses:

A. Special reproductions as required.

TERMS

Phases 1-4 for Schedule B & C will be invoiced at the completion of Phase 4 for 70% of total billable amount. Balance due of 30% of total billable amount for Schedule B & C will be invoiced in monthly increments until completion of project.

Armko shall receive payment within ten (10) days after receipt of invoice by City of Lubbock according to the aforementioned schedule of fees. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

LIMITATION OF LIABILITY/WARRANTIES

With respect to the service to be performed by Armko, pursuant to the terms of this agreement, Armko shall not be liable or responsible for, and it shall be saved and held harmless by City of Lubbock from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this contract.

City of Lubbock agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. City of Lubbock agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the City of Lubbock by Armko and contains all of the covenants and agreements between the parties with respect to such transaction in any matter whatsoever.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Lubbock County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate 30 days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said 30 day period. Payment for all services performed prior to the termination date shall be due within five days after said termination date, unless earlier payment is required under any other provision of this agreement.

Respectfully,



Brad Draper, RRO, RCI
Vice President

ARMKO INDUSTRIES, INC.

SCHEDULE OF FEES

SERVICES	**Per Hour**
Principal	$130.00
Architect/Engineer	130.00
Senior Roof Consultant	90.00
Roof Consultant	75.00
Registered Roof Observer	65.00
Quality Assurance Inspector	55.00
CAD	55.00
Administrative Assistant	55.00
Clerical	40.00

REIMBURSABLE EXPENSES

TRAVEL

- Lodging
- Meals
- Mileage (prevailing rate)

MISCELLANEOUS

- Phone Charges
- Fax Charges
- Overnight Services
- Reprographics
- Other

Fees for services not listed above will be quoted upon request.

Regular City Council Meeting **5. 15.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute contract 11371 with NetServices, LLC, for installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 4, ITB 13-11371-TL.

Item Summary

The Texas Commission on Environmental Quality (TCEQ) requires that a landfill control windblown waste and litter, as per 30 TAC 330.139(1). In addition, TCEQ requires that scattered waste and litter be picked up daily when a landfill is open, as per 30 TAC 330.139(2). Due to the high winds in our area, windblown litter does have the potential to leave the facility property. In an effort to reduce the amount of litter leaving the facility property, and to reduce the part-time labor needed to pick up the waste after it has left our facility, a litter barrier fence is being constructed that is 30 feet tall, with 5 feet 3 inch outriggers, and steel poles treated with an anti-corrosive finish. The construction of this fence will add 1,250 feet of fencing along the perimeter of the active disposal area.

The contract provides all labor, equipment, and materials to construct a new litter fence at the West Texas Regional Disposal Facility at Abernathy, Texas. The new litter fence will be a total of 1,250 linear feet by 30 feet tall attached to steel poles. The additional panels will be used by staff to replace panels that have been damaged and cannot be repaired as a result of high wind events.

Bids were received from the following companies.

NetServices, LLC of Tulalip, WA	$132,750
Net Connection, LLC of Birmingham, AL	132,908
Ace Golf Netting LP of Austin, TX	148,000
MH Civil Constructors, Inc. of Amarillo, TX	223,487
Judge Netting Inc. of Costa Mesa, CA	364,750

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

Staff recommends contract award to the lowest bidder, NetServices, LLC of Tulalip, Washington for $132,750. Time for completion is 30 days, and liquidated damages are $25 per day.

Fiscal Impact

Funds are appropriated in the Adopted FY 2012-13 Solid Waste Disposal (5515) operating budget for this purchase.

Staff/Board Recommending

Scott Snider, Assistant City Manager

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. 11371 for installation of litter fence and additional netting panels at the West Texas Regional Disposal Facility – Phase 4, by and between the City of Lubbock and NetServices, LLC, of Tulalip, Washington, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-NetServices
July 12, 2013

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 07/08/2013

ITB 13-11371-TL – Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 4

Bid of NETSERVICES, LLC (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 **Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 4**, 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	Provide all labor, equipment, and materials to construct a new litter fence netting system at the West Texas Region Disposal Facility at Abernathy, TX. The litter fence will be a total of 1,000 LF y 30' high constructed on steel poles. The new netting system must match the existing netting system exactly in order to maintain the integrity of the original design scheme, per specifications.	1,000	LF	85.20	$ 85,200
2	Pricing for additional 250 LF of netting system and installation as specified above.	250	LF	66.00	16,500
3	Pricing for additional 30 ft wide x 25 ft tall panels of netting only, per specifications (to be installed by City staff as needed to repair existing fencing).	25	EA	300.00	7,500
4	Pricing for additional 90 ft wide x 25 ft tall panels of netting only, per specifications (to be installed by City staff as needed to repair existing fencing).	25	EA	894.00	22,350
5	Pricing for additional snaps per specifications	3,000	EA	.40	1,200
				TOTAL BASE BID (ITEMS 1 -5)	$ 132,750

 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 **30 WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$ 25** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

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

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

 Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of 5% OF BID _____ Dollars ($ 5%), 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: 07/08/2013

Authorized Signature

DAN NUNN
(Printed or Typed Name)

NETSERVICES, LLC
Company

13010 11th AVE NE
Address

TULALIP, SNOHOMISH
City, County

WA, 98271
State Zip Code

Telephone: 360 - 651-1955
Fax: 360 - 651-1956

FEDERAL TAX ID or SOCIAL SECURITY No.
57-1195078

EMAIL: dnunn@netservicesus.com

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. ____ Date ____
Addenda No. ____ Date ____
Addenda No. ____ Date ____
Addenda No. ____ Date ____

M/WBE Firm:

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

Regular City Council Meeting **5. 16.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving the amended and restated bylaws of Market Lubbock Economic Development Corporation.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amended Bylaws

RESOLUTION

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

THAT the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation are hereby approved by the City Council of the City of Lubbock. Said Bylaws are 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:

_____
Quincy White, Assistant City Attorney

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.ML Bylaws-Amended & Restated
July 24, 2013

AMENDED AND RESTATED BYLAWS OF MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I

PURPOSE AND DUTIES

Section 1. **Purpose and Duties.** Market Lubbock Economic Development Corporation (the "Corporation") is a nonprofit corporation organized under the Texas Non-Profit Corporation Act (the "Act"). The Corporation was organized for the purpose of promoting, assisting and enhancing economic development for the City of Lubbock, Texas. The Corporation receives grants from the City of Lubbock (the "City") and other available sources and administers, utilizes, retains, invests, disburses and re-utilizes funds in accordance with any grant agreement associated therewith; and promotes the development of business interests with the City, by rendering financial and other assistance.

ARTICLE II

BOARD OF DIRECTORS

Section 1. **Powers, Number and Term of Office**

(a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, by the Texas Non-Profit Corporation Act, and by these Bylaws. The Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of ten (10) Directors, each of whom shall be appointed by the City Council (the "City Council") of the City of Lubbock, Texas. Directors shall meet the following qualifications:

(1) The candidate for appointment has served or is serving as the Chief Executive officer of a company; or

(2) The candidate for appointment has served or is serving in a position of executive management of a company; or

(3) The candidate for appointment is serving or has served the community in a professional capacity; or

(4) The candidate for appointment shall have experience equivalent to any of the above qualifications, and

(5) Nine (9) of the ten (10) Directors shall also be Directors of Lubbock Economic Development Alliance, Inc.

(6) The 10th director shall be appointed by the City Council from a list of candidate(s) (one or more) submitted by the Chairman of the Board and the CEO of the Corporation as a representative director from the Lubbock hotel and motel industry.

In considering each candidate for appointment, the governing body shall consider and give thought to each candidate's experiences, background, accomplishments and educational background.

(c) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Three (3) members of the first Board shall serve terms of two (2) years, and two members of the first Board shall serve terms of three (3) years. The respective terms of the initial Board shall be determined by the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and shall serve for three (3) years or until his or her successor is appointed as hereinafter provided.

(d) No member of the Board shall serve more than two (2) terms, which two (2) terms must be consecutive. All directors of the Corporation must reside in Lubbock County at the time of their appointment and throughout their term as director. Any additional Board members shall have staggered three (3) year terms as established by the existing Board of Directors.

(e) Any director may be removed from office by the City Council at will, by the affirmative vote of four (4) City Council Members.

(f) The City Council or their designees, the City Manager or his/her designee, and the City Attorney or his/her designee, may attend all meetings of the Board of Directors or Committees, provided, however, that they may not attend executive meetings, if the Corporation can demonstrate that such attendance would waive the attorney/client privilege protection of the Corporation's information. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meetings is accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Corporation.

(g) Regular attendance of the Board meetings is required of all members. The following number of absences may constitute the need for replacement of a member: three (3) consecutive absences, or attendance reflecting absences constituting 50% of the meetings over a twelve (12) month period. In the event replacement is indicated, the member will be counseled by the Chairman of the Board or the CEO. Unless the Chairman of the Board or the CEO get a commitment from the absentee director to remedy their attendance at Board meetings, and such is shown by the directors better attendance at such meetings, the Chairman of the Board or the CEO shall submit in writing to the City Secretary the fact that there is a need to replace the Board member in question.

(h) Any vacancy occurring among Directors of the Board shall be filled by appointment by the City Council.

Section 2. **Meetings.** The Board shall meet at least quarterly in the offices of the Corporation or at such other places within the City as the Board may from time to time

designate. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the secretary of the Board no later than ten (10) days prior to the date of the Board meeting. The Chairman of the Board shall set regular meeting dates and times at the beginning of his/her term.

The annual meeting of the Board of Directors shall be the Board meeting for the fourth (4^{th}) quarter meeting of the Board.

Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board of Directors or any two directors. The person or persons calling a special meeting shall give notice to the secretary of the information required be included in the notice of the meeting. The secretary shall give notice to the directors as required in these Bylaws.

Notice of any meeting of the Board shall be delivered to each director not less than three nor more than thirty days before the date of the meeting. The notice shall contain information regarding the particular time, date, and location of the meeting and agenda to be considered.

All meetings of the Board shall be held in the City of Lubbock, Texas.

Section 3. **Quorum.** Directors must be present in order to vote at any meeting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 4. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors of the Corporation. The Chairman shall direct the CEO of the Corporation, in the performance of the duties of the CEO as directed by the Board of Directors. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the Chairman may not execute instruments on behalf of the Corporation, if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the Bylaws, or statute. The chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of chairman.

(c) When the Chairman of the Board of Directors is absent, is unable to act, or refuses to act, the Vice Chairman shall perform the duties of the Chairman. When the Vice Chairman acts in place of the Chairman, the Vice Chairman shall have all the powers of and be subject to all the restrictions upon the Chairman. A Vice Chairman shall perform other duties as assigned by the Chairman or Board of Directors.

(d) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 5. **Committees of the Board.** The Board may appoint advisory committees to provide advice and counsel to the Board. Such committees may not exercise any authority of the Board. Such committees may include individuals who are not members of the Board, and no more than three (3) current members of the Board.

Each member of a committee shall continue as such until his or her successor on the committee is appointed, unless the committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors or such member has been removed from such

committee. Any committee member may be removed from committee membership by the Chairman, with Board approval, whenever in their judgment the best interests of the Corporation would be served by such removal.

Section 6. **Board's Relationship With Administrative Departments of the City.** Any request for services made to the administrative department of the City shall be made by the Board or its designee, or the CEO, in writing to the City Manager. The City Manager may approve such requests for assistance from the Board, or the CEO, when he/she finds such requested services are within the budget parameters previously approved by the City Council. The City Manager must also find that the requested services are available within the administrative departments of the City and that the Board, or the CEO, has agreed to reimburse the administrative department's budget for the costs of such services so provided.

Section 7. **Compensation of Directors.** Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereinunder.

Section 8. **Public Information Act.** The Corporation is subject to the Texas Public Information Act, as amended, Section 552.001 et. seq. Texas Government Code (the "Texas Public Information Act").

Section 9. **Annual Economic Development Activity Report.** The Corporation shall present to the City Council a report of all economic development activity conducted by the Corporation on an annual basis. The City Council, upon its request, may specify the scope, breadth and depth of the information to be provided by the Corporation in such a report.

Section 10. **Quarterly Reporting.** In addition to the annual economic development report, the Corporation shall report to the City Council, at a minimum, on a quarterly basis. A

briefing and list of all active prospects shall be provided to the City Council in executive session to the extent allowed by the Texas Public Information Act. The briefing shall include activities of the Corporation, including, but not limited to, all potential prospects, without specific identity, but identifying the industry, potential location, and number of jobs. In addition, the Corporation shall address its consideration of the impact on any local business from the providing of an incentive to any prospect. The City Council, in its sole discretion, may direct the Corporation to report to the City Council on a more frequent basis than quarterly.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a Chief Executive Officer, President, a first Vice President, a second Vice President, a Secretary and a Treasurer, and such other officers as the Board shall elect or appoint at each annual meeting of the Corporation. One person may hold more than one office, except that the President shall not hold the office of Secretary. Terms of offices of officers shall not exceed three (3) years. If there be no term of an officer exceeding one (1) year, such officer shall be elected or appointed annually by the Board.

(b) Officers shall be subject to removal from office at any time by a vote of a majority of the entire Board, unless otherwise governed by the terms of any agreement concerning their employment by the Corporation.

(c) A vacancy in the office of any officer shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chief Executive Officer. The CEO shall be the Chief Executive Officer of the Corporation. The CEO shall supervise and control all of the

business and affairs of the Corporation. The CEO shall execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the CEO may not execute instruments on behalf of the Corporation, if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directs, the Bylaws, or statute, including the Act. The CEO shall coordinate all staffing for all positions, including professional positions of employees of the Corporation as directed with the advice and consent of the Board of Directors. The CEO shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chief Executive Officer.

Section 3. **Powers and Duties of the President.** The President shall assist the CEO of the Corporation, and, subject to the paramount authority of the Board, the President shall be in general charge of the properties and affairs of the Corporation. The President shall report to the CEO.

Section 4. **First Vice President.** The first Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by the first Vice President, in the performance of the duties of the President, shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 5. **Second Vice President.** The second Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the first Vice President during that officer's absence or inability to act. Any action taken by the second Vice President in the performance of the duties of the President or first Vice President shall be conclusive evidence of the absence or inability to act of the President or first Vice President at the time such action was taken.

Section 6. **Treasurer.** The Treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the Treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The Treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The Treasurer shall, at the expense of the corporation, give such bond for the faithful discharge of his duties in such form and amount as the Board or the City Council may require.

The Board may appoint an assistant Treasurer, who shall have all the powers and duties as may be prescribed by the Board, and shall be able to exercise all of the powers of the Treasurer.

Section 7. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall, at all reasonable times, be open to public inspection, upon application at the office of the Corporation, during business hours, and shall in general perform all duties incident to the office of Secretary, subject to the control of the Board.

The Board may appoint an assistant Secretary, who shall have all the powers and duties as may be prescribed by the Board, and shall be able to exercise all of the powers of the Secretary.

Section 8. **Officers.** The officers of the Corporation may be named from among the members of the Board. The Treasurer, assistant Treasurer or any assistant Secretaries may, at the option of the Board, be employees of the City.

Section 9. **Compensation.** Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their duties hereunder. Other officers may be compensated as directed by the Board.

Section 10. **Other Employees.** The Corporation may employ full or part-time employees to carry out the programs of the Corporation. These employees shall perform those duties as are assigned to them by the Board and/or the CEO. The employees may be dismissed or terminated by the Board and/or the CEO.

Section 11. **Contracts for Services.** The intent of the Corporation is to keep the number of full-time employees of the Corporation to a minimum. The Corporation may contract for service whenever possible instead of employing individuals on a full-time basis. The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assit the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policymaking functions in discharging the duties herein above set forth.

ARTICLE IV

FUNCTIONAL CORPORATE DUTIES AND REQUUIREMENTS

Section 1. **General Development Plan.**

(a) The Board, in coordination with LEDA, shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City, proposed methods for the reduction of unemployment and underemployment, and the promotion of employment, through the expansion and development of a sound economic base for the City.

(b) The Board shall review and update the plan each year, prior to submission of the annual budget to the City Council.

Section 2. **Annual Corporate Budget.** At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by resolution of the City Council.

The Board may make expenditures within the total budget amount approved by the City Council so long as such expenditures 1) do not increase the total budget amount previously approved by the City Council, and 2) do not increase any single fund or budget classification by more than ten (10) percent.

Section 3. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, corporate funds, activities, and affairs.

(b) At the request of the Corporation and with the approval of City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountant, staff and personnel of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services only.

(c) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Corporation and approved by the City Council. Such audit shall be at the expense of the Corporation and shall be a certified audit.

Section 4. Deposit and Investment of Corporate Funds.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.

(b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation, upon the signature of its Treasurer and such other persons as the Board shall designate. The Corporation will ensure that the investment of such funds and accounts shall be performed in accordance with the Texas Public Funds Investment Act, as amended, Section 2256.001 et. seq. Texas Government Code (the "Texas Public Funds Investment Act").

(c) At the request of the Corporation and with the approval of the City Council, the monies of the Corporation may be deposited, secured and/or invested for the Corporation by the accountant, staff and personnel of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services only.

Section 5. Expenditures of Corporate Money.

(a) The monies of the Corporation, including monies derived from the City, other grants, the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, and the proceeds from the sale of property, may be expended by the Corporation for any of the purposes authorized by its Articles of Incorporation, these Bylaws, the Act, and applicable income tax law, subject to the following limitations:

(i) Expenditures of monies may be used for the purposes of the Corporation. The specific expenditures shall be described in a budget or resolution or order of the Board and shall be made only after the approval thereof by the City Council by a resolution. The Corporation, at the time the City Council considers the resolution, shall provide to the City Council information concerning the activities of the Corporation and the identity of any entity receiving an incentive, the number of jobs to be generated, the amount of the incentive and the economic impact on the Lubbock economy and any other information requested by the City Council in regard to the proposed expenditure. If approved, the resolution shall satisfy the requirement of approval of the expenditure by the City Council; and

(ii) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. **Uncommitted and Unexpended Funds.** Any uncommitted or unexpended funds remaining at the end of a fiscal year shall be retained by the Corporation and considered a part of the Corporation's fund balance. Such funds may be expended by the Corporation in the future for any purpose allowed under these Bylaws and the laws governing the Corporation.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. **Principal Office.**

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.

(b) The Corporation shall have and shall continually designate a qualified registered agent at its registered office, as required by the Act.

Section 2. **Fiscal Year.** The fiscal year of the Corporation shall be the same as the same fiscal year of the City.

Section 3. **Seal.** The seal of the Corporation shall be as determined by the Board.

Section 4. **Resignations.** Any Director or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the CEO, President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. **Approval or Advice and Consent of City Council.** To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by the City Council.

Section 6. **Services of City Staff and Officers.** Subject to the paramount authority of the City Council under the Charter of the City, the Corporation shall have the right to utilize the services of the City Manager, the City Secretary, and the staff and employees of the Finance Department of the City, provided (i) that the Corporation shall pay reasonable compensation to the City for such services, and (ii) the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 7. **Indemnification of Directors, Officers and Employees.**

(a) Deleted.

(b) The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. To the extent not in conflict with the Act, the Texas Non-Profit Corporation Act, , the Articles of Incorporation of the Corporation, and these Bylaws, such indemnification shall be governed by the following, to-wit:

(i) the Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this Section,

an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interest. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter, if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(ii) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation, in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(iii) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation, in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(iv) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of

the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Paragraph (i) above.

(v) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Corporation, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(vi) If the Corporation indemnifies a person under the Bylaws, the person may be indemnified against judgment, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

(vii) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation shall specifically determine that indemnification is permissible, authorized indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Paragraph (ix) below. The Corporation may make these determinations and decisions by any one of the following procedures:

(a) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(b) If such a quorum cannot be obtained by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two (2) or more directors, who at the time of the vote are not named defendants or respondents in the proceeding.

(c) Determination by special legal counsel selected by the Board of Directors by vote as provided in Paragraph (a) or (b) above, or if such a quorum cannot be obtained and such a committee cannot be established by a majority vote of all directors.

(viii) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Paragraph (vii)(c) above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a Resolution of the Board of Directors that requires the indemnification permitted above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(ix) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not preclude indemnification and the Corporation receives a written affirmation and undertaking from the person to be indemnified. The determination that

the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Paragraph (vii) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation, if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. **Effective Date.** These Bylaws shall become effective upon the occurrence of the following events:

(1) the approval of these Bylaws by the City Council; and

(2) the adoption of these Bylaws by the Board.

Section 2. **Amendments to Articles of Incorporation and Bylaws.** The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act and must be approved by the City Council to become effective.

Adopted by the Board of Directors on the 23rd day of July, 2013.

Approved by Lubbock City Council on ___ day of____, 2013.

Regular City Council Meeting **5. 17.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Transit: Consider a resolution authorizing the Mayor to execute an amendment to a Texas Department of Transportation (TxDOT) Section 5304 Grant, contract 10965, for the Citibus fixed route study.

Item Summary

The TxDOT Section 5304 planning grant in the amount of $100,000, was approved by the City Council at the October 11, 2012 meeting for grant funds for a fixed route study. 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 under served areas. The contract became effective when fully executed by both parties, and shall remain in effect until September 31, 2013.

Citibus staff anticipates that it will take until December 31, 2013, to complete the work related to this grant project and have the City take action, if necessary, on the final report and findings of the fixed route study. Therefore, TxDOT has extended the Section 5304 grant until December 31, 2013.

Fiscal Impact

Acceptance of this grant amendment will result in no additional cost to the City.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - TxDOT

Amendment - TxDOT

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement dated October 17, 2012 for Citibus fixed route study, by and between the City of Lubbock and the Texas Department of Transportation, 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:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Citibus-Amend #1Section 5304 Grant
July 23, 2013

PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
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 §

PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **City of Lubbock (Citibus)** , called the "Transit Provider".

WITNESSETH

WHEREAS, the State and the Transit Provider executed a project grant agreement on **October 17, 2012** and,

WHEREAS, it has become necessary to amend that project grant agreement;

NOW THEREFORE, the State and the Transit Provider do agree as follows:

AGREEMENT

1. **Description of Amended Items**

   The termination date of the grant agreement is changed from September 30, 2013 to December 31, 2013.

   All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect.

2. **Incorporation of Master Grant Agreement (MGA) Provisions**
   This amendment incorporates all of the governing provisions of the MGA in effect on the date of final execution of this amendment, unless an exception has been made by the terms of this PGA.

3. **Signatory Warranty**
   Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AMENDMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

_____
Signature

Glen C. Robertson
Typed, Printed, or Stamped Name

Mayor
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

Lynn Castle

Public Transportation Coordinator
Title

_____
Date

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

Regular City Council Meeting **5. 18.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Transit: Consider a resolution authorizing the Mayor to execute an amendment to contract 9733, a Texas Department of Transportation (TxDOT) Section 5311(f) grant, for renovation/expansion of the Downtown Transfer Plaza.

Item Summary

The TxDOT Section 5311(f) rural public transportation grant, in the amount of $46,088, was approved by the City Council at the October 13, 2011 meeting. The funds will be used for Phase 3 and Phase 4 of the Downtown Transfer Plaza renovation/expansion project. The Downtown Transfer Plaza needs to be expanded to allow for adequate space to conduct Greyhound services. Citibus is the local agent for Greyhound. The City of Lubbock has been awarded this grant due to the Downtown Transfer Plaza being a multi-modal facility that services both public transportation buses and over-the-road coaches that serves the citizens in outlying/rural communities. TxDOT did not award enough to fund Phase 3 and 4 of the project. The funds from this grant will be combined with the funds from the FY 2012-13 Section 5311(f) grant to complete the tasks listed in Phase 3 of the project. The contract became effective when fully executed by both parties, and shall remain in effect until August 31, 2013.

It took several months to get the FY 2012-13 Section 5311(f) grant changed in order to allow it to be used for Phase 3 of the project. This delayed the project's start; therefore, TxDOT has extended the FY 2011-12 Section 5311(f) grant until January 31, 2014.

Fiscal Impact

Acceptance of this grant amendment will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Amendment 1 DTP

Extension Amendment for DTP

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Agreement dated October 18, 2011 for improvements to the Downtown Transfer Plaza Renovation, by and between the City of Lubbock and the Texas Department of Transportation, 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:

_____
Bill Howerton, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Citibus-Amend #1Section 5311f Grant
July 23, 2013

PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
TRANSIT PROVIDER: **Lubbock, City of**
FTA GRANT #: **TX-18-X033**
CFDA #: **20.509**
TXDOT PROJECT #: **ICB 1201 (05) 33**
PROJECT GRANT AGREEMENT #: **51205F7072**
MASTER GRANT AGREEMENT #: **512XXF7081**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT # 1

THIS AMENDMENT 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, the State and the Transit Provider executed a project grant agreement on **October 18, 2011**; and,

WHEREAS, it has become necessary to amend that project grant agreement;

NOW THEREFORE, the State and the Transit Provider do agree as follows:

AGREEMENT

1. **Description of Amended Items**

   This amendment also extends the end date shown in ARTICLE 1. GRANT TIME PERIOD of the grant agreement to **January 31, 2014**.

   All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect. This amendment becomes effective on the later date of full execution by both parties.

2. **Incorporation of Master Grant Agreement (MGA) Provisions**
   This amendment incorporates all of the governing provisions of the MGA in effect on the date of final execution of this amendment, unless an exception has been made by the terms of this PGA.

3. **Signatory Warranty**
   Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AMENDMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

_____
Signature

Glen C. Robertson
Typed, Printed, or Stamped Name

Mayor
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

Lynn Castle
Typed, Printed, or Stamped Name

Public Transportation Coordinator
Title

_____
Date

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

Regular City Council Meeting **5. 19.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute purchase order contract 27106962 with Urban Transportation Associates (UTA), for the purchase of an automatic passenger counter system, RFP 13-11363-DG.

Item Summary

The purchase order contract with UTA is for the supply, service, warranty, and installation of automatic passenger counters and all bus-associated hardware in four transit buses. Additionally, UTA will pre-wire four more buses to accept additional counters, when needed. The contract also includes the installation of software, computer equipment and communication equipment needed for the automatic passenger counters. The equipment is needed for the analysis of passenger boardings and load trends on fixed routes and Texas Tech University service. This will show trends that cannot be found in any other manner and place it into a useable database. The passenger counters will also provide valuable information for the fixed route study that is in progress at this time.

Staff recommends purshase order contract award to the sole respondent, Urban Transportation Associates of Cincinnati, Ohio, for $90,248. UTA has been highly recommended by other transit agencies and contractors.

Fiscal Impact

The cost of the automatic passenger counters is included in the FY 2013 Citibus budget. The contract will not exceed $90,248.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & PO - UTA

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27106962 for the purchase of an automatic passenger counter system as per RFP 13-11363-DG, by and between the City of Lubbock and Urban Transportation Associates of Cincinnati, Ohio, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Urban Transportation-PurchaseOrd
July 24, 2013

citibus
We go wherever life takes you >

Page - 1
Date - 07/24/2013
Order Number 27106962 000 OP
Branch/Plant 271

TO:
URBAN TRANSPORTATION ASSOCIATES INC
4240 AIRPORT RD SUITE 212
CINCINNATI Ohio 45212

SHIP TO:
CITIBUS
PO BOX 2000
LUBBOCK Texas 79457

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

BY: _____
Marta Alvarez, Director of Purchasing and Contract Management

Ordered 08/08/2013 Freight
Requested 09/09/2013 Taken By D GAMBOA
Delivery PER KENNEDY_P REQ 41829 RFP 13-11363-DG

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Automatic Passenger Counter System	1.000	90,248.0000	LS	90,248.00	09/09/2013
Installation/Training				Total Order	
Terms NET DUE ON RECEIPT				90,248.00	

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Automotive Liability- Combined Single limit for Any Auto – $1,000,000	Worker's Compensation – Statutory Amounts or Employer's Liability and/or Occupational Medical and Disabilities. Copies of endorsements are required.
City of Lubbock is named as an additional insured on a primary and non contributory basis with a Waiver of subrogation in favor of the City of Lubbock on all coverages. To include products of completed operations endorsements.	

This purchase order encumbers funds in the amount of $90,248 and is awarded to Urban Transportation Associates, Inc. of Cincinnati, Ohio on August 8, 2013.. The following is incorporated into and made part of this purchase order by reference: RFP 13-11363-DG. Price quotation dated July 11, 2013 from Urban Transportation Associates Inc., from Cincinnati, Ohio. Resolution#_____

CITY OF LUBBOCK: ATTEST:

Glen C. Robertson, Mayor Rebecca Garza, City Secretary

City of Lubbock, TX
Purchasing & Contract Management
RFP 13-11363-DG
Automatic Passenger Counter System (APC)

PROPOSAL PRICE SHEET

Proposer's Name: Urban Transportation Associates, Inc. (UTA)

1. Model of APC System: UTA Model 30 Standalone

2. Cost of Base Unit Complete Installation:

- Controller, Model 30, Wifi – APC Units (1,675 x 4) $ 6,750 Base Station

3. Wire Eight Buses for APC Installation (2849 x 8) 22,792

4. Install four APC Units, wiring/monitoring (2398 x 4) 10,356
on four buses.

List any additional costs:

1. APC Reporting Software
- Data Transfer Module 1,900
- Diagnostic Module 4,500
- Automated Assignment Module 4.500
- File Creation (Matching/Correlation) 11,500
- Report Generation (60+) 10,750
- IBM/SPSS (1/Site) 6,200
- NTD Statistical/Reporting Module 6,500

Total APC Software Cost 45,850

2. APC Training and Documentation 4,500
- Training – On-Site Training for 1 – 2 days
One-on-one or group training (Site Dependent)
Documentation refers to all APC reports

Overall Total $ 90,248

Prepared by: Thomas W. Kowalski

Title: President/CFO

Regular City Council Meeting **5. 20.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Transit: Consider a resolution authorizing the Mayor to execute purchase order contract 27106858 with Reeder Distributors, Inc., for the purchase of hydraulic heavy duty wheel lifts, ITB 13-11261-DG.

Item Summary

The purchase order contract will provide four sets of heavy duty hydraulic wheel lifts for the service pits at the Citibus maintenance facility.

The current service pits are not OSHA compliant but grandfathered. The pits are deteriorating and are in need of repair and or removal. Since the cost to repair and bring the pits to current OSHA standards would be cost prohibitive the choice was made to go with heavy duty hydraulic wheel lifts. Additionally with the age of the Citibus facility it makes good economic sense to purchase the lifts which will have a useful life of over ten years and can be moved at very little cost to a new facility

Bids were received from the following contractors

Interstate Lift & Equipment Co Inc. of Niles, MI	$115,600*
Reeder Distributors, Inc of Fort Worth, TX	134,332
Gray Manufacturing Company Inc. of St. Joseph, MO	135,980

* Wired lifts.

Staff recommends purchase order contract award to Reeder Distributors, Inc., of Fort Worth, Texas in the amount of $134,332 for wireless units. The wireless lifts are needed so that there will not be a need to install additional electrical outlines, the mechanics will have no large power cords to deal with to plug in or as a trip hazard, and the adjustable ends will allow the lifts to be used on various size vehicles.

Fiscal Impact

The heavy duty wheel lifts will be 100% funded by a Federal Transit Administration (FTA) grant and TxDOT transportation development credits. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Quincy White, Assistant City Manager

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27106858 for the purchase of hydraulic heavy duty wheel lifts as per ITB 13-11261-DG, by and between the City of Lubbock and Reeder Distributor, Inc. of Fort Worth, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

vw:ccdocs/RES.Reeder Distributor-PurchaseOrd
July 12, 2013

citibus
We go wherever life takes you >

Page - 1
Date - 07/11/2013

PURCHASE ORDER

Order Number 27106858 000 OP
Branch/Plant 271

TO:

REEDER DISTRIBUTORS INC
5450 WALBARGER ST
FT WORTH Texas 76119

SHIP TO:

CITIBUS
PO BOX 2000
LUBBOCK Texas 79457

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

BY: _____
Marta Alvarez, Director of Purchasing and Contract Management

Ordered 08/08/2013 Freight

Requested 08/23/2013 Taken By D GAMBOA

Delivery PER KENNEDY_P REQ 41423 ITB 13-11267-DG

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Stertil Koni 1082 FWA Lifts	4.000	33,583.0000	EA	134,332.00	08/23/2013

Total Order

Terms NET 30 DAYS 134,332.00

This purchase order encumbers funds in the amount of $134,332 and is awarded to Reeder Distributors, Inc. of FT. Worth, Texas on August 8, 2013.. The following is incorporated into and made part of this purchase order by reference: ITB 13-11261-DG. Price quotation dated May 1, 2013 by Reeder Distributors, Inc. from FT. Worth, Texas. Resolution#_____

CITY OF LUBBOCK: **ATTEST:**

_____ _____

Glen C. Robertson, Mayor **Rebecca Garza, City Secretary**

BID FORM
Hydraulic Portable Heavy Duty Wheel Lifts
City of Lubbock, Texas
ITB No. 13-11261-DG

In compliance with the **Invitation to Bid 13-11261-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11261-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	4	EA	Four (sets/posts) of portable end wheel lifts that are Hydraulically Lifted. Screw lifts will not be an approved equal. Lifts must be single phase 220 volt, 110 volt rechargeable, no three phase. Lifting Capacity of 16,000 lbs to 18,000 lbs. Wired and or Wireless design accepted. Must come with a Manufacturer Warranty.	$ 33,583	$134,332	[redacted] 14
2.	~~2~~	~~Annual~~ lift inspection		~~$1450~~	~~$2900~~	
Model Type/Number : ST 1082 FWA					$134,332	
				Total Cost	$ ~~137,232~~	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** [redacted] 14 **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for Hydraulic Portable Heavy Duty Wheel Lifts with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Reeder Distributors, Inc corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Reeder Distributors, Inc

Address: 5450 Wilburger St.

City: Fort Worth State: TX Zip 76119

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By _____ Date: 4-30-13
Authorized Representative - must sign by hand

Officer Name and Title: Trey Taylor Heavy Duty Sales Rep
Please Print

Business Telephone Number 917 682 4958 FAX: 817 457 3348

E-mail Address: treytardinc.us

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*: _____ Date P.O./Contract Issued: _____

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

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

BID FORM
Hydraulic Portable Heavy Duty Wheel Lifts
City of Lubbock, Texas
ITB No. 13-11261-DG

Jn compliance with the **Invitation to Bid 13-11261-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11261-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

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2.	~~2~~	~~Annual~~ lift inspection		~~$1450~~	~~$2900~~	
Model Type/Number : ST 1082 FWA					$134,332	
				Total Cost	$ ~~137,232~~	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** [illegible] 14 **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for Hydraulic Portable Heavy Duty Wheel Lifts with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

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

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

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
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Firm: Reeder Distributors, Inc

Address: 5450 Wilburger St.

City: Fort Worth State: Tx Zip 76119

Bidder acknowledges receipt of the following addenda:

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

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

Regular City Council Meeting **5. 21.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to approve amendment 12 to the Architectural and Engineering Agreement 9002 between the City and Parkhill Smith & Cooper, Inc., for LBB Runway 17R-35L Phase 1 Relocate Perimeter Road Project at Lubbock Preston Smith International Airport.

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 12 provides architectural, engineering and resident project representative (RPR) services for the Runway 17R-35L Phase 1 relocate perimeter road project. The project will relocate a portion of the interior perimeter road at the airport to meet current airport design criteria. Work will consist of removing a section of asphalt road pavement and constructing 6,100 feet of new asphalt pavement; relocation of a portion of airport perimeter fence; and relocation of electric service for navigational equipment.

Lump Sum Fee for Construction RPR Services	$176,575
Reimbursable Fee for Construction Period Surveying	9,500
Reimbursable Fee for Construction Testing	64,400
Total	$250,475

Fiscal Impact

$1,563,321 is appropriated in Capital Improvement Project 92284, Runway 17R/35L Rehab Construction, and an additional $382,184 is included in a budget amendment on this agenda for a total appropriation of $1,945,505. $250,475 is available for this purpose.

Staff/Board Recommending

James W. Loomis, Acting City Manager
Airport Advisory Board

Attachments

Resolution & Amendment 12 - Airport
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. 12 to that certain Agreement for Professional Services dated January 14, 2010 for LBB Runway 17R-35L Phase 1 – Relocate Perimeter Road at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Parkhill Smith & Cooper, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James W. Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #12 Agrmt-Parkhill Smith & Cooper
May 23, 2013

PARKHILLSMITH&COOPER

May 22, 2013

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. 12** to Agreement for Professional Services,
LBB Runway 17R-35L Phase 1 – Relocate Perimeter Road

Dear Mr. Loomis:

As requested, we have prepared Amendment No. 12 for construction phase and Resident Project Representative (RPR) services related to the referenced project. The scope of the project is as defined in PSC plans dated 4/26/2013, including all addenda issued prior to bidding. PSC's scope includes full-time RPR assistance throughout the entire duration of the project. The fee corresponds with the allotted construction contract time of **163 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)	$176,575
Task 2SUR -	Reimbursable Fee for Construction Period Surveying (PSC Subs)	$9,500
Task 3TST -	Reimbursable Fee for Construction Testing (PSC Subs)	$64,400
TOTAL		**$250,475**

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, Task 2, and Task 3 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 1-3) Services shall not exceed $250,475 without Owner's approval. Additional services related to Tasks 1-3 will be provided in accordance with EXHIBIT B – PAYMENTS TO THE ENGINEER, PARAGRAPH B4.02.

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/res
Enclosures
\\Data1\Projects\2013\2719.13\ADMIN\CONTRACTS\FINAL\contract amendment 12.doc

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE:	01
PROJECT NAME:	LBB Runway 17R-35L Phase 1
JOB NO.:	1271913
TASK:	1CST
DATE:	05/21/13
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%

$176,575

TOTAL FEE:	$176,577	LABOR:	$171,307
LABOR:	$171,307	DIRECTS:	$5,270
OVERHEAD:		SUBTOTAL:	$176,577
REIMB. CONSULTANTS:			
REIMB. EXPENSES:		REIMB. FEE:	
DIRECT CONSULTANTS:			
DIRECT EXPENSES:	$4,583	TOTAL FEE:	$176,577

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	10	$1,870
01	Firm Principal	119	$18,802
03	Engineer	167	$20,374
10	A/E Student	87	$3,654
11	Resident Project Representative	1,181	$121,643
07	Engineer in Training	68	$4,964
18	Clerical		

FEE ESTIMATING SHEET PROJECT: 3B Runway 17R-35L Phase JOB NO.: 1271913 TASK: 1CST

SALARY		CATEGORY OF PERSONNEL RATE PER HOUR							
TASK	Trips	FP 01 $187.00	FP 01 $158.00	ENG 03 $122.00	A/E STUD 10 $42.00	RPR 11 $103.00	EIT 07 $73.00	CLERICAL 18 $73.00	TOTAL
Construction Phase Base Bid									
Bidding Phase									
Coordinate Bidding with City Purchasing	1		4		2		2		8
Conduct prebid meeting	1		2	2			1		5
Prepare addenda and answer questions			3		6		3		
Attend bid opening	1		2	2					4
Review bids/make recommendation			2	2			2		6
Construction Phase									
Conduct preconstruction meeting	1		2	3		2	2		9
Progress meetings (assume 1 per every 2 weeks)	9		18	18			18		54
Site visit (2/week for 19 weeks)	38	8	28	40	8				84
Field questions from contractor		2	40	40	15				97
Review submittals			2	8	8		8		26
Prepare pay applications			6	12			12		30
Final walkthrough and punchlist	1		4	8			4		16
Prepare closeout documentation			4	24	24		16		68
Record drawings			2	8	24				34
Upload project into AGIS (not included in scope. To be addressed at end of runway/taxiway project)									
RPR									
Full time - 133 calendar days to substantial completion	125					931			931
Full time - 30 calendar days to final completion	25					168			168
10 days pre/post time						80			80
BUDGET SUBTOTALS: HOURS/ Trips - 202		10	119	167	87	1181	68		1632
SALARY		$1,870	$18,802	$20,374	$3,654	$121,643	$4,964		$171,307

FEE ESTIMATING SHEET DIRECTS	PROJECT:	LBB Runway 17R-35L Pha	JOB NO.:	1271913	TASK:	1CST	
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	@	202 Trips		=	$3,888.50
					SUBTOTAL		$3,889
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		CD/DVD @	$13.50	/each		=	
Scan Specs		Originals @	$0.15	/Sht		=	
Scan Drawings		Originals @	$1.50	/Sht		=	
					SUBTOTAL		$238
623 Models/Renderings/Photos			Shots @		/Shot		
624 Telephone	50 Calls @	$2.00	/Call				$100
625 Meals	Days @		Men @		/Manday		
626 Field Supplies							
628 Postage	50 Mailings @	$2.00	/Mailing				$100
629 Publications							
630 Misc Reimbursable Exp							
631 Fax	Pages @						
632 Temporary Personnel							
633 Drafting Supplies							
634 Office Supplies							
635 CADD	32 Hours @	$8.00	/Hour				$256
636 Field Equip Rental							
636 Interior Design Items							
636 NM Gross Receipt Tax							
647 Computer Supplies							
					TOTAL DIRECT EXPENSES		$4,583

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
PROJECT NAME: LBB Runway 17R-35L Phase 1
JOB NO.: 1271913
TASK: 2SUR
DATE: 05/21/13

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%

$9,500

TOTAL FEE:	$9,488	LABOR:	
LABOR:		DIRECTS:	
OVERHEAD:		SUBTOTAL:	
REIMB. CONSULTANTS:	$8,250		
REIMB. EXPENSES:		REIMB. FEE:	$9,488
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$9,488

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 REIMBURSABLES	PROJECT:	LBB Runway 17R-35L Phas	JOB NO.: 1271913	TASK:	2SUR

REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 LBB Airfield Asphalt Repair P2							
513 1271812							
514 2S&T							
515 Testing Consultant							
516 Surveying Consultant				Stevens Surveying			$8,250
518 Other Consultant							
				TOTAL REIMBURSABLE CONSULTANTS			$8,250
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		

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
PROJECT NAME: LBB Runway 17R-35L Phase 1
JOB NO.: 1271913
TASK: 3TST
DATE: 05/21/13

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%

$64,400

TOTAL FEE:	$64,400	LABOR:	
LABOR:		DIRECTS:	
OVERHEAD:		SUBTOTAL:	
REIMB. CONSULTANTS:	$56,000		
REIMB. EXPENSES:		REIMB. FEE:	$64,400
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$64,400

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 REIMBURSABLES	PROJECT:	LBB Runway 17R-35L Pha	JOB NO.:	1271913	TASK:	3TST	
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 Structural Consultant							
512 LBB Airfield Asphalt Repair P2							
513 1271812							
514 2TST							
515 Testing Consultant				Terra Testing			$56,000
516 Surveying Consultant							
518 Other Consultant							
				TOTAL REIMBURSABLE CONSULTANTS			$56,000
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		

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2013

Client: City of Lubbock, TX
Project: LBB Runway 17R-35L Phase 1
Agreement Date: 5/21/2013

January 1, 2013

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	$187.00
Engineer VII	
Architect VII	
Landscape Architect VII	
Interior Designer VII	
PROFESSIONAL LEVEL VI	$158.00
Engineer VI	
Architect VI	
Landscape Architect VI	
Interior Designer VI	
PROFESSIONAL LEVEL V	$141.00
Engineer V	
Architect V	
Landscape Architect V	
Interior Designer V	
PROFESSIONAL LEVEL IV	$122.00
Engineer III, IV	
Architect IV, Intern (Architect) IV	
Landscape Architect IV	
Interior Designer IV	
Technologist IV	
Resident Project Representative IV	
PROFESSIONAL LEVEL III	$103.00
Engineer I/II	
Architect III, Intern (Architect) III	
Landscape Architect III	
Intern (Landscape Architect) III	
Interior Designer III	
Technologist III	
Resident Project Representative III	
PROFESSIONAL LEVEL II	$91.00
Intern (Architect) II	
Interior Designer II, Intern (Interiors) II	
Landscape Architect II	
Technologist II	
Resident Project Representative II	
Clerical Supervisor II	

Classification	Hourly Rate
PROFESSIONAL LEVEL I	$83.00
Intern (Architect) I	
Intern (Interiors) I	
Intern (Landscape Architect) I	
Technologist I	
Resident Project Representative I	
Clerical Supervisor I	
SUPPORT STAFF III	$80.00
Engineering Technician III, IV	
CADD III, IV	
Administrative Secretary III	
Architect Technician III, IV	
Project Assistant I/II	
SUPPORT STAFF II	$73.00
Architect Technician I, II	
Engineering Technician I, II	
CADD I, II	
Accounting Clerk I, II	
Administrative Secretary I, II	
Project Assistant EL	
Word Processor I, II	
Receptionist I, II	
File Clerk I	
SUPPORT STAFF I	$42.00
Architectural Student EL	
Engineering Student EL	
Landscape Architecture Student EL	
Interiors Student EL	
CADD EL	
Accounting Clerk EL	
Word Processor EL	
Receptionist EL	
File Clerk EL	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2013 through December 31, 2013. After December 31, 2013, invoices will reflect the Schedule of Charges currently in effect.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2012

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

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

PRODUCER
CECIL-DUNN INSURANCE AGENCY
P. O. BOX 3870
4120 AVENUE Q
LUBBOCK TX 79452-

CONTACT NAME: Jim Zachary
PHONE (A/C, No, Ext): (806) 747-3404 FAX (A/C, No): (806) 747-1527
E-MAIL ADDRESS: jimzachary@cecildunninsurance.com
PRODUCER CUSTOMER ID #: Parkhill, Smith & Cooper Inc.

INSURED
Parkhill, Smith & Cooper Inc.

4222 85th Street

Lubbock TX 79423-

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	Travelers Indemnity Co.	25658
INSURER B	Travelers Lloyds Insurance Co.	41262
INSURER C		
INSURER D		
INSURER E		
INSURER F		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	Y	Y	PACP-3C240454	09/30/2012	09/30/2013	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR				/ /	/ /	MED EXP (Any one person)	$ 10,000
					/ /	/ /	PERSONAL & ADV INJURY	$ 1,000,000
					/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				/ /	/ /	PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC				/ /	/ /		$
A	AUTOMOBILE LIABILITY	Y	Y	BA-3C32865A	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO				/ /	/ /	BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS				/ /	/ /	BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS			$100 Deductible - Comp	/ /	/ /		$
	X NON-OWNED AUTOS			$500 Deductible - Coll.	/ /	/ /		$
	X Leased				/ /	/ /		$
A	UMBRELLA LIAB X OCCUR	Y	Y	CUP-003C990923	09/30/2012	09/30/2013	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE				/ /	/ /	AGGREGATE	$ 5,000,000
	DEDUCTIBLE				/ /	/ /		$
	X RETENTION $ 10,000				/ /	/ /		$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	XK-UB-3975T58-9-12	09/30/2012	09/30/2013	WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A				/ /	/ /	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					/ /	/ /	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
					/ /	/ /		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

( ) - ( ) -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2013

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway, Suite 220 Dallas TX 75240	CONTACT NAME: Joseph A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th St. Lubbock TX 79423	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 18423 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	N	Y	DPR9706058	1/10/2013	1/10/2014	Per Claim	$ 2,000,000
							Annual Aggregate	$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to the deductible.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

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City of Lubbock, Texas
Capital Project
Project Cost Detail
August 8, 2013

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

	Budget
Encumbered/Expended	
RFP Printing Charges	$ 878
Advertising & Promotion	163
Kutchins & Groh, LLC	3,313
Agenda Item August 8, 2013	
West Texas Paving, Inc.	1,685,030
Parkhill Smith & Cooper - Amendment 12	250,475
Encumbered/Expended To Date	1,939,859
Estimated Costs for Remaining Appropriation	
Contingency	5,646
Remaining Appropriation	5,646
Total Appropriation	$ 1,945,505

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

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

Project Justification

Portions of the pavement surfaces on Runway 17R/35L are more than 30 years old and showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA regulations and avoid disruption to air service.

Project History

The project is included in the Airport Master Plan, approved by the City Council in March 2007.

$21,303,060 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced funding by $19,739,739 in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-O0119, October 25, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,563,321	0	0	0	0	0	0	1,563,321
Total Project Appropriation	1,563,321	0	0	0	0	0	0	1,563,321

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
Federal Grant Funding	1,406,989	0	0	0	0	0	0	1,406,989
FY 2011 PFC Revenue CO's	156,332	0	0	0	0	0	0	156,332
Total Funding Sources	1,563,321	0	0	0	0	0	0	1,563,321

Regular City Council Meeting **5. 22.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11290 for Lubbock Preston Smith International Airport Runway 17R-35L Phase 1 Relocate Perimeter Road Project, with West Texas Paving, Inc. ITB-13-11290-DT.

Item Summary

This project will relocate a portion of the interior perimeter road at the airport to meet current airport design criteria. Work will consist of removing a section of asphalt road pavement and constructing 6,100-feet of new asphalt pavement; relocation of a portion of airport perimeter fence; and relocation of electric service for navigational equipment.

Bids were received from the following contractors:

West Texas Paving, Inc. of Lubbock, TX	$1,685,030
Duininck, Inc. of Roanoke, TX	1,921,232

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures maybe more or less depending on actual quantities installed. The price per unit will not change. The total project is to be substantially complete within 133 calendar days and final completion shall occur within 163 calendar days following notice to proceed.

Staff recommends contract award to the low bidder, West Texas Paving, Inc. of Lubbock, TX for $1,685,030.

Fiscal Impact

$1,563,321 is appropriated in Capital Improvement Project 92284, Runway 17R/35L Rehab Construction, and an additional $382,184 is included in a budget amendment on this agenda for a total appropriation of $1,945,505. $1,685,030 is available for this purpose.

Staff/Board Recommending

James W. Loomis, Interim City Manager
Airport Advisory Board

Attachments

Resolution & Contract - West Texas Paving
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.11290 for Lubbock Preston Smith International Airport Runway 17R-35L Phase 1-Relocate Perimeter Road, by and between the City of Lubbock and West Texas Paving, 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:

_____
Kelly Campbell, Interim Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-West Texas Paving
June 6, 2013

BID SUBMITTAL
UNIT PRICE BID CONTRACT

DATE: 5/21/13

ITB: **13-11290-DT - LUBBOCK PRESTON SMITH INTERNATIONAIRPORT RUNWAY 17R-35L PHASE 1 – RELOCATE PERIMETER ROAD**

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 RUNWAY 17R-35L PHASE 1 – RELOCATE PERIMETER ROAD**, 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	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Item P-140, Contractor Mobilization (8% of total bid maximum)	LS	1	$ 134,500.00	$ 134,500.00
2	Item P-101, Remove and Dispose of 4" HMAC, 8" Base	SY	17,980	$ 6.00	$ 107,880.00
3	Item P-101, Remove and Dispose of Miscellaneous Concrete Pavement	SY	580	$ 25.00	$ 14,500.00
4	Item P-101, Remove and Dispose of 7" P-501 Concrete Pavement	SY	300	$ 25.00	$ 7,500.00
5	Item P-151, Clearing and Grubbing	AC	4	$ 2000	$ 8000.00
6	Item P-152-4.1, Excavation	CY	9,270	$ 5.00	$ 46,350.00
7	Item P-152-4.6, Stockpiled Material	CY	3,230	$ 8.00	$ 25840.00
8	Item P-152-4.7, Embankment in Place	CY	6,040	8.00	48,320.00
9	Item P-152-4.8, Grading and Topsoil in Unpaved Areas,	SY	70,200	$ 3.00	$ 210,600.00
10	Item P-152-4.9, Grading and Subgrade Preparation (one 6" lift)	SY	19,940	$ 3.00	$ 59,820.00
11	Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control	LS	1	$ 20,000.00	$ 20,000.00
12	TxDOT Item 247 Type A, Grade 2 Flexible Base (6" thickness"	SY	20,030	$ 10.00	$ 200,300.00

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
13	TxDOT Item 247 Type A, Grade 2 Flexible Base (8" thickness)	SY	240	$ 12	$ 2880
14	TxDOT Item 341 Ty C (2" thickness)	TON	1,920	$ 130	$ 249,600
15	TxDOT Item 341 Ty C (3" thickness)	TON	100	$ 130	$ 13000
16	TxDOT Item 341 Ty C (5% maximum bonus). Contractor shall determine based on 0.5 x (Bid Item 14 and Bid Item 15).	LS	1	$ 13,130	$ 13,130
17	Item P-501, Portland Cement Concrete Pavement (7" thickness)	SY	340	$ 90	$ 30,600
18	Item P-501, Portland Cement Concrete Pavement (6" thickness)	SY	750	$ 85	$ 63,750
19	Item P-501, Portland Cement Concrete Pavement (24" sawtooth curb and gutter)	LF	120	$ 15	$ 1,800
20	Item P-602, Bituminous Prime Coat, including herbicidal treatment	GAL	5,240	$ 6	$ 31,440
21	Item P-603, Bituminous Tack Coat	GAL	2,620	$ 5	$ 13,100
22	Item F-162, Demolition of Chain-Link Fence (salvage fence fabric) (includes footage for gate removal)	LF	2,020	$ 10	$ 20,200
23	Item F-162, Provide and Install Chain-Link Fence (using salvaged fabric)	LF	1,830	$ 10	$ 18,300
24	Item F-162, Provide and Install Vehicular Gate (manual sliding)	EA	1	$ 10,000	$ 10,000
25	Item P-620, Remove Existing Pavement Marking	SF	240	$ 1	$ 240
26	Item P-620, Pavement Marking	SF	1,240	$ 1	$ 1240
27	Item T-901, Soil Preparation, Seeding and Fertilizing (hydromulching)	SY	70,200	$ 2	$ 140,400
28	Item T-901, Turf Reinforcement Mat	SY	2,260	$ 6	$ 13560
29	Item D-701, Triple 4'x2' Box Culvert (installed in trench, including excavation and backfill	LF	66	$ 300	$ 19800
30	Item D-752, Reinforced Concrete Headwall for triple 4'x2' Precast Concrete Box Culvert	EA	2	$ 5,000	$ 10,000
31	Item L-108, Trench, Backfill, and Compact 6"x36" for Single Conduit (Glide Slope)	LF	430	$ 9	$ 3,870
32	Item L-108, #1/0 AWG Bare Cu Guard Wire in Trench (Glide Slope)	LF	390	$ 4	$ 1560
33	Item L-108, #1/0 AWG, 600V, THWN Cable in Duct (Glide Slope)	LF	1,540	$ 3.50	$ 5390
34	Item L-108, #6 AWG, 600V, THWN Cable in Duct (PAPI)	LF	1,060	$ 1.50	$ 1590
35	Item L-108, #8 AWG, 600V, THWN Cable in Duct (PAPI)	LF	2,110	$ 1.50	$ 3,165
36	Item L-108, Cable Terminations associated with 17R3 PAPI, Glide Slope and Related Power Rack	LS	1	$ 5000	$ 5,000

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
37	Item L-110, New Duct Marker (Glide Slope)	EA	1	$ 500.00	$ 500.00
38	Item L-110, 2" SCH GRSC PVC Coated Conduit in Trench	LF	430	$ 30.00	$ 12900.00
39	Item L-110, 1 x 4" PVC Duct, Concrete Encased (MALSR)	LF	80	$ 50.00	$ 4000.00
40	Item L-110, 2 x 4" PVC Duct, Concrete Encased (PAPI/Glide Slope Power Rack Relocation)	LF	40	$ 70.00	$ 2800.00
41	Item L-110, Encase Existing FAA Power Cables (MALSR)	LF	60	$ 110.00	$ 6600.00
42	Item L-110, Trench, Backfill and Compact 6" x 66" for MALSR Primary Extension (including warning tape)	LF	680	$ 12.00	$ 8160.00
43	Item L-115, Modification of Electrical Handhole to accommodate 17R PAPI and Glide Slope Electrical Service	LS	1	$ 800.00	$ 800.00
44	Item ALS-1, Extend UGE Primary to MALSR Shelter (including related items) (LP&L Portion)	LS	1	$10,620.20	$ 10,620.00
45	Item ALS-1, MALSR Power Rack including connects/terminations and energizing	LS	1	$ 15,000.00	$ 15000.00
46	Item ALS-2, Relocate Glide Slope and 17R PAPI Power Rack (including meter and other related items)	LS	1	$ 9000.00	$ 9000.00
47	Item ALS-3, Exposure and Protection of FAA Power Cables (MALSR)	LS	1	$ 2000.00	$ 2000.00
48	Item SP 609, Emulsified Pavement Sealer and Rejuvenator	SY	17,950	$ 1.50	$ 26,925.00
49	Item MC, Remove and Dispose of Concrete Headwall and Culvert	LS	1	$ 1000.00	$ 1000.00
50	Item MC, Remove and Salvage Service Road Signs to Owner	EA	2	$ 200.00	$ 400.00
51	Item MC, Remove and Reinstall Service Road Signs	EA	2	$ 600.00	$ 1200.00
52	Item MC, Provide and Install New Valve Box	EA	1	$ 1000.00	$ 1000.00
53	Item MC, Rock Rip-Rap (including filter fabric)	CY	160	$ 40.00	$ 6400.00
54	Item MC, Provide and Install New 32" Manhole Frame and Cover (for LBBC Secondary Airport Control)	EA	1	$ 2000.00	$ 2000.00
55	Item MC, Remove Existing Street Light and Terminal Service	LS	1	$ 2500.00 DJ	$ 2500.00 DJ
56	Item MC, Project Phasing/Safety	LS	1	$ 10,000	$ 10,000
57	Item Plans, Guard Post	EA	4	$ 1000.00	$ 4000.00

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

TOTAL BASE BID, ITEMS #1 - #57:

MATERIALS : EIGHT HUNDRED AND FORTY FIVE THOUSAND AND THIRTY DOLLARS + 20/100 ($ 845,030.20)

SERVICES : EIGHT HUNDRED + FORTY THOUSAND + NO/100 ($ 840,000.00)

TOTAL BID ITEMS #1 - #57: ONE MILLION SIX HUNDRED AND EIGHTY FIVE THOUSAND AND THIRTY DOLLARS + 20/100 ($ 1685,030.20)

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

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 **(133) ONE HUNDRED THIRTY-THREE CALENDAR DAYS** and a total of **(163) ONE HUNDRED SIXTY-THREE 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 for each calendar day in excess of the time set forth in the general conditions of the contract documents, the following sum of allowed construction time with liquidated damages: **$1,350.00 133** calendar days for substantial completion, **$1,350.00 163** calendar days for final completion, **Phase 1 $500.00 28** calendar days, **Sub-Phase 1A $500.00 2** calendar days, **Sub-Phase 1B $500.00 5** calendar days, **Sub-Phase 2 $500.00 75** calendar days, **Sub-Phase 2A $500.00 7** calendar days, **Sub-Phase 2B $500.00 3** calendar days, **Phase 3 $500.00 30** calendar days, **Sub-Phase 3A $500.00 5** calendar days, **Perimeter Road Area 1 $500.00 14** calendar days, **Perimeter Road Area 2 $500.00 14** calendar days.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **NINETY (90)** 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 Initial

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

Date: 5/21/13

Darrell Jarnagin
Authorized Signature

DARRELL JARNAGIN
(Printed or Typed Name)

(Seal if Bidder is a Corporation)

ATTEST:

Marshal Jarnagin
Secretary

WEST TEXAS PAVING, INC.
Company

PO BOX 64187
Address

LUBBOCK, LUBBOCK
City, County

TEXAS, 79464
State Zip Code

Telephone: 806-863-2142

Fax: 806-863-3550

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5-6-13
Addenda No. 2 Date 5-13-13
Addenda No. 3 Date 5-16-13
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2028682

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

City of Lubbock, Texas
Capital Project
Project Cost Detail
August 8, 2013

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

	Budget
Encumbered/Expended	
RFP Printing Charges	$ 878
Advertising & Promotion	163
Kutchins & Groh, LLC	3,313
Agenda Item August 8, 2013	
West Texas Paving, Inc.	1,685,030
Parkhill Smith & Cooper - Amendment 12	250,475
Encumbered/Expended To Date	1,939,859
Estimated Costs for Remaining Appropriation	
Contingency	5,646
Remaining Appropriation	5,646
Total Appropriation	$ 1,945,505

Project Name **Runway 17R/35L Rehab Construction** *Project Number* **92284**

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

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

Project Justification

Portions of the pavement surfaces on Runway 17R/35L are more than 30 years old and showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA regulations and avoid disruption to air service.

Project History

The project is included in the Airport Master Plan, approved by the City Council in March 2007.

$21,303,060 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced funding by $19,739,739 in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-O0119, October 25, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,563,321	0	0	0	0	0	0	1,563,321
Total Project Appropriation	1,563,321	0	0	0	0	0	0	1,563,321

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
Federal Grant Funding	1,406,989	0	0	0	0	0	0	1,406,989
FY 2011 PFC Revenue CO's	156,332	0	0	0	0	0	0	156,332
Total Funding Sources	1,563,321	0	0	0	0	0	0	1,563,321

Regular City Council Meeting **5. 23.**

Meeting Date: 08/08/2013

Information

Agenda Item

Contract Resolution – Police Department: Consider a resolution authorizing the Mayor to execute contract 11413 with Bailey's House of Guns, Inc. for duty and training ammunition, ITB 13-11413-TL.

Item Summary

The contract will provide duty and training ammunition; which is necessary to equip, train, and maintain officer proficiency with firearms. The proficiency requirements are mandated by the Texas Commission on Law Enforcement Officer Standards and Education. Police officers are required to qualify twice each year to demonstrate pistol proficiency. Police officers are provided training ammunition for qualifications. The duty ammunition is replaced once each year. The Police Department's SWAT team trains twice each month, also incorporating firearms training. Re-loaded or re-manufactured ammunition is not acceptable due to reliability and liability issues.

Bids were received from the following companies:

Bailey's House of Guns, Inc. of Houston, TX	$57,022
GT Distributors, Inc. of Austin, TX	71,890
CPR Savers & First Aid Supply of Scottsdale, AZ	180,292

Staff recommends contract award to the lowest bidder, Bailey's House of Guns, Inc. of Houston, TX, for $57,022. The contract term is for a period of one year with the option of two one-year renewals. The contract is awarded by unit price. Actual expenditures may be more or less depending on actual need.

Fiscal Impact

$57,022 is included in the FY 2012-13 Police Training Budget.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - Ammunition

Tab Sheet - Ammunication

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. 11413 for Duty and Training Ammunition, by and between the City of Lubbock and Bailey's House of Guns, Inc., of Houston, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Baileys House of Guns, Inc.
July 22, 2013

CONTRACT 11413

City of Lubbock, TX
Contract for Services
For Duty and Training Ammunition

THIS CONTRACT made and entered into this **8th** day of **August, 2013**, by and between the City of Lubbock ("City"), and **Bailey's House of Guns, Inc.,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for duty and training ammunition and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said duty and training ammunition.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, duty and training ammunition and more specifically referred to as Items One and Two on the bid submitted by the Contractor or in the specifications attached hereto.

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

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

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

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

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-Comp/OP AGG Contractual Liability	1,000,000

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

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

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

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

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

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

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11413-TL, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis
Chief of Police

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Bernard Bailey
Print Name

3626 Bluebonnet Drive
Address

Houston Texas 77053
City, State, Zip Code

PRODUCT SPECIFICATIONS FOR .40 CALIBER TRAINING AMMUNITION

CALIBER:	.40 S&W
BRAND:	Remington
TYPE:	UMC, L40SW3
BULLET:	180 Grain, Metal Case
CASE:	Reloaded or manufactured casings are unacceptable.
LOT IDENTIFICATION:	Each lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 50 cartridges per box, nor 1000 per case. Each case to be marked with it's corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

PRODUCT SPECIFICATIONS FOR .40 CALIBER DUTY AMMUNITION

CALIBER:	.40 S&W
BRAND:	Remington
TYPE:	Golden Saber, GS40SWB
BULLET:	180 Grain, Brass Jacketed Hollow Point
CASE:	Reloaded or manufactured casings are unacceptable.
LOT IDENTIFICATION:	Each lot shall be assigned a unique identification number to include the day, month, and year of manufacture, or assembly line on which manufactured.
PACKAGING:	Not more than 50 cartridges per box, nor 1000 per case. Each case to be marked with its corresponding lot number.
PRODUCT LIABILITY:	Certification of liability insurance for not less than $1 million, issued for ammunition offered in this bid, will accompany the bid response.

BID FORM
Duty and Training Ammunition
City of Lubbock, Texas
ITB No. 13-11413-TL

In compliance with the **Invitation to Bid 13-11413-TL**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11413-TL** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	190,000	Round	.40 Caliber Training Ammo, As Specified Herein	$237.89 PER 1000	$45,199.10	ASAP
2.	40,000	Round	.40 Caliber Duty Ammo, As Specified Herein	$ 295.56 PER 1000	$11,822.40	ASAP
				Total Cost (Items 1-2)	$57,021.50	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of NET ____%, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below

if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES_____ NO X

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

THIS BID IS SUBMITTED BY Bailey's House of Guns a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Houston

Firm: Bailey's House of Guns, Inc.

Address: 3626 Bluebonnet Drive

City: Houston State: Texas Zip 77053

Bidder acknowledges receipt of the following addenda:
Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures,

By _____ Date: JULY 16, 2013
Authorized Representative - must sign by hand

Officer Name and Title: Bernard Bailey - Vice-President
Please Print

Business Telephone Number 713-433-2475 FAX: 713-434-9734

E-mail Address: baileyshouseofguns@sbcglobal.net

FOR CITY USE ONLY

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

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

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

City of Lubbock, TX
Police Department
Bid Tabulation
August 8, 2013

ITB 13-11413-TL
Duty and Training Ammunition

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	190,000	Round	.40 Caliber Training Ammo			
			Bailey's House of Guns, Inc.	**Houston, TX**	**0.237**	**$ 45,199**
			GT Distributors, Inc.	Austin, TX	0.331	62,890
			CPR Savers & First Aid Supply	Scottsdale, AZ	0.78	148,200
2	40,000	Round	.40 Caliber Duty Ammo			
			GT Distributors , Inc.	**Austin, TX**	**0.225**	**9,000**
			Bailey's House of Guns, Inc.	Houston, TX	0.295	11,822
			CPR Savers & First Aid Supply	Scottsdale, AZ	0.79	31,600
			All or None			
			Bailey's House of Guns, Inc.	**Houston, TX**		**$ 57,022**
			GT Distributors , Inc.	Austin, TX		71,890
			CPR Savers & First Aid Supply	Scottsdale, AZ		179,800

Regular City Council Meeting **5. 24.**

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2013-O0072. Zone Case 3116-B, a request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO on 7.1 acres of unplatted land out of Block AK, Section 4 (130th Street at the intersections of Memphis Avenue and Norfolk Avenue).

Item Summary

On July 23, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
GO for a garden office development.

Proposed Land Use:
The proposed land use is for a non-specific garden office development fronting 130th Street (FM 1585). It will flank the apartment complex at the street intersections, Memphis Avenue and Norfolk Avenue. This is a growing development along 130th Street. Ford Development is currently building the Kelsey Park subdivision to the south. The adjacent apartment complex should begin construction in the immediate future.

Adjacent Land Uses:
N – Commercial and Residential, vacant – zoned C-3 General Retail, A-2 High Density Apartments, GO Garden Office, and T Transistional
S – Residential – zoned A-2
E – Residential – zoned A-2
W – Commercial and Residential – zoned C-3 and A-2

Planning and Zoning Commission (P&Z) Public Hearing Notes from July 9, 2013:
No one spoke in favor of or in opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
The property is consistent with the CLUP. A-2 and GO are both appropriate at the half mile along the thoroughfare.

P&Z Commission Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3116-B;** A ZONING CHANGE FROM **A-2** TO **GO** ZONING DISTRICT ON **7.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3116-B

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 **A-2** to **GO** zoning district on **7.1 acres of unplatted land out of Block AK, Section 4**, City of Lubbock, Lubbock County, Texas, located at **130th Street at the intersections of Memphis Avenue and Norfolk Avenue.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

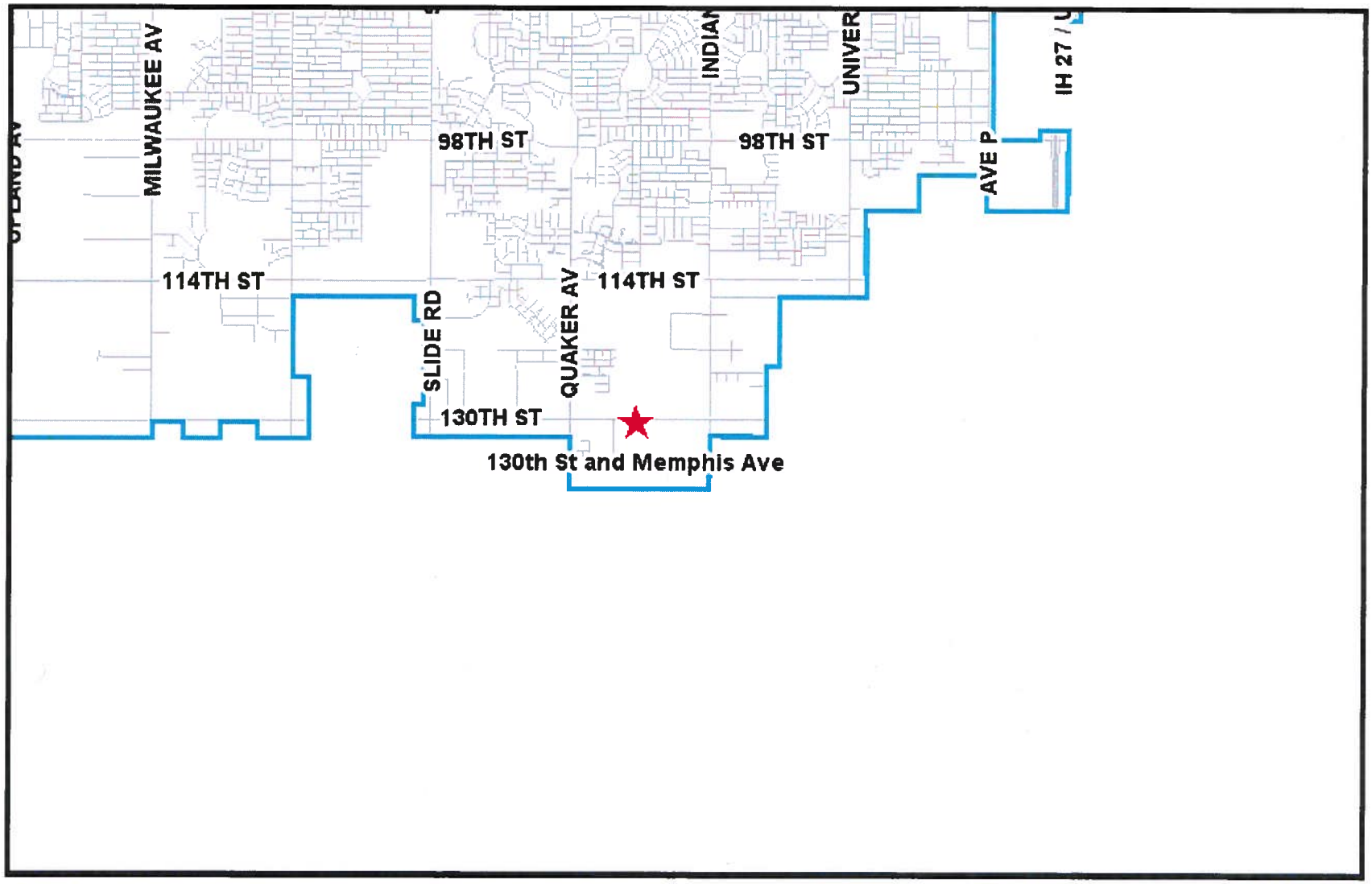
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

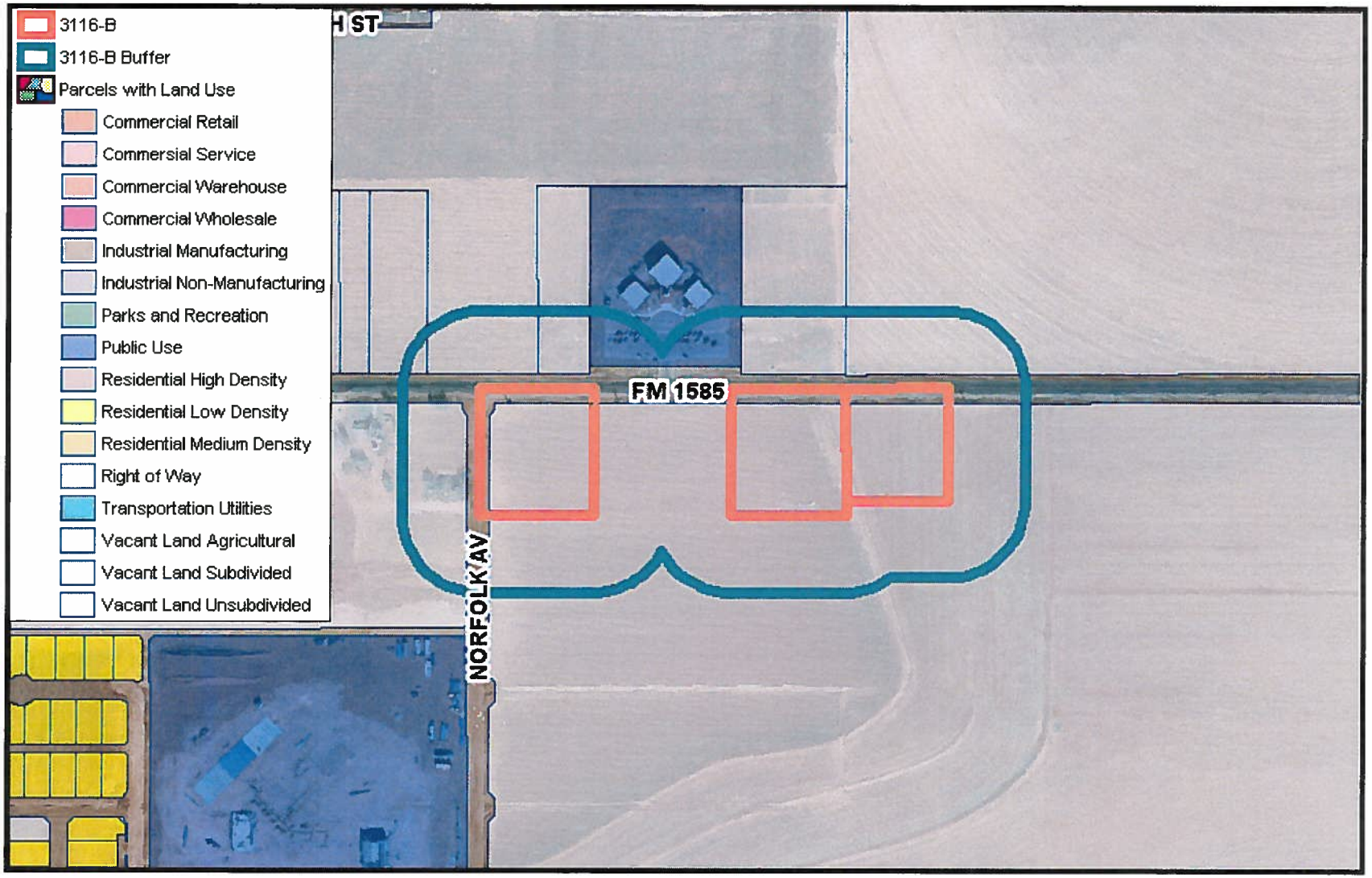
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3116-B
07.10.2013

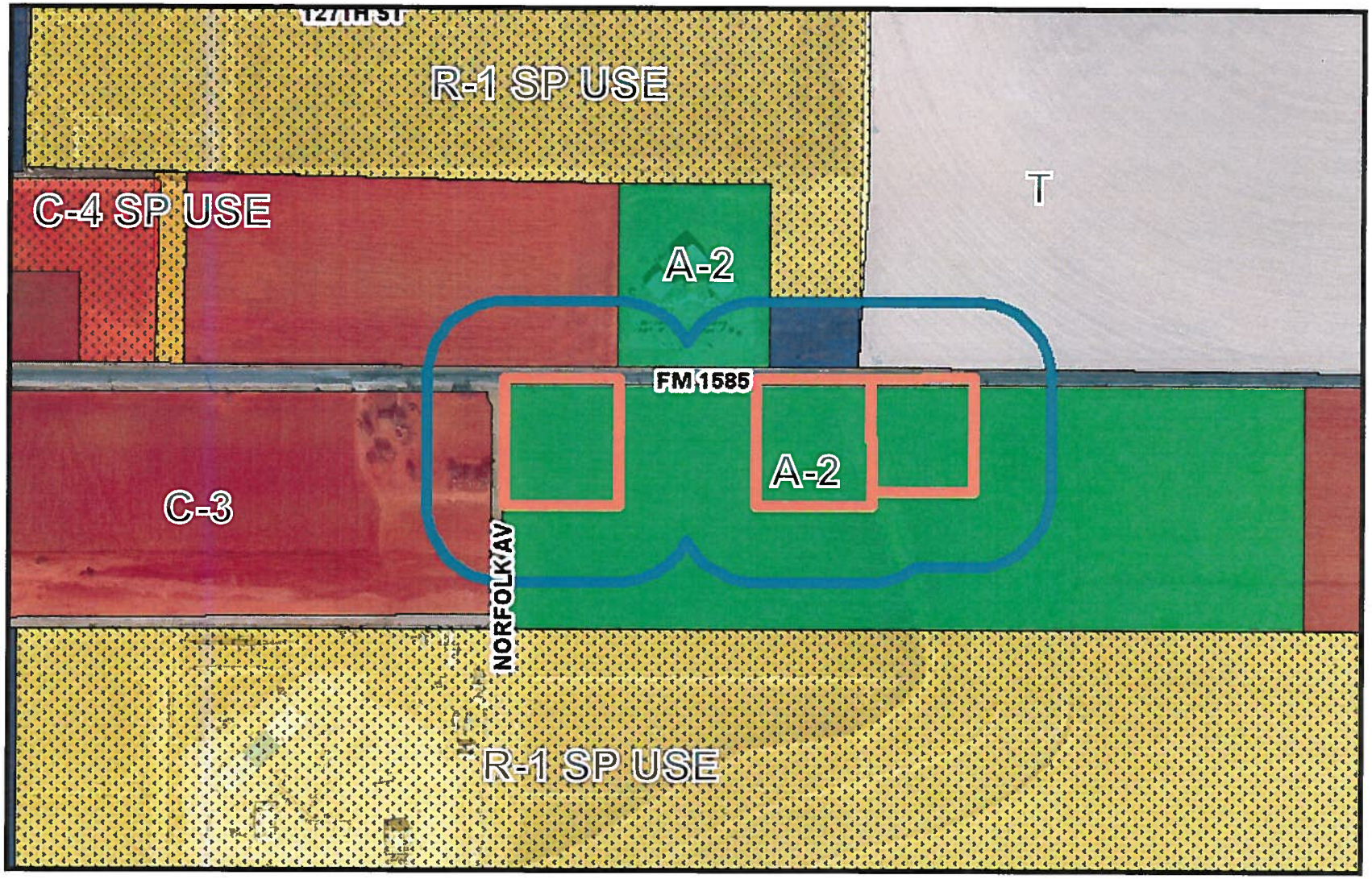


P.Z.C. Case 3116-B



P.Z.C. Case 3116-B

Request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO, 130th Street at the intersections of Memphis Avenue and Norfolk Avenue



P.Z.C. Case 3116-B 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
FP Investors I, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: FM 1585 at the intersections of Memphis and Norfolk Avenues

Legal Description:* See attached

Existing Land Use: Vacant **Existing Zoning:** A-2

Acreage or Square Footage of Property: Approximately 7.1 Acres

Zoning Requested: Garden Office

Proposed Development: Unspecified

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

Terry Holeman
Applicant's Signature

June 5, 2013
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: $496 Ford #3524
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MAP 70

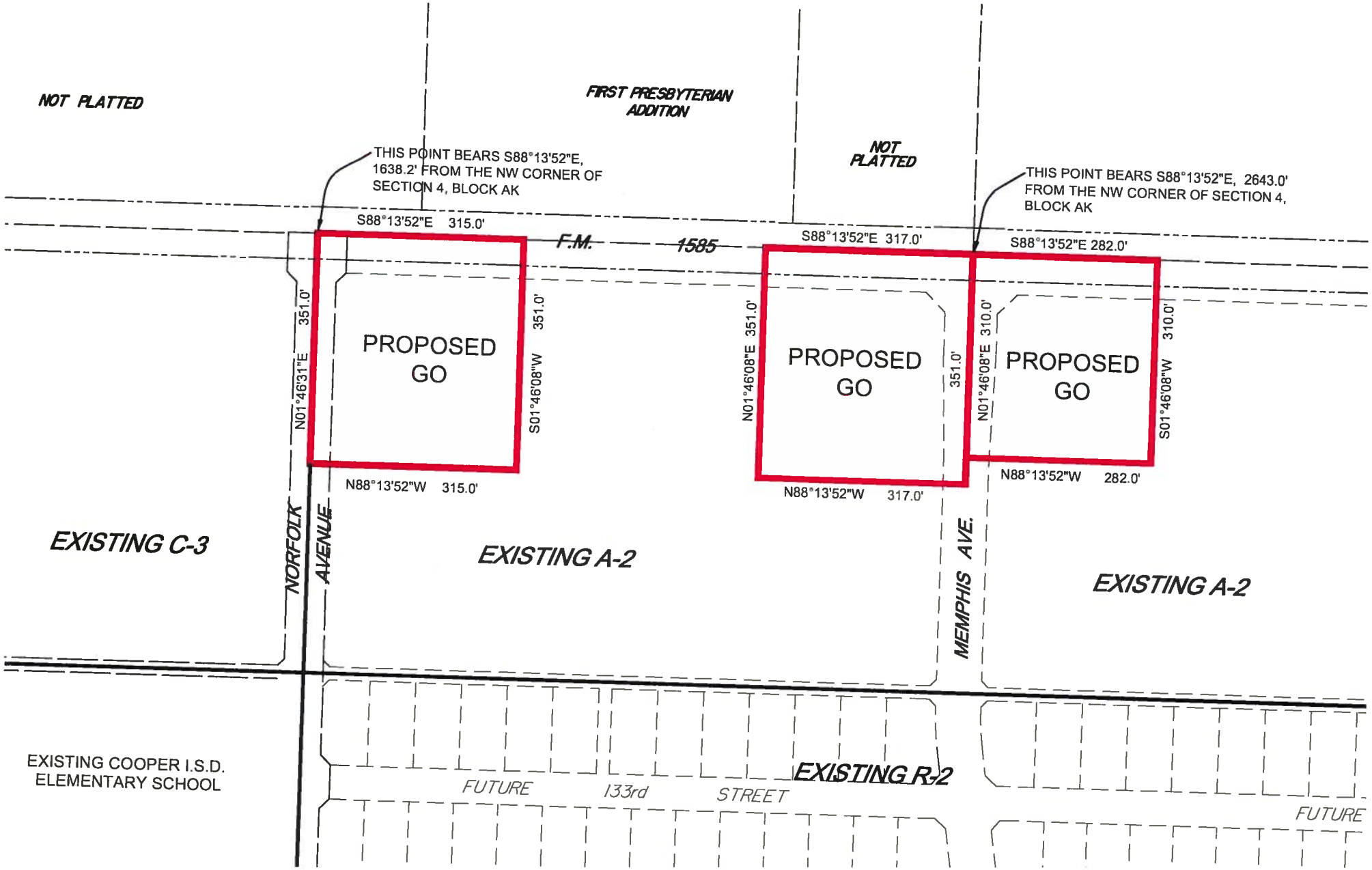
Zone Case No.: 3116-B **Agenda No.:** 1

Request for zoning change from: A-2 **To:** GO

On 7.1 acres of unplatted land out of Block AK, Section 4

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____



REQUESTED GARDEN OFFICE ZONING

SECTION 4, BLOCK AK

LUBBOCK COUNTY, TEXAS

NORTH

HFM

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

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

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.6 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK and the centerline of Memphis Avenue, which bears S. 88°13'52" E. an approximate distance of 2643.0 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 01°46'08" W., along the centerline of Memphis Avenue, an approximate distance of 351.0 feet;

THENCE N. 88°13'52" W., an approximate distance of 317.0 feet;

THENCE N. 01°46'08" E., an approximate distance of 351.0 feet to the North line of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the said Section line, an approximate distance of 317.0 feet to the Point of Beginning.

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

Prepared for Ford Development Corporation
June 4, 2013

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

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.0 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK and the centerline of Memphis Avenue, which bears S. 88°13'52" E. a distance of 2643.0 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the North line of said Section 4, an approximate distance of 282.0 feet;

THENCE S. 01°46'08" W., an approximate distance of 310.0 feet;

THENCE N. 88°13'52" W., an approximate distance of 282.0 feet to the centerline of Memphis Avenue;

THENCE N. 01°46'08" E., along the centerline of Memphis Avenue, an approximate distance of 310.0 feet to the Point of Beginning.

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

Prepared for Ford Development Corporation
June 4, 2013

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

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.5 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK, and the center line of Norfolk Avenue, which bears S. 88°13'52" E., an approximate distance of 1638.2' from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the North line of Section 4, Block AK, an approximate distance of 315.0;

THENCE S. 01°46'08" W., an approximate distance of 351.0 feet;

THENCE N. 88°13'52" W., an approximate distance of 315.0 feet to the center line of Norfolk Avenue;

THENCE N. 01°46'31" E., along center line of Norfolk Avenue, an approximate distance of 351.0 feet to the Point of Beginning.

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

Prepared for Ford Development Corporation
June 4, 2013

Regular City Council Meeting **5. 25.**

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2013-O0073. Zone Case 2508-K, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 4.95 acres of unplatted land out of Block E-2, Section 20 (113th Street and Boston Avenue).

Item Summary

On July 23, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
R-1 specific use for townhomes.

Proposed Land Use:
The proposed land use is for a townhome development.

Adjacent Land Uses:
N – Residential – zoned R-1 Specific Use for reduced setbacks
S – Commercial – zoned Interstate Highway Industrial
E – Residential/Commercial – zoned R-1 residential single family and some commercial
W – Residential – zoned R-1 Specific Use for reduced setbacks

Planning and Zoning Commission (P&Z) Public Hearing Notes from July 9, 2013:
Staff mentioned that neither planning, zoning, nor the values of properties, had the ability to regulate or control where rentals could exist. There were two letters in opposition of the request citing there were too many rentals. One letter was retracted by the opposition.

Impact on the Comprehensive Land Use Plan (CLUP):
The development and rezoning is consistent with the CLUP. R-1 is the lowest density zoning for any district. Although townhomes would require a minimum 3,500 sq.ft. lot, versus the standard 5,000 sq.ft. for single family homes, staff believes this development should be an asset for the surrounding areas acting as a buffer between the single family to the east and the apartments to the west as well as the future office warehouse development to the south.

The current zoning is R-1 Specific Use for reduced setbacks. On May 9, 2013, Council approved a zone case to the west of this request for townhomes.

P&Z Commission Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2508-K

Zone Case 2508-K

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. 2508-K;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **R-1 SPECIFIC USE** FOR **TOWNHOMES**, ON **4.95 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 20,** 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. 2508-K

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 Specific Use** to **R-1 Specific Use** for **Townhomes** on **4.95 acres of unplatted land out of Block E-2, Section 20,** City of Lubbock, Lubbock County, Texas, located at **113th Street and Boston Avenue**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** 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 **113th Street and BostonAvenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

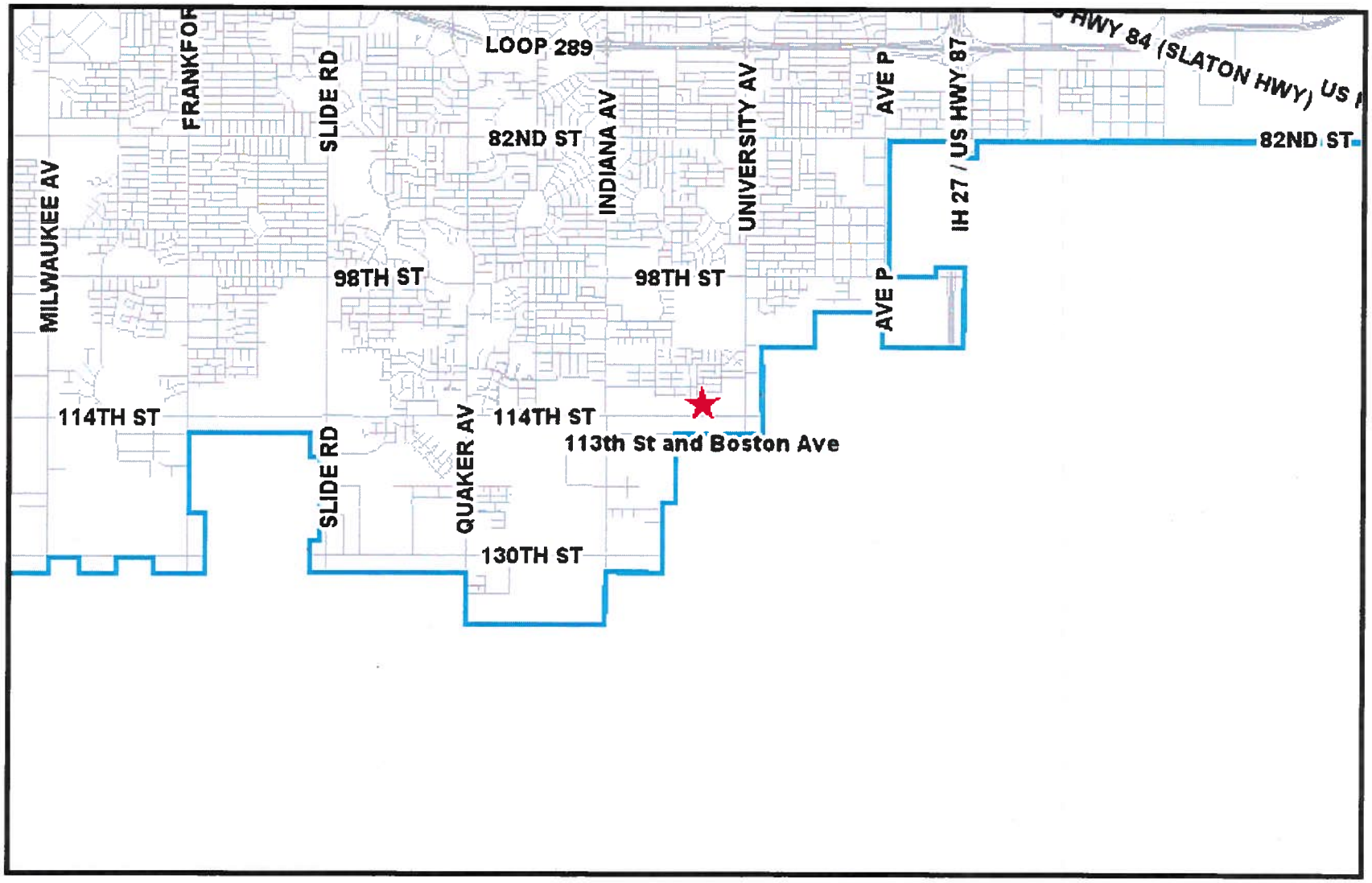
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

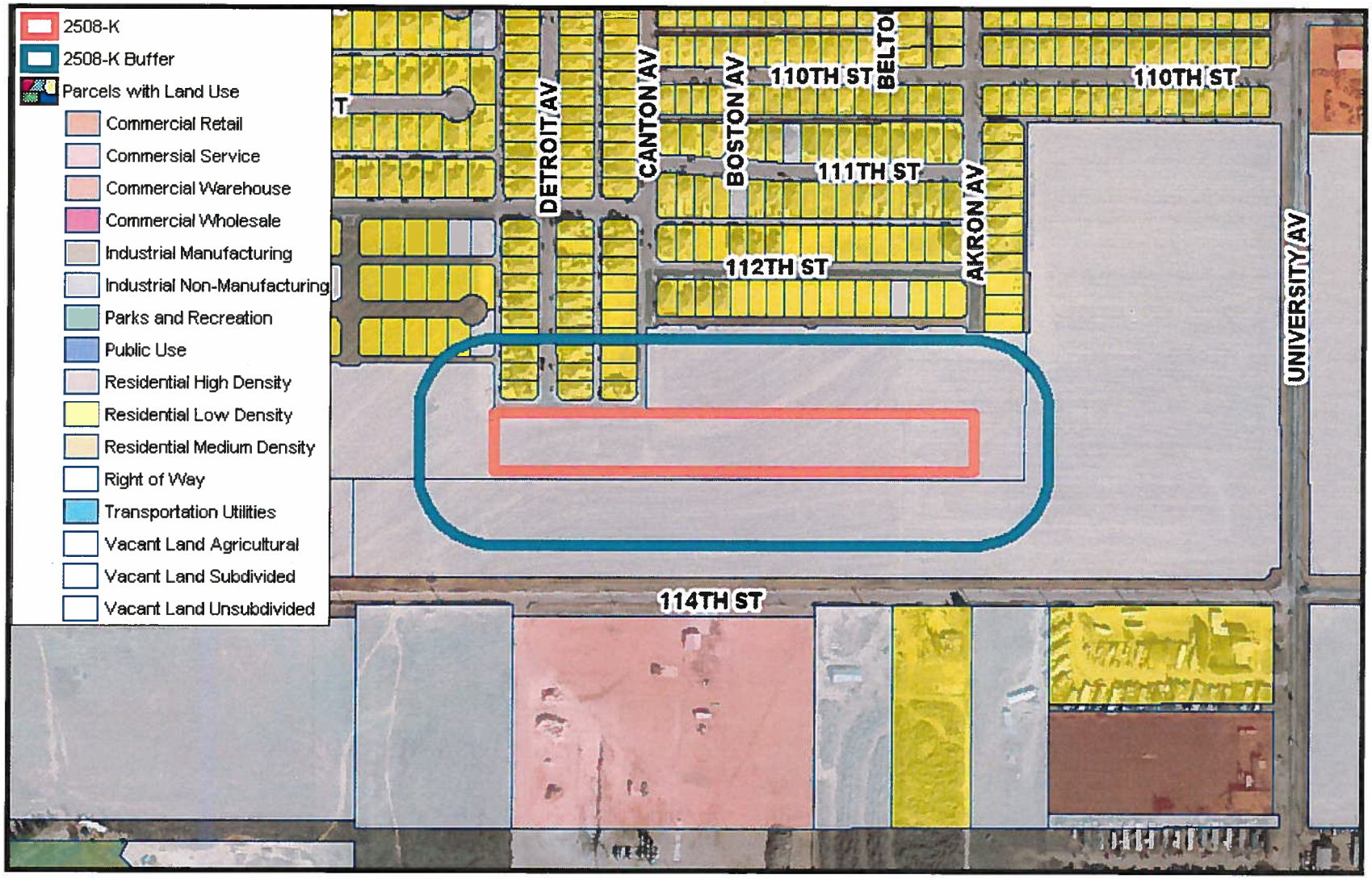
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2508-K
07.10.2013

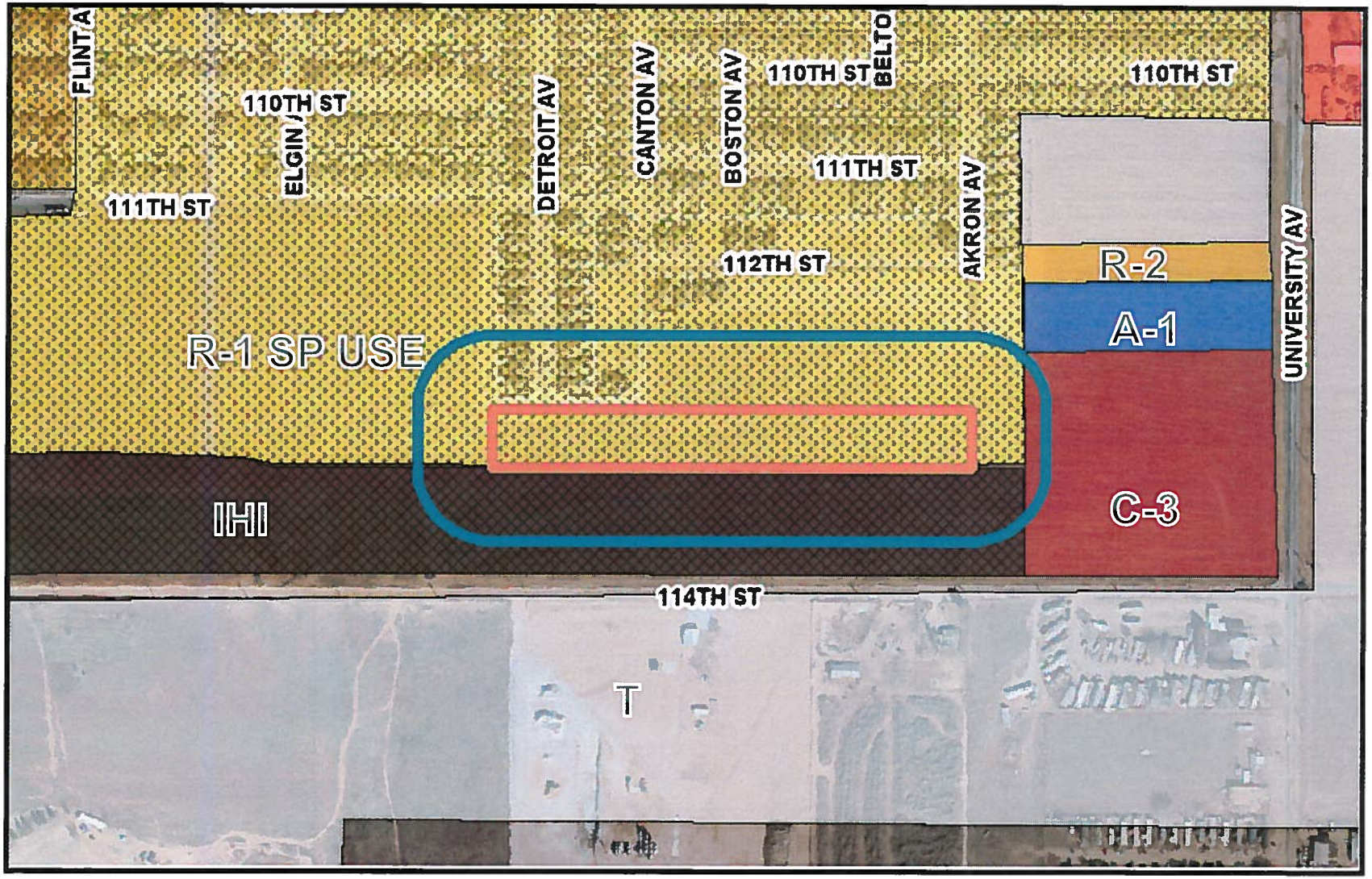


P.Z.C. Case 2508-K



P.Z.C. Case 2508-K

Request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes, 113th Street and Boston Avenue



P.Z.C. Case 2508-K 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 Lubbock Land Company, LLC

4808 Knoxville, Suite A
Street/Post Office Box

Lubbock | TX | 79413
City | State | Zip

(806) 798-0098
Telephone

Location or Address: Boston Avenue and 113th Street

Legal Description:* See Attached

Existing Land Use: Agricultural **Existing Zoning:** R-1 Specific Use

Acreage or Square Footage of Property: 4.95 acres

Zoning Requested: R-1 Specific Use for Townhomes

Proposed Development: Townhome development

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

Applicant's Signature

June 6, 2013
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: $487
($475.00 for the first acre; $3.00 for each additional acre)

CH: 1335
Rec: 17772

For City Use Only

map 40 M+B

Zone Case No.: 2508-K **Agenda No.:** 2

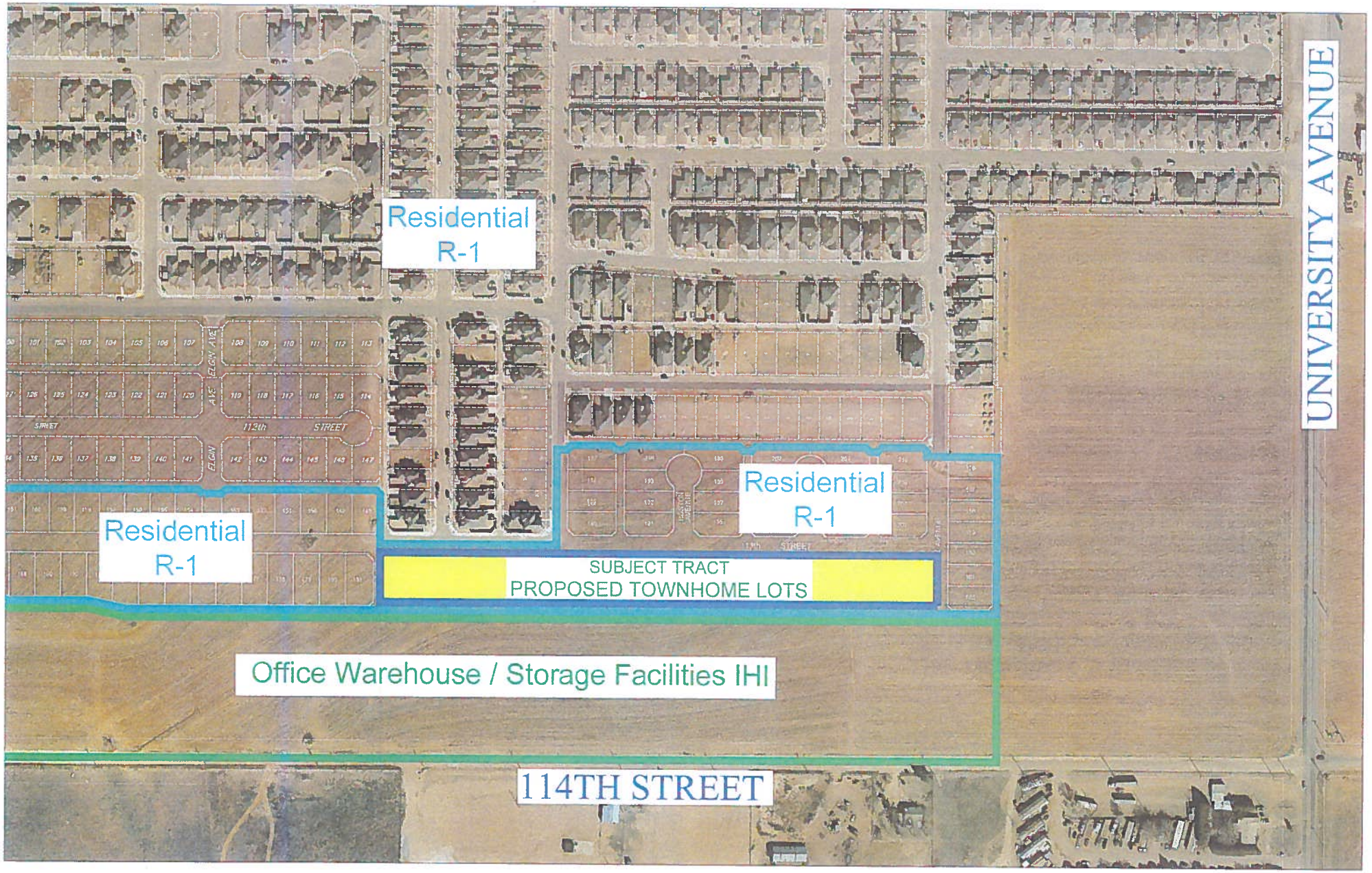
Request for zoning change from: R-1 Sp. Use **To:** R-1 Sp. Use

on 4.95 acres of unplatted land out of Block E-2,

on Section 20

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** _____).


Residential
R-1
Residential
R-1
Residential
R-1
SUBJECT TRACT
PROPOSED TOWNHOME LOTS
Office Warehouse / Storage Facilities IHI
114TH STREET
UNIVERSITY AVENUE
ELGIN AVE
112th STREET

Rezone to R-1, Specific Use

METES AND BOUNDS DESCRIPTION of a 4.95 acre tract of land located in Section 20, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the southwest corner of the plat limits of Lots 106-135, Cooper Creek, in Section 20, Block E-2, Lubbock County, Texas;

THENCE East an approximate distance of 1,351.05 feet;

THENCE South an approximate distance of 159.73 feet;

THENCE West an approximate distance of 1,351.05 feet;

THENCE North an approximate distance of 159.73 feet to the Point of Beginning and containing approximately 4.95 acres, including any Right of Way.

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

Prepared for: Lubbock Land Company
June 6, 2013

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.: 2508-K

In Favor of ____

Opposed ✓

Reasons and/or Comments:

My concern is this project may have some planned rental units. Being across the street from my home, I am opposed to anything other than single family homes on a residential lot.

RECEIVED
JUL 01 2013
PLANNING DEPARTMENT

Print Name Johnny Stringer

Signature: Johnny Stringer

Address: 11212 Canton Ave.

Address of Property Owned: 11212 Canton Ave.

Zone Case Number: 2508-K 86211
STRINGER, JOHNNY
11212 CANTON AVE

LUBBOCK TX 79423

2

Andrew Paxton - Protest Withdrawl

From: Johnny Stringer <johnny.stringer@mcdougal.com>
To: Charlie@caprockpartners.com; APaxton@mail.ci.lubbock.tx.us
Date: 7/8/2013 4:42 PM
Subject: Protest Withdrawl

After visiting with Charlie Hamilton, I no longer has a protest to the town home project in the Cooper Ridge area zone case. I see his plan is well thought out and will benefit the current and future homeowners.

RECEIVED
JUL 09 2013
PLANNING DEPARTMENT

--
Johnny Stringer, Broker Realtor
Sales Manager
McDougal Realtors
5001 W Loop 289
Lubbock, Texas 79414
Office 806-793-0703
Fax 806-589-0199
DID 806-401-0563

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

(2)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2508-K**

In Favor of ____

Opposed X

Reasons and/or Comments:

We are concerned about ~~the~~ an influx of property that is not single residence home. The duplexes on 111th - 108th between Indiana + Flint are already an eyesore. We do not want our home's value to decrease as town homes are introduced to the neighborhood.

RECEIVED
JUL 08 2013
PLANNING DEPARTMENT

Print Name Heather K Green

Signature: Heather K Green

Address: 11120 Detroit Ave Lubbock TX 79423

Address of Property Owned: 11120 Detroit

13 of 17

Zone Case Number: **2508-K** 86232
GREEN MICAH J & HEATHER K
11120 DETROIT AVE

LUBBOCK TX 79423

Regular City Council Meeting **5. 26.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election.

Item Summary

Chapter 31, Subchapter D, of the Texas Election code authorizes the governing body of a political subdivision to contract with a County for the County Election Officer's services in an election ordered by the political subdivision, and Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same county.

Fiscal Impact

$50,000 is proposed for appropriated for the November 2013 Election in the proposed FY 2013-14 Operating Budget.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

Resolution - Joint Election

Elections - Contract

RESOLUTION NO.

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the County's election officer to contract with the governing body of a political subdivision for joint election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or a part of the same territory; and

WHEREAS, the City of Lubbock desires to contract with the Lubbock County election officer for election services for City elections; and

WHEREAS, several other political subdivisions within Lubbock County also are conducting elections on the same day and are also contracting with the Lubbock County election official for election services; and

WHEREAS, the City of Lubbock desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the City of Lubbock as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

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, the attached Contract for Election Services, by and between the City of Lubbock and the County of Lubbock, for election services, and all 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; and

THAT "associated documents" include the Appointment of Bilingual Election Clerks and the list of Supervisors and Rovers for Election Day, November 5, 2013.

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same territory as the City of Lubbock; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint election with the City of Lubbock; and

THAT the use of Countywide Polling Places is hereby authorized for elections held on the uniform election date in May; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

Passed by the City Council this _____ day of _____, 2013

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

ccdocs/2013 Joint Election Resolution

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN CALENDAR YEAR 2013

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Dorothy Kennedy, Lubbock County Elections Administrator, hereinafter referred to as "The Elections Administrator" (who has been duly qualified and bonded as provided for under law) and CITY OF LUBBOCK, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's elections called during the Entity's Calendar Year 2013. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic direct recording electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all

relevant law, codes, rules and regulations, including, without limitations, those functions set forth in **Exhibit A**. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day to facilitate preclearance by the Department of Justice.

The Lubbock County Elections Administrator will assist the Entity in preparing and filing the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended; however, the Entity shall remain legally responsible for that submission.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him of his appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Entity will be charged **$12.62** per hour for each hour worked by each Presiding Election Judge, and **$11.36** per hour for each hour worked by each Alternate Judge and Election Clerk. The Entity will be charged an additional **$25.00** as flat-rate compensation to each Election Judge for returning the supplies and Judge's Booth Controller to the Central Counting Station after the polls close. The Entity will be charged **$11.36** per hour for each hour worked by each Phone Bank Operator. The Entity will be charged **$18.90** per hour for each hour worked by each Troubleshooter, plus mileage at the rate of **$0.565** per mile traveled by each Troubleshooter.

The Entity will be charged **$12.62** per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged **$11.36** per hour for each hour worked by each Early Voting Phone Bank Operator. The Entity will be charged **$12.62** per hour for each hour worked by each Early Voting Troubleshooter, plus mileage at the rate of **$ 0.565** per mile traveled by each Early Voting Troubleshooter.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Entity will be charged **$12.62** per hour for each hour worked by part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station and/or Early Voting Ballot Board on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged **$10.09** for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to conduct training classes at the rate of **$13.88** per hour for the Lead Trainer and **$11.36** per hour for Assistant Trainers. The Entity will be charged **$10.00** for Election Day cell phone reimbursement for not more than two election workers per Election Day polling location and **$2.00** per day during Early Voting.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit B**. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity and to the media. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested.

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **$12.62** per hour for each hour worked by each member of the Early Voting Ballot Board and, if needed, the Signature Verification Committee.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Dorothy Kennedy, Elections Administrator
Tabulation Supervisor:	Charla Carpenter, Administrator Assistant for Elections
Presiding Judge:	Sabra Srader, Elections Coordinator

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the Entity, prior to releasing such information to candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested). After the Entity has had an opportunity to review the information, it will be posted to the County's web page located at www.co.lubbock.tx.us.

> The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated.

At the time of the execution of this Contract, the parties hereto acknowledge that the Supreme Court of the United States' decision in Shelby County v. Holder disposed of previously-pending litigation to Senate Bill 14, and as a result, Texas voters are now required to show prescribed photo identification in order to vote. However, the parties further acknowledge their understanding that United States Attorney General Eric Holder has represented additional litigation will likely be forthcoming which could potentially impact the current voter identification requirement in Texas, thus necessitating conformity by the parties to this Contract. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than 5:00 p.m. of the eighth day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Lubbock County from any resulting liability, whether civil or criminal.

XIV. MISCELLANEOUS PROVISIONS

(1) It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

(2) The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

(3) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

(4) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

(5) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

(6) In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(7) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

(8) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(9) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 2013, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the _____ day of _____, 2013, been executed on behalf of the Entity by its _____, pursuant to the authority of the _____, so authorizing;

FOR CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

==========

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

_____
Dorothy Kennedy
Elections Administrator

APPROVED AS TO FORM:

By: _____
R. Neal Burt
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for Lubbock County, Dorothy Kennedy, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.

3. The Elections Administrator will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including the mobile early voting programs, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.

4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.

5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Dorothy Kennedy, Lubbock County Elections Administrator, as Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County's electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

10. The Elections Administrator will be responsible to assist the participating Entities in preparing a Joint Elections Department of Justice Submission and submit a copy of said submission to each participating Entity.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Dorothy Kennedy, Lubbock County Elections Administrator, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Dorothy Kennedy, Elections Administrator and Early Voting Clerk for Lubbock County, as the Early Voting Clerk for the Joint elections. Early voting for the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity.

5. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

6. Each Entity is responsible to post the Entity's own Election Notices and Election Orders.

7. The Entity is responsible to provide the Elections Administrator all contact information of the decision making person/persons for the Entity.

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day polling place locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such polling places.

2. The Elections Administrator shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in the precinct in which a common polling place is to be used and shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Election Precinct in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in the precinct in which a common polling place is used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in the precinct in which a

common polling place is used. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the precinct where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Dorothy Kennedy, Elections Administrator, shall maintain a return center on Election Day for the purpose of receiving returns for the participating Entities. Mrs. Kennedy will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

10. The Elections office will submit the electronic reports of votes by precinct to the Secretary of State 30 days after the election.

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election during regular office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night

including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.

2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.

3. The Elections Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Booth Controllers (JBC), sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the Elections Administrator to serve as Presiding and Alternate Judge of the Central Counting Station. In addition, the Elections Administrator shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.

4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

Lubbock County Election Services Contract
EXHIBIT B (Early Voting Locations)

NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the November 5th, 2013 General and Special Elections will be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:
(Votación Adelantada para la Elección General y Especial el día 5 del mes de noviembre, 2013, serán conducidas en TODOS LOS CENTROS ELECTORALES EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS DEBAJO:)
****

Early Voting Dates: October 21st – November 1st, 2013
(Fecha de Votación Adelantada: 21 de octubre – 1 de noviembre, 2013)

Main Polling Place: ***(Lugar principal de la votación)***

Lubbock County Elections Office	Dates: October 21st – November 1st, 8:00 a.m. – 8:00 p.m.
(Oficina de Elecciones del Condado de Lubbock)	*(Fecha: 21 de octubre – 1 de noviembre, 8:00 a.m. – 8:00 p.m.)*
Public Room *(Salón Público)*	**Except Sunday**, October 27th 1:00 p.m. – 6:00 p.m.
1308 Crickets Ave *(1308 avenida crickets)*	*(A menos el domingo, 27 de octubre 1:00 p.m. – 6:00 p.m.)*

****

City of Lubbock, First Floor	Dates: October 21st – November 1st, 8:00 a.m. – 5:00 p.m.
(Oficina Municipal de la Ciudad de Lubbock)	*(Fecha: 21 de octubre – 1 de noviembre, 8:00 a.m. – 5:00 p.m.)*
1625 13th St *(1625 calle 13)*	Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
	Except for Tuesday's, October 22nd & October 29th 8:00 a.m. – 8:00 p.m.
	(A menos los dos martes, 22 y 29 de octubre 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

United Supermarkets—Locations listed below:
Monday, October 21st – Friday, November 1st 8:00 A.M. – 8:00 P.M.
(lunes, 21 de octubre – viernes, 1 de noviembre 8:00 A.M. – 8:00 P.M.)
Except Sunday, October 27th 1:00 P.M. – 6:00 P.M.
(A menos el domingo, 27 de octubre 1:00 p.m. – 6:00 p.m.)

2630 Parkway Dr	4425 19th St (19th & Quaker Ave) Market Street
112 North University Ave	2703 82nd St (82nd & Boston Ave)
401 Slide Road (4th & Slide)	8010 Frankford Ave (82nd & Frankford Ave)
1701 50th St (50th & Ave Q)	4205 98th St (98th & Quaker Ave) Market Street

Texas Tech University	Dates: October 21st – November 1st
Student Recreation Center	*Fecha: 21 de octubre – 1 de noviembre*
(Universidad de Texas Tech)	Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
(Centro de Recreación para Estudiantes)	**EXCEPT SUNDAY**, October 27th, 1:00 P.M. – 6:00 P.M
Texas Tech Campus	*(A menos el domingo, 27 de octubre 1:00 p.m. – 6:00 p.m.)*
(Campus de Texas Tech)	
Hartford Ave & Main St	
(Calles avenida Hartford y calle Main)	

Slaton ISD Administration Office	Dates: October 21st – November 1st
(Oficina de Administración de las Escuelas	*Fecha: 21 de octubre – 1 de noviembre*
de Slaton)	Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
140 E Panhandle *(140 calle Panhandle al Este)*	**EXCEPT SUNDAY**, October 27th, 1:00 P.M. – 6:00 P.M
Slaton	*(A menos el domingo, 27 de octubre 1:00 p.m. – 6:00 p.m.)*

TEMPORARY BRANCH EARLY VOTING LOCATIONS
(CENTROS ELECTORALES TEMPORARIAS PARA VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the November 5th, 2013, General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW: *(Votación Adelantada para las Elecciones General y Especial del Condado de Lubbock, del día 5 del mes de noviembre, 2013, serán conducidas en los CENTROS ELECTORALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS DEBAJO:)*

October 21, 2013 *(21 de octubre, 2013)*	City of Wolfforth (City Hall) *(Oficina Municipal de la Ciudad de Wolfforth)*
MONDAY *(lunes)*	302 Main St, Wolfforth *(302 calle Main, Wolfforth)* **8:00 a.m. – 5:00 p.m.**
	Lubbock Manor 2101 Avenue Q *(2101 avenida Q)* **10:00 a.m. – 2:00 p.m.**
October 22, 2013 *(22 de octubre, 2013)*	Idalou Clubhouse *(Centro Social de Idalou)*
TUESDAY *(martes)*	202 W 7th St, Idalou *(202 calle 7 al Oeste, Idalou)* **8:00 p.m. – 5:00 p.m.**
	Town of Ransom Canyon *(Oficina Municipal del Pueblo de Ransom Canyon)* 24 Lee Kitchens Dr *(24 calle Lee Kitchens Dr, Ransom Canyon)* **8:00 a.m. – 5:00 p.m.**
October 23, 2013 *(23 de octubre, 2013)*	Emeritus at Elmbrook Estates
WEDNESDAY *(miércoles)*	5301 66th St *(5301 calle 66)* **10:00 a.m. – 2:00 p.m.**
	New Deal ISD Administration Office *(Oficina de Administrativa del Distrito Escolar Independiente de New Deal)* 401 S Auburn St, New Deal *(401 calle Auburn al Sur, New Deal)* **8:00 a.m. – 4:00 p.m.**
October 24, 2013 *(24 de octubre, 2013)*	Life/Run Center for Independent Living
THURSDAY *(jueves)*	*(Life/Run Centro para Vivir Independiente)* 8240 Boston Ave *(8240 avenida Boston)* **8:00 a.m. – 12:00 p.m.**
October 25, 2013 *(25 de octubre, 2013)*	Shallowater City Hall *(Oficina Municipal de Shallowater)*
FRIDAY *(viernes)*	801 Avenue G, Shallowater *(801 avenida G, Shallowater)* **8:00 a.m. -- 5:00 p.m.**
October 26, 2013 *(26 de octubre, 2013)*	Carillon Senior Living Campus
SATURDAY *(sábado)*	1717 Norfolk Ave *(1717 avenida Norfolk)* **10:00 a.m. -- 4:00 p.m.**

October 28, 2013 *(28 de octubre, 2013)* **MONDAY** *(lunes)*	University Medical Center (UMC) 602 Indiana Ave *(602 avenida Indiana)* **8:00 a.m. -- 8:00 p.m.**
October 29, 2013 *(29 de octubre, 2013)* **TUESDAY** *(martes)*	Covenant Medical Center – Lobby *(Vestíbulo)* 3615 19th St *(3615 calle 19)* **8:00 a.m. -- 8:00 p.m.**
October 30, 2013 *(30 de octubre, 2013)* **WEDNESDAY** *(miércoles)*	Ventura Place 3026 54th St *(3026 calle 54)* **9:00 a.m. -- 1:00 p.m.**
	Lubbock Community Services for the Deaf (LCSD) 2414 34th St *(2414 calle 34)* **10:00 a.m. -- 12:00 p.m.**
October 31, 2013 *(31 de octubre, 2013)* **THURSDAY** *(jueves)*	Covenant Medical Center – Lakeside Garden Room (Basement) *(Cuarto de Jardín – Sótano)* 4000 24th St *(4004 calle 24)* **8:00 a.m. – 8:00 p.m.**
November 1, 2013 *(1 de noviembre, 2013)* **FRIDAY** *(viernes)*	Abernathy City Hall *(Oficina Municipal de Abernathy)* 811 Avenue D, Abernathy *(811 Avenida D, Abernathy)* **8:00 a.m. – 5:00 p.m.**

Regular City Council Meeting **6. 1.**

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Hold the first of two public hearings to consider an ordinance for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on June 13, 2013. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

A portion of this area petitioned for annexation is planned to be an extension of the Bella Mia Subdivision, constructed by Betenbough Homes (Real Property Resources). This encompasses 67 plus acres of the request. The 12 plus acres of the balance of the petition request is owned by KPA Ministries. At this time, staff is not aware of the proposal for this development.

As seen in the attached graphic, the south boundary of this petition will front onto 130th Street (FM 1585). As with many petition annexations, only a portion of the thoroughfare right-of-way to be dedicated for 130th Street will be within the City limits. The eastern boundary of the petitioned area is about one fourth of a mile from University Avenue.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Ordinance - Annex 80 Acres
Petition - Voluntary Annexation
Resolution - Annexation
Map - Proposed Annexation
Surverys - Annexation

ORDINANCE NO. _____

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

WHEREAS, the City Council of the City of Lubbock on July 11, 2013, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

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

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

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

SECTION 1. THAT the area of land hereinafter described containing approximately 79.909 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 79.909 acre tract of land located in Section 21, Block E-2, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT this Ordinance shall be effective twenty (20) days after final passage by the City Council.

SECTION 4. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/Ord.Annex-FM 1585
July 12, 2013

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Real Property Resources

By: Chris Berry

Name: CHRIS BERRY

Title: VICE PRESIDENT

KPA Ministries

By:

Name: Samuel J. Hawthorne

Title: Director

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 13 day of June, 2013, by Chris Berry, the Vice President of Real Property Resources, on behalf of said corporation.



Kalee Rich
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 13th day of June, 2013, by Samuel J. Hawthorne, the Director of KPA Ministries, on behalf of said corporation.



Suzi Fuentes
Notary Public, State of Texas

120284 TITLE ONE

DEED 2013018785
2 PGS

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

After recording return to: Real Property Resources, Inc.
(67.710 Acres in Bella Mia)
6305 82nd St
Lubbock, Texas 79424

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

Date: April 25, 2013

Grantor: KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

Grantor Mailing Address (including county):
P.O. Box 64028
Lubbock, Texas 79464

Grantee:
Real Property Resources, Inc.

Grantee's Mailing Address (including county):
6305 82nd St
Lubbock, Lubbock County, Texas 79424

Consideration: TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

See Exhibit (A)

Reservations from and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2013, the payment of which Grantee assumes.
2. Restrictions, conditions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.
KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

Jared Squires

KPA Ministries
by: Jared Squires, Head Administrator and President

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 5-7-13 by Jared Squires, in his capacity as Head Administrator and President of KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy on behalf of said corporation.

Rebecca Michelle Orta
Notary Public, State of Texas

REBECCA MICHELLE ORTA
Notary Public, State of Texas
My Commission Expires 01-11-2017

Exhibit (A)

FIELD NOTES on a 67.716 Acre tract out of Section 21, Block E-2, Lubbock County, Texas being further described by metes and bounds as follows

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract and the Northwest corner of a 12.193 acre tract surveyed the same date from which the Southwest corner of Section 21 Block E 2 bears N 88°02'13" W (Texas North Central Zone Bearing Basis), 2148.63 feet and S 01°43'40" W, 370.11 feet;

THENCE N 01°43'40" E with the East line of the tract described in County Clerk File No 2010037777 Lubbock County Official Public Records, (LCOPR), the East line of the Plat Limits of Lots 46 through 59, Bella Mia Estates recorded in County Clerk File No 201204067, LCOPR, and the East line of the Plat Limits of Lots 1 through 45, Bella Mia Estates recorded in County Clerk File No 2007029457, LCOPR, a distance of 1621.85 feet to a found 5/8" iron rod for the most Westerly Northwest corner of this tract,

THENCE S 88°10'53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR), 500.26 feet to a found rod with yellow cap for a corner of this tract,

THENCE N 01°43'26" E, with the East line of the tract described in Volume 6160, Page 3, LCRPR, 659.66 feet to a found 1/2" iron rod for the most Northerly Northwest corner of this tract

THENCE S 88°13'23" E, with the South line of the tract described in Volume 4186, Page 233, LCRPR, 937.00 feet to a found 5/8" iron rod for the Northeast corner of this tract

THENCE S 01°46'39" W, with the West line of the tract described in County Clerk File No 2008005475, LCOPR, 2265.82 feet to a set 1/2" rod with cap for the Southeast corner of this tract and the Northeast corner of the 12.193 acre tract;

THENCE N 88°02'13" W, with the North line of the 12.193 acre tract, a distance of 1435.24 feet to the Place of Beginning and containing 67.716 Acres including any Right of Way

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk

Lubbock County TEXAS

May 09, 2013 02:17:17 PM

FEE: $20.00 2013018785

RESOLUTION

WHEREAS, the owners of 79.909 acres of real property further described in Exhibit A attached hereto located in Section 21, Block E-2, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 13th day of June, 2013; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th day of July, 2013; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Annexation Request-FM 1585
June 27, 2013

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Real Property Resources

By: Chris Berry

Name: CHRIS BERRY

Title: VICE PRESIDENT

KPA Ministries

By: [signature]

Name: Samuel J. Hawthorne

Title: Director

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 13 day of June, 2013, by Chris Berry, the Vice President of Real Property Resources, on behalf of said corporation.



Kalee Rich
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 13th day of June, 2013, by Samuel J. Hawthorne, the Director of KPA Ministries, on behalf of said corporation.



Suzi Fuentes
Notary Public, State of Texas

120284 TITLE ONE

DEED 2013018785
2 PGS

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

After recording return to: Real Property Resources, Inc.
(67.716 Acres in Bella Mia)
6305 82nd St
Lubbock, Texas 79424

WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

Date: April 25, 2013

Grantor: KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

Grantor Mailing Address (including county):
P.O. Box 64028
Lubbock, Texas 79464

Grantee:
Real Property Resources, Inc.

Grantee's Mailing Address (including county):
6305 82nd St
Lubbock, Lubbock County, Texas 79424

Consideration: TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

See Exhibit (A)

Reservations from and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2013, the payment of which Grantee assumes.
2. Restrictions, conditions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.
KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

Jared Squires

KPA Ministries
by: Jared Squires, Head Administrator and President

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 5-7-13 by Jared Squires, in his capacity as Head Administrator and President of KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy on behalf of said corporation.

Rebecca Michelle Orta
Notary Public, State of Texas

REBECCA MICHELLE ORTA
Notary Public, State of Texas
My Commission Expires 01-11-2017

Exhibit (A)

FIELD NOTES on a 67.716 Acre tract out of Section 21, Block E-2, Lubbock County, Texas being further described by metes and bounds as follows

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract and the Northwest corner of a 12.193 acre tract surveyed the same date from which the Southwest corner of Section 21 Block E 2 bears N 88°02'13" W (Texas North Central Zone Bearing Basis), 2148.63 feet and S 01°43'40" W, 370.11 feet;

THENCE N 01°43'40" E with the East line of the tract described in County Clerk File No 2010037777 Lubbock County Official Public Records, (LCOPR), the East line of the Plat Limits of Lots 46 through 59, Bella Mia Estates recorded in County Clerk File No 201204067, LCOPR, and the East line of the Plat Limits of Lots 1 through 45, Bella Mia Estates recorded in County Clerk File No 2007029457, LCOPR, a distance of 1621.85 feet to a found 5/8" iron rod for the most Westerly Northwest corner of this tract

THENCE S 88°10'53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR) 500.26 feet to a found rod with yellow cap for a corner of this tract,

THENCE N 01°43'26" E, with the East line of the tract described in Volume 6160, Page 3, LCRPR, 659.66 feet to a found 1/2" iron rod for the most Northerly Northwest corner of this tract

THENCE S 38°13'23" E, with the South line of the tract described in Volume 4186, Page 233, LCRPR, 937.00 feet to a found 5/8" iron rod for the Northeast corner of this tract

THENCE S 01°46'39" W, with the West line of the tract described in County Clerk File No. 2008005475, LCOPR, 2265.82 feet to a set 1/2" rod with cap for the Southeast corner of this tract and the Northeast corner of the 12.193 acre tract;

THENCE N 88°02'13" W, with the North line of the 12.193 acre tract, a distance of 1435.24 feet to the Place of Beginning and containing 67.716 Acres including any Right of Way

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk

Lubbock County TEXAS

May 09, 2013 02:17:17 PM

FEE: $20.00 2013018785

Plat and Field Notes

on a 12.193 Acre Tract out of Section 21, Block E-2, Lubbock County, Texas

Surveyor's Report

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Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

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Combined Scale Factor: 0.99975

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- Set 1/2" Rod with Stainless Steel Cap (Abacus Engineering RPLS 4460)
- Fd. 1/2" Iron Rod
- Indicates Electric Meter
- Indicates Down Guy
- Indicates Power Pole
- Indicates Sign
- Indicates Well
- Fd. 5/8" Iron Rod (Record Dignity. Rod With Cap Destroyed)
- Indicates Irrigation Pipe

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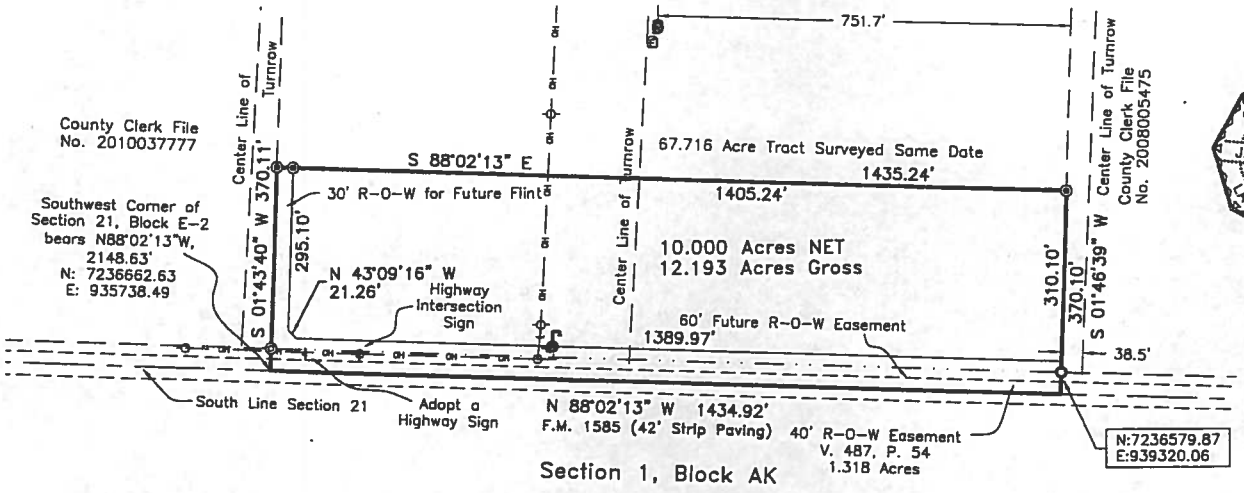
BEGINNING at a point near the center of F M. 1585 for the Southwest corner of this tract whence the Southwest corner of Section 21, Block E-2 bears N 88°02'13" W (Texas North Central Zone Bearing Basis), 2148 63 feet;

THENCE N 01°43'40" E. with the East line of the tract described in County Clerk File No. 2010037777, Lubbock County Official Public Records, (LCOPR), at 40 0 feet pass a found rod with yellow cap in the North Right of Way line of F.M. 1585, in all a distance of 349 64 feet to a set 1 2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Northwest corner of this tract and the Southwest corner of a 67 716 acre tract surveyed on the same date;

THENCE S 88°02' 16" E. with the South line of the 67 716 acre tract, at 30 feet pass a set 1/2" rod with stainless steel cap, in all 1435 24 feet to a set 1/2" rod with stainless steel cap in the West line of the tract described in Lubbock County Clerk File No 2008005475, LCOPR for the Northeast corner of this tract;

THENCE S 01°46'39" W, with the West line of the tract described in County Clerk File No 2008005475 LCOPR, at 330 10 feet pass a found 5/8" iron rod in the North Right of Way line of F M 1585, in all 370 10 feet to a point near the center of F M 1585 for the Southeast corner of this tract,

THENCE N 88°02'13" W, with the South line of Section 21 and with F M 1585, a distance of 1434 92 feet to the Place of Beginning and containing 12 193 Acres including any Right of Way



Scale: 1"=200'

Jared Squires and Kingdom Prep

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

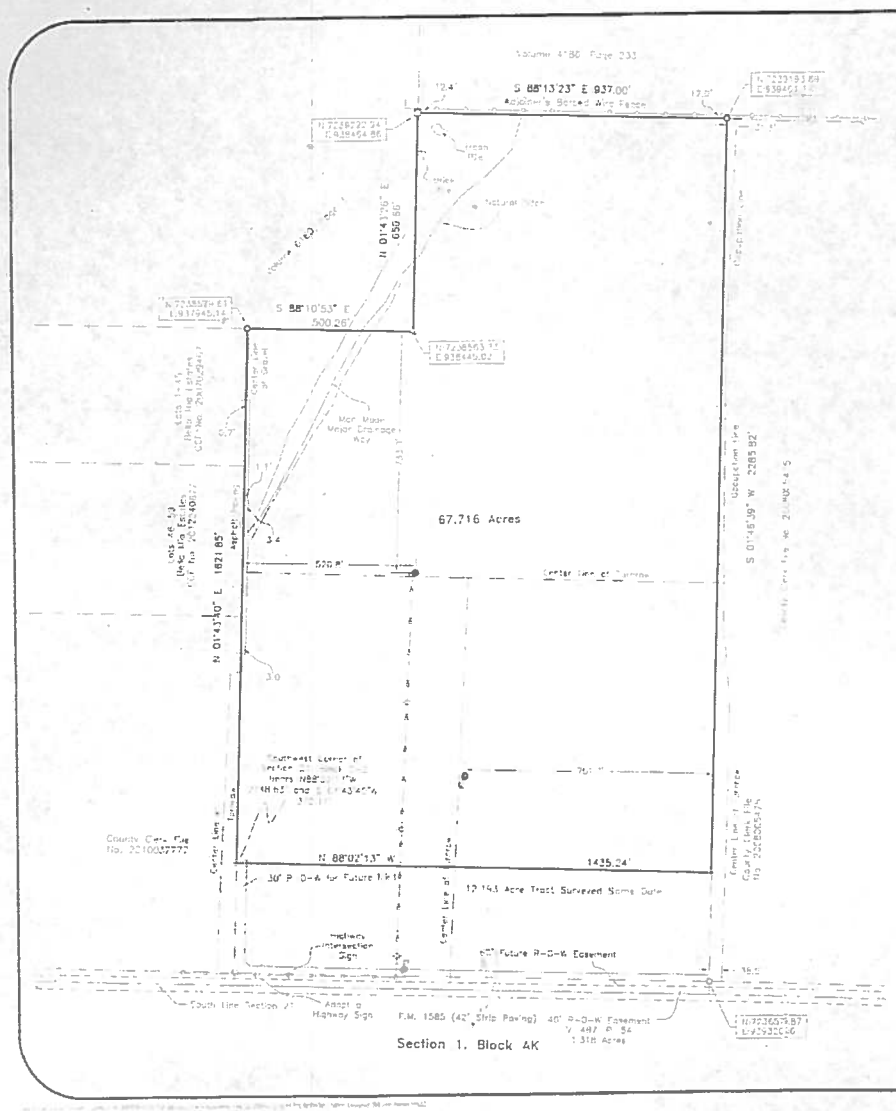
J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

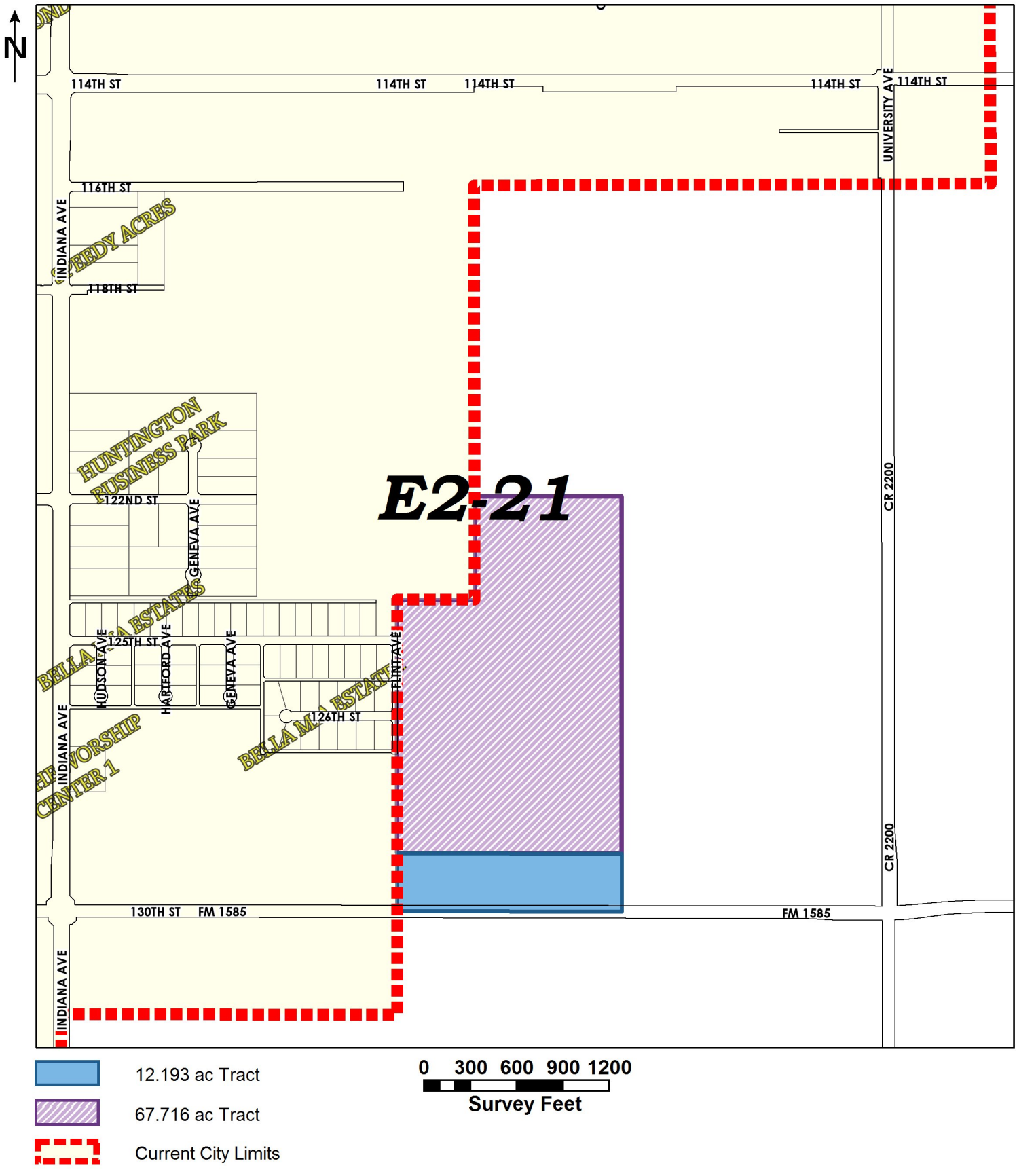
April 11, 2013

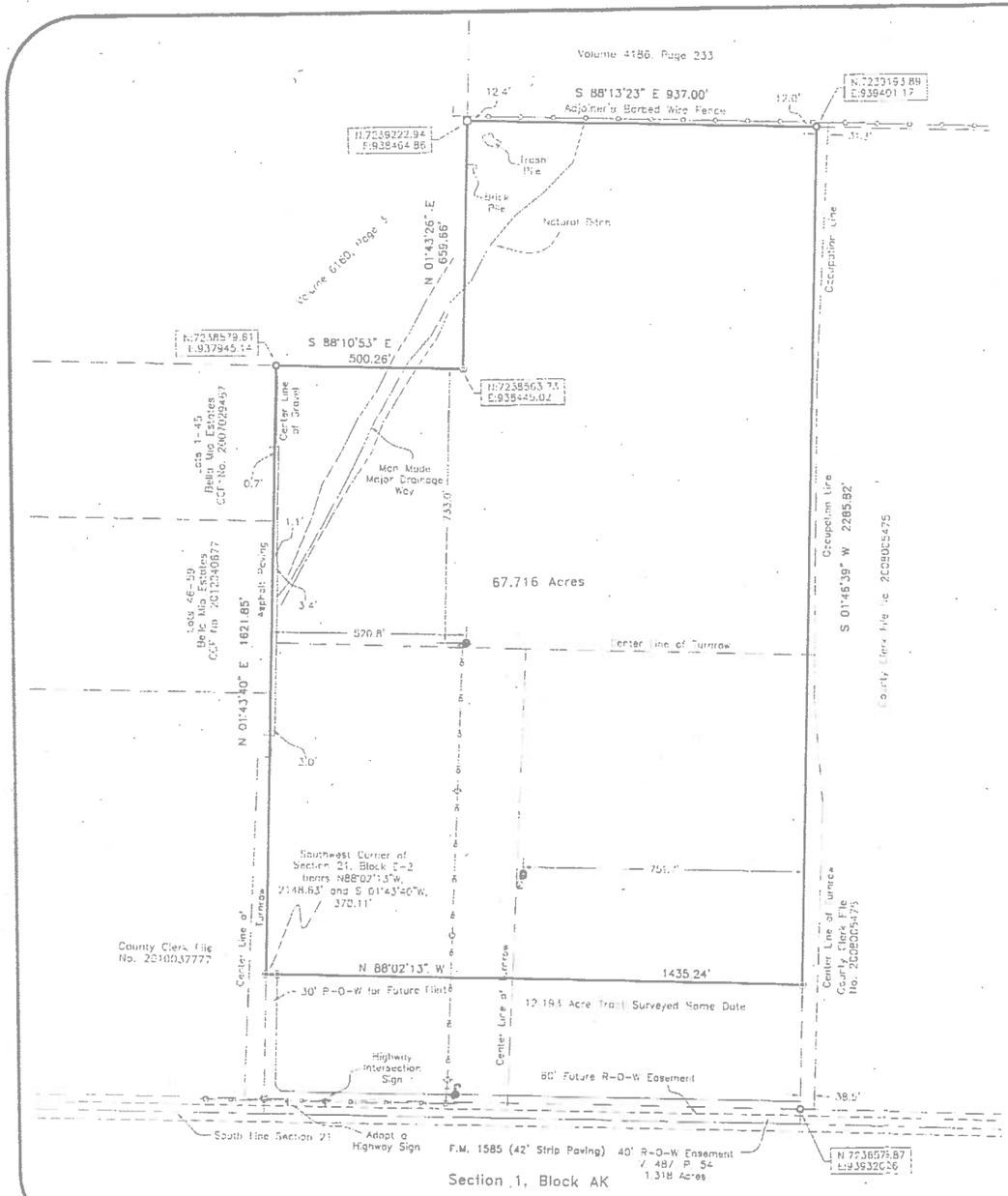
ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It
TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\BLOCK 2\SECTION 21\FIELDNOTES\SECTIONE2_DRAWING.DWG, 4/22/2013 12:57:24 PM, 3000P, AE, 2000P, PC3.PC3, 1:1, P.C3


S 88°13'23" E 937.00'
Abolishing Barbed Wire Fence
N 01°43'25" E
650.60'
S 88°10'53" E
500.26'
67.716 Acres
N 01°43'10" E 1821.85'
S 01°46'39" W 2285.92'
N 88°02'13" W
1435.24'
30' P. O-H for Future T.R.18
12.143 Acre Tract Surveyed Same Date
County Clerk File No. 2010007770
Southwest corner of Section 21
Items 782 and 783
Center Line of Survey
Center Line of Draw
Natural Gully
Mail Kiosk
Mail Kiosk Pedestal
Mail Kiosk Sign
Mailbox
Mailbox Sign
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Proposed Annexation of 2 Tracts Located in Section 21, Block E-2





Plat and Field Notes

on a 67.716 Acre Tract out of Section 21, Block E-2, Lubbock County, Texas

Surveyor's Report

This Plat is based on a survey made on the ground April 11, 2013.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence as to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

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THENCE N 01°43'40" E with the East line of the tract described in County Clerk File No. 2010037777, Lubbock County Official Public Records, (LCOPR), the East line of the Plat Limits of Lots 46 through 59, Bella Mia Estates recorded in County Clerk File No. 2012340677, LCOPR, and the East line of the Plat Limits of Lots 1 through 45, Bella Mia Estates recorded in County Clerk File No. 2007029467, LCOPR, a distance of 1621.85 feet to a found 5/8" iron rod for the most Westerly Northwest corner of this tract;

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- Fd. Rod With Yellow Cap (Record Dignity)
- Set 1/2" Rod with Stainless Steel Cap "Abacus Engineering RPLS 4460"
- Fd. 1/2" Iron Rod
- Indicates Electric Meter
- Indicates Down Guy
- Indicates Power Pole
- Indicates Sign
- Indicates Well
- Fd. 5/8" Iron Rod (Record Dignity, Rod With Cap Destroyed)
- Indicates Irrigation Pipe

Scale: 1"=200'

Surveyed For: Jared Squires, Kingdom Prep

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

April 17, 2013

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It! 806-745-7870
TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4360

Plat and Field Notes

on a 12.193 Acre Tract out of Section 21, Block E-2, Lubbock County, Texas

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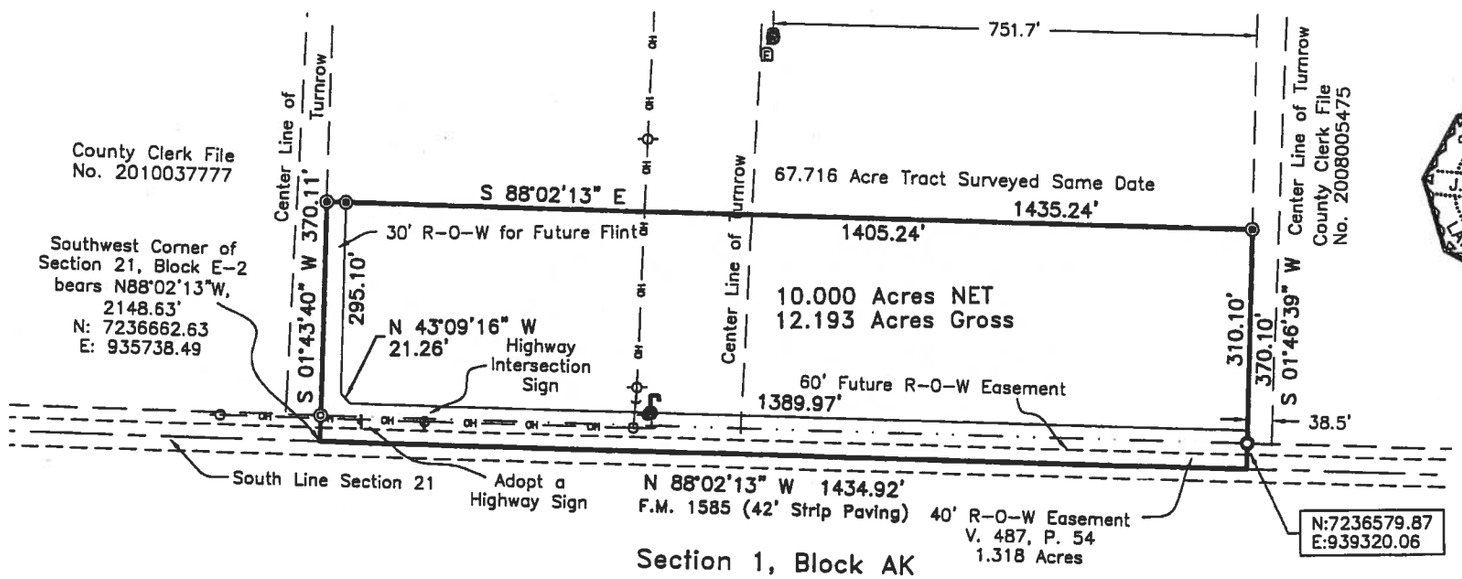
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THENCE S 01°46'39" W. with the West line of the tract described in County Clerk File No. 2008005475, LCOPR, at 330.10 feet pass a found 5/8" iron rod in the North Right of Way line of F.M. 1585, in all 370.10 feet to a point near the center of F.M. 1585 for the Southeast corner of this tract;

THENCE N 88°02'13" W. with the South line of Section 21 and with F.M. 1585, a distance of 1434.92 feet to the Place of Beginning and containing 12.193 Acres including any Right of Way.



Scale: 1"=200'

Jared Squires and Kingdom Prep

STATE OF TEXAS REGISTERED J.M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

April 11, 2013

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES\SECTIONBLOCK\BLOCKE-2\SECTION 21\FB2013\SEC21BASE(LAWSON).DWG, 4/12/2013 12:37:24 PM, SHARP MX-2300N PCL6(XPS)

Regular City Council Meeting **6. 2.**

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Hold the first of two public hearings to consider an ordinance for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one-half mile south of 130th Street (FM 1585) east of Quaker Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on May 29th, 2013. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be a continuation of the Kelsey Park neighborhood which is currently developing to the north. Mr. Robertson, of Ford Development, has shared his long term plans for this area, as well as the balance of the half section between Quaker Avenue and Indiana Avenue, north of 146th Street. This half section may at some point be petitioned for annexation. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Ford Development owns the land up to the center line of Quaker Avenue, as was the case for the half section of land annexed to the north. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Ordinance - Annex 76 Acres
Petition - Annexation
Resolution - Kelsey Park Annex
Annexation Map - Kelsey Park
Kelsey South - Proposed Annexation Map
Kelsey South - Letter from Fire Marshal

ORDINANCE NO. _____

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

WHEREAS, the City Council of the City of Lubbock on June 27, 2013, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

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

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

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

SECTION 1. THAT the area of land hereinafter described containing approximately 75.966 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 75.966 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT this Ordinance shall be effective twenty (20) days after final passage by the City Council.

SECTION 4. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/Ord.Annex-Kelsey Park South
July 12, 2013

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N, Lubbock, Texas 79401
Phone: 806-763-5642
Fax: 806-763-3891
Texas Registered Engineering Firm F-760
Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To: City Planning Department	Date: May 29, 2013	Job #
	Project Name: Section 4, Block AK	

Attn: Drew Paxton

We are sending you:
☒ Herewith ☐ Under Separate Cover Via

Copies	Date	Description
orig	5/29	Petition for Voluntary Annexation
1	5/29	Description
1	5/29	Sketch

These are transmitted as:
☒ For Your Use
☐ For Review & Comments
☐ For Approval
☐ For Your Records
☐ Return After Loan to Us
☐

Remarks:

Please place on the soonest available City Council agenda for consideration.

Copies to:

Signed: Terry Holeman

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City Of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Ford Development Corporation

By:_____

Commercial State Bank

By:_____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 24th day of May, 2013, by Rex Robertson on behalf of Ford Development Corporation

NOTARY PUBLIC STATE OF TEXAS
Elizabeth D Miller
My Commission Expires
04/25/2016

Elizabeth D. Miller
Notary Public in and for
The State of Texas
My Commission expires:_____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 24th day of May, 2013, by ~~Elizabeth Allen Carson~~ on behalf of Commercial State Bank

NOTARY PUBLIC STATE OF TEXAS
Elizabeth D Miller
My Commission Expires
04/25/2016

Elizabeth D. Miller
Notary Public in and for
The State of Texas
My Commission expires:_____

EXHIBIT
A

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 75.966 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at a point in the West line of Section 4, Block AK, for the Southwest corner of this tract which bears N. 01°48'13" E. a distance of 1979.62 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 661.00 feet to the Southwest corner of a 320.2 acre tract as described under County Clerk File No. 2007044643 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88°13'29" E., along the Southern boundary of said 320.2 acre tract, a distance of 3301.35 feet to the Northwest corner of a 118.6 acre tract as described under County Clerk File No. 2012051514 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°46'38" W., along the Western boundary of said 118.6 acre tract, a distance of 1475.17 feet;

THENCE N. 77°21'49" W. a distance of 33.36 feet;

THENCE N. 32°21'49" W. a distance of 14.14 feet;

THENCE N. 77°21'49" W. a distance of 407.08 feet;

THENCE S. 58°55'10" W. a distance of 13.82 feet;

THENCE N. 86°58'49" W. a distance of 61.47 feet;

THENCE N. 36°07'21" W. a distance of 15.78 feet;

THENCE N. 88°12'49" W. a distance of 472.22 feet;

THENCE N. 64°22'13" W. a distance of 506.66 feet;

THENCE S. 77°57'23" W. a distance of 12.22 feet;

THENCE N. 64°22'13" W. a distance of 54.10 feet to a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 274.00 feet, a central angle of 17°31'01", tangent lengths of 42.21, a chord bearing of N. 34°23'17" E and a chord distance of 83.44 feet to a point of tangency ;

THENCE N. 25°37'47" E. a distance of 101.00 feet;

THENCE N. 19°22'13" W. a distance of 21.21;

THENCE N. 64°22'13" W. a distance of 432.39 to a point of curvature;

THENCE Northwesterly around a curve to the left, said curve having a radius of 1544.00 feet, a central angle of 23°51'15", tangent lengths of 326.14 feet, a chord bearing of N. 76°17'51" W. and a chord distance of 638.19 to a point of tangency;

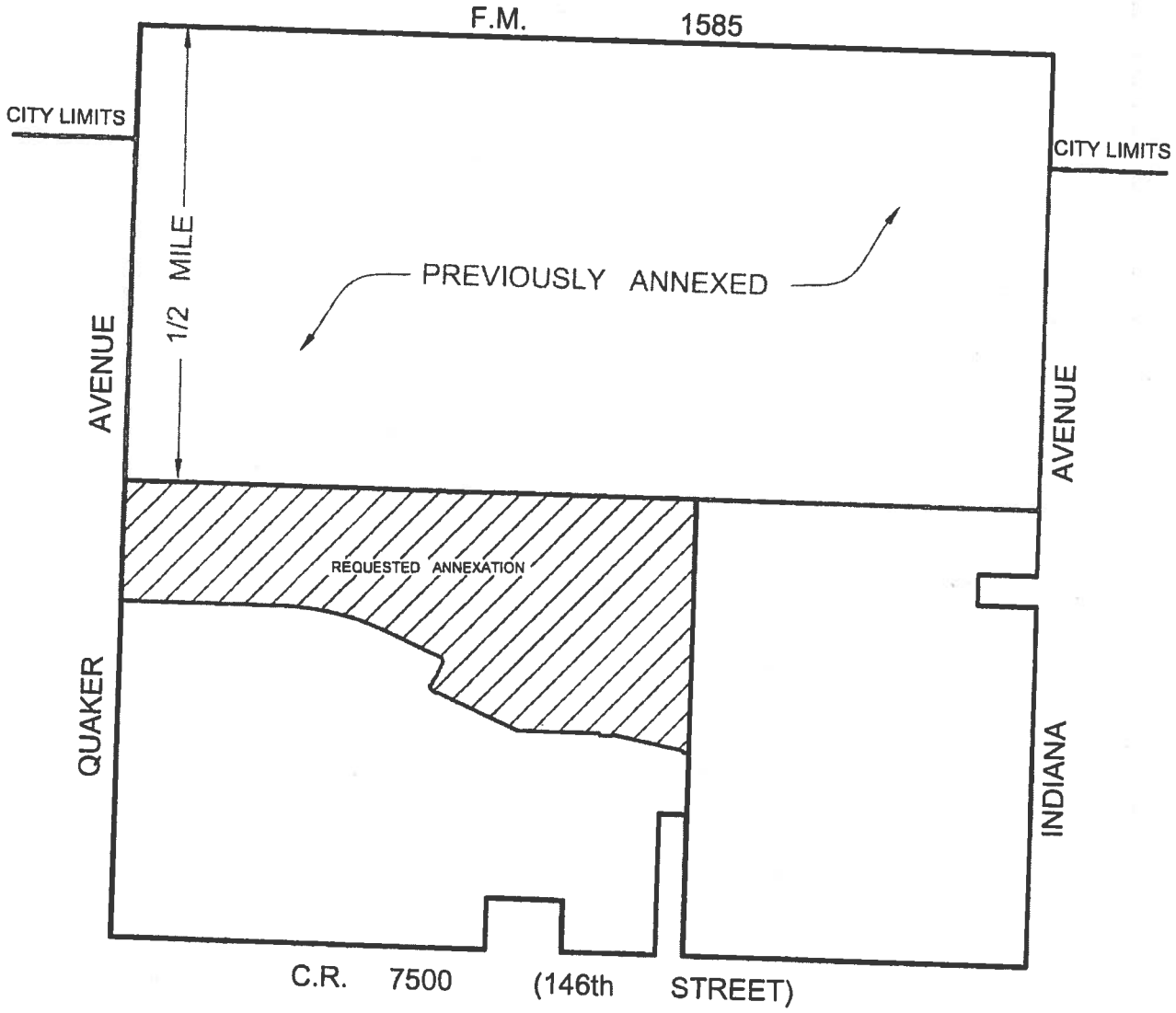
THENCE N. 88°13'29" W. a distance of 839.63 feet to the Point of Beginning.

CONTAINS: 3,309,064 square feet

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

Notice: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A"



PROPOSED PETITIONED ANNEXATION
KELSEY PARK SOUTH
5-28-2013

KELSEY PARK

FORD DEVELOPMENT CORPORATION

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 / 763-5842
FAX 806 / 763-3891

RESOLUTION

WHEREAS, the owners of 75.966 acres of real property further described in Exhibit A attached hereto located in Section 4, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 29th day of May, 2013; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 27th day of June, 2013; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Annexation Request-Kelsey Park South
May 31, 2013

CITY OF LUBBOCK

POPULATION 233,651

ANNEXATION MAP

SEPTEMBER 2012

DREW ST - FM 1294 10100
KEUKA ST 8500
STONEHILL ST 6900
BLUEFIELD ST 5300
KENT ST 3700
URSULINE ST 2100
ERSKINE ST 500
1ST ST 100
4TH ST 400
19TH ST 1900
34TH ST 3400
50TH ST 5000
66TH ST 6600
82ND ST 8200
98TH ST 9800
114TH ST 11400
130TH ST - FM 1585 13000

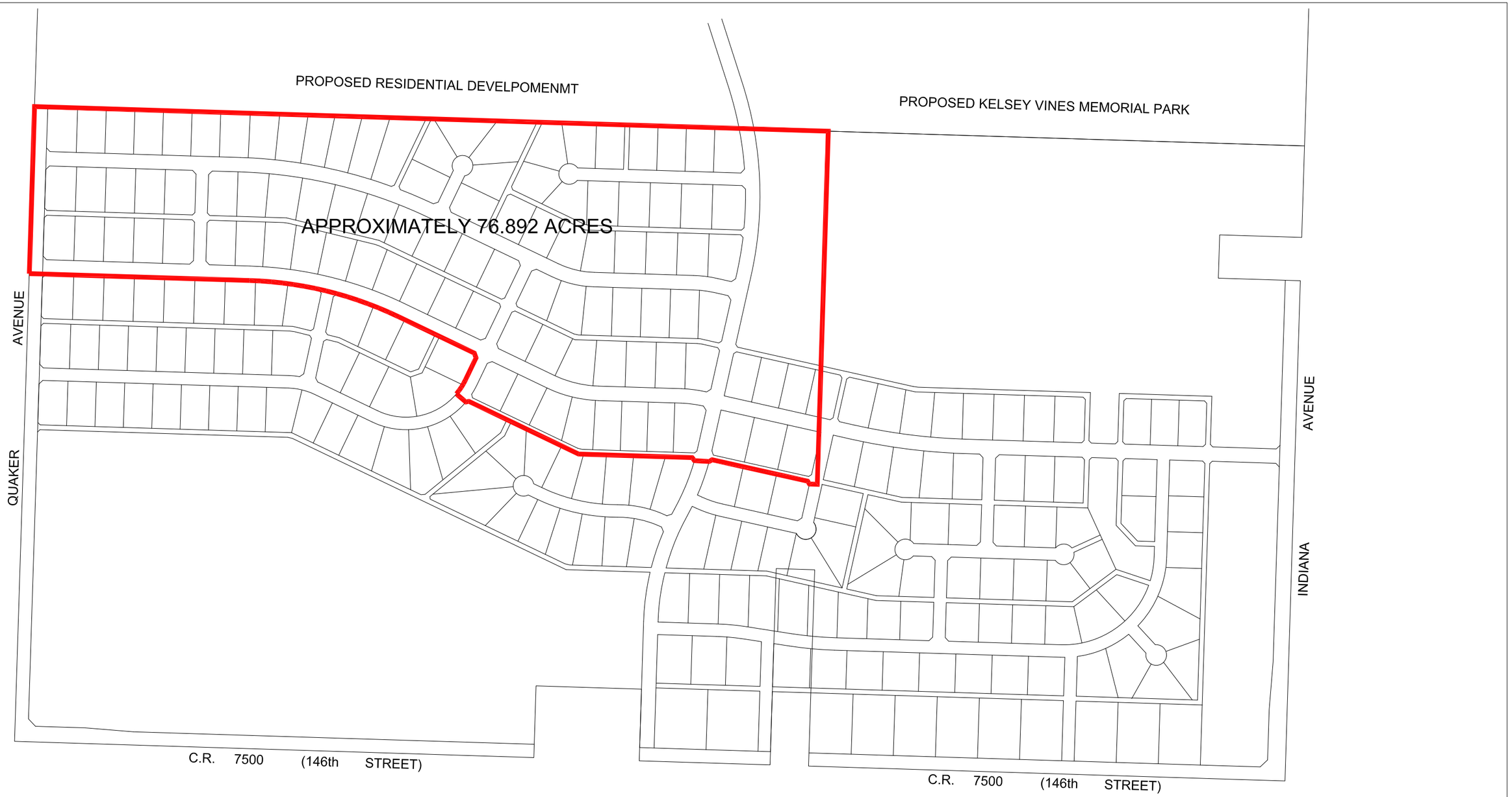
RESEARCH BLVD 9400
INLER AVE 8600
ALCOVE AVE 7900
UPLAND AVE 7200
MILWAUKEE AVE 6400
FRANKFORD AVE 5700
SLIDE ROAD 5100
QUAKER AVE 4300
INDIANA AVE 3300
UNIVERSITY AVE 2400
AVE P 1500
ASH AVE (AVE A) 100
MARTIN LUTHER KING JR. BLVD 1700
GUAVA AVE 3300
OLIVE AVE 4100
WOOD AVE 4900
FIDDLEWOOD AVE 5700

ANNEXATION ORDINANCES:

1. MINUTES V1 P12 - 4/22/1909
2. ORD 197 - 2/8/1921
3. ORD 328 - 12/17/1925
4. ORD 332 - 2/4/1926
5. ORD 333 - 2/11/1926
6. ORD 336 - 5/6/1926
7. ORD 410 - 4/12/1928
8. ORD 415 - 5/30/1928
9. ORD 417 - 7/12/1928
10. ORD 437 - 3/28/1929
11. ORD 457 - 11/29/1929
12. ORD 597 - 8/29/1938
13. ORD 613 - 5/25/1939
14. ORD 627 - 4/26/1940
15. ORD 651 - 8/8/1940
16. ORD 677 - 10/10/1941
17. ORD 704 - 2/22/1945
18. ORD 736 - 12/27/1945
19. ORD 749 - 3/28/1946
20. ORD 753 - 3/28/1946
21. ORD 766 - 4/11/1946
22. ORD 767 - 4/11/1946
23. ORD 769 - 4/25/1946
24. ORD 770 - 5/9/1946
25. ORD 771 - 5/9/1946
26. ORD 778 - 6/27/1946
27. ORD 783 - 7/25/1946
28. ORD 784 - 8/8/1946
29. ORD 785 - 8/8/1946
30. ORD 787 - 9/12/1946
31. ORD 793 - 10/24/1946
32. ORD 797 - 12/9/1946
33. ORD 795 - 12/19/1946
34. ORD 836 - 11/25/1947
35. ORD 837 - 11/25/1947
36. ORD 855 - 3/11/1948
37. ORD 909 - 4/28/1949
38. ORD 902 - 5/12/1949
39. ORD 908 - 6/9/1949
40. ORD 921 - 6/23/1949
41. ORD 922 - 6/23/1949
42. ORD 919 - 7/28/1949
43. ORD 928 - 9/8/1949
44. ORD 929 - 9/8/1949
45. ORD 935 - 10/27/1949
46. ORD 937 - 12/8/1949
47. ORD 941 - 12/15/1949
48. ORD 942 - 12/15/1949
49. ORD 943 - 12/15/1949
50. ORD 945 - 12/15/1949
51. ORD 946 - 12/15/1949
52. ORD 947 - 12/15/1949
53. ORD 948 - 12/15/1949
54. ORD 949 - 12/15/1949
55. ORD 951 - 12/15/1949
56. ORD 964 - 3/9/1950
57. ORD 965 - 3/9/1950
58. ORD 1108 - 9/14/1951
59. ORD 1134 - 10/25/1951
60. ORD 1197 - 5/8/1952
61. ORD 1206 - 6/12/1952
62. ORD 1213 - 6/26/1952
63. ORD 1218 - 7/10/1952
64. ORD 1229 - 8/14/1952
65. ORD 1232 - 8/14/1952
66. ORD 1250 - 9/11/1952
67. ORD 1252 - 9/11/1952
68. ORD 1300 - 12/19/1952
69. ORD 1301 - 12/19/1952
70. ORD 1304 - 12/19/1952
71. ORD 1313 - 12/28/1952
72. ORD 1316 - 2/26/1953
73. ORD 1338 - 4/9/1953
74. ORD 1339 - 4/9/1953
75. ORD 1421 - 8/27/1953
76. ORD 1503 - 2/11/1954
77. ORD 1595 - 10/22/1954
78. ORD 1621 - 12/21/1954
79. ORD 1651 - 2/24/1955
80. ORD 1653 - 2/24/1955
81. ORD 1654 - 2/24/1955
82. ORD 1683 - 4/28/1955
83. ORD 1704 - 6/9/1955
84. ORD 1705 - 6/9/1955
85. ORD 1734 - 7/28/1955
86. ORD 1746 - 8/25/1955
87. ORD 1763 - 10/20/1955
88. ORD 1818 - 2/28/1956
89. ORD 1824 - 5/8/1956
90. ORD 1866 - 5/25/1956
91. ORD 1897 - 6/28/1956
92. ORD 1949 - 8/23/1956
93. ORD 1948 - 9/13/1956
94. ORD 2118 - 1/24/1957
95. ORD 2119 - 2/28/1957
96. ORD 2168 - 5/9/1957
97. ORD 2169 - 5/9/1957
98. ORD 2170 - 5/9/1957
99. ORD 2194 - 6/13/1957
100. ORD 2198 - 6/13/1957
101. ORD 2199 - 6/13/1957
102. ORD 2200 - 6/13/1957
103. ORD 2279 - 8/22/1957
104. ORD 2397 - 3/27/1958
105. ORD 2479 - 6/26/1958
106. ORD 2533 - 9/11/1958
107. ORD 2535 - 9/11/1958
108. ORD 2536 - 9/11/1958
109. ORD 2544 - 9/11/1958
110. ORD 2545 - 9/11/1958
111. ORD 6201 - 10/28/1971
112. ORD 6517 - 12/14/1972
113. ORD 6596 - 4/26/1973
114. ORD 6631 - 5/10/1973
115. ORD 7340 - 10/14/1976
116. ORD 7361 - 11/18/1976
117. ORD 7504 - 8/11/1977
118. ORD 7557 - 12/8/1977
119. ORD 7747 - 10/12/1978
120. ORD 7900 - 8/23/1979
121. ORD 7903 - 8/23/1979
122. ORD 7991 - 2/14/1980
123. ORD 8025 - 4/10/1980
124. ORD 8074 - 8/14/1980
125. ORD 8647 - 8/23/1984
126. ORD 8649 - 8/23/1984
127. ORD 8648 - 9/13/1984
128. ORD 8660 - 9/27/1984
129. ORD 8688 - 12/13/1984
130. ORD 8689 - 12/13/1984
131. ORD 8958 - 9/11/1986
132. ORD 9099 - 8/27/1987
133. ORD 9933 - 8/22/1996
134. ORD 10117 - 1/14/1999
135. ORD 2005-00014 - 2/10/2005
136. ORD 2005-00030 - 3/24/2005
137. ORD 2005-00063 - 6/23/2005
138. ORD 2005-00067 - 6/23/2005
139. ORD 2005-00078 - 7/28/2005
140. ORD 2006-00067 - 6/8/2006
141. ORD 2006-00068 - 6/8/2006
142. ORD 2006-00119 - 11/21/2006
143. ORD 2006-00121 - 12/7/2006
144. ORD 2008-00085 - 10/9/2008
145. ORD 2008-00104 - 12/4/2008
146. ORD 2009-00109 - 12/3/2009
147. ORD 2011-00097 - 10/27/2011
148. ORD 2012-00076 - 7/26/2012

City of Lubbock
GIS & Data Services
1625 13th Street
P.O. Box 2000
Lubbock, TX 79457

city of lubbock TEXAS



KELSEY PARK

PROPOSED PETITIONED ANNEXATION
FOR
KELSEY PARK SOUTH
4-23-2013

FORD DEVELOPMENT CORPORATION

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

400

Fire Marshal's Office
1601 Mac Davis Lane.
Lubbock, Texas 79403
806-775-2646 • Fax 806-775-3508

June 4, 2013

Re: Proposed Annexation

To Whom It May Concern:

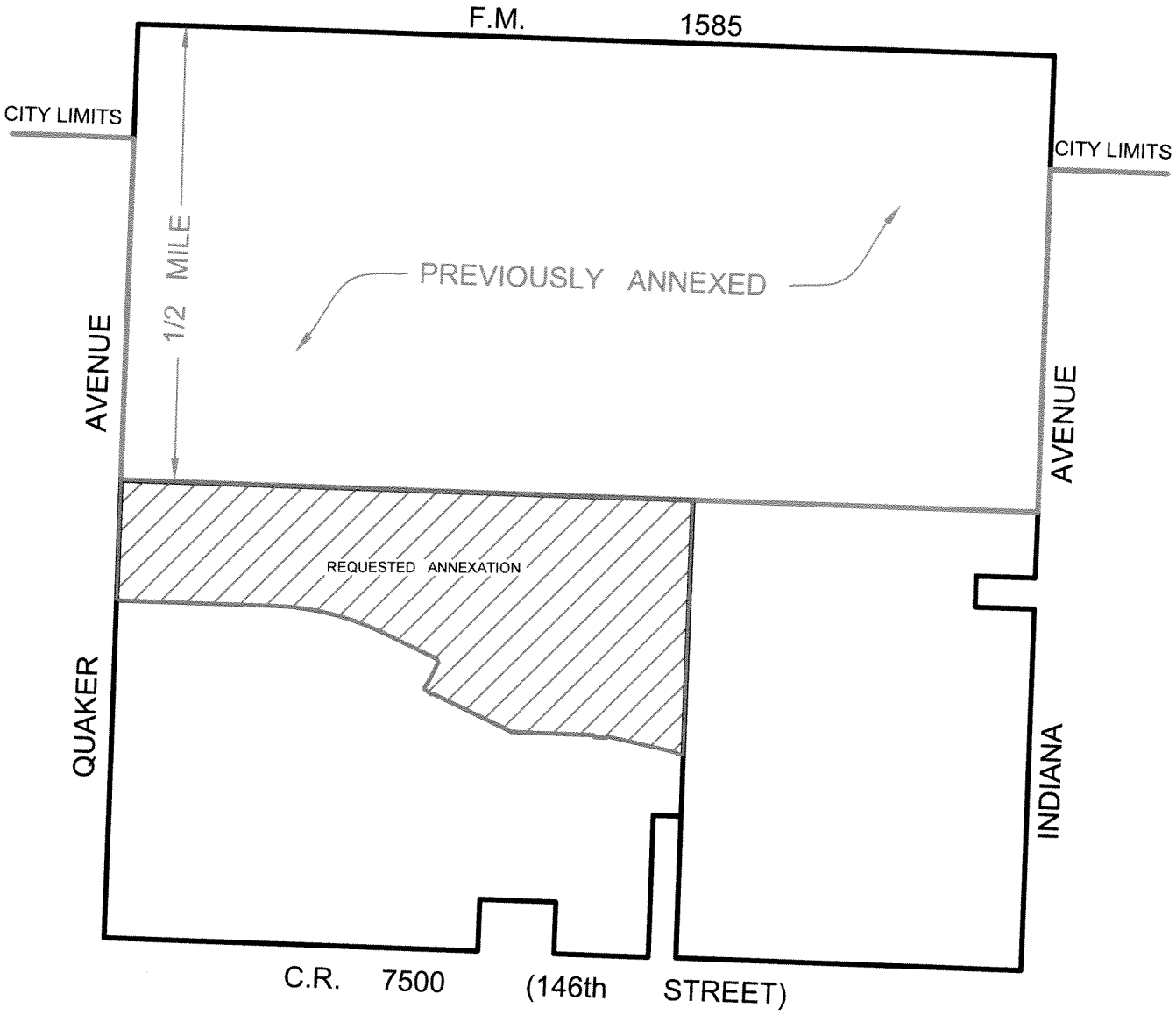
As requested, the Fire Marshal's Office investigated the ability of our department to provide fire protection to an area known as Kelsey Park South. This area lies just south of the current city limits and is shown in detail on Exhibit "A" which is attached to this letter.

It was determined by LFD personnel that the area in question can be adequately served by the Lubbock Fire Department.

Sincerely,

Garett Nelson
Fire Marshal

EXHIBIT "A"



PROPOSED PETITIONED ANNEXATION
KELSEY PARK SOUTH
5-28-2013

KELSEY PARK

FORD DEVELOPMENT CORPORATION

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

Regular City Council Meeting **6. 3.**

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing at 6:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Overton Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2013. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal, and notices were mailed to the property owners on Monday, July 22, 2013, as required by statute.

The proposed assessment rate for 2013 is $0.18 per $100 valuation. This is the same rate as 2012. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2013. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - North Overton PID Public Hearing

2013 North Overton PID Public Hearing

Notice of Public Hearing for the Review of the Assessment Rate for the North Overton Public Improvement District

Please take notice that on August 8, 2013, 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 review the 2013 assessment rate for property owners in the North Overton 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 Assessment Roll will be available for viewing in the City Secretary's Office after July 22, 2013.

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 services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. 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 and improvements provided by the District is approximately $2,631,785 over the next five (5) years. The estimated annual cost rises from $508,152 in FY 2013-14 to $547,688 in FY 2017-18. The District shall not incur bonded indebtedness. The costs are based on an assessment rate of $0.18 per $100.00 of valuation through year 2017. Assessments to cover estimated costs of enhanced services and improvements will be applied only to newly developed areas during the early years, and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in those blocks.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The boundary includes a portion of the area between Fourth Street on the North, Avenue Q to the East, Broadway on the South, and University Avenue to the West. A detailed map of the District and 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.

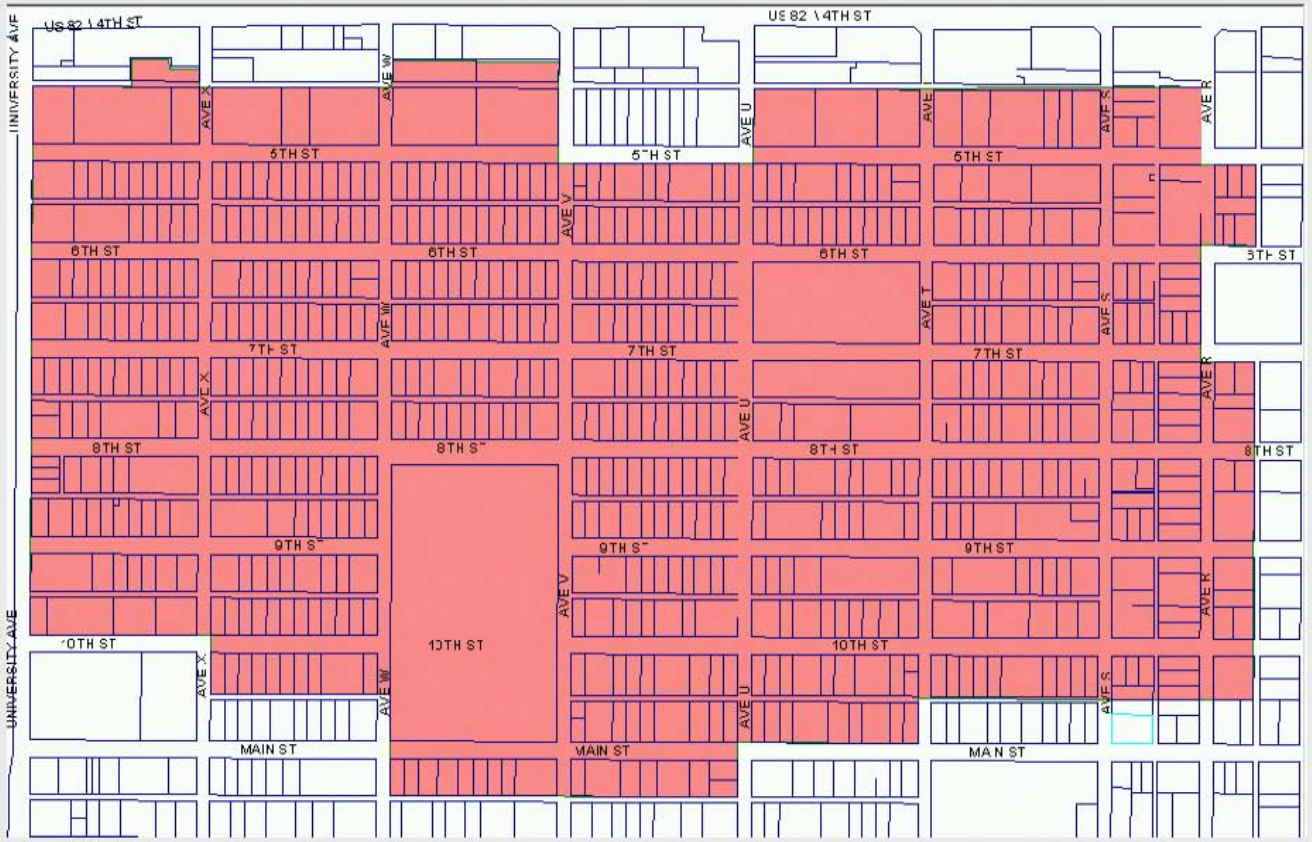
Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985

August 8, 2013

North Overton Public Improvement District

NORTH OVERTON PID DISTRICT

4TH STREET/MARSHA SHARP FWY.



UNIVERSITY STREET

AVENUE Q

BROADWAY

Assessment

- Assessment Rate
  - 2012 Assessment Rate - $0.18 per $100 valuation
  - Proposed 2013 Assessment Rate - $0.18 per $100 valuation

- Assessment Per $100,000 valuation

2004 – 2007	$ 150
2008 – 2010	170
2011 – 2016	180

Service Plan

- Changes to the Service Plan
  - Revised values and revenue projections based on actual and projected values.
  - Revised expenditures based on current costs and expected future costs.
    - The maintenance agreement for the North Overton PID will need to be re-bid prior to November 2013.

Regular City Council Meeting **6. 4.**

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Overton Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2013 is $0.18 per $100 valuation. This is the same rate as 2012.

All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2013. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Overton Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2013, based on estimated values, is $514,630.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2013 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2013-14; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 9, 2003 the City Council passed Resolution No.2003-R0468 which made certain findings concerning the advisability of creating the North Overton Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2013 Service and Assessment Plan for the North Overton Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 8, 2013, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2013 assessments within the North Overton Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2013 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2007, assessment rate of $0.17 per $100.00 of net taxable value for year 2008 through year 2010, and assessment rate of $0.18 per $100.00 valuation for year 2011 through 2017, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED 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 review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2013 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property will be assessed on a block-by-block basis determined by the public improvements to be maintained by PID funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 8, 2013 at 6:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2013 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the

payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2014 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Overton Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2013.

Passed by the City Council on second reading on_____, 2013.

_____
Glenn C. Robertson, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/NO PID Ordinance 2013 Assessment
July 18, 2013

Exhibit A

NORTH OVERTON PID DISTRICT

4TH STREET/MARSHA SHARP FWY.



UNIVERSITY STREET

AVENUE Q

BROADWAY

City of Lubbock, TX
Finance Department
North Overton PID Assessment and Service Plan
Exhibit B

Method of Assessment

* Properties will be assessed based on the City's 2013 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2013 values, however, the actual assessment will be based on the final 2013 net taxable values.

* Assessment will be $0.18/$100.00 valuation.

* All property zoned commercial and high - density residential under the City of Lubbock's Zoning Ordinance will be assessed beginning January 1, 2004.

* All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block, at the time public improvements to be maintained by PID funds are completed in that block, as of January 1 of the assessed year.

Service Plan

	Actual					Proposed			
Calendar Year	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Totals**
Property Values *	$ 260,669,009	250,852,305	265,378,108	294,747,915	314,496,025	336,825,243	353,666,505	371,349,831	$ 371,349,831
Discounted Property Values	260,669,009	250,852,305	265,378,108	285,905,478	305,061,145	326,720,486	343,056,510	360,209,336	360,209,336
Fiscal Year Revenues	**2010-11**	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**Totals***
Interest Earnings	251	1,157	543	104	121	208	365	569	23,948
Assessment @ $0.18	-	412,034	454,695	514,630	549,110	588,097	617,502	648,377	3,784,445
Total	**444,105**	**413,191**	**455,238**	**514,734**	**549,231**	**588,305**	**617,867**	**648,946**	**5,531,115**
Expenses									
Security	-	-	-	-	-	-	-	-	146,381
Lighting	25,545	42,712	30,450	40,000	41,200	42,436	43,709	45,020	387,020
Landscape	382,325	391,572	430,018	451,519	456,034	465,155	474,458	483,947	4,550,260
Annual Operating Cost	3,819	3,252	4,498	4,633	4,772	4,915	5,063	5,214	61,645
Administrative Costs	-	16,568	10,652	12,000	12,360	12,731	13,113	13,506	90,929
Total	**411,690**	**454,104**	**475,618**	**508,152**	**514,366**	**525,237**	**536,342**	**547,688**	**4,688,547**
Cash Reserve	$ **102,918**	**62,005**	**41,625**	**48,207**	**83,071**	**146,139**	**227,664**	**328,922**	$ **227,664**

*** The total column includes prior year amounts that are hidden and do not show on the spreadsheet.**

Assessment Information

2004-2007
Assessment per $100,000 **$ 150.00**
2008-2010
Assessment per $100,000 **170.00**
2011-2016
Assessment per $100,000 **180.00**

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

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing at 6:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Point Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2013. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal and notices were mailed to the property owners on Monday, July 22, 2013, as required by statute.

The proposed assessment rate for 2013 is $0.14 per $100 valuation. This is the same rate as 2012. The assessment rate is proposed at $0.14 per $100 valuation through year 2017. All property will be assessed for 2013.

The North Point PID Advisory Board reviewed the proposed Service and Assessment Plan at its May 2, 2013 meeting and recommends approval.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - North Point PID Public Hearing

North Point PID Public Hearing

Notice of Public Hearing for the Review of the Assessment Rate for the North Point Public Improvement District

Please take notice that on August 8, 2013, 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 review the 2013 assessment rate for property owners in the North Point 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 Assessment Roll will be available for viewing in the City Secretary's Office after July 22, 2013.

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 services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

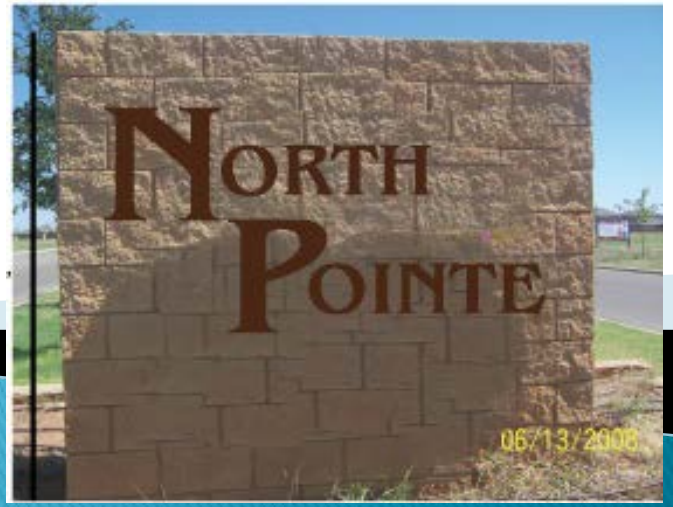
Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $589,429 over the next five (5) years. The estimated annual cost decreases from $250,547 in FY 2013-14 to $61,848 in FY 2017-18. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2017.

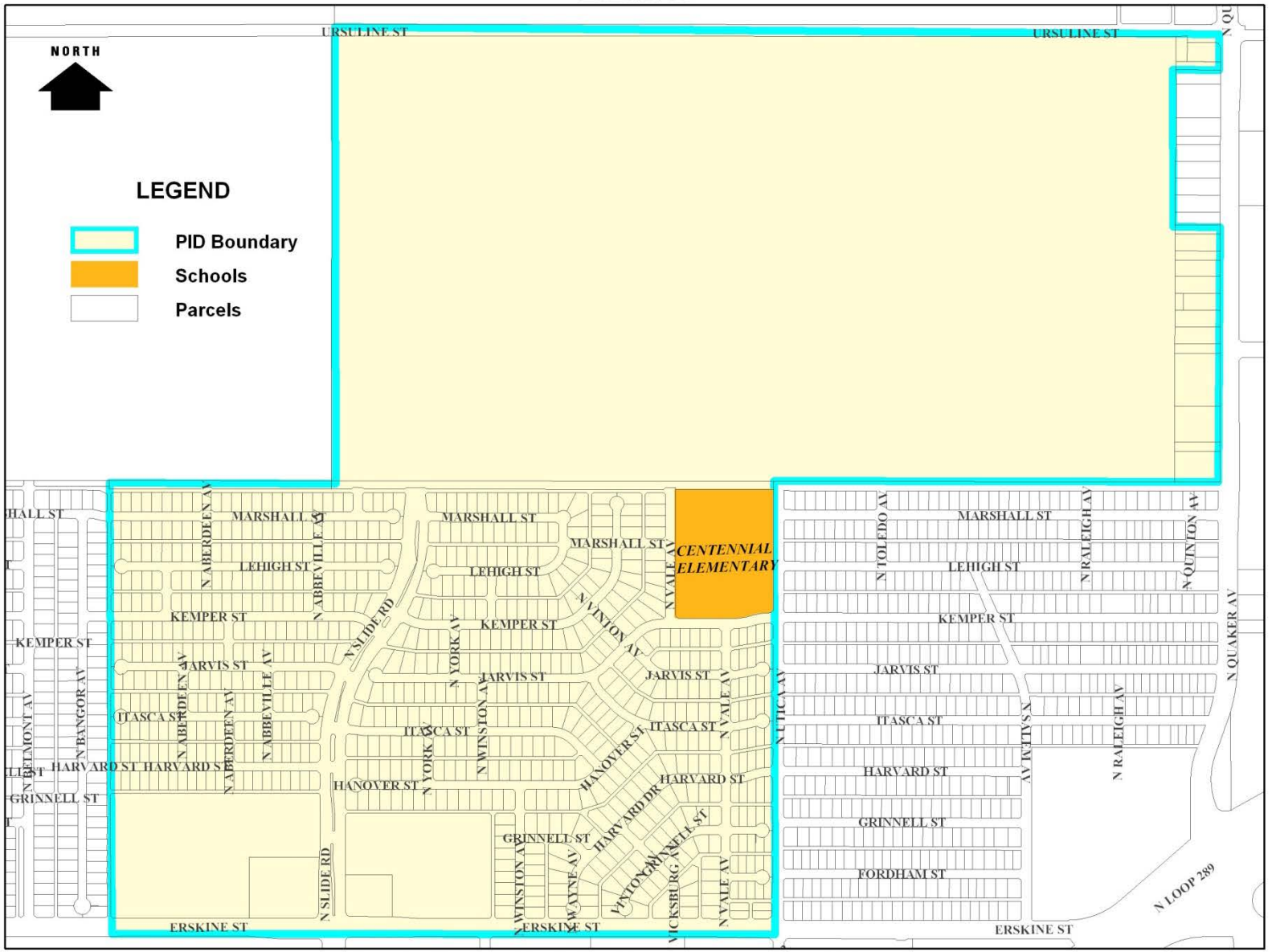
Boundaries. The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District 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, Fiscal Policy Department, at 775-2985

North Point Public Improvement District





North Point Public Improvement District

Assessment Rate

- 2012 Assessment Rate – $0.14 per $100 valuation
- Proposed 2013 Assessment Rate – $0.14 per $100 valuation

Assessment Per $100,000 Valuation

2004-2016

Assessment per $100,000	$140.00

Service Plan

- Changes to the Service Plan
  - Revised revenue projections based on actual values and amended projections through 2017.
  - Revised cost estimates for expenditures based on current costs.
  - Revised projected expenditures to include costs associated with installation of a walking track.

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

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an Ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Point Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2013 is $0.14 per $100 of valuation. This is the same rate as 2012. The assessment rate is proposed at $0.14 per $100 valuation through 2017. All property will be assessed for 2013.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Point Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2013, based on estimated values, is $81,257.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2013 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2013-14; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543 which made certain findings concerning the advisability of creating the North Point Public Improvement District (Exhibit A), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service Plan and an Assessment Plan for the North Point Public Improvement District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2013 Service and Assessment Plan for the North Point Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 8, 2013, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2013 assessments within the North Point Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2013 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and approve, adopt and file with the City Secretary the assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the Revised Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2017, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED 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 review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Revised Service Plan, each property owner in the District identified for assessments in 2013 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property will be assessed on an annual basis beginning January 1, 2005.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 8, 2013 at 6:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and

place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10^{th} day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2013 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2014 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Point Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2013.

Passed by the City Council on second reading on_____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

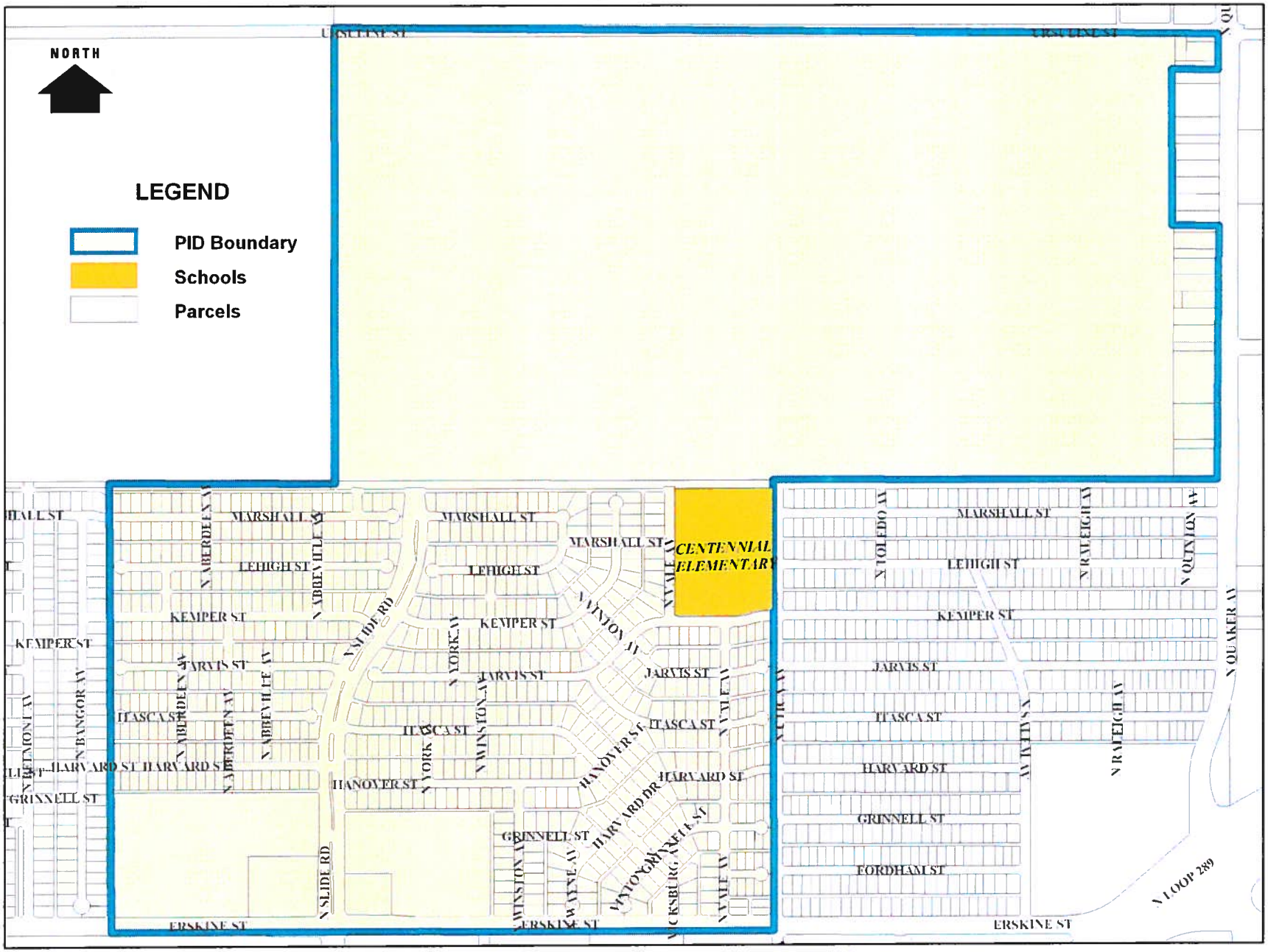
_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Ordinances/North Point PID Assessment 2013
July 18, 2013

Exhibit A



North Point Public Improvement District

City of Lubbock, TX
Finance Department
North Point PID Method of Assessment

* Properties will be assessed based on the City's 2013 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2013 "net taxable value".

City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan

Service Plan

	Actuals		Reforecasted	Proposed					
Calendar Year	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Totals**
Property Values* (Taxable)	$ 54,852,353	57,194,936	59,408,213	59,836,052	61,032,773	62,253,429	63,498,497	64,768,467	$ 64,768,467
Discounted Property Values	54,852,353	57,194,936	59,408,213	58,040,970	59,201,790	60,385,826	61,593,542	62,825,413	62,825,413
Fiscal Year Revenues	**2010-11**	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**Totals^**
Interest	301	475	1,285	793	371	185	250	315	10,374
Assessment @ $0 14	76,792	80,568	74,959	81,257	82,883	84,540	86,231	87,956	916,884
Total	**$ 77,093**	**81,044**	**76,244**	**82,050**	**83,254**	**84,725**	**86,481**	**88,271**	**$ 927,258**
Expense									
Slide Road - right of way & median maintenance	10,017	7,949	16,250	12,786	12,786	12,786	13,042	13,303	152,480
Water cost for irrigation	15,382	5,599	16,830	17,672	18,202	18,748	19,310	19,889	135,157
Repair and Replacement of Public Improvements	-	-	-	5,000	5,100	5,202	5,306	5,412	28,803
Right-of-way Improvements	-	-	-	-	-	-	-	-	500
Neighborhood Entry Stations (2)									
General Maintenance (3 rotations of color)	-	-	-	-	-	-	-	-	-
Seasonal Lighting of Entry	-	-	9,093	2,500	2,550	2,601	2,653	2,706	23,503
Hike & Bike Trails under utility easement									
50 ft wide linear track, 17 5 acres @ $1,178	-	-	-	-	5,000	5,100	5,202	5,306	31,723
Electric Cost for Lights & Seasonal Lighting	514	423	1,122	1,156	2,400	2,472	2,546	2,623	16,304
Administrative Costs	2,427	2,218	3,812	5,400	5,562	5,729	5,901	6,078	38,215
Annual Operation Cost	4,054	3,280	5,916	6,034	6,155	6,278	6,404	6,532	48,134
(Notices, Public Hearings, Collection Costs, Advisory Group)									
Capital Outlay									
Constr of trail, 63,360 sq ft @ $5 00 = $316,800			-	200,000	100,000	-	-	-	300,000
Total	**$ 32,394**	**19,469**	**53,023**	**250,547**	**157,755**	**58,916**	**60,363**	**61,848**	**$ 774,820**
Cash Reserve	**232,291**	**293,865**	**317,086**	**148,588**	**74,088**	**99,897**	**126,015**	**152,437**	**152,437**

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2010

Assessment Information

2004-2016

Assessment per $100,000 **$ 140.00**

Regular City Council Meeting **6. 7.**

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing at 6:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2013 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Quincy Park Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2013. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal and notices were mailed to the property owners on Monday, July 22, 2013, as required by statute.

The proposed assessment rate for 2013 is $0.15 per $100 of valuation. This is the same rate as 2012. The assessment rate is proposed at $0.15 per $100 valuation through 2017. All property will be assessed for 2013.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - Quincy Park PID Public Hearing

Quincy Park PID Assessment Public Hearing

Notice of Public Hearing for the Review of the Assessment Rate for the Quincy Park Public Improvement District

Please take notice that on August 8, 2013, 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 2013 assessment rate for property owners in the Quincy 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 Assessment Roll will be available for viewing in the City Secretary's Office after July 22, 2013.

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 public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including 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 $372,984 over the next five years. The estimated annual cost rises from $61,987 in FY 2013-14 to $117,261 in FY 2017-18. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through year 2017.

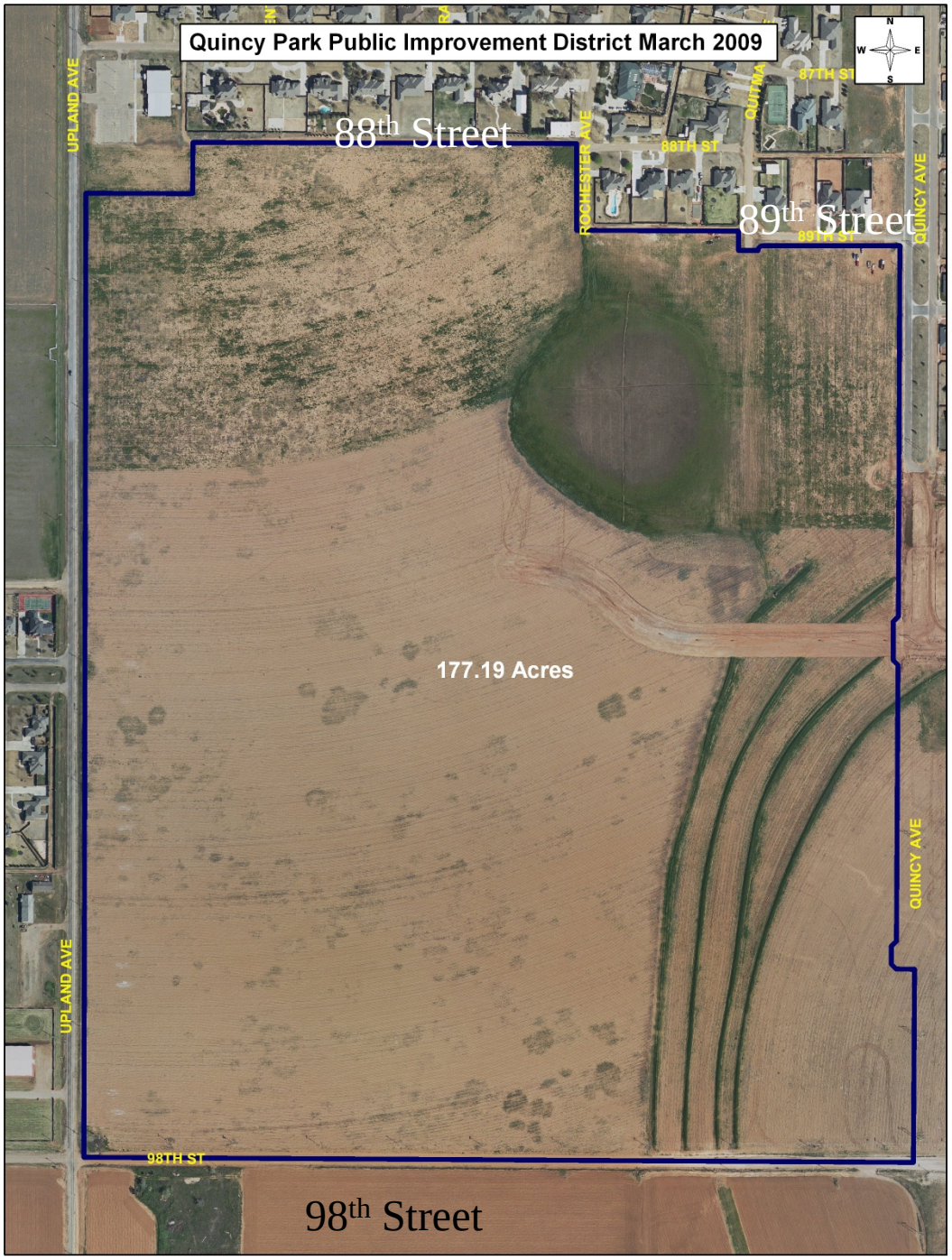
Boundaries. The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District (PID) generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed 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, City of Lubbock Fiscal Policy Department, at 775-2985

Quincy Park Public Improvement District

August 8, 2013



Upland Avenue

Quincy Avenue

Assessment Rate

- 2012 Assessment Rate - $0.15 per $100 valuation
- Proposed 2013 Assessment Rate - $0.15 per $100 valuation

Assessment Per $100,000 Valuation

2010-2017

Assessment per $100,000	$150.00

Service Plan

- Changes to the Service Plan
  - Revised revenue projections based on actual values and amended projections through 2017.

Regular City Council Meeting **6. 8.**

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Quincy Park Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of, or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code.

The proposed assessment rate for 2013 is $0.15 per $100 of valuation. This is the same rate as 2012. The assessment rate is proposed at $0.15 per $100 valuation through 2017. All property will be assessed for 2013.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available in the City Secretary office.

Fiscal Impact

The assessments will go into a separate Quincy Park Public Improvement District Fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of parks and green spaces together with any ancillary structures, features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2013, based on estimated values, is $50,119.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2013 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2013-14; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219 which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2013 Service and Assessment Plan for the Quincy Park Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 8, 2013, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2013 assessments within the Quincy Park Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2013 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2017, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED 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 review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2013 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 8, 2013 at 6:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2013 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2014 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Quincy Park Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/Quincy Park PID Ordinance 2013 Assessment
July 18, 2013

City of Lubbock, TX
Finance Department
Quincy Public Improvement District Map
Exhibit A

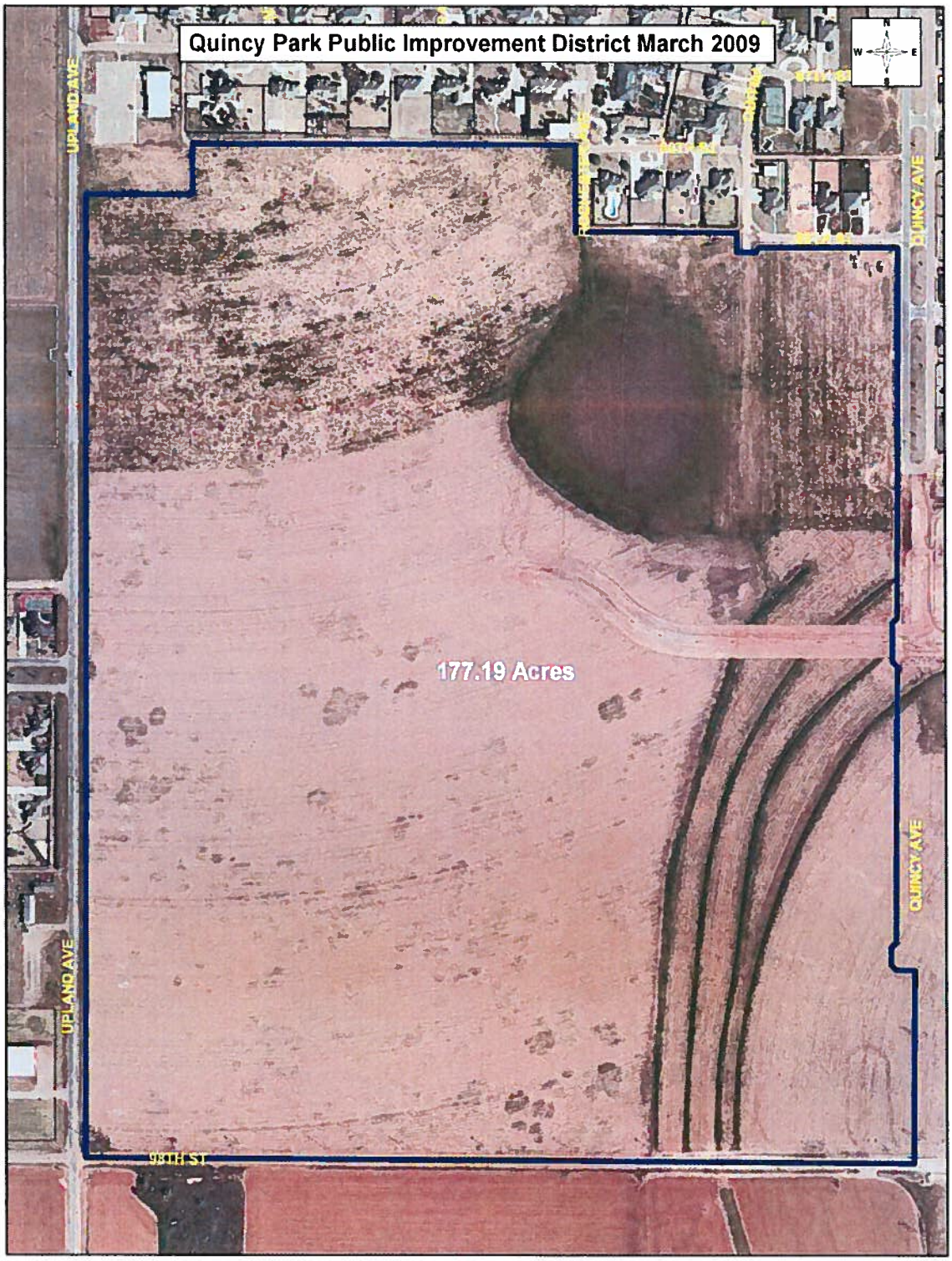


Exhibit A

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment Plan
Exhibit B

* Properties will be assessed based on the City's 2013 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2013 "net taxable value".

City of Lubbock, TX
Finance Department
Quincy Park PID Service Plan
FY 2013-14

	Actual		Proposed						
Calendar Year^	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Totals**
Property Values*	$ 10,371,428	20,346,803	26,996,464	34,445,778	45,259,694	56,289,887	67,540,685	81,041,499	$ 81,041,499
Discounted Property Values	10,371,428	20,346,803	26,996,464	33,412,405	40,733,724	50,660,899	60,786,617	72,937,349	72,937,349
Fiscal Year Revenues	**2010-11**	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**Totals**
Interest Earnings	-	45	56	89	60	55	333	589	1,227
Assessment @ $0.15	15,200	31,371	36,502	50,119	61,101	75,991	91,180	109,406	470,870
Total	**15,200**	**31,416**	**36,558**	**50,208**	**61,160**	**76,046**	**91,513**	**109,995**	**472,097**
Expenses									
93rd Street - Boulevard & Entrances									
Maintenance of Boulevard and Entrances	-	-	4,000	10,000	10,200	10,404	10,612	10,824	56,040
Park @ 91st & Quitman (8.84 Acres)									
Park maintenance of 8.84 acres	-	-	22,542	40,000	40,800	41,616	42,448	43,297	230,704
Electric Cost for Lights	-	-	2,040	3,084	3,146	3,209	3,273	3,338	18,089
Administrative Costs	-	3,321	5,100	5,100	5,202	5,306	5,412	5,520	34,961
Annual Operation Cost									
Public Hearing and Collection Cost	3,481	3,285	3,692	3,803	3,917	4,035	4,156	4,281	30,650
Reimburse developer for expenses	-	-	-	-	-	-	-	50,000	50,000
Total	**$ 3,481**	**6,605**	**37,375**	**61,987**	**63,265**	**64,570**	**65,901**	**117,261**	**$ 420,444**
Cash Reserve	**11,720**	**36,531**	**35,714**	**23,935**	**21,830**	**33,306**	**58,918**	**51,653**	**51,653**

*Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information

2010-2016
Assessment per $100,000 **150.00**

Regular City Council Meeting **6. 9.**

Meeting Date: 08/08/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Finance: Hold a public hearing to consider the 2013 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Valencia PID to speak in favor of or opposition to the assessment to be levied in the Valencia PID for 2013. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal and notices were mailed to the property owners on Monday, July 22, 2013, as required by statute.

The proposed assessment rate for 2013 is $0.11 per $100 of valuation. This is the same rate as 2012.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - Valencia PID Public Hearing

Public Hearing Powerpoint

Notice of Public Hearing for the Review of the Assessment Rate for the Valencia Public Improvement District

Please take notice that on August 8, 2013 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 2013 assessment rate for property owners in the Valencia 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 Assessment roll will be available for viewing in the City Secretary's Office after July 22, 2013.

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) maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the maintenance of such parks and greens; 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 $54,809 over the next five years. The estimated annual cost rises from $4,005 in FY 2013-14 to $14,297 in FY 2017-18. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2017.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The proposed Valencia Public Improvement District (PID) generally covers a portion of an area in the City of Lubbock, Lubbock County, Texas, generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee 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.

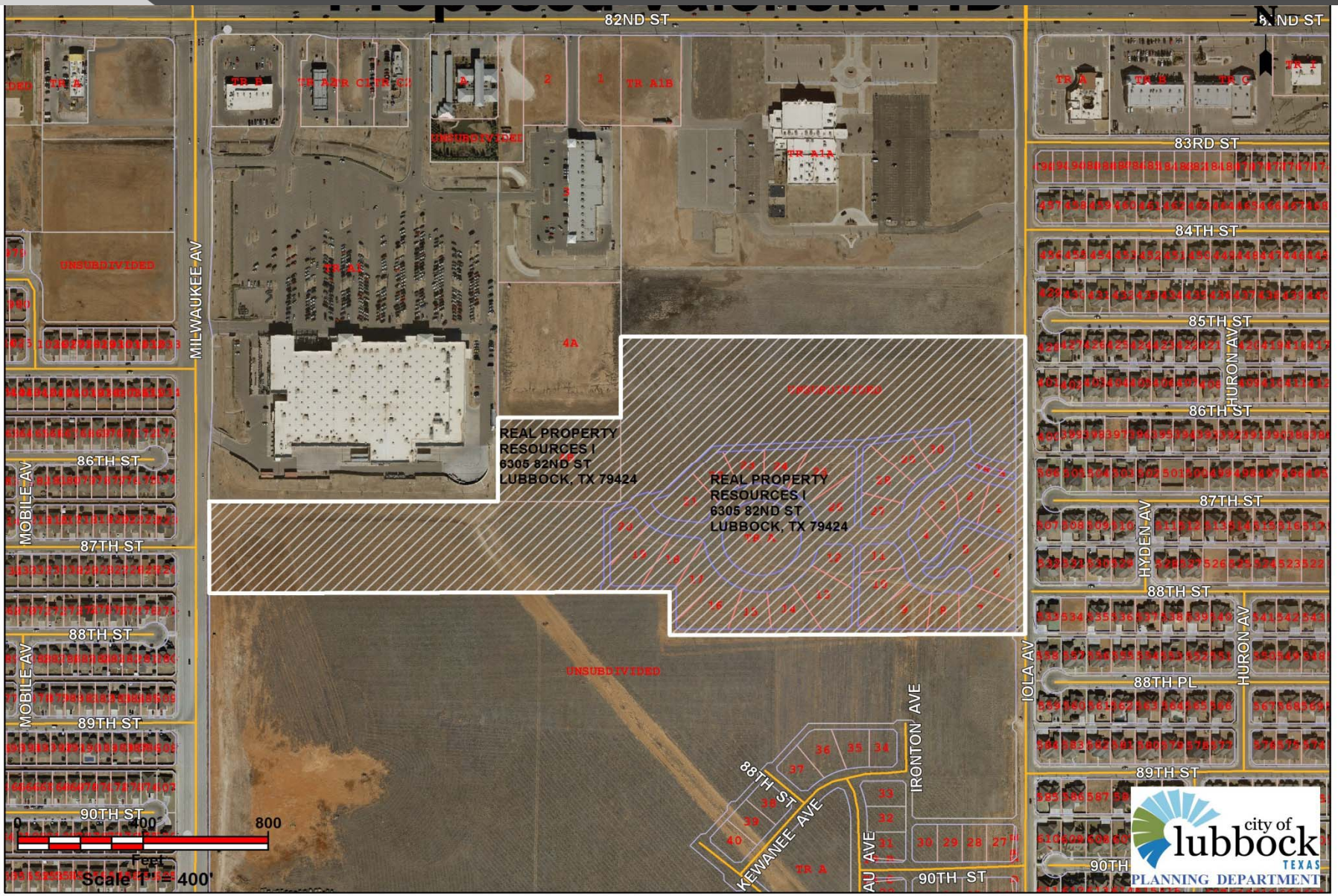
Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, Financial Analyst, at 775-2985

Valencia
Public Improvement District

August 8, 2013

Valencia Public Improvement District



Assessment Rate

- 2012 Assessment Rate - $0.11 per $100 valuation
- Proposed 2013 Assessment Rate - $0.11 per $100 valuation

Assessment Per $100,000 Valuation

2010-2017

Assessment per $100,000	$110.00

Service Plan

- Changes to the Service Plan
  - Revised revenue projections based on actual values and amended projections through 2017.
  - Revised the projected expenditures based on current estimates

Regular City Council Meeting **6. 10.**

Meeting Date: 08/08/2013

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2013-14.

Item Summary

Each year the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Valencia Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2013 is $0.11 per $100 of valuation. This is the same rate as 2012. All property will be assessed for 2013.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments will go into a separate Valencia Public Improvement District Fund. The funds raised by the assessment will be used to provide maintenance for the public improvements in the District, as well as cover the cost of administering the PID. The estimated total assessment that will be collected for 2013 is $6,021.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Valencia PID Assessment Rate

Exhibit A - map

Exhibit B - Valencia PID Service Plan

Attachment 1 - Valencia PID Service and Assessment Plan

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE VALENCIA PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2013 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2013-14; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On July 14, 2011 the City Council passed Resolution No.2011-R0310 which made certain findings concerning the advisability of creating the Valencia Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On August 11, 2011, the City Council passed Resolution No. 2011-R0342, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2013 Service and Assessment Plan for the Valencia Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 8, 2013, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2013 assessments within the Valencia Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2013 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.11 per $100.00 of net taxable value through year 2017, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED 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 review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2013 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 8, 2013 at 6:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2013 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2014 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Valencia Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

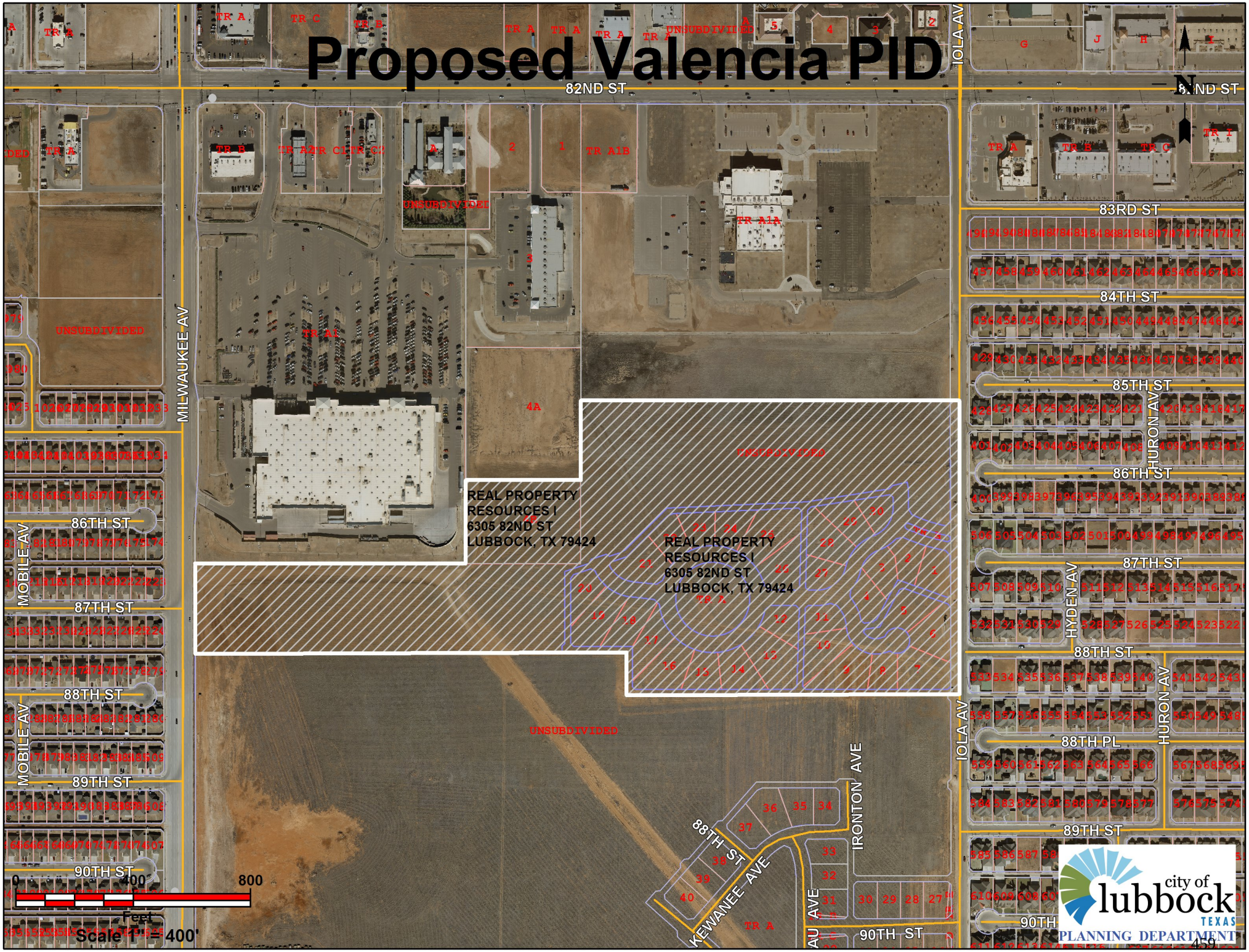
_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/Valencia PID Ordinance 2013 Assessment
July 18, 2013

Exhibit "A"


Proposed Valencia PID
82ND ST
83RD ST
84TH ST
85TH ST
86TH ST
87TH ST
88TH ST
88TH PL
89TH ST
90TH ST
MILWAUKEE AV
MOBILE AV
IOLA AV
HURON AV
HYDEN AV
IRONTON AVE
KEWANEE AVE
REAL PROPERTY RESOURCES I
6305 82ND ST
LUBBOCK, TX 79424
UNSUBDIVIDED
0
400
800
Feet
Scale 1" = 400'
city of lubbock
TEXAS
PLANNING DEPARTMENT

City of Lubbock, TX
Finance Department
Valencia PID
2013 Service Plan
Exhibit B

Calendar Year^	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Totals**
Property Values*	$ 3,562,957	6,081,369	11,802,996	17,639,056	21,191,837	21,615,674	$ 21,615,674
Discounted Property Values @ 90%	3,562,957	5,473,232	10,622,697	15,875,151	19,072,654	19,454,107	19,454,107

Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**Totals**
Interest Earnings	-	-	24	54	92	162	332
Assessment @ $0.11	3,919	6,021	11,685	17,463	20,980	21,400	81,467
Total	**3,919**	**6,021**	**11,709**	**17,517**	**21,072**	**21,562**	**81,799**
Expense							
87th Street Park "Tract A" 1.13 Acres							
Maintenance of Park	-	-	-	4,080	4,162	4,245	12,486
87th Street Median "Tract B" .07 Acres							
Maintenance of Median	-	-	2,123	2,165	2,208	2,253	8,749
Electric Costs	-	-	2,040	2,081	2,122	2,165	8,408
Administrative Costs	-	-	500	1,249	1,274	1,300	4,323
Annual Operation Cost (LCAD Collection Cost and Cost of setting assessments each year)	3,500	4,005	4,085	4,167	4,250	4,335	24,342
Total	**3,500**	**4,005**	**8,748**	**13,742**	**14,017**	**14,297**	**58,309**
Cash Reserve	**$ 419**	**2,435**	**5,396**	**9,171**	**16,226**	**23,491**	**$ 23,491**

* Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information

2010-2017

Assessment per $100,000 $ 110.00

VALENCIA PUBLIC IMPROVEMENT DISTRICT

CITY OF LUBBOCK, TEXAS

SERVICE AND ASSESSMENT PLAN

August 8, 2013

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
August 8, 2013

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Section I	Plan Description and Defined Terms
Section II	Property included in the PID
Section III	Improvement Project
Section IV	Sources and Uses of Funds
Section V	Assessment Plan
Section VI	Terms of the Assessments

List of Exhibits

Exhibit A	The PID Map
Exhibit B	Maintenance and Services
Exhibit C	Assessment Roll

City of Lubbock, Texas
Finance Department
Valencia Public Improvement District
Service and Assessment Plan
August 8, 2013

Section I
Plan Description and Defined Terms

A. Introduction

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties" (as amended, the "PID Act"), governs the creation of public improvement districts within the State of Texas. The City of Lubbock created the Valencia Public Improvement District (the "PID") to maintain the public improvements associated with the Valencia planned development and for the benefit of certain property in the PID, all of which is located within the City. (Capitalized terms used herein shall have the meanings ascribed to them in Section I.B of this Service and Assessment Plan.)

This Service and Assessment Plan has been prepared pursuant to Sections 372.013, 372.014, 372.015 and 372.016 of the PID Act. According to Section 372.013 of the PID Act, a service plan "must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is included in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act states that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act states that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the Costs of the improvements to the property in the PID is included in Sections V and VI of this Service and Assessment Plan.

Section 372.016 of the PID Act states that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as ***Exhibit C*** of this Service and Assessment Plan. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Section V of this Service and Assessment Plan.

The City Council shall make all determinations necessary herein.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments levied hereby shall be binding upon the owners of Assessed Property, and their respective transferees,

legal representatives, heirs, devisees, successors and assigns. The Assessments shall have lien priority as specified in the PID Act.

This Service and Assessment Plan provides for maintenance of improvements benefiting the entire area of the Valencia PID

B. Definitions

The terms used herein shall have the following meanings.

"Annual Service Plan Amendment" has the meaning set forth in the first paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means, for any year, parcels within the PID.

"Assessment" means, with respect to each Parcel, the assessment imposed against such Parcel pursuant to the Assessment Ordinance and the provisions therein, as shown on the Assessment Roll, subject to reallocation among Parcels and reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means the Assessment Ordinance approved by the City Council approving and adopting this Service and Assessment Plan.

"Assessment Roll" means the document included in this Service and Assessment Plan as ***Exhibit C***, as updated, modified, or amended annually in accordance with the procedures set forth herein and in the PID Act.

"City" means City of Lubbock, Texas.

"City Council" means the duly elected governing body of the City.

"Costs" mean the actual or budgeted costs, as applicable, of all or any portion of the maintenance of the public improvements, operation, and other supplemental services, as described in ***Exhibit B*** of this Service and Assessment Plan.

"Developer" means Betenbough Homes, Inc.

"Improvement Project" means the maintenance of the public improvements that will provide a special benefit to the property in the PID and described in ***Exhibit B*** of this Service and Assessment Plan and Section 372.003 of the PID Act.

"Parcel" means a parcel identifed by either a tax map identification number assigned by the Lubbock County Appraisal District for real property tax purposes or by lot and block number in

a final subdivision plat recorded in the real property records of Lubbock County, Texas or identified by any other reasonable means determined by the City Council.

"PID" has the meaning set forth in the second paragraph of Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

"PID Map" means the map included as ***Exhibit A*** to the Service and Assessment Plan identifying the property included in the PID.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to Section 372.013, 372,014, 372.015, and 372.016 of the PID Act.

Section II
Property Included in the PID

The PID is located in the City of Lubbock, Texas. A map of the property included in the PID is shown on Exhibit A to this Service and Assessment Plan.

The 39.9 acre development is expected to consist of approximately 80 residential units, parks and associated rights of way, landscaping, and infrastructure.

An explanation of the method of assessing property is included in Section V.

Section III
Description of the Improvement Project

The general nature of the proposed public improvements is: (i) maintenance of Parks and green spaces together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the 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.

The public improvements will be constructed by the Developer with no reimbursement from the PID. After analyzing the maintenance, operation, and other supplemental services related to the Public Improvements, the City has determined that the maintenance of the public improvements authorized by the PID Act, shown in Exhibit B, should be performed by the City and has further

determined that these maintenance activities will be of special benefit to all the Assessed Property within the PID.

A. Maintenance of Public Improvements

The total estimated cost of services provided by the District is approximately $54,809 over the next five years. The estimated annual cost rises from $4,005 in FY 2013-14 to $14,297 in FY 2017-18. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.11 per $100.00 of valuation through year 2017. The budget for the maintenance, operation, and other supplemental services will be determined annually by the City and will be included in a Service Plan Amendment along with amendments to the Assessment Roll reflecting assessments (the "Maintenance Assessment") based on such budget for maintenance, operation and necessary supplemental services.

Section IV
Sources and Uses of Funds

Section 372.013 of the PID Act requires this Service and Assessment Plan to "cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for maintenance." Such annual update to this Service and Assessment Plan is herein referred to as the "Annual Service Plan Amendment." The Valencia PID will have no indebtedness and the PID assessments will fund the maintenance of the public improvements, operation, and other supplemental services. The table below shows estimated sources and uses of funds including the projected cost of maintaining the public improvements.

Calendar Year^	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**Totals**
Property Values*	$ 3,562,957	6,081,369	11,802,996	17,639,056	21,191,837	21,615,674	$ 21,615,674
Discounted Property Values @ 90%	3,562,957	5,473,232	10,622,697	15,875,151	19,072,654	19,454,107	19,454,107
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Interest Earnings	-	-	24	54	92	162	332
Assessment @ $0.11	3,919	6,021	11,685	17,463	20,980	21,400	81,467
Total	**3,919**	**6,021**	**11,709**	**17,517**	**21,072**	**21,562**	**81,799**
Expense							
87th Street Park "Tract A" 1.13 Acres							
Maintenance of Park	-	-	-	4,080	4,162	4,245	12,486
87th Street Median "Tract B" .07 Acres							
Maintenance of Median	-	-	2,123	2,165	2,208	2,253	8,749
Electric Costs	-	-	2,040	2,081	2,122	2,165	8,408
Administrative Costs	-	-	500	1,249	1,274	1,300	4,323
Annual Operation Cost	3,500	4,005	4,085	4,167	4,250	4,335	24,342
(LCAD Collection Cost and Cost of setting assessments each year)							
Total	**3,500**	**4,005**	**8,748**	**13,742**	**14,017**	**14,297**	**58,309**
Cash Reserve	**$ 419**	**2,435**	**5,396**	**9,171**	**16,226**	**23,491**	**$ 23,491**

The sources and uses of funds table is subject to revision each year.

Section V
Assessment Plan

The PID was created and the assessment is being levied pursuant to Section 372.015 of the PID Act, "Determination of Assessment."

A. Allocation of assessment
- Properties will be assessed based on the City's 2013 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
- Assessment will be $0.11 per $100 valuation
- All property will be assessed based on the final 2013 "net taxable value".

Section VI
Terms of the Assessments

The annual assessment for each parcel within the PID shall be shown on the assessment roll. The amount of the assessment could change each year when the Service and Assessment Plan are adopted due to increased value on a parcel or the estimated cost of maintaining the public improvements, repair or replacement costs, and operational or administrative costs.

Regular City Council Meeting **6. 11.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Finance: Discussion concerning property tax rates and impact it may have on City operations, the FY 2013-14 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Item Summary

When a proposed tax rate exceeds the rollback rate or the effective rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2013-14 Operating Budget is $0.50441 per $100 valuation, which is higher than the 2013 effective rate of $0.49068 and lower than the 2013 rollback rate of $0.54255. These rates were based on the preliminary value. The certified values were received from Lubbock Central Appraisal District on July 24, 2013 and show a decrease in adjusted taxable value from the preliminary value, but the proposed rate recommended stayed the same at $0.50441 per $100 value. This tax levy produces $15,879 less in revenue than the original rate proposed in the FY 2013-14 budget. The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of public hearings to discuss the proposed tax rate. The rate that is finally adopted by the City Council in September 2013 will follow two public hearings, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and

2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Constitution, Chapter 26, Property Tax Code, Article VIII, Section 21 and in S.B. 18 of the 79th Texas Legislature and S.B. 567 of the 80th Texas Legislature. On August 5, 2013, the City took the first step toward adopting a tax rate by publishing the effective and rollback tax rates in coordination with the Lubbock Central Appraisal District.

Effective Tax Rate:

The 2013 effective rate is $0.49068. The effective tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Rollback Tax Rate:

The 2013 rollback rate is $0.54255. The rollback rate is a calculated maximum rate allowed by law without voter approval. The rollback rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 8% increase for those operations plus sufficient funds to pay

debts in the coming year. If the City adopts a tax rate that is higher than the rollback rate, 7% of the registered voters in the City can circulate a petition calling for an election to limit the size of the tax increase.

If the tax rate proposed by the City Council exceeds the effective tax rate or rollback rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.

2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.

3. If the motion passes, the City Council must schedule two public hearings on the proposal to increase taxes.

4. The City Council must notify the public of the dates, times and place or places for the public hearings and provide information about the proposed tax rate at least seven days before the public hearings.

5. After publishing the first required notice, the City must hold two public hearings. Taxpayers must have the opportunity to express their views on the increase at each public hearing. The City Council may not adopt the tax rate at either of the public hearings. At each public hearing, the governing body must announce the date, time, and place of the meeting at which the governing body will vote on the tax rate.

6. After the public hearings and before the meeting scheduled for the vote, the City Council must publish a second quarter-page notice titled "Notice of Vote on Tax Rate".

7. The Tax Code requires that City Council adopt the tax rate no less than three days, but no more than 14 days, after the second public hearing. If the City does not adopt during this time period, then it must republish the second notice of the meeting to adopt the tax rate, with the new date, time, and location to adopt the rate.

The public hearings to discuss the proposed tax rate are scheduled for 6:30 p.m. on August 22, 2013, and for 6:15 p.m. on August 29, 2013, in the City Council Chambers at City Hall.

Fiscal Impact

The cost of the publication of the notices is budgeted in the Adopted FY 2012-13 Operating Budget.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Property Tax Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of $0.50441 per $100 valuation that will result in additional revenue, and sets the dates for public hearings on August 22, 2013 at 6:30 p.m. and on August 29, 2013 at 6:15 p.m. in the City Council Chambers located at 1625 13th Street, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

Passed by the City Council this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Regular City Council Meeting **6. 12.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Police Department: Consider a resolution either abolishing, continuing, or modifying the City of Lubbock Juvenile Curfew Ordinance, and authorizing and directing the Police Chief to take necessary actions in regards to this decision.

Item Summary

Texas Local Government Code – Section 370.002 requires: (a) before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioner's court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioner's court of the county shall:
(1) Review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
(2) Conduct public hearings on the need to continue the ordinance or order; and
(3) Abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a) 1- 3 shall cause the ordinance or order to expire.

The Juvenile Curfew ordinance is an invaluable tool, reducing school truancy and possible criminal activities. The ordinance is enforced by the LPD as well as the LISD Police Department. The ordinance increases citizen awareness of juvenile offenses and the need to monitor juvenile offender activities through aggressive intervention and enforcement.

A review of the ordinance's effectiveness, for January 2010 – May 2013, indicates 713 juvenile curfew citations were issued. A majority of these citations were issued by the LISD Police Department. However, LPD operations are greatly enhanced by the ordinance. The 713 citations issued are a prime indicator of the impact this ordinance can have on reported crime. Arrest data on crimes commonly committed by juvenile offenders for January 2010 – May 2013, shows the activity is still ongoing, as indicated:

2010	2011	2012	2013
Criminal Mischief 34	Criminal Mischief 64	Criminal Mischief 62	Criminal Mischief 29
Thefts 517	Thefts 337	Thefts 336	Thefts 99
Drugs 162	Drugs 149	Drugs 174	Drugs 98

In addition, this ordinance compels parental accountability for their children's actions through mandated court appearances and court ordered community service. Most violators are required to pay court fees and perform community service assigned by the Municipal Court Juvenile Judge. With this ordinance in place, Municipal Court will continue to have leverage on parental accountability through a fine structure for offenders failing to complete the mandated service hours or for habitually violating the ordinance.

Fiscal Impact

None.

Staff/Board Recommending

Roger Ellis, Police Chief

RESOLUTION

WHEREAS, Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances requires the City of Lubbock to review its juvenile curfew ordinance every third year prior to October 30, the day of initial passage of such ordinance; and

WHEREAS, the City Council is required to review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the ordinance, and either abolish, take action to continue, or modify the ordinance as it sees fit; NOW THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock, having reviewed the City's juvenile curfew ordinance and program, and having conducted public hearings as required by Section 370.002 of the Texas Local Government Code and Section 14.03.038 of the Lubbock Code of Ordinances, finds that the City of Lubbock Juvenile Curfew Ordinance shall be _____ (abolished, continued or modified).

SECTION 2. THAT the Police Chief is hereby authorized and directed to take whatever actions are necessary to comply with the City Council's decision expressed herein with regard to the City of Lubbock's juvenile curfew ordinance and program.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Police Chief

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Regular City Council Meeting **6. 13.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution to amend the current electric tariff and rate structure of Lubbock Power & Light with respect to fees assessed in connection with agreed payment plans.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **6. 14.**

Meeting Date: 08/08/2013

Information

Agenda Item

Resolution - City Attorney: Consider a resolution authorizing the Mayor to execute an Agreement with Lee Ann Dumbauld, former City Manager, pertaining to her termination from employment with the City of Lubbock and her Severance Agreement.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Sam Medina, City Attorney

Attachments

Resolution - Severance Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement by and between the City of Lubbock and Lee Ann Dumbauld, former City Manager, pertaining to her termination from employment with the City of Lubbock and her Severance Agreement, and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, Acting City Manager

APPROVED AS TO FORM:

_____
Sam Medina, City Attorney

Regular City Council Meeting **6. 15.**

Meeting Date: 08/08/2013

Information

Agenda Item

Councilwoman Joy: Discuss and take action on issues related to the evaluation of the City Manager, City Attorney and City Secretary, including but not limited to the process, form and method of such evaluation.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Latrelle Joy, Councilwoman, District 6

Regular City Council Meeting **6. 16.**

Meeting Date: 08/08/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider 15 appointments to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

Item Summary

During the June 13, 2013 City Council meeting Resolution 2013-R0189 passed, creating the Citizen Advisory Committee (CAC) 2014. The Committee is composed of 15 members to study the capital imporvement needs of the City of Lubbock for a potential November 4, 2014 bond election. The Mayor shall appoint 3 citizens, and each Council Member shall appoint 2 citizens to the CAC.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

2013-R0189 Citizens Advisory Committee

RESOLUTION

WHEREAS, City Councils have received valuable assistance in the past from Citizen Advisory Committees in studying capital improvement needs for the City of Lubbock; and

WHEREAS, the services of a Citizen Advisory Committee continue to be a valid method of determining needed capital improvements for the City's vitality; and

WHEREAS, it is beneficial for a Citizen Advisory Committee to study and to make recommendations to the City Council for capital improvement needs of the City of Lubbock, including recommendations on bond elections or other methods of financing such projects; NOW THEREFORE:

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

SECTION 1. THAT a Citizen Advisory Committee (CAC) is hereby created to be composed of fifteen (15) members to study the capital improvement needs of the City of Lubbock for a proposed November 2014 bond election.

SECTION 2. THAT the Mayor shall appoint three (3) citizens to the CAC, each City Council member shall appoint two (2) citizens to the CAC, and the Mayor shall name a chair or co-chairs of the CAC.

SECTION 3. THAT the CAC shall study the need for capital improvements in the operational areas of streets, municipal facilities, and parks, as well as other areas the CAC may deem relevant. To this end, the CAC may appoint subcommittees as needed, and recommend no election if conditions warrant.

SECTION 4. The CAC shall make a report, including recommendations, to the City Council in such form and depth as to identify specifically those capital improvement projects most needed by the City, including recommended financing. The CAC shall also consider and recommend appropriate methods to inform the public of needed capital improvements that may result in bond issues for financing the projects.

SECTION 5. The CAC may from time to time invite interested citizens and elected or appointed officials of the City of Lubbock to participate in discussions concerning the Committee's work.

SECTION 6. The CAC shall be activated for the period of time necessary to complete the study and make recommendations, if any, to the City Council for a proposed November 2014 bond election.

SECTION 7. Appointments as Chair and Members of the Committee shall be for the duration of the activation of the CAC.

SECTION 8. The City Manager shall appoint a member of her staff to act as secretary of the CAC, and shall provide assistance to the Committee as needed to help them carry out their duties in a timely manner.

SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13th day of June, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Victor Hernandez, City Councilman, District 1

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

Bond Advisory Comm.res

Regular City Council Meeting **6. 17.**

Meeting Date: 08/08/2013

Information

Agenda Item

Board Appointments - City Secretary: Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

Item Summary

Per Resolution 2013-R0190, the Mayor shall name a chair or co-chair of the Citizen Advisory Committee 2014.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

2013-R0189 Citizens Advisory Committee

RESOLUTION

WHEREAS, City Councils have received valuable assistance in the past from Citizen Advisory Committees in studying capital improvement needs for the City of Lubbock; and

WHEREAS, the services of a Citizen Advisory Committee continue to be a valid method of determining needed capital improvements for the City's vitality; and

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SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13th day of June, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Victor Hernandez, City Councilman, District 1

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

Bond Advisory Comm.res

Regular City Council Meeting **7. 1.**

Meeting Date: 08/08/2013

Information

Agenda Item

Presentation by Human Resources. The City Council will discuss and take action concerning options, methods, search options, job requirements, time lines, and procedures in the hiring of a City Manager for the City of Lubbock.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 2.**

Meeting Date: 08/08/2013

Information

Agenda Item

Quarterly presentation and related discussion on financial and other activities of or by the following entities, pursuant to Resolution 2013-R0086.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 2. 1.**

Meeting Date: 08/08/2013

Information

Agenda Item

Lubbock Power and Light.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 3.**

Meeting Date: 08/08/2013

Information

Agenda Item

Consider and give direction to the City Manager respecting modeling options in connection with water volume rates, water base rates, and storm water fees for the purposes of, and in assistance to, the preparation of a preliminary budget proposal to the City Council.

Item Summary

Fiscal Impact

Staff/Board Recommending

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.