City of Lubbock, Texas
Regular City Council Meeting
Thursday, June 12, 2014

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, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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.

12:00 p.m. -- City Council convenes in open session at the Lubbock Memorial Civic Center, 1501 Mac Davis Lane in the Banquet Hall and recesses into executive session to consider items 1. - 1.2.

3:00 p.m. -- City Council reconvenes in City Council Chambers, 1625 13th Street, to begin the open session and to recess into executive session to consider items 2.-2.4.3.

6:15 p.m. -- City Council reconvenes in open session to consider items 3.-9.

1. **Executive Session (12:00)**

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

to discuss electric power pricing

to discuss and deliberate plans, studies, proposals, and analyses for system improvements or additions and capital improvement plans for generation units and risk management information, contracts and strategies (Procurement of electric generation, proposed RFP, West Texas Municipal Power Agency)

to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, proposed RFP, West Texas Municipal Power Agency)

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.071 to hold a consultation with attorney.

to discuss the legal structure of West Texas Municipal Power Agency.

2. **Executive Session (3:00)**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. City of Lubbock v. 1913 Baylor Avenue, Cause No. 3094-2013, Municipal Court of the City of Lubbock, Lubbock, Texas (Villa Del Norte).

2. 1. 2. City of Lubbock v. Lubbock Omni Office, Inc. et. al., Cause No. 2013-508,039, in the 237th District Court, Lubbock County, Texas.

2. 1. 3. Discussion of the role and duties of the Public Information Officer pursuant to Chapter 552 of the Texas Government Code.

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

2. 2. 1. Police Station

2. 2. 2. Omni Building, 1206 14th Street, Lubbock, Texas

2. 2. 3. Villa Del Norte, 1913 Baylor Avenue, Lubbock, Texas

2. 3. Hold an executive session in accordance with Texas Government Code Sections 418.183 and 418.181.

2. 3. 1. Discuss critical infrastructure

2. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 4. 1. City Attorney

2. 4. 2. City Manager

2. 4. 3. City Secretary

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

4. **Proclamations and Presentations**

4. 1. Invocation by Family and Education Pastor Jason Martin, Melonie Park Church

4. 2. Pledges of Allegiance

4. 3. Federal Emergency Management Agency (FEMA) will be presenting an award to the Stormwater Department for FEMA's updated National Flood Insurance Program (NFIP) Community Rating System (CRS).

4. 4. Presentation of a special recognition to Larry Simmons for organizing and operating the Depot Farmer's Market.

4. 5. Presentation of a special recognition for Paul McCartney Day.

4. 6. Presentation of a special recognition to the Texas Hunger Initiative - Lubbock for their efforts in organizing the Summer Meal Program throughout Lubbock.

4. 7. Presentation of a special recognition to Dr. Bolanle Olaniran and Sickle Cell Ministries.

5. **Minutes**

5. 1. March 25, 2014 Special City Council Meeting (EUB)
April 15, 2014 Special City Council Meeting (EUB)
May 7, 2014 Special City Council Meeting (Budget)
May 8, 2014 Regular City Council Meeting
May 14, 2014 Special City Council Meeting (EUB)
May 19, 2014 Special City Council Meeting (Election Canvassing)
May 27, 2014 Special City Council Meeting (Change Runoff Election date)

6. **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.**

6. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 29 amending the FY 2013-14 Budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Fund to increase the appropriation for purchased power costs; increase revenues for the purchased power recovery factor; increase the appropriation for the payment in lieu of property tax and the payment in lieu of a franchise fee; increase the utilization of fund balance; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0092 Amendment 28 amending the FY 2013-14 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); to accept and appropriate additional funding from the TDHCA for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

6. 2. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

6. 2. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to contract 11778 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

6. 3. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute contract 11833 with West Texas Services d/b/a Tom's Tree Place for maintenance landscape and right-of-way areas in North Overton Public Improvement District, RFP 14-11833-TS.

6. 4. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11908 Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. (LAN) for engineering services for the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project – Design and Bidding.

6. 5. **Resolution - Public Works Wastewater:** Consider a resolution authorizing the Mayor to execute contract 11894 for water and wastewater treatment chemicals with SNF Polydyne.

6. 6. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0082 abandoning and closing a five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206, Orchard Park Addition, Lubbock County, Texas, 11109 Miami Avenue.

6. 7. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute an Alley-Use-License to Caprock Business Forms, Inc., for a canopy located at 1211 Ave F, Lubbock, Texas.

6. 8. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute an Alley-Use-License to Solitaire Homes Inc., d/b/a Solitaire Homes of Lubbock., for a perimeter fence located at North University and Oberlin Street, Lubbock, Texas.

6. 9. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Kelly Wayne Vinson and wife, Christy Dawn Vinson, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

6. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

6. 11. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a temporary easement from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, temporary easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

6. 12. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

6. 13. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a street and public use dedication deed from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

6. 14. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

6. 15. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11729 with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant for the Parent Empowerment Program.

6. 16. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11755 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

6. 17. **Resolution - Facilities**: Consider a resolution authorizing the Mayor to execute Amendment 1 to professional services contract 11300 with Stiles, Wallace and Associates (SWA) for the design of a new addition to the Animal Shelter.

6. 18. **Resolution - Fleet Services:** Consider resolutions authorizing the Mayor to execute purchase order contract 31019375 with Lubbock Truck Sales, Inc.; purchase order contract 31019376 with Associated Supply Company, Inc.; purchase order contract 31019373 with Yellowhouse Machinery Company for the purchase of Group 8 Heavy Duty Equipment, ITB 14-11853-DT.

6. 19. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31019437 with Kinloch Equipment & Supply, Inc. for an Elgin Crosswind Shared Power Dual Sweeper for the Street Department.

6. 20. **Ordinance 2nd Reading- Building Inspection**: Consider Ordinance 2014-O0080 amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

6. 21. **Resolution - Municipal Court:** Accept resignation of current temporary substitute judge; appoint new temporary substitute judge.

6. 22. **Resolution - Fire:** Consider a resolution authorizing the Mayor to execute contract 11862 with Daco Fire Equipment for protective clothing with annual pricing for structural fire fighting, ITB 14-11862-KS.

6. 23. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute contract 11699 a Service Agreement with MCCi LLC, for a Document Management System, RFP 14-11699-DT.

6. 24. **Resolution - Economic Development:** Consider a resolution authorizing the Mayor to execute a Partial Release of Conditions and Covenants and Modification Agreement, by and between the City of Lubbock ("City") and Lubbock Economic Development Alliance ("LEDA"), regarding the modification of that certain General Warranty Deed, dated January 8, 2007, recorded under County Clerk File No. 2007001226, Official Public Records of Lubbock County, Texas, conveying certain lands from the City to LEDA related to the Lubbock International Airport Railroad Spur project (North of Airport).

6. 25. **Resolution - Councilman Hernandez:** Consider a resolution finding that the exterior surfaces of the Omni Building, located at 1206 14th Street, Lubbock, Texas, constitute an imminent risk to public safety and welfare, and further authorizing the Mayor to execute contract 11920 with T&S Plastering, Inc. of Lubbock, Texas, to alleviate the conditions constituting said risk, consistent with state law.

6. 26. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0083 for Zone Case 1147-D, a request of MUDco., Inc., for Scott Stephens, for a zoning change from M-1 to M-2 on 20.5 acres of unplatted land out of Block A, Section 77, 201 Harvard Street.

6. 27. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0084 for Zone Case 1845-K, a request of Hugo Reed and Associates, Inc., for Jobil Realty Partnership, Ltd., for a zoning change from C-2 and C-4 to C-3 on a 2.5 acre tract of land, being a portion of Tracts A and B, Gordon Heights Addition, 4819 Utica Avenue and 4644 50th Street.

6. 28. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0088 for Zone Case 2009-A, a request of Kathy Payton, for JDP Legacy, LLC, for a zoning change from IHC to IHI on 11.6 acres of unplatted land out of Block E, Section 5, 115 South Loop 289.

6. 29. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0085 for Zone Case 3047-M, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on 0.567 acres of unplatted land out of Block E-2, Section 23, east of Trafalgar Avenue and south of 114th Street.

6. 30. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0086 for Zone Case 3047-N, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23, 12120-12128 Salisbury Avenue and north of the alley.

6. 31. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0089 for Zone Case 3048-F, a request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes on Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition, 2100 Block of 10th Street, between Avenue U and Avenue V.

6. 32. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0090 for Zone Case 3228, a request of Jeffrey Reimer for a zoning change from R-1 to R-1 Specific Use for garden homes on Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition, 5504 Wayne Avenue.

6. 33. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0091 for Zone Case 3229, a request of John Herrera, for Elite Learning Academy, for a zoning change from R-1 to AM for a day nursery on Lot 6, Block 1, Raymond Painter Addition, 3508 23rd Street.

6. 34. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0087 for Zone Case 3230, a request of Mary Trevino, for Antonio Garcia, for a zoning change from IHC to IHI on the north 15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, 816 48th Street.

7. **Regular Agenda**

7. 1. **Public Hearing 6:30 p.m. - Community Development**: Consider recommendations for the program funding of the FY 2014-15 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) and Emergency Solutions Grant Program (ESG) and previously generated program income.

7. 2. **Resolution - Councilman Price:** Consider a resolution to amend City Council Rules, Order of Business and Procedure Manual with respect to meeting times of the City Council for regular meetings, work sessions, and executive sessions; and further to discuss and take action on existing City Council policies respecting citizen comment at the meetings of the City Council.

7. 3. Discussion and take action regarding giving the City Manager direction as the Public Information Officer in compliance with Chapter 552 of the Texas Government Code.

8. **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.**

8. 1. Ms. Kay Hentges will update the City Council on the necessity of funding a Health Educator for the City of Lubbock Health Department.

8. 2. Scott Snider, Assistant City Manager, will discuss the 1115 Health Care Transformation Project.

9. **Open Citizen Comment**


City of
Lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 25, 2014
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 25th of March, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:05 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Latrelle Joy; Council Member Floyd Price

Note: Council Member Todd R. Klein left at 3:05 p.m.

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

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

- *1.1; Executive Session; 3; 4.1-4.6; and 5.1.*

1. MINUTES

1. 1. Approval of the minutes of the regular Electric Utility Board meeting of February 18, 2014; and the Special Electric Utility Board meeting of March 3, 2014.

Motion by Jerry Bell, seconded by Emilio Abeyta, to approve the February 18, 2014 Regular Electric Utility Board minutes; and the March 3, 2014 Special Electric Utility Board minutes.

Vote: 6 - 0 Motion carried by the Board
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)
James Conwright (AWAY)

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:08 p.m. unde the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:27 p.m.

James Conwright arrived at 2:11 p.m

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

2. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling. (Production Report).

2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider). (Procurement of wind generation from a Qualified Facility pursuant to the Public Utility Regulatory Policies Act; Production Report).

2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Procurement of wind generation from a Qualified Facility pursuant to the Public Utility Regulatory Policies Act; Production Report).

3. **PUBLIC COMMENT** - This is a thirty minute period dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board, may, at its discretion open the floor to anyone else wishing to address Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

4. REGULAR AGENDA

4. 1. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, staffing and performance.

Gary Zheng, Chief Executive Officer of LP&L, gave a presentation and answered questions from the Board.

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

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

4. 3. Discuss, deliberate and the Board will take possible action regarding the exclusion of Smart Meters from the Lubbock Power & Light annual budget for fiscal year 2014-15.

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

Motion by George Carptenter, seconded by Charles Dunn, to postpone this item indefinitely.

Vote: 6 - 1 Motion carried by the Board
NAY: Don Boatman
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)

4. 4. Discuss and the Board will take action and award amendment to Ventyx Incorporated for Migration Change Request # COL-09001-SUP-07.

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

Motion by Jerry Bell, seconded by Emilio Abeyta, to award the change request as presented.

Vote: 7 - 0 Motion carried
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)

4. 5. Discuss, deliberate and the Board will take possible action regarding a Scope of Work Agreement with Black & Veatch Corporation.

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

Motion by Emilio Abeyta, seconded by Charles Dunn to approve the agreement as presented.

Vote: 7 - 0 Motion carried by the Board
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)

4. 6. Discuss the contents and conclusions of the Comprehensive Report produced by the Ashcroft Law Firm LLC.

Motion by Emilio Abeyta, seconded by George Carpenter to postpone this item indefinitely.

Vote: 7 - 0 Motion carried by the Board
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)

5. **CONSENT AGENDA** - Item 5.1 is considered to be routine and may be enacted by one motion without separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.

5. 1. Discuss and the Board will take action and award RFP # 7109-14-ELP to Bailey Boiler Works, CII—Cardinal Industries Incorporated, Ignite Metal Works LLC, and Hi-Tech Industrial Services Incorporated for LP&L Production General Mechanical & Welding Services—Annual Pricing.

Motion by Jerry Bell, seconded by George Carpenter to award the bid as presented.

Vote: 7 - 0 Motion carried by the Board
Other: Suzanne Blake (ABSENT)
Clayton Isom (ABSENT)

3:29 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
April 15, 2014
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of April, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:03 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Floyd Price

***Note: Council Member Latrelle Joy arrived during Executive Session.**

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

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

- *1.1; Executive Session; 3. Public Comment; 4.1-4.2; and 4.6.*
- *Items 4.3-4.5; 4.7-4.12; and 5.1-5.2 were deleted.*

1. MINUTES

1. 1. Approval of the minutes of the regular Electric Utility Board meeting of March 25, 2014.

Motion by George Carpenter, seconded by Don Boatman to approve the March 25, 2014 EUB minutes as presented.

Vote: 8 - 0 Motion carried by the Board
Other: Emilio Abeyta (ABSENT)

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:04 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:26 p.m.

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

2. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling. (Production Report).

2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider). (Off-take sales from the Massengale and Brandon generation facilities; Production Report).

2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Off-take sales from the Massengale and Brandon generation facilities; Production Report).

2. 1. 4. Discuss and the Board will take action on bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements.

a. Discuss and deliberate customer billing and electric power pricing proposals.

b. Discuss and deliberate proposed system modifications related to billing systems, bill simplification, and improved customer outreach.

2. 1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, § 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Director of Electric Utilities; Assistant Director of Electric Utilities).

3. **PUBLIC COMMENT** - This is a thirty minute period dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board, may, at its discretion open the floor to anyone else wishing to address Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak before the Board.

4. **REGULAR AGENDA**

4. 1. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, staffing and performance.

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

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

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

4. 3. Discuss the contents and conclusions of the Comprehensive Report produced by the Ashcroft Law Firm LLC.

***This item was deleted.**

4. 4. Discuss the March 13, 2014 letter from Johnny Sutton posted on the LP&L website which purports to represent that the EUB requested a clarification of the Ashcroft Comprehensive Report for possible violations of Board Rule IV(A) and the Texas Open Meetings Act.

***This item was deleted.**

4. 5. Discuss the costs associated with the Comprehensive Report produced by the Ashcroft Law Firm LLC and recommendations for future action items regarding the Ashcroft Report.

***This item was deleted.**

4. 6. Discuss and the Board will take action on a recommendation to the Lubbock City Council regarding the cost allocation model used in the calculation of fiscal transfers from LP&L to the City of Lubbock for various administrative services.

Clayton Isom, Board Member, gave comments and answered questions from the Board.

Motion by Clayton Isom, seconded by Jerry Bell to approve the resolution as presented.

Vote: 8 - 0 Motion carried
Other: Emilio Abeyta (ABSENT)

4. 7. Discuss and the Board will take action on a proposal to transfer budgetary responsibility for City of Lubbock municipal street lights from LP&L.

***This item was deleted.**

4. 8. Discuss proposed development of transmission lines by Sharyland Utilities Inc. in the Lubbock region.

***This item was deleted.**

4. 9. Discuss mailings received from Tri-Global Energy and Tri-Global Energy's business plan to develop projects in the Lubbock region.

***This item was deleted.**

4. 10. Discuss, deliberate and the Board will take possible action regarding the exclusion of Smart Meters from the Lubbock Power & Light annual budget for fiscal year 2014-15.

***This item was deleted.**

4. 11. Discuss and the Board will take action on a resolution thanking the Lubbock Apartment Association for its support of Project Helping Hands.

***This item was deleted.**

*This item was discussed without a quorum of Council Members present.

4. 12. Discuss Suzanne Blake's letter to the Electric Utility Board dated March 23, 2014, and the role of Jerry Bell as President of the Lubbock Reese Redevelopment Authority as it relates to the negotiation and acquisition of wind purchase power agreements for LP&L and recommendations for future action items regarding wind purchase power agreements.

***This item was deleted.**

5. **CONSENT AGENDA** - Items 5.1-5.2 are considered to be routine and may be enacted by one motion without separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.

5. 1. Discuss and the Board will take action and award RFP # 7116-14-ELP to Asplundh Tree Expert Co. for LP&L Tree Trimming Services—Annual Pricing.

***This item was deleted.**

5. 2. Discuss and the Board will take action and award ITB # 7120-14-ELD to H.D. Supply Power Solutions, Texas Electric Cooperatives and Wesco Distribution for LP&L Three Phase Air Switch, ACSR Wire and Cable.

***This item was deleted.**

5:39 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

*This item was discussed without a quorum of Council Members present.

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 7, 2014
1:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 7th of May, 2014, in Council Chambers, 1625 13th Street, Lubbock, Texas at 6:15 p.m.

1:00 P.M. CITY COUNCIL CONVENED
Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

Absent: Mayor Pro Tem Karen Gibson

1. Budget Work Session for FY 2014-15 Operating Budget and Capital Program, including overall budget priorities and process.

James Loomis, City Manager; Cheryl Brock, Budget Director; Andy Burcham, Chief Financial Officer for LP&L; Scott Snider, Assistant City Manger; Lance Phillips, Assistant Fire Chief; Leisa Hutchison, Director of Human Resources; Brooke Witcher, Managing Director, Cultural Facilities & Events; Wesley Everett, Director of Facilities Management; and Randy Truesdell, Director of Parks and Recreation gave comments on their departments and answered questions from City Council.

4:00 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
REGULAR CITY COUNCIL MEETING
May 8, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of May, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

Present: Mayor Glen C. Robertson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Pro Tem Karen Gibson

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

- *Executive Session; 2.1-2.8; Citizen Comments 3.1-3.9; Citizen Comments (Sign-ups) 3.10; 4.1; 5.1-5.16; 5.18-5.23; 5.25-5.26; 5.24; 6.1; 7.2; 7.1; 6.3-6.4; 6.2; and 8.1 - Open Citizen Comments (Sign-ups).*
- *Item 5.17 was 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. No. 07-14-00006-CV; City of Lubbock, Texas v. Coyote Lake Ranch, LLC

1. 1. 2. Case No. 13-0660; In Re Lee Ann Dumbauld, Scott Snider, Leisa Hutcheson, David Miller and the City of Lubbock

1. 1. 3. Case No. 13-0779; ICON Benefits Administrators, II, LP, American Administrative Group, Inc., and HealthSmart Preferred Care, II, LP v. Greg Abbott, Attorney General of Texas, the City of Lubbock and Lubbock Avalanche-Journal

1. 1. 4. Payday lending

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

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

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

2. Proclamations and Presentations

2. 1. Invocation by Reverend Dr. Tony Theiman-Somora, Metropolitan Community Church

Reverend Dr. Tony Theiman-Somora, Metropolitan Community Church, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition for National Travel and Tourism Week, May 3 - 11, 2014.

Mayor Robertson presented a special recognition for National Travel and Tourism Week, May 3-11, 2014. John Osborne, Chief Executive Officer for Lubbock Economic Development Corporation/Market Lubbock, Inc., and others from the organization appeared to accept the recognition. Mr. Osborne gave comments on travel and tourism in the city of Lubbock and urged everyone to come visit.

2. 4. Presentation of a special recognition to the L.I.S.D. GIS class for mapping the trees at the Cemetery.

Mayor Robertson presented a special recognition to the L.I.S.D. GIS class for mapping the trees at the City of Lubbock Cemetery. Dr. Penny Carpenter, along with her GIS students, appeared to accept the recognition. Dr. Carpenter gave comments on the project and thanked the City of Lubbock for the opportunity.

2. 5. Presentation of a special recognition to the Llano Estacado RoboRaiders championship at the Robotics Hub City Regional competition.

Council Members Klein and Price presented a special recognition to the Llano Estacado RoboRaiders for their championship at the Robotics Hub City Regional competition. Members of the team appeared to accept the recognition and presented their award winning design. Madeleine St. Clair and Avery Reynolds gave comments on the project and thanked the City Council for the recognition.

2. 6. Presentation of a special recognition for the Letter Carriers Food Drive on Saturday, May 10, 2014.

Council Members Klein and Price presented a special recognition for the Letter Carriers Food Drive on Saturday, May 10, 2014. David Weaver, Chief Executive Officer for the South Plains Food Bank; and Michael Links, National Association of Letter Carriers, gave comments on the upcoming food drive and thanked the City Council for their continued support.

2. 7. Presentation of a special recognition to Avery Maisel, cancer survivor.

Council Member Klein and Price presented a special recognition to Avery Maisel for fighting and surviving cancer. Avery Maisel, along with her parents Brad and Shyla Maisel and family members, appeared to accept the recognition. Avery spoke about her brave battle with cancer, and Mr. Maisel gave thanks to the Lubbock community for their resources and support.

2. 8. **Board Recognitions:**

Veterans Advisory Committee:
Les Beaty
Holle Humprhies
Oscar Jones (unable to attend)
David Lewis
Dr. Stephen Maxner (unable to attend)
Lou Ortiz
Carlos Plata
Dr. Annette Sobel
Dr. Ryan Van-Dusen
Dr. Heather West (unable to attend)

3. Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.

3. 1. Chuck Lanehart will address the City Council regarding the street closures around the Omni Building at 14th and Avenue K.

Chuck Lanehart appeared before City Council to discuss the street closures around the Omni Building.

3. 2. David Lanehart will address the City Council regarding the street closures around the Omni Building at 14th and Avenue K.

David Lanehart appeared before City Council to discuss the street closures around the Omni Building.

3. 3. Davis Smith will address the City Council regarding the street closures around the Omni Building at 14th and Avenue K.

Davis Smith appeared before City Council to discuss the street closures around the Omni Building.

3. 4. Randy Christian will address the City Council regarding the historic nature of Paul McCartney coming to Lubbock and be prepared to show not only Paul McCartney, but the world, the City of Lubbock.

Randy Christian appeared before City Council to discuss the historic nature of Paul McCartney coming to Lubbock and suggested that a tree be planted in his honor.

3. 5. Mickey Jones will appear before the City Council regarding the public notification of redistricting boundaries prior to the election and the need for speed limit signs between Boston and University on 44th Street.

Ms. Jones did not appear.

3. 6. Trish Varnell will address the City Council regarding the street closures around the Omni Building located at 14th and Avenue K.

Trish Varnell, owner of the Back Door Diner & Catering, appeared before City Council to discuss the street closures around the Omni Building.

3. 7. Mary Vines will address the City Council regarding the oil and gas ordinance.

Ms. Vines deferred to her husband, Darrell Vines, who appeared before City Council to discuss the oil and gas ordinance.

3. 8. LeeAnn Lamb Vines will address the City Council regarding the oil and gas ordinance.

Ms. Vines did not wish to speak.

3. 9. Tom Rohrig will address the City Council regarding oil and gas drilling.

Tom Rohrig appeared before City Council to discuss oil and gas drilling with emphasis on setbacks.

3. 10. **Sign-ups:**

- Deborah Reyes, Director of Governmental Affairs for Advance America, appeared before City Council to speak in opposition to item 6.2 (resolution establishing and charging a Citizens Task Force to study Payday Lending).
- Myrtle McDonald appeared to give concerns about the traffic and comprehensive land-use plan in reference to item 5.24 (Zone Case 3096-B a request of Hugo Reed and Associates, for Abbey Glen Partners, LLC).
- Jeff Braselton appeared before City Council to speak in favor of item 6.1 (Zone Case 3089-D).

4. **Minutes**

4. 1. April 10, 2014 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve the April 10, 2014 Regular City Council Meeting minutes.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (AWAY)

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

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to approve items 5.1-5.16; 5.18-5.23; and 5.25-5.26.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (AWAY)

5. 1. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2014-O0060, Amendment 20, respecting the Grant Fund to accept and appropriate funding from the Chapman Forestry Foundation for the Tree-Planting Grant; to accept and appropriate funding from the National Recreation and Park Association for the Out-of-School Time Programs Grant; providing for filing; and providing for a savings clause.

5. 2. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2014-O0061, Amendment 21, respecting the General Fund to increase the transfer to the Capital Project Fund; providing for filing; and providing for a savings clause.

5. 3. Budget Ordinance Amendment 1st Reading - Finance: Ordinance 2014-O0073, Amendment 22, respecting the Capital Program to amend Capital Improvement Project (CIP) fund 90095, North University Enhancement Project; providing for filing; and providing for a savings clause.

5. 4. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2014-O0064, Amendment 25, amending the FY 2013-14 Budget for municipal purposes respecting the General Fund by amending the City Manager budget, increase position control by one position, and increase the utilization of fund balance; providing for filing, and providing for a savings clause.

5. 5. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2014-O0074, Amendment 26, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) grant; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) Click-It or Ticket grant; providing for filing; and providing for a savings clause.

5. 6. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2014-O0075, Amendment 27, amending the FY 2013-14 Budget for municipal purposes respecting the FY 2013-14 Master Lease; the Water Operating Fund; and the Solid Waste Operating Fund; providing for filing; and providing for a savings clause.

5. 7. Resolution – Public Works Engineering: Resolution No. 2014-R0167 authorizing the Mayor to execute contract 11863 a Professional Services Agreement with Freese and Nichols, Inc. (FNI) in association with the Pump Station Emergency Generators Project for General Construction Phase Services.

5. 8. Ordinance 2nd Reading – Right-of-Way: Ordinance No. 2014-O0062 abandoning and closing a temporary garbage service easement and temporary underground utility easement located in Section 5, Block E, across Avenue J and Lot 147, Cedar Meadows, Lubbock County, Texas, 7707 Avenue J.

5. 9. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0076 abandoning and closing two water line easements, an access, garbage service, underground utility, drainage easement, blanket garbage and collection easements, blanket underground utility easement and transformer pad easements located on Tract E, Solaris Estates, Lubbock County, Texas, 125th and Quaker Avenue.

5. 10. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0077 abandoning and closing five Lubbock Power and Light (LP&L) transformer pad easements and two five-feet wide underground utility easements located in Cooper Stone Addition, 112th and Gary Avenue.

5. 11. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0078 abandoning and closing a portion of a 20-foot alley located between Lots 1,2, and 13, 14, Holloway Addition out of the Southeast quarter of Section 3, Block A, Lubbock County, Texas.

5. 12. **Resolution - Right-of-Way:** Resolution No. 2014-R0168 authorizing the City Council to accept on behalf of the City an easement from Don Conner as Trustee of Town West Baptist Church regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Lot 2, Commanders Addition, Lots 2-7, Lubbock County, Texas.

5. 13. **Resolution - Facilities:** Resolution No. 2014-R0169 authorizing the Mayor to execute contract 11835 an agreement with Parkhill Smith & Cooper (PSC) for professional architectural and engineering services for the renovations of the Water Administration Department.

5. 14. **Resolution - Solid Waste:** Resolution No. 2014-R0170 authorizing the Mayor to execute contract 11769 with Calco Metal Works, Inc. for slant side-loading refuse containers, ITB 14-11769-TF.

5. 15. **Resolution - Solid Waste:** Resolution No. 2014-R0171 authorizing the Mayor to execute purchase order contract 31018943 with ROMCO Equipment Co. for a Hydroseeder for the Solid Waste Landfill Department.

5. 16. **Resolution - Solid Waste:** Resolution No. 2014-R0172 authorizing the Mayor to execute purchase order contract 31018942 with Al-jon Manufacturing, LLC, for a landfill compactor for the Solid Waste Landfill Department.

5. 17. **Ordinance 1st Reading- Building Inspection:** Consider an ordinance amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

This item was deleted.

5. 18. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0065, Zone Case 3047-K, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 to Garden Office (GO) on 3.937 acres of unplatted land out of Block E-2, Section 23, north of 122nd Street and east of Slide Road.

5. 19. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0066, Zone Case 3047-L, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes and reduced setbacks on 1.187 acres of unplatted land out of Block E-2, Section 23, south of 114th Street and east of Vicksburg Avenue.

5. 20. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0067, Zone Case 2789-A, a request of Marie Hanza, for Lubbock Habitat for Humanity, for a zoning change to amend the conditions of Ordinance 9968 to allow outside storage behind a screening fence on Lots 16 through 18, Block 8, Jim Robinson Addition, 2910 Avenue N and 1506 29th Place.

5. 21. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0068, Zone Case 2278-C, a request of James Dirks, for W. W. Butler Jr. Trust No. 1, for a zoning change from C-2 to C-4 limited to a public kennel and all unconditionally permitted C-2 uses on a portion of Lot 1, Butler, 98th & Slide Addition, 5214 98th Street, Suite 101.

5. 22. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0069, Zone Case 2871-B, a request of Hugo Reed and Associates, Inc., for Dan Day, for a zoning change from A-2, C-3, and R-2 Specific Use to C-3 and R-1 Specific Use for reduced setbacks on 33.8 acres of unplatted land out of Block AK, Section 28, northeast corner of Milwaukee Avenue and 98th Street.

5. 23. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0070, Zone Case 2871-C, a request of Hugo Reed and Associates, Inc., for Dan Day, for a zoning change from R-1 Specific Use to R-2 Specific Use for reduced setbacks on 3.2 acres of unplatted land out of Block AK, Section 28, Iola Avenue, north of 98th Street.

5. 24. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0071, Zone Case 3096-B, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from R-1 Specific Use, Garden Office (GO), and C-3 to R-1 Specific Use for reduced setbacks, R-1 Specific Use for GO, and A-2 on 124 acres of unplatted land out of Block E-2, Section 25, north of 114th Street and west of Slide Road.

Drew Paxton, Director of Planning; and Myrtle McDonald, citizen, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0071.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Mayor Pro Tem Karen Gibson (ABSENT)

5. 25. **Ordinance 2nd Reading – Planning:** Ordinance No.l 2014-O0072, Zone Case 3072-B, a request of Martin Shrader, for Solon Management Strategies, for a zoning change from C-2A to C-3 on the north 152 feet of the east 96 feet of Tract 2 and the north 130.33 feet of Tract 3, 9812 Slide Road.

5. 26. Resolution No. 2014-R0173 declaring Glen C. Robertson as elected to the office of Mayor, as an unopposed candidate in the May 10, 2014 General City Election.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2014-O0079, Zone Case 3089-D, a request of Jeff Braselton for a zoning change from Apartment Medical (AM) to C-3 on 0.884 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue, and consider an ordinance.

Drew Paxton, Director of Planning, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:36 p.m.

Jeff Braselton appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 7:39 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0079.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)

6. 2. **Resolution - Councilman Todd Klein** : Consider a resolution establishing and charging a Citizens Task Force to Study Payday Lending, and making recommendations to State of Texas officials to mitigate predatory lending in Texas.

This item failed.

Council Member Todd R. Klein gave comments and answered questions from City Council.

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

Vote: 1 - 5 Failed

NAY: Mayor Glen C. Robertson
Council Member Jim Gerlt
Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

Other: Mayor Pro Tem Karen Gibson (ABSENT)

6. 3. **Resolution - City Council:** Resolution No. 2014-R0174 on the appointment of Chad Weaver to the position of City Attorney for the City of Lubbock.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0174.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)

6. 4. **Resolution - City Council:** Resolution No. 2014-R0175 authorizing the Mayor to execute a Severance Agreement between the City of Lubbock and Chad Weaver.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0175.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)

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. Discuss and take action regarding the barricading of streets adjacent to the Omni Building located at 1206 14th Street.

Discussion ensued by the City Council regarding the barricading of streets adjacent to the Omni Building located at 1206 14th Street. Keith Smith, Public Works Director; Steve O'Neal, Chief Building Official; James Loomis, City Manager; and Chuck Lanehart, citizen, gave comments and answered questions from City Council.

This item failed.

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt that one lane be opened along 14th Street for a temporary period not to exceed 30 days, with the condition that the opening of the street may be modified and authorized to close due to high winds reaching higher than 30 miles per hour.

Vote: 3 - 3 Failed

NAY: Mayor Glen C. Robertson
Council Member Victor Hernandez
Council Member Floyd Price

Other: Mayor Pro Tem Karen Gibson (ABSENT)

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price that 14th Street be cleaned up by City of Lubbock crews.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)

7. 2. Presentation by Dr. Berhl Robertson, Jr., Superintendent of Lubbock Independent School District, on the State of the District.

Dr. Berhl Robertson, Jr., Superintendent of Lubbock Independent School District, presented the State of the District and answered questions from City Council.

8. Open Citizen Comment

- Debbie Bartholomew appeared before City Council to discuss the Vintage Township Corporation.
- Dora Cortez appeared before City Council to discuss the Loves Travel Stop to be built in District 1.
- Manda Klein appeared before City Council to give comments on Council Member Todd R. Klein's service to the City of Lubbock.

9:25 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
SPECIAL CITY COUNCIL MEETING
May 14, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 14th of May, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway - Second Floor Conference Room, Lubbock, Texas at 3:00 p.m.

3:05 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway - Second Floor Conference Room, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; City Manager James Loomis; City Attorney Chad Weaver; Deputy City Secretary Thomas Harris

Absent: Council Member Floyd Price

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

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

- *Executive Session; 2.1*

1. Executive Session

The meeting was called into a closed session at 3:05 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 4:50 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (CEO/Director of Electric Utilities).

2. Regular Agenda

2. 1. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the CEO/Director of Electric Utilities.

Motion by Clayton Isom, seconded by Charles Dun to terminate Gary Zheng, Chief Executive Officer for LP&L, without cause pursuant to the current severance agreement.

Motion by Jerry Bell, seconded by George Carpenter to call the questions.

Vote: 6 - 3 Motion carried by the Board
NAY: Suzanne Blake
Charles Dunn

Clayton Isom

Vote (MAIN MOTION): 3 - 6 Motion failed by the board
NAY: Greg Taylor
Jerry Bell
Emilio Abeyta
Suzanne Blake
Don Boatman
George Carpenter

4:57 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 19, 2014
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 19th of May, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

1. Proclamations and Presentations

1. 1. Invocation by Councilman Jim Gerlt.

Council Member Jim Gerlt led the invocation.

1. 2. Pledges of Allegiance

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

2. Regular Agenda

2. 1. Election Resolution - City Secretary: Resolution No. 2014-R0176 to canvass the vote and declare the results of the May 10, 2014, City of Lubbock General Election and calling a Runoff Election, if necessary.

Rebecca Garza, City Secretary, read the results received from the May 10, 2014 General Election. Mayor Glen C. Robertson was an unopposed candidate and therefore declared elected. Candidates for Council District 1 and votes received: Victor Hernandez, 645 votes; Lana Bear Moore, 148 votes; and Frank Gutierrez, 478 votes. Total votes cast for Council District 1: 1,271 votes. Candidates for Council District 3 and votes received: Maurice Stanley, 484 votes; Deanne Clark, 661 votes; and Jeff Griffith, 570 votes. Total votes cast for Council District 3: 1,715 votes. Candidates for Council District 5 and votes received: Brian Carr, 1,205 votes; and Karen Gibson, 2,033 votes. Total votes cast for Council District 5: 3,238 votes. The total votes cast in the election were 6,224 votes.

Person receiving majority votes for Council District 1, Victor Hernandez; for Council District 5, Karen Gibson; unopposed candidates: Mayor, Glen C. Robertson. No candidate received the majority vote for the Council District 3 position; therefore, a runoff election between Deanne Clark and Jeff Griffith is required.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0176.

Vote: 7 - 0 Motion carried

2. 2. Swearing-In Ceremony - City Council: Administer Oath of Office to newly elected Council Members. (Reception immediately following.)

Mayor - Glen C. Robertson was sworn in by his wife, Karen Robertson. Mayor Robertson then expressed his gratitude to the Council Members as well as the great city of Lubbock.

Council Member, District 1 - Victor Hernandez was sworn in by former Mayor Alan Henry. Councilman Hernandez introduced his family and thanked everyone for their support throughout his campaign.

Council Member, District 5 - Karen Gibson was sworn in by Jerry Ramirez. Mayor Pro Tem Gibson gave thanks to the support of her family, campaign workers, and the citizens of Lubbock for their continued support.

10:30 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 27, 2014
3:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 27th of May, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 3:30 p.m.

3:30 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; Deputy City Manager Quincy White; Deputy City Secretary Thomas Harris; City Attorney Chad Weaver

Absent: Mayor Glen C. Robertson; Council Member Floyd Price

1. Regular Agenda

1. 1. Resolution - City Secretary: Resolution No. 2014-R0195, amending Resolution No. 2014-R0176, the 2014 Runoff Election Order for City Council District 3, of the City of Lubbock, by amending the day that the election is to be held to June 21, 2014, and amending the early voting period, as set forth in the election order exhibits; directing the City Secretary to make any necessary changes to the election order exhibits as may be necessary to carry out the purposes of the Election Order.

Thomas Harris, Deputy City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0195.

Vote: 5 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)
Council Member Floyd Price (ABSENT)

3:34 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 1.**

Meeting Date: 06/12/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 29 amending the FY 2013-14 Budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Fund to increase the appropriation for purchased power costs; increase revenues for the purchased power recovery factor; increase the appropriation for the payment in lieu of property tax and the payment in lieu of a franchise fee; increase the utilization of fund balance; providing for filing; and providing for a savings clause.

Item Summary

I. Amend cost center 7315, “Electric Purchased Power”, by increasing the appropriation for purchased power costs by $17.0 million, from $133,497,676 to $150,497,676. Staff monitors the purchased power costs on a monthly basis and this cost center is expected to exceed the original budget by $17.0 million due to large, unforeseen increases in natural gas prices. Gas prices are currently 15.49% higher than this time last year, and are expected to be an average of 20.34% higher for FY 2013-14 compared to FY 2012-13.

II. Amend fund 211, "Electric Operating Fund”, by increasing revenues for purchased power cost recovery factor revenues (PPRF revenues) in the amount of $17.0 million, from $194,743,513 to $211,743,513. The FY 2013-14 appropriation for PPRF revenues needs to increase to offset the increased expenses related to purchased power costs.

III. Amend fund 211, “Electric Operating Fund”, by increasing the appropriation for the payment in lieu of property taxes (transfer to the General Fund) in the amount of $170,000, from $1,995,177 to $2,165,177. The amendment is necessary due to the increase in PPRF revenues.

IV. Amend fund 211, “Electric Operating Fund”, by increasing the appropriation for the related to the payment in lieu of a franchise fee (transfer to the General Fund) in the amount of $850,000, from $9,975,585 to $10,825,885. The amendment is necessary due to the increase in PPRF revenues.

V. Amend fund 211, “Electric Operating Fund’, by increasing the utilization of fund balance in the amount of $1,020,000 due to the increased transfers to the General Fund.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Electric Utility Board

Attachments

Ordinance - Amendment 29

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT (LP&L) FUND TO INCREASE THE APPROPRIATION FOR PURCHASED POWER COSTS; INCREASE REVENUES FOR THE PURCHASED POWER RECOVERY FACTOR; INCREASE THE APPROPRIATION FOR THE PAYMENT IN LIEU OF PROPERTY TAX AND THE PAYMENT IN LIEU OF A FRANCHISE FEE; INCREASE THE UTILIZATION OF FUND BALANCE; 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 2013-14 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 2013-14 (Budget Amendment #29) for municipal purposes, as follows:

I. Amend cost center 7315, "Electric Purchased Power", by increasing the appropriation for purchased power costs by $17.0 million, from $133,497,676 to $150,497,676.

II. Amend fund 211, "Electric Operating Fund", by increasing revenues for purchased power cost recovery factor revenues (PPRF revenues) in the amount of $17.0 million, from $194,743,513 to $211,743,513.

III. Amend fund 211, "Electric Operating Fund", by increasing the appropriation for the payment in lieu of property taxes (transfer to the General Fund) in the amount of $170,000, from $1,995,177 to $2,165,177.

IV. Amend fund 211, "Electric Operating Fund", by increasing the appropriation for the related to the payment in lieu of a franchise fee (transfer to the General Fund) in the amount of $850,000, from $9,975,585 to $10,825,885.

V. Amend fund 211, "Electric Operating Fund', by increasing the utilization of fund balance in the amount of $1,020,000 due to the increased transfers to the General Fund.

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/BudgetFY1314.Amend29.ord
May 27, 2014

RESOLUTION

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

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

WHEREAS, the commodity price of natural gas has increased unexpectedly and thereby increased the cost of wholesale electricity;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council pursuant to Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

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

THAT the Electric Utility Board request that the City Council amend the Budget for Lubbock Power & Light for fiscal year 2013-2014, such amendment being attached to this resolution and incorporated herein as though set forth fully herein, and, as amended, Lubbock Power & Light's budget shall be adopted as the part of the official City of Lubbock Budget for fiscal year 2013-2014.

Passed by the Electric Utility Board this 20th day of May, 2014.

Greg Taylor, Chairman

ATTEST:

James Conwright, Board Secretary

APPROVED AS TO CONTENT:

Gary Zheng
CEO/Director of Electric Utilities

APPROVED AS TO FORM:

Todd Kimbrough
General Counsel

Lubbock Power & Light
Electric Utility Board

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: May 20, 2014

Summary:

Consider a budget amendment, amending the FY 2013-14 Operating Budget to increase the appropriation for purchased power costs; increase revenues for the purchased power recovery factor; increase the appropriation for the payment in lieu of property tax and the payment in lieu of a franchise fee; and increase the utilization of fund balance.

Background/Fiscal Impact:

1.) Amend cost center 7315, "Electric Purchased Power", by increasing the appropriation for purchased power costs by $17.0 million, from $133,497,676 to $150,497,676. Staff monitors the purchased power costs on a monthly basis and this cost center is expected to exceed the original budget by $17.0 million due to large, unforeseen increases in natural gas prices. Gas prices are currently 15.49% higher than this time last year, and are expected to be an average of 20.34% higher for FY 2013-14 compared to FY 2012-13.

2.) Amend fund 211, "Electric Operating Fund", by increasing revenues for purchased power cost recovery factor revenues (PPRF revenues) in the amount of $17.0 million, from $194,743,513 to $211,743,513. The FY 2013-14 appropriation for PPRF revenues needs to increase to offset the increased expenses related to purchased power costs.

3.) Amend fund 211, "Electric Operating Fund", by increasing the appropriation for the payment in lieu of property taxes (transfer to the General Fund) in the amount of $170,000, from $1,995,177 to $2,165,177. The amendment is necessary due to the increase in PPRF revenues.

4.) Amend fund 211, "Electric Operating Fund", by increasing the appropriation for the related to the payment in lieu of a franchise fee (transfer to the General Fund) in the amount of $850,000, from $9,975,585 to $10,825,885. The amendment is necessary due to the increase in PPRF revenues.

5.) Amend fund 211, "Electric Operating Fund', by increasing the utilization of fund balance in the amount of $1,020,000 due to the increased transfers to the General Fund.

Lubbock Power & Light
Electric Utility Board

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: May 20, 2014

	Original	1st Amended	2nd Amended	$ Change
FUNDING SOURCES	FY 2013-14	FY 2013-14	FY 2013-14	from Amended
Interest Earnings	$ 154,158	$ 154,158	$ 154,158	$ -
Rentals and Recoveries	469,267	469,267	469,267	-
Sale of Steam/Equipment/Furnishings	189,485	189,485	189,485	-
Sales Tax Commission	17,164	17,164	17,164	-
General Consumers Metered	194,743,513	194,743,513	211,743,513	17,000,000
Municipal Sales	6,063,585	6,063,585	6,063,585	-
Street Light Electricity Contra Account	(1,289,394)	(1,289,394)	(1,289,394)	-
Off System Sales	11,242,210	11,242,210	11,242,210	-
Fees and Charges	3,530,348	3,530,348	3,530,348	-
Outside Work Orders	484,331	484,331	484,331	-
Tampering Fees	284,706	284,706	284,706	-
Miscellaneous	240,384	240,384	240,384	-
Transfer from Other Funds	299,111	299,111	299,111	-
TOTAL FUNDING SOURCES	$ 216,428,868	$ 216,428,868	$ 233,428,868	$ 17,000,000
DEPARTMENT LEVEL EXPENSES				
Compensation	$ 16,548,753	$ 16,548,753	$ 16,548,753	$ -
Benefits	7,297,089	7,297,089	7,297,089	-
Supplies Less Purchased Power Costs	1,863,840	1,863,840	1,863,840	-
Purchased Power Costs	133,497,676	133,497,676	150,497,676	17,000,000
Maintenance	4,146,539	4,146,539	4,146,539	-
Professional/Training	3,194,741	3,194,741	3,194,741	-
Other Charges	1,609,068	1,609,068	1,609,068	-
Scheduled Charges	4,828,412	4,828,412	4,828,412	-
Capital Outlay/Reimbursements	115,000	115,000	115,000	-
TOTAL DEPARTMENT LEVEL EXPENSES	$ 173,101,118	$ 173,101,117	$ 190,101,117	$ 17,000,000
FUND LEVEL EXPENSES				
Net Debt Service	$ 17,501,061	$ 17,501,061	$ 17,501,061	$ -
Master Lease	5,940	5,940	5,940	-
Indirect Cost Allocation	1,052,997	1,052,997	1,052,997	-
In Lieu of Franchise Tax - General	5,985,531	5,985,531	6,495,531	510,000
In Lieu of Franchise Tax - Gateway	3,990,354	3,990,354	4,330,354	340,000
In Lieu of Property Tax	1,995,177	1,995,177	2,165,177	170,000
Transfer to Electric Capital	10,789,250	9,034,250	9,034,250	-
Reimbursement - Personal Services	(1,884,393)	(1,884,393)	(1,884,393)	-
Reimbursement - Supplies	(1,884,393)	(1,884,393)	(1,884,393)	-
Reimbursement - Other Charges	(779,108)	(779,108)	(779,108)	-
Reimbursement - Data Processing	(779,108)	(779,108)	(779,108)	-
TOTAL FUND LEVEL EXPENSES	$ 35,993,309	$ 34,238,309	$ 35,258,309	$ 1,020,000
TOTAL EXPENSES	$ 209,094,426	$ 207,339,426	$ 225,359,426	$ 18,020,000

Lubbock Power & Light
Electric Utility Board

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: May 20, 2014

Recommendation:

Staff recommends Board approval of the attached budget amendment.

Regular City Council Meeting **6. 2.**

Meeting Date: 06/12/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0092 Amendment 28 amending the FY 2013-14 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); to accept and appropriate additional funding from the TDHCA for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $265,622 from the TDHCA for the CSBG, for a total grant appropriation of $366,059.

II. Accept and appropriate an additional $220,613 from the TDHCA for the CEAP, for a total grant appropriation of $1,107,049.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 28

Grant Detail - CSBG

Grant Detail - CEAP

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 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); AND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TDHCA FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2013-14 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 2013-14 (Budget Amendment #28) for municipal purposes, as follows:

I. Accept and appropriate an additional $265,622 from the TDHCA for the CSBG, for a total grant appropriation of $366,059.

II. Accept and appropriate an additional $220,613 from the TDHCA for the CEAP, for a total grant appropriation of $1,107,049.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend28.ord
May 9, 2014

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 22, 2014

Administrative Information:

City Assigned Grant Number:	82053
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	1/23/2014
Original Appropriation-Budget Ordinance:	2014-O0016
Original Grant Acceptance-Resolution:	2014-R0043

Personnel Information:

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

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	$ 40,185	22,144	22,985	39,344	-
Assistant Director	68,910	30,107	9,784	89,233	-
Administrative Assistant	24,128	17,441	10,150	31,419	-
CD Director & Citibus Liaison	89,294	35,740	6,203	118,831	-
CD Contract Coordinator	55,931	27,207	15,240	67,898	-
Total	$ 278,448	132,639	64,362	346,725	-

Budget Information:

Grant Amendment Detail	2/13/2014 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 19,477	43,023	62,500
Benefits	9,661	21,339	31,000
Travel	467	1,033	1,500
Supplies	2,244	4,956	7,200
Other	1,714	3,786	5,500
Indirect Cost	3,116	6,884	10,000
Contractual			
Catholic Charities, Diocese of Lubbock	55,967	167,392	223,359
Lutheran Social Services CEAP Ops	7,791	17209	25,000
Total Amendment	$ 100,437	$ 265,622	366,059

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 22, 2014

Administrative Information:

City Assigned Grant Number:	82054
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	2/13/2014
Original Appropriation-Budget Ordinance:	2014-O0019
Original Grant Acceptance-Resolution:	2014-R0061

Personnel Information:

No. of full-time positions funded w/ grant: 1

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
CD Contract Coordinator	55,931	25,270	2,142	79,059	-
Total	$ 55,931	25,270	2,142	79,059	-

Budget Information:

Grant Amendment Detail	2/27/2014 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 18,200	1,455	19,655
Benefits	8,850	687	9,537
Travel	1,200	-	1,200
ComDev Household Crisis H/C	75,000	-	75,000
Lutheran Social Services			
Household Crisis Utility Assistance	125,000	-	125,000
Utility Assistance Component	563,516	190,278	753,794
Admin and Operations	94,670	28,193	122,863
Total Amendment	$ 886,436	$ 220,613	1,107,049

Regular City Council Meeting **6. 2. 1.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant 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 2014 is $366,059. The first contract amount of $100,437 was appropriated and accepted by City Council at their meeting on February 13, 2014. At this time TDHCA has released the final $265,622 of the allocation. The total for the contract to date is $366,059.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2014, through December 31, 2014.

Fiscal Impact

The maximum amount to be allocated from the CSBG for this program is $366,059.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - Texas Department of Housing and Community Affairs

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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/Res.CDBG-TexDept of Housing- Amend Reduce Poverty.Contract.14
5.19.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NUMBER. **61140001832**
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

This Amendment No. **1** to Community Services Block Grant Program Contract Number. **61140001832** ("First Amendment") by and between the The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this First Amendment to be April 1, 2014.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. **61140001832** to be effective on April 1, 2014 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **$366,059.00** in accordance with the budget as approved by the Department and the terms of this Contract."

SECTION 2.

Section 35 C. Community Action Plan, of this Contract is hereby added to read as follows:

"Section 35 C. Community Action Plan, Subrecipients are to establish reasonable National Performance Indicators (NPI) targets and attain those targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31."

SECTION 3.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

This First Amendment shall be effective and memorializes an effective date of April 1, 2014.

WITNESS OUR HAND EFFECTIVE: **April 01, 2014**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

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 **6. 2. 2.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to contract 11778 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

Item Summary

The source for this contract is a pass through grant from the TDHCA. The original contract for $886,436 was accepted and appropriated by City Council at their meeting on February 27, 2014. The TDHCA increased the City's allocation in an additional amount of $220,613. The total amount of this contract is now $1,107,049.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2014, through December 31, 2014.

Fiscal Impact

The funds used are State funds for the CEAP. The maximum to be allocated to this grant is $1,107,049.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - Texas Department of Housing and Community Affairs

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 Comprehensive Energy Assistance Program, 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.

Passed by the City Council this _____day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CDBG-TDHC-Amend Comprehensive Energy Assist Prog.14
5.19.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NUMBER **58140001789**
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. **1** to Comprehensive Energy Assistance Program Contract Number. **58140001789** ("First Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this First Amendment to be April 1, 2014.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58140001789** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$1,107,049.00.**"

SECTION 2.

Exhibit B. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

SECTION 3.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

This First Amendment shall be effective and memorializes an effective date of April 1, 2014.

WITNESS OUR HAND EFFECTIVE: **4/1/2014**

SUBRECIPIENT:

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:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER **58140001789**
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT B
BUDGET

City of Lubbock,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 1,107,049.00 CEAP FUNDS CURRENTLY AVAILABLE

$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 69,116.00	-
Direct Services	$ 1,036,733.00	-
TOTAL CEAP BUDGET	$ 1,105,849.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 476,897.00	46.00
Utility Assistance	$ 476,897.00	46.00
Program Services	$ 82,939.00	8.00
TOTAL DIRECT SERVICES	$ 1,036,733.00	100.00

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

LUBBOCK

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

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

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

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

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

Regular City Council Meeting **6. 3.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute contract 11833 with West Texas Services d/b/a Tom's Tree Place for maintenance landscape and right-of-way areas in North Overton Public Improvement District, RFP 14-11833-TS.

Item Summary

The contract is for the maintenance of the public improvements in the North Overton Public Improvement District from the street curb line to the City property line. Landscape maintenance areas shall include, but are not limited to, turf areas, comprehensive landscape maintenance of bedded areas, trees, shrubs, perennials, other plant materials, hardscaping (parking, curbing, and walkway areas, etc.) and irrigation, litter pick-up and disposal, and curbside receptacles.

Five proposals were received from the following vendors:

Company	Amount	
Reeder Landscape of Amarillo, TX	$124,968	*NR
Marian Moss Enterprises, Inc. of Lubbock, TX	255,428	
West Texas Services dba Tom's Tree Place of Lubbock, TX	319,604	
Pevey Lawn & Landscape, Inc. of Lubbock, TX	321,667	
Advanced Lawn & Landscape of Wolfforth, TX	657,902	

*Reeder Landscape's price sheet was not completed as requested and therefore their proposal was considered non-responsive.

An evaluation committee reviewed the proposals based on the following criteria: 25% Key Personnel and Staff; 15% Responsiveness; 15% Responsibility; 15% Experience and Qualifications; 10% Equipment Status; 10% Originality; 10% Cost. The proposals were ranked as follows:

Company	Points
West Texas Services dba Tom's Tree Place of Lubbock, TX	1890
Marian Moss Enterprises, Inc. of Lubbock, TX	1285
Pevey Lawn & Landscape, Inc. of Lubbock, TX	205

Advanced Lawn & Landscape of Wolfforth, TX	205
Reeder Landscape of Amarillo, TX	145

The committee recommends the contract be awarded to the highest ranked proposal West Texas Services dba Tom's Tree Place of Lubbock, TX, for an annual cost of $319,604. The contract will be for one year with four additional one year terms.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Fiscal Impact

The North Overton Public Improvement District will fund the cost of the maintenance agreement. $451,519 was included in the FY 2013-14 operating budget, with $319,604 available for this purpose.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution & Contract - West Texas Services

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. 11833 for maintenance landscape and right-of-way areas in North Overton PID, by and between the City of Lubbock and West Texas Services d/b/a Tom's Tree Place, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Tom's Tree Place
May 21, 2014

Contract 11833

City of Lubbock, TX
Maintenance Landscape Right of Way Areas in North Overton PID
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **12th** day of **June, 2014**, ("Effective Date") by and between **West Texas Services dba Tom's Tree Place,** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11833-TS, Maintenance Landscape Right of Way Areas in North Overton PID.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Maintenance Landscape Right of Way Areas in North Overton PID, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Price Sheet
4. Exhibit C – Insurance

Scope of Work

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

Article 1 Services

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

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

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

Article 2 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

TERRY ROWLAND

Printed Name

LANDSCAPE ARCHITECT

Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Assistant City Attorney

City of Lubbock, TX
Purchasing and Contract Management
RFP 14-11833-TS Maintenance Landscape Right of Way Areas in North Overton PID
General Requirements

1. DEFINITIONS

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

1.2 **City** - The City of Lubbock, TX, municipal corporation in Lubbock County, TX.

1.3 **City Council** - City Council of the City of Lubbock, TX.

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

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

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

1.7 **Cycle** - The complete service of all sites in a Group one time.

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

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

1.10 **Extra Work** - Work over and above that called for in the contract.

1.11 **Mayor** - The duly appointed official of the City of Lubbock, TX, who is empowered by the City Charter to enter into a contract in behalf of the City.

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

1.13 **Community Services Director** - The individual who shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery.

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

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

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

1.17 **Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

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

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

2. TERMS AND CONDITIONS

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

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

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Community Services Director. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged

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

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

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

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

2.7 **Service Boundaries:** The service area may be bounded by hard surfacing materials, sidewalks, or non-curbed turf areas. The successful bidder shall be responsible for all areas defined by turf or hard surfacing. However, the successful bidder is not responsible for edging of un-curbed turf. Although the mowing contractors are required to operate mowing equipment in a manner that directs the clippings away from plant beds, the nature of mowing equipment will at times allow some clipping debris to drop into planting areas. Clipping debris in the beds or grass plants that become established are the responsibility of the successful flower and shrub bed contractor and shall be removed as a part of the ongoing maintenance of the bed areas.

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

3. CONTROL OF WORK

3.1 **Authority of the Community Services Director:** It is understood by all parties that the work is to be done to the satisfaction of the Community Services Director or his authorized agent(s). The Community Services Director shall interpret all specifications, and shall determine the acceptability of all work. The Community Services Director shall decide the classification, quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Community Services Director shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.

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

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

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

3.5 **Final Inspection**: Final Inspection of the site shall take place by the Community Services Director or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Community Services Director or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner that prevents them from entering surface or ground waters.

Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

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

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

3.8 **Special Events**: The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Community Services Director or his Agent to arrange for maintenance schedule adjustments as may be required. The Community Services Director or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires flower or shrub bed maintenance schedule adjustments.

3.9 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of patrons while doing work on City owned property. The Contractor shall take all precautions necessary to insure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should know whom to refer the citizen to. The City shall provide a list of City representatives and phone numbers for various City functions. The Contractor shall provide employees with this information and insure that each crew has this information available.

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

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

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

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

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

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

4. INDEMNITY INSURANCE

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

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

4.2.1 Workman's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job of at least $500,000 aggregate to include all endorsements.

Commercial General Liability Insurance at minimum combined single limits of $500,000 per occurrence to include Products-Comp/OP AGG, Personal and Adv. Injury, Contractual Liability and to include all endorsements.

Commercial Automobile Liability Insurance at minimum combined single limits of $500,000 per occurrence for any auto to include all endorsements.

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

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

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

4.3.3 A waiver of subrogation in favor of the City of Lubbock for all types of insurance coverage's.

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

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

4.4.1 A Best financial grading of A:VII or better

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

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

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

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

4.5.3 Sets forth all endorsements as required above.

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

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

5. CONTRACT TERM

5.1 The term of the contract shall be for one year with four additional one year terms, unless terminated or extended in accordance with the provisions of this contract.

6. PROSECUTION AND PROGRESS OF WORK

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

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

6.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during

this time, notice of his intention to do so shall be given to the Community Services Director or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.

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

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

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

6.7 **Payment**: The Contractor shall receive compensation for services provided for in the contract on a monthly basis. Upon the end of each month during the period from April through October of each year during the contract period; the contractor shall submit an invoice for the "seasonal" monthly rate; and upon the end of each month during the period from November through March, the contractor shall submit an invoice for the "off-season" monthly rate according to the price sheet submitted by Contractor during the bidding process. The monthly invoices shall be itemized by tract. Any Extra Work authorized and completed during the month shall be shown on the same monthly invoice and identified as "Extra Work." Extra Work billing should designate hourly labor cost, parts/materials costs and a description of the work performed.

7. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

7.1 Key Personnel and Staff: The offeror's ability to provide quality supervisors and crew members with proven skills commiserate with these specifications. Also the offeror is to ensure that in offering such services and staffing that it will in no way over-extend the firm, thereby adversely affecting the quality and timing of services rendered on this project. (25%)

7.2 Responsiveness: The degree to which the offeror has responded to the purpose, scope, and requested submittals, but not limited to, services to be provided as detailed under

scope of work, flexibility of offeror to meet the City of Lubbock needs and conformance in all aspects of this RFP. (15%)

7.3 Responsibility: The offeror who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. (15%)

7.4 Experience and Qualifications: The offeror's experience in providing best management practices for landscape maintenance services that are similar in size and scope as this project. (15%)

7.5 Equipment Status: The offeror's ability to provide quality and efficient equipment that is maintained at a high level of readiness, and in case of failure, is able to provide an equivalent substitution or replace the impaired piece(s) in a timely manner. (10%)

7.6 Originality: Offeror shall not be merely limited to items as shown in scope of work, but rather encouraged to recommend other services, products, methods, etc. as he/she feels would enhance the overall quality of the maintenance project both with respect to effectiveness and efficiency. (10%)

7.7 Cost: Offeror's pricing for each tract of the project as outlined. (10%)

8 PROPOSAL FORMAT

8.1 Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

8.2 The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

8.3 If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

8.4 The proposal must be organized into the following response item sections and submitted in an indexed binder.

8.5 Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

8.6 A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

8.7 Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

8.8 A brochure of past work, with emphasis on comparable projects.

8.9 List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

8.10 List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

8.11 The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

8.12 The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

8.13 Describe the Offeror's methodology for handling errors and omissions.

8.14 Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

8.15 Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

8.16 Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

City of Lubbock, TX
Purchasing and Contract Management
RFP 14-11833-TS Maintenance Landscape Right of Way in North Overton PID
Specifications

1. Seasonal Color Program Standards

1.1 General: Successful contractor shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities

1.1.1 The areas to be serviced at each location include all of the area within the bed. The perimeter of the planting bed will be defined by the rim of raised planters, concrete curbing, sidewalks, or edged turf areas.

1.1.2 Contractor shall be responsible for the purchase and planting of all flowers in the identified beds. Flowers shall be planted on 6 inch centers in the row and 6 inches between rows. A triangular pattern shall be used to stagger the plants in alternate rows.

1.1.3 Anticipated planting dates are April 26th - May 21st, and September 6th - 17th. Actual planting dates shall be determined by existing environmental conditions. The Contractor may propose planting schemes with flower varieties of their choosing or from the following flower varieties; Marigold, Periwinkle, Petunia, Nicotiana, Statice, Nasturtium, Purple Fountain Grass, Verbena, Dusty Miller, Begonia, Impatiens, Pansy, Ornamental Cabbage, Flowering Bulbs, Ornamental Kale, & Dianthus. The variety(s) of flowers selected for each bed area shall be coordinated with and approved by the Community Services Director or his Agent.

1.1.4 Contractor shall provide a planting schedule to the Parks Department within fifteen days of Award of Contract and will notify the Community Services Director or his Agent of any changes in the schedule prior to the schedule change.

1.2 Maintenance: Maintenance routines shall be determined by environmental conditions and weed growth.

1.2.1 Preparation and Planting: Plant material from the previous season shall be removed and the bed area shall be tilled to a depth of 8 to 10 inches prior to planting. Fully rooted plants with a minimum pot size of 4 inches shall be used. They shall be removed from their container and planted at the same depth in the freshly tilled soil. The soil around the new plants shall be firmed and immediately irrigated.

1.2.2 Watering: It shall be the contractor's responsibility to insure sufficient moisture is present to promote healthy vigorous and fully leafed plants that remain in full bloom throughout their growing season.

1.2.3 Cultivation: The minimum frequency is once weekly for the removal of weeds, spent blooms, and litter.

1.2.4 Mulching: Soils in raised planting bed and beds on Glenna Goodacre Boulevard areas shall be kept covered with organic, shredded, composted mulch. A minimum of a two (2) inch layer of mulch is be kept up at all times. All other beds at ground level will be maintained with trail mix. A minimum of a two (2) inch

layer of trail mix is to be kept up at all times. At no time may the trail mix be greater than 1/2 inch below the top of the concrete.

1.2.5 Fertilization: Contractor shall be responsible for applying sufficient fertilizer to promote vigorous plants that remain in full bloom. For summer annuals, the contractor shall apply 100 percent sulfur coated 10-15-10 granular fertilizer at the rate of 1 pound of actual N per 1,000 square feet after planting and twice more during the growing season. For fall plantings, the contractor shall apply a 100 percent sulfur coated 10-15-10 granular fertilizer at the rate of 1 pound of actual N per 1,000 square feet after planting and once more at the first of spring. Contractor shall insure that fertilizer residue is removed from foliage and blooms and shall apply sufficient water to incorporate the fertilizer into the soil.

1.2.6 Pesticide Application: Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The successful bidder may also apply pre or post emergent herbicides as required to control noxious weed growth. The pesticide to be used shall be discussed with the Community Services Director or his agent and not applied until approved for use until receipt of written approval. At all times the individual applying the pesticide shall be licensed by the Structural Pest Control Board for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable State and Federal Laws concerning pesticide applications, rinsate disposal, and container disposal.

1.3 Shrubs and Ground Cover Plantings: Shrubs and/or Ground Cover plantings contained within beds containing annual plantings are the responsibility of the successful annual flower program contractor. Maintenance of these plantings shall be performed in accordance with the Planting Bed Maintenance.

1.4 Litter Control: Remove all litter as needed to keep beds free of debris.

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

2. Planting Bed Maintenance Standards

2.1 General: Successful contractor shall have ten (10) days from receipt of the Notice to Proceed to commence contract maintenance activities.

2.1.1 The areas to be serviced at each location include all of the area within the bed. The perimeter of the planting bed will be defined by the rim of raised planters, concrete curbing, sidewalks, or edged turf areas.

2.1.2 Contractor shall provide a maintenance schedule to the Parks Department within fifteen days of Award of Contract and will notify the Community Services Director or his Agent of any changes in the schedule prior to the schedule change.

2.2 Maintenance

2.2.1 Pruning:

A: Coniferous evergreen shrubs shall be pruned once per growing season as required to keep them within the planting area and as required to remove damaged or diseased branches.

B: Broadleaf evergreen shrubs shall be pruned once per month to maintain an

even but free form shape that complements the natural shape and growth patterns of the plant. Unless otherwise specified, plants shall not be pruned into ball or box shapes.

C: Deciduous shrubs shall be pruned as required to keep them within the planting area, to remove damaged or diseased branches, and to promote uniform growth patterns. Unless otherwise specified, they shall not be pruned into ball or box shapes.

D: Ground cover plantings such as Vinca Major shall be trimmed in the March to remove dead stems and foliage.

E: Ground cover plantings of prostrate junipers or creeping vines shall be pruned as required to keep them within the bed area, to remove dead, diseased or damaged branches, or to control their vertical ascent.

2.2.2 Watering: It shall be the contractor's responsibility to insure sufficient moisture is present to promote healthy vigorous plant growth.

2.2.3 Cultivation: The minimum frequency is once weekly for the removal of weeds and litter. All plant material will be maintained behind the upper curb line and inside the planter areas.

2.2.4 Mulching: Soils in raised planting bed and beds on Glenna Goodacre Boulevard areas shall be kept covered with organic, shredded, composted mulch. A minimum of a two inch layer of mulch is to be kept up at all times. All other beds at ground level will be maintained with trail mix. A minimum of a two inch layer of trail mix is to be kept up at all times. At no time may the trail mix be greater than 1/2 inch below the top of the concrete.

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

2.2.6 Pesticide Application: Contractor shall be responsible for insuring that plant health and appearance is maintained by applying corrective insecticides, fungicides or other pesticides as required to control pest populations. The successful bidder may also apply pre or post emergent herbicides as required to control noxious weed growth. Contractor is responsible for maintaining a weed-free turf. The pesticide to be used shall be discussed with the Community Services Director or his agent and not applied until approved for use until receipt of written approval. At all times the individual applying the pesticide shall be licensed by the Structural Pest Control Board, or any other applicable agency, for the specific category involved. The applicator shall also be required to follow manufacturer's recommendations for product usage and all applicable State and Federal Laws concerning pesticide applications, rinsate disposal, and container disposal. Contractor will provide label and MSDS for any chemical used prior to application.

2.3 Litter Control: Contractor shall insure that all litter is removed from beds weekly.

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

3. Turf and Hardscape Maintenance Standards

3.1 General: Successful contractor shall have ten days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Community Services Director or his Agent. The Contractor shall be notified of the City's decision by letter.

3.1.1 The areas to be serviced for each site include all turf areas. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating shrub or color beds. Contractor shall maintain weed-free turf areas.

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

3.2 Mowing: Mowing commencement and conclusion shall be at the discretion of the Agent(s) or Community Services Director. Mowing frequency shall be determined by turf growth and occur up to once per calendar week, evenly spaced. Mowing costs are to be determined at a rate of twenty-nine (29) cycles per calendar year. Any cycles more that twenty-nine (29) shall be billed as Extra Work. Turf shall be cut at a height of one inch; unless otherwise directed by the Community Services Director or his agent, clippings shall be bagged or recycled and all hardscapes shall be cleaned after each service. Mowing equipment shall be a reel mower or rotary/recycler. Mowing height shall be raised at the discretion of the Agent or Community Services Director and last through the remainder of the season. All equipment must be of appropriate size for each site and approved by the Community Services Director or his Agent.

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

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

3.5 Litter Control & Debris Removal: All Litter and other types of debris such as motor vehicle parts, rocks, gravel, and dirt, shall be removed by the contractor. Litter and debris removal shall be performed concurrently with other maintenance operations.

3.6 Hardscape Maintenance: Hard surfaced medians and right of ways shall be swept as well as street curb areas. Hardscape maintenance cycles will be the same as mowing cycles. Any cycles more than twenty-nine (29) cycles per year shall be billed as additional work.

3.7 **Disposal:** Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles, or those belonging to commercial businesses.

4. Tree Maintenance Standards

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

4.2 Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.

4.3 Prune trees only in appropriate months as determined by an arborist. Prune in accordance with generally accepted standards for proper pruning.

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

4.5 Any tree found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as extra work. Submit a quote for replacement within two weeks of the loss. Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site.

4.6 Replacement trees shall be approved for size and appearance by the owner's authorized representative prior to planting.

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

4.8 **Mulching:** Soils in raised planting bed and beds on Glenna Goodacre Boulevard areas shall be kept covered with organic, shredded, composted mulch. A minimum of a two inch layer of mulch is to be kept up at all times. All other beds at ground level will be maintained with trail mix. A minimum of a two inch layer of trail mix is to be kept up at all times. At no time may the trail mix be greater than 1/2 inch below the top of the concrete.

5. Irrigation Maintenance Standards

5.1 Water Application & Scheduling:

5.1.1 Contractor must employ on a regular basis a full-time certified irrigation specialist. Irrigation sub-contractors are not allowed under the terms of this contract.

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

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

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

5.1.5 The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.

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

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

5.2 Irrigation System Scheduled Maintenance

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

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

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

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

5.3 Irrigation System Repair

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

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

5.3.3 All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a

change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.

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

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

5.3.6 Irrigation Systems: The contractor shall inspect and test all components and zones in the irrigation system monthly and shall reset zone times according to seasonal evapotranspiration changes. Minor adjustments and repairs such as head-emitter cleaning or replacement, filter cleaning, small leaks, and minor timer adjustments shall be made by the contractor. Once a year, the contractor will recalibrate each zone following Cooperative Extension Service recommendations. During weekly maintenance, the contractor will note and report to client any symptoms of inadequate or excessive irrigation, draining problems, etc.

5.3.7 Repairs of irrigation system beyond the above scope will be charged to the client at an hourly rate per person plus parts. Contractor shall bill the City for parts according to the current Manufacturers List Price or a discount thereof. The contractor will notify the City of the nature of the problem before repairs are made.

6. Curbside Receptacle Maintenance

6.0.1 The Contractor will be responsible for emptying all curbside litter receptacles. The Contractor will provide trash receptacle liners to be placed in each receptacle after removal of litter and debris. Contractor shall be responsible for the disposal of litter and debris. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No litter or debris shall be disposed of in residential dumpsters, curbside trash receptacles or those belonging to Commercial Businesses.

6.0.2 The Contractor will empty curbside litter receptacles on Mondays and Thursdays of each week. Agent could request additional frequencies for curbside receptacle maintenance. Additional maintenance beyond the Monday/Thursday schedule shall be deemed as Extra Work.

7. One-Time Planting Bed Modification

7.0.1 The Contractor will replace existing plant materials with "trail mix" or other ground cover material as specified by the Agent.

Exhibit B

Price Sheet

Offeror's Name West Texas Services, inc dba Tom's Tree Place

1. TRACT 1A – Starbuck's Hardscape and Landscape Sheet No: LM-1
Irrigation Sheet No: LM-2

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 67.48	$ 48.67	Tree	$ 24.49	$ 17.67
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	184.85	133.32	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	37.43

TOTAL ITEM #1: Seasonal $/MO(363.51) Off Season $/MO(262.16)

2. TRACT 2A – Chili's Hardscape and Landscape Sheet No.: LM-3
Irrigation Sheet No.: LM-4

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 91.99	$ 66.34	Tree	$ 33.91	$ 24.46
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	202.37	145.95	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	34.33

TOTAL ITEM #2: Seasonal $/MO(449.72) Off Season $/MO(~~324.35~~ 321.34)

3. TRACT 2B – The Centre Hardscape and Landscape Sheet Nos.: LM-5 AND LM-6
Irrigation Sheet Nos.: LM-7 AND LM-8

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 101.10	$ 72.92	Tree	$ 62.18	$ 44.84
Turf	NA	NA	Irrigation	139.11	100.33
Plant Bed	320.40	231.08	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	90.83	65.50

TOTAL ITEM #3: Seasonal $/MO(713.61) Off Season $/MO(514.67)

4. TRACT 2C – City Bank Hardscape and Landscape Sheet No.: LM-9
Irrigation Sheet No.: LM-10

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 67.48	$ 48.67	Tree	$ 24.49	$ 17.67
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	184.85	133.32	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	37.43

TOTAL ITEM #4: Seasonal $/MO(363.51) Off Season $/MO(262.16)

5. TRACT 4 – University Pointe Hardscape and Landscape Sheet Nos: LM-11, LM-12, LM-13, LM-14
Irrigation Sheet Nos: LM-15, LM-16, LM-17, LM-18

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 160.90	$ 116.04	Tree	$ 114.93	$ 82.89
Turf	NA	NA	Irrigation	104.33	75.25
Plant Bed	395.98	285.58	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	116.78	84.22

TOTAL ITEM #5: Seasonal $/MO(892.92) Off Season $/MO(643.98)

6. TRACT 8 – University Fountains Hardscape and Landscape Sheet Nos.: LM-19, LM-20, LM-21
Irrigation Sheet Nos.: LM-22, LM-23, LM-24

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 100.44	$ 33.05	Tree	$ 32.03	$ 23.10
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	154.77	111.62	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	103.80	74.86

TOTAL ITEM #6: Seasonal $/MO(460.60) Off Season $/MO(332.19 292.79)

7. TRACT 11 – Main Street Condominiums – South Hardscape and Landscape Sheet No.: LM-25
Irrigation Sheet No.: LM-26

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 45.83	$ 33.05	Tree	$ 32.03	$ 23.10
Turf	NA	NA	Irrigation	173.89	125.41
Plant Bed	45.50	32.81	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	25.95	18.72

TOTAL ITEM #7: Seasonal $/MO (323.20) Off Season $/MO (233.10)

8. TRACT GGB Median Blocks 1-4 (University Ave to Avenue U)
Hardscape and Landscape Sheet Nos.: LM-27, LM-28, LM-29, LM-30
Irrigation Sheet Nos.: LM-32, LM-33, LM-34, LM-35

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 239.30	$ 172.58	Tree	$ 324.07	$ 233.73
Turf	NA	NA	Irrigation	521.66	367.23
Plant Bed	5402.99	3896.70	Litter Pick-up & Disposal	NA	NA
Seasonal Color	599.45	432.33	Receptacle	220.58	159.08

TOTAL ITEM #8: Seasonal $/MO (7,308.05) Off Season $/MO (~~5,270.66~~ 5261.65)

9. TRACT A – University Trails Hardscape and Landscape Sheet Nos.: LM-37, LM-38, LM-39, LM-40, LM-41, LM-42 Irrigation Sheet Nos.: LM-43, LM-44, LM-45, LM-46, LM-47, LM-48

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 230.26	$ 166.06	Tree	$ 99.86	$ 72.02
Turf	NA	NA	Irrigation	208.67	150.49
Plant Bed	314.69	226.96	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	129.75	93.58

TOTAL ITEM #9: Seasonal $/MO (983.22) Off Season $/MO (709.11)

10. TRACT Avenue X and Mac Davis Lane Rotary
Hardscape and Landscape Sheet No: LM-49
Irrigation Sheet No.: LM-50

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 30.54	$ 22.03	Tree	$ 9.42	$ 6.79
Turf	NA	NA	Irrigation	104.33	75.25
Plant Bed	669.54	482.88	Litter Pick-up & Disposal	NA	NA
Seasonal Color	775.05	558.97	Receptacle	NA	NA

TOTAL ITEM #10: Seasonal $/MO (1588.89) Off Season $/MO (1145.93)

11. TRACT 14 – Wal-Mart
Hardscape and Landscape Sheet Nos.: LM-51, LM-52, LM-53, LM-54, LM-55
Irrigation Sheet Nos.: LM-56, LM-57, LM-58, LM-59, LM-60

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 135.05	$ 97.40	Tree	$ 165.80	$ 119.58
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	594.16	428.51	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	77.85	56.15

TOTAL ITEM #11: Seasonal $/MO (1042.42) Off Season $/MO (751.80)

12. TRACT 1B-1 – Raising Cain's Hardscape and Landscape Sheet No.: LM-61
Irrigation Sheet No.: LM-62

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 46.02	$ 33.19	Tree	$ 20.73	$ 14.95
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	97.09	70.02	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	25.95	18.72

TOTAL ITEM #12: Seasonal $/MO (259.34) Off Season $/MO (187.04)

13. TRACT 1B-3 – Dion's Hardscape and Landscape Sheet No.: LM-63
Irrigation Sheet No.: LM-64

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 43.93	$ 31.69	Tree	$ 20.73	$ 14.95
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	81.86	59.04	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	25.95	18.72

TOTAL ITEM #13: Seasonal $/MO (207.25) Off Season $/MO (149.47)

14. TRACT 3A1 AND 3B1- Village at Overton Park Apartment Complex
Hardscape and Landscape Sheet Nos.: LM-65, LM-66, LM-67, LM-68
Irrigation Sheet Nos.: LM-69, LM-70, LM-71, LM-72

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 216.14	$ 155.89	Tree	$ 64.06	$ 46.20
Turf	NA	NA	Irrigation	208.67	150.49
Plant Bed	446.33	321.97	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	155.70	112.29

TOTAL ITEM #14: Seasonal $/MO (1091.00) Off Season $/MO (786.84)

15. BLOCK 133 – Ave X and Marsha Sharp Frwy Hardscape and Landscape Sheet No.: LM-73
Irrigation Sheet No.: LM-74

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 63.19	$ 45.57	Tree	$ 24.49	$ 16.67
Turf	NA	NA	Irrigation	NA	NA
Plant Bed	116.13	83.75	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	37.43

TOTAL ITEM #15: Seasonal $/MO (255.71) Off Season $/MO (~~184.42~~ 183.42)

16. TRACT Avenue X Median Hardscape and Landscape Sheet Nos.: LM-75, LM-76
Irrigation Sheet Nos.: LM-77, LM-78

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 39.25	$ 28.31	Tree	$ 33.91	$ 24.46
Turf	302.04	217.83	Irrigation	313.00	225.74
Plant Bed	114.80	82.79	Litter Pick-up & Disposal	NA	NA
Seasonal Color	605.50	436.70	Receptacle	NA	NA

TOTAL ITEM #16: Seasonal $/MO (1408.50) Off Season $/MO (1015.83)

17. TRACT 7 and 9 – Overton Hotel Hardscape and Landscape Sheet Nos.: LM-79, LM-80, LM-81
Irrigation Sheet Nos.: LM-82, LM-83, LM-84

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 123.91	$ 89.37	Tree	$ 13.19	$ 9.51
Turf	NA	NA	Irrigation	173.89	125.41
Plant Bed	133.26	96.11	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	64.88	46.79

TOTAL ITEM #17: Seasonal $/MO (509.12) Off Season $/MO (367.19)

18. TRACT 5A – The Suites Hardscape and Landscape Sheet Nos.: LM-85, LM-86, LM-87
Irrigation Sheet Nos.: LM-88, LM-89, LM-90

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 107.02	$ 77.18	Tree	$ 54.64	$ 50.16
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	284.44	179.18	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	37.43

TOTAL ITEM #18: Seasonal $/MO (~~531.55~~ 567.56) Off Season $/MO (~~383.36~~ 394.11)

19. TRACT Single Family Block 4 – North Side of Glenna Goodacre Boulevard between Ave. U and Ave. V
Hardscape and Landscape Sheet Nos.: LM-91, LM-92, LM-93, LM-94
Irrigation Sheet Nos.: LM-106, LM-107, LM-108, LM-109

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 56.34	$ 40.64	Tree	$ 85.84	$ 61.90
Turf	284.50	186.40	Irrigation	186.40	134.44
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #19: Seasonal $/MO (613.09) Off Season $/MO (~~442.17~~ 423.38)

20. TRACT Single Family Block 3 – South Side of GGB and North Side of 9th St. between Ave. U and Ave. V
Hardscape and Landscape Sheet Nos.: LM-95, LM-96, LM-97, LM-98
Irrigation Sheet Nos.: LM-110, LM-111, LM-112, LM-113

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 81.53	$ 58.80	Tree	$ 113.05	$ 81.53
Turf	432.63	312.02	Irrigation	278.22	200.66
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #20: Seasonal $/MO (905.43) Off Season $/MO (653.01)

21. TRACT Single Family Block 2 – South Side of 9th St. and North Side of 10th St. between Ave. U and Ave. V
Hardscape and Landscape Sheet Nos.: LM-99, LM-100, LM-101, LM-102
Irrigation Sheet Nos.: LM-114, LM-115, LM-116, LM-117

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 89.05	$ 64.22	Tree	$ 113.05	$ 81.53
Turf	496.46	358.05	Irrigation	278.22	200.66
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #21: Seasonal $/MO(976.77) Off Season $/MO(704.46)

22. TRACT Single Block 1 – South Side of 10th St. between Ave. U and Ave. V
Hardscape and Landscape Sheet Nos.: LM-103, LM-104, LM-105
Irrigation Sheet Nos.: LM-118, LM-119, LM-120

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 46.12	$ 33.27	Tree	$ 58.41	$ 42.12
Turf	248.43	179.25	Irrigation	173.89	125.41
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #22: Seasonal $/MO (526.95) Off Season $/MO (380.05)

23. TRACT GGB Median Blocks 5-7(Avenue U to S Landscaped, Avenue R to S not landscaped)
Hardscape and Landscape Sheet Nos.: LM-121, LM-122, LM-123
Irrigation Sheet Nos.: LM-124, LM-125, LM-126

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 105.48	$ 76.08	Tree	$ 162.04	$ 116.86
Turf	1133.40	817.42	Irrigation	347.78	250.82
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	77.85	56.15

TOTAL ITEM #23: Seasonal $/MO (1826.54) Off Season $/MO (1317.32)

24. TRACT 31-Cottages Hardscape and Landscape Sheet Nos.: LM-127, LM-128, LM-129, LM-130
Irrigation Sheet Nos.: LM-131, LM-132, LM-133, LM-134

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 84.83	$ 61.18	Tree	$ 105.51	$ 76.10
Turf	582.09	419.81	Irrigation	139.11	100.33
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #24: Seasonal $/MO (911.55) Off Season $/MO (657.42)

25. TRACT 30-Cottages Hardscape and Landscape Sheet Nos.: LM-135, LM-136, LM-137, LM-138
Irrigation Sheet Nos.: LM-139, LM-140, LM-141, LM-142

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 90.49	$ 65.26	Tree	$ 103.63	$ 74.74
Turf	498.47	359.50	Irrigation	69.56	50.16
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #25: Seasonal $/MO (762.15) Off Season $/MO (549.66)

26. TRACT 29-Cottages
Hardscape and Landscape Sheet Nos.: LM-143, LM-144, LM-145, LM-146, LM-147, LM-148, LM-149
Irrigation Sheet Nos.: LM-150, LM-151, LM-152, LM-153, LM-154, LM-155, LM-156

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 156.98	$ 113.21	Tree	$ 160.15	$ 115.50
Turf	855.67	617.12	Irrigation	278.22	200.66
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #26: Seasonal $/MO (1451.01) Off Season $/MO (1046.49)

27. TRACT 28-Cottages Hardscape and Landscape Sheet Nos.: LM-157, LM-158, LM-159
Irrigation Sheet Nos.: LM-160, LM-161, LM-162

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 74.75	$ 53.91	Tree	$ 96.09	$ 69.30
Turf	447.71	322.90	Irrigation	104.33	75.25
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #27: Seasonal $/MO (722.88) Off Season $/MO (521.36)

28. TRACT 12 – Main Street Condominiums - North
Hardscape and Landscape Sheet Nos.: LM-163, LM-164, LM-165
Irrigation Sheet Nos.: LM-166, LM-167, LM-168

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 61.89	$ 44.64	Tree	$ 35.80	$ 25.82
Turf	235.52	169.86	Irrigation	69.56	50.16
Plant Bed	NA	NA	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	38.93	28.07

TOTAL ITEM #28: Seasonal $/MO (441.70) Off Season $/MO (318.56)

29. TRACT 18 – Shopping Center Southwest corner of 7th Street and Ave. R
Hardscape and Landscape Sheet Nos.: LM-169, LM-170
Irrigation Sheet Nos.: NONE

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 43.51	$ 31.38	Tree	$ 32.03	$ 23.10
Turf	NA	NA	Irrigation	69.56	50.16
Plant Bed	191.80	138.40	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	NA	NA

TOTAL ITEM #29: Seasonal $/MO (336.90) Off Season $/MO (243.04)

30. TRACT 1C-1 – Chipotle's Grill No Hardscape , Landscape or Irrigation Sheet

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 13.16	$ 9.49	Tree	$ 3.77	$ 2.72
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	19.05	13.74	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	12.97	9.36

TOTAL ITEM #30: Seasonal $/MO (83.73) Off Season $/MO (60.39)

31. TRACT 1C-3A – Golden Chick Hardscape, Landscape and Irrigation Sheet Nos.: TRACT 1C3A

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 20.52	$ 14.80	Tree	$ 5.65	$ 4.08
Turf	NA	NA	Irrigation	69.55	50.16
Plant Bed	34.28	24.72	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	25.95	18.71

TOTAL ITEM #31: Seasonal $/MO (155.95) Off Season $/MO (112.47)

32. TRACT 1B-2 – Leonard's Grocery Store Hardscape and Landscape Sheet Nos.: L2.1, L2.3, L2.2

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 58.64	$ 42.29	Tree	$ 39.56	$ 28.53
Turf	NA	NA	Irrigation	69.55	50.16
Plant Bed	167.41	120.74	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	38.92	28.07

TOTAL ITEM #32: Seasonal $/MO (374.08) Off Season $/MO (269.79)

33. TRACT 1C-2 – Whataburger No Landscape, Hardscape, or Irrigation Sheet

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 11.29	$ 8.09	Tree	$ 3.77	$ 2.72
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	19.05	13.74	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	25.95	18.71

TOTAL ITEM #33: Seasonal $/MO (94.84) Off Season $/MO (68.34)

34. TRACT 1C-3B – Potbelly Hardscape and Landscape Sheet No.: TRACT 1C3B

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 17.44	$ 12.58	Tree	$ 7.54	$ 5.43
Turf	NA	NA	Irrigation	34.78	25.08
Plant Bed	48.76	35.16	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	38.92	28.07

TOTAL ITEM #34: Seasonal $/MO (147.44) Off Season $/MO (106.32)

35. TRACT 6 – UClub Townhomes Hardscape and Landscape Sheet No.: ACC LUBBOCK – TRACT 6

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape	$ 107.95	$ 77.68	Tree	$ 67.82	$ 48.91
Turf	230.43	166.19	Irrigation	243.44	175.57
Plant Bed	354.25	255.49	Litter Pick-up & Disposal	NA	NA
Seasonal Color	NA	NA	Receptacle	51.90	37.43

TOTAL ITEM #35: Seasonal $/MO (1055.79) Off Season $/MO (761.27)

EXTRA WORK (HOURLY)

Description	Seasonal	Off Season	Description	Seasonal	Off Season
Hardscape*	$25/MAN HR	$ 25/MAN HR	Tree	$45/MAN HR	$45/MAN HR
Turf *	25/MAN HR	25/MAN HR	Irrigation	25/MAN HR	25/MAN HR
Plant Bed	25/MAN HR	25/MAN HR	Litter Pick-up & Disposal	35/MAN HR	35/MAN HR
Seasonal Color	25/MAN HR	25/MAN HR	Receptacle	55/MAN HR	55/MAN HR

*Please provide cost per cycle (not hourly)

IRRIGATION – MATERIALS

Discount from Manufacturer's List Price	10 %

City of Lubbock, TX
RFP 14-11833-TS
Maintenance Landscape Right of Way Areas in North Overton PID
Extra Work Pricing Sheet

1. **Seasonal Color Program Standards as per Section 1:**

   Hourly Labor Cost for Extra Work $ 25/MAN HR

2. **Planting Bed Maintenance Standards as per Section 2:**

   Hourly Labor Cost for Extra Work $ 25/MAN HR

3. **Turf and Hardscape Maintenance Standards as per Section 3 (based upon 29 cycles per year)**

   Per Cycle Cost for Extra Work Hardscape $ 1050.00 Turf $ 2100.00

4. **Litter Control and Debris Removal as per Section 1.4, 1.5, 2.3, 2.4, and 3.5:**

   Hourly Labor Cost for Extra Work $ 35/MAN HR

5. **Tree Maintenance Standards as per Section 4:**

   Cost Per Tree $ 19.98

   Hourly Labor Cost for Extra Work $ 45/MAN HR

6. **Irrigation Maintenance Standards as per Section 5:**

   Hourly Labor Cost for Extra Work $ 55/MAN HR

   Materials Cost, Percent Discount From Manufacturers List Price 10 %

7. **Curbside Receptacle Maintenance as per Section 6:**

   Cost Per Receptacle for Extra Work $ 600.00

8. **One-Time Planting Bed Modification as per Section 7:**

   Cost Per Square Foot $ 1.00

   Total One-Time Cost $ N/A

City of Lubbock, TX
RFP 14-11833-TS
III. Insurance

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE	AMOUNT
1. Worker's Compensation	Statutory
2. Commercial General Liability insurance including coverage for the following:	
a. General Aggregate b. Products-Comp/OP AGG c. Personal & Adv. Injury d. Contractual Liability	Combined single limit for bodily injury and property damage of $500,000 per occurrence or its equivalent.
3. Automobile Liability **Any Auto**	Combined single limit for bodily injury and property of $500,000 per occurrence or its equivalent.

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of

particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

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NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Regular City Council Meeting **6. 4.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11908 Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. (LAN) for engineering services for the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project – Design and Bidding.

Item Summary

The Canyon Lakes Sanitary Sewer Interceptor serves the north, northwest, and northeast sewer sheds of Lubbock and is comprised of approximately 43,000 feet of 24-inch and 30-inch vitrified clay and ductile iron gravity pipe and 81 brick manholes. The gravity sewer pipeline has surpassed its design life and is in questionable condition due to hydrogen sulfide corrosion. The purpose of this project is to improve the reliability of the Canyon Lakes Sanitary Sewer Interceptor, to eliminate possible overflows and infiltration problems along the currently dilapidated sewer line.

On August 8, 2013, the City contracted with LAN for Condition Assessment Report (CAR) of the existing Canyon Lakes Interceptor. The preliminary CAR, completed in February 2014, consists of five technical memorandums; Condition Assessment, Flow Projections, Capacity Analysis Modeling, Project Constraints, and Rehabilitation Methods.

Based on the analysis and findings of the CAR, the recommended improvements to rehabilitate the Canyon Lakes Interceptor and convey design flows for ultimate conditions include the following:
• Rehabilitation or replacement of 12,400 linear feet of 24-inch and 30-inch metallic pipeline.
• Trenchless repair of 10 separate vitrified clay pipe segments.
• Joint repair to eliminate inflow/infiltration.
• Rehabilitation of 81 existing manholes.
• Insertion of up to 30 new manholes to comply with State rules for manhole spacing and changes in direction.
• Clean and CCTV entire Interceptor following construction.

Contract negotiations for the engineering associated with this work were conducted with LAN. A contract with fair and reasonable hourly rates was agreed upon for a total amount not to exceed $836,100.

The scope of work includes Preliminary Engineering, Preliminary Design, Final Design, Surveying, Geotechnical Investigation, Archeological Investigation/Permitting, Environmental Investigation/Permitting and Bid Phase Services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$1,500,000 is appropriated in Capital Improvement Project 92318 Canyon Lakes Sanitary Sewer Mains Rehabilitation, with $836,100 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Contract - Lockwood, Andrews & Newnam

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 engineering services related to the 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., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/RES.PSC-Lockwood Andrews & Newnam, Inc.
May 16, 2014

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2014 (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 Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project – Design and Bidding (the "Activities" or Project); and

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to the 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 660 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 his 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 10 based on hourly and unit rates, not to exceed $761,100, per Exhibit "B". Services for Tasks 11, 12 and 13 include Optional Services and will not be performed without written authorization from the CITY, not to exceed $75,000. Total not to exceed for this Contract (Tasks 1 through 13) is $836,100.

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 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 Contract, 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, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold CITY harmless from all liability or loss caused to CITY or to which CITY is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation – Design and Bidding, 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. Construction phase assistance will be performed in future phases of the project.

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:

Per Occurrence Single Limit:	$1,000,000
General Aggregate Limit:	$2,000,000

Professional Liability:

Combined Single Limit:	$1,000,000

Automobile Liability:

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

ENGINEER shall further cause any approved subcontractor or 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. 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.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained on a claims-made basis, at Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in the Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "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: John Turpin, P.E.
P. O. Box 2000
Lubbock, Texas 79408
1625 13th Street
Lubbock, Texas 79401
Telephone: (806) 775 – 2342
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:

_____

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

_____

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

APPROVED AS TO FORM:

_____

Chad Weaver, City Attorney

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: _____

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 - Design & Bidding

The purpose of this Agreement is as follows:

The scope of work contained herein is for engineering services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation improvements. This project consists of preliminary engineering, design, and bid phase services for the following improvements based on the Condition Assessment completed in March 2014:

- 12,400 LF of 24" to 30" pipeline rehabilitation or replacement for 18 different buried and aerial pipeline segments on both the Canyon Lakes Interceptor and Downtown Lines 1 and 2 Interceptor. Assumed six of the buried segments under TXDOT roads and/or railroads will be parallel replacement via auger boring.
- Ten (10) separate vitrified clay pipe (VCP) point repairs using trenchless methods.
- Joint repair to eliminate infiltration.
- Rehabilitation of 81 existing manholes on Canyon Lake Interceptor
- Replacement and/or addition of 30 new manholes on the existing interceptor (not field located) to maintain length between manholes of 800 LF and/or less and install parallel pipe sections.
- Potential additional pipeline rehabilitation resulting from additional cleaning and CCTV by construction contractor for approximately 11,000 LF of uninspected pipe during Condition Assessment Phase.
- Construction contract to clean and CCTV entire CLI following construction consisting of approximately 43,600 LF of 24" and 30" pipeline.

Improvements will be separated into three separate bid packages to accommodate the following construction phasing:

Bid Package 1 - From SEWRP to Parkway
Bid Package 2 - From Parkway to MH79
Bid Package 3 – Downtown 1 and Downtown 2

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

BASIC ENGINEERING SERVICES

Task 1: Project Management & Coordination

1.1. Prepare Project Work Plan.
1.2. Kickoff Meeting with CITY.
1.3. Conduct monthly status calls with CITY.
1.4. Internal coordination meeting and overall project management.
1.5. Meetings with CITY – assumed 2 in addition to kickoff meeting and planned workshops.
1.6. Project Invoicing.

Task 2: Preliminary Engineering (30%)

Perform preliminary engineering analysis to define project for design and construction. Includes preliminary engineering analysis, report, and schematic (30% drawings) initially for Bid Package 1 initially followed by supplemental evaluation and deliverables for Bid Packages 2 & 3. Services include:

2.1. Alternatives Evaluation

a. Utility Conflict, Property Research & Preliminary Stakeholder Investigation - Review existing applicable data, criteria, standards and regulations pertinent to the work described herein, including reviewing compliance with Parks, TxDOT, USACE, railroads, and THC. Attend up to three (3) stakeholder meetings with property owners, parks dept., and/or agency stakeholders as required.
b. Alternative Construction Methods - Evaluate construction method options based on open-cut and trenchless rehabilitation methods discussed in the Condition Assessment Report for:

    i. Buried metal pipeline segments – up to three cleaning / rehabilitation methods
    ii. Aerial pipeline segments – up to three replacement and rehabilitation methods. Includes conducting one (1) site visit to do detailed inspection of existing pipe supports to estimate remaining useful life.
    iii. Pipeline point repairs – up to three trenchless repair methods
    iv. Existing manhole rehabilitation – up to three rehabilitation methods.
    v. New Manhole replacement

    Includes up to two (2) field visits to evaluate alignment, lay down areas, constraints, etc.

c. Develop data for evaluation matrix for pipe and manhole rehabilitation, including items such as Opinion of probable construction cost, applicability of rehabilitation technology to existing pipe and manhole conditions, bypass pumping requirements, useful life of aerial supports, environmental impact, vegetation/Tree impacts, permit requirements, easement requirements for parallel alignments, utility conflicts, traffic impacts, hydraulics, topography, community impacts, access.

Conduct workshop to discuss the rehabilitation method / replacement selection process including weighing factors and scoping of the options. The evaluation matrix will be populated and analyzed with findings, pros and cons, and documented recommendations based on workshop with CITY.

d. Prepare five (5) copies of draft Improvement Alternatives Technical Memorandum to City for review and comment. Meet with City to receive final comments and prepare five copies of final TM to be included as appendix in Preliminary Engineering Report.

2.2. Implementation Plan

Develop Implementation Plan document based on approved final recommendations from Alternatives Evaluation, which will include the following recommendations:

a. Summary of Recommendations
b. Construction Phasing - Based on proposed rehabilitation recommendations, determine phasing plan based on bypass pumping requirements, construction through park areas, wetlands, Joy Land Amusement Park and other facilities, constructability, and funding. Develop a single map showing recommended construction phasing of improvements.
c. Design Requirements including:

   i. Archeological permitting requirements and additional investigation/testing recommendations based on desktop assessment in Condition Assessment (CA) phase. No additional field work anticipated in this phase.
   ii. Environmental permitting requirements and additional investigation/testing recommendations based on desktop assessment in CA phase. No additional field work anticipated in this phase.
   iii. Jurisdictional permitting requirements including TXDOT, railroad, and/or City
   iv. Survey requirements
   v. Easement Requirements

d. Project Schedule
e. Conceptual Opinion of Probable Construction Cost by Phase.

2.3. Conceptual Design Documents (30%)

Develop conceptual drawings for improvements using existing aerial and contours including:

a. Buried metal pipeline rehabilitation and access (plan only)
b. Aerial pipeline segments rehabilitation or replacement and access (plan only)
c. Pipeline point repairs (plan only)
d. Existing manhole rehabilitation (standard detail & rehabilitation requirements)
e. New Manhole replacement (plan sheets & standard detail)
f. Diversion and Bypass pumping requirements including setup locations and routing alternatives

2.4. Preliminary Engineering Report
Prepare five (5) copies of the draft Preliminary Engineering Report (PER) to City documenting above. Participate in two (2) Technical Review Meetings (Bid Packages 1 & 2/3) with City to receive comments. Revise Preliminary Engineering Report per City comments and submit five (5) copies of Final PER.

2.5. Presentation to City Water Advisory Committee.

Deliverables:

a. Bid Package 1

i. Technical Memorandum – Improvement Alternatives & Recommendation (Five (5) copies) Conceptual Design Documents (30%) (Five (5) copies)
ii. Draft Preliminary Engineering Report (Five (5) copies)
iii. Final Preliminary Engineering Report (Five (5) copies)

b. Bid Packages 2 & 3

i. Technical Memorandum – Improvement Alternatives & Recommendation (Five (5) copies)
ii. Conceptual Design Documents (30%) (Five (5) copies)
iii. Draft Preliminary Engineering Report Supplement (Five (5) copies)
iv. Final Preliminary Engineering Report Supplement (Five (5) copies)

Task 3: Preliminary Design (60%)

Prepare Preliminary Design Documents up to three (3) separate bid packages as described herein. The exact improvements included will be determined in the Preliminary Engineering Phase but for purposes of scoping design phase services, the following specific improvements were assumed:

- Approximately 10,800LF of pipeline rehabilitation on 18 full-length (MH to MH) segments of buried metal pipe using cured-in-place pipe (CIPP), pipe bursting, or auger boring (for parallel replacement), on the Canyon Lakes Interceptor (CLI).
- Replacement of three (3) aerial pipeline segments and supports on the CLI. Approximate length is 850 LF (aerial portion only).
- Replacement of seven (7) segments of aerial pipeline segments and supports on the Downtown 1 (DT-1) and 2 (DT-2) Interceptors. Approximate length is 750 LF (aerial portion only).
- Ten (10) separate pipeline point repairs using trenchless methods on CLI.
- Repair of joints to eliminate infiltration.
- Rehabilitation of 81 existing manholes on CLI.
- Replacement and/or addition of 30 new manholes on CLI.
- Specification to clean and CCTV entire CLI following construction of Bid Package 2 - approximately 43,600 LF.

3.1. Preliminary Design Documents. Upon approval of Conceptual Design Documents, prepare up to three (3) separate Preliminary Design packages including the following:

a. Cover Sheet, Overall Layout, and General Notes
b. Plan and profile sheets for both pipeline rehabilitation sections, point repairs segments, and replacements segments
c. Structural sheets for aerial crossing supports including General Notes, Typical Concrete Saddle and Concrete Bent Details, Typical Shallow Spread Footing and Drilled Pier Details, and Typical Bent Details
d. Special detail sheets for manhole rehabilitation, manhole replacement and new manholes on the existing interceptor
e. Standard detail sheets
f. Erosion control plans and standard erosion details
g. Access Plan (only as required)
h. Limited traffic control plan and standard details

Includes one (1) site visit.

3.2. Specifications - Prepare and submit five (5) copies of the table of contents for the anticipated project manual along with draft version(s) of any anticipated special specifications for review by the CITY. The CITY's front end and technical specifications will be used. The ENGINEER shall supplement the technical specifications, if required.

3.3. Opinion of Probable Construction Cost - Prepare an Opinion of Probable Construction Cost and submit with Preliminary Design Documents. ENGINEER has no control over construction pricing and makes no warranty or guarantee of accuracy in opinions of probable construction cost offered.

3.4. Conduct two (2) Plan Review Meetings (Bid Packages 1 & 2/3) with City to receive comments on Preliminary Design Documents.

Deliverables:

a. Preliminary Design Drawings (five (5) half size) for each bid package
b. Preliminary specifications (five (5) sets) for each bid package
c. Opinion of probable construction cost estimate for each bid package.

Task 4: Final Design (90 & 100%)

Upon approval of Preliminary Design Documents, prepare up to three (3) separate FINAL Bid Packages including the following:

4.1. Draft Design Documents (90%). Prepare and submit one (1) full size and four (4) half size Draft Final plans (90%) and five (5) sets of specifications for CITY review.

4.2. Final Design Documents (100%). Following a 90% design document review meeting with the CITY, prepare and submit five (5) sets of Final Design Documents (100%) to the CITY. Submittal

shall include two (2) 22" x 34" plan sets, three (3) 11" x 17" plan sets and an electronic pdf set, including specifications. Each plan sheet shall be sealed, dated, and signed by the ENGINEER registered in State of Texas.

4.3. Prepare and submit a final design Opinion of Probable Construction Cost with both the 90% and 100% design packages. This estimate shall use standard CITY bid items, if available.

4.4. Conduct two (2) Plan Review Meetings (Bid Packages 1 & 2/3) with City after 90% submittal to receive comments on 90% Final Design Documents

Deliverables:

a. 90% Construction Documents (five (5)half size) – 3 Bid packages
b. 100% Construction Documents (two (2) full size, three (3) half size) – 3 Bid/packages
c. Opinion of probable construction cost estimate for each Bid Package – 90% & 100%.

Task 5: Surveying

5.1. Topographic survey. Includes cross sections along the existing sewer line as indicated by LAN extending 100' beyond the end points of each length of underground pipe (approximately 2,500 LF), for a 50'-wide swath along the pipe. For aerial crossing pipes (approximately 1,600 LF), extending 100' beyond the end points of the pipe, for a 100'-wide swath along the pipe.

Horizontal datum will be relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0; Vertical datum will be relative to NAVD88 (Geoid 12A)

5.2 Easement Survey & Documents – Includes monumented easement corridors as specified by LAN (approximately 10 locations/easements).

Deliverables

a. Electronic drawing in AutoCAD compatible with Version 2013 showing elevation points, visible improvements and visible utilities within the cross section corridor utilizing layer template provided by LAN
b. A comma delimited ASCII text file of all points obtained in the following format: POINT #, Northing, Easting, Elevation, Description
c. Hard copy signed/sealed plat(s) of cross section surveys
d. Signed/sealed plats and descriptions of the easements. One (1) PDF file and three (3) prints of each drawing.
e. Separate metes and bounds descriptions of easement surveys for COL Exhibit attachment

Task 6: Geotechnical Investigation (CMT Engineering)

Perform geotechnical investigation to explore subsurface soil and/or rock conditions at the site to provide geotechnical recommendations for foundations of ten (10) aerial crossing supports and new manholes. Services shall include the following:

6.1. Field Exploration – Up to twenty six (26) borings will be drilled with a truck mounted drill rig and support vehicle. The borings will extend to depths of twenty five (25) and thirty (30) feet below ground surface. The relative density/consistency of the soil will be determined in general accordance with the use of the Standard Penetration Test (SPT) (ASTM D 1586) and/or Shelby tube (ASTM D 1587).Prepare tabulation of bids, and prepare a letter summarizing the bids to the CITY for award of contract.

6.2. Laboratory Testing - The engineering properties of the soil and/or rock will be evaluated in the laboratory using tests performed on selected representative samples. The samples will be visually examined and classified. Representative samples will be selected for classification, strength, and swell and/or compressibility testing. Considering the nature of the project, we recommend the following tests be performed:

1. Moisture content and/or dry unit weight;
2. Liquid and plastic limit (Plasticity Index-PI);
3. Percent passing a No. 200 sieves;
4. Grain size distribution tests of material passing No. 200 sieve

6.3. Geotechnical Engineering Analysis & Report - The field and laboratory data will be analyzed to develop geotechnical recommendations. An engineering report will be prepared to include the following:

1. Plan of borings, boring logs, and groundwater conditions at the boring locations;
2. Laboratory test results;
3. General soil and discussion of the site geology;
4. Evaluation of the swell characteristics of the soils;
5. Design recommendations for:
   - Foundation type, depth, and allowable loading for the pipe supports and manholes;
   - Lateral load resistance design parameters (LPILE Parameters) for drilled shaft foundations
   - Foundation construction considerations;
   - Earthwork;
   - Seismic geotechnical criteria per International Building Code (IBC 2009).

Task 7: Archeological Investigation & Permitting (aci consulting)

Archeological Investigation and permitting will be performed based on actual improvement recommendations. Assumed scope to be performed for this Project includes the following:

7.1. Texas Antiquities Code Investigation Permit Application - Coordinate with the THC to facilitate the approval of an investigation permit which is required prior to site investigations. This effort includes the requisite research design in accordance with the level of effort agreed upon by THC. Details from the 2013 Desktop Constraint Analysis and proposed impacts will be presented in a coordination meeting with the THC where a survey approach will be discussed and negotiated. The investigation permit application will be provided to the client for review and comment prior to signature by the City of Lubbock as the project sponsor. This Task will benefit heavily from the desktop constraints analysis completed and will not require duplication.

7.2. Archeological Fieldwork - The field work will be performed by the aci consulting personnel from Lubbock. Pedestrian survey, supplemental shovel testing, and backhoe trenching of the Area of Potential Effects (APE), consisting of 27 locations along the existing alignment, will be conducted in accordance to the agreed upon survey methods and standards established by the THC. This task includes standard recording of any newly discovered archeological resources and delineation of those resources in the APE as well as any necessary assessments and recommendations for new or previously recorded sites. According to the soils data in the APE, backhoe trenching will be necessary to determine whether intact buried cultural deposits are present in the deep sediments in the areas of impact. This cost includes the labor of archeological field personnel and a backhoe operator for 9 field days.

7.3. Data Analysis, Report Preparation, and Curation - This task will involve the assessment of the data collected from the field work, the formulation of NRHP or SAL site recommendations, the recommendations of any further evaluations, if necessary, and the production of a draft report submitted to the THC for approval and concurrence in order that the rehabilitation project may proceed. Much of the background and literature review will not have to be duplicated and will draw from the previous Desktop Constraints Analysis. A draft report will be submitted to the client prior to submittal to THC. Draft and final versions of the report will be submitted to the THC as part of the deliverables. Following THC requirements, all field documents will also be curated for submittal to the Texas Archeological Research Laboratory (TARL) as is required by the Texas Antiquities permit. In order to minimize the lab and curation costs, aci consulting will propose the work as a non-collection survey. This will minimize cost because no artifacts will be collected as part of this effort and therefore, will not require curation.

Task 8: Environmental Investigation & Permitting (T. Baker Smith)

Section 404 of the Clean Water Act (CWA) regulates discharge of dredged/fill material into waters of the US. Any activities within that scope of the 404 permit are regulated with regards to any impacts to waters of the US within the project area. TBS will assess the areas within the project site for wetlands (approximately seven to eight areas), and prepare a report detailing the soils, vegetation, and hydrology of the various areas where there will be aerial crossings and potential impacts to Waters of the US. If required, TBS will complete the 404 Permit once the plat(s) of the project areas are completed and submit the 404 Permit on behalf of LAN/Lubbock to the Corps of Engineers. It is assumed that a General Permit can be utilized for this project. If impact of aerial crossings is small enough, 404 Permitting will not be required.

Task 9: Jurisdictional Permitting

ENGINEER will acquire all jurisdictional permits required associated with rehabilitation and/or replacement of existing sewers under TXDOT and railroad right-of-way. Anticipated six (6) total permits required. Bid Phase Services - Bid Packages 1 & 2

Task 10: Bid Phase Services – Bid Packages 1 & 2/3

ENGINEER will provide support for two separate bid events associated with Bid Package 1 and 2/3 of the project. Services for each bid will include:

10.1. The ENGINEER shall provide plans, specifications and Notice to Bidders in .PDF format to the CITY's third party bidding service.
10.2. Issue addenda as required.
10.3. Receive and answer bidders' questions and requests for additional information. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of an addendum. The ENGINEER shall create and issue one addendum to all plan holders.
10.4. Prepare for, attend and conduct a Pre-Bid meeting.
10.5. Attend the bid opening in support of the CITY.
10.6. If the RFP process is used, assist the CITY in evaluating and ranking the submitted proposals.
10.7. Prepare tabulation of bids, and prepare a letter summarizing the bids to the CITY for award of contract.
10.8. Prepare ten (10) sets of the contract documents for execution by the Contractor, receive and review such documents for completeness, and forward to the CITY for review and execution.

OPTIONAL ENGINEERING SERVICES

CITY and ENGINEER agree that the following services are beyond the Basic Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon written request of the CITY. Any additional amounts paid to the ENGINEER as a result of any material change to the scope of the PROJECT shall be agreed upon in writing by both parties before the services are performed. These additional services may include the following:

Task 11: Land Acquisition

Acquire temporary and/or permanent easements for non-City owned properties. Provide services necessary to acquire rights-of-way in a form acceptable to the Client. Services will be provided in accordance with HB 1495 – The Land Owner's Bill of Rights. Major tasks for land acquisition services and rights-of-way may include appraisals, property cost and pricing, document preparation, title information, negotiation, title review for oil and gas leases and severed mineral rights, and/or closing procedures.

Task 12: Specialized Trenchless Design

Basic Services includes design for rehabilitation of existing metal buried pipes and replacement of aerial crossings. In the event that existing pipe cannot be rehabilitated under existing road, railroads, or other major crossings, additional design will be required for trenchless design of for a new pipe. The exact limits and scope of these services will be determined during the Preliminary Engineering Phase. ENGINEER will not proceed with additional trenchless design until a specific scope of work for such services is approved by the City.

Task 13: Bypass Pumping Design

Basic Services includes the feasibility evaluation and developing design criteria for bypass pumping for both the rehabilitation segments and replacement aerials, as well as identified bypass pumping

requirements on a performance basis. In the event that bypass pumping design is required to specify piping routing, pump design, additional easements, and/or additional permitting for bypass pumping, these services shall be performed as Optional Services once approved by CITY.

ASSUMPTIONS AND EXCLUSIONS

Services not included in the Basic or Optional Services described herein include:

a. Construction phase services including resident project representative.
b. Right-of-entry.
c. Easement acquisition associated with City-owned properties. City to acquire these easements and executed necessary documents.
d. Condemnation services.
e. Site access design associated with construction including roadway, grading, and drainage design.
f. Flow and rainfall monitoring.
g. Fees for all permits to be paid directly by City.

SCHEDULE

ENGINEER is prepared to complete the Design and Bid Phase portion of the project discussed herein in accordance with the attached schedule. The anticipated project duration is twenty-two (22) months.

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 – Design & Bidding

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

BUDGET		
Task No.	**Task Name**	**Budget Amount**
Basic Services		
1	Project Management & Coordination	$62,285
2	Preliminary Engineering (30%)	$173,365
3	Preliminary Design (60%)	$145,800
4	Final Design	$162,325
5	Surveying	$40,563
6	Geotechnical Investigation	$50,820
7	Archeological Investigation/Permitting	$36,091
8	Environmental Investigation/Permitting	$33,361
9	Jurisdictional Permitting	$17,200
10	Bid Phase Services (2 separate bids)	$39,290
TOTAL BASIC SERVICES (NOT TO EXCEED)		**$761,100**
Optional Services		
11	Land Acquisition	$75,000
12	Specialized Trenchless Design	
13	By-pass Pumping Design	
TOTAL SERVICES (BASIC + OPTIONAL, NOT TO EXCEED)		**$836,100**

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 $836,100, 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 Project Manager.

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	$185
Project Manager	E6	$160
Project Engineer	E4	$138
Graduate Engineer	E1-E3	$115
Senior Designer	C3-C4	$115
Senior Admin Staff	A4	$85
Admin Staff	A1-A3	$70
Intern	I1	$55

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

Exhibit B (Detail)
Canyon Lakes Sewer Rehab
DRAFT Budget Worksheet
Design & Bid Phase
4/30/2014

Item No.	Description	Hours by Category: Princ. / Tech Adv.	Sr. Project Manager	Sr. Civil Engineer	Project Engineer	Grad Engineer	Senior Designer	Sr. Admin	Fee: Expenses	Total Fee
BASIC SERVICES										
	Task 1: Project Management & Coordination									
1.1	Prepare Project Work Plan		6		6			6		$ 2,820
1.2	Kickoff Meeting with City		10	8	8			2	1600	$ 6,830
1.3	Monthly Status Calls		19	8	19	8		4		$ 10,015
1.4	Internal Coordination/Tracking	4	35	35	35	10	8	4		$ 23,410
1.5	Meetings with City (assume 2 in addition to kickoff and workshops)		16	16	16			4	3200	$ 12,660
1.6	Project Invoicing		16					30		$ 6,550
	Subtotal Task 1:	4	102	67	84	18	8	50	$ 4,800	$ 62,285
	Task 2: Preliminary Engineering (30%)									
2.1	Alternative Evaluation	14	70	82	143	133	80	8	5250	$ 85,585
2.2	Implementation Plan	4	10	8	6	2				$ 6,110
2.3	Conceptual Design Documents (30%)		30	45	45	88	92	4		$ 42,500
2.4	Preliminary Engineering Report & 2 Tech Review Meetings	15	28	30	45	45		14	3000	$ 31,890
2.5	Presentation to City Water Advisory Committee		16	8			4	4	1000	$ 7,280
	Subtotal of Task 2:	33	154	173	239	268	176	30	$ 9,250	$ 173,365
	Task 3: Preliminary Design (60%)									
3.1	Preliminary Design Drawings	12	45	75	130	225	350			$ 110,975
3.2	Specifications	3	6	16	28	30		16		$ 13,725
3.3	Opinion of Probable Construction Cost	4	8	12	16	8		2		$ 8,530
3.4	Conduct Plan Review Meetings with City		16	20	20			2	2000	$ 12,570
	Subtotal of Task 3:	19	75	123	194	263	350	20	$ 2,000	$ 145,800
	Task 4: Final Design (90% & 100%)									
4.1	Draft Design Documents (90%)	16	30	55	95	165	300	4		$ 87,890
4.2	Final Design Documents (100%)	10	20	40	70	85	165	4		$ 53,265
4.3	Draft and Final Design Opinion of Probable Const.Cost	4	4	4	16	16		4		$ 7,100
4.4	Conduct Plan Review Meeting with City		16	20	20			2	3500	$ 14,070
	Subtotal Task 4:	30	70	119	201	266	465	14	$ 3,500	$ 162,325
	Task 5: Surveying									$ 40,563
	Task 6: Geotechnical Investigation									$ 50,820
	Task 7: Archeological Investigation/Permitting									$ 36,091
	Task 8: Environmental Investigation/Permitting									$ 33,361
	Task 9:Jurisdictional Permitting		4		12	120	12			$ 17,200
	Task 10: Bid Phase Services (Contract 1 & 2)									
10.1	Bid Documents	4	8		8	4	8	8		$ 6,220
10.2	Addenda	4	8		12	8	8	4		$ 6,860
10.3	Answer Bidder's Questions, Addendum		4	4	6	12	4			$ 4,330
10.4	Pre-Bid Meeting		2	16					1200	$ 4,660
10.5	Bid Opening		2	16					1200	$ 4,660
10.6	Evaluating and Ranking Proposals		4		8	8				$ 2,960
10.7	Tabulate Bids		2		4	10				$ 2,140
10.8	Prepare Contract Documents		8		12	8	8	24		$ 7,460
	Subtotal Task 10:	8	38	36	50	50	28	36	$ 2,400	$ 39,290
	TOTAL BASIC SERVICES	94	439	518	768	865	1027	150	$ 21,950	$ 761,100

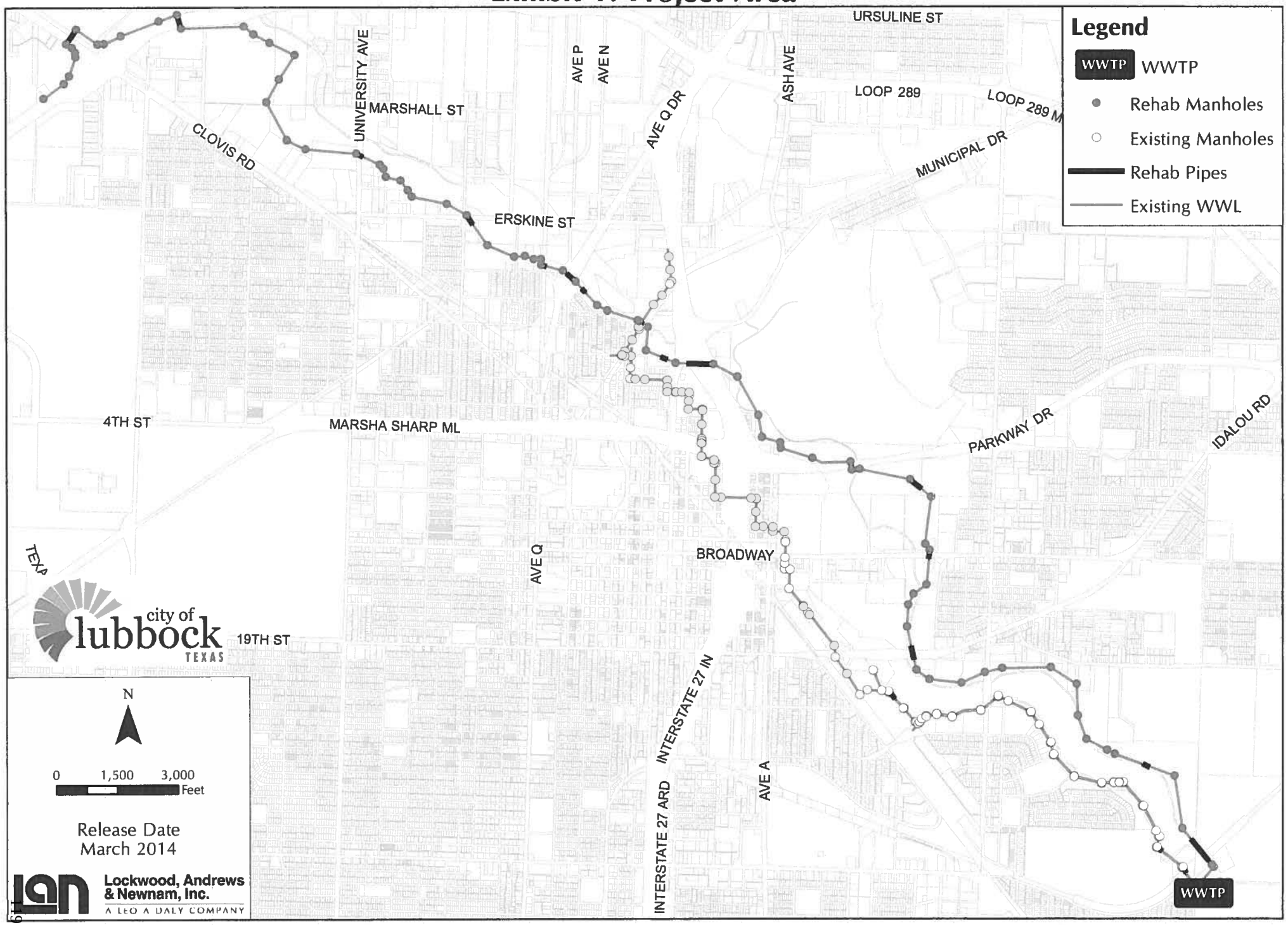
TOTAL FEE (BASIC SERVICES): $ 761,100

	OPTIONAL SERVICES									
Task 11	Land Acquisition								$2,000	$75,000
Task 12	Specialized trenchless design (tunneling/microtunneling)									
Task 13	By-pass pumping design									

Staff Level	Rate
Princ. / Tech Adv.	$ 275
Sr. Project Manager	$ 250
Sr. Civil Engineer	$ 185
Project Engineer	$ 135
Grad Engineer	$ 110
Senior Designer	$ 115
Sr. Admin	$ 85
Intern	$ 55

TOTAL FEE (WITH OPTIONAL SERVICES): $ 836,100

Exhibit 1: Project Area



Lockwood, Andrews & Newnam Inc. makes no representations or warranties regarding accuracy or completeness of the information depicted on this map or the data from which it was produced.
This map is NOT suitable for survey purposes and does not purport to depict or establish boundaries between land owners or locations of utility infrastructure where survey data is available and field locations have been established.

City of Lubbock, TX
Capital Project
June 12, 2014

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

		Budget
Encumbered/Expended		
City of Lubbock staff time	$	8,634
Lockwood, Andrews, and Newman, Inc.		495,208
Agenda Item June 12, 2014		
Lockwood, Andrews, and Newman, Inc. - final design		836,100
Encumbered/Expended To Date		1,339,942
Estimated Costs for Remaining Appropriation		
Construction		160,058
Remaining Appropriation		160,058
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 **6. 5.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Public Works Wastewater: Consider a resolution authorizing the Mayor to execute contract 11894 for water and wastewater treatment chemicals with SNF Polydyne.

Item Summary

This contract establishes annual pricing for dry polymer (Clarifloc CE-926) used for sludge de-watering in the wastewater treatment process at the Southeast Water Reclamation Plant.

Dry polymer usage in the solids handling facility is necessary to meet the Texas Commission on Environmental Quality (TCEQ) testing requirements. The City's Wastewater Discharge Permit requires the de-watered sludge to pass tests approved by the TCEQ in order to dispose of the sludge at the West Texas Regional Disposal Facility.

The contract is awarded by unit price. The total amount of the award is estimated at $158,580. Actual expenditures may be more or less depending on need. The dry polymer is packaged in 55 pound bags with a unit price $1.60 per pound. The State contract term for Water and Wastewater Treatment Chemicals Contract 885-M1, is from September 1, 2012 through August 31, 2014 with three one-year renewal options remaining.

The contract is available through the Texas Procurement and Support Services (TPASS) Contract 885-M1. The Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts is the unit of state government charged with the responsibility for the establishing of contracts, leases, purchase orders or other agreements for the procurement of commodities (supplies, materials and equipment) and services for other agencies of the state, and for overseeing statewide contracts. Texas Local Government Code Sections 271.082 and 271.083 allow local governments to participate in the TPASS cooperative purchasing program.

Staff recommends the purchase order contract to be awarded to SNF Polydyne Inc., Riceboro, GA.

Fiscal Impact

Funding is available in the FY 2013-2014 Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - SNF Polydyne

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. 11894 for water and wastewater treatment chemicals, per the Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts (CPA) 885-M1, by and between the City of Lubbock and SNF Polydyne, of Riceboro, Georgia, 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., Director of Public Works

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-SNF Polydyne
May 12, 2014

CITY OF LUBBOCK
TPASS - Comptroller of Public Accounts (CPA) 885-M1

Entity :	SNF Polydyne	Date:	05/22/2014
Effective Date:	06/12/2014	Effective upon award through	August 31, 2014

Information for Vendor/Contractor and Originating Department:

Contractor/Vendor:	Lawrence D. Grizzle	Phone:	912-880-2078
Title:	Business Manager	Fax or Email	www.polydyneinc.com
Department:	Water Reclamation	Phone:	806-775-3234
Contact Name:	Kyle McCoy	Title:	Shift Leader

Local Government Participation - Texas Local Government Code 271.082 & 271/083:

The Texas Procurement and Support Services (TPASS) division of the Texas Comptroller of Public Accounts is the unit of state government charged with the responsibility for the establishing of contracts, leases, purchase orders or other agreements for the procurement of commodities (supplies, materials and equipment) and services for other agencies of the state, and for overseeing statewide contracts. Texas Local Government Code Sections 271.082 and 271.083 allow local governments to participate in the TPASS cooperative purchasing program.

Description of Product:

CLARIFLOC CE-926 is packaged in 55 lbs bags with unit price $1.66/lbs. The contract will be utilized on an as as-needed. As stated in Exhibit A, hereto attached.

Contract Term:

September 1, 2012 thru August 31, 2014. The contract has three one-year renewals options.

ACCEPTED BY CITY OF LUBBOCK AND CONTRACTOR:

GLEN C. ROBERTSON, MAYOR

SNF POLYDYNE
P.O. Box 279
Riceboro, GA 31323
Lawrence D. Grizzle
Business Manager

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Aubrey A. Spear, PE
Director of Water Resources

APPROVED AS TO FORM:

Assistant City Attorney

Q:\Purchase Contracts\coversheet Scanned\PiggyBack Contract Notice

SNF POLYDYNE

Contract 11894
Exhibit A

Emailed to: MAlvarez@mail.ci.lubbock.tx.us

April 21, 2014

Ms. Marta Alvarez
City of Lubbock
3603 Guava Ave
Lubbock, TX 79404

RE: Polymer Price Quotation

Dear Ms. Alvarez:

Polydyne Inc. appreciates your interest in purchasing from the State of Texas Water and Wastewater Treatment Chemicals Contract No. 885-M1. The term of this contract will be effective upon award through August 31, 2014. Three one-year renewal options remain. The City of Lubbock's product and price for this period will be as follows:

PRODUCT	PACKAGE	Unit Price
CLARIFLOC® CE-926*	55 LB. BAGS	$1.66/LB. *includes 5% discount from list price

*Clarifloc CE-926 and C-3277, as shown on the Price List, are equivalent.

Payment Terms: Net 30 days – No Discounts

If you have any questions, feel free to contact Rick Johnson, Sr. Technical Sales Representative at (281) 630-4591. To place an order, please call our Customer Service Department at (800) 848-7659.

Sincerely,

Lawrence D. Grizzle
Business Manager

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

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0082 abandoning and closing a five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206, Orchard Park Addition, Lubbock County, Texas, 11109 Miami Avenue.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a five-foot wide public access easement and a two-foot wide overhang easement located along the south side of Lot 206, Orchard Park Addition. The closure is located north of 113th Street and east of Miami Avenue. The easements are no longer needed due to the two lots being combined into one. All utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Orchard Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A FIVE-FOOT WIDE PUBLIC ACCESS EASEMENT AND A TWO-FOOT WIDE OVERHANG EASEMENT LOCATED ON LOT 206 ORCHARD PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

> A five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206 Orchard Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, file number 2012006825.

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

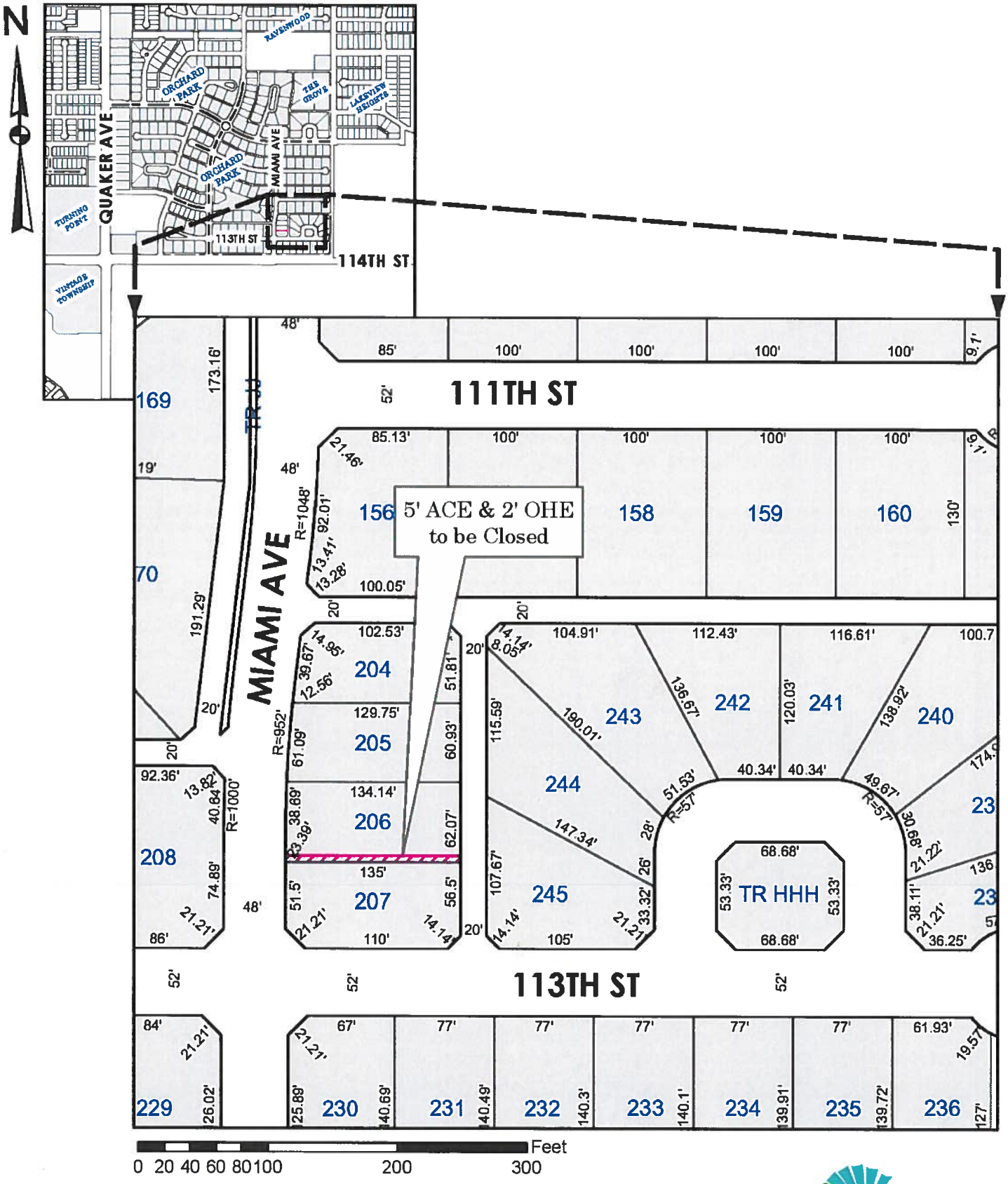
_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

A&C-Easements-Orchard Park.ord
5.07.14

Proposed Closing of 5' wide Access Easement and 2' wide Overhang Easement Located Along the South Lot Line of Lot 206, Orchard Park Addition



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Regular City Council Meeting **6. 7.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an Alley-Use-License to Caprock Business Forms, Inc., for a canopy located at 1211 Ave F, Lubbock, Texas.

Item Summary

The Alley-Use-License was issued to Caprock Business Forms, Inc. in April 14, 1994, for a canopy which crosses over the east-west alley just south of Broadway and west of Avenue E. Caprock Business Forms, Inc. desires to renew the license. The area to be covered is 12 feet by 15 feet and falls under the minimum alley-use-license fee of $100.00 per year. The license was issued for 20 years, payable every five years. The license fee for each five-year period is $500.00.

Fiscal Impact

$500.00 revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution & Alley Use License - Caprock Business Forms

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 Alley Use License to use portion of a dedicated alley for a canopy, by and between the City of Lubbock and Caprock Business Forms, Inc., 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 _____, 2014.

_____
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

Alley Use Lic- Caprock Business Forms Inc
4.8.14

ALLEY USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2014, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **CAPROCK BUSINESS FORMS, INC.,** 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 portions of dedicated alleys for a perimeter, to wit.

BEGINNIG at a point a distant of 82.00 feet West of the Southeast corner Lot 16, Block 137, Original town, an additional to the City of Lubbock, Lubbock County, Texas;

THENCE South 15.00 feet to a point;

THENCE West 12.00 feet to a point;

THENCE North 15.00 feet to a point;

THENCE East 12.00 feet to the PLACE OF BEGINNING;

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1211 Avenue F, Lubbock, TX 79401,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 ($500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy 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 the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

CITY OF LUBBOCK

By:_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2014.

Licensee: **CAPROCK BUSINESS FORMS, INC.**

Stephen K Hester
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 _____ day of _____, 2014.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stephen K. Hester, 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 **Caprock Business Forms, Inc.**

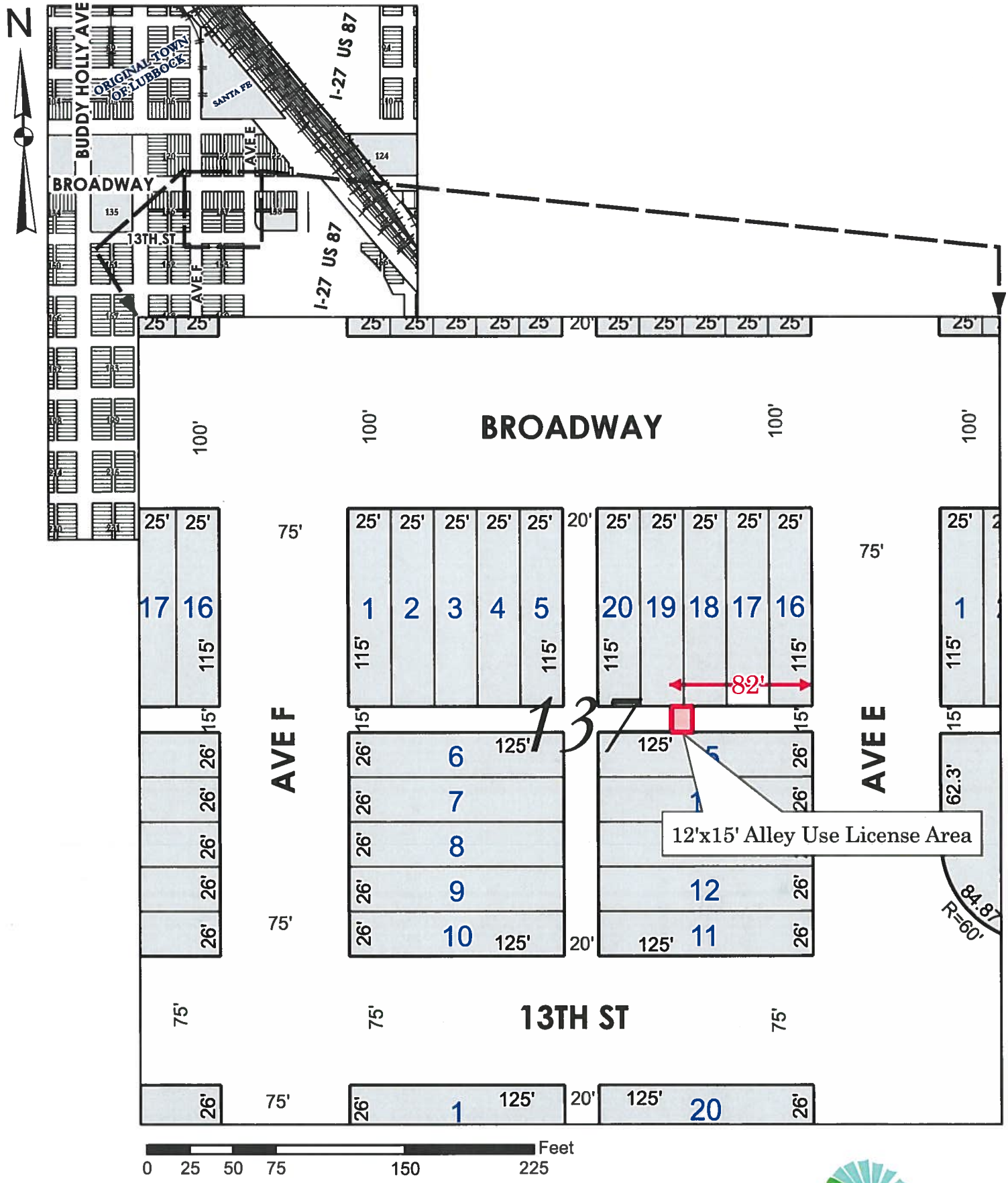
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of May, 2014.

Belen Gomez
Notary Public in and for the State of Texas
My Commission Expires: 10-10-2015



gs/Lic/Alley Use Lic- Caprock Business Forms, Inc.
5.8.14

Alley Use License Renewal
Located in Block 137, Original Town of Lubbock



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.

City of Lubbock TEXAS

Regular City Council Meeting **6. 8.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an Alley-Use-License to Solitaire Homes Inc., d/b/a Solitaire Homes of Lubbock., for a perimeter fence located at North University and Oberlin Street, Lubbock, Texas.

Item Summary

The Alley-Use-License was issued to Solitaire Homes Inc., d/b/a Solitaire Homes of Lubbock, in April 14, 1994, to use portions of dedicated alleys for a perimeter fencing located at North University Oberlin Street. Solitaire Homes Inc., desires to renew the license.

The yearly cost for this Alley-Use-License is $402.00. The license was issued for 20 years, payable every five years. The license fee for each five-year period is $2,012.00.

Fiscal Impact

$2,012.00 revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution & Alley Use License - Solitaire Homes

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 Alley Use License to use portions of dedicated alleys for perimeter fencing, by and between the City of Lubbock and Solitaire Homes, Inc., d/b/a Solitaire Homes of Lubbock, 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 _____, 2014.

_____
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

Res.Alley Use Lic-Solitaire Homes Inc
4.10.14

ALLEY USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2014, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **SOLITAIRE HOMES, INC., d/b/a SOLITAIRE HOMES OF LUBBOCK,** 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 portions of dedicated alleys for a perimeter, to wit.

Legal description for alley use license located in Burleson and Osborn Canyon Addition to the City of Lubbock, Lubbock County, Texas;

BEGINNIG at the Southwest corner of Lot 14, Burleson and Osborn Canyon Addition to the City of Lubbock, Lubbock County, Texas;

THENCE East 391.10 feet to a point;

THENCE Northeasterly 14.14 feet to a point;

THENCE North along the East lot line of Lot 15, 280.00 feet to a point;

THENCE East 20.00 feet;

THENCE South 600.00 feet;

THENCE West 20.00 feet to the Southeast corner of Lot 16;

THENCE North 280.00 feet to a point;

THENCE Northwesterly 14.14 feet to a point;

THENCE West 391.10 feet to a point, point being the Northwest corner of Lot 13;

THENCE North 20.00 feet 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 successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1611 N. University, Lubbock, TX 79415,** 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 TWO THOUSAND TWELVE AND 20/100 ($2,012.20) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5)

year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy 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 the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of $100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate

of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

CITY OF LUBBOCK

By:_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2014.

Licensee: **SOLITAIRE HOMES, INC., d/b/a Solitaire Homes of Lubbock**

By: _____
SECRETARY TREASURER

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Glen C. Robertson,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2014.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF OKLAHOMA §

COUNTY OF STEPHENS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MATTHEW K. LEITNER, 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 **Solitaire Homes, Inc., d/b/a/ Solitaire Homes of Lubbock.**

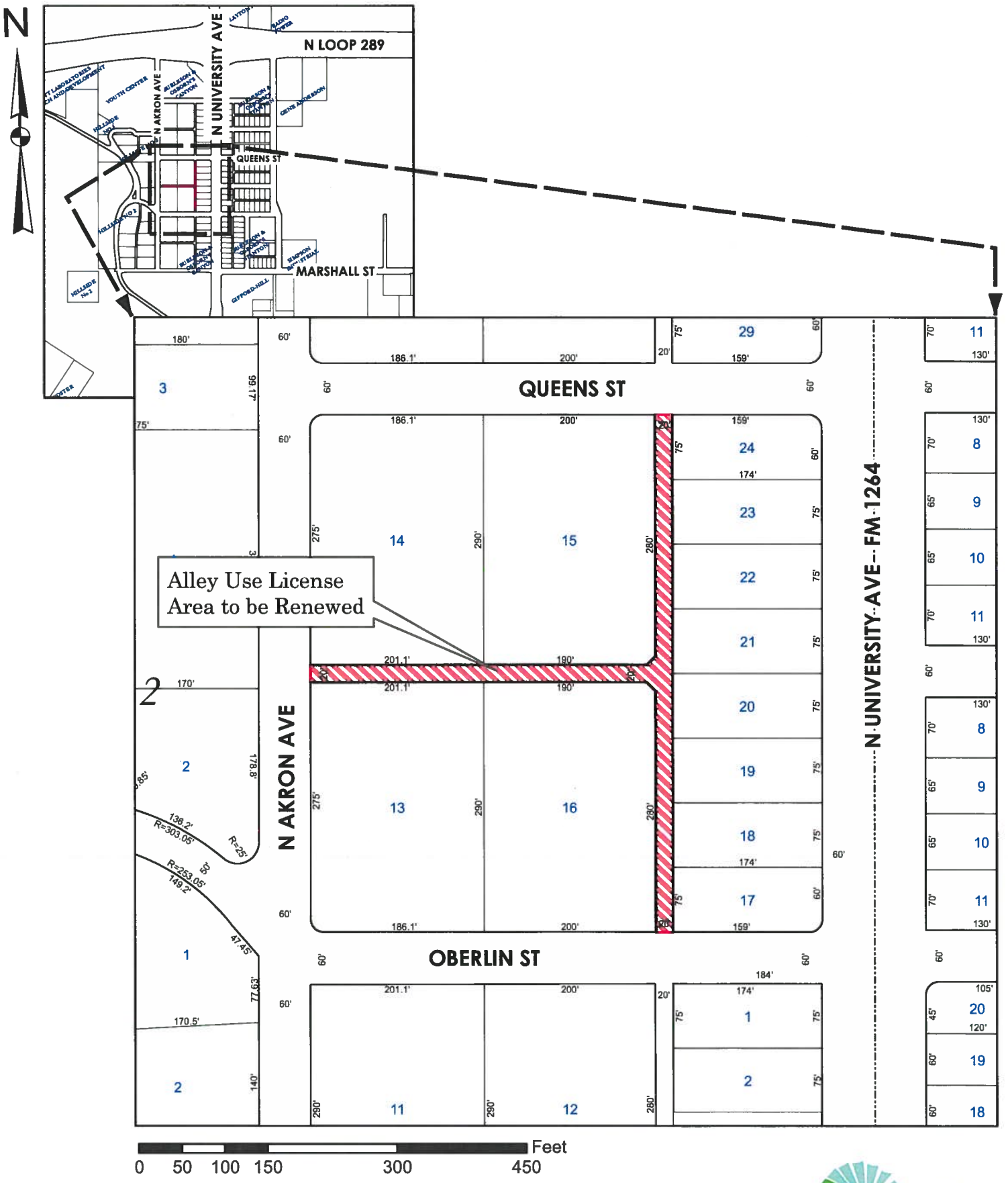
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of MAY, 2014.

JANIE HOLDEN NOTARY PUBLIC # 01015469 EXP. IN AND FOR STATE OF OKLAHOMA STEPHENS COUNTY

_____
Notary Public in and for the State of OKLAHOMA
My Commission Expires: 11-7-17

gs/Lic/Alley Use Lic-Solitaire Homes Inc
4.17.14

Alley Use License Located Adjacent to Lots 13-24, Burleson and Osborn Canyon Addition



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Regular City Council Meeting **6. 9.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Kelly Wayne Vinson and wife, Christy Dawn Vinson, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $845.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $845 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Deed - Vinson

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Pipeline and Public Use Dedication Deed as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 15, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Pipeline and Public Use Dedication Deed 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.

THAT the consideration for the Pipeline and Public Use Dedication Deed shall be $845.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Pipeline&PUD Deed-Vinson-Parcel 23
May 16, 2014

PIPELINE AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Kelly Wayne Vinson and wife, Christy Dawn Vinson, with street address of 1303 North County Road 1600, Lubbock, Texas 79416 and BDAYCO, LTD., a _____ _____, with street address of 6309 Indiana Avenue, Suite B, Lubbock, Texas 79413-6713, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for the purpose of surveying, constructing , reconstructing, installing, operating, inspecting, maintaining, altering, relocating, replacing, repairing, and removing (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non-cultivated areas, and all other equipment and facilities related thereto, or any part thereof, for and/or related to the transportation of water, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A" (the "Real Property").

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

BDAYCO, LTD., which currently holds a lien on the Real Property, for the consideration recited above, agrees that any lien which is held by BDAYCO, LTD., is made subordinate to and subject to this Pipeline and Public Use Dedication Deed and BDAYCO, LTD., subordinates its lien to the rights and interests granted to the City of Lubbock such that a foreclosure of the lien of BDAYCO, LTD., referenced herein shall not extinguish the rights and interests of the City of Lubbock.

WITNESS MY HAND this 21st day of April, 2014.

GRANTOR:

Kelly Wayne Vinson

Christy Dawn Vinson

BDAYCO, LTD., Grantor and Lienholder

By: Bobby Day President

Name: _____

Title: B D Red Bird L.L.C. G.P.

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on May 14 April 21, 2014, by Kelly Wayne Vinson and wife, Christy Dawn Vinson.

TIFFANY PADILLA
Notary Public, State of Texas
My Commission Expires
August 21, 2017

Tiffany Padilla
Notary Public, State of Texas
Tiffany Padilla
Printed Name of Notary
My commission expires: August 21, 2017

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 21, 2014, by Bobby Day, President BD Red Bird, L.L.C., G.P., on behalf of BDAYCO, LTD., a Texas Limited _____.

Ann Rivere
Notary Public in and for the State of Texas

My Commission Expires:

ANN RIVERE
Notary Public, State of Texas
My Commission Expires 05-20-2017

THE STATE OF TEXAS §
THE COUNTY OF LUBBOCK §

That Bobby Day duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said Bobby Day has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on April 21, 2014.

Bobby Day

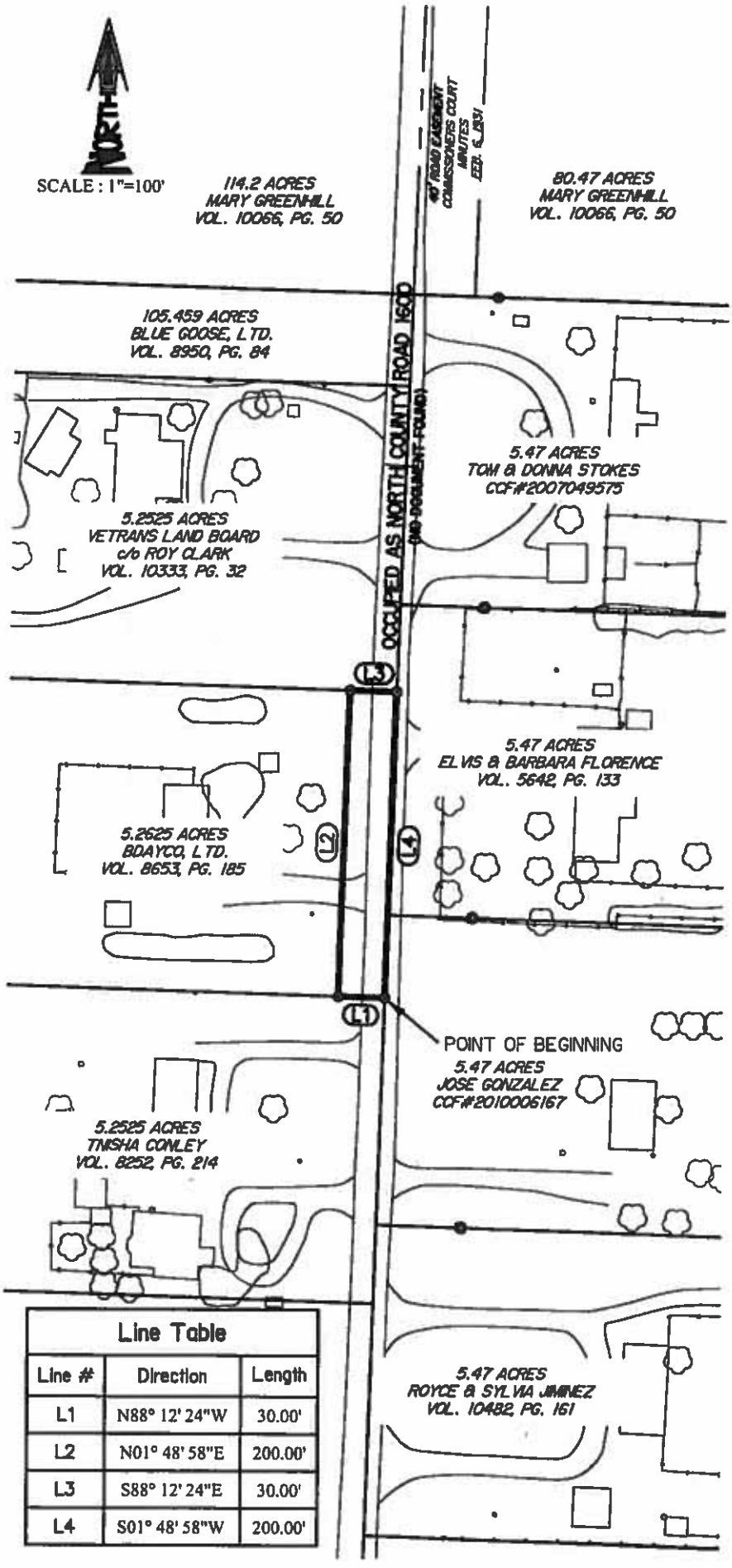
By: Bobby Day
Printed Name: _____

This instrument was acknowledged before me on April 21, 2014 2014, by Bobby Day, as President of B.D. Red Bird LLC L.P. and in the capacity therein stated.

Ann Rivere
Notary Public, State of Texas

ANN RIVERE
Notary Public, State of Texas
My Commission Expires 05-20-2017

BAILEY COUNTY WATER PIPELINE
Parcel No. 23
PERIMETER SURVEY OF A 0.138 ACRE
TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N88° 12' 24"W	30.00'
L2	N01° 48' 58"E	200.00'
L3	S88° 12' 24"E	30.00'
L4	S01° 48' 58"W	200.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
August 16, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊛ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

NOTE: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

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

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BAILEY COUNTY WATER PIPELINE
Parcel No. 23
PERIMETER SURVEY OF A 0.138 ACRE TRACT LOCATED IN

SECTION 15, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.138 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of 5.2625 acre tract described in Volume 8653, Page 185, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7289069.87', East: 911115.62') in the common line of Sections 8 and 15, Block JS, Lubbock County, Texas, at the Northeast corner of a 5.2525 acre tract described in Volume 8252, Page 214, Official Public Records, Lubbock County, Texas, and in the West line of a 5.47 acre tract described in County Clerk File Number 2010006167, Official Public Records, Lubbock County, Texas, and at the Southeast corner of said 5.2625 acre tract, which bears N. 01°48'58" W. a distance of 2343.50 feet from a 1/2" iron rod with cap found at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°12'24" W. along the North line of said 5.2525 acre tract and the South line of said 5.2625 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 200.00 feet to a 1/2" iron rod with cap set in the North line of said 5.2625 acre tract and the South line of a 5.2525 acre tract described in Volume 10333, Page 32, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'24" E. along the common line of said 5.2625 acre tract and said 5.2525 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set at the Northeast corner of said 5.2625 acre tract and at the Southeast corner of said 5.2525 acre tract and in the West line of a 5.47 acre tract described in Volume 5642, Page 133, Real Property Records, Lubbock County, Texas, and in the said common line of Sections 8 and 15, Block JS, for the Northeast corner of this parcel;

THENCE S. 01°48'58" W. along the East line of said 5.2625 acre tract and the said common line of Sections 8 and 15, Block JS, at 145.70 feet pass the Southwest corner of said 5.47 acre tract, also being the Northwest corner said 5.47 acre tract described in County Clerk File Number 2010006167, continuing for a total distance of 200.00 feet to the Point of Beginning

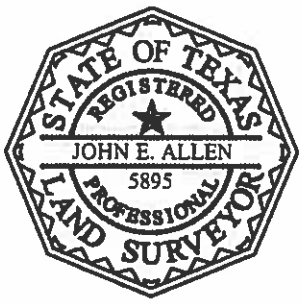
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 16, 2013

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



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

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City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	41,258
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- June 12, 2014		
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,		845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		12,235
Encumbered/Expended to Date		21,373,494
Estimated Costs for Remaining Appropriation		
Construction		5,126,506
Remaining Appropriation		5,126,506
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 10.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

Item Summary

In 2012 the Lubbock completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $2,710.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $2,710 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Deed - Blue Goose Parcel 20 & 25

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Pipeline and Public Use Dedication Deed as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 15, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Pipeline and Public Use Dedication Deed 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.

THAT the consideration for the Pipeline and Public Use Dedication Deed shall be $2,710.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

ccdocs/RES.Pipeline&PUD Deed-Blue Goose-Parcels 20&25
May 13, 2014

PIPELINE AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT BLUE GOOSE, LTD., a Texas Limited Partnership, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for the purpose of surveying, constructing , reconstructing, installing, operating, inspecting, maintaining, altering, relocating, replacing, repairing, and removing (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non-cultivated areas, and all other equipment and facilities related thereto, or any part thereof, for and/or related to the transportation of water, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 21st day of April, 2014.

GRANTOR: BLUE GOOSE, LTD., a Texas Limited Partnership

By: Bobby Day President of

Name: _____

Title: B. D Red Bird L.L. G.P.

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 21, 2014, by Bobby Day, acting on behalf of Blue Goose, Ltd., a Texas Limited Partnership.

Ann Rivere
Notary Public in and for the State of Texas

My Commission Expires: _____

ANN RIVERE
Notary Public, State of Texas
My Commission Expires 05-20-2017

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That Bobby Day duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said Bobby Day has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2014.

Bobby Day President

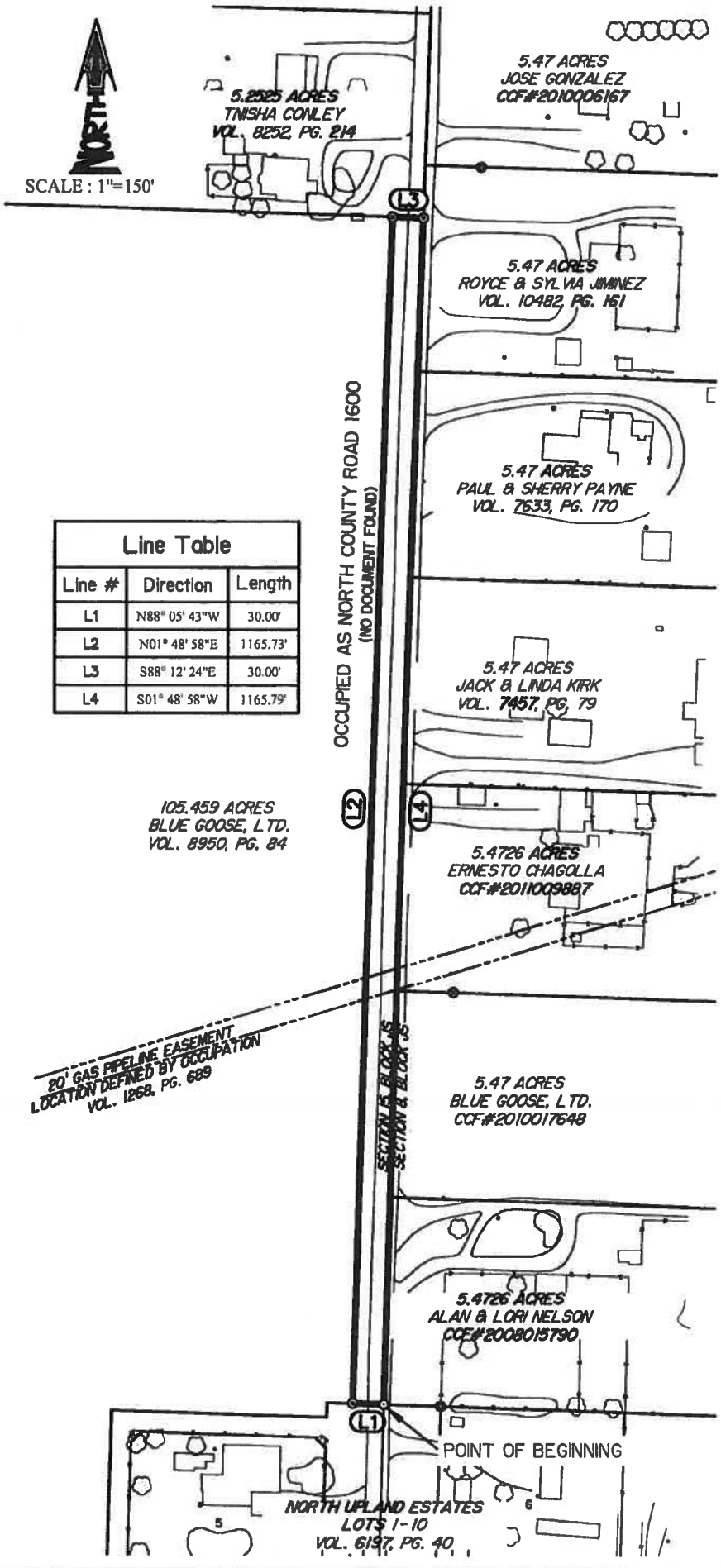
By: B.D. Red Bird LLC
Printed Name: _____

This instrument was acknowledged before me on April 21, 2014, by Bobby Day, as President of B.D. Red Bird L.L.C. G.P. and in the capacity therein stated.

Ann Rivere
Notary Public, State of Texas

ANN RIVERE
Notary Public, State of Texas
My Commission Expires 05-20-2017

BAILEY COUNTY WATER PIPELINE
Parcel No. 20
PERIMETER SURVEY OF A 0.803 ACRE
TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N88° 05' 43"W	30.00'
L2	N01° 48' 58"E	1165.73'
L3	S88° 12' 24"E	30.00'
L4	S01° 48' 58"W	1165.79'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
August 16, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊙ - SET MAG NAIL WITH WASHER
⊗ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

NOTE: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

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

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BAILEY COUNTY WATER PIPELINE
Parcel No. 20
PERIMETER SURVEY OF A 0.803 ACRE TRACT LOCATED IN

SECTION 15, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.803 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a mag nail with washer set (North: 7287704.76', East: 911072.34') in common line of Sections 8 and 15, Block JS, Lubbock County, Texas, and in the North line of Lots 1-10, North Upland Estates, an Addition to the County of Lubbock according to the map, plat and/or dedication deed thereof recorded in Volume 6197, Page 40, Real Property Records, Lubbock County, Texas, and at the Southwest corner of a 5.4726 acre tract described in County Clerk File Number 2008015790, Official Public Records, Lubbock County, Texas, which bears N. 01°48'58" W. a distance of 977.71 feet from a 1/2" iron rod with cap found at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°05'43" W. along the North line of said North Upland Estates and the South line of said 105.459 acre tract, a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 1165.73 feet to a 1/2" iron rod with cap set in the North line of said 105.459 acre tract, also being the South line of a 5.2525 acre tract described in Volume 8252, Page 214, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'24" E. along the common line of said 5.2525 acre tract and said 105.549 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said 5.2525 acre tract and in the West line of said 105.549 acre tract and in the East line of said 5.47 acre tract described in Volume 10482, Page 161, Official Public Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°48'58" W. along the said common line of Section 8 and 15, Block JS, a distance of 1165.79 feet to the Point of Beginning

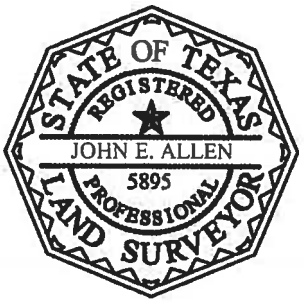
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 16, 2013

John E. Allen

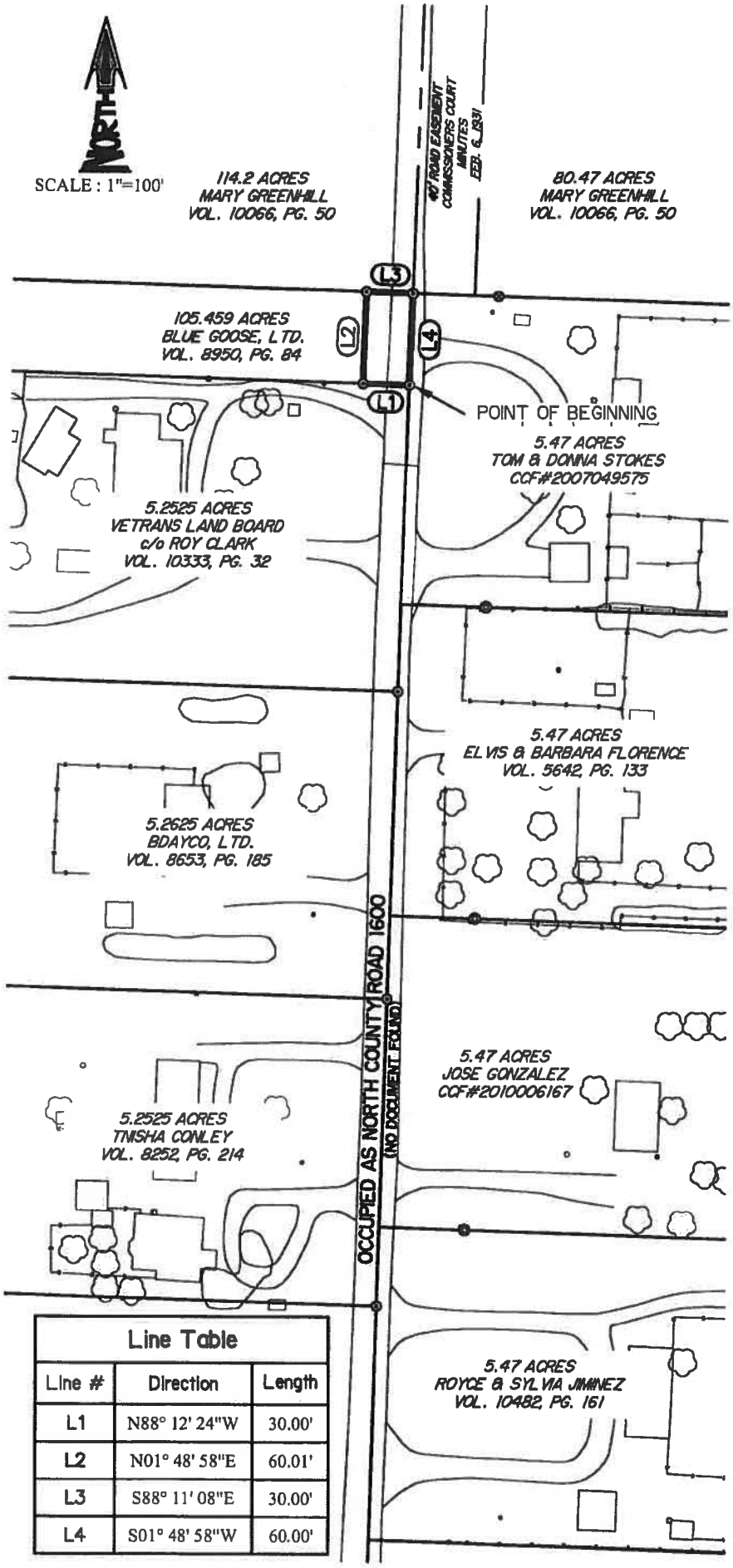
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 25
PERIMETER SURVEY OF A 0.041 ACRE
TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N88° 12' 24"W	30.00'
L2	N01° 48' 58"E	60.01'
L3	S88° 11' 08"E	30.00'
L4	S01° 48' 58"W	60.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
August 16, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - FOUND 1/2" IRON ROD WITH CAP
⊕ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

NOTE: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

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CIVIL ENGINEERS
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BAILEY COUNTY WATER PIPELINE
Parcel No. 25
PERIMETER SURVEY OF A 0.041 ACRE TRACT LOCATED IN

SECTION 15, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.041 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7289469.67', East: 911128.30') in the common line of Sections 8 and 15, Block JS, Lubbock County, Texas, and in the West line of a 5.47 acre tract described in County Clerk File Number 2007049575, Official Public Records, Lubbock County, Texas, and at a Southeast corner of said 105.459 acre tract and at the Northeast corner of a 5.2525 acre tract described in Volume 10333, Page 32, Official Public Records, Lubbock County, Texas, and which bears N. 01°48'58" W. a distance of 2743.50 feet from a 1/2" iron rod with cap found at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°12'24" W. along the North line of said 5.2525 acre tract and the South line of said 105.459 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 60.01 feet to a 1/2" iron rod with cap set in the North line of said 105.459 acre tract and the South line of a 114.2 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'24" E. along the common line of said 105.459 acre tract and said 114.2 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set at a Northeast corner of said 105.459 acre tract and at the a Southeast corner of said 114.2 acre tract and at the Northwest line of said 5.47 acre tract, also being the Southwest corner of a 40.00 foot road easement described in Commissioners Court Minutes, Lubbock County, February 6, 1931, and in the said common line of Sections 8 and 15, Block JS, for the Northeast corner of this parcel;

THENCE S. 01°48'58" W. along the East line of said 105.459 acre tract and the West line of said 5.47 acre tract and the said common line of Sections 8 and 15, Block JS, a distance of 60.00 feet to the Point of Beginning

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 16, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
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City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	41,258
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- June 12, 2014		
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,		845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		12,235
Encumbered/Expended to Date		21,373,494
Estimated Costs for Remaining Appropriation		
Construction		5,126,506
Remaining Appropriation		5,126,506
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 11.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a temporary easement from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, temporary easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

Item Summary

In 2012 the City completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $1,303.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $1,303 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Blue Goose
Budget Detail
CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Temporary Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 15, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Temporary Easement 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.

THAT the consideration for the Temporary Easement shall be $1,303.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

ccdocs/RES.Easement.- Blue Goose-Parcel 21
May 13, 2014

TEMPORARY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, BLUE GOOSE, LTD., a Texas Limited Partnership, with street address of of 6309 Indiana Avenue, Suite B, Lubbock, Texas 79413-6713, ~~Lubbock, TX 794~~, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described temporary easement, servitude and right-of-way, as described herein (hereinafter called the "Temporary Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Grantor hereby grants to Grantee a Temporary Easement for ingress, egress and regress through, over upon across and within the Lands for the purposes set forth herein, including but not limited to storage of pickup trucks and other vehicles, storage of track-hoes, storage of front end loaders, storage of concrete trucks, storage of other equipment, storage of tie-in pipe and other materials and for all things necessary or related to the Grantee's construction/pipeline projects in Lubbock County, Texas. Such Temporary Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Temporary Easement and the Lands. The Temporary Easement shall terminate and expire within eighteen (18) months after execution of this Agreement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Temporary Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Temporary Easement for the purposes of the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Temporary Easement for the purposes described hereinabove.

2. Unless Grantor agrees otherwise in writing, Grantee agrees that any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from Grantee's use of the Temporary Easement shall, be removed by Grantee from Grantor's property.

3. This grant of Temporary Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Temporary Easement, the rights and privileges herein granted to Grantee, or endanger any of Grantee's property, at the sole discretion of the Grantee.

4. After initial construction by Grantee of all improvements called for in the Permanent Easement (as defined hereinbelow) or eighteen (18) months, whichever is later, title and interest herein granted shall end, cease, and terminate, and title to the Temporary Easement, shall revert to the then owner of the Lands.

5. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

6. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

7. The provisions of this Temporary Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

8. This Temporary Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

9. In case any one or more of the provisions contained in this Temporary Easement 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 Temporary Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

TO HAVE AND TO HOLD said Temporary Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 21 day of April, 2014 ("Effective Date").

GRANTOR:

BLUE GOOSE, LTD., a Texas Limited Partnership

By: Bobby Day President

Name: BD Red Bird LLC, G.P.

Title:

~~GRANTOR:~~

GRANTEE:

The City of Lubbock

By:

Name:

Title:

ATTEST:

Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Kent Smith

DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by Bobby Day, acting on behalf of Blue Goose, Ltd., a Texas Limited Partnership.

~~This instrument was acknowledged before me on~~ April 21, ~~2014, by~~ ~~Bobby Day President.~~

Ann Rivere
Notary Public, State of Texas

Printed Name of Notary
My commission expires: _____

ANN RIVERE
Notary Public, State of Texas
My Commission Expires 05-20-2017

STATE OF TEXAS §
COUNTY OF LUBBOCK §

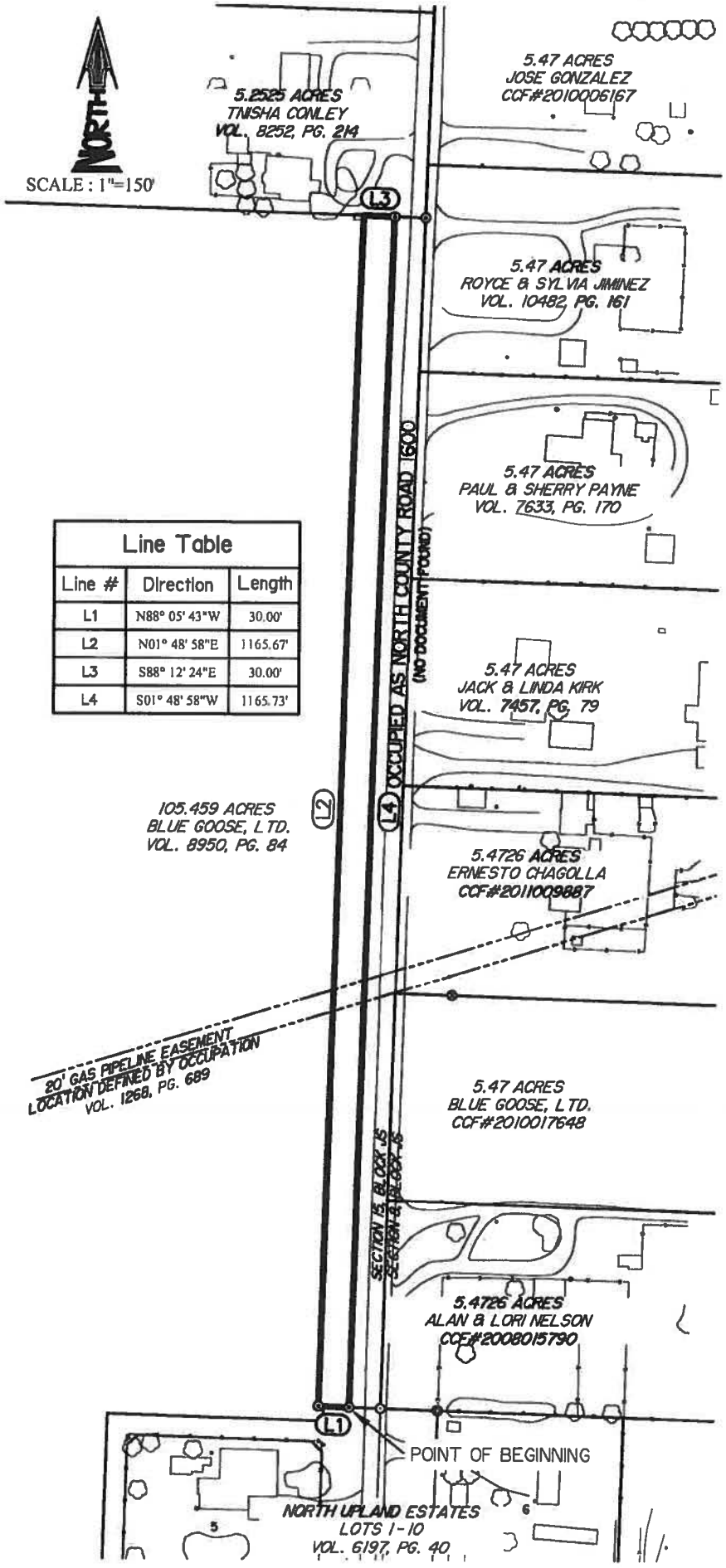
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

Notary Public, State of _____

Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Temporary Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 21 - Temporary Easement
PERIMETER SURVEY OF A 0.803 ACRE
TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N88° 05' 43"W	30.00'
L2	N01° 48' 58"E	1165.67'
L3	S88° 12' 24"E	30.00'
L4	S01° 48' 58"W	1165.73'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
August 16, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
○ - SET MAG NAIL WITH WASHER
◉ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

NOTE: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

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

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE
Parcel No. 21 - Temporary Easement
PERIMETER SURVEY OF A 0.803 ACRE TRACT LOCATED IN

SECTION 15, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.803 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7287705.76', East: 911042.35') in the South line of said 105.459 acre tract and in the North line of Lots 1-10, North Upland Estates, an Addition to the County of Lubbock according to the map, plat and/or dedication deed thereof recorded in Volume 6197, Page 40, Real Property Records, Lubbock County, Texas, which bears N. 88°05'43" W. a distance of 30.00 feet and N. 01°48'58" W. a distance of 977.71 feet from a 1/2" iron rod with cap found at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°05'43" W. along the North line of said North Upland Estates and the South line of said 105.459 acre tract, at 25.00 feet pass the Northernmost Northwest corner of said Upland Estates, continuing for a total distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 1165.67 feet to a point in the North line of said 105.459 acre tract, also being the South line of a 5.2525 acre tract described in Volume 8252, Page 214, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'24" E. along the common line of said 5.2525 acre tract and said 105.549 acre tract, at 5.28 feet pass a 1/2" iron rod found, continuing for a total distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°48'58" W. a distance of 1165.79 feet to the Point of Beginning

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 16, 2013

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	41,258
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- June 12, 2014		
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,		845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		12,235
Encumbered/Expended to Date		21,373,494
Estimated Costs for Remaining Appropriation		
Construction		5,126,506
Remaining Appropriation		5,126,506
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 12.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $10,348.90 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $10,349 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Parcel 52 and 54

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 10, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $10,348.90 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

ccdocs/RES.Easement-MCP-Parcel 52,54
May 14, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

MCP Enterprises, LLC, a Texas limited liability company, hereinafter referred to as GRANTOR, with street address of 7112 19th Street, Lubbock, Texas 79407, for a valuable consideration, to it paid by The City of Lubbock, Texas ("Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual non-exclusive easement as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

The Easement shall be used solely to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities reasonably related thereto, or any part thereof, for and/or related to the transportation of water through, under, upon, over, across and within the Easement Lands to serve the Grantee's water system (hereinafter collectively called the "Pipeline System").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from the Pipeline System under, on and over said Easement Lands for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement Lands.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to promptly commence, upon receipt of

written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this paragraph and shall diligently complete such cure.

3. The Easement granted herein shall be for the transportation of water for the Grantee's water system, regardless of source, and shall continue in full force and effect unless Grantee should abandon the use of the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of Grantee's governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Easement Lands are located.

4. The term of the Easement shall commence with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantee agrees that in the exercise of any of the Permitted Uses by or on behalf of Grantee related to the Pipeline System, any and all raw materials, timber, spoil piles, excess dirt, wood, bushes, cut trees, cut shrubs and brush, and other debris materials resulting from the exercise of the Permitted Uses shall promptly be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement Lands in good and safe order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement Lands. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement Lands, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of the Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Easement Lands for any purposes which will not constitute an unreasonable interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in Paragraph 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Easement Lands.

11. Grantor warrants and represents that the title to the Easement Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances other than those of record.

12. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

14. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Easement Lands covered hereunder, but is only an easement through, over, under, upon. across and within the Easement Lands.

16. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. In case any one or more of the provisions contained in this Easement 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 Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

20. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim for punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

21. To the extent that Grantor owns any portion of any mineral estate. leasehold estate and/or royalty interest of any kind or character under the Easement Lands defined herein. Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

A. Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement Lands and so long as such operations will

not unreasonably interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

B. Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement Lands. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 12th day of May, 2014 ("Effective Date").

GRANTOR:

MCP Enterprises, LLC, a Texas Limited Liability Company

By: Nona Burgamy

Name: NONA BURGAMY

Title: Member Partner

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Keal Smith
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 12th May, 2014, by MCP Enterprises LLC, acting on behalf of MCP Enterprises, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May, 2014.

Notary Public, State of Texas
Joel Flores
Printed Name of Notary
My commission expires: 8-25-2015

ANTHONY JOEL FLORES
Notary Public, State of Texas
My Commission Expires 08-25-2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

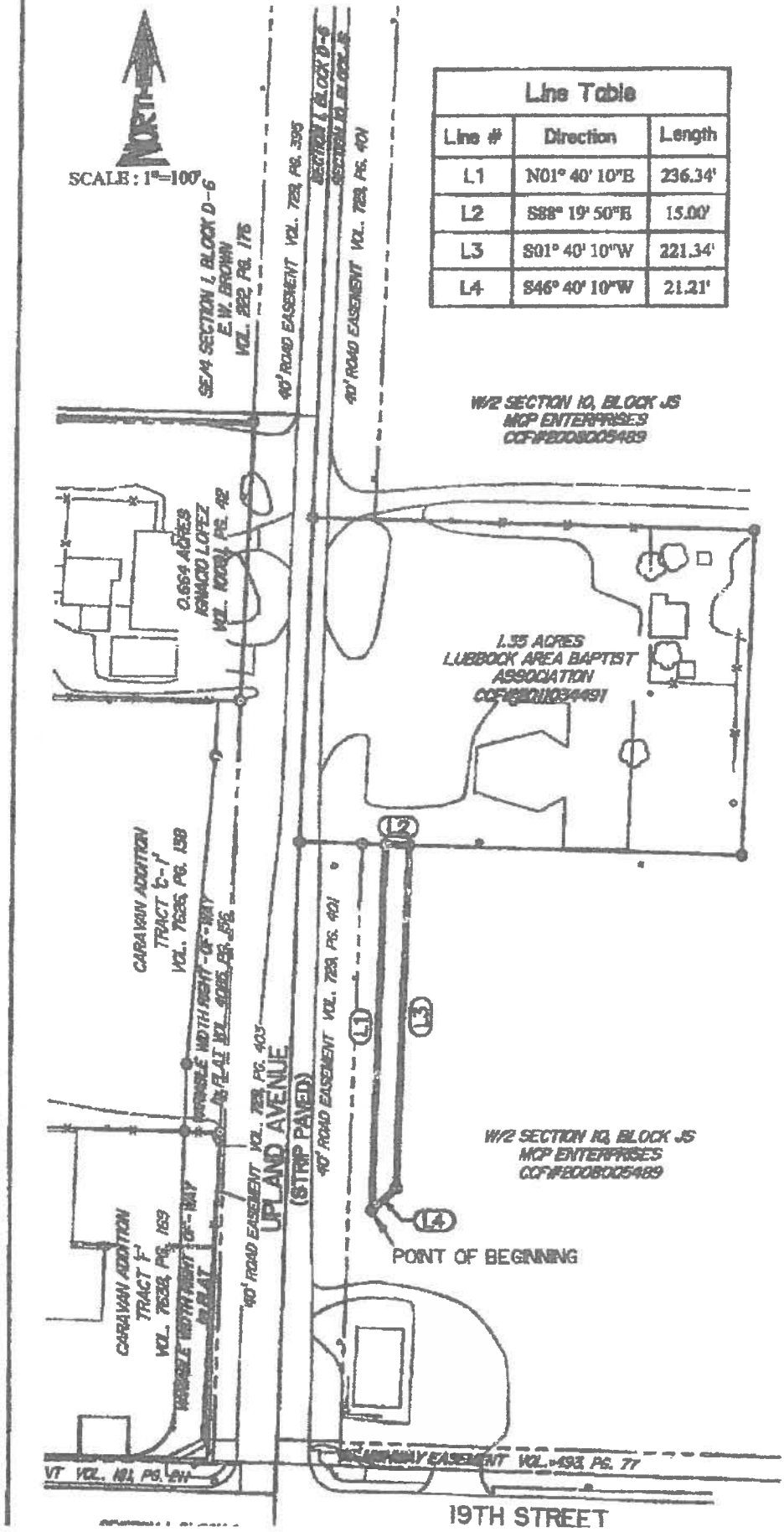
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

Notary Public, State of _____
Printed Name of Notary
My commission expires: _____

Exhibit A
to
Easement

Legal Description of the Easement Lands

BAILEY COUNTY WATER PIPELINE
Parcel No. 52 - Permanent Easement
PERIMETER SURVEY OF A 0.079 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	236.34'
L2	S88° 19' 50"E	15.00'
L3	S01° 40' 10"W	221.34'
L4	S46° 40' 10"W	21.21'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊗ - SET 1/2" IRON ROD WITH CAP
● - FOUND MAG NAIL WITH WASHER
● - FOUND 1/2" IRON ROD WITH CAP
⊖ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401

BAILEY COUNTY WATER PIPELINE
Parcel No. 52 - Permanent Easement
PERIMETER SURVEY OF A 0.079 ACRE TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.079 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of the West half of Section 10, Block JS, as described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7276385.99', East: 910780.91'), which bears N. 01°40'10" E. a distance of 213.66 and S. 88°19'50" E. a distance of 55.00 feet from the common corner of Sections 42 and 43, Block AK, Section 1, Block D-6, and Section 10, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. a distance of 236.34 feet to a 1/2" iron rod with cap set in the South line of a 1.35 acre tract described in County Clerk File Number 2011034491, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°19'50" E. along the South line of said 1.35 acre tract a distance of 15.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 221.34 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE S. 46°40'10" W. a distance of 21.21 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

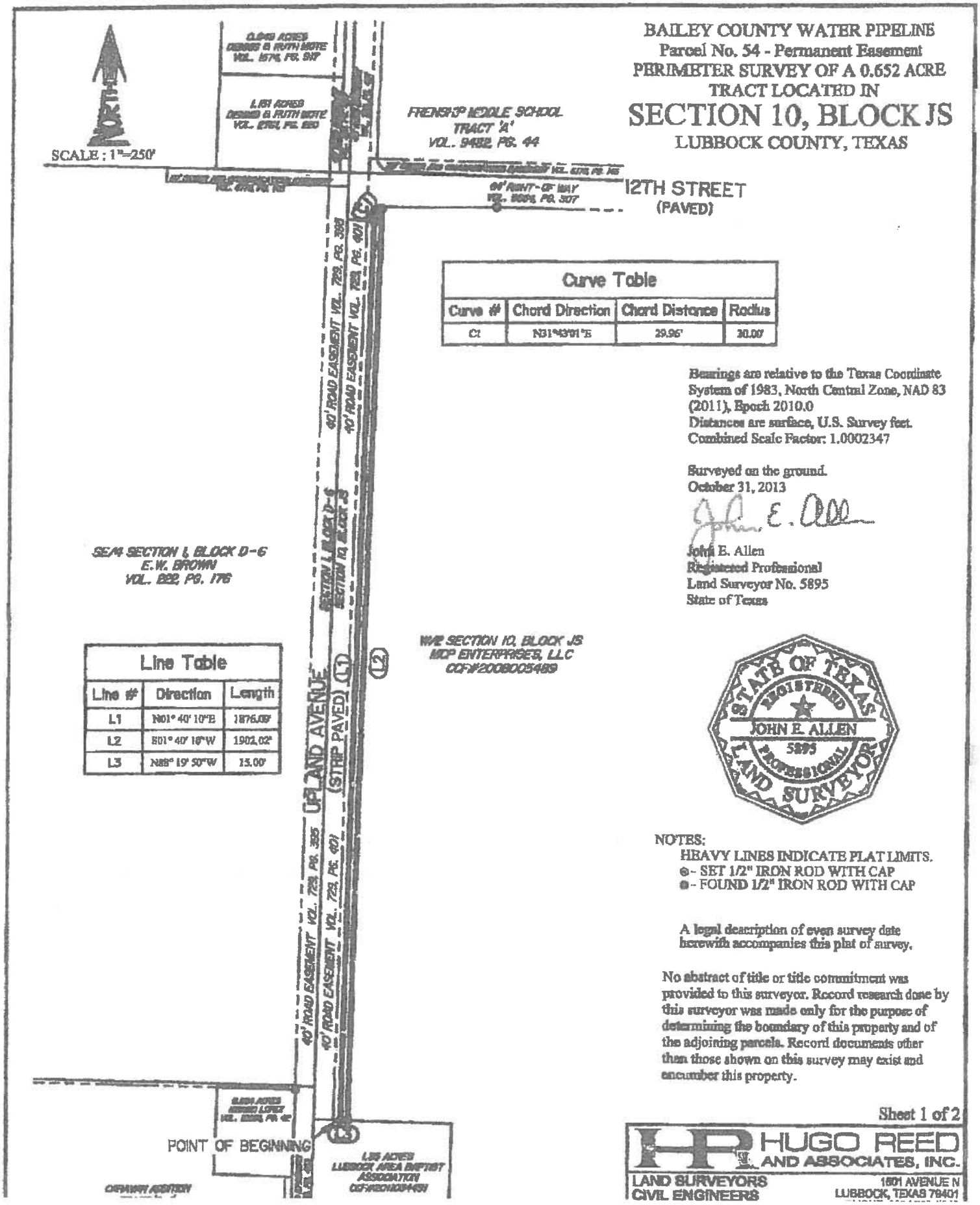
Surveyed on the ground
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401

BAILEY COUNTY WATER PIPELINE
Parcel No. 54 - Permanent Easement
PERIMETER SURVEY OF A 0.652 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	N31°43'01"E	29.96'	30.00'

Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	1876.09'
L2	S01° 40' 10"W	1902.02'
L3	N88° 19' 50"W	15.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

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Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401

BAILEY COUNTY WATER PIPELINE
Parcel No. 54 - Permanent Easement
PERIMETER SURVEY OF A 0.652 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.652 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of West half of said Section 10, Block JS, described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7276832.14', East: 910793.92') in the North line of a 1.35 acre tract described in County Clerk File Number 2011034491, Official Public Records, Lubbock County, Texas, which bears N. 01°40'10" E. a distance of 660.00 feet and S. 88°19'50" E. a distance of 55.00 from the common corner of Sections 42 and 43, Block AK, Section 1, Block D-6, and said Section 10, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. a distance of 1876.09 feet to a 1/2" iron rod rod with cap found at a point of curvature in the South line of a 64.00 foot right-of-way described in Volume 9664, Page 307, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE Northeasterly along the South line of said right-of-way being a curve to the right, said curve having a radius of 30.00 feet and a chord bearing of N. 31°43'01" E. and a chord distance of 29.96 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 1902.02 feet to a 1/2" iron rod with cap set in the North line of said 1.35 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°19'50" W. along the North line of said 1.35 acre tract a distance of 15.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401

City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 41,258
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
Freese and Nichols - Pump Station 16 Design	1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A	6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1	(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction	(101,499)
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B	9,144,464
Current Agenda Items- June 12, 2014	
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas	2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas	1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,	845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County	10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County	18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County	12,235
Encumbered/Expended to Date	21,373,494
Estimated Costs for Remaining Appropriation	
Construction	5,126,506
Remaining Appropriation	5,126,506
Total Appropriation To Date	$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 13.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a street and public use dedication deed from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $18,886 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $18,886 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Deed - Parcel 51 and 53

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 10, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Deed 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.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $18,885.75 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Dedication Deed-MCP-Parcels 51, 53
5.14.14

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT MCP Enterprises, LLC, a Texas limited liability company, herein called "Grantor", whether one or more, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public use and street purposes.

WITNESS MY HAND this 12th day of May, 2014.

GRANTOR:

MCP Enterprises, LLC, a Texas limited liability company

By: Nona Burgamy

Name: NONA BURGAMY

Title: Member Partner

THE STATE OF TEXAS §

COUNTY OF Lubbock §

This instrument was acknowledged before me on 12th May, 2014, by Nona Burgamy, acting on behalf of MCP Enterprises, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May, 2014.

ANTHONY JOEL FLORES
Notary Public, State of Texas
My Commission Expires 08-25-2015

Notary Public in and for the State of Texas

My Commission Expires: 8-25-2015

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That MCP Enterprises LLC duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said MCP Enterprises LLC has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on 12 May, 2014.

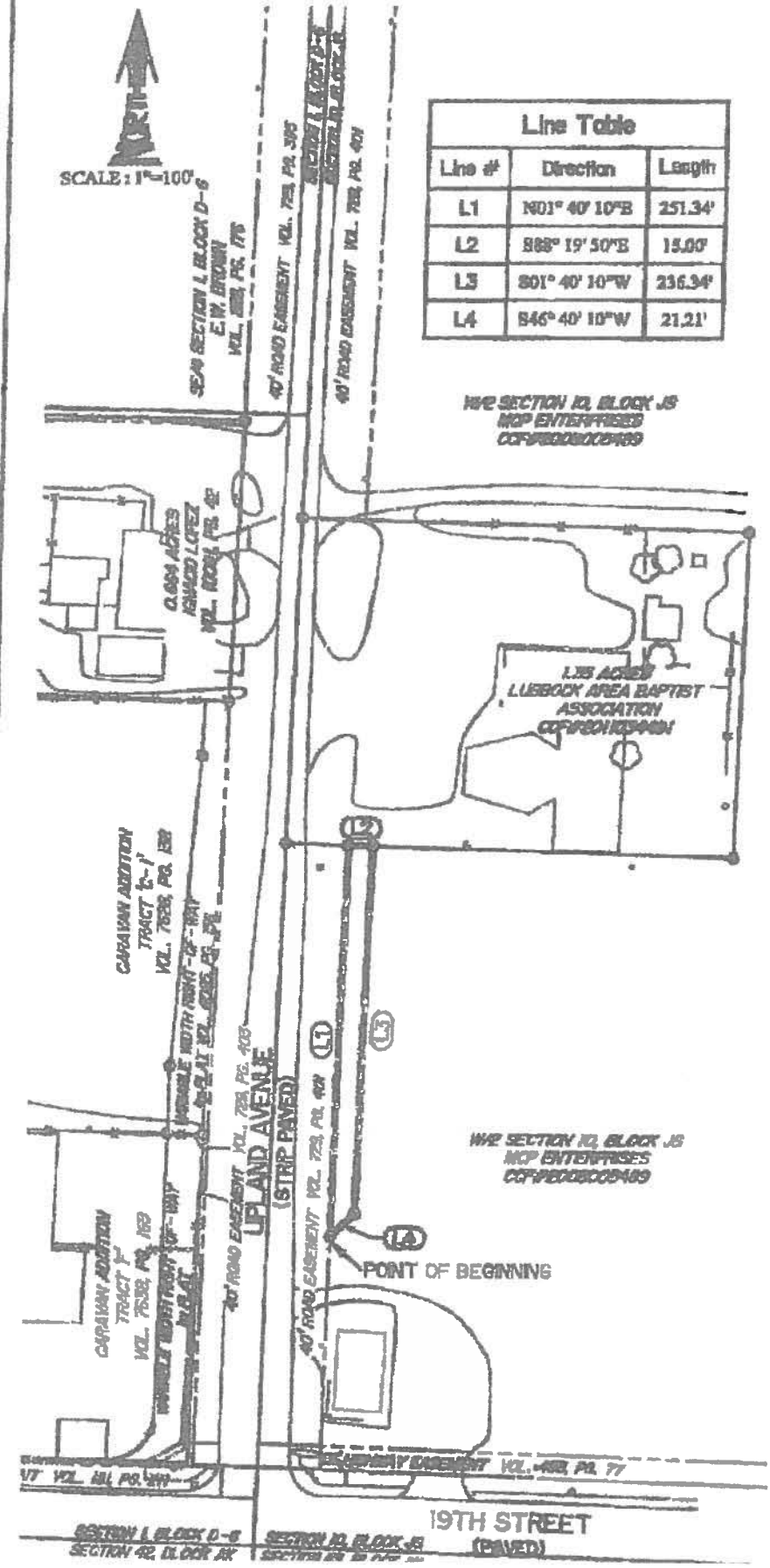
By: Nona Burgamy
Printed Name: NONA BURGAMY

This instrument was acknowledged before me on 12th May, 2014, by Nona Burgamy, as Member Partner of MCP Enterprises LLC and in the capacity therein stated.

Notary Public, State of Texas

ANTHONY JOEL FLORES
Notary Public, State of Texas
My Commission Expires 08-25-2015

6687283_2



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	251.34'
L2	S88° 19' 50"E	15.00'
L3	S01° 40' 10"W	236.34'
L4	S46° 40' 10"W	21.21'

BAILEY COUNTY WATER PIPELINE
Parcel No. 51 - Street Dedication
PERIMETER SURVEY OF A 0.084 ACRE TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
● - SET 1/2" IRON ROD WITH CAP
● - FOUND MAG NAIL WITH WASHER
○ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5042
FAX: 806 / 763-5891

BAILEY COUNTY WATER PIPELINE
Parcel No. 51 - Street Dedication
PERIMETER SURVEY OF A 0.084 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.084 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of the West half of Section 10, Block JS, as described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7276371.44', East: 910765.48') in the East line of a 40.00 foot road easement described in Volume 729, Page 401, Deed Records, Lubbock County, Texas, which bears N. 01°40'10" E. a distance of 198.66 and S. 88°19'50" E. a distance of 40.00 feet from the common corner of Sections 42 and 43, Block AK, Section 1, Block D-6, and Section 10, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. along the East line of said 40.00 road easement a distance of 251.34 feet to a 1/2" iron rod with cap set in the South line of a 1.35 acre tract described in County Clerk File Number 2011034491, Official Public Records, Lubbock County, Texas, and at a Northeast corner of said 40.00 foot road easement, for the Northwest corner of this parcel;

THENCE S. 88°19'50" E. along the South line of said 1.35 acre tract a distance of 15.00 feet to a 1/2" iron rod with cap set at the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 236.34 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE S. 46°40'10" W. a distance of 21.21 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 31, 2013

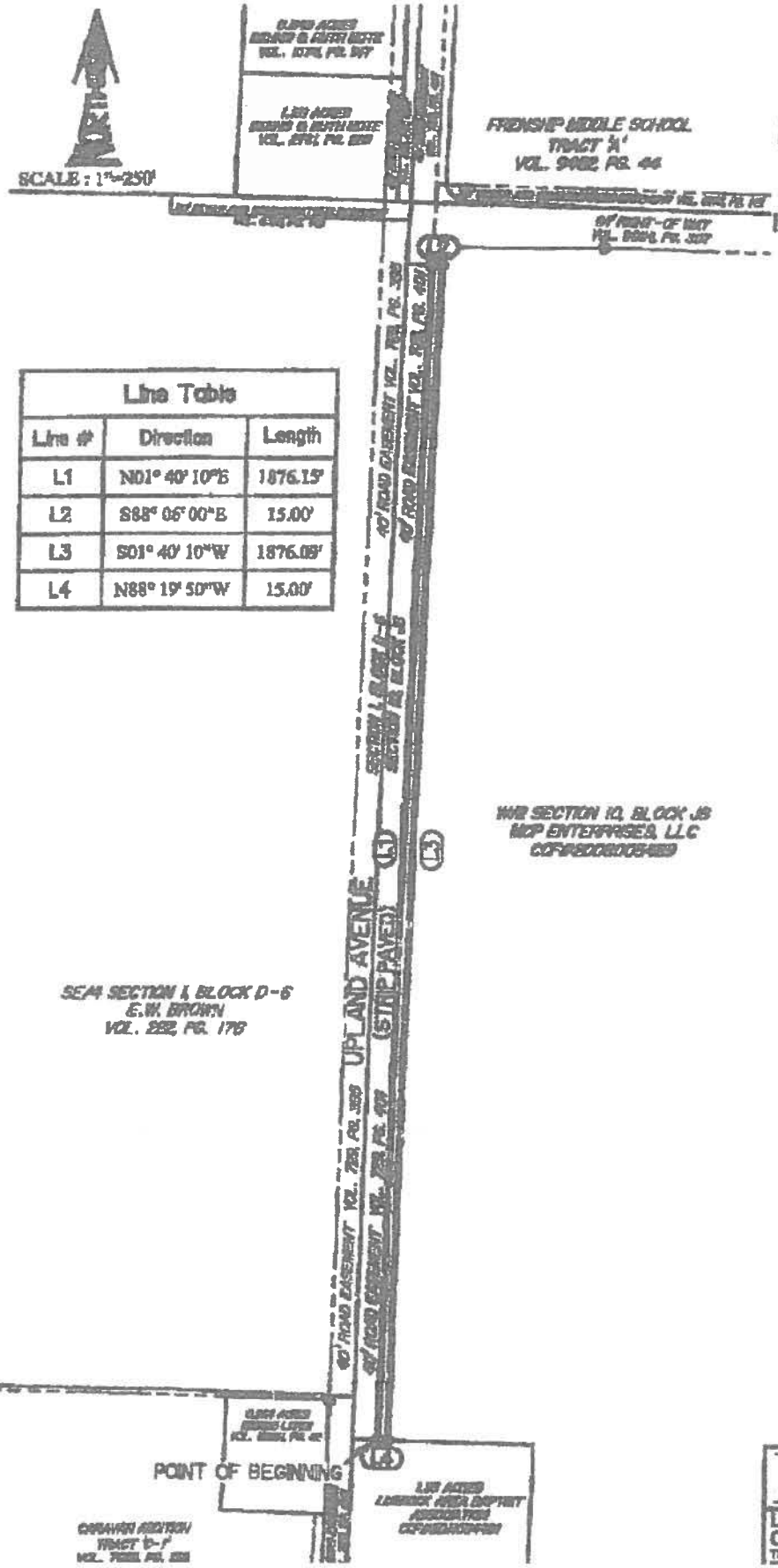
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Sheet 2 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1021 AVENUE H
LUBBOCK, TEXAS 79401
PHONE: 806 / 762-0042

BAILEY COUNTY WATER PIPELINE
Parcel No. 53 - Street Dedication
PERIMETER SURVEY OF A 0.646 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	1876.15'
L2	S88° 06' 00"E	15.00'
L3	S01° 40' 10"W	1876.09'
L4	N88° 19' 50"W	15.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00023477

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
● - SET 1/2" IRON ROD WITH CAP
© - FOUND 1/2" IRON ROD WITH CAP
⊙ - SET MAG NAIL WITH WASHER

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5812

BAILEY COUNTY WATER PIPELINE
Parcel No. 53 - Street Dedication
PERIMETER SURVEY OF A 0.646 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.646 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of West half of said Section 10, Block JS, described in County Clerk File Number 2006005459, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7276832.58', East: 910778.92') in a South line of said West half of Section 10, Block JS, and the North line of a 1.35 acre tract described in County Clerk File Number 2011034491, Official Public Records, Lubbock County, Texas, and in the East line of a 40.00 foot road easement described in Volume 729, Page 401, Deed Records, Lubbock County, Texas, which bears N. 01°40'10" E. a distance of 660.00 feet and S. 88°19'50" E. a distance of 40.00 from the common corner of Sections 42 and 43, Block AK, Section 1, Block D-6, and said Section 10, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. along the East line of said 40.00 foot road easement a distance of 1876.15 feet to a 1/2" iron rod with cap set in the South line of a 64.00 right-of-way described in Volume 9664, Page 307, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°06'00" E. along the South line of said 64.00 foot right-of-way a distance of 15.00 feet to a 1/2" iron rod with cap found at a point of curvature in the South line of said 64.00 foot right-of-way, for the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 1876.09 feet to a 1/2" iron rod with cap set in the North line of said 1.35 acre tract for the Southeast corner of this parcel;

THENCE N. 88°19'50" W. along the North line of said 1.35 acre tract a distance of 15.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 11, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806/763-8942

City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	41,258
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- June 12, 2014		
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,		845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		12,235
Encumbered/Expended to Date		21,373,494
Estimated Costs for Remaining Appropriation		
Construction		5,126,506
Remaining Appropriation		5,126,506
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 14.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $12,235 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $12,235 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Parcel 55 and 56

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 10, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $12,235.35 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

ccdocs/RES.Easement-MCP Parcels 55,56
May 14, 2014

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS. THAT:
COUNTY OF LUBBOCK §

MCP Enterprises, LLC, a Texas limited liability company. hereinafter referred to as GRANTOR, with street address of 7112 19th Street, Lubbock, Texas 79407, for a valuable consideration. to it paid by The City of Lubbock, Texas ("Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged. has granted and does by these presents grant unto Grantee the following described perpetual non-exclusive easement as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Easement Lands") situated in Lubbock County. Texas.

Pipelines and Equipment

The Easement shall be used solely to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities reasonably related thereto, or any part thereof, for and/or related to the transportation of water through, under, upon, over. across and within the Easement Lands to serve the Grantee's water system (hereinafter collectively called the "Pipeline System").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from the Pipeline System under. on and over said Easement Lands for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement Lands.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall at all times comply with all applicable local, state and federal laws. orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to promptly commence, upon receipt of

written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this paragraph and shall diligently complete such cure.

3. The Easement granted herein shall be for the transportation of water for the Grantee's water system, regardless of source, and shall continue in full force and effect unless Grantee should abandon the use of the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of Grantee's governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Easement Lands are located.

4. The term of the Easement shall commence with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantee agrees that in the exercise of any of the Permitted Uses by or on behalf of Grantee related to the Pipeline System, any and all raw materials, timber, spoil piles, excess dirt, wood, bushes, cut trees, cut shrubs and brush, and other debris materials resulting from the exercise of the Permitted Uses shall promptly be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement Lands in good and safe order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement Lands. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement Lands, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of the Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Easement Lands for any purposes which will not constitute an unreasonable interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in Paragraph 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Easement Lands.

11. Grantor warrants and represents that the title to the Easement Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances other than those of record.

12. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

14. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Easement Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Easement Lands.

16. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. In case any one or more of the provisions contained in this Easement 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 Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

20. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim for punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

21. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Easement Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

A. Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement Lands and so long as such operations will

not unreasonably interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

B. Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement Lands. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. Subject to the limitations set forth in this Easement Agreement, the Easement is non-exclusive, and the rights granted to Grantee in this Easement Agreement shall not prohibit Grantor from using, operating, maintaining, repairing, replacing, and abandoning that one certain existing irrigation well identified as the "EXISTING IRRIGATION WELL" on Exhibit A and appurtenances thereto and from installing, constructing, using, operating, maintaining, repairing, replacing, and removing, from time to time, new irrigation systems (including, without limitation, drip and overheard irrigation systems) and components and water distribution lines and appurtenances thereto to cultivate and service Grantor's property (including, without limitation, the Easement Lands), *provided, however*, (A) no buildings, no wells and no reservoirs may be constructed upon the Easement Lands, and (B) any new underground lines and any metallic pipelines must have a minimum separation of two feet (2') from the pipeline and must meet industry standards in order not to adversely affect or damage the Pipeline System. All new improvements allowed to be placed within the Easement Lands by Grantor as indicated herein shall not adversely affect the Pipeline System in any material manner. Grantor acknowledges that, save and except for the consideration granted to Grantor for the execution of this Easement, Grantor shall not be compensated by Grantee or Grantee's representatives in the event of damage, destruction or removal of any new improvements allowed to be installed by Grantor herein that adversely affect the Pipeline System in any material manner. For purposes of this paragraph, the term "new" shall be held to apply to those improvements, lines or irrigations systems installed after Grantee's execution of this Easement Agreement and shall also apply to

any repair, replacement or modification to any improvements, lines or irrigation systems on the Easement Lands at the time of the execution of this Easement Agreement.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 12th day of May, 2014 ("Effective Date").

GRANTOR:

MCP Enterprises, LLC, a Texas Limited Liability Company

By: Nona Burgamy

Name: NONA BURGAMY

Title: Member Partner

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page*]

APPROVED AS TO CONTENT:

R. Kent Snow
DIRECTOR OF PUBLIC WORKS

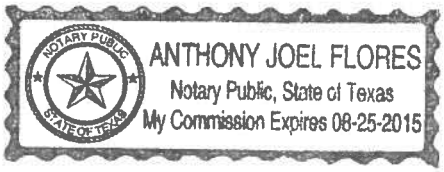
APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 12th May, 2014, by Nona Burgamy, acting on behalf of MCP Enterprises, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May, 2014.



Notary Public, State of Texas
Joel Flores
Printed Name of Notary
My commission expires: 8-25-2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

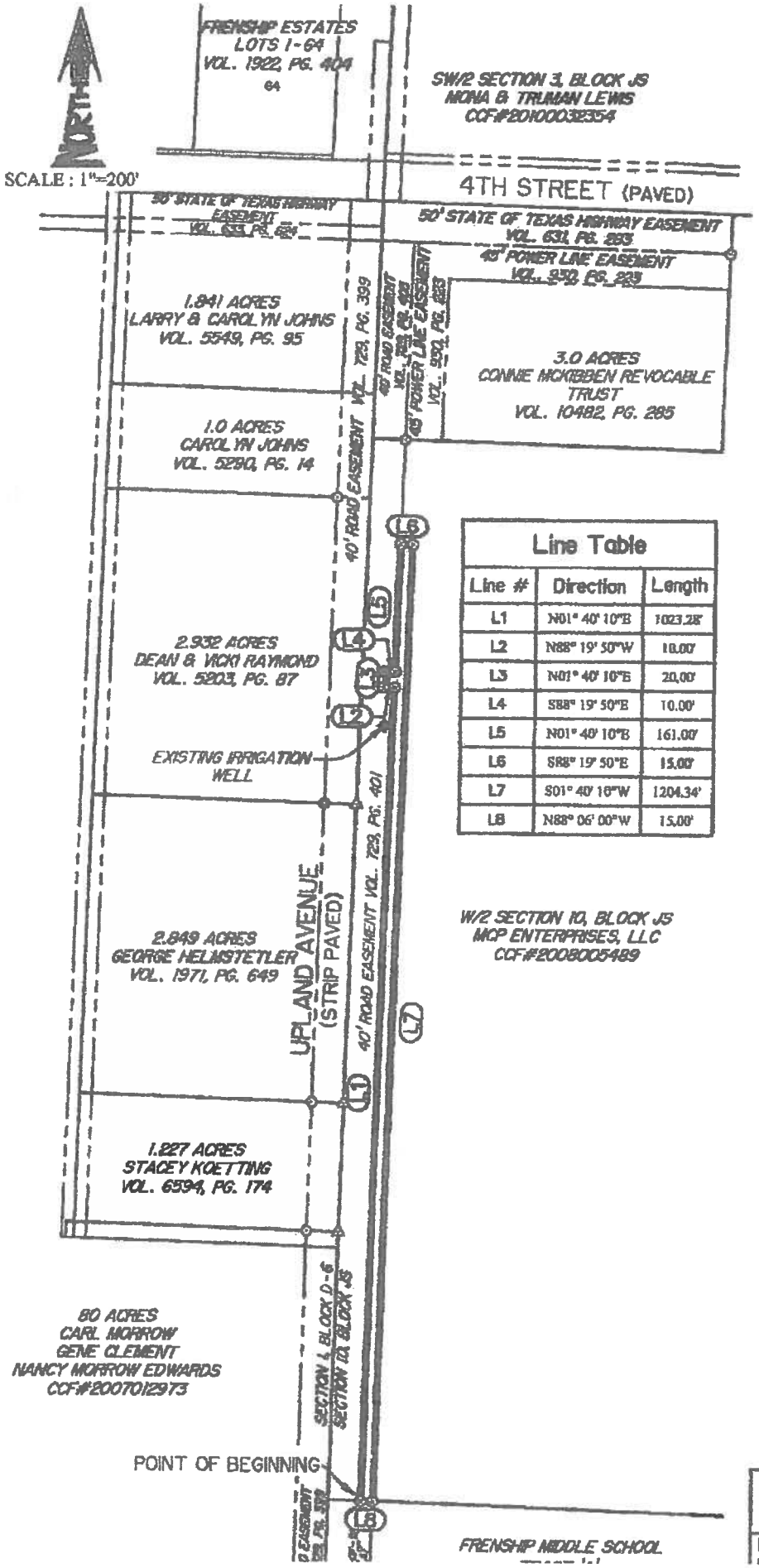
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
to
Easement

Legal Description of the Easement Lands

BAILEY COUNTY WATER PIPELINE
Parcel No. 55 - Permanent Easement
PERIMETER SURVEY OF A 0.419 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	1023.28'
L2	N88° 19' 50"W	10.00'
L3	N01° 40' 10"E	20.00'
L4	S88° 19' 50"E	10.00'
L5	N01° 40' 10"E	161.00'
L6	S88° 19' 50"E	15.00'
L7	S01° 40' 10"W	1204.34'
L8	N88° 06' 00"W	15.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013
December 27, 2013; Revised Sheet 2
March 18, 2014; Revised Sheet 2

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊛ - SET MAG NAIL WITH WASHER
● - FOUND 1/2" IRON ROD WITH CAP
⊙ - FOUND 3/4" IRON PIPE
△ - FOUND RAIL ROAD SPIKE

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401

BAILEY COUNTY WATER PIPELINE
Parcel No. 55 - Permanent Easement
PERIMETER SURVEY OF A 0.419 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.419 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of West half of said Section 10, Block JS, described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7279807.04', East: 910865.61') in the East line of 40.00 foot road easement described in Volume 729, Page 401, Deed Records, Lubbock County, Texas, and in the North line of a 55.00 foot right-of-way of Tract 'A', Frenship Middle School, an Addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 9482, Page 44, Official Public Records of Lubbock County, Texas, which bears S. 01°40'10" W. a distance of 1635.88 feet and S. 88°06'00" E. a distance of 40.00 foot from the common corner of Sections 3, 4 and 10, Block JS, Section 1, Block D-6, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. along said 40.00 foot road easement a distance of 1023.28 feet to a 1/2" iron rod with cap set at an 'ell' corner of said 40.00 foot road easement and for an 'ell' corner of this parcel;

THENCE N. 88°19'50" W. along said 40.00 foot road easement a distance of 10.00 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement for a corner of this parcel;

THENCE N. 01°40'10" E. along the East line of said 40.00 foot road easement a distance of 20.00 feet to a 1/2" iron rod with cap set for a corner of said 40.00 foot road easement, for a corner of this parcel;

THENCE S. 43°19'50" E. along said 40.00 foot road easement a distance of 10.00 feet to a 1/2" iron rod with cap set at an 'ell' corner of said 40.00 foot road easement and for an 'ell' corner of this parcel;

THENCE N. 01°40'10" E. along said 40.00 foot road easement a distance of 161.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°19'50" E. a distance of 15.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 1204.34 feet to a 1/2" iron rod with cap set at the Northwest corner of said Tract 'A', Frenship Middle School, for the Southeast corner of this parcel;

THENCE N. 88°06'00" W. along the North line of said 55.00 foot right-of-way, Tract 'A', Frenship Middle School, a distance of 15.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

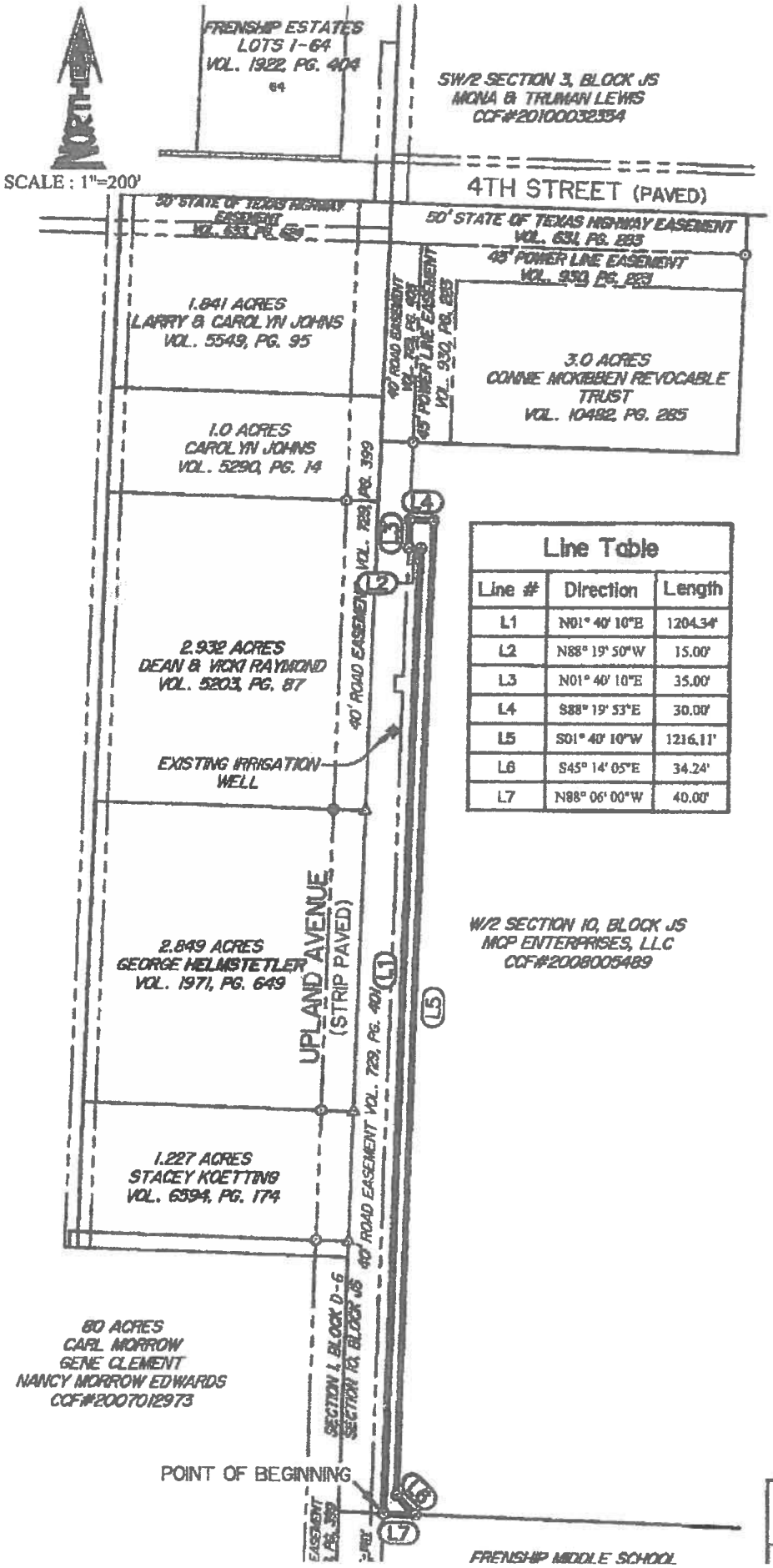
Surveyed on the ground
October 31, 2013
December 27, 2013; Revised distance unit
March 18, 2014; Revised caption

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN B. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401

BAILEY COUNTY WATER PIPELINE
Parcel No. 56 - Permanent Easement
PERIMETER SURVEY OF A 0.446 ACRE
TRACT LOCATED IN
SECTION 10, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 40' 10"E	1204.34'
L2	N88° 19' 50"W	15.00'
L3	N01° 40' 10"E	35.00'
L4	S88° 19' 53"E	30.00'
L5	S01° 40' 10"W	1216.11'
L6	S45° 14' 05"E	34.24'
L7	N88° 06' 00"W	40.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002347

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊛ - SET MAG NAIL WITH WASHER
⊙ - FOUND 1/2" IRON ROD WITH CAP
⊙ - FOUND 3/4" IRON PIPE
△ - FOUND RAIL ROAD SPIKE

A legal description of even survey date herewith accompanies this plat of survey.

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
1601 AVENUE N

BAILEY COUNTY WATER PIPELINE
Parcel No. 56 - Permanent Easement
PERIMETER SURVEY OF A 0.446 ACRE TRACT LOCATED IN

SECTION 10, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.446 acre parcel located in Section 10, Block JS, Lubbock County, Texas, being a portion of West half of said Section 10, Block JS, described in County Clerk File Number 2008005489, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7279806.54', East: 910880.60') at the Northwest corner of Tract 'A', Frenship Middle School, an Addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 9482, Page 44, Official Public Records of Lubbock County, Texas, which bears S. 01°40'10" W. a distance of 1635.88 feet and S. 88°06'00" E. a distance of 55.00 feet from the common corner of Sections 3, 4 and 10, Block JS, Section 1, Block D-6, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°40'10" E. a distance of 1204.34 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 88°19'50" E. a distance of 15.00 feet to a 1/2" iron rod with cap set in the East line of a 40.00 foot road easement described in Volume 729, Page 401, Deed Records, Lubbock County, Texas, for a corner of this parcel;

THENCE N. 01°40'10" E. along the East line of said 40.00 foot road easement a distance of 35.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°19'50" E. a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°40'10" W. a distance of 1216.11 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 45°14'05" E. a distance of 34.24 feet to a 1/2" iron rod with cap set in the North line of Tract 'A', Frenship Middle School, for the Southeast corner of this parcel;

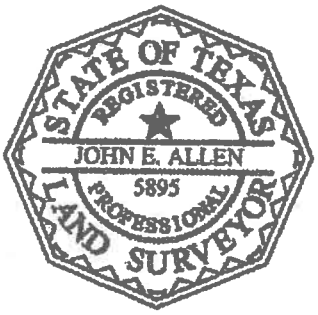
THENCE N. 88°06'00" W. along the North line of said Tract 'A', Frenship Middle School, a distance of 40.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
1601 AVENUE N

City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	41,258
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		288,222
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- June 12, 2014		
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		2,710
Blue Goose, Ltd - Section 15 Block JS, Lubbock County, Texas		1,303
Kelly Wayne Vinson - Section 15 Block JS, Lubbock County,		845
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		10,349
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		18,886
MCP Enterprises, LLC. - Section 10 Block JS, Lubbock County		12,235
Encumbered/Expended to Date		21,373,494
Estimated Costs for Remaining Appropriation		
Construction		5,126,506
Remaining Appropriation		5,126,506
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			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 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 15.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11729 with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant for the Parent Empowerment Program.

Item Summary

The City received additional funds in the amount of $43,766 from the Community Services Block Grant (CSBG) administered by the Texas Department of Housing and Community Affairs (TDHCA). The City will pass the funds to Catholic Charities a subrecipient, to provide families assistance to transition them out of poverty. Catholic Family Services is receiving funding to operate the Parent Empowerment Program. The original contract amount of $179,593 was approved by Council on February 13, 2014.

The Community Development and Services Board voted to recommend the additional funds to Catholic Charities for the Parent Empowerment Program for direct client services at their regular scheduled meeting on May 14, 2014. To date the total contact amount is $223,359. The period of performance is January 1, 2014 through December 31, 2014.

Fiscal Impact

The maximum amount to be allocated from Community Services Block Grant for this program is $223,359. Funds are from the Texas Department of Housing and Community Affairs.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - Catholic Charities Diocese of Lubbock

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 Community Development Funding Contract, by and between the City of Lubbock and Catholic Charities Diocese of Lubbock, for the Community Services Block Grant Program, 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.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CDBG-Funding Agrmt-Catholic Charities of Lubb.14
4.29.14

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND CATHOLIC CHARITIES DIOCESE OF LUBBOCK

This amendment to Agreement is entered into this 12th day of May, 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Catholic Charities Diocese of Lubbock, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated February 13, 2014, (hereinafter called "the Agreement");

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph I. B. 1. of the Agreement as follows:

City agrees to provide contractor assistance from the Community Services Block Grant (CSBG) funds in an additional amount not to exceed $43,766 in CSBG funds in addition to the $179,593 in CSBG funds previously granted in the agreement in return for contractor performing the activities set forth in this Contract as consideration for said funds.

2) Paragraph I. B. 2. 2nd paragraph. of the Agreement as follows:

The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. Community Services Block Grant (CSBG) funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas.

This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2014 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
Glen C. Roberston, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

CATHOLIC CHARITIES DIOCESE OF LUBBOCK

_____
Cynthia Quintanilla
Interim Executive Director

FED.I.D# 75-1966688

Regular City Council Meeting **6. 16.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11755 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

Item Summary

The City received an Amendment to Contract #58140001789 from the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program in the amount of $220,613. The City will pass part of the funds to Lutheran Social Services of the South, a subrecipient to operate the utility assistance program to provide utility assistance to qualified low-income persons and families.

To date the City Council has accepted and appropriated Contract #58140001789 for a total of $886,436 for the CEAP Grant. Of this amount the City Council has approved a CEAP/CSBG funding Contract to LSSS in the amount of $808,186. A second contract 58130001950 in the amount of $206,450 was accepted and appropriated by city council and $204,449 was allocated to LSSS. This contract amendment allocates the amount of $218,471 to LSSS for a total contact amount of $1,231,106.

The period of performance is January 1, 2014, through December 31, 2014. The Community Development and Services Board approved funding for this project at their regularly scheduled meeting on May 14, 2014.

Fiscal Impact

The maximum amount to be allocated from the Comprehensive Energy Assistance Program for this program is $1,231,106. Funds are from the Texas Department of Housing and Community Affairs.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - Luthern Social Services of the South

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to a Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program (CEAP), 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs-CEAP res-Amend -Lutheran Social Srvs of the South.14
5.19.14

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICIES OF THE SOUTH

This amendment to Agreement is entered into this 12th day of June, 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated February 27th, 2014 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $218,471 in CEAP funds for the Utility Assistance Component in addition to $204,449 from an additional contract and the $808,186 in CEAP/CSBG funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2014 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH

_____
Kurt Senske
AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

Regular City Council Meeting **6. 17.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Amendment 1 to professional services contract 11300 with Stiles, Wallace and Associates (SWA) for the design of a new addition to the Animal Shelter.

Item Summary

The Amendment 1 includes additional professional services related to the design, plans and specifications for the addition to the Animal Shelter, located at 3323 Southeast Loop 289, Lubbock, Texas. The original contract includes the final design for the construction of a new addition to the Animal Shelter. Scope shall include all aspects of design, including site civil engineering, structural, architectural, plumbing, fire protection, mechanical and electrical, in accordance with the current City's adopted International Building Code, bid phase, construction administration and project closeout.

Amendment 1 will increase the original contract by $21,007, bringing the new contract amount to $77,581. The new end date of this agreement will correspond to the completion of the addition or December 1, 2014.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$750,000 is appropriated in Capital Improvement Project 92238, Facility Maintenance Fund, with $21,007 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Amendment - Stiles, Wallace & Associates

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. 11300 for architectural services for new addition to the Animal Shelter, by and between the City of Lubbock and Stiles, Wallace & Associates, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Amy C. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Stiles Wallace & Associates
May 22, 2014

AMENDMENT NO. 1

TO AGREEMENT BETWEEN THE CITY OF LUBBOCK

AND

Stiles, Wallace & Associates

THIS IS AN AMENDMENT TO THE AGREEMENT (Contract #11300, Resolution No. 2013-R0181) dated and entered into the 12th day of June 2014 by and between the City of Lubbock ("City") and Stiles, Wallace & Associates ("SWA"), 1615 Avenue M, Lubbock, Texas 79401.

SWA has entered into the Agreement with the City for providing professional services relating to the design, plans, specifications, and estimates of the construction a new addition to the Animal Shelter located at 3323 SE Loop 289, Lubbock, Texas.

This Amendment No. 1 increases the original Agreement from $56,574.00 to $77,581.00, an increase of twenty-one thousand seven dollars and zero cents ($21,007.00). The expiration date of the Agreement per Article I shall correspond to the completion date of the Animal Shelter Expansion, or December 1, 2014. Amendment No. 1 increases the original Agreement thirty-seven point thirteen percent (37.13%).

This amendment includes work associated with the additional Professional Services due to the increased project scope (Attachment A).

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 12th day of June, 2014.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Stiles, Wallace & Associate

M. Edward Stiles, AIA
Partner

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wes Everett, Director Facilities Management

APPROVED AS TO FORM:

City Attorney's Office

ATTACHMENT A

STILES, WALLACE & ASSOCIATES
Architects • Planners • Interior Design
1615 Avenue M • Lubbock, Texas 79401

March 6, 2014

Mr. George Lisenbe
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Re: Addition to City of Lubbock Animal Shelter & Adoption Center
3323 SE Loop 289, Lubbock, Texas 79403

Dear Mr. Lisenbe:

Stiles, Wallace & Associates entered into a Profession Services Agreement (Contract # 11300, Resolution No. 2013-R0181) on June 13, 2013 for the above referenced project. In January of 2014, the scope of the project was increased by the City of Lubbock from $693,160.00 to $946,122.00. The reason for this increase was to expand the physical size of the project facility from 4,530 square feet to 5,266 square feet. In accordance with directives from the City of Lubbock, Stiles, Wallace & Associates revised the original construction documents and assisted the general contractor in the pricing phase of the expanded project.

In accordance with the provisions of Exhibit A (please reference the second paragraph), the fixed fee amount for basic architectural and engineering services is hereby changed to **Seventy-Seven Thousand Five Hundred Eighty-One and No/100 Dollars ($77,581.00)**.

The professional services as outlined in Exhibit A shall remain unchanged.

Please advise if you require additional information or explanation concerning this revised fee proposal.

Sincerely,
STILES, WALLACE & ASSOCIATES

M. Edward Stiles

M. Edward Stiles, AIA

Voice 806.795.5431 • Fax 806.747.5416 • Email swanet@swalubbock.com • Web swalubbock.com

EXHIBIT A

STILES, WALLACE & ASSOCIATES
Architects • Planners • Interior Design
1615 Avenue M • Lubbock, Texas 79401

April 10, 2013

Mr. George Lisenbe
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

Re: Addition to City of Lubbock Animal Shelter & Adoption Center
3323 SE Loop 289, Lubbock, Texas 79403

Dear Mr. Lisenbe:

Stiles, Wallace & Associates propose to furnish basic architectural and engineering services for the above referenced project for a fixed fee amount of **Fifty-Six Thousand Five Hundred Seventy-Four and No/100 Dollars ($56,574.00)**. This fee is based on a 4,530 square foot addition to the north west corner of the existing facility, consisting of three (3) canine stray holding bays and one (1) clean room. The design and construction shall be similar in nature, but not identical, to the existing facility.

If the project is increased in size or if additional items are added to the project, which increase the overall cost of the project, the architectural and engineering fees shall be increased accordingly. Said fees shall be increased based on 8.2 per cent of the total cost of construction.

Our services would include the following:

1. All meetings (programming, design reviews, pre-bid, pre-construction, etc.).
2. All travel, telephone, postage and other normal miscellaneous business expenses.
3. All field measurements and site inspections.
4. All necessary structural, mechanical, plumbing and electrical engineering.
5. Complete set of construction documents (plans and specifications).
4. Construction administration (review of pay applications, shop drawings, submittals, field testing, periodic site inspections, field changes, punch lists, etc.).
5. Processing of close out documents including as-built drawings and electronic files.

Our services would not include the following:

1. Detailed boundary and topographical site survey.
2. Soil analysis, test borings, density testing and concrete testing.
3. Full time on site supervision.
4. Cost of TDLR/ADA review fees and inspections.
5. Cost of legal notices and reproduction of contract documents.

Voice: 806.795.6431 • Fax: 806.747.8416 • Email: swanet@swalubbock.com • Web: swalubbock.com

STILES, WALLACE & ASSOCIATES
Architects • Planners • Interior Design
1615 Avenue M • Lubbock, Texas 79401

As always, we certainly appreciate the opportunity to work for you and the City of Lubbock. Please advise if you require additional information or explanation concerning this proposal.

Sincerely,
STILES, WALLACE & ASSOCIATES

M. Edward Stiles

M. Edward Stiles, AIA

Voice: 806.795.6431 • Fax: 806.747.8416 • Email: swanet@swalubbock.com • Web: swalubbock.com

City of Lubbock, TX
Capital Project
Project Cost Detail
June 12, 2014

Capital Project Number:	92238
Capital Project Name:	Facility Maintenance Fund

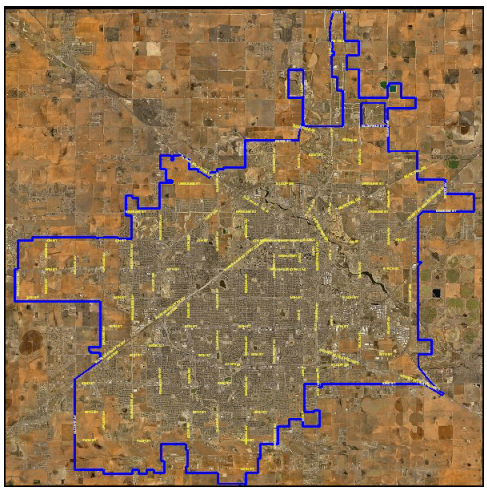
		Budget
Encumbered/Expended		
Agnew Architecture and Engineering Contract	$	4,536
Armko Industries, Inc.		18,097
Minnix Commercial Partners		206,608
Minnix Commercial Partners		70,825
Police Academy Roof		50,000
Agenda Item June 12, 2014		
Stiles, Wallace & Associates Amendment-1		21,007
Encumbered/Expended To Date		371,073
Estimated Costs for Remaining Appropriation		
Facility Maintenance		378,927
Remaining Appropriation		378,927
Total Appropriation	$	750,000

Managing Department **Building Services**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Major renovation and repair of City facilities. The Silent Wings Museum requires exterior water-proofing work, wet seal and glazing of exterior windows, selected roof repairs (metal portion), removal of existing floor covering down to existing terrazzo flooring, and polish and repair of the terrazzo flooring as required. Other facilities will be addressed/evaluated on an as needed basis. These facilities include, but are not limited to: Libraries, Municipal Square, etc.

Project Justification

Many City facilities require repair and renovation due to age and deterioration. The project will fund improvements on a priority basis as identified in the Facilities Maintenance Plan.

Project History

$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	500,000	250,000	0	0	0	0	0	750,000
Total Project Appropriation	500,000	250,000	0	0	0	0	0	750,000

			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 2011 General Fund Pay-As-You-Go	500,000	0	0	0	0	0	0	500,000
FY 2014 General Fund Pay-As-You-Go	0	250,000	0	0	0	0	0	250,000
Total Funding Sources	500,000	250,000	0	0	0	0	0	750,000

Regular City Council Meeting **6. 18.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Fleet Services: Consider resolutions authorizing the Mayor to execute purchase order contract 31019375 with Lubbock Truck Sales, Inc.; purchase order contract 31019376 with Associated Supply Company, Inc.; purchase order contract 31019373 with Yellowhouse Machinery Company for the purchase of Group 8 Heavy Duty Equipment, ITB 14-11853-DT.

Item Summary

The items below are a part of the Heavy Duty Equipment items approved in the FY 2013-14 Budget. Several vendors submitted bids and the lowest bid meeting specifications by item are listed below. The item numbers correspond to those shown on the bid tabulation.

Item 1: One 205 HP, All-Wheel Drive Motor Grader, Spec 9162 for Water Reservoir. The grader replaces one that is 22 years old. The hours and miles are unknown due to damage to the meter. The department will utilize the road grader to maintain the roads leading to the dam, the roadway on the dry face of the dam, the low water crossings in the wildlife mitigation areas, and the maintenance facilities. The known life to date repair cost for this unit totals over $7,000 however most of the repair and maintenance was performed internally by employees at either Bailey County or Lake Alan Henry.

Item 3: One Pneumatic-Tired Loader, Spec 9134 for the Solid Waste Landfill department. This unit will replace a 2009 loader with over 11,000 hours. The loader is used for daily compliance loading the daily soil cover into the dump trucks at both landfills as well as the mulching and grinding operations at the old landfill. The loader is also useful for moving portable windscreens for windblown litter and clearing of path ways to active work faces at both landfills in all weather conditions. The life to date repair cost for this unit exceed $108,000.

Item 5: One 15.6 Yard Dump Truck Two Spinner Assemblies, Spec 8712-ST for the Streets department. The truck will replace a 1992 truck with 110,000 miles. This purchase of the dump truck with the municipal body and snow plow has the multi-purpose bed so it can be used as a regular dump truck, or used as a sand/salt spreader truck. By replacing this truck with the municipal body it will allow the department more flexibility. The life to date repair cost for this unit is at $25,000.

Item 6: One 15.6 Yard Dump Truck One Spinner Assembly, Spec 8712-AM for the Alley Maintenance department. This truck will replace a 2000 model with 240,000 miles. This purchase of the dump truck with the municipal body and snow plow has the multi-purpose bed so it can be used as a regular dump truck, or used as a sand/salt spreader truck. By replacing this truck with the municipal body it will allow the department more flexibility. The life to date repair cost for this unit is at $40,000. A tabulation sheet is provided.

Bids were received from the following vendors
Warren CAT of Lubbock, TX
Associated Supply Company Inc. of Lubbock, TX
Yellowhouse Machinery Company of Lubbock, TX
Lubbock Truck Sales, of Lubbock Inc., TX

Staff recommends bid award of Item 1 to Yellowhouse Machinery Company of Lubbock, TX for $244,975; Item 3 to Associated Supply Company Inc. of Lubbock, TX for $238,900; and Items 5 and 6 to Lubbock Truck Sales Inc. of Lubbock, TX for $335,765.

Fiscal Impact

Item 1 is approved in the FY 2013-14 Water Operating Budget and the remaining items is approved through the Adopted FY 2013-14 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Keith Smith, Director of Public Works

Attachments

Resolution & Contract - Lubbock Truck Sales, Inc

Resolution & Contract - Associated Supply Company, Inc

Resolution & Contract - Yellowhouse Machinery Company

Tab Sheet

Group 8 Pictures

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. 31019375 for the purchase of Group 8 – heavy duty equipment as per ITB 14-11853-DT, by and between the City of Lubbock and Lubbock Truck Sales, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Lubbock Truck Sales-PurchaseOrd
May 20, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 05/19/2014
Order Number 31019375 000 OP
Branch/Plant 3526

TO: LUBBOCK TRUCK SALES INC
1801 E SLATON HWY
LUBBOCK Texas 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/19/2014 Freight .
Requested 05/19/2014 Taken By D.TORRES
Delivery PER L.COX/REQ 43246 ITB 14-11853-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
15.6 Yard Dump Truck with Two	1.000	166,823.0000	EA	166,823.00	11/21/2014
Spinner Assemblies, Spec 8712-ST					
15.6 Yard Dump Truck with One	1.000	168,942.0000	EA	168,942.00	11/21/2014
Spinner Assembly, Spec 8712-AM					
				Total Order	
Terms NET 30				335,765.00	

This purchase order encumbers funds in the amount of $335,765 awarded to Lubbock Truck Sales Inc. of Lubbock, Texas on June 12, 2014. The following is incorporated into and made part of this purchase order by reference: Quote dated April 25, 2014 from Lubbock Truck Sales of Lubbock Inc. of Lubbock, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: LUBBOCK TRUCK SALES

REVISED BID FORM
City of Lubbock, TX
Purchasing and Contract Management

In compliance with the **Invitation to Bid 14-11853-DT**, 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 14-11853-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	205 HP, All-Wheel Drive Motor Grader, Spec 9162.	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
2.	1	Each	Airless Self-Propelled Walk Behind Paint Striper, Spec 620-AIR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
3.	1	Each	Pneumatic-Tired Loader, Spec 9134	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
4.	1	Each	14-Foot Snow Pusher, Spec 625-AIR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
5.	1	Each	15.6 Yard Dump Truck with two spinner assemblies, Spec 8712-ST	$ 166,823.00	$ 166,823.00	90-120
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER 108SD					
6.	1	Each	15.6 Yard Dump Truck with one spinner assembly, Spec 8712-AM	$ 168,942.00	$ 168,942.00	90-120
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER 108SD					
				TOTAL	$ 335,765.00	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 10 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

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

THIS BID IS SUBMITTED BY LUBBOCK TRUCK SALES INC. a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as LUBBOCK TRUCK SALES INC. of the City of LUBBOCK

Firm: LUBBOCK TRUCK SALES Address: 1801 E. SLATON HWY

City: LUBBOCK State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 4/17/14 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 LUBBOCK TRUCK SALES and Franchise Dealer's License No. P15961

General Distinguishing No. P1596 (Franchised TX dealer)

By _____ Date: 4/25/14
Authorized Representative - must sign by hand

Officer Name and Title: MIKE IDEN SALES
Please Print

Business Telephone Number: 806-748-1529 FAX: 806-748-1240

E-mail Address: MIDEN@LUBBOCKTRUCKSALES.COM

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. 31019376 for the purchase of Group 8 – heavy duty equipment as per ITB 14-11853-DT, by and between the City of Lubbock and Associated Supply Company, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Associated Supply-PurchaseOrd
May 20, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 05/19/2014
Order Number 31019376 000 OP
Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
2102 E SLATON ROAD
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/19/2014 Freight .
Requested 05/19/2014 Taken By D.TORRES
Delivery PER L.COX/REQ 43246 ITB 14-11853-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pneumatic-Tired Loader	1.000	238,900.0000	EA	238,900.00	09/21/2014
Spec 9134					

Total Order 238,900.00

Terms NET DUE ON RECEIPT

This purchase order encumbers funds in the amount of $238,900 awarded to Associated Supply Company, Inc. of Lubbock, Texas on June 12, 2014. The following is incorporated into and made part of this purchase order by reference: Quote dated April 29, 2014 from Associated Supply Company, Inc. of Lubbock, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: ASCO

REVISED BID FORM
City of Lubbock, TX
Purchasing and Contract Management

In compliance with the **Invitation to Bid 14-11853-DT**, 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 14-11853-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
~~1.~~	~~1~~	~~Each~~	205 HP, All-Wheel Drive Motor Grader, Spec 9162.	~~$ 243750.00~~	~~$ 243750.00~~	~~60-90~~
	Model Year, Brand Name and Model Number:					
2.	1	Each	Airless Self-Propelled Walk Behind Paint Striper, Spec 620-AIR	$ NO BID	$ NO BID	
	Model Year, Brand Name and Model Number:					
3.	1	Each	Pneumatic-Tired Loader, Spec 9134	$ 238900.00	$ 238900.00	60-90
	Model Year, Brand Name and Model Number:					
4.	1	Each	14-Foot Snow Pusher, Spec 625-AIR	$ NO BID	$ NO BID	
	Model Year, Brand Name and Model Number:					
5.	1	Each	15.6 Yard Dump Truck with two spinner assemblies, Spec 8712-ST	$ NO BID	$ NO BID	
	Model Year, Brand Name and Model Number:					
6.	1	Each	15.6 Yard Dump Truck with one spinner assembly, Spec 8712-AM	$ NO BID	$ NO BID	
	Model Year, Brand Name and Model Number:					

	TOTAL	$ 238,900

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

- 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 Associated Supply Co. (ASCO) a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: _____ Address: 2102 E Slaton Rd

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____ Addenda No. _____ Date_____

Addenda No. _____ Date_____ Addenda No. _____ Date_____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific 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 Associated Supply Co (ASCO) and Franchise Dealer's License No. _____
General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 4/29/14
Authorized Representative - must sign by hand

Officer Name and Title: Chase Key Sales manager
Please Print
Business Telephone Number: 806-745-2000 FAX: 806-748-1268

E-mail Address: CKey@ascoez.com

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. 31019373 for the purchase of Group 8 – heavy duty equipment as per ITB 14-11853-DT, by and between the City of Lubbock and Yellowhouse Machinery Company, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Yellowhouse Machinery-PurchaseOrd
May 20, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 05/19/2014
Order Number 31019373 000 OP
Branch/Plant 3526

TO: YELLOWHOUSE MACHINERY COMPANY
3405 E SLATON HWY
LUBBOCK Texas 79417

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/19/2014 Freight .
Requested 05/19/2014 Taken By D.TORRES
Delivery PER L.COX/REQ 43246 ITB 14-11853-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
205 HP, All-Wheel Drive Motor	1.000	244,975.0000	EA	244,975.00	10/21/2014
Grader, Spec 9162					

Total Order

Terms NET 10 EOM 244,975.00

This purchase order encumbers funds in the amount of $244,975 awarded to Yellowhouse Machinery Company of Lubbock, Texas on June 12, 2014. The following is incorporated into and made part of this purchase order by reference: Quote dated April 29, 2014 from Yellowhouse Machinery Company of Lubbock, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: Yellowhouse Machinery Co.

REVISED BID FORM
City of Lubbock, TX
Purchasing and Contract Management

In compliance with the **Invitation to Bid 14-11853-DT**, 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 14-11853-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	205 HP, All-Wheel Drive Motor Grader, Spec 9162.	$ 244,975.00	$ 244,975.00	100
	Model Year, Brand Name and Model Number: 2014 John Deere 672GP					
2.	1	Each	Airless Self-Propelled Walk Behind Paint Striper, Spec 620-AIR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
~~3.~~	~~1~~	~~Each~~	~~Pneumatic-Tired Loader, Spec 9134~~	~~$ 247,300.00~~	~~$ 247,300.00~~	~~100~~
	Model Year, Brand Name and Model Number: 2014 John Deere 644K					
4.	1	Each	14-Foot Snow Pusher, Spec 625-AIR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
5.	1	Each	15.6 Yard Dump Truck with two spinner assemblies, Spec 8712-ST	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
6.	1	Each	15.6 Yard Dump Truck with one spinner assembly, Spec 8712-AM	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
				TOTAL	$ 244,975	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net _____ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

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

THIS BID IS SUBMITTED BY Yellowhouse Machinery Co. 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: _____ Address: _____

City: _____ State: _____ Zip _____

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 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 E D Etnyre and Manufacture's License No. 3330
2. Name Tracy Thompson and Converter's License No. 2862
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Tracy Thompson
Authorized Representative - must sign by hand

Date: 4-29-14

Officer Name and Title: Tracy Thompson Sec.
Please Print

Business Telephone Number: (806)335-1681

FAX: (806) 335-3042

E-mail Address: tracyt@yellowhouse.us

City of Lubbock, TX
Fleet Services
Bid Tabulation
June 12, 2014

ITB 14-11853-DT
Group 8 - Heavy Duty Equipment

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Options	Extended Warranty	Extended Cost
1	1	EA	205 HP, All-Wheel Drive Motor Grader, Spec 9162			**Slope Indicator**		
			Yellowhouse Machinery Company	**Lubbock, TX**	**244,975**	**Included**	**Included**	**$ 244,975**
			Warren CAT	Lubbock, TX	246,400	205	8,090	254,695
			Associated Supply Company Inc.	Lubbock, TX	243,750	4,435	13,191	261,376
3	1	EA	Pneumatic-Tired Loader, Spec 9134					
			Associated Supply Company Inc.	**Lubbock, TX**	**238,900**			**238,900**
			Yellowhouse Machinery Company	Lubbock, TX	247,300			247,300
			Warren CAT	Lubbock, TX	279,050			279,050
5	1	EA	15.6 Yard Dump Truck Two Spinner Assemblies, Spec 8712-ST					
			Lubbock Truck Sales Inc.	**Lubbock, TX**	**166,823**			**166,823**
6	1	EA	15.6 Yard Dump Truck One Spinner Assembly, Spec 8712-AM					
			Lubbock Truck Sales Inc.	**Lubbock, TX**	**168,942**			**168,942**

Item by Item

Yellowhouse Machinery Company., Item 1	Lubbock, TX	$ 244,975
Associated Supply Company Inc., Item 3	Lubbock, TX	238,900
Lubbock Truck Sales Inc., Item 5&6	Lubbock, TX	335,765

Item 1:



Item 3:



Item 5 & 6:



Regular City Council Meeting **6. 19.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31019437 with Kinloch Equipment & Supply, Inc. for an Elgin Crosswind Shared Power Dual Sweeper for the Street Department.

Item Summary

The purchase order contract is for the purchase of an Elgin Crosswind Shared Power Dual Sweeper for the Street Cleaning Department to continue with a street sweeping program. Currently, only major thoroughfare and collector streets are on a set schedule; residential street sweeping is by request only. Street sweeping is required in accordance to the Stormwater Maintenance Permit. The sweeper being replaced is four years old with over 2,300 hours. The replacement is needed on this equipment due to the constant repair of the water and hydraulic pumps as well as rust on the hopper and lift points due to the amount of dirt in its daily environment. Due to the specialty of this equipment, most of the repair and maintenance has been performed internally by staff so the known repair cost totals over $9,000.

The $197,657 purchase from from Kinloch Equipment & Supply, Inc. Pasadena, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 420-13, using an electronic purchasing system known as Buy Board. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

The equipment is funded through the approved FY 2013-14 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Keith Smith, Director of Public Works

Attachments

Resolution & Contract - Kinloch Equipment & Supply Inc
Street sweeper

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. 31019437 for the purchase of Elgin Crosswind Shared Power Dual Sweeper as per Buy Board 420-13, by and between the City of Lubbock and Kinloch Equipment & Supply Inc., of Pasadena, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Kinloch Equip-PurchaseOrd
May 22, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 05/21/2014
Order Number 31019437 000 OP
Branch/Plant 3526

TO: KINLOCH EQUIPMENT & SUPPLY INC
PO BOX 4919
PASADENA Texas 77502

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/21/2014 Freight

Requested 05/21/2014 Taken By D.TORRES

Delivery PER L.COX/REQ 42907 BUY BOARD 420-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Elgin Crosswind Dual Sweeper		197,657.0000	EA	197,657.00	10/31/2014

Total Order

Terms NET 30 197,657.00

This purchase order encumbers funds in the amount of $197,657 awarded to Kinloch Equipment & Supply Inc of Pasedena, Texas on June 12, 2014. The following is incorporated into and made part of this purchase order by reference: Quote dated May 14, 2014 from Kinloch Equipment & Supply Inc. of Pasedena, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Kinloch
Equipment & Supply, Inc.

Corporate
P.O. Box 4919
Pasadena, Texas 77502
Office (713) 473-6213
Fax (713) 473-7858
Toll Free (800) 231-6929

May 14, 2014

City of Lubbock
Cody Blevins

Mr. Blevins,

I am pleased to quote you an Elgin 2014 Crosswind Shared Power Dual Sweeper mounted on a 2015 Freightliner chassis. This sweeper has A/C, 240 gallons of water, 8 cubic yard debris body, 12 foot sweeping path and rear hydraulic dumping.

Crosswind ***Crosswind*** ***Crosswind***

Standard Features:

Patent-pending Shared Power system
Alternator, 95 amp
Auto Shutdown, Aux. Engine
Backup Alarm, electric
Blower, HARDOX®500 steel with linatex lined housing
Brooms, hydraulic rotation
Brooms, Dual
Camera, rear mounted
Console, w/rocker switches for all sweep functions, with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, volt meter and fuel lever indicator, water level gauge and warning lights for hopper "up", hopper rear door "open" and hopper "full", with auxiliary engine, RPM control, side broom down pressure controls and automotive style blade fuses
Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
Electronic Actuated Throttle, sweep resume/sweep transport/reverse pick-up
Fuel Water Separator on Aux Engine
Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls.
Hose, hydrant fill, 16'8" (5080 mm) with coupling
LED Clearance Lights
Lights; rear clearance and rear identification
Manuals, operator and parts
Mirrors, West Coast type with 8" convex inserts, one each side
Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suctions side
Water system; one rocker switch with HI / LOW setting, with manual valves for water control
Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
Side Broom Outer Position Stop
Trans Oil Cooler
Vacuum enhancer, external manually operated
Water tank, molded polyethylene, 240 gallons (907L)
Water pre-filter, hydrant fill hose

Kinloch
Equipment & Supply, Inc.

Corporate
P.O. Box 4919
Pasadena, Texas 77502
Office (713) 473-6213
Fax (713) 473-7858
Toll Free (800) 231-6929

Options and Accessories:
AM/FM/CD Radio
RH Inspection door and step
Left and Right Broom Tilt with in cab control
Strobe Light Cab
Deluge
Air ride seat installed on right side cab
Rear strobe/ arrow stick LED
LED Stop/ tail/ rear turn lights
Aux Hydraulic control
In hopper spray nozzles
In cab hopper dump control
Vacuum Enhancer in-cab control with in-cab display
Dual sidebroom scrubbing position
Manuals including service manuals for the aux engine and the M2 Chassis

Your BuyBoard price is $197,657.00

The BuyBoard Contract # is 420-13 Street Sweepers
*Price includes shipping and training

I appreciate your interest, let me know if you have any questions.

Sincerely,

Rick Mehrhoff
Kinloch Equipment & Supply Inc.
(817)613-6032


ELGIN

Regular City Council Meeting **6. 20.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading- Building Inspection: Consider Ordinance 2014-O0080 amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

All contractors required to obtain permits for work to be done pursuant to adopted building codes must first be registered with the Building Inspection Department. As a condition of registration, proof of fiscal responsbility in the form of bonds and/or insurance of a prescribed amount are normally required. At present, contractors must provide either a $20,000 compliance bond or a certificate of liability insurance in the amount of $100,000. More stringent requirements apply to house moving contractors. State-licensed contractors, such as plumbers, electricians, and HVAC contractors are already required by their licensing agencies to maintain a minimum $300,000 liability policy, which is sufficient for our local registration requirement.

Local roofing contractors are not state-regulated, and desire an increase in the fiscal responsbility requirements governing their sector of the industry in order to assist in policing their own. Specifically, they wish to see the bond required in addition to the liability insurance policy, and the latter increased to $300,000 for residential projects and $1,000,000 for commercial projects.

The Model Code and Construction Ordinance Advisory Board recommends approval.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official

Attachments

Ordinance for Roofing

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 28.04.006 AND ADDING 28.04.009 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO APPEAL OF DENIAL, SUSPENSION OR REVOCATION OF CONTRACTOR REGISTRATION TO THE BUILDING BOARD OF APPEALS; ROOFING CONTRACTOR BONDING, INSURANCE AND REGISTRATION REQUIREMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by amending the provision to provide for the appeal of the denial, suspension or revocation of contractor registration to the Building Board of Appeals, and providing for the bonding, insurance and registration of roofing contractors within the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT **Article 28.04.006** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 28.04.006

A situation where a registration has been denied, suspended or revoked under section 28.04.005(7)–(9) above may be appealed to the Building Board of Appeals.

SECTION 2. THAT **Article 28.04.009** of the Code of Ordinances of the City of Lubbock is hereby added to read as follows:

28.04.009 Roofing Contractors

No person engaged in the business of roofing shall demolish, repair, replace, or install any roof or roof covering on any building in any manner for which a permit is required by this code within the corporate limits of the City until such person has registered with the City as required by this section. These provisions shall not be construed as being applicable to work done by a roofing contractor under a subcontract to a general contractor who is

otherwise registered and permitted in accordance with this code. Application for registration as a roofing contractor shall be made upon forms provided by the building official. All data requested shall be provided. In addition to a completed application form, a roofing contractor must provide proof of both insurance and bonding, as specified below, at the time of application, as well as all required registration fees. Additionally, roofing contractors must comply with the provisions of Section 28.04.005, and shall obtain the following:

(1) Bond requirements for roofing contractors:

Any person, firm or corporation seeking registration as a roofing contractor in order to obtain permits required by this code shall file with the building official a good and sufficient bond in an amount and in accordance with the provisions set forth in Section 28.04.003 of this Code; and

(2) Insurance requirements for roofing contractors:

Any person, firm or corporation seeking to obtain permits as a roofing contractor as required by this code shall have in force a comprehensive general liability insurance policy in a minimum amount as specified in (3) below for the desired classification of work. Said policy shall include coverage for bodily injury and property damage with products liability and completed operations. Prior to approval of any permits, the applicant shall furnish the building official with a certificate of insurance evidencing the required insurance coverage. The certificate shall include the company name and DBA, if applicable, and shall clearly indicate the nature of the work for which permits are sought. The insurance coverage shall include a provision that in the event such coverage is cancelled or reduced, the insurance carrier shall notify the building official at least ten (10) days prior to such cancellation or reduction in coverage. Any active permit shall be automatically suspended during any period in which the applicant fails to maintain in effect the required insurance coverage.

(3) Classification of roofing work:

Roofing contractors performing work on residential (one and two family) buildings shall maintain a minimum general liability policy of $300,000.00. Those performing work on commercial (all other buildings) buildings shall maintain a minimum general liability policy of $1,000,000.00.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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 pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 6. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED

Passed by the City Council on first reading this ____day of _____, 2014.

Passed by the City Council on second reading this ____day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

as/Ord.Roofing Contract 2014
4.25.14

Regular City Council Meeting **6. 21.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Municipal Court: Accept resignation of current temporary substitute judge; appoint new temporary substitute judge.

Item Summary

Accept resignation of Judge Barbara Dickerson; Appoint Travis Sandoval as new Temporary Substitute Judge.

Fiscal Impact

None.

Staff/Board Recommending

Robert A. Doty Presiding Judge Municipal Court

Attachments

Resolution - Substitute Judge

RESOLUTION

WHEREAS, Subsection 30.00008(b) of the Government Code of the State of Texas provides that the governing body of the City of Lubbock may appoint one or more temporary substitute judges for the Lubbock Municipal Court of Record; and

WHEREAS, such temporary substitute judges shall meet the same qualifications to serve as are required of the Presiding Judge of the Municipal Court; and

WHEREAS, Barbara Dickerson has tendered her resignation as a temporary substitute judge of the Municipal Court of Record; and

WHEREAS, the City Council and the Presiding Judge of the Lubbock Municipal Court of Record desire to appoint a new temporary substitute judge for the Lubbock Municipal Court of Record; 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 hereby accepts the resignation of Barbara Dickerson as temporary substitute judge of the Lubbock Municipal Court of Record, effective as of the moment her successor shall be sworn in;

SECTION 2: THAT the Lubbock City Council and the Presiding Judge express their appreciation and gratitude to Barbara Dickerson for her long and faithful service to the citizens of Lubbock as a temporary substitute judge of the Lubbock Municipal Court of Record;

SECTION 3: THAT the City Council of the City of Lubbock here by appoints Travis Sandoval as a temporary substitute judge of the Lubbock Municipal Court of Record. This appointment shall be effective upon the final passage of this Resolution and his swearing-in. The said temporary substitute judge shall serve as needed and at the pleasure of the Presiding Judge of the Lubbock Municipal Court and said temporary substitute judge shall receive such pay as shall be provided for such position by the City Council in the annual City of Lubbock budget.

Passed by the City Council this _____ day of _____, 2014.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Robert Doty, Municipal Judge

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Temp Substitute Judge Mun Ct
5.19.14

Regular City Council Meeting **6. 22.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Fire: Consider a resolution authorizing the Mayor to execute contract 11862 with Daco Fire Equipment for protective clothing with annual pricing for structural fire fighting, ITB 14-11862-KS.

Item Summary

This contract establishes annual pricing for the purchase of protective bunker gear for new recruits and the replacement of bunker gear or individual components of the gear that either fail National Fire Protection Agency testing or becomes unserviceable due to damage that occurs during the course of emergency responses.

Bids received were from a single vendor as follows:

Daco Fire Equipment of Lubbock, TX:
$312,725 for approx. 175 replacement sets of Protective Coats/Pants as specified and or,
$160,920 for approx. 240 replacements of individual gear components as specified

Staff recommends contract award to sole bidder meeting specifications, Daco Fire Equipment of Lubbock, TX. The contract is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual quantities needed. The contract term is two years with an option to renew annually for up to 3 additional one-year terms.

Fiscal Impact

Personal protective equipment is an annual budgeted expense with funds available in this year's budget.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - Daco Fire Equipment

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. 11862 for protective clothing for structural fire fighting, by and between the City of Lubbock and Daco Fire Equipment, 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Daco Fire Equip
May 21, 2014

City of Lubbock, TX
Contract for
Protective Clothing for Structural Fire Fighting

THIS CONTRACT made and entered into this **12th** day of **June, 2014**, by and between the City of Lubbock ("City"), and **Daco Fire Equipment**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Other Clothing Supplies 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 Other Clothing Supplies.

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 Other Clothing Supplies and more specifically referred to as Items 1–6 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto and Insurance required in Exhibit A. The contract shall be for a term of two year, with the option of three, one year extensions, said date of term beginning upon formal approval. 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.
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. 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.
7. 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.

8. 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.

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

10. This Contract consists of the following documents set forth herein; Invitation to ITB 14-11862-KS, 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:

Michael Kemp, Fire Chief

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

GARRETT DOBMEIER

Print Name

201 AVE R

Address

LUBBOCK, TX 79415

City, State, Zip Code

City of Lubbock, TX
Purchasing & Contract Management
ITB 14-11862-KS, Protective Clothing for Structural Fire Fighting
III – INSURANCE COVERAGE REQUIRED

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
PROFESSIONAL LIABILITY			
☐ _____		General Aggregate	____
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Aggregate	1,000,000
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	____
		Aggregate	____
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	____
☐ _____		Other than Auto Only:	
		Each Accident	
		Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☐ CARGO			____
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS			
OR			
OCCUPATIONAL MEDICAL AND DISABILITY			____
☒ EMPLOYERS' LIABILITY			

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except* _____

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

City of Lubbock, TX
BID FORM
Protective Clothing for Structural Fire Fighting

In compliance with the **Invitation to Bid 14-11862-KS**, 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 **14-11862-KS** 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.	175	Each	Protective coats, as specified herein.	$1,090.00	$190,750.00	75-90
2.	175	Each	Protective trousers, as specified herein.	$ 697.00	$121,975.00	75-90
3.	60	Each	Outer shell, as specified herein.	$COAT 729.00	$43,740.00	75-90
				PANT 439.00	26,340.00	75-90
4.	60	Each	Thermal liner and moisture barrier assemblies, as specified herein.	$COAT 362.00	$37,920.00	75-90
				PANT 261.00	15,660.00	75-90
5.	60	Each	Individual thermal liners, as specified herein.	$COAT 180.00	$ 10,800.00	75-90
				PANT 136.00	8,160.00	75-90
6.	60	Each	Individual moisture barriers, as specified herein.	$COAT 181.00	$ 10,860.00	75-90
				PANT 124.00	7,440.00	75-90
				Total Cost (Items 1-6)	$ 473,645.00	

OPTION:

1.	60	Each	Optional individual thermal liners, as specified herein.	$ N/B	$	
				Total Cost	$473,645.00	

***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.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract

period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY DACO FIRE EQUIPMENT 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: DACO FIRE EQUIPMENT

Address: 201 AVE R

City: LUBBOCK State: TX Zip 79415

Bidder acknowledges receipt of the following addenda:

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

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

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

By _____ Date: 5-12-14

Authorized Representative - must sign by hand

Officer Name and Title: GARRETT DOBMEIER

Please Print

Business Telephone Number 806-763-0808 FAX: 806-763-9151

E-mail Address: garrett@dacofire.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.

SPECIFICATIONS

City of Lubbock, TX
ITB 14-11862-KS
Protective Clothing for Structural Fire Fighting

GENERAL REQUIREMENTS

Delivery:

a. The delivery of garments for all orders other than "Rush" orders shall be required within 80 days of the receipt of the order.

b. The Department shall reserve the right to order up to twenty (20) sets of gear during each contract period on an expedited (rush) basis. The delivery of garments for all "Rush" orders shall be required within 45 days of the receipt of the order. There shall be no additional charge or fee for a "Rush" order.

c. Each order will be faxed to the bidder/manufacturer during normal business hours. The date on the fax confirmation printed by the City of Lubbock fax machine shall serve as the documentation for determining compliance with the delivery requirements. The calendar day immediately following the date of the fax confirmation shall be the first day of the delivery period. All deliveries shall be made to the Lubbock Fire Department, Fire Administration Complex, 1515 East Ursuline, Lubbock, TX 79403. Bidders must understand that adherence to the delivery schedule is essential, and failure to comply with the delivery requirements will result in damage to the City of Lubbock. Therefore, the successful bidder will pay the City five percent (5%) of the invoice price of each item received after the specified delivery time, but within ten calendar days of the specified delivery time. For every calendar day over ten (10) that an item is late, the bidder will pay the City an additional one percent (1%) of the invoice price. Such sum may be deducted from payments due or payments to become due to the bidder as liquidated damages. Such liquidated damage amounts are not to be considered a penalty, but shall be deemed taken and treated as reasonable liquidated damages.

2. **Training:**

a. The bidder/manufacturer shall send a properly trained representative to measure personnel for each order, or provide training on the proper measuring method for selected members of the Support Services Division. In either case, the bidder/manufacturer shall be responsible for fit and shall alter garments as necessary to achieve a proper fit at no charge to the Lubbock Fire Department. The bidder/manufacturer shall be responsible for all transportation costs incurred.

b. The bidder/manufacturer shall provide training for one (1) to three (3) selected members of the Lubbock Fire Department on the proper care, maintenance and inspection of garments. This should include all necessary information about acceptable cleaning products and cleaning methods as well as comprehensive instructions on inspecting garments for signs of wear or damage. This training shall be provided by an employee of the garment manufacturer who is well qualified to provide such training.

c. This training may be conducted at the manufacturer's facilities or at the Lubbock Fire Department's facilities. In either case, all expenses associated with providing this training (including travel, lodging, meals, etc.) shall be the sole responsibility of the bidder.

d. **NOTE:** This training must be provided one time during the initial year of the contract. Any additional training will not be the responsibility of the bidder/manufacturer.

3. **Guarantee:**

a. The bidder/manufacturer shall guarantee that the garments provided meet all of the requirements set forth in these specifications. Should it be found that the garments do not meet the requirements of these specifications and/or any alternatives accepted by the Lubbock Fire Department, the bidder/manufacturer shall be required to make any corrections at no charge to the Lubbock Fire Department. The bidder/manufacturer shall be responsible for all transportation costs incurred.

b. The bidder/manufacturer shall provide a limited lifetime warranty against material and workmanship defects in its products when used by appropriately trained personnel following

accepted procedures and when the products' warnings, use and care instructions have been properly followed. Any defects in material or workmanship shall be corrected/repaired by the manufacturer at no charge to the Lubbock Fire Department. The bidder/manufacturer shall be responsible for all transportation costs incurred. Documentation confirming the warranty being provided shall be furnished with the bid.

4. **Repairs:**
   a. The bidder/manufacturer shall have an in-house repair facility available to the City of Lubbock for non-warranty related repairs on a fee per repair basis or have a written agreement with a cleaning and repair service that authorizes the cleaning and repair service to complete repairs on the manufacturer's garments. If repairs are to be handled by a cleaning and repair service, documentation confirming the manufacturer's agreement with the cleaning and repair service shall be furnished with the bid.

   b. **NOTE:** Any cleaning and repair service that is used must be acceptable to both the manufacturer and the City. If, for any reason, the manufacturer or the Department objects to using a particular cleaning and repair service, a different cleaning and repair service must be utilized. The manufacturer shall supply a list of cleaning and repair services that are authorized to complete their repair work.

5. **Alternates:**
   a. The Lubbock Fire Department will not consider "minor" design, style, and construction alternatives to some of these specifications; however any proposed **ALTERNATIVE** shall be submitted in writing to Marta Alvarez, Director of Purchasing and Contract Management, City of Lubbock, 1625 13th Street, Room 204, Lubbock, Texas 79401, no later than May 13, 2014, at 3:00 p.m. CST. The envelope containing the alternate must be identified with the bid number ***14-11862-KS*** and marked "**ALTERNATE BID**". Each alternative must be clearly identified and explained. Adequate documentation must be submitted to show that the proposed alternative provides an equivalent or enhanced level of performance to that specified. **The Lubbock Fire Department will decide if an alternative is acceptable and shall be the sole judge of which garments and/or alternatives best meet the needs of the Department. The decision of the Lubbock Fire Department shall be final.**

6. **Samples:**
   a. The Lubbock Fire Department may, at their discretion, require the apparent successful bidder to submit a sample coat and sample trousers manufactured to these specifications within 14-21 working days of notification. The sample will be inspected for compliance with these specifications, compliance with NFPA standards, and quality of workmanship. The sample will be disassembled as necessary to facilitate the inspection. If the sample passes inspection, it shall be repaired as necessary by the bidder/manufacturer at no cost to the Lubbock Fire Department. The sample will then be accepted as the first item, or items, of the order. If the sample does not pass inspection, the Lubbock Fire Department reserves the right to return the sample to the manufacturer for corrections or to reject the sample, return it to the manufacturer, and contact the next apparent best bidder.

   b. **NOTE:** Should the apparent successful bidder be one with whom the Lubbock Fire Department has no recent experience, the bidder will be required to submit a sample coat and trousers manufactured to these specifications within 14-21 working days of notification for inspection. Failure to do so shall disqualify the bidder.

7. **Awards:**
   a. The awarding of this contract will be based on a **Best Value Basis.** The Lubbock Fire Department will be the sole and final judge as to what is the best value for the department. The factors that will be taken into consideration when judging the best value include, but are not limited to, the following items that are listed in order of importance:
      1. The design features, and performance offered for the coat and pants;
      2. The cost of each coat and pants;
      3. The cost of replacement thermal liner and moisture barrier assemblies;
      4. The cost of replacement thermal liners and replacement moisture barriers; and,
      5. The cost of the options called for in these specifications.

GENERAL GARMENT REQUIREMENTS

1. The design, materials, workmanship, construction, and performance of these garments shall meet or exceed the requirements of the most current Edition of NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting. Should there be a conflict between the design criteria, performance requirements, materials, or construction methods in these specifications and the NFPA Standard, the more stringent requirement shall apply.

2. The protective garments shall be coats and trousers that have been designed and constructed to provide adequate coat/trouser overlap of all three layers (outer shell, moisture barrier, and thermal liner) to protect the wearer when bending, crawling, or stretching as required by the current edition of NFPA 1500, Standard on Fire Department Occupational Safety and Health Program.

3. Garments shall be third party tested, certified, and listed for compliance to the most current Edition of NFPA 1971 by SEI (Safety Equipment Institute) or UL (Underwriters Laboratories). Documentation from a third party testing/certification organization confirming that the garments bid are certified and listed shall be furnished with the bid.

4. Garments shall be of modular design so thermal liner/moisture barrier assemblies and outer shells of the same size are interchangeable, allowing a barrier assembly or outer shell to be replaced without replacing the entire garment.

5. Neoprene coated needle punch and/or other neoprene-coated materials are not permitted unless called for by these specifications. Exceptions: Neoprene-coated FR polyester/cotton binding tape may be used. Neoprene may be used to waterproof the radio pocket. Neoprene may also be used to supplement the waterproofing in the knee area.

6. Garment composites (consisting of outer shell, moisture barrier, and thermal liner) shall exhibit a Thermal Protective Performance (TPP) of not less than 38 when tested in accordance with the most current Edition of NFPA 1971. Additionally, there shall be a "thermally enhanced zone" that shall have a TPP rating exceeding 38. Documentation confirming the TPP rating of the garments and the "thermally enhanced zone" shall be provided by the third party testing/certification organization or the manufacturing mill and furnished with the bid. The "thermally enhanced zone" is defined in Coat Thermal Reinforced Yoke of these specifications. Garment composites (consisting of outer shell, moisture barrier, and thermal liner) shall exhibit a Thermal Heat Loss (THL) of not less than 205 when tested in accordance with the most current Edition of NFPA 1971. Documentation confirming the THL rating of the garments shall be provided by the third party testing/certification organization or the manufacturing mill and furnished with the bid.

7. Nomex thread of a size and type sufficient to meet or exceed the requirements of the most current edition NFPA 1971 shall be used in the construction of these garments.

8. All hook and loop material used in the construction of these garments shall be high quality, heavy duty and fire retardant. Garments shall be designed, and all hook and loop material installed, in such a manner that the hook and loop is completely covered when the garments are properly worn during fire fighting operations.

9. All stress points such as pockets, flaps, zippers, storm flap, tabs, and other areas requiring reinforcement shall be reinforced using bar tacks. Rivets shall not be acceptable as reinforcements.

10. All hardware attachments (hook and dees, snaps, rivets, etc.) shall be properly reinforced.

Janesville® V-Force™ or Equal
Protective Clothing Specification
NFPA 1971, 2007 Edition

SCOPE: The purpose of the clothing is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

_X_ COMPLIANT ____ EXCEPTION

STANDARDS: All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OHSA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester shall denote certification.

_X_ COMPLIANT ____ EXCEPTION

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality. . The manufacturer shall not sub-contract the sewing of any garment component unless the sub-contractor is also certified to the requirements of ISO 9001 and has been listed as a sub-contractor.

_X_ COMPLIANT ____ EXCEPTION

COMPOSITE PERFORMANCE: The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 38 when tested in accordance with NFPA 1971 standard.

_X_ COMPLIANT ____ EXCEPTION

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 when tested in accordance with NFPA 1971 standard.

_X_ COMPLIANT ____ EXCEPTION

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

_X_ COMPLIANT ____ EXCEPTION

OUTER SHELL MATERIAL: 7.5 oz/sq. yd 60% KEVLAR®/20% NOMEX® III/20% Zylon® ripstop weave with water/stain repellent finish. Color shall be natural. **ADVANCE ULTRA™**

__X__COMPLIANT _____EXCEPTION

MOISTURE BARRIER MATERIAL: NOMEX® substrate laminated to a lightweight breathable, CROSSTECH BLACK® (Type 2F), Teflon membrane; weighing 5.0 oz./sq. yd.

__X__COMPLIANT _____EXCEPTION

THERMAL LINER MATERIAL: The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Nomex spun yarns, with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ face cloth shall be quilted to one layer spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

__X__COMPLIANT _____EXCEPTION

STRESS POINTS: All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42 stitch minimum bar tack.

__X__COMPLIANT _____EXCEPTION

REFLECTIVE TRIM: All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment. All trim shall be 3" Scotchlite™ II (triple trim) of red/orange, for Chief Officers, or lime/yellow, for FF, EO, LT, and CPT

Coat trim shall be applied as follows: **Viz-a-V Pattern:** One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest; two 3" V shaped vertical strips shall be set at an angle from hem trim to back chest trim of the coat. Additional strip shall be set vertical down flap of fallen man harness.

Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff.

__X__COMPLIANT _____EXCEPTION

SIZES: Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

_X_ COMPLIANT _____ EXCEPTION

LABELING: Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

Do Not Remove This Label

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2007 EDITION

MADE IN THE U.S.A.

_X_ COMPLIANT _____ EXCEPTION

TRACKING LABEL SYSTEM: There shall be a PDF417, two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

a. unique serial number
b. item description (brand, model, material color)
c. lot information (date of mfg., size, etc.)
d. material description
e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

_X_ COMPLIANT _____ EXCEPTION

USER INFORMATION GUIDE: Each garment shall include a *User Information Guide* with information required by NFPA 1971. This guide shall include:

(a) Pre-use information:
- Safety considerations.
- Limitations of use.
- Garment marking recommendations and restrictions.
- A statement that most performance properties of the garment cannot be tested by the user in the field.
- Warranty information.

(b) Preparation for use:
- Sizing/adjustment.
- Recommended storage practices

(c) Inspection:
- Inspection frequency and details.

(d) Don/Doff:
- Donning and doffing procedures.
- Sizing and adjustment procedures.
- Interface issues.

(e) Use:
- Proper use consistent with NFPA 1500, *Standard on Fire Department, Occupational Safety and Health Program*, and 29 CFR 1910, 132.

(f) Maintenance and Cleaning:
- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
- Inspection details.
- Maintenance criteria and methods of repair where applicable.
- Decontamination procedures for both chemical and biological contamination.

(g) Retirement and disposal:
- Retirement and disposal criteria and considerations.

(h) Drag Rescue Device (DRD)
- Use, inspection, maintenance, cleaning and retirement of the DRD.

__x__COMPLIANT _____EXCEPTION

WARRANTY: Each garment shall have a limited lifetime warranty against defects in material and workmanship which should be registered using the internet address on the provided sticker with each garment.

__x__COMPLIANT _____EXCEPTION

V-Force™ Coat or Equal

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of our innovative V-fit design for optimum comfort and mobility. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure - 32", or 35" long. (29" or 32" female) Sleeves shall be of raglan design.

_X_ COMPLIANT _____ EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 4" wide, CROSSTECH®/NOMEX® pajama check extension sewn the full length of the neck with FR loop 3/4" wide sewn along entire edge and on both sides at the end. There will also be a 4" wide, piece of Black NOMEX® with a 2" piece of self material extension sewn the full length of the neck with FR hook 3/4" wide sewn along the entire edge of the Black NOMEX® Five female snaps will be spaced along the edge of the self material for attachment to the outer collar.

_X_ COMPLIANT _____ EXCEPTION

The liner shall have one (1) 8.5" x 8.5" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Quilt Thermal Liner Construction: The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

_X_ COMPLIANT _____ EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

_X_ COMPLIANT _____ EXCEPTION

COLLAR: The 3" split collar shall consist of two piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of CROSSTECH® BLACK (Type 2F). The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have multiple pieces ¼" hook along top edge for liner attachment. Collar shall close left to right.

The liner collar shall be a layer of self-material and a layer of CROSSTECH® BLACK (Type 2F). The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide CROSSTECH® Black (Type 2F) and 1.5" self-material extension shall be sewn the full length of the neck with two pieces of 1" loop for attachment to shell collar. The self-material extension shall overlap the shell collar to prevent exposure of the hook and loop. Collar closure shall be provided by FR hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. The collar shall be attached to the liner facing using 3/4" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

_X_ COMPLIANT _____ EXCEPTION

DRAG RESCUE DEVICE (DRD): The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2.25" x 5.25" flap that is sewn in at the neck /collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell just above the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set to coat in the shoulder cap area to keep straps in proper position for use.

PURPOSE OF THE HARNESS

Fire Fighter Recovery Harness (Harness) provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the Harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury. This product is only for structural firefighting operations.

_X_ COMPLIANT _____ EXCEPTION

HANGER LOOP: An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

X COMPLIANT _____EXCEPTION

THERMAL REINFORCED YOKE: A layer of Semper Dri (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to one layer E-89™ spunlace aramid 85%NOMEX®/15% KEVLAR® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish and one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% NOMEX®/15% KEVLAR® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish (total weight +/- 6.8 oz./sq. yd.)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion and raglan sleeve of the thermal liner across the upper back and shoulder for approximately 7".

X COMPLIANT _____EXCEPTION

SHOULDER CAPS: A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

X COMPLIANT _____EXCEPTION

V-FIT™ ELBOW: The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include cut outs, shaped pieces, and darts to create free movement with few restrictions.

The insert shall consist of polymer coated aramid, gold in color, for abrasion resistance and thermal protection

X COMPLIANT _____EXCEPTION

SLEEVE WELL/WRISTLET MOUNTING: A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of Nomex®/Kevlar® spunlace (total weight +/- 6.0-6.8 oz./sq. yd)) and one layer of breathable CROSSTECH® BLACK (Type 2F) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. A 3/4" wide strip of FR loop fastener shall be sewn full circumference to the end of the thermal liner leader to help secure the combination liner to the outer shell. A CROSSTECH® BLACK (Type 2F) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall reduce water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the FR loop fastener of the combination liner sleeve end with the FR hook fastener on the outer shell sleeve. This method of combination liner attachment shall reduce any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

__x__ COMPLIANT _____ EXCEPTION

WRISTLETS: An internal wristlet shall consist of a 2-ply KEVLAR® / NOMEX® / Spandex® construction knitted not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

__x__ COMPLIANT _____ EXCEPTION

CUFFS: The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

__x__ COMPLIANT _____ EXCEPTION

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

__x__ COMPLIANT _____ EXCEPTION

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

__x__ COMPLIANT _____ EXCEPTION

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the left side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric. The storm flap shall close from left to right.

__x__ COMPLIANT _____ EXCEPTION

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to the left bottom for fast closure and exit. The storm flap closure shall consist of double-stitched 1" wide FR hook and loop attachment with FR hook fastener sewn on the right front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

__X__COMPLIANT _____EXCEPTION

FLASHLIGHT ATTACHMENT: There shall be (1) 5"x3"1-layer self-fabric patch attached to coat on the RIGHT chest at the same height as the radio pocket. A utility snap hook shall be attached to a 5"x3" 1-layer self-fabric patch. Utility snap shall be securely riveted with (3) leather reinforced rivets.

A 1" x 2.5" triple layer self fabric strap shall be bartacked on each end and to be centered between the utility snap and the flashlight tie two strap.

FLASHLIGHT STRAP: 1x10" 2 layers self fabric flashlight strap X-stitched to shell with 1 piece 1x3" hook & 1 female logo on one end, 1 piece 1x3" loop & 1 male snap on opposite end. Shall be located on right chest 4" down from the bottom of the MF003 utility snap hook

__X__COMPLIANT _____EXCEPTION

RADIO POCKET: One 4" wide x 8" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back shall be located on LEFT chest.. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture.

Pocket flaps shall be 4.5"x 5". Pocket shall be fully lined all 3 sides inside pocket with polycotton lining. Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically.

MIC TAB: There shall be a 1" X 3" triple layer self -fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack shall be located on the left chest above radio pocket

__X__COMPLIANT _____EXCEPTION

IDENTIFICATION PATCH: There shall be (1) 1" x 4" self-fabric letter patch with Velcro attachment located on the radio pocket flap. Using black thread fire fighter's name shall be spelled using 1st initial last name in ½" block letters.

__X__COMPLIANT _____EXCEPTION

EMBLEMS:

There shall be a 2.5"x 4.25" American Flag patch, with stars in the upper left corner, sewn to the coat LEFT sleeve.

There shall be a 2.5" x 4.25" Texas State Flag emblem sewn to the coat RIGHT sleeve.

X COMPLIANT _____EXCEPTION

NAME LETTERING PATCHES: There shall be (1) 5"x18" contoured 1-layer self-fabric one-line Letter Patch attached to hang from back hem. There shall be (1) male snap at each top corner of hanging letter patch (total of 2 male snaps) and (2) female non-logo snaps on the inside of the shell to align with the male snaps. Hook & loop shall also be used to attach patch to coat.

There shall be 2" lime yellow sew-on Scotchlite letters, sewn on the patch spelling the fire fighter's name using 1st initial and last name for all fire fighters, equipment operators, lieutenants, and captains.

There shall be 2" red orange sew-on Scotchlite letters, sewn on the patch spelling the fire fighters name using 1st initial and last name for all chiefs.

X COMPLIANT _____EXCEPTION

TURN-OUT POCKETS: Two 9" x 9" Semi-bellow and handwarmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket.

There shall be a 6" opening on the rear side of the bellow of the pocket Pocket shall be lined inside with Semper Dri™ thermal liner material and have a KEVLAR® twill backer.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced with two layers of Lite-N-Dri™ for stability.

A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

X COMPLIANT _____EXCEPTION

V-Force™ High-Back Pant Or Equal

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design with five inch high back panel with hook and loop for support panel of Lion V-Back™ suspenders (required with these pants).

_X_ COMPLIANT _____ EXCEPTION

EXTENDED BACK PANEL: A back panel shall be constructed of two layers of outer shell material, one middle layer of moisture barrier material and one layer of thermal liner material. One piece self fabric flap 9" wide x 5" high with 9" x 5" hook to attach suspenders. This panel shall be stitched to the perimeter of the outer shell and shall measure 10" across the top, 19" across the bottom (being graded for waist size), and extend 5" above the pant waist with 9" x 5" loop. See V-Back™ suspender specification.

_X_ COMPLIANT _____ EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to one layer E-89™ spunlace aramid 85%NOMEX®/15% KEVLAR® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish and one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% NOMEX®/15% KEVLAR® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 6.8 oz. /sq. yd.)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection to the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner at the knee.

_X_ COMPLIANT _____ EXCEPTION

Quilt Thermal Liner Construction: The CROSSTECH®/NOMEX® pajama check moisture barrier shall not be separable from the thermal liner. There shall be a inspection port for total moisture barrier inspection. In addition there shall be snaps along the waist and bottom leg opening for alignment. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

_X_ COMPLIANT _____ EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

X COMPLIANT _____EXCEPTION

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Velcro stitching will be double rows. Pant closure shall be provided by a thermo plastic zipper. Also, a hook and dee ring closure shall be used for quick one motion closing at the waist. The hook shall be 2.5" in length, made of a zinc non ferrous metal alloy and weigh 1.2 oz. +/- 5%. It shall be securely fastened to the pant by means of a 5/8" wide, treated leather take up strap looped through the rear of the buckle and triple riveted to the pant shell with leather backed rivets. The dee shall be made of a non ferrous metal alloy 2" long x 1 1/16" wide and secured by two leather backed rivets to the leading edge of fly flap.

The storm fly shall be outer shell material, lined with a 4." strip of CROSSTECH® BLACK (Type 2F) moisture barrier material and Semper Dri ™to prevent wicking.

TAKE UP STRAP: There shall be a hook and dee ring shall be used for a quick one-motion closure. The hook shall be 2.5" in length, made of a zinc non-ferrous metal alloy and weigh 1.2 oz. +5%. It shall be securely fastened to the pant by means of a 5/8" wide, treated leather take-up strap looped through the rear of the buckle and triple riveted to the pant shell. The dee shall be made of a non-ferrous metal alloy 2" long x 1 1/16" wide and riveted to the fly flap with two rivets.

X COMPLIANT _____EXCEPTION

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

X COMPLIANT _____EXCEPTION

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1- ply of outer shell material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Two-2" wide self-material suspender tabs with snaps shall be attached to waist front for suspender attachment.

__X__COMPLIANT _____EXCEPTION

EXTERNAL TAKE-UPS: There shall be two waist straps sewn and bar tacked 2 ½" down from the top of the waistband. One strap shall be installed on the right side and one on the left side constructed out of one piece of shell material folded to two layers and sewn to form a 1/2" wide strap. Each strap shall be a minimum of 8 ½" in length. These take-up straps shall have a 5/8" nickel plated postman style slide buckle which shall be attached by a piece of shell material six (6) inches in length folded to form two layers. The strap is sewn to form an attachment strap approximately three (3) inches in length designed for quick take-up adjustment.

__X__COMPLIANT _____EXCEPTION

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

__X__COMPLIANT _____EXCEPTION

V-FIT™ KNEE: The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

In addition to reinforcement, knees shall be padded using 1/8" thick, fire retardant closed-cell foam and one layer of silicone padding. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

__X__COMPLIANT _____EXCEPTION

CUFFS: The cuff area of the pant shall be reinforced with a binding of polymer coated KEVLAR® (Gold) not less than 2" in total width for greater strength, abrasion resistance, and thermal protection.

__X__COMPLIANT _____EXCEPTION

BOOT CUT CUFF: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff

__X__COMPLIANT _____EXCEPTION

LEG TABS: 2 Leather leg tabs 3/4" wide x 1 3/4" long with female snaps. Bartacked 2" up from bottom edge on inside. (1 on inseam 1 on outseam)

__X__COMPLIANT _____EXCEPTION

RECORDS ID POCKET: There shall be (1) 3.5x5.5" black outer shell liner pocket with flap, 2 pieces 1x1" loop on pocket corners and 2 pieces 1x1 hook on flap corners sewn to the inside of the thermal liner on the right side, 1" below waistband.

__X__COMPLIANT _____EXCEPTION

TURN OUT POCKETS: Right thigh tool pocket. One 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back.

Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, (2) layers self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create (6) tool compartments.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 5" x 10". A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and (3) pieces of 1.5" x 3" hook fastener vertically on the underside of the flap.

Left thigh split bellow. One 10" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket shall be split 6" front and 4" back inside pocket with a KEVLAR® twill divider.

Pockets shall be fully lined all 3 sides inside pocket with Kevlar® twill. Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 11"x 5. A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener horizontally on the pocket and (2) pieces of 1.5" x 2.75" hook fastener set vertically on the underside of the flap.

X COMPLIANT _____EXCEPTION

MASTER SPECIFICATIONS

V-Back™ Quick Adjust H-Back Suspenders With Snap Tab Attachments Or Equal Model No SR840-00(SR836-00, SR845-00) Or Equal

SCOPE

A highly engineered 40" red suspender designed for greater range of mobility and reduced stress allowing for three points of attachment to V-Force™ Highback pants with hook and loop in back and snap attachment in front.

DESIGN

Two 12" **front pull straps** shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" **shoulder straps** shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and one 42-stitch bartack. Two **6" back straps** made of 2" wide elastic webbing shall be joined with box and x-stitch at the bottom of each V-shaped shoulder pad. The end of each back strap shall be single-needle lock-stitch to an 8" wide by 4" high hook and loop panel for securing to V-Force back panel.

V-SHAPED SHOULDER PADS

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 15" long ending in a 5" high back reinforcement pad. Each shoulder pad shall have an embroidered Lion Head Logo.

LIFETIME WARRANTY

All products shall be warranted against defects in materials and workmanship for the useful life of the product.

X
_____COMPLIANT _____EXCEPTION

V-FORCE™ PANT WITH BELT

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design with a two inch KEVLAR® belt.

X COMPLIANT _____EXCEPTION

BELT: Two inch wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick-release mechanism.

X COMPLIANT _____EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd.)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

Quilt Thermal Liner Construction: The CROSSTECH® Black (Type 2F) moisture barrier shall be sewn to the thermal liner at its perimeter. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

X COMPLIANT _____EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT:

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

X COMPLIANT _____EXCEPTION

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

X COMPLIANT _____EXCEPTION

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Velcro stitching will be double rows. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermo plastic zipper.

The storm fly shall be outer shell material, lined with a 4." strip of CROSSTECH® (Type 2F) moisture barrier material.

__X__COMPLIANT _____EXCEPTION

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

__X__COMPLIANT _____EXCEPTION

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Two-2" wide self-material suspender tabs with snaps shall be attached to waist front for suspender attachment.

Three belt loops of two-layers of self-fabric, 4" wide by 3 1/2" high shall be double stitched to pant shell and bartacked at all four corners. One loop at center back and one loop on each side.

__X__COMPLIANT _____EXCEPTION

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

__X__COMPLIANT _____EXCEPTION

V-FIT™ KNEE: The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

In addition to reinforcement, knees shall be padded using 1/8" thick, fire retardant closed-cell foam and one layer of silicone padding. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

CUFFS: The cuff area of the pant shall be reinforced with a binding of polymer coated KEVLAR® (Gold) not less than 2" in total width for greater strength, abrasion resistance, and thermal protection.

__X__COMPLIANT _____EXCEPTION

BOOT CUT CUFF: The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff

__X__COMPLIANT _____EXCEPTION

LEG TABS: 2 Leather leg tabs 3/4" wide x 1 3/4" long with female snaps. Bartacked 2" up from bottom edge on inside. (1 on inseam 1 on outseam)

__X__COMPLIANT _____EXCEPTION

RECORDS ID POCKET: There shall be (1) 3.5x5.5" black outer shell liner pocket with flap, 2 pieces 1x1" loop on pocket corners and 2 pieces 1x1 hook on flap corners sewn to the inside of the thermal liner on the right side, 1" below waistband.

__X__COMPLIANT _____EXCEPTION

TURN OUT POCKETS: Right thigh tool pocket. One 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back.

Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, (2) layers self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create (6) tool compartments.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 5" x 10". A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and (3) pieces of 1.5" x 3" hook fastener vertically on the underside of the flap.

Left thigh split bellow. One 10" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket shall be split 6" front and 4" back inside pocket with a KEVLAR® twill divider.

Pockets shall be fully lined all 3 sides inside pocket with Kevlar® twill. Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 11"x 5. A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener horizontally on the pocket and (2) pieces of 1.5" x 2.75" hook fastener set vertically on the underside of the flap.

_X_ COMPLIANT _____ EXCEPTION

MASTER SPECIFICATIONS

V-Back™ Quick Adjust V-Back Suspenders With Snap Tab Attachments Or Equal Model No SR842X-00(SR848X-00, SR854X-00) Or Equal

SCOPE

A highly engineered *42" red suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps to a V-Force™ , traditional or contoured waist bunker pant.

DESIGN

Two 11" **front pull straps** shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" **shoulder straps** shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and two 42-stitch bartacks. Two 8" **back straps** made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

V-SHAPED SHOULDER PADS

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad. Each shoulder pad shall have an embroidered Lion Head Logo.

LIFETIME WARRANTY

All products shall be warranted against defects in materials and workmanship for the useful life of the product.

Specification Questionnaire
ITB 14-11862-KD
Protective Clothing for Structural Fire Fighting

1. The specification questionnaire that accompanies these specifications must be completed in full and returned with your bid for your bid to be considered.

2. Bidders are encouraged to bid an optional (defined as Option 1 on the bid form) thermal liner material. This Option 1 material is to be constructed of Glide II, with an approximate finish weight of 7.0 oz. per sq. yd. It will have two (2) layers of E-89 substrate with an approximate weight of 1.5 oz. per sq. yd., and 1.5 oz. per sq. yd. each. The substrates will be quilted to a slick Nomex twill facecloth constructed from filament and spun yarns.

Specification Questionnaire

Protective clothing dealer: DACO FIRE EQUIPMENT

Dealer's telephone number and contact person: 806-763-0808 GARRETT DOBMEIER

Protective clothing manufacturer: LION APPAREL

Manufacturer's telephone number and contact person: 469-285-0058 CHRIS PARKINSON

Protective clothing model bid: CVFM-32, V-FORCE COAT, PVHM, V-FORCE HIGH BACK PANT PVFM, V-ROCE BELTED PANT

Name of third party testing/certification organization: UNDERWRITERS LABORATORIES, INC.

(Documentation from the third party testing/certification organization confirming that the garments bid are certified and listed must be attached to this questionnaire.)

Describe the warranty claim process: DEPARTMENT CONTACTS DEALER, DEALER THEN CONTACTS CUSTOMER SUPPORT

What is the "typical" length of time in calendar days for a warranty repair? 10-14
(From when the garment is received at the repair facility until it is returned to Lubbock.)

Does the manufacturer have an in-house repair facility available to the Lubbock Fire Department for non-warranty related repairs? Yes X No ____

Describe the non-warranty repair process: SAME AS WARRANTY REPAIRS

What is the "typical" length of time in calendar days for a non-warranty repair? 10-14
(From when the garment is received at the repair facility until it is returned to Lubbock.)

OUTER SHELL MATERIAL

The outer shell material is manufactured by SOUTHERN MILLS; it is marketed as "ADVANCED ULTRA". The fabric weight is 7.5 oz. per sq. yd., and the water/stain treatment utilized is SUPER SHELLTITE.

ENSEMBLE WITH THE STANDARD THERMAL LINER

Weight of coat bid: TBD Weight of trousers bid: TBD

TPP of the body of the coat bid: 45.6 TPP of trousers bid: 45.6
(Documentation from the third party testing/certification organization or mill, confirming the TPP rating must be attached to this questionnaire.)

THL of coat bid: 262.78 THL of trousers bid: 262.78
Note: THL values for coat and pants are requested (if available) for information purposes only. This data is not required to satisfy the requirements of these specifications. However, THL values must meet minimum requirements of the most current Edition of NFPA 1971.

TPP of coat in the area as defined in Coat Thermal Yoke Reinforcement: N/A NFPA DOES NOT REQUIRE
(Documentation from the third party testing/certification organization or mill, confirming the TPP rating, must be attached to this questionnaire.)

Does the manufacturer have a written agreement with cleaning and repair service authorizing them to complete repairs on the manufacturer's garments? Yes X No ____
(If yes, documentation confirming the manufacturer agreement with the cleaning and repair service must be attached to this questionnaire.) Please list all cleaning and repair services that the manufacturer has a written agreement with.

List of Repair/Cleaning Services authorized to conduct repairs for the manufacturer:

1. Name of Service: LION TOTAL CARE

   Address: 2025 IRVING BLVD

   City: DALLAS, State: TX Zip/Postal Code: 75207

   Phone Number: 214-742-6156

2. Name of Service: LION TOTAL CARE

   Address: 6000 BERRYBROOK DRIVE

   City: HOUSTON, State: TX Zip/Postal Code: 77017

   Phone Number: 713-644-7400

3. Name of Service: ____

   Address: ____

   City: ____, State: ____ Zip/Postal Code: ____

   Phone Number: ____

4. Name of Service: ____

   Address: ____

   City: ____, State: ____ Zip/Postal Code: ____

   Phone Number: ____

Questionnaire Completed and Submitted by:

DACO FIRE EQUIPMENT
(Name of company)

GARRETT DOBMEIER SALES
(Print Name and Title)

(Signature)

Regular City Council Meeting **6. 23.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to execute contract 11699 a Service Agreement with MCCi LLC, for a Document Management System, RFP 14-11699-DT.

Item Summary

This service agreement is for software and implementation services for an enterprise-wide document management system software for the City. The Office of the City Secretary will begin working with MCCi, LLC., Information Technology, Legal, and other departments retaining records for 10+ years to setup and install the document management system. Departments will identify records necessary to be housed within the document management system, then temporary laborers will be utilized to import records into the document management system. Upon completion of setup, installation, and initial data migration, the system will be set for City-wide use and access with the necessary security measures in place.

City Council approved this capital project for replacing the current document management system in the FY 2013-14 budget. The City's previous system was obtained in the early 1990's. As the City upgraded operating systems, the previous system was no longer compatible. It has not been fully operational since 2009, and became completely inoperable in 2011. Research and retrieval of records takes an inordinate amount of time, thus negatively impacting the efficient delivery of services to internal and external clientele. In addition, digitizing records will provide a backup for the City's original documents in case of disaster (i.e. fire, tornado, flooding, other weather related incidents, etc.).

Upon the acquisition of the necessary hardware and software, the Office of the City Secretary (along with identified departmental stakeholders) will identify folder structure, naming conventions, template field schemes, indexing, and volume structure. This component is key in providing a solid foundation for future expansion, recovery in the event of disaster, continuity of operations, planning, conversions, and integration with other applications currently operated by the City of Lubbock. Best practices for structuring the electronic files, and managing the documents within, must be discussed, and approved by the City Secretary prior to implementation.

Internet software that allows the public to search and retrieve documents via index, key-word and full-text searches, and/or folder structures will be a feature of this software. It is anticipated that setup, installation, and initial data migration will take one year to complete. The Office of the City Secretary advises that complete data migration will be the largest portion of the scope of this project, and may take up the 4-years to complete. There is a lot of data owned by the City (i.e. ordinances, resolutions, City Council/Boards & Commissions minutes, building plans, plat maps, etc.), dating as far back as 1909, that will need to be identified, and imported into this new system.

The Evaluation Committee based its selection on the following criteria: 35% Pricing, 30%P roposed Software & Solutions, 20%Capability, Skill, & Experience, 10% Approach to Performing Require Services and 5% Responsiveness. Six proposals were received. After initial evaluations, on-site presentations, and re-evaluations the Evaluation Committee ranked the top finalists as follows:

Firms	Points

MCCi LLC of Tallahassee, FL	471
Royal Imaging Systems of Irving, TX	383
Ricoh USA Inc. of Lubbock, TX	372
LSSP Corporation of Naperville, IL	302
AMCAD, LLC of Herndon, VA	300
Franklin Digital Solutions, Inc. of Lubbock, TX	249

The Evaluation Committee recommends the service agreement be awarded to MCCi, LLC. of Tallahassee, Florida.

Fiscal Impact

City Council approved $231,573.70 in the current Fiscal Year 2013-14 budget for this project. $142, 564.48 will be utilized for this phase of the project.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution & Contract - MCCi LLC

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. 11699 for a document management system, by and between the City of Lubbock and MCCi LLC, of Tallahassee, Florida, 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:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-MCCi LLC
May 22, 2014

City of Lubbock, TX
Document Management System
RFP 14-11699-DT

This Service Agreement (this "Agreement") is entered into as of the **12th day of June 2014**, ("Effective Date") by and between **MCCi LLC** of **Tallahassee, FL** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11699-DT Document Management System.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Document Management System upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – Price Sheet
3. Exhibit B – General Requirements
4. Exhibit C – Proposal
5. Exhibit D – Insurance

Scope of Work

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

Article 1 Services

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

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

1.3 Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the

contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination. The City agrees to compensate the contractor for any goods and services received prior to termination.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

2.11 Contractor understands and acknowledges that in the course of performing services here under for the City that it will have access to, create and/or receive from the City Confidential Information ("Confidential Information"). At all times, both during and after the termination of this Contract for any reason, the Contractor, its employees, agents and representatives shall not use, disclose, or otherwise release the Confidential Information in any manner whatsoever other than by the scope and conditions of fulfilling the services of this contract and will hold and maintain the Confidential Information in strictest confidence. Contract shall ensure that all appropriate safeguards are in place to prevent the use or disclosure of the Confidential Information except as permitted by this contract. Failure to comply with the section shall be a material breach of this Contract. This Section shall survive termination of the contract.

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR:

Contractor's Signature

Donny Barstow
Printed Name

President
Title

City of Lubbock, TX
RFP 14-11699-DT
Document Management System
BEST AND FINAL OFFER

EXHIBIT A

Proposer's Name: MCCi LLC

1. Software Cost

Product Name: Laserfiche

Avante Server Records Management Edition for MS SQL DoD 5015.2 Certified	$ 11,000
Capture Tools (OCR Scheduler, Scanconnect, Import Agent)	$ 3,910
Geodocs	$ 10,000
RatchetX	$ 3540
Licenses for Administrators	
~~Quantity 7 (+/-) Unit Cost~~ $ 600	$ 9,000
*Quoting 15 based on addendum, includes Audit Trail, Email, Snapshot, and Workflow	
Licenses for Concurrent Users	
Quantity 50 (+/-) Unit Cost $	$ 25,000
SUB TOTAL	**$ 62,450**

2. Services Cost

Installation and setup charges	$ 27,657
Training charges, if any	$ 9,920
First Year Annual Maintenance, if any	$ 23,394
Technical Support, if any	$ included in maintenance
List any additional costs:	
Search Express Conversion	$ 12,000
MCCi One Time Initial Discount	$ -16,250.52
SUB TOTAL	**$ 56,720.48**

Exhibit A - BAFO – **PROPOSAL PRICE SHEET**

-continued-

Options

1. Annual Maintenance Agreement	$ $23,394 (*first year is included above)
TOTAL	**$ 142,564.48 (includes 2nd year support option**

Company Name: MCCi LLC

Prepared by: ALEXIS BLUE

Title: Sales Director

Date: May 13, 2014

Exhibit B

City of Lubbock, TX
High Technology
RFP 14-11699-DT
Document Management System

GENERAL REQUIREMENTS

1. INTRODUCTION AND OVERVIEW

1.1 The City of Lubbock is issuing a Request for Proposal (RFP) under the guidelines of a High-Technology RFP, and the award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price, qualifications, experience, references, support and service, and other evaluation factors set forth. Receipt of any proposal shall under no circumstance obligate the City of Lubbock to accept the best price offering.

a) The City is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide a city wide document management system.

b) Proposers are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. BACKGROUND

The City of Lubbock intends to implement a document management system to conduct proper retention and research of its records. The City was previously using a system called "Search Express" that was obtained in the early 1990's. As the City upgraded computer operating systems, Search Express was no longer compatible. It has not been fully operational since 2009, and became completely inoperable in 2011. Research and retrieval of records takes an inordinate amount of time, thus negatively impacting the efficient delivery of services to internal and external clientele. In addition, digitizing records will provide a backup of our original documents in case of disaster (i.e. fire, tornado, flooding, other weather related, etc.).

3. SCOPE

Once the necessary hardware and software has been acquired, through the request for proposal process, the Office of the City Secretary will begin working with the awarded Proposer, Information Technology Department, Legal, and other departments retaining records for 10+ years to begin setup and installation of the document management system. Departments will identify records necessary to be housed within the document management system, and then temporary laborers will be utilized to import records into the document management system. Upon completion of setup, installation, and initial data migration the system will be set for City wide use and access with the necessary security measures in place.

4. DELIVERABLES

Deliverables must include a timeline of conversion and installation. As well as all software; hardware; installation; conversions of any images, metadata, and required Optical Character Recognition of images and metadata currently stored in the City's Search Express system. Onsite employee training must be completed within an agreed upon timeline between the successful bidder and the Office of the City

Secretary. Annual software technical support, maintenance, and upgrades must be included in the deliverables.

5. SPECIFICATIONS

5.1 The successful Proposer must provide to the City installation, training, technical support, and software upgrades that will work flawlessly with deliverables. The City seeks to acquire licenses for 7 administrators, and provide access to up to 50 concurrent users with limited secured access. Furthermore, the City requests the successful vendor must provide:

5.2 Implementation consulting focusing on identifying the folder structure, naming conventions, template field schemes, indexing, and volume structure. This component will be key in order for solid foundation to exist for future expansion, recovery in the event of disaster, continuity of operations, planning, conversions, and integration with other applications currently operated by the City of Lubbock. Best practices for structuring the electronic files, and managing the documents within, must be discussed, and approved by the Office of the City Secretary prior to implementation.

1. Acquisition and installation of proposed software.
2. Installation of proposed software on City's workstations.
3. Implement administrators and user group security and system auditing.
4. Setup document retention schedules in order to comply with local, State, and Federal statutes.
5. Training for 7 administrators and up to 50 concurrent limited access users.
6. Follow up training 3 months, and 12 months, after organizational-wide implementation.
7. Training for 7 administrators regarding installation and maintenance of proposed software, and the development of workflows.
8. Development of initial workflows for the following departments:
    a. Office of the City Secretary
    b. City Manager's Office
    c. City Attorney's Office
    d. Purchasing
    e. Public Works
    f. Community Development (including Business Development)
    g. Zoning (including GIS)
    h. Traffic
    i. Transportation (Public Transit & Airport)
    j. Finance
9. Implement external access to system via web browser.
10. Metadata indexing with defined data entry, and customizable drop-down lists.
11. Optical Character Recognition (OCR).
12. The ability to key-word and full-text search capable of retrieving an image, and can be combined with metadata searches.
13. The ability to export, and/or attach on image stored in proposed software to an e-mail from the City's Novell GroupWise e-mail system. The image must possess the capability of converting to a PDF format, if it is stored as a TIFF in the document management repository.
14. Detailed and robust audit trails containing author, date of image capture, time of image capture, and all modifications thereafter.
15. The ability to write to media that does not allow additions, deletions, or changes in order to produce copies for permanent storage in order to stay compliant with all local, State, and Federal law. Forms of media shall include, but not be limited to, microfilm, microfiche, CD-R, DVD-R, and BD-R.

16. Internet software that allows the public to search and retrieve documents via index, key-word and full-text searches, and/or folder structures.
17. The ability to link to the City's GIS and to have records easily searched and retrieved within a web mapping or GIS software system.
18. Ability link to the City's finance, permitting, and other applicable City systems.
19. The proposing vendor must have successfully installed, supported, and maintained the proposed system with 7 or more workstations operating in a Windows networked environment for a Texas municipality.

5.3 Search Express Conversion:

1. Metadata and images from the templates (grouped by documents and records series) are to be converted, so they are fully functional in the new system.
2. The price of the conversion shall be contained within the RFP, and not provided as an additional cost to the City.
3. All images are to be OCR'd into full text and indexed into the new document management system so they can be retrieved from an index, key-word, and full-text search.
4. An audit and evaluation of the repository shall be performed, as it contains over 100 years of documents and images.
5. Should conversion be unattainable, vendor must extract and adjust the associated costs as priced into this RFP.

6. EXISTING TECHNOLOGICAL ENVIRONMENT:

1. Enterprise Software – Software used on a daily basis by a majority of users:
- Novell Groupwise
- Microsoft Office (version 2000 – 2013)
- EnterpriseOne/J.D. Edwards
- Internet Browsers – Internet Explorer, Firefox, Safari, Chrome
- SiteFinity CMS

2. City of Lubbock Phone system:
- Nortel Switch(s), with analog and digital circuits. Nortel and Polycom handsets.

3. City of Lubbock User Computers:
- Windows XP to Windows 8.1
- Dell and HP desktop hardware. Most are dual-core with 4GB of RAM.
- Laptops – Dell and HP – too many to list. All are less than 5 years old.
- Mobile devices – IPADS (all generations), Windows surface. BYOD Android and Iphones.

4. City of Lubbock File Servers:
- We are using a myriad of HP and Dell servers. Many different models and configurations.
- Our network OS's are Novell Netware and OES, Windows Server 2000 – 2012, and several distributions of Linux.
- File servers are backed up to disk, tape, and other forms of removable storage.

5. Remote Access to City of Lubbock networks:
- Policy typically does not allow remote access to City Networks. Exceptions can be made depending on type, length and frequency of connections. No permanent remote access is allowed.

6. Department Specific Software:
- This is a difficult thing to answer: At last count, there were over 250 individual packages that departments use. These run the gamut from legacy Foxpro applications to custom written Access databases. We have many applications, and there are probably some that are incompatible with certain things needed for document management. We will have to address this individually.

7. **Summation:**

Our computing environment is very diverse and balkanized. An ideal document management system would satisfy these requirements.

- Web based search and management. ALL browsers should be supported, not just IE.
- Be able to digest PDF, TIFF, DOCX, DOC, JPEG-GIF, ODF.
- Client-less operation would be preferred, with no need to install a scanning client. A print driver based client would be acceptable.
- DO NOT PROPOSE PAPERPORT SOFTWARE.
- Self-contained system, with server and file storage in a standard equipment rack we can install in our data center quickly and easily.
- Easily expandable storage options for growth.
- Preference any backend database other than Oracle.
- Spares for storage.

7. TIMELINE

It is anticipated the bid process, software/hardware acquisition, setup, installation, and initial data migration will take one year to complete. Please note, Office of City Secretary advises that complete data migration will be the largest portion of the scope of this project, and may take up to four (4) years to complete. There is a lot of data owned by the City (i.e. ordinances, resolutions, City Council/Boards and Commissions minutes, building plans, plat maps, etc.), dated as far back as 1909, that will need to be identified, and imported into the document management system.

8. PRICING

Project proposals must submitted on Attachment A and include a detailed explanation of software licensing, including type of configuration and number of licenses proposed. Professional services for implementation, training and travel costs, first year annual maintenance (if applicable), and any other associated costs must also be included. In addition to any written explanation, please provide an overview of pricing in the format shown below.

9. SELECTION CRITERIA

35% Pricing

30% Proposed Software and Solutions

20% Capability, Skill and Experience – Proposer's capability, flexibility and skill to perform the services stated in the specifications. The Proposer's experience in providing the services as requested in the specifications. Provide three verifiable references on similar and related contracts. Please use attached reference form.

10% Approach to Performing Required Services.

5% Responsiveness. The degree to which the Proposer's has responded to the purpose and scope of specifications.

Exhibit C

Proposal

STATEMENT OF WORK

	Product Description:	*Qty.*	*Cost*	*Total*
ECM SOFTWARE LICENSING FOR AVANTE				
☑	Avante Server Records Management Edition for MS SQL *DoD 5015.2 Certified*	1	$11,000.00	$11,000.00
☑	LF Full Named User *Includes Snapshot, Email, and Workflow*	15	$500.00	$7,500.00
☑	LF Advanced Audit Trail, 20% Add On to All Named Users	15	$100.00	$1,500.00
☑	Import Agent	1	$1,495.00	$1,495.00
☑	OCR Scheduler for Laserfiche - *Requires one dedicated Laserfiche User License*	1	$1,500.00	$1,500.00
☑	LF Scanconnect 10-pack	1	$915.00	$915.00
☑	LF Workflow	1	Included	Included
	ECM Software Licensing Total			***$23,910.00***
WEB TOOLS FOR AVANTE				
☑	Laserfiche Standard Public Portal *Includes Weblink and 25 Retrieval Connections*	1	$25,000.00	$25,000.00
	Web Tools Total			***$25,000.00***
3rd PARTY INTEGRATION TOOLS				
☑	GeoDocs	1	$10,000.00	$10,000.00
☑	Ratchet-X SPL Commander License (1-50 Users) *Integration with JD Edwards Financial System*	15	$236.00	$3,540.00
	Integration Tools Total			***$13,540.00***
ANNUAL SOFTWARE SUPPORT - BASIC LSAP				
☑	Avante Server Records Management Edition for MS SQL *DoD 5015.2 Certified*	1	$2,200.00	$2,200.00
☑	LF Full Named User *Includes Snapshot, Email, and Workflow*	15	$100.00	$1,500.00
☑	LF Advanced Audit Trail, 20% Add On to All Named Users	15	$20.00	$300.00
☑	Import Agent	1	$390.00	$390.00
☑	OCR Scheduler for Laserfiche - *Requires one dedicated Laserfiche User License*	1	$330.00	$330.00
☑	LF Scanconnect 10-pack	1	$184.00	$184.00
☑	LF Workflow	1	Included	Included
☑	Laserfiche Standard Public Portal *Includes Weblink and 25 Retrieval Connections*	1	$5,000.00	$5,000.00
☑	GeoDocs	1	$3,000.00	$3,000.00
☑	Ratchet-X SPL Commander License (1-50 Users) *Integration with JD Edwards Financial System*	15	$48.00	$720.00

☑	Managed Services for Laserfiche **not to exceed 55 hours* *Includes Laserfiche Avante, GeoDocs, RatchetX, and Workflow Level 1*	1	$6,930.00	$6,930.00
☑	Training Center 25 - 49 Users	1	$2,840.00	$2,840.00
	Annual Support Total			***$23,394.00***
	For budgetary purposes, the Client should include $24,075.20 in annual budget for renewal of LSAP, Managed Services, and the Training Center for the software quoted above.			

MCCi PROFESSIONAL SERVICES

☑	Search Express Conversion *Please see Scope of Work on pages 6 to 7*	1	$12,000.00	$12,000.00
☑	Records Management Module Training, per day **Travel expenses included.*	1.5	$2,200.00	$3,300.00
☑	Basic Onsite Training of software, per day *Workflow training and installation excluded. Travel expenses included.*	2.5	$2,200.00	$5,500.00
☑	Remote Follow-up Training (Month 3 and 12) **Hourly*	8	$140.00	$1,120.00
☑	Workflow Configuration Training, Level 1 *Includes remote installation with up to 2 days of onsite training. MCCi will provide remote workflow configuration assistance up to 30 days post onsite training.*	1	$8,232.00	$8,232.00
☑	MCCi Project Management Services **Up to 65 hours*	65	$165.00	$10,725.00
☑	10 Workflow Configurations **Up to 30 hours* *For 10 departmental, simple filing workflows*	1	$5,000.00	$5,000.00
☑	RatchetX Services *Integration with JD Edwards Financial System* **Includes: Base installation & configuration for actions that jump from Application to Laserfiche, up to 3 screen configurations, Standard actions of Scan, Import, Search Client, Search Weblink, and/or Search WebAccess.*	1	$3,700.00	$3,700.00
	Professional Services Total			***$49,577.00***
☑	***MCCi One-Time Initial Discount*** **Discount is based on this quote and if the quote changes the discount amount is subject to change.*	1		($16,250.52)
	Total Project Cost			***$119,170.48***

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the software and support upon delivery. Balance of total project will be invoiced upon completion of the proposed professional services, but may be broken up based on completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a $50 additional charge. This will need to be requested.

Search Express Conversion

The Client currently has an unsupported Search Express system. This data contains approximately 1024 images, which the Client would like to have migrated, indexed and integrated into their new Laserfiche system. Unless otherwise stated in the scope of services, the migration process is limited to migrating data from one system to Laserfiche.

Access to Data – The Client will provide MCCi with remote access to the data for the purpose of review, and for assistance in configuring the migration utility. If necessary, the client will make a copy of all data to be migrated on an external hard drive and will send the data to MCCi. Additional fees may apply if the data is of a size that requires MCCi to acquire additional hardware to run the migration process.

Copy of Application – The Client is required to give MCCi access to the original application as part of the migration process. If no access can be given, this must be stated in the scope of work.

Due Diligence – Data migrations may require investigation by MCCi prior to providing time estimates and confirmation on programmatic feasibility. Due diligence time spent prior to contracting for services is incorporated into the final project cost.

Migration – The data migration utility created by MCCi, will be utilized to migrate the records to the Laserfiche system. The images and the document classes (i.e. the index data) will be preserved within the variance, if any discovered during Project Sampling and Evaluation Testing. If manual image naming or indexing is required it will be the client's responsibility.

Supported Data Types – TIFF Images from the legacy system will be migrated into Laserfiche. No conversion of data types or removal of document wrappers will be completed during the migration process unless specifically stated in this scope of services document. Files that are encrypted will not be migrated.

Indexing - If indexing is desired and not currently contained within the electronic data migrated, the Client is required to provide MCCi with a database (in a format accepted by MCCi) of indexing information which would be used to auto populate template fields. Additionally, the index data must be associated with the documents via unique identifiers or pointers.

OCR – The Client will be able to OCR the records internally, once the migration process is complete.

Data Capture and Quality Control – MCCi is not responsible for the accuracy of existing indexing data and/or image quality, such as errors on the media, image file corruption, data file corruption, orphaned records, encrypted data, non-supported proprietary formats or other errors that are not controllable by MCCi.

Security – Due to the vast differences in how document management systems handle security and file access, the migrated data will not retain any of the previous system security from the former document management system. It will be the responsibility of the Client to apply the necessary security and access control to the migrated data in Laserfiche. Prior to providing end user access, the Client should verify that all migrated data has had the proper security applied, including view/write access and redactions (if utilized), which is consistent with their existing Laserfiche security policy.

Sticky Notes, Redactions and/or Annotations – Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration services do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in this scope of services document.

Retention of data – MCCi is not responsible for maintaining a copy of the original data, or a copy of the converted data.

Point of Contact – MCCi requires the Client to make accessible one point of contact to MCCi for all decision making. This person is responsible for obtaining all approvals on behalf of the Client in regards to formatting, template fields, file structure, output format, etc.

Data Sampling and Testing

MCCi will conduct a sample testing which is intended to resolve various migration questions, confirm and ensure a mutual understanding of the migration project requirements and expectations. Work under this contract shall begin after written acceptance of sample test results by the Client.

PROJECT TIMELINE

Timeframes listed below are dependent upon date of receipt of material and project sampling acceptance and based upon business days. Time lost to decision making on the Clients behalf may extend the final delivery timeframe. If additional time is required the Client will be notified accordingly.

a.	Access is provided to electronic data:	Day 1
b.	MCCi data review and data conversion utility development:	Day 2 – 25
c.	Client reviews sample data and sign off:	Day 25 – 30
d.	Migration process:	Day 30 – 60
e.	Data is ready for review	

PROJECT PRICING – DATA MIGRATION SERVICES

Based on the estimates provided by the Client and is dependent upon final sample testing.

☑ Migration Utility & Support **$12,000**

- **MCCi and Client thoroughly review legacy data**
- **Utility configuration for up to 1 Document type**
- **Creation/verification Laserfiche metadata templates and folder structure:** Client should have existing Laserfiche Templates
- **Sample run and presentation**
- **Migration code fixes and anomaly adjustments**
- **Data migration:** Client may be required to assist in the actual migration If original time estimates are exceeded
- **Volume Consistency check**

*Pricing is "project based" pricing and was calculated based on an estimated 65 hours of services @ $185/hour, which is a discounted rate. Project pricing may be adjusted if the total hours to complete the project are more than 10% above the estimate. MCCi will notify the client and provide the client the opportunity to complete certain tasks if exceeding the scope of services above is anticipated.

Conversion pricing is based upon the following assumptions:

- Excel documents will be provide that contain all documents for each document type(Like the sample excel) or access to some database that contains the needed information to perform the migration.
- Encrypted documents can be decrypted.
- Documents wrappers are able to be removed.
- 1,024 documents will be converted, based on the addendum.

In the event these items do not occur, as stated in the RFP, MCCi will update the scope of work to remove the conversion project accounting for any services that have already been provided and will be billable to the client.

MCCi Standard Services

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCi Project Management Services

MCCi Project Managers are CDIA-certified and Laserfiche Gold Certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Implementation

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

Remote Installation and Configuration – Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the statement of work to determine if the onsite time will include installation and configuration.

Remote Training – Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the statement of work to determine the training model quoted.

Laserfiche Base Software Training Services

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Statement of Work. These services will be provided onsite or remote, please refer to the Statement of Work to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships

- Records Management
- Volumes
- System Settings
- Back Up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

MCCi Advanced Implementation Services

**The following services listed have been included in your Statement of Work based on the recommendation of your Account Executive. Please consult with them for any questions.*

Records Management Module Training

* Please note that client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. Please refer to your Statement of Work to determine if this is included.

- Record Series
- Record Folders
- Document Links
- Versioning
- Security Tags
- Vital records
- Cutoff criteria
- Cutoff eligibility
- Retention Period
- Disposition Actions
- Hold Period
- Time Dispositions
- Event Dispositions
- Interim Transfers
- Final Disposition
- Destruction
- Permanent Records
- Accession
- Freezing

Admin Console Setup for Records Management

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

LASERFICHE WORKFLOW CONFIGURATION TRAINING

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The goal is for the client to have a trained Workflow Configuration Administrator. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration focused on during training.

Client Deliverables

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from functional activities involved
- IT resources

MCCi Deliverables

- Install and configure Laserfiche Workflow with current Laserfiche system
- Onsite consultation with a MCCi Project Manager
  - Workflow Configuration Administrator Training
  - Offer best practices in security to support the specified workflow process
- Workflow Managed Services post onsite training
  - Configuration assistance for a period of time immediately following onsite training
- Developer Training (Applicable to Level 2 and Level 3 training packages)
- Roll-out Assistance – This is an optional service, which is provided if included in the scope of services. Note that this service will be billed separately and is billed upon completion.

Matrix of Workflow Training Packages:

Services Provided	Level 1	Level 2	Level 3
Remote Installation	Included	Included	Included
Onsite Training Days	2	3	3
Workflow Configuration Assistance *Post Onsite Training*	Remote 30 Days	Remote 45 Days	Remote 60 Days
Developer Training	None	Remote 1/2 Day	Remote 1 Day
Developer Assistance *Post Developer Training*	None	Remote 15 Days	Remote 30 Days
Roll-out Assistance (Optional)*	2 Days - Remote	2 Days - Onsite	2 Days - Onsite

**Roll-out assistance is billed as a separate event and at the time of delivery.*

Laserfiche Workflow Managed Services

MCCi 's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs. Workflow Managed Services are billed in advance each year, in return for a discounted rate. Workflow Managed Services may be used for the following:

- **Additional Workflow Set Up Consultation** – MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- **Additional Remote Training** – MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- **Ongoing Security Consultation** – Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- **Leveraging Existing System(s)** – MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- **Meta-Data Consultation** – Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- **Expiration & Additional Services** – Managed Services is an annual package and will expire on the same date as your SAP plan. The number of hours included are not to exceed the price of the package divided by MCCi's discounted hourly rate (Managed Service hours are discounted by 10%). Pricing can be adjusted for any additional hours if needed.
- **Remote Access Support** – Managed Services are delivered remotely. Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.

RatchetX Configuration Services

Includes:

- Configuration of integration for up to one application
- Base installation and configuration for actions that jump from the Application to Laserfiche
- Up to 3 Screen Configurations
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search WebAccess, launching from the desired application to Laserfiche
- All data used for configuration must be available from the Application Screens
- All services are conducted remotely, unless an MCCi representative is onsite for other implementation needs and onsite time permits

**Client is responsible for testing to make sure needs are met prior to purchase.*

RatchetX per Custom Activity Development/Configuration: Includes any "Action" that is not listed as a Standard Action above, or any configuration that is required to have the integration points launch from

Laserfiche back to the desired application, rather than from the application back to Laserfiche. – Contact MCCi for Custom Statement of Work (SOW).
When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

Proactive Support

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- ***Case Studies*** – MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- ***MCCi Listserv*** – MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- ***Support Center*** – This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- ***Webinars*** – MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- ***Seminars*** – MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also

be offered at current client's locations to invite departments to learn more regarding their current system.

- ***User Groups*** – MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

Technical Support

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

Training Center

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 200 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

Managed Services

MCCi Managed Services are strongly encouraged to be included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- Additional Training – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- Remote Implementation of Software Updates – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

- **Annual System Review & Analysis** – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- **Remote Access Support** – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.
- **Laserfiche Certifications** – First priority offering of complimentary Laserfiche certifications on an as available basis.
- **Laserfiche Conference Registration** – First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.
- **Expiration & Additional Services** – MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 a.m. to 6:00 p.m. EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

Exhibit D

City of Lubbock, TX
Document Management System
RFP 14-11699-DT

II. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

Type	Amount
Worker's Compensation or	**Statutory**
Employers Liability or Occupational Medical and Disability	**$500,000**
Commercial General (public) Liability **a. Products-Comp/Op AGG** **b. Personal & Adv Injury** **c. Contractual Liability**	**Combined single limit for bodily injury and property damage of $1,000,000 per occurrence.** **General Aggregate of $1,000,000.**
Professional Liability	
Comprehensive Automobile Liability **a. Any Auto**	**Combined single limit for bodily injury and of $1,000,000 per occurrence or its equivalent**

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 on all coverage's. To include products of completed operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Regular City Council Meeting **6. 24.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Economic Development: Consider a resolution authorizing the Mayor to execute a Partial Release of Conditions and Covenants and Modification Agreement, by and between the City of Lubbock ("City") and Lubbock Economic Development Alliance ("LEDA"), regarding the modification of that certain General Warranty Deed, dated January 8, 2007, recorded under County Clerk File No. 2007001226, Official Public Records of Lubbock County, Texas, conveying certain lands from the City to LEDA related to the Lubbock International Airport Railroad Spur project (North of Airport).

Item Summary

By General Warranty Deed ("Deed"), dated January 8, 2007, County Clerk File No. 2007001226, Official Public Records of Lubbock County, Texas, the City of Lubbock ("City") conveyed to Lubbock Economic Development Alliance ("LEDA") certain lands now utilized by LEDA as the Lubbock International Airport Railroad Spur project. The General Warranty Deed contains certain covenants and conditions relating to (i) prohibition upon the conveyance of certain lands, as more particular described therein ("Conveyance Covenant"); (ii) compliance with that certain Grant (herein so called), provided by the Economic Development Administration, Grant No. 08-49-03071, related to the construction of the railroad infrastructure ("Grant Covenant"); and (iii) compliance with the certain Industry Track Agreement ("Track Agreement") and a Lease of Land for Construction/Rehabilitation of Track ("Lease") (collectively, the "Railroad Covenants"), relating to the use and occupation of rail infrastructure own by Burlington Northern and Santa Fe Railway Company ("Railroad").

LEDA desires to lease to a third party, with an option to purchase, certain lands for economic development purposes, and the covenants and conditions described above, as per the representations of LEDA, prevent LEDA from accomplishing such activity. LEDA has requested that the City amend the Deed to remove the described covenants and conditions from the Deed, (i) as concerns the Conveyance Covenant, as to that certain tract of land (the "Release Tract") which they desire to lease, with an option to purchase, as more particularly described in the attached Partial Release of Conditions and Covenants and Modification Agreement; and (ii) as concerns the Grant Covenant and Railroad Covenant, all lands conveyed by the Deed.

The City has received correspondence from the Economic Development Administration (i) permitting the lease, with option to purchase, by LEDA of the Release Tract; and (ii) indicating that the City is no longer responsible for compliance with the terms and conditions of the Grant and that LEDA is the sole party responsible for such compliance. Such correspondence (dated May 21, 2014, May 28, 2014, and May 30, 2014) is attached hereto. Additionally, by correspondence provided by the City to the Railroad (dated July 26, 2007 and August 3, 2007), the Track Agreement and Lease were terminated. Such correspondence is attached hereto as well.

Fiscal Impact

Staff/Board Recommending

James Loomis, City Manager

PARTIAL RELEASE OF CONDITIONS AND COVENANTS

AND MODIFICATION AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Partial Release of Conditions and Covenants and Modification Agreement (the "Agreement"), is entered into and effective as of the _____ day of June, 2014, from the City of Lubbock, Texas, a Texas home rule municipal corporation ("City"), and as agreed to by Lubbock Economic Development Alliance, a Texas not-for-profit development corporation ("LEDA").

WHEREAS, by General Warranty Deed (the "Deed") dated January 8th, 2007, the City conveyed to LEDA the surface estate to certain lands, located in Lubbock County, Texas (the "Subject Lands"), said Deed recorded under County Clerk's File Number 2007001226, Official Public Records of Lubbock County, Texas;

WHEREAS, the Deed contains, among other matters, certain conditions and covenants related to (i) the prohibition upon the sale or other divesting event of certain lands described therein (the "Prohibition Covenant"); (ii) compliance with the Grant, (as defined below) (the "Grant Covenant"); and (iii) compliance with a certain Track Agreement and Lease of Land for Construction/Rehabilitation of Track (the "Railroad Covenants");

WHEREAS, said conditions and covenants were provided in the Deed to meet certain grant requirements of, and other matter related to, the United States Department of Commerce (the "Department"), pursuant to Grant number 08-49-03071 (the "Grant");

WHEREAS, LEDA has represented to the City that the Department, pursuant to (i) letter dated May 21, 2014, from Pedro R. Garza, Regional Director, Austin Regional Office,

Economic Development Administration, United States Department of Commerce, to LEDA's counsel; (ii) letter dated May 28, 2014, from Happy Rahman, Acting Regional Counsel, Austin Regional Office, Economic Development Administration, United States Department of Commerce, to LEDA's counsel; and (iii) letter dated May 30, 2014, from the City's counsel to Happy Rahman, Acting Regional Counsel, Austin Regional Office, Economic Development Administration, United States Department of Commerce, and confirmed by e-mail of same date from Ms. Rahman to the City's counsel, has agreed to extinguish the conditions and covenants, provided in the Deed, (a) as to the Grant Covenant and Railroad Covenant, all of the Subject Lands; and (b) as to the Prohibition Covenant, INSOFAR AND ONLY INSOFAR, as that certain real property described on Exhibit "A," attached hereto, is located within that certain 7.359 acre tract of real property, being described in that certain Warranty Deed dated July 26, 2001 from Market Lubbock Economic Development Corporation to the City, recorded in Volume 7214, Page 114, Real Property Records, Lubbock County, Texas (the "Release Property");

WHEREAS, due to the representations of LEDA, and the covenants and agreements contained herein, the City is amenable to extinguishing said conditions and covenants from the Deed, (i) as to the Grant Covenant and Railroad Covenant, all of the Subjects Lands; and (ii) as to the Prohibition Covenant, INSOFAR AND ONLY INSOFAR as said conditions and covenants cover and affect the Release Property, and to modify certain covenants in the Deed, as more particularly prescribed below.

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

1. The following condition and covenant is hereby extinguished and deleted from the Deed,

INSOFAR AND ONLY INSOFAR, as such condition and covenant may apply to the Release Property, to-wit:

> "Grantee shall not, during the effective term of the Grants (as defined below) and any other period of time directed or advised by the EDA, and/or any other entity with jurisdiction over the Grants, sell or otherwise divest itself of (i) that certain called 7.359 acre tract of land, being described in that certain Warranty Deed, dated July 26, 2001, from Market Lubbock Economic Development Corporation to the City of Lubbock, recoded in Volume 7214, Page 114 Real Property Deeds, Lubbock County, Texas and/or
> (ii) that certain called 7.721 acre tract of land, being described in that certain Warranty Deed, dated July 10, 2001 from Market Lubbock Economic Development Corporation to the City of Lubbock, recorded in Volume 7174, Page 151, Real Property Deeds, Lubbock County, Texas (the "Restricted Property").

2. The Deed is hereby modified by deleting the following covenants, to wit:

> " ... Grantee shall, and hereby covenants that it will, comply with all terms, conditions and provisions of (i) all grants received by the Grantor related to the Property, including, without limitation, that certain Economic Development Administration Grant 08-49-03071, the City of Lubbock original recipient (the "Grants"); ...(iii) that certain Agreement, made as of June 13, 2001, Resolution No. 2001-R0210, by and between the Burlington Northern and Santa Fe Railway Company, a Delaware corporation, and the City of Lubbock, a Texas municipal corporation (the "Agreement"); and (iv) that certain Lease, dated as of May 1, 2001, Resolution No. 2001-R0209, by and between the Burlington Northern and Santa Fe Railway Company, a Delaware corporation, and the City of Lubbock, a Texas municipal corporation, covering the lands described therein (the "Lease")."

3. Nothing contained herein shall affect the following covenant and condition, and such covenant and condition shall remain valid and subsisting as originally provided in the Deed, to-wit:

> "Additionally, Grantee shall, and hereby covenants that it will, comply with all terms, conditions and provisions of all applicable state and/or local statutes, rules, regulations and ordinances relating to airspace restrictions, noise and/or any other aspect of airport and/or aircraft operations, including without limitation, Title 14, Part 77 of the U.S. Code of Federal Regulations."

4. Except as expressly modified herein, the terms, conditions and provisions of the Deed shall remain valid and subsisting as originally provided.

5. LEDA represents and warrants to the City that (i) it is in compliance with all terms, conditions and provisions of the Grants, as defined in the Deed, and all other matters to which it is bound to adhere and comply, as provided in the Deed, and hereby covenants, as a personal covenant, to continue such compliance; (ii) the Department is authorized to extinguish the conditions and covenants, as provided herein, and that the party acting for and on behalf of the Department possesses authority to so act; and (iii) it is the current owner of the Subject Lands, including without limitation, the Release Property and the said Subject Lands is subject to no claim by any other party.

6. LEDA SHALL INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS, HARMLESS, FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE, CLAIM AND/OR EXPENSE, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING FROM OR RELATED TO (i) THE BREACH OF LEDA UNDER THE TERMS OF THIS AGREEMENT; (ii) IN THE EVENT ANY REPRESENTATION, WARRANTY OF LEDA CONTAINED IN THIS AGREEMENT IS UNTRUE AT ANY TIME; OR (iii) LEDA FAILS TO COMPLY WITH THE CONVENANTS CONTAINED IN THIS AGREEMENT.

[SIGNATURE PAGES FOLLOW]

EXECUTED and effective the_____day of_____, 2014

CITY:

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Richard Casner,
Natural Resources and Utility Attorney

_____
Linda Chamales,
Economic Development Attorney

THE STATE OF TEXAS §

COUNTY LUBBOCK §

This instrument was acknowledged before me on the _____day of , 2014, by Glen C. Robertson, Mayor of the City of Lubbock, Texas, a Texas home rule municipal corporation, on behalf of said City.

_____
Notary Public, State of Texas
My commission expires: _____

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, a Texas not-for-profit development corporation

BY:_____
John Osborne, President and Chief Executive Officer

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the _____ day of May, 2014, by John Osborne, President and Chief Executive Officer of Lubbock Economic Development Alliance, a Texas not-for-profit development corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
My commission expires: _____

EXHIBIT "A"

TO PARTIAL RELEASE OF CONDITIONS

AND COVENANTS AND MODIFICATION AGREEMENT

RELEASE PROPERTY

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of a 5.202 acre tract of land located in Section 38, Block D, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Southeast corner of this tract which bears N. 88°33'49" W. a distance of 3144.40 feet and N. 01°08'50" E. a distance of 50.00 feet from the Southeast corner of Section 38, Block D, Lubbock County, Texas, said set 1/2" iron rod with cap bears N. 88°33'49" W. a distance of 10.00 feet from the centerline of the most Westerly railroad spur located within that tract described in Volume 7214, Page 114 of the Real Property Records of Lubbock County, Texas;

THENCE N. 88°33'49" W., at 16.32 feet pass a 1/2" iron rod with cap found in reference, continuing for a total distance of 298.63 feet to a 1/2" iron rod with cap set in the East right-of-way line of North Fir Avenue as described under County Clerk File No. 2013007060 of the Official Public Records of Lubbock County, Texas, for the most Southerly Southwest corner of this tract;

THENCE N. 43°35'36" W., along said East right-of-way line, a distance of 45.03 feet to a 1/2" iron rod with cap set for the most Westerly Southwest corner of this tract;

THENCE N. 01°21'47" E., continuing along said East right-of-way line, a distance of 658.17 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 88°33'49" E. a distance of 327.84 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract, said iron rod with cap bears N. 88°33'49" W. a distance of 10.00 feet from the centerline of said most Westerly railroad spur.

THENCE S. 01°08'50" W., being 10.00 feet West of and parallel to the centerline of said railroad spur, a distance of 690.00 feet to the Point of Beginning.

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

March 7, 2014



Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of a 2.50 acre tract of land located in Section 38, Block D, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Southeast corner of this tract which bears N. 88°33'49" W. a distance of 3144.40 feet and N. 01°08'50" E. a distance of 740.00 feet from the Southeast corner of Section 38, Block D, Lubbock County, Texas, from whence a found 1/2" iron rod with cap bears S. 01°08'50" W. a distance of 690.00 feet and N. 88°33'49" W. a distance of 16.32 feet, said set 1/2" iron rod with cap also bears N. 88°33'49" W. a distance of 10.00 feet from the centerline of the most Westerly railroad spur located within that tract described in Volume 7214, Page 114 of the Real Property Records of Lubbock County, Texas;

THENCE N. 88°33'49" W. a distance of 327.84 feet to a 1/2" iron rod with cap set in the East right-of-way line of North Fir Avenue as described under County Clerk File No. 2013007060 of the Official Public Records of Lubbock County, Texas, for the Southwest corner of this tract;

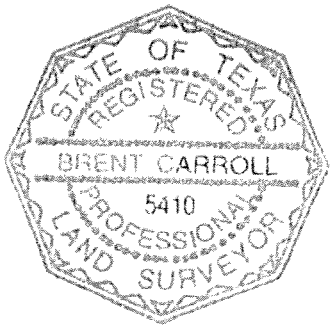
THENCE N. 01°21'47" E., along said East right-of-way line, a distance of 332.81 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 88°33'49" E. a distance of 326.59 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract, said 1/2" iron rod with cap bears N. 88°33'49" W. a distance of 10.00 feet from the centerline of the most Westerly railroad spur.

THENCE S. 01°08'50" W., being 10.00 feet West of and parallel to the centerline of said railroad spur, a distance of 332.81 feet to the Point of Beginning.

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

March 7, 2014



Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
504 Lavaca, Suite 1100
Austin, Texas 78701-2858

May 21, 2014

Matthew L. Wade
Shareholder
Underwood Law Firm, P.C.
1111 West Loop 289
Lubbock, TX 79416

RE: *Lubbock Rail Port Ground Lease: EDA Grant 08-49-03071*

Dear Mr. Wade,

Please consider this letter the U.S. Economic Development Administration's (EDA) official response to your May 9, 2014 letter to EDA on behalf of the Lubbock Economic Development Alliance, Inc. (LEDA).

According to EDA records, the project scope of work for EDA Grant 08-49-03071 is limited to rail spur construction for the purpose of serving the Rail Port industrial area. Based on our review of your letter, it is our understanding that LEDA will continue to own, operate and maintain the rail spur; that the rail spur will continue to serve the Rail Port industrial area; and, that LEDA has no intention of selling the rail spur or the property on which the rail spur is built.

LEDA has requested that EDA approve: the City of Lubbock removing the restrictions within the Vesting Deed prohibiting LEDA from selling or divesting itself of any portion of the approximate fifteen (15) acres dedicated to the rail spur; the underlying transaction of leasing (with a right to purchase) the Site and the optional site to UPS; and, the transfer of the property for the Project from LEDA to Market Lubbock.

As long as the rail spur itself continues to be owned, operated and maintained by LEDA for the public benefit of the Rail Port, EDA has no objection to any of the following: the City of Lubbock removing the restrictions within the Vesting Deed prohibiting LEDA from selling or divesting itself of any portion of the approximate fifteen (15) acres dedicated to the rail spur; the underlying transaction of leasing (with a right to purchase) the Site and the optional site to UPS; or, the transfer of the property for the Project from LEDA to Market Lubbock.

Because the EDA project scope did not include land acquisition, EDA considers the ownership and leasing of the property adjacent to the EDA-funded rail spur to be an issue outside the scope of the EDA grant project. Even if the land adjacent to the rail spur were to be considered part of the scope of the EDA project, EDA considers the potential changes in ownership structure of the property adjacent to the EDA-funded rail spur a permissible incidental use of property that does not interfere with the EDA project scope or economic purpose because the rail spur will continue to be publicly owned and used to serve the Rail Port. *See* 13 C.F.R. § 314.3(f).

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
504 Lavaca, Suite 1100
Austin, Texas 78701-2858

Thank you for bringing this matter to our attention. We wish you continued success with your economic development efforts in the Rail Port.

If you have any questions related to this matter, please contact Acting Regional Counsel Happy Rahman at 512-381-8165 or hrahman@eda.gov.

Sincerely,

Pedro R. Garza
Regional Director
Austin Regional Office
Economic Development Administration
United States Department of Commerce

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
504 Lavaca, Suite 1100
Austin, Texas 78701-2858

May 28, 2014

Matthew L. Wade
Shareholder
Underwood Law Firm, P.C.
1111 West Loop 289
Lubbock, TX 79416

RE: *Lubbock Rail Port Vesting Deed EDA Grant Compliance Clause; EDA Grant 08-49-03071*

Dear Mr. Wade,

Please consider this letter the U.S. Economic Development Administration's (EDA) official response to your May 22, 2014 phone call request to EDA on behalf of the Lubbock Economic Development Alliance, Inc. (LEDA) to clarify which parties may be legally responsible for compliance with the terms and conditions of EDA grant 08-49-03071.

According to EDA records, the project scope of work for the LEDA EDA grant is limited to rail spur construction for the purpose of serving the Rail Port industrial area. Based on our review of your letter, it is our understanding that LEDA will continue to own, operate and maintain the rail spur; that the rail spur will continue to serve the Rail Port industrial area; and, that LEDA has no intention of selling the rail spur or the property on which the rail spur is built.

According to EDA records, LEDA is the sole current EDA Grant Recipient. On Nov. 30, 2006 EDA approved a grant amendment to substitute LEDA as the sole EDA grant recipient and remove the City of Lubbock from being an EDA grant recipient. Upon EDA approval of the grant amendment, the City of Lubbock was no longer bound by the terms and conditions of the EDA grant, and LEDA assumed full and sole responsibility for compliance with the terms and conditions of the EDA grant.

Accordingly, and consistent with EDA's May 21, 2004 letter to you regarding the same EDA project, EDA has no objection to the removal of the EDA grant compliance clause of the Vesting Deed for the property adjacent to the EDA-funded rail spur. EDA found no records indicating that EDA ever requested that an EDA grant compliance clause be included in the Vesting Deed for the property adjacent to the EDA-funded rail spur.

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
504 Lavaca, Suite 1100
Austin, Texas 78701-2858

If you have any questions related to this matter, please contact me, Acting Regional Counsel Happy Rahman, at 512-381-8165 or hrahman@eda.gov.

Sincerely,

Happy Rahman
Acting Regional Counsel
Austin Regional Office
Economic Development Administration
United States Department of Commerce

City of Lubbock
TEXAS

Office of the City Attorney

VIA EMAIL: HRahman@eda.gov

May 30, 2014

Happy Rahman
Acting Regional Counsel
Austin Regional Office
Economic Development Administration
United States Department of Commerce

Re: Lubbock Rail Port Ground Lease: EDA Grant 08-49-03071 (the "Grant")

Dear Ms. Rahman,

Thank you for taking the time yesterday afternoon to visit about the obligations of Lubbock Economic Development Alliance ("LEDA") and the City of Lubbock ("City") under the captioned Grant. As we discussed, in addition to LEDA having assumed full and sole responsibility for compliance with the terms and conditions of the captioned Grant, in the event of a default or breach of LEDA of or under the terms and conditions of the captioned Grant, the EDA would look solely to LEDA for any recourse or remedy available to the EDA. The City, notwithstanding the fact that it was the original recipient under the captioned Grant, will not be responsible, in any way, manner or form, to the EDA, or any other party, related to recourses or remedies available in the event of such a default or breach of LEDA, including without limitation, any obligation to repay or remit any funds received by the City pursuant to the captioned Grant.

If the matters set forth herein do not comport with your understanding of our phone conversation, please contact me at your earliest convenience.

Thank you again for taking a minute to visit with me and helping move this matter forward.

Sincerely,

Richard K. Casner
Natural Resources and Utility Attorney

P O Box 2000 • 1625 13th Street • Lubbock, TX 79457 • 806-775-2222 • Facsimile 806-775-3307

CC: Matthew L. Wade
Shareholder
Underwood Law Firm, P.C.
1111 West Loop 289
Lubbock, TX 79416

Linda Chamales

Eliana Briceno - RE: Letter - LEDA

From: Richard Casner
To: Happy Rahman; Matthew L. Wade
Date: 5/30/2014 4:44 PM
Subject: RE: Letter - LEDA

Happy-

Thank you very much for looking at the letter. I hope you have a great weekend as well.

RKC

Richard K. Casner
Natural Resources and Utility Attorney
City Attorney's Office
1625 13th Street, Room 205 (79401)
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2218
(806) 775-3307 - Fax
rcasner@mylubbock.us

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>>> "Rahman, Happy" <HRahman@eda.gov> 5/30/2014 4:41 PM >>>
Hi Richard,

I have no objections to your below-attached letter. Your understanding of the EDA grant, as described in your letter, is correct. Have a great weekend.

Regards,
Happy Rahman
Acting Regional Counsel
Austin Regional Office
Economic Development Administration
U.S. Department of Commerce
512-381-8165

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From: Richard Casner [mailto:RCasner@mail.ci.lubbock.tx.us]
Sent: Friday, May 30, 2014 9:35 AM
To: Rahman, Happy; Matthew L. Wade

Subject: RE: Letter - LEDA

Happy-

Please see the attached letter. Please let me know if the matters set forth therein are incorrect.

Thank you very much.

RKC

Richard K. Casner
Natural Resources and Utility Attorney
City Attorney's Office
1625 13th Street, Room 205 (79401)
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2218
(806) 775-3307 - Fax
rcasner@mylubbock.us

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>>> "Rahman, Happy" <HRahman@eda.gov> 5/29/2014 10:36 AM >>>
Perfect, talk soon.

Regards,
Happy Rahman
Acting Regional Counsel
Austin Regional Office
Economic Development Administration
U.S. Department of Commerce
512-381-8165

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From: Matthew L. Wade [mailto:Matthew.Wade@uwlaw.com]
Sent: Thursday, May 29, 2014 10:35 AM
To: Rahman, Happy
Cc: Giannini, Matthew; 'rcasner@mail.ci.lubbock.tx.us'
Subject: RE: Letter - LEDA

Thanks Happy. Then lets schedule a **3:00 p.m. call today**. I'll call you and include Richard Casner, Natural Resources and Utility Attorney for the City of Lubbock. For your information his contact information is as follows:

Richard K. Casner
Natural Resources and Utility Attorney

City Attorney's Office
1625 13th Street, Room 205 (79401)
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2218
(806) 775-3307 - Fax
rcasner@mylubbock.us

Thanks again and I look forward to talking to you at 3.

Matt

Matthew L. Wade

UNDERWOOD LAW FIRM, P.C.
Amarillo | Fort Worth | Hereford | Lubbock | Pampa

1111 West Loop 289
Lubbock, TX 79416
Phone: 806-793-1711
Fax: 806-793-1723
matt.wade@uwlaw.com

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CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

NOT AN E-SIGNATURE: No portion of this e-mail is an "electronic signature" and neither the author nor any client thereof will be bound by this e-mail unless expressly designated by the author as approved by the author's client as binding.

From: Rahman, Happy [mailto:HRahman@eda.gov]
Sent: Thursday, May 29, 2014 10:31 AM
To: Matthew L. Wade
Cc: Giannini, Matthew
Subject: RE: Letter - LEDA

Sure, I can do any time today except 12:00-2:00pm.

Regards,
Happy Rahman
Acting Regional Counsel

Austin Regional Office
Economic Development Administration
U.S. Department of Commerce
512-381-8165

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From: Matthew L. Wade [mailto:Matthew.Wade@uwlaw.com]
Sent: Thursday, May 29, 2014 10:19 AM
To: Rahman, Happy
Cc: Giannini, Matthew
Subject: RE: Letter - LEDA

Happy,

Thanks again for your letter. I've been going over it with the City Attorney's office for the City of Lubbock and he has a question or two. Would you be available sometime today or in the morning for a conference call with the City Attorney's office? I think we are very flexible and really only aren't available from 1:30 – 2:30 today.

I appreciate all your help and patience with us up here on the South Plains.

Matt

Matthew L. Wade

UNDERWOOD LAW FIRM, P.C.
Amarillo | Fort Worth | Hereford | Lubbock | Pampa

1111 West Loop 289
Lubbock, TX 79416
Phone: 806-793-1711
Fax: 806-793-1723
matt.wade@uwlaw.com

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From: Rahman, Happy [mailto:HRahman@eda.gov]
Sent: Wednesday, May 28, 2014 4:06 PM
To: Matthew L. Wade
Cc: Giannini, Matthew
Subject: RE: Letter - LEDA

Matt,

No worries. I'm back in the office after a refreshing and relaxing camping trip. I hope you had a nice weekend as well. Please see my follow-up response attached, also sent out today regular mail. Hopefully this will help the involved parties to move forward.

Regards,
Happy Rahman
Acting Regional Counsel
Austin Regional Office
Economic Development Administration
U.S. Department of Commerce
512-381-8165

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From: Matthew L. Wade [mailto:Matthew.Wade@uwlaw.com]
Sent: Wednesday, May 28, 2014 2:11 PM
To: Rahman, Happy
Subject: Letter - LEDA

Happy,

I hope you enjoyed your Memorial Day weekend and I apologize in advance for bothering you. I was wondering if you've had a chance to think about the letter you and I discussed last week. As I recall, I think the letter we talked about contemplated the EDA stating that LEDA would be exclusively responsible for complying with the EDA rail port grant (thus releasing the City of Lubbock from any obligations).

Thanks.

Matt

Matthew L. Wade

UNDERWOOD LAW FIRM, P.C.
Amarillo | Fort Worth | Hereford | Lubbock | Pampa

1111 West Loop 289
Lubbock, TX 79416
Phone: 806-793-1711
Fax: 806-793-1723
matt.wade@uwlaw.com

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P.O. Box 2000 • 1625 13th Street
Lubbock, Texas 79457
(806) 775-2222 • Fax (806) 775-3307

Office of the City Attorney

August 3, 2007

CERTIFIED MAIL NO: 7006 0810 0000 9266 5561
Burlington Northern and Santa Fe Railway Company
c/o Staubach Global Services
Attn: Shelley Wylie
3017 Lou Menk Drive, Suite 100
Ft. Worth, TX 76131-2800

Re: (i) Burlington Northern and Santa Fe Railway Company Lease of Land for Construction/Rehabilitation of Track (the "Lubbock Lease"), dated on or about May 1, 2001, by and between the Burlington Northern and Santa Fe Railway Company and the City of Lubbock, BF #18627; and (ii) Burlington Northern and Santa Fe Railway Company Industry Track Agreement (the "Lubbock Track Agreement"), dated on or about June 13, 2001, by and between the Burlington Northern and Santa Fe Railway Company and the City of Lubbock, BF #18624

Dear Ms. Wylie:

Please find enclosed the notice to terminate the above-referenced Lubbock Lease and Lubbock Track Agreement that was sent on July 26, 2007 to the address provided therein.

Sincerely,

Richard Casner by ML
Richard K. Casner
First Assistant City Attorney

RKC:ml

P.O. Box 2000 • 1625 13th Street
Lubbock, Texas 79457
(806) 775-2222 • Fax (806) 775-3307

Office of the City Attorney

July 26, 2007

CERTIFIED MAIL NO: 7006 0810 0000 9266 5547
Burlington Northern and Santa Fe Railway Company
c/o Staubach Global Services
Attn: Shelley Wylie
5650 North Riverside Drive, Suite 101
Ft. Worth, TX 76137-2464

Re: (i) Burlington Northern and Santa Fe Railway Company Lease of Land for Construction/Rehabilitation of Track (the "Lubbock Lease"), dated on or about May 1, 2001, by and between the Burlington Northern and Santa Fe Railway Company and the City of Lubbock, BF #18627; and (ii) Burlington Northern and Santa Fe Railway Company Industry Track Agreement (the "Lubbock Track Agreement"), dated on or about June 13, 2001, by and between the Burlington Northern and Santa Fe Railway Company and the City of Lubbock, BF #18624

Dear Ms. Wylie:

The City of Lubbock (the "City") has been informed by the Lubbock Economic Development Alliance, Inc. ("LEDA") that LEDA has entered into agreements with BNSF Railway Company replacing the above-captioned agreements with the City of Lubbock, said agreements being specifically (i) BNSF Railway Company Industry Track Agreement (the "LEDA Track Agreement"), dated on or about March 9, 2007, by and between BNSF Railway Company and LEDA; and (ii) BNSF Railway Company Lease of Land for Construction/Rehabilitation of Track (the "LEDA Lease"), dated on or about March 9, 2007, by and between BNSF Railway Company and LEDA.

It is the City's understanding that BNSF Railway Company and LEDA intended that the LEDA Lease and the LEDA Track Agreement replace, in their entirety, the Lubbock Lease and Lubbock Track Agreement captioned above, and that said Lubbock Lease and Lubbock Track Agreement have terminated by operation of law and by virtue of the integration clauses of the LEDA Lease and LEDA Track Agreement. It is the City's understanding that this fact has been communicated by you to LEDA.

Notwithstanding the termination of the Lubbock Lease and Lubbock Track Agreement by operation of law, for the sake of certainty as to the termination of such agreements, the City of Lubbock hereby provides notice to terminate the Lubbock Lease

sixty (60) days after the date of this letter, as per Section 3 and Section 23 thereof, and the Lubbock Track Agreement thirty (30) days after the date of this letter, as per Section 3 thereof, by this letter.

Nothing in this letter shall be construed to affect, in any way, manner or form, the LEDA Lease and/or the LEDA Track Agreement. If you have any questions or comments concerning this matter, please do not hesitate to contact the undersigned.

Sincerely,

Richard K. Casner
First Assistant City Attorney

RKC:ml

cc:

Mr. Pete Baker
McCleskey, Harriger, Brazill & Graf, L.L.P.
5010 University Avenue
Lubbock, TX 79413

Lee Ann Dumbauld, City Manager
City of Lubbock

Anita Burgess, City Attorney
City of Lubbock

Rob Allison, Assistant City Manager/Development Services
City of Lubbock

Regular City Council Meeting **6. 25.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Councilman Hernandez: Consider a resolution finding that the exterior surfaces of the Omni Building, located at 1206 14th Street, Lubbock, Texas, constitute an imminent risk to public safety and welfare, and further authorizing the Mayor to execute contract 11920 with T&S Plastering, Inc. of Lubbock, Texas, to alleviate the conditions constituting said risk, consistent with state law.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution & Contract - T & S Plastering, Inc

RESOLUTION

WHEREAS, the City of Lubbock, Texas, ("City"), a Home Rule municipality incorporated and operating under the Laws of the State of Texas has been granted full legal authority to take actions, as deemed necessary, in its reasonable judgment, to protect the public health, safety and welfare; and

WHEREAS; pursuant to State law, as set forth in the Local Government Code, Chapter 252, Section 252.022(a)(2)-(3) ("LGC") the City is legally authorized to approve and make expenditures in excess of $50,000, without the need to undertake competitive bidding processes, when certain critical conditions exist; and

WHEREAS, the City Council received the following recommendations from the City Manager: 1) that a partial demolition of the Omni Building, located at 1206 14th Street, Lubbock, Texas was necessary and should be undertaken to remove parts of the building's facing which pose a risk to public safety and welfare by threatening to become unattached and fall to the areas below; and 2) that debris should be removed from the sidewalks and roadways around the Omni Building, inasmuch as it presents a public safety and welfare hazard for pedestrians, bicyclists, and motorists; and

WHEREAS, the City Council does hereby determine that such critical conditions exist to make it reasonable and necessary to undertake the expenditure of amounts in excess of $50,000, which are exempted from the competitive bidding process, due to circumstances noted herein below, and which action is necessary to protect the public health, safety and welfare.

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

1. The City Council of the City of Lubbock, Texas does hereby find that the condition of the exterior facing of the Omni Building, located at 1206 14th Street, Lubbock, Texas does significantly and imminently constitute a risk to public safety and welfare for pedestrians, bicyclists, and motorists such that action must be taken immediately to alleviate the hazardous condition; and

2. The City Council hereby formally finds that procurement of services involving and related to the partial demolition of the Omni Building, located at 1206 14th Street, Lubbock, Texas by removing parts of the building's facing which pose a risk to public safety and welfare by threatening to become unattached and fall to the areas below, and further to remove debris from the sidewalks and roadways around the Omni Building,

inasmuch as it presents a public safety and welfare hazard for pedestrians, bicyclists, and motorists, at a cost in the total amount determined by the City Manager to be reasonable and necessary to preserve and protect the public health, safety and welfare, thereby prompting application of an exemption from the State's competitive bidding requirements, as allowed by LGC §252.022(a)(2); and

3. That the City Council authorizes the Mayor to execute a contract with T&S Plastering, Inc. of Lubbock, Texas, and all related documents, to perform the aforementioned services to alleviate the significant and imminent public safety threat in connection with the exterior surfaces of the Omni Building on behalf of the City of Lubbock.

4. The Terms of this Resolution shall become effective immediately upon passage of this Resolution, subject to publication as required by State law, if any.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

Res.Omni Bldg 6.3.14

EMERGENCY PROCUREMENT CONTRACT 11920

STATE OF TEXAS

COUNTY OF LUBBOCK

THIS AGREEMENT, made and entered into on June 12th, 2014 by and between the City of Lubbock, County of Lubbock, State of Texas, acting by and through the Mayor, City of Lubbock, thereunto authorized to do so, hereinafter referred to as OWNER, and **T & S Plastering, Inc.** of the City of Lubbock, County of **Lubbock,** and the State of **Texas**, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the partial demolition of certain improvements as described and set forth in Exhibit A, attached hereto and incorporated herein for all purposes.

The undersigned CONTRACTOR hereby declares that he has visited the site of the work and has carefully examined site pertaining to the work covered by the bid quotation dated May 15, 2014, hereto attached as Exhibit A 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.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the Notice to Proceed and as described General Conditions incorporated and attached hereto.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the Exhibit A therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Lubbock, Lubbock County, Texas in the year and day first above written.

CONTRACTOR:
(OWNER):
T & S Plastering, Inc.

By: _____
PRINTED NAME: Mike Myers

TITLE: President

COMPLETE ADDRESS:

Company: T & S Plastering, Inc.
Address: 3411 B 82nd Street 211
City, State, Zip: Lubbock, Texas 79423

ATTEST:

_____
Corporate Secretary

CITY OF LUBBOCK, TEXAS

By: _____
MAYOR

ATTEST:

_____
City Secretary

APPROVED AS TO CONTENT:

_____
Steven O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
City Attorney

GENERAL CONDITIONS OF THE AGREEMENT

1. PREVAILING WAGE RATES

Contract is required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project. A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. Bidders may access the U. S. Department of Labor web site at the following web address to obtain the rates to be used in Lubbock County: http://www.wdol.gov/dba.aspx

2. NONAPPROPRIATION

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

3. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years 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 under this Contract. In the event such an audit by the City reveals any errors/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.

4. 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.

5. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of

Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF LUBBOCK IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF LUBBOCK AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF LUBBOCK, OR IN THE ALTERNATIVE, SHALL BE ACCOMPANIED BY A STATEMENT FROM THE CONTRACTOR TO THE EFFECT THAT NO WORK ON THIS PARITCULAR PROJECT SHALL BE SUBCONTRACTED. IT SHALL BE THE CONTRACTOR'S RESPONSIBLITY TO PROVIDE OT THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKER'S COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

A. Commercial General Liability Insurance (Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of **$1,000,000**Combined Single Limit in the aggregate and per occurrence to include:

Products & Completed Operations Hazard
Contractual Liability
Personal Injury & Advertising Injury
WITH HEAVY EQUIPMENT ENDORSEMENT

B. Owner's and Contractor's Protective Liability Insurance.

For bodily injuries, including accidental death and or property damage, - **NOT REQUIRED.**

C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, **$1,000,000** Combined Single Limit, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles.

D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**

E. Umbrella Liability Insurance - **NOT REQUIRED.**

F. Worker's Compensation and Employers Liability Insurance (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job with Employers Liability of at least **$1.000.000**

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section _406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

   (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      (1) a certificate of coverage, prior to the other person beginning work on the project; and

      (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

   (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

   (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

   (g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

(1) The name and address of the insured.

(2) The location of the operations to which the insurance applies.

(3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.

(4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

(5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.

(6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.

(7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute of nor amendment thereto will be acceptable.

(8) If policy limits are paid, new policy must be secured for new coverage to complete project.

(9) A Contractor shall:

(a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;

(d) obtain from each person providing services on a project, and provide to the governmental entity:

(i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.u[illegible] to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" *and*

(h) contractually require each person with whom it contracts to provide services on a project, to:

(i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;

(iii) include in all contracts to provide services on the project the following language:

> **"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.";**

(iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(v) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the project; and

(2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(viii) contractually require each other person with whom it contracts, to perform as required by paragraphs **(i)-(viii)**, with the certificate of coverage to be provided to the person for whom they are providing services.

6. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor. The Contractor shall indemnify and save harmless the Owner, and all of its Offices, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

7. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or

effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

8. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work site clean of the same. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

9. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

T & S PLASTERING, INC.

3411 B 82nd street Suite 211 Lubbock Texas 79423

806-548-2574
806-748-1444 FAX

BID QUOTATION

DATE: May 15, 2014

PROJECT: Omni Building

ADDENDUM: N/A

We propose to furnish and install materials as per plans and specs as follows:

1. To remove remaining EIFS sytem and the face marble panels at all four outside corners of the building. Note we will not remove the marble returning into the window curtain system as it goes behind the mullions.

2. To remove remaining EIFS system and the marble panels at the east stairwell columns. The face panels and the outside returns only. And removal of the upper EIFS detail at the east elevation.

3. Removal of remaining marble panels at the west alley elevation.

4. Clean up of the surrounding streets including removing the stacked marble to the inside of the parking garage.

5. All materials that we remove from the building will be placed in dumpsters and hauled to the landfill.

BASE BID: $105,000.00 this includes a $10,000.00 contingency for window repair and other miscellaneous items.

ALTERNATE: N/A

If you have any problems receiving this quote, or have any questions please feel free to call Mike Myers at 806.548.2574

THANK YOU FOR YOUR CONSIDERATION OF OUR QUOTE
Fax # 806-748-1444

Sales Tax Excluded on all remodels
Flashing or Caulking not included in Quote

Regular City Council Meeting **6. 26.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0083 for Zone Case 1147-D, a request of MUDco., Inc., for Scott Stephens, for a zoning change from M-1 to M-2 on 20.5 acres of unplatted land out of Block A, Section 77, 201 Harvard Street.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is for a zone change from M-1 to M-2 for a concrete batch plant. A recent zone change from M-1 to M-2 specific use was approved for an asphalt manufacturing plant adjacent to this lot on the east. The request for an M-2 zoning for the concrete batch plant is in harmony with the recent development of the area.

Adjacent land uses:
N: M-1 (steel yard)
S: M-2 (Purina factory)
E: M-2 Specific Use for an Asphalt Manufacturing Plant
W: M-1 (non-conforming residential and a scrap yard)

Comprehensive Land Use Plan (CLUP):
The CLUP outlines the property and surrounding area for industrial uses. The request of a change from M-1 to M-2 is in keeping with the comprehensive plan ideas and the adjacent development and uses.

Zoning Policy:
The request is in a relatively undeveloped area which is set aside for industrial uses. There are a few older single family homes; however they are also zoned industrial. There are two existing asphalt manufacturing plants located to the east of this property. The request to change to a slightly heavier industrial use will not cause negative effects on the area.

Effect on the adjacent street and thoroughfare system:
There should not be a major effect on the thoroughfare system. The property is located near a rail line and just east of the interstate in an industrial area.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1147-D

Zone Case 1147-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1147-D;** A ZONING CHANGE FROM **M-1** TO **M-2** ZONING DISTRICT ON **20.5 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 77,** 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. 1147-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-1** to **M-2** zoning district on **20.5 acres of unplatted land out of Block A, Section 77**, City of Lubbock, Lubbock County, Texas, located at **201 Harvard Street.**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

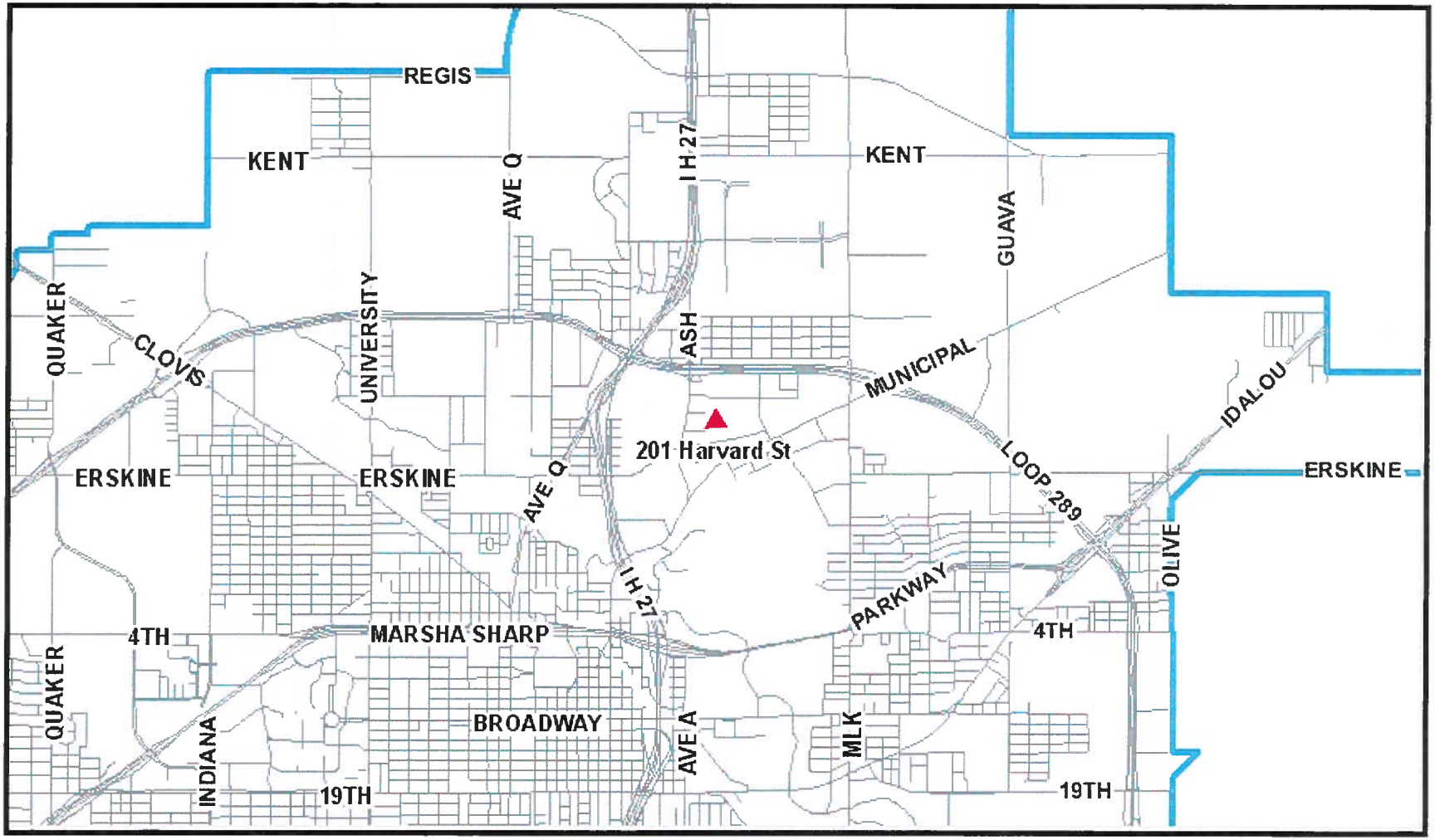
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

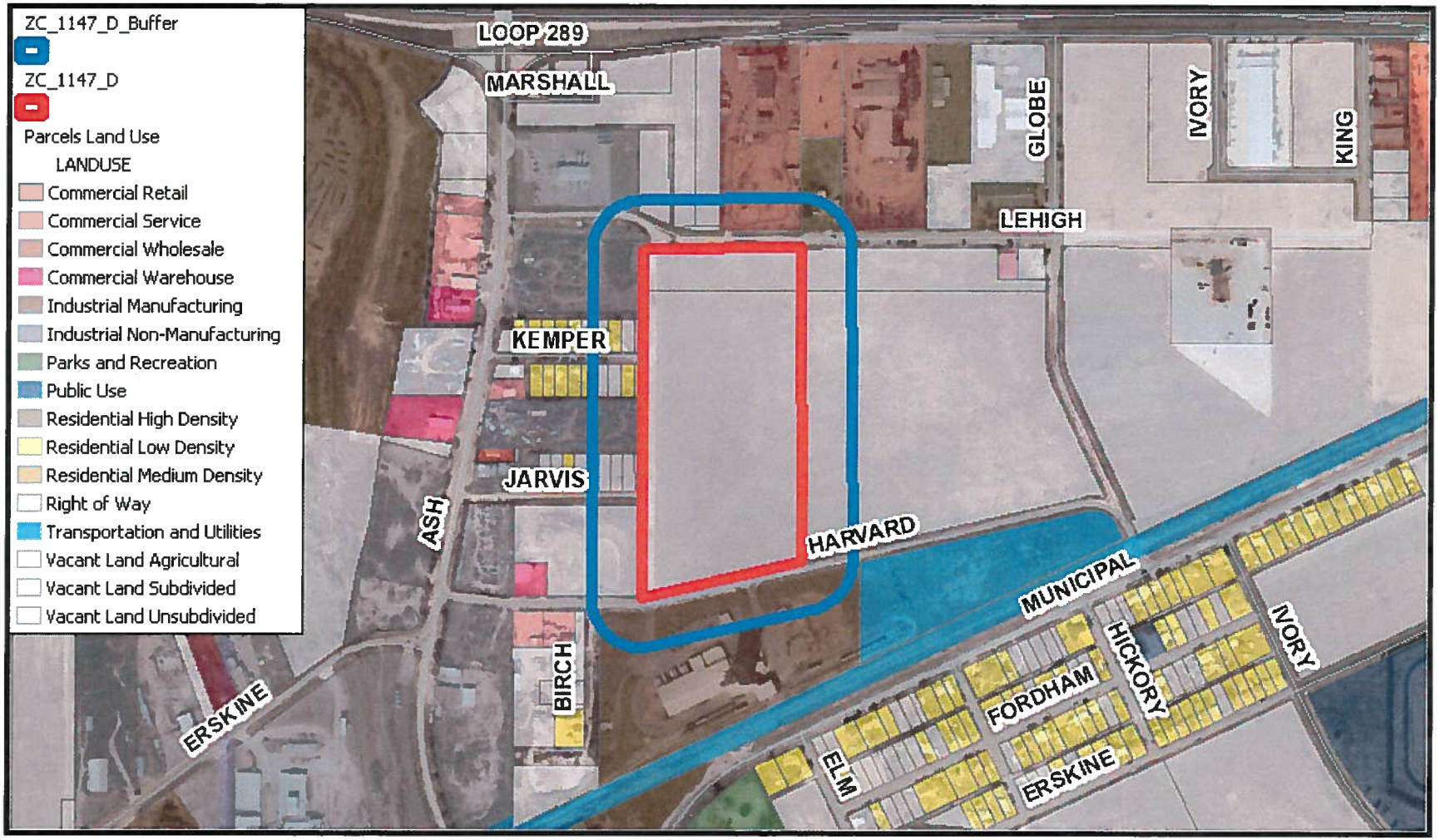
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC1147-D
May 1, 2014

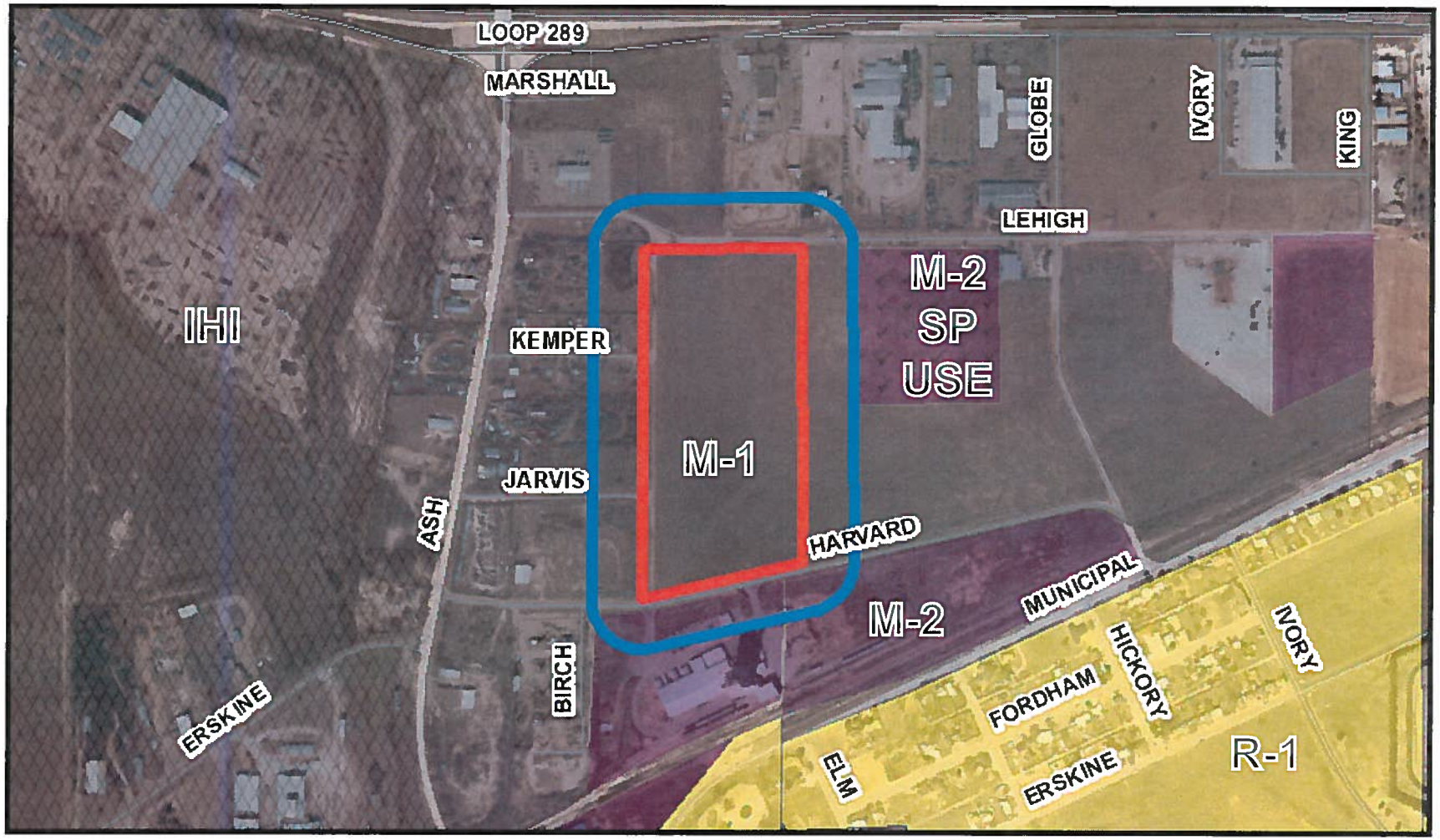


P.Z.C. Case 1147-D



P.Z.C. Case 1147-D

Request of MUDco., Inc. (for Scott Stephens) for a zoning change from M-1 to M-2, 201 Harvard Street



P.Z.C. Case 1147-D Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) MUDCo., Inc.
PO Box 1453
Street/Post Office Box
Wolfforth TX 79382
City State Zip
(806) 781-9500 Kristi
Telephone

For Scott Stephens & Kristi Egenbacher
Street/Post Office Box
City State Zip
(806) 777-4375 SCOTT
Telephone

Location or Address: E. Harvard Street & 202 E Lehigh St.

Legal Description:* Approx 20 Acres out of BLK A SEC 77 AB 179 TR C7F: 42.61 & BLK A SEC 77 AB 179 TR C7 ACS; 6.9-

Existing Land Use: **Existing Zoning:**

Acreage or Square Footage of Property: 20.5 Acres

Zoning Requested: M2

Proposed Development: Concrete Batch Plant

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No

Applicant's Signature

4/7/14
Date

Filing Fee: $532
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Pd. # 620093

For City Use Only

M+B Map 3

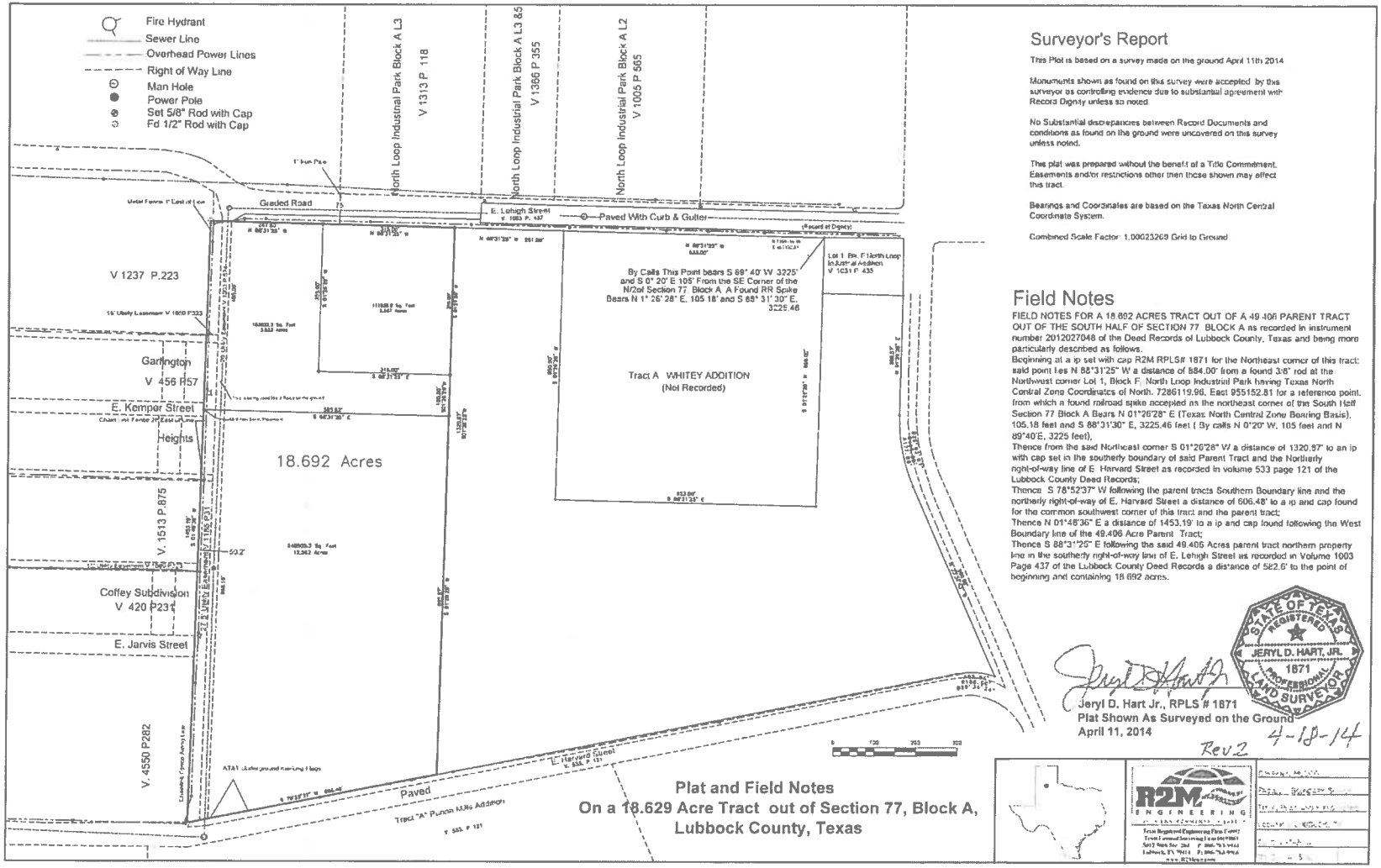
Zone Case No.: 1147-D **Agenda No.:**

Request for zoning change from: M-1 **To:** M-2

20.5 acres of unplatted land out of Block A, Section 77

on Lot(s): **Block(s):**

Subdivision: **Address:** 201 Harvard St



Surveyor's Report

This Plat is based on a survey made on the ground April 11th 2014

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Dignity unless so noted.

No Substantial discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or restrictions other then those shown may affect this tract.

Bearings and Coordinates are based on the Texas North Central Coordinate System.

Combined Scale Factor: 1.00023269 Grid to Ground

Field Notes

FIELD NOTES FOR A 18.692 ACRES TRACT OUT OF A 49.406 PARENT TRACT OUT OF THE SOUTH HALF OF SECTION 77, BLOCK A as recorded in instrument number 2012027048 of the Deed Records of Lubbock County, Texas and being more particularly described as follows.

Beginning at a ip set with cap R2M RPLS# 1871 for the Northeast corner of this tract; said point lies N 88°31'25" W a distance of 884.00' from a found 3/8" rod at the Northwest corner Lot 1, Block F, North Loop Industrial Park having Texas North Central Zone Coordinates of North: 7286119.98, East 955152.81 for a reference point, from which a found railroad spike accepted as the northeast corner of the South Half Section 77 Block A Bears N 01°26'28" E (Texas North Central Zone Bearing Basis), 105.18 feet and S 88°31'30" E, 3225.46 feet (By calls N 0°20' W, 105 feet and N 89°40'E, 3225 feet),

Thence from the said Northeast corner S 01°26'28" W a distance of 1320.87' to an ip with cap set in the southerly boundary of said Parent Tract and the Northerly right-of-way line of E. Harvard Street as recorded in volume 533 page 121 of the Lubbock County Deed Records;

Thence S 78°52'37" W following the parent tracts Southern Boundary line and the northerly right-of-way of E. Harvard Street a distance of 606.48' to a ip and cap found for the common southwest corner of this tract and the parent tract;

Thence N 01°48'36" E a distance of 1453.19' to a ip and cap found following the West Boundary line of the 49.406 Acre Parent Tract;

Thence S 88°31'25" E following the said 49.406 Acres parent tract northern property line in the southerly right-of-way line of E. Lehigh Street as recorded in Volume 1003 Page 437 of the Lubbock County Deed Records a distance of 562.6' to the point of beginning and containing 18.692 acres.

STATE OF TEXAS REGISTERED JERYL D. HART, JR. 1871 PROFESSIONAL LAND SURVEYOR

Jeryl D. Hart Jr., RPLS # 1871
Plat Shown As Surveyed on the Ground
April 11, 2014

Rev 2 4-18-14

R2M ENGINEERING

Regular City Council Meeting **6. 27.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0084 for Zone Case 1845-K, a request of Hugo Reed and Associates, Inc., for Jobil Realty Partnership, Ltd., for a zoning change from C-2 and C-4 to C-3 on a 2.5 acre tract of land, being a portion of Tracts A and B, Gordon Heights Addition, 4819 Utica Avenue and 4644 50th Street.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is to rezone a property for a car wash near 50th Street and Utica Ave. The car wash will be located behind the Stellas restaurant and will have access to both Utica and 50th Street.

Adjacent land uses:
N: Zoned single family.
S: Restaurant zoned C-2.
E: Restaurant and office building zoned C-2.
W:Site of Westmont Christian Church.

Comprehensive Land Use Plan (CLUP):
50th Street was originally developed as strip commercial before the current CLUP policies were in place. The request is consistent with the CLUP as it is already zoned commercial.

Zoning Policy:
50th Street is a mixed of C-2 and C-3 zoning. The existing building and commercial zoning does not have any buffer district between the commercial businesses and the single family neighborhood to the north.

Effect on the adjacent street and thoroughfare system:
There may be some increase in traffic on 50th Street at this intersection due to the carwash use, primarily because the property has been vacant for some time. However it should not be a significant increase to the already busy 50th Street due to the largely strip commercial development in the area.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the proposed site plan including building size and location.
2. The screening fence shall be waived along Utica Avenue.
3. Limited to one curb cut on Utica Avenue.
4. A six-foot wood or masonry screening fence is required on the north property line adjacent to the R-1 Single Family zoned area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1845-K

Zone Case 1845-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. 1845-K;** A ZONING CHANGE FROM **C-2 AND C-4** TO **C-3** ZONING DISTRICT ON A **2.5 ACRE TRACT OF LAND, BEING A PORTION OF TRACTS A AND B, GORDON HEIGHTS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1845-K

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2 and C-4** to **C-3** zoning district on **a 2.5 acres tract of land, being a portion of Tracts A and B, Gordon Heights Addition,** City of Lubbock, Lubbock County, Texas located at **4819 Utica Avenue and 4644 59th Street,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be tied to the proposed site plan including building size and location.**

2. **THAT the screening fence shall be waived along Utica Avenue.**

3. **THAT the property be limited to one curb cut on Utica Avenue.**

4. **THAT a 6' wood or masonry screening fence is required on the north property line adjacent to the R-1 Single Family zoned area.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

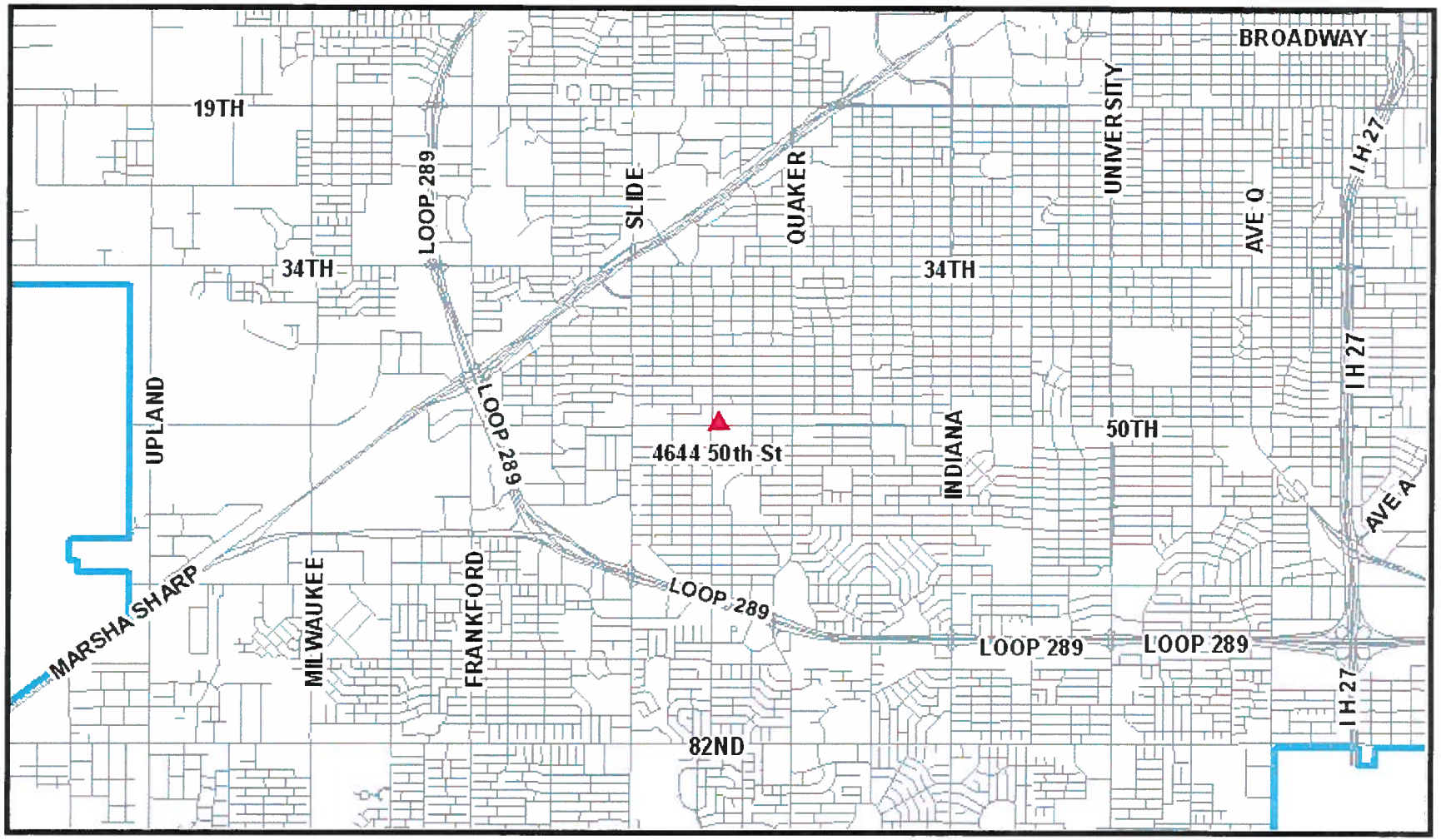
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

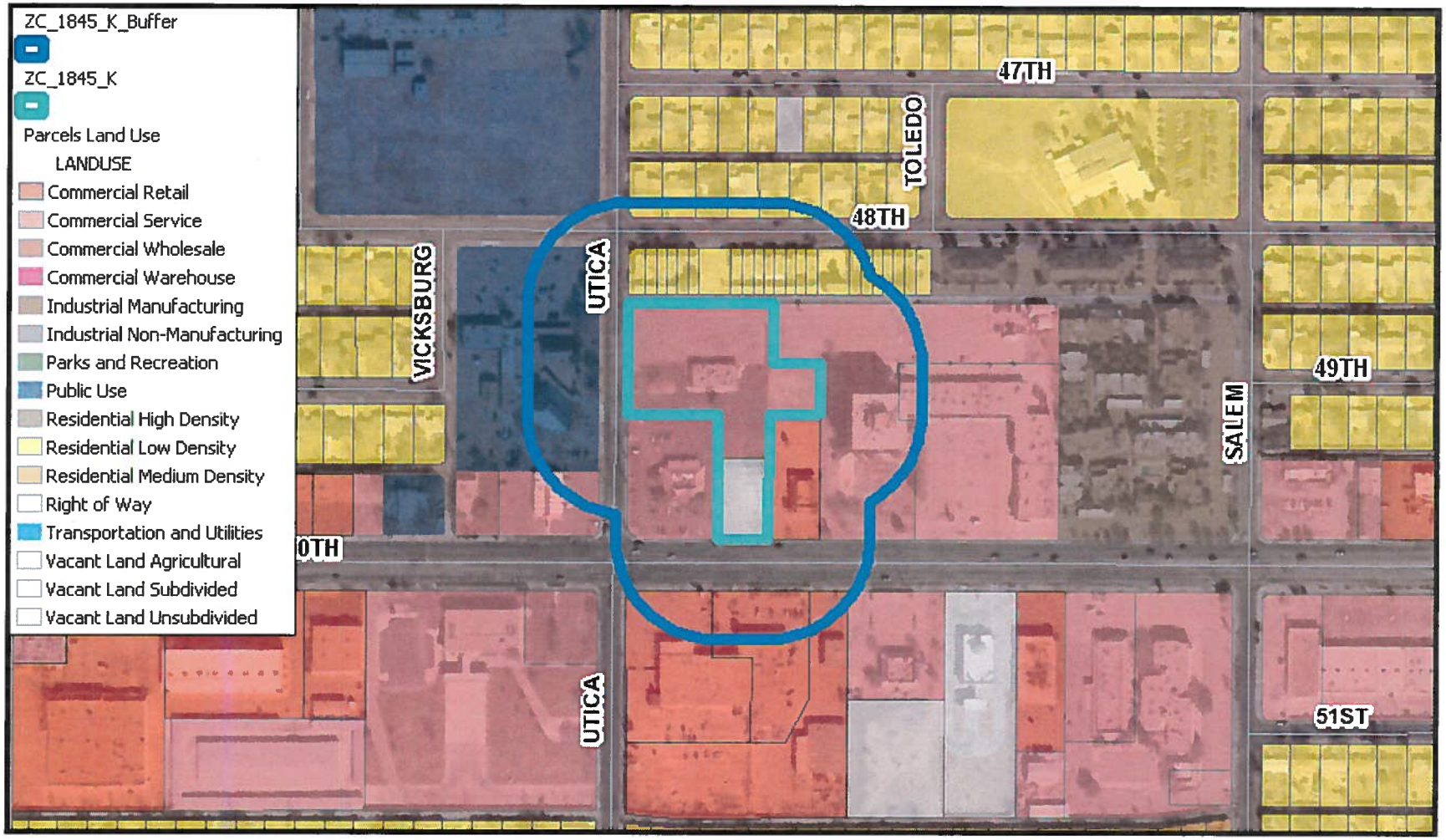
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1845-K
May 1, 2014

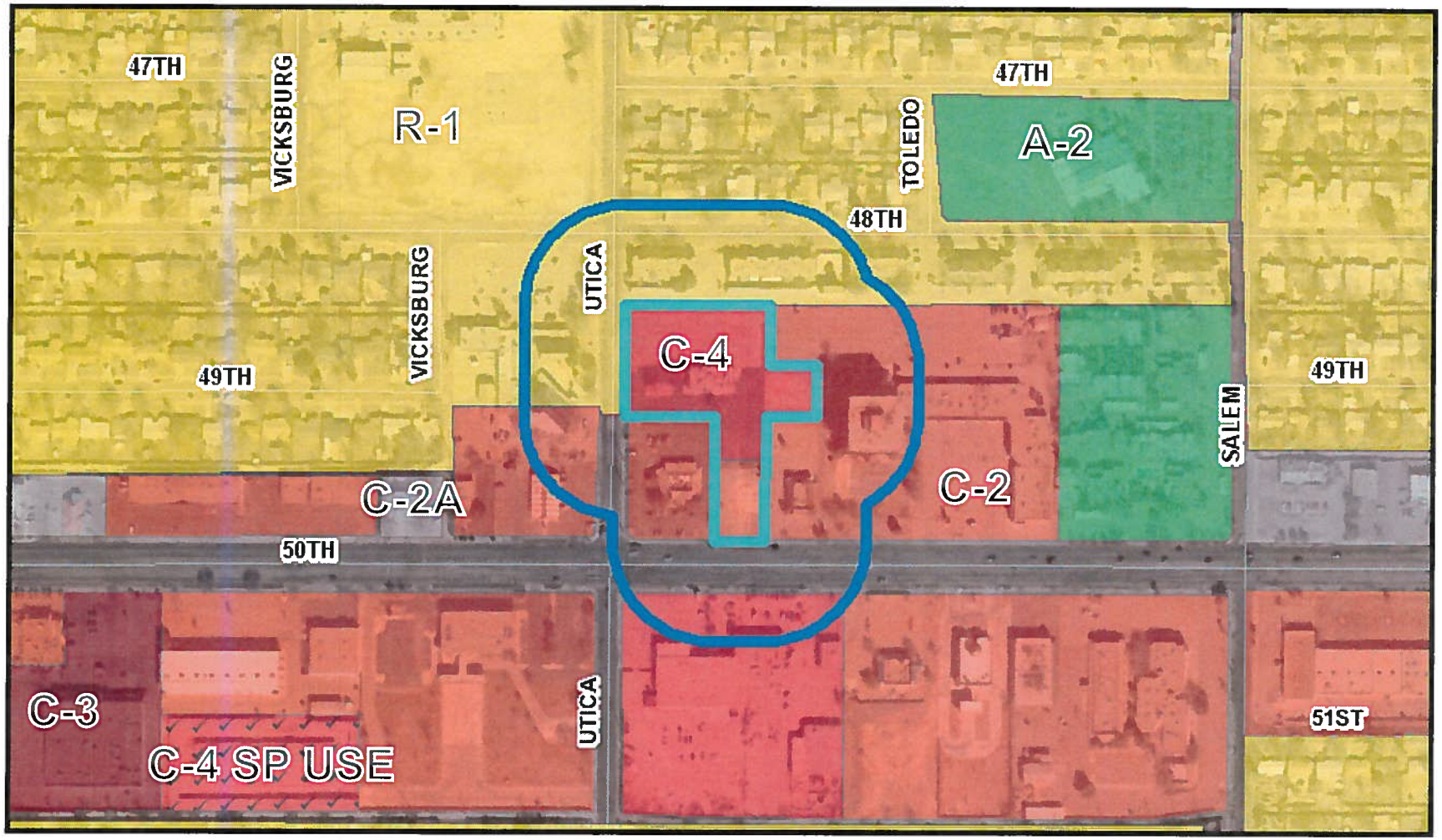


P.Z.C. Case 1845-K



P.Z.C. Case 1845-K

Request of Hugo Reed and Associates, Inc. (for Jobil Realty Partnership, Ltd.) for a zoning change from C-2 and C-4 to C-3, 4819 Utica Avenue and 4644 50th Street



P.Z.C. Case 1845-K 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
Jobil Realty Partnership, Ltd.
4646 50th Street
Street/Post Office Box
Lubbock, Texas 79414
City State Zip
(806) 785-9299 (Billy Rizzo)
Telephone

Location or Address: 50th and Utica Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Semi-occupied

Existing Zoning: C-2 and C-4 with cond.

Acreage or Square Footage of Property: 2.5 acres

Zoning Requested: C-3

Proposed Development: Car Wash

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

April 8, 2014
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: $481 Jobil #1089
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Receipt 18062 Ck # 1089 **For City Use Only** M+B Map 7

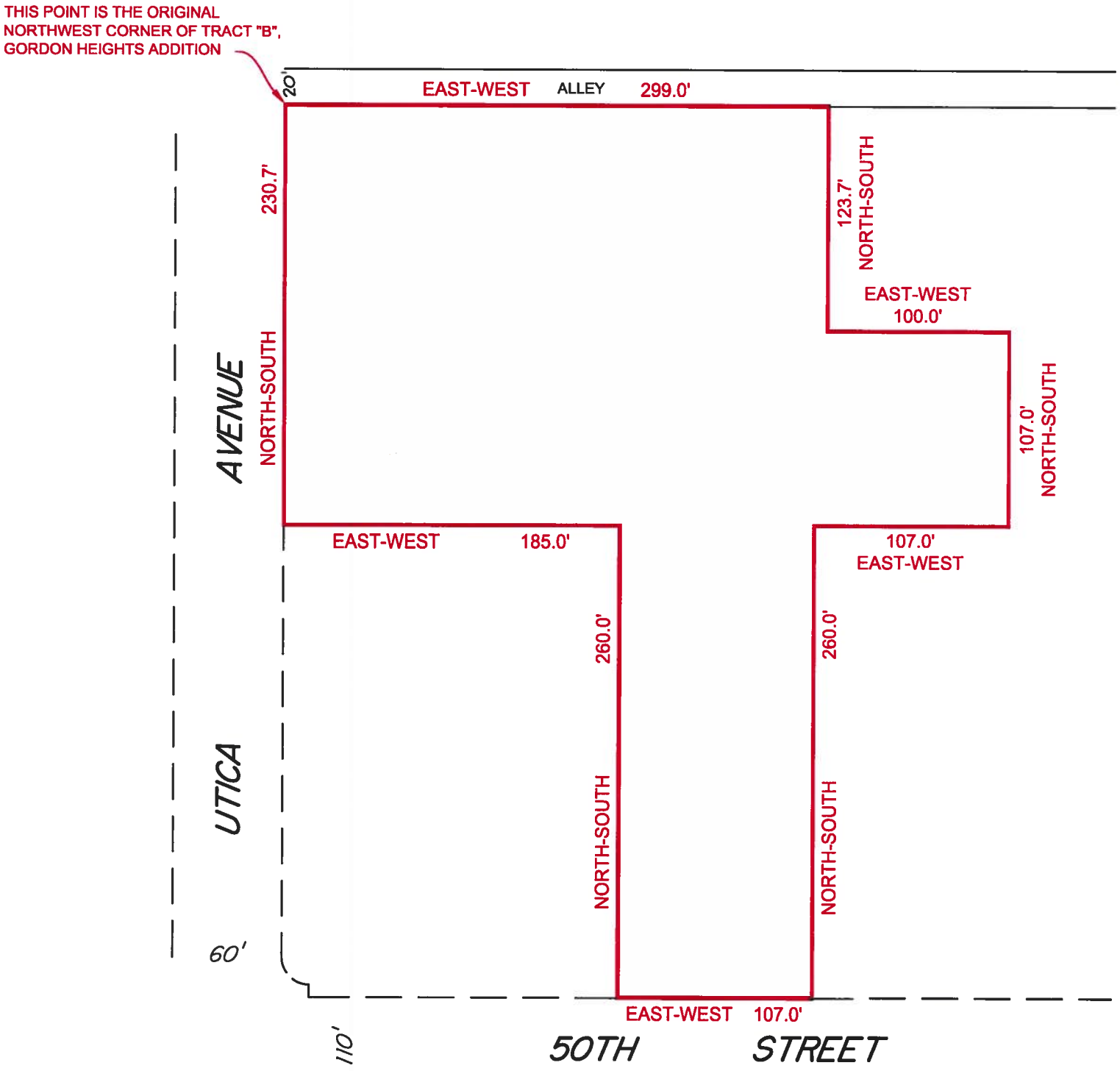
Zone Case No.: 1845-K **Agenda No.:** _____

Request for zoning change from: C-2, C-4 **To:** C-3

2.5 acres of land out of ~~(Block 8 Section 16,)~~ ? ~~to include portions of~~ Tracts A & B Gordon Heights Addition

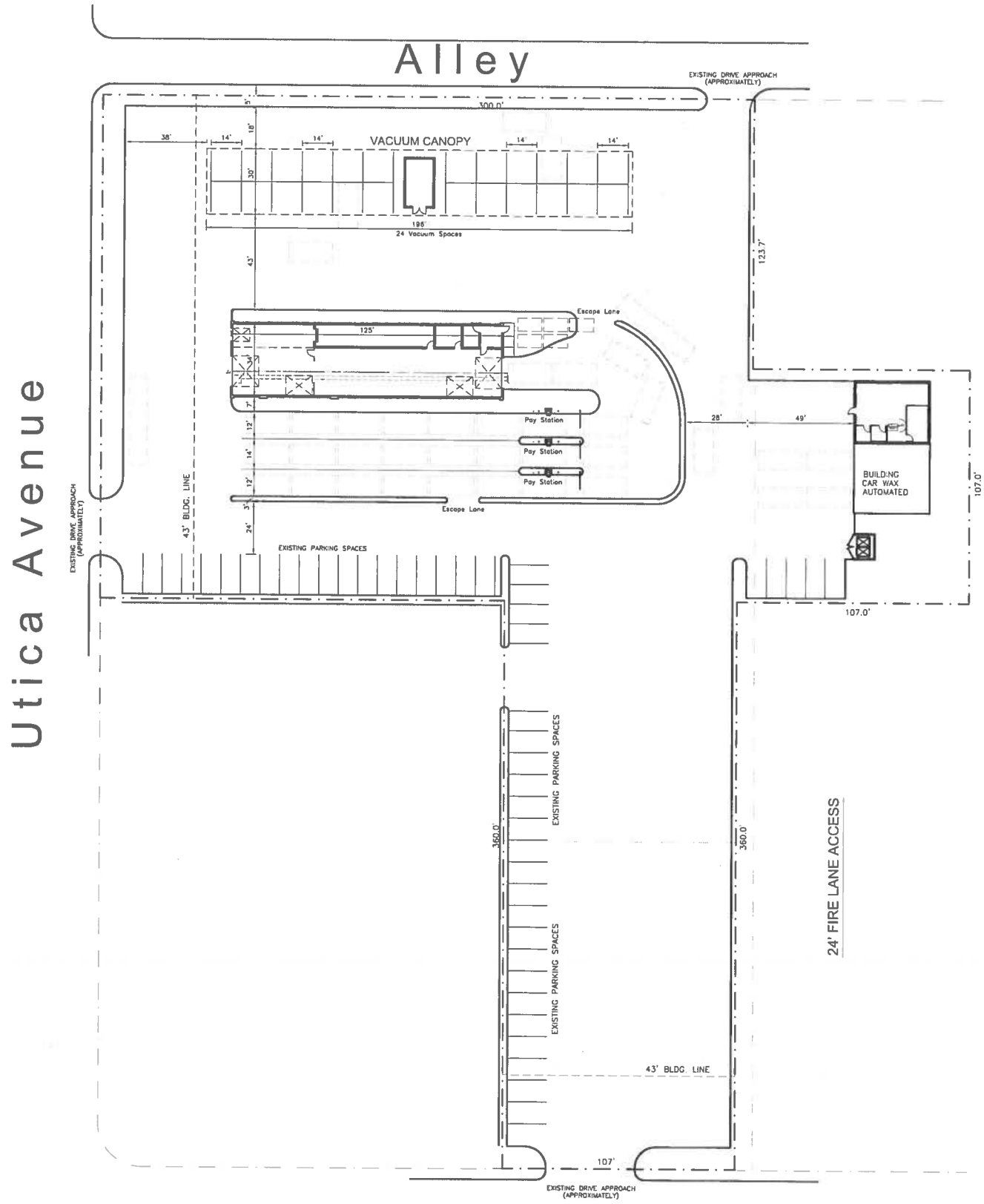
on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 4819 Utica Ave and 4644 50th St



HUGO REED AND ASSOCIATES, INC.

17



01 CONCEPT 2

Scale: 1"=30'-0"

Regular City Council Meeting **6. 28.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0088 for Zone Case 2009-A, a request of Kathy Payton, for JDP Legacy, LLC, for a zoning change from IHC to IHI on 11.6 acres of unplatted land out of Block E, Section 5, 115 South Loop 289.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is a zone change from IHC (Interstate Highway Commercial) to IHI (Interstate Highway Industrial) and to waive the solid screening fence in lieu of a chain link fence.

Adjacent land uses:
N: IHC (vacant land)
S: R-1 (single family homes)
E: M-1 (Lonestar milk transporter)
W: T (playa lake)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outline as interstate commercial. Due to the design guidelines to IHI, the separation from I-27, and the transition towards the industrial portion of the Southeast loop at this location, although the request is a minor change to the CLUP, the change is appropriate and fits the intent of the plan and the location of this proposed zoning.

Zoning Policy:
The purpose of the Interstate Highway districts is to provide for planned, quality developments within the interstate corridor so that persons entering the City along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values.

When proposed development in this district is adjacent to any residentially zoned district, on either side or to the rear, even if separated by a street or alley, a six-foot solid screening fence is required.

This screening fence is intended to protect, buffer, or screen the commercial/industrial uses from any adjacent residential property. In some cases this screening fence can causes more of a detriment than any positive impact. In relatively underdeveloped areas these fences often provide hiding places or barriers for illicit activities. In this case, staff is recommending that the screening fence be waived for any use involving the display of vehicles for sale or rent. However, should the land be used as a stack lot for the storage of materials, the screening fence should be required, to screen the stack lot from the single family neighborhood.

Effect on the adjacent street and thoroughfare system:
None

Recommendations:
On May 1, 2014 the P&Z Commission recommended the request with a unanimous vote, with the following condition:
1. That the screening fence shall be waived for uses with the display of vehicles and trailers for sale or rent. A screening fence shall be required for any use as a stack lot or outside storage of materials which may become a public nuisance.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2009-A

Zone Case 2009-A

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. 2009-A;** A ZONING CHANGE FROM **IHC** TO **IHI** ZONING DISTRICT ON **11.6 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 5,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2009-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHI** zoning district on **11.6 acres**

of unplatted land out of Block E, Section 5, City of Lubbock, Lubbock County, Texas located at **115 South Loop 289,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the screening fence shall be waived for uses with the display of vehicles and trailers for sale or rent. A screening fence shall be required for any use as a stack lot or outside storage of materials which may become a public nuisance.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

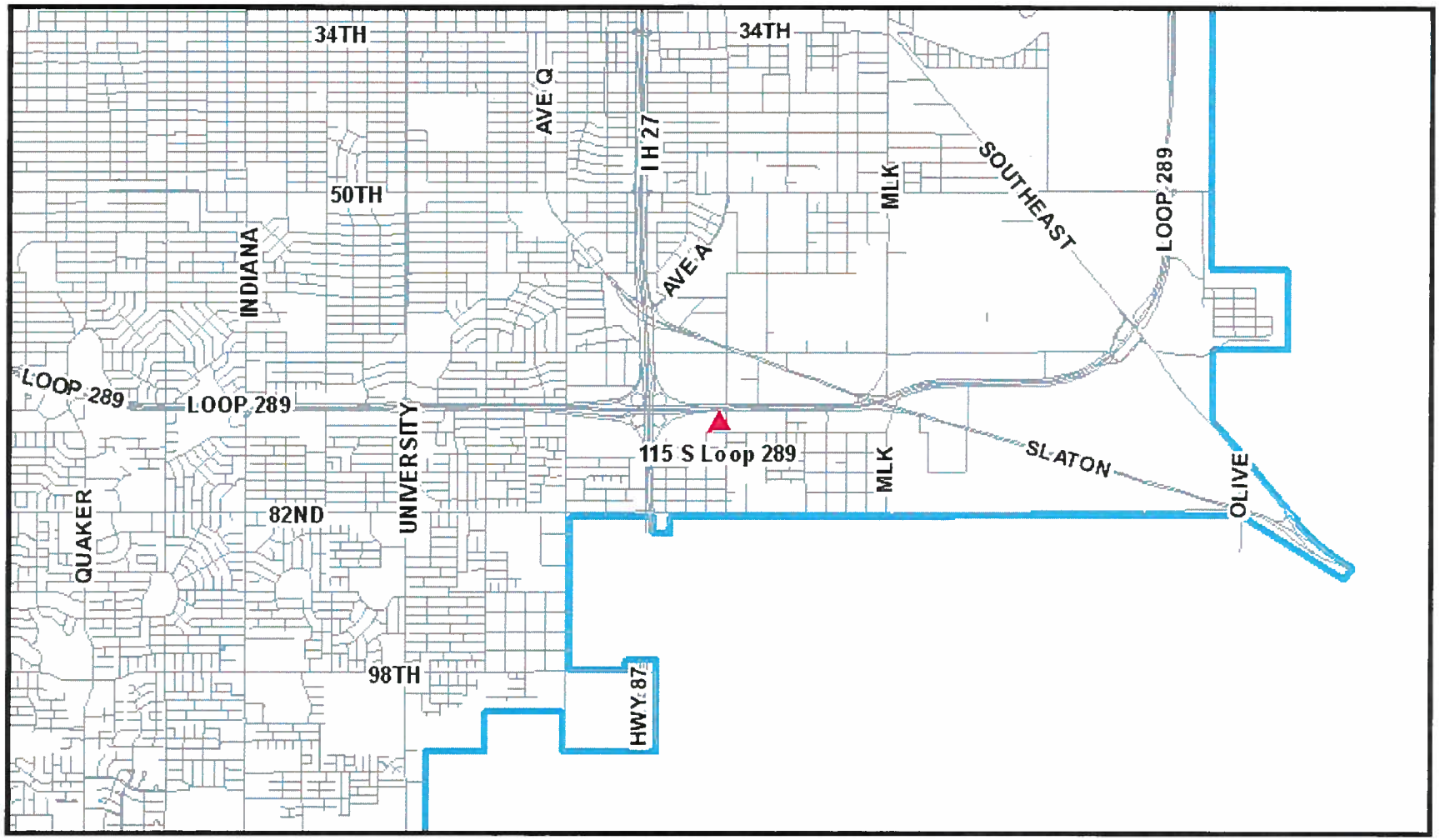
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

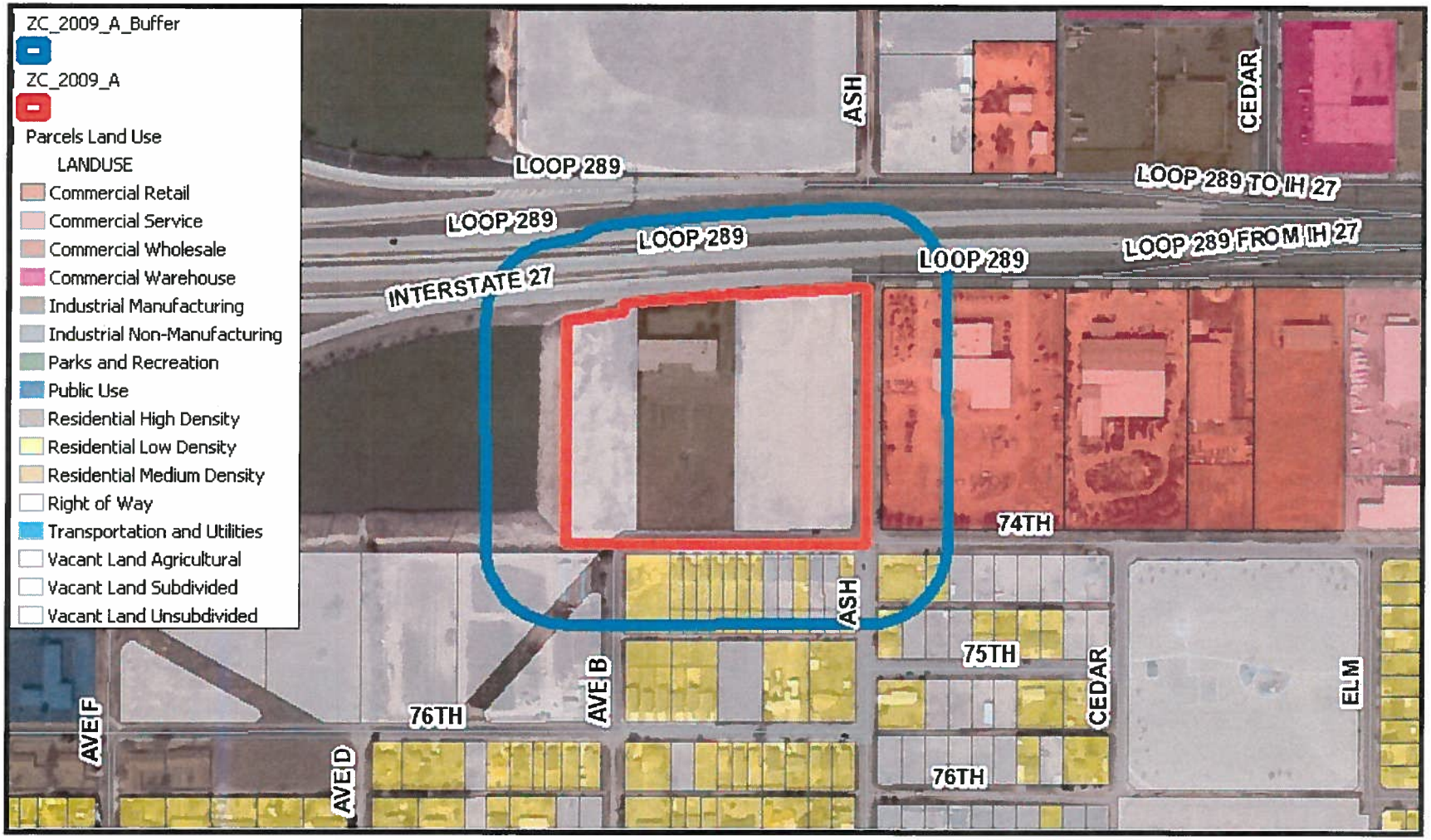
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2009-A
May 1, 2014

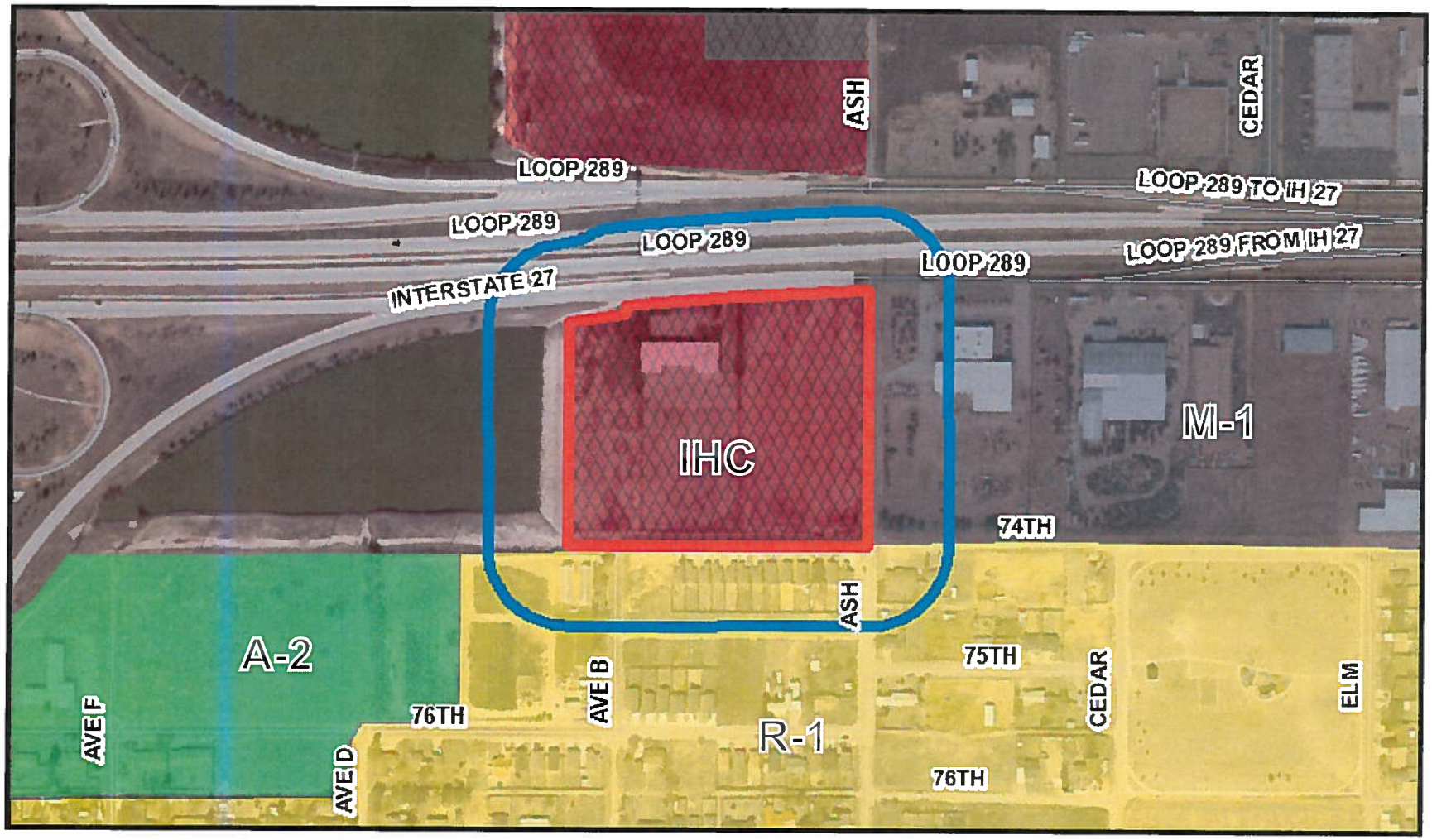


P.Z.C. Case 2009-A



P.Z.C. Case 2009-A

Request of Kathy Payton (for JDP Legacy, LLC) for a zoning change from IHC to IHI, 115 South Loop 289



P.Z.C. Case 2009-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Kathy Payton
5331 85th St.
Street/Post Office Box
Lubbock, TX 79424
City State Zip
(806) 781 6288
Telephone

For JDP Legacy, LLC
5331 85th St.
Street/Post Office Box
Lubbock, TX 79424
City State Zip
(806) 798 6290
Telephone

Location or Address: 115 S Loop 289 and adjoining vacant lots (1 east, 1 west)

Legal Description:* See attached.

Existing Land Use: Office, Warehouse & stack lot **Existing Zoning:** IHC

Acreage or Square Footage of Property: Approx 12,000 Office & warehouse, 10.5 ac

Zoning Requested: IHI

Proposed Development: Equipment rental, RV/Boat sales/service, rent-a-shops, mini-warehouses, logistics hub, or etc.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Kathy Payton
Applicant's Signature

4-7-14
Date

Filing Fee: 506.80
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

M+R M-P 18

CH: 2270
REC: 18115

Zone Case No.: 2009-A **Agenda No.:** _____

Request for zoning change from: IHC **To:** IHI

11.6 Acres of unplatted land out of block E Section 5

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 115 S Loop 289

SR

METES AND BOUNDS DESCRIPTION of an approximate 11.6 acre tract of land located in Section 5, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at the Southeast corner of the Northeast Quarter of Section 5, Block E, Lubbock County, Texas, being the center point of the intersection of Ash Avenue and East 74th Street;

THENCE S. 89°57'58" W., along the centerline of East 74th Street, at approximately 676.5 feet pass a point in the West right of way of Avenue "B" and East 74th Street, and continuing for a total approximate distance of 787.6 feet to a point;

THENCE N. 00°04'11" W. an approximate distance of 585.4 feet to a point in the South right of way line of South Loop 289;

THENCE N. 80°35'24" E., along said right of way, an approximate distance 151.9 feet to a point;

THENCE N. 00°52'53" W., along said right of way, an approximate distance of 20.0 feet to a point;

THENCE N. 85°17'04" E., along said right of way, an approximate distance of 300.9 feet to a point;

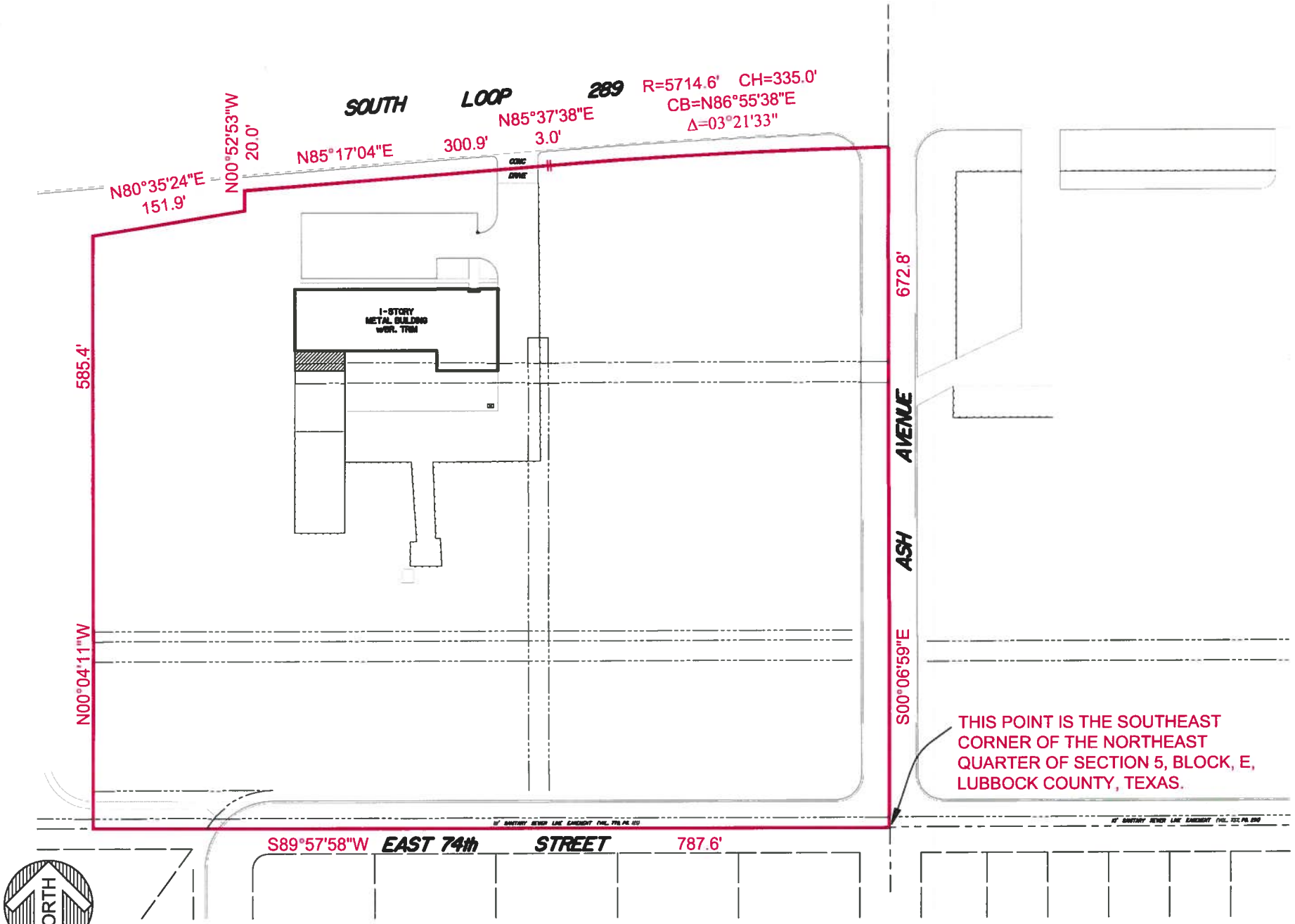
THENCE N. 85°37'38" E., along said right of way, an approximate distance of 3.0 feet to a point of intersection;

THENCE Northeasterly, along said right of way, along a curve to the right, said curve having an approximate radius of 5714.6 feet, a central angle of 03°21'33", an approximate chord distance of 335.0 feet, and a chord bearing of N. 86°55'38" E., to a point in the East line of Section 5, Block E, Lubbock County, Texas, and the Centerline of Ash Avenue;

THENCE S. 00°06'59" E., along said Section line, an approximate distance of 672.8 feet to the point of beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT AN ACTUAL SURVEY.

April 17, 2014


SOUTH LOOP 289
R=5714.6'
CH=335.0'
CB=N86°55'38"E
Δ=03°21'33"
N85°37'38"E
3.0'
N85°17'04"E
300.9'
N00°52'53"W
20.0'
N80°35'24"E
151.9'
CONC DRIVE
1-STORY METAL BUILDING w/BR. TRIM
585.4'
672.8'
ASH AVENUE
N00°04'11"W
S00°06'59"E
THIS POINT IS THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, BLOCK, E, LUBBOCK COUNTY, TEXAS.
S89°57'58"W
EAST 74th STREET
787.6'
NORTH
Not to Scale

Regular City Council Meeting **6. 29.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0085 for Zone Case 3047-M, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on 0.567 acres of unplatted land out of Block E-2, Section 23, east of Trafalgar Avenue and south of 114th Street.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for Garden Office zoning on a few remaining single family lots of a near fully developed neighborhood. These lots are adjacent to the thoroughfare.

Adjacent land uses:
North- Zoned A-2 and AM Specific Use but consists of a community center/ tennis center and restaurant (Las Brisas).
To the west and south is Vintage Township, single family.
To the east is zoned single family but is largely a drainage easement and not buildable property.

Comprehensive Land Use Plan (CLUP):
Garden Office fits into the comprehensive plan as a buffer district. Although not usually illustrated on the map version of the CLUP, the garden office and apartment zoning districts, as buffers, are appropriate along a thoroughfare between the commercial corners, such as this request.

Zoning Policy:
As a buffer to the neighborhood and along a thoroughfare, the garden office is a suitable fit in the zoning policies. Garden Office is specifically intended to mimic single family development in style and scale. With this request in filling vacant R-1 lots is a viable request.

Effect on the adjacent street and thoroughfare system:
With the conditions recommended there should be limited impact on the thoroughfare system.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That there shall be no curb cuts along 114th Street.
2. That the screening fence on the south property line shall be waived and allow a curb cut on 115th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3047-M

Zone Case 3047-M

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-M;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **0.567 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3047-M

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **GO** zoning district

on **0.567 acres of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas located at **east of Trafalgar Avenue and south of 114th Street,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT there shall be no curb cuts along 114th Street.**

2. **THAT the screening fence on the south property line shall be waived and allow a curb cut on 115th Street.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

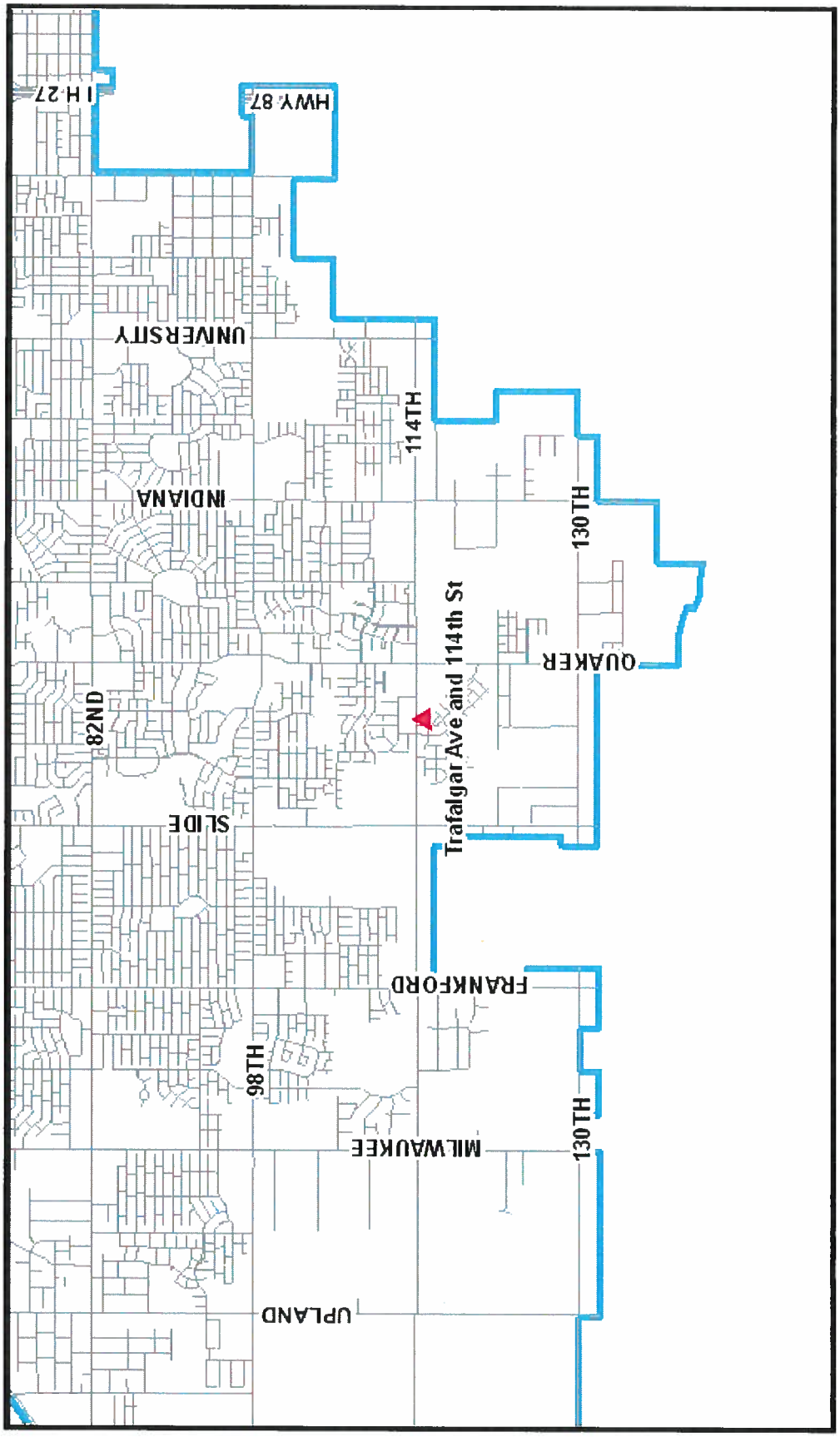
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

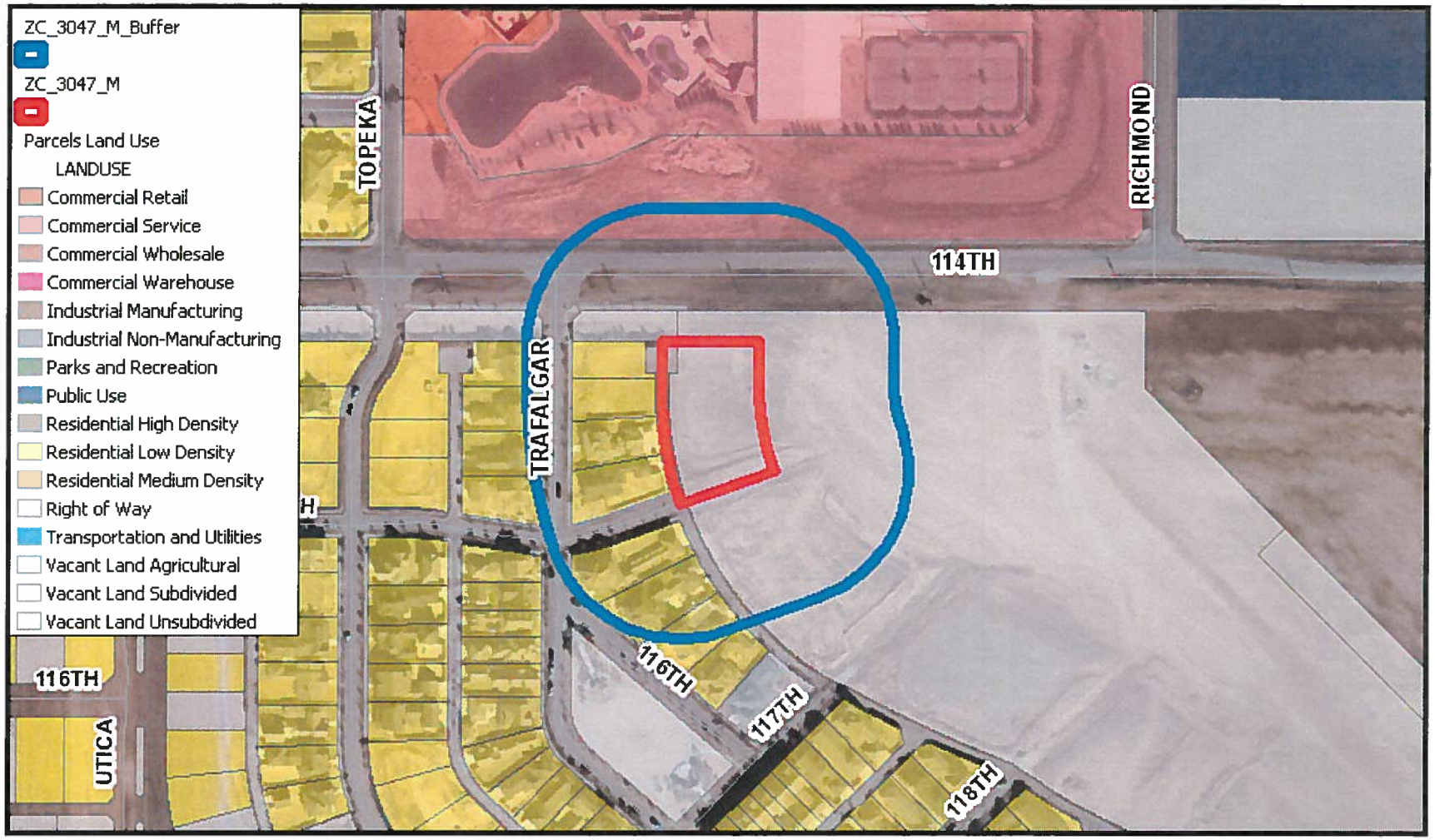
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-M
May 1, 2014

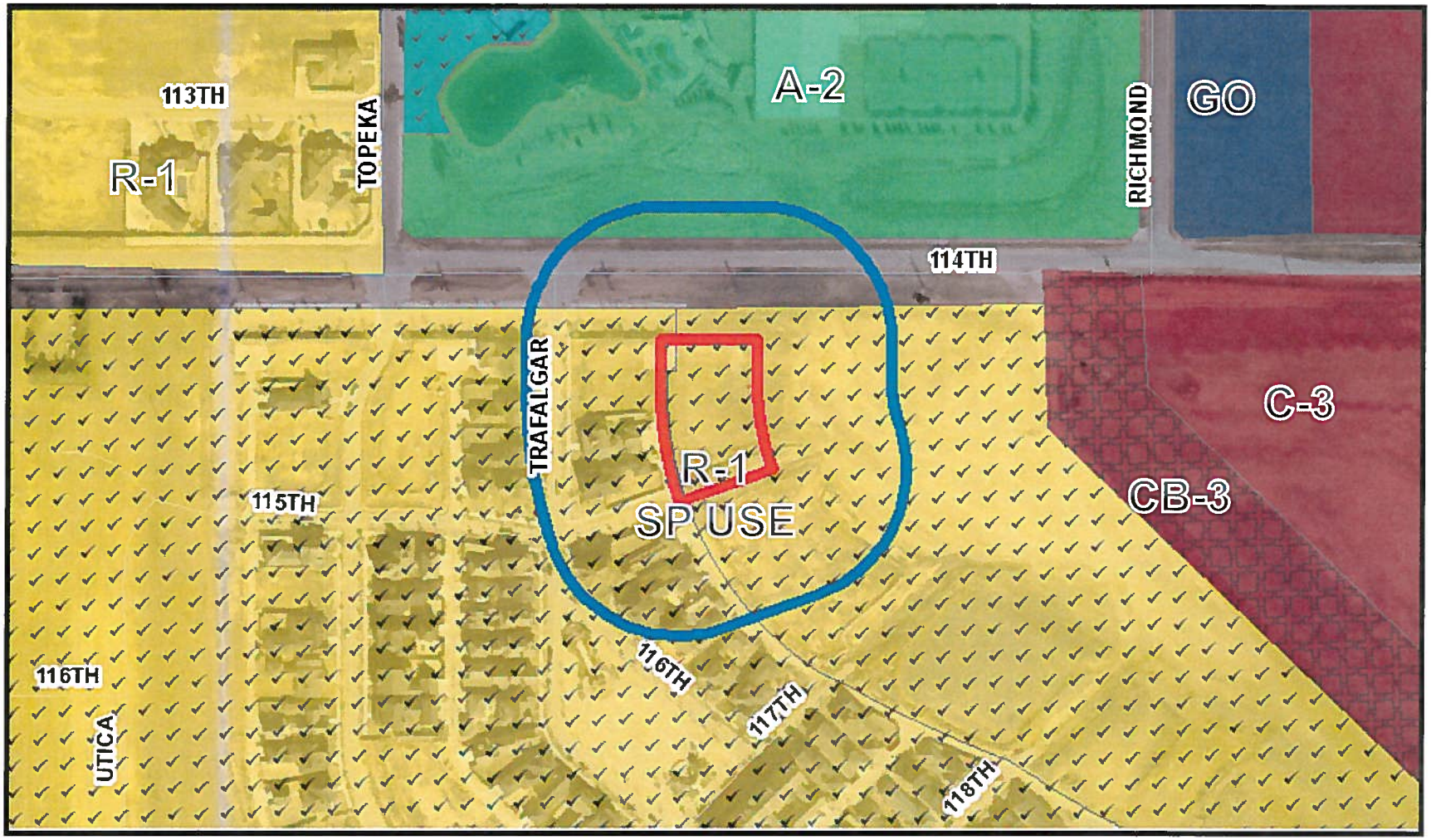


P.Z.C. Case 3047-M



P.Z.C. Case 3047-M

Request of Joshua Allen for a zoning change from R-1 Specific Use to GO, east of Trafalgar Avenue and south of 114th Street



P.Z.C. Case 3047-M Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JOSHUA ALLEN & CRAIG ROBERSON

PO Box 54168
Street/Post Office Box

LUBBOCK TX 79453
City State Zip

(806) 549-5000
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: _____

Legal Description:* _____

Existing Land Use: R1 **Existing Zoning:** GO

Acreage or Square Footage of Property: _____

Zoning Requested: R1 to GO for Office

Proposed Development: Office uses

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** _____

Applicant's Signature **Date**

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

Rec-1800 / CH-2692 2 of 2 M+B Map 41

Zone Case No.: 3047-LM **Agenda No.:** _____

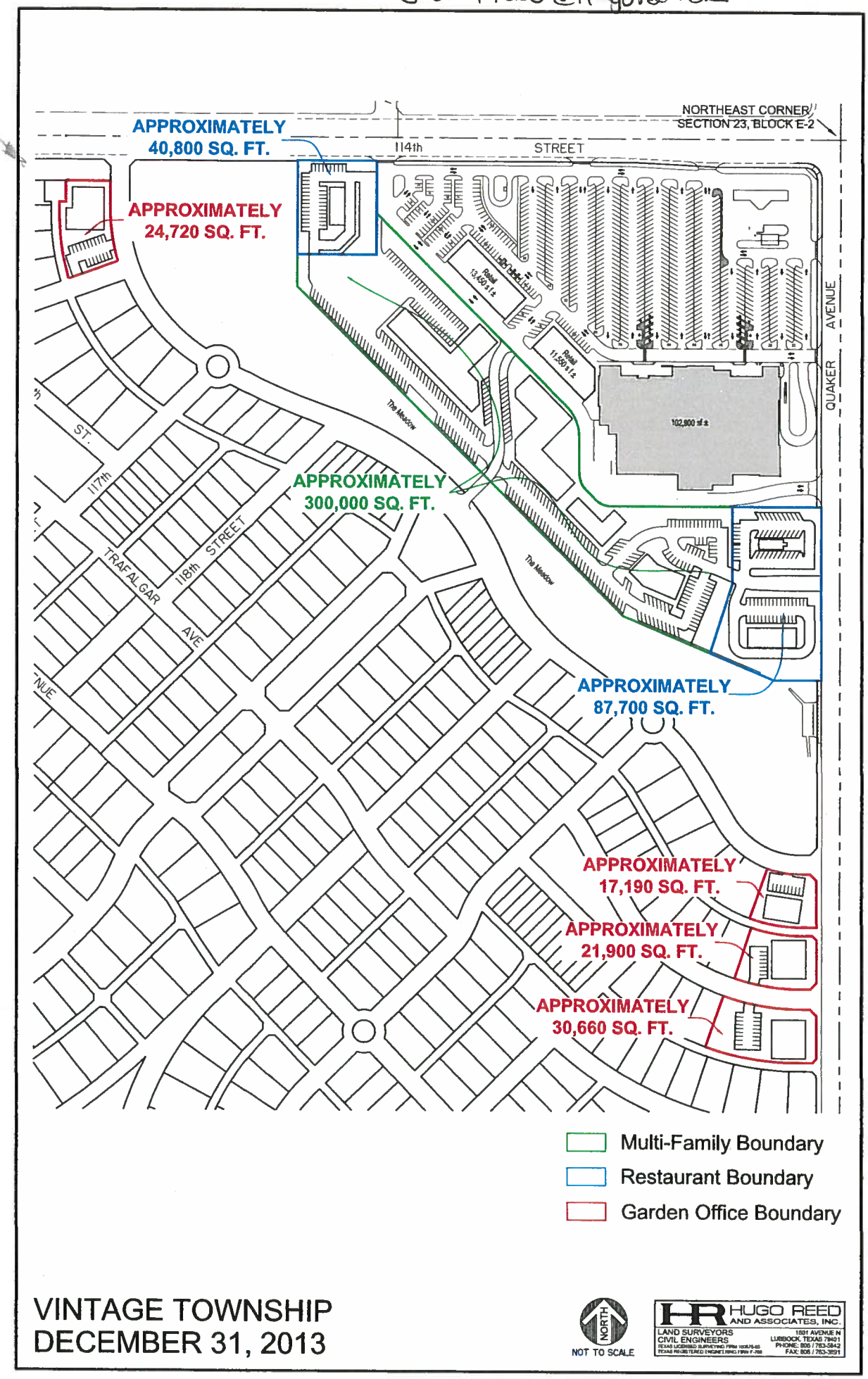
Request for zoning change from: R-1 SP use **To:** GO

0.567 acres of unplatted land out of Block E-2 Section 23

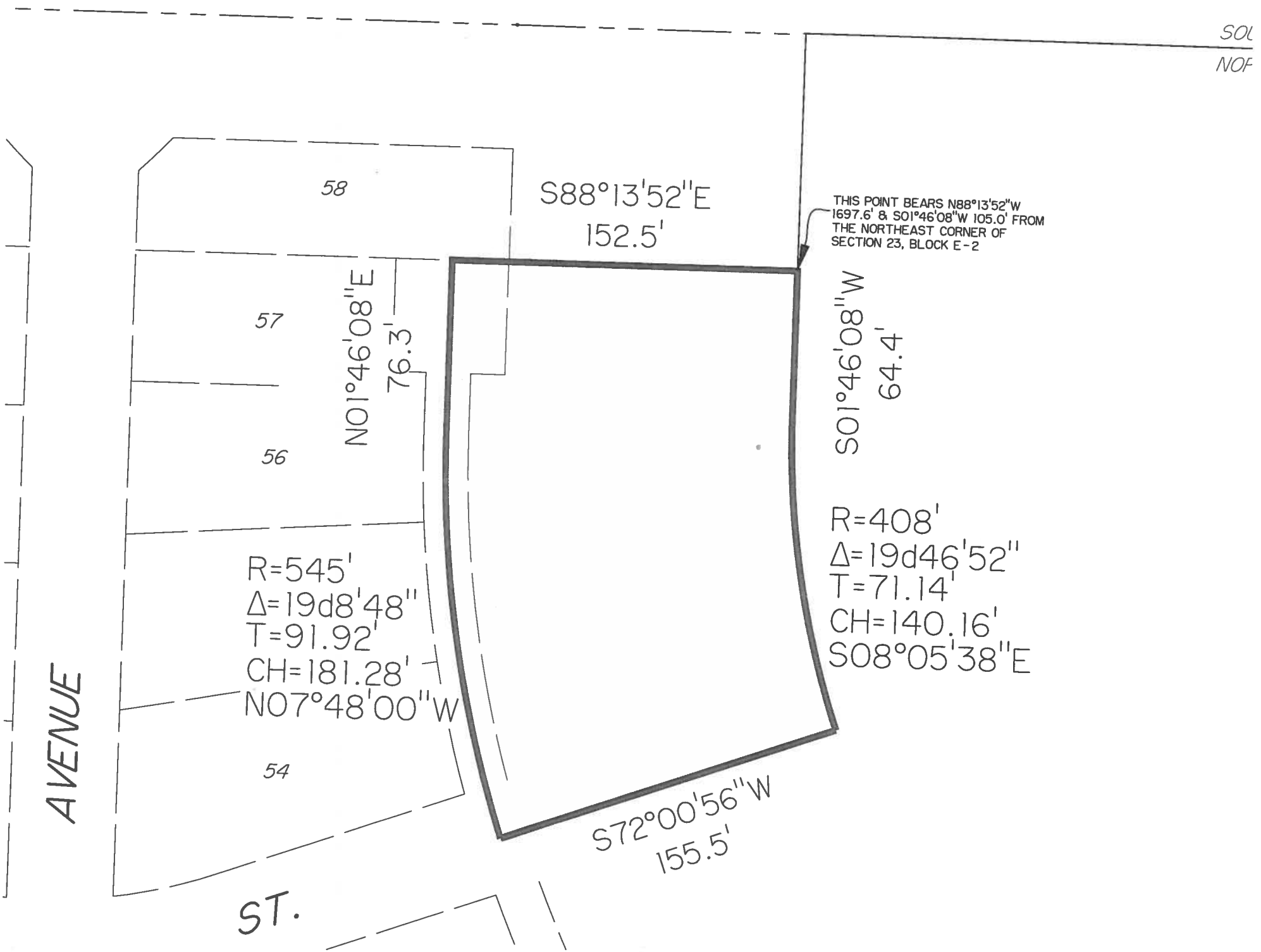
on Lot(s): _____ **Block(s):** E. of TRAFALGAR ~~W. of Quaker~~

Subdivision: _____ **Address:** ~~E of Trafalgar Ave~~ and S of 114th St

J. SHOFFORD@HRGUSA.COM



VINTAGE TOWNSHIP
DECEMBER 31, 2013


SOU
NOF
58
57
56
54
S88°13'52"E
152.5'
THIS POINT BEARS N88°13'52"W
1697.6' & S01°46'08"W 105.0' FROM
THE NORTHEAST CORNER OF
SECTION 23, BLOCK E-2
N01°46'08"E
76.3'
S01°46'08"W
64.4'
R=545'
Δ=19d8'48"
T=91.92'
CH=181.28'
N07°48'00"W
R=408'
Δ=19d46'52"
T=71.14'
CH=140.16'
S08°05'38"E
S72°00'56"W
155.5'
AVENUE
ST.

Regular City Council Meeting **6. 30.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0086 for Zone Case 3047-N, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23, 12120-12128 Salisbury Avenue and north of the alley.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for Garden Office zoning on a few remaining single family lots of a near fully developed neighborhood. These lots are adjacent to the thoroughfare.

Adjacent land uses:
To the west and south are Vintage Township and a separate townhome development, both zoned single family.
To the east is vacant land zoned Transitional.
To the north is zoned single family but is largely a drainage easement and not buildable property.

Comprehensive Land Use Plan (CLUP):
Garden Office fits into the CLUP as a buffer district. Although not usually illustrated on the map version of the CLUP, the garden office and apartment zoning districts, as buffers, are appropriate along a thoroughfare between the commercial corners, such as this request.

Zoning Policy:
As a buffer to the neighborhood and along a thoroughfare, the garden office is a suitable fit in the zoning policies. Garden Office is specifically intended to mimic single family development in style and scale. With this request in filling vacant R-1 lots is a viable request.

Effect on the adjacent street and thoroughfare system:
With the conditions recommended there should be limited impact on the thoroughfare system.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That there shall be no curb cuts along Quaker Avenue.
2. That a portion of the screening fence to the south property line of the south tract on Salisbury Avenue shall be waived to allow vehicular access to the alley.

Fiscal Impact

None.

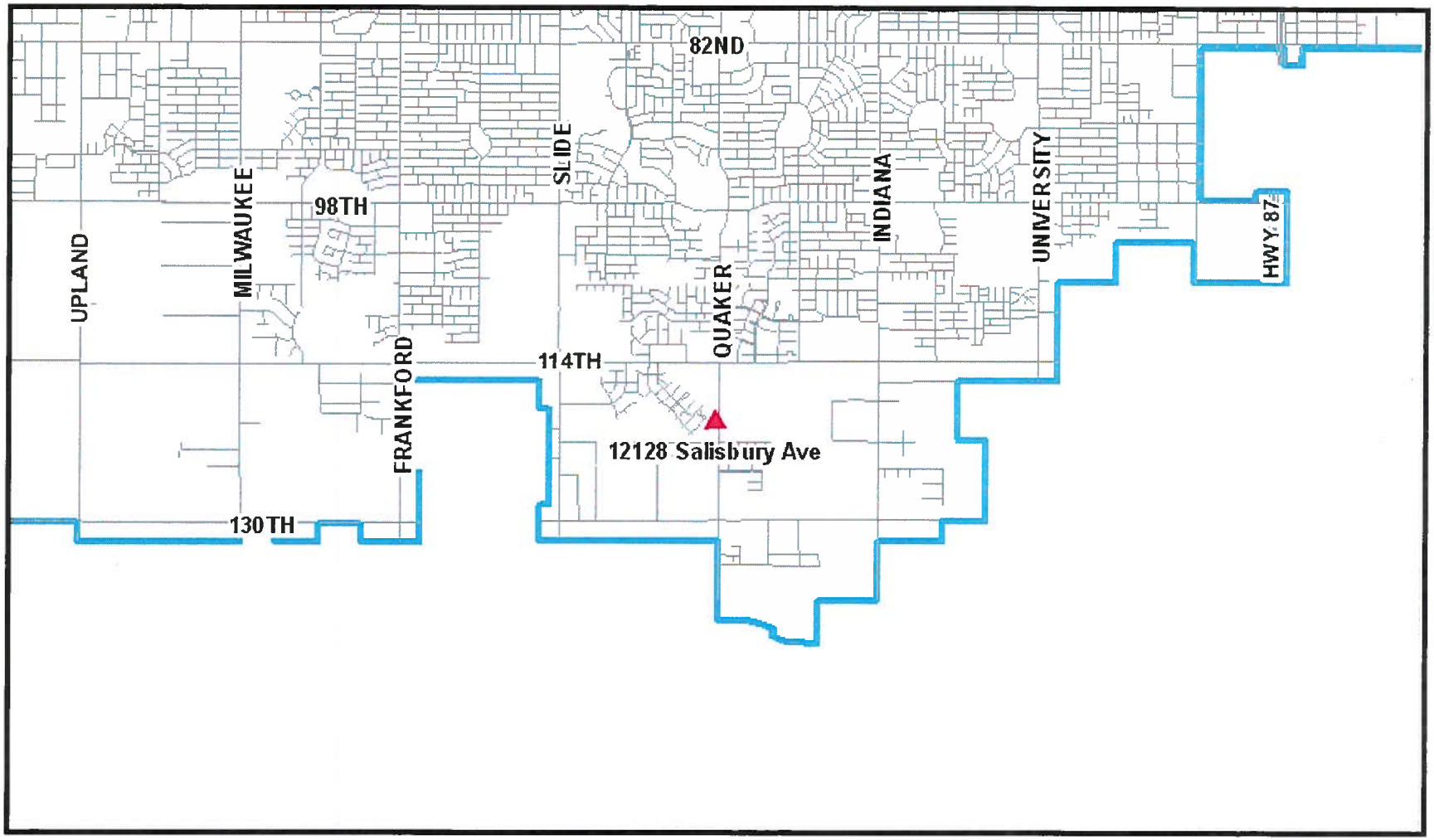
Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

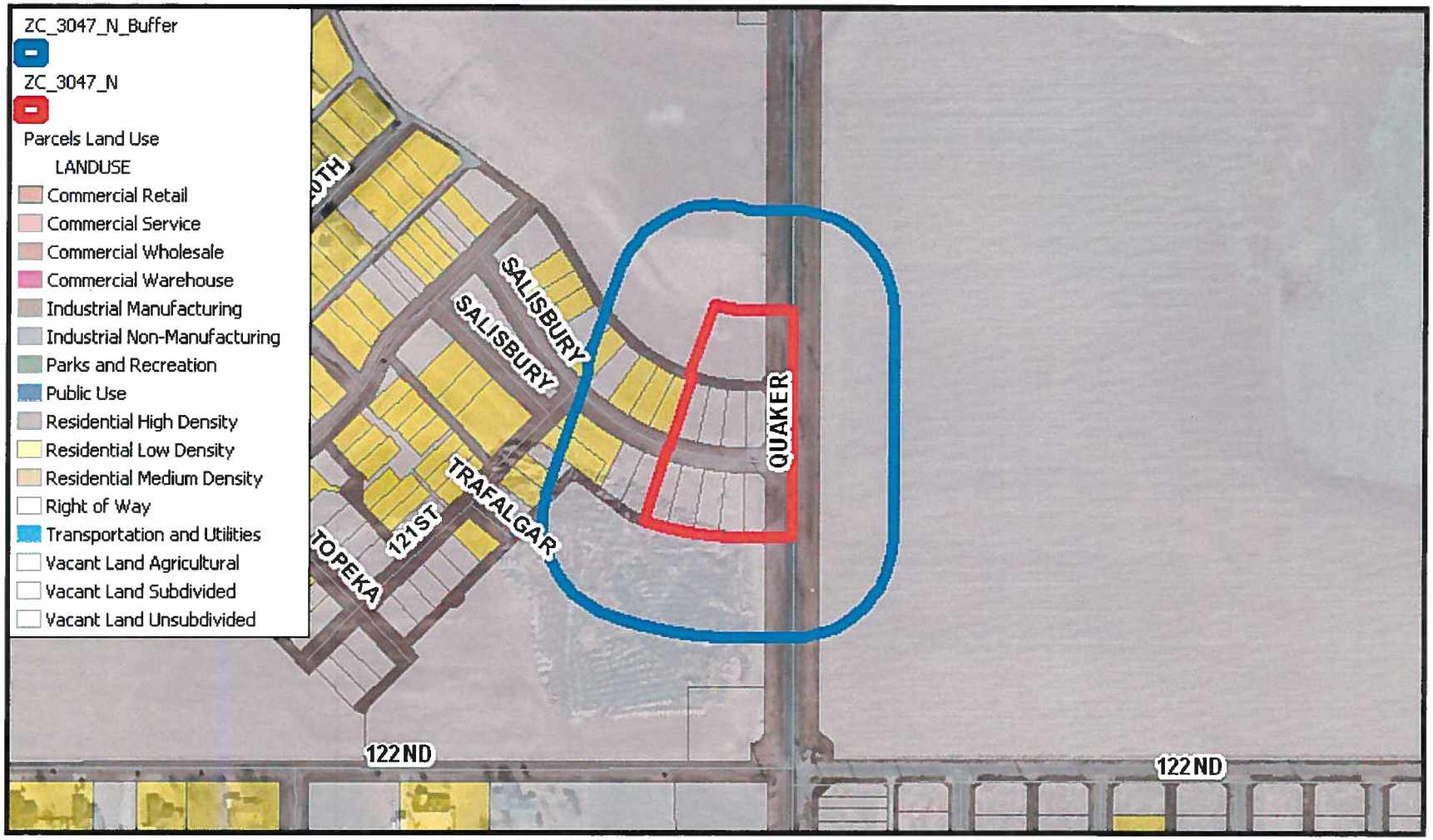
Attachments

PZC 3047-N

3047-N Ordinance

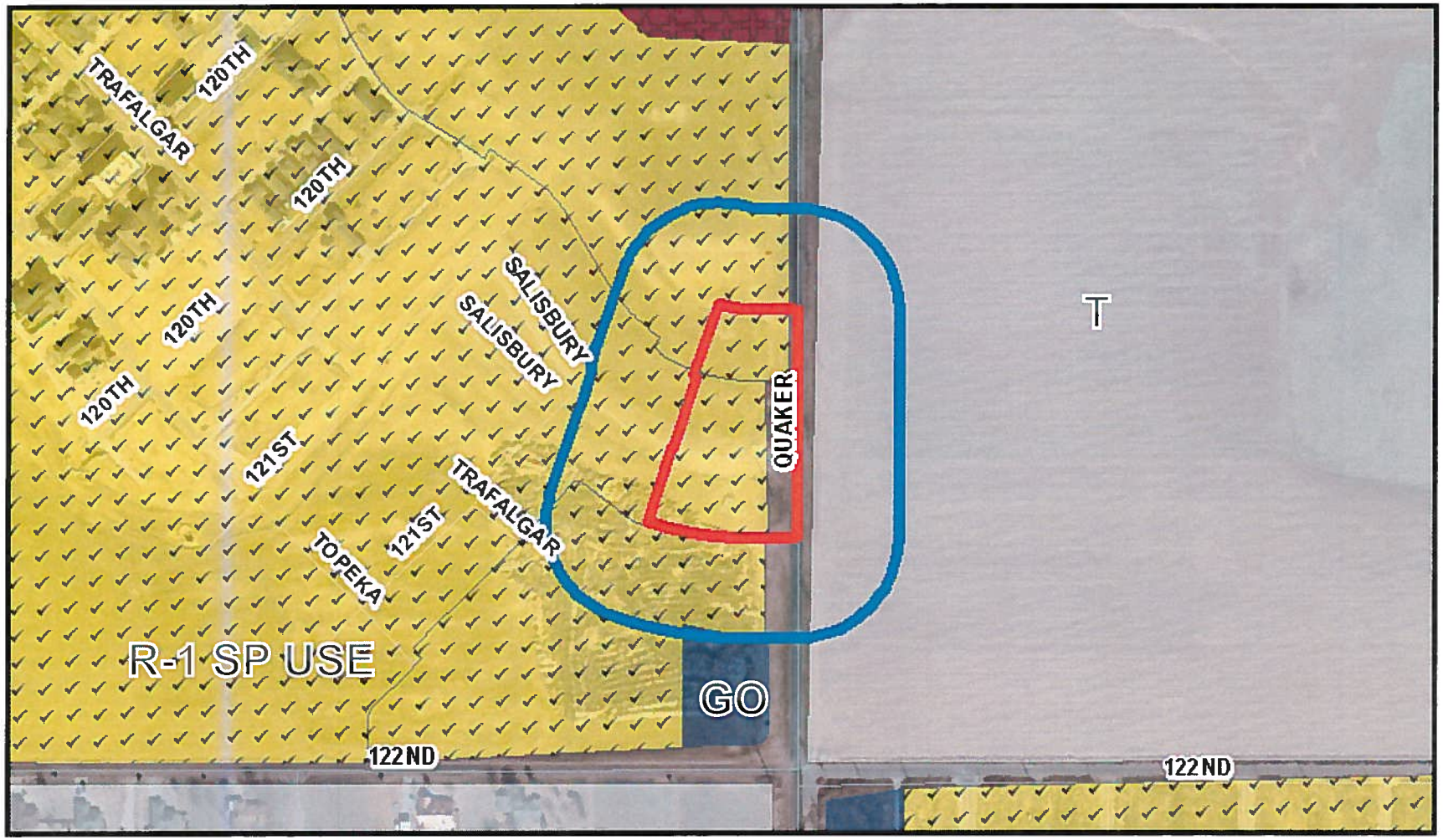


P.Z.C. Case 3047-N



P.Z.C. Case 3047-N

Request of Joshua Allen for a zoning change from R-1 Specific Use to GO, 12120-12128 Salisbury Avenue and north of the alley



P.Z.C. Case 3047-N Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JOSHUA ALLEN & CRAIG ROBERSON **For**

PO BOX 54168
Street/Post Office Box

LUBBOCK TX 79453
City State Zip

(806) 549-5000
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 12120 - 12128 of Salisbury Ave.

Legal Description:*

Existing Land Use: R1 **Existing Zoning:**

Acreage or Square Footage of Property:

Zoning Requested: R1 to GO for office

Proposed Development: Office uses

If property is not subdivided, will preliminary plat be submitted? Yes Portions are platted. No

Applicant's Signature **Date**

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

RCC-18061 > 1 of 2
CH-2692

For City Use Only

MTP map 41

Zone Case No.: 3047-BN **Agenda No.:**

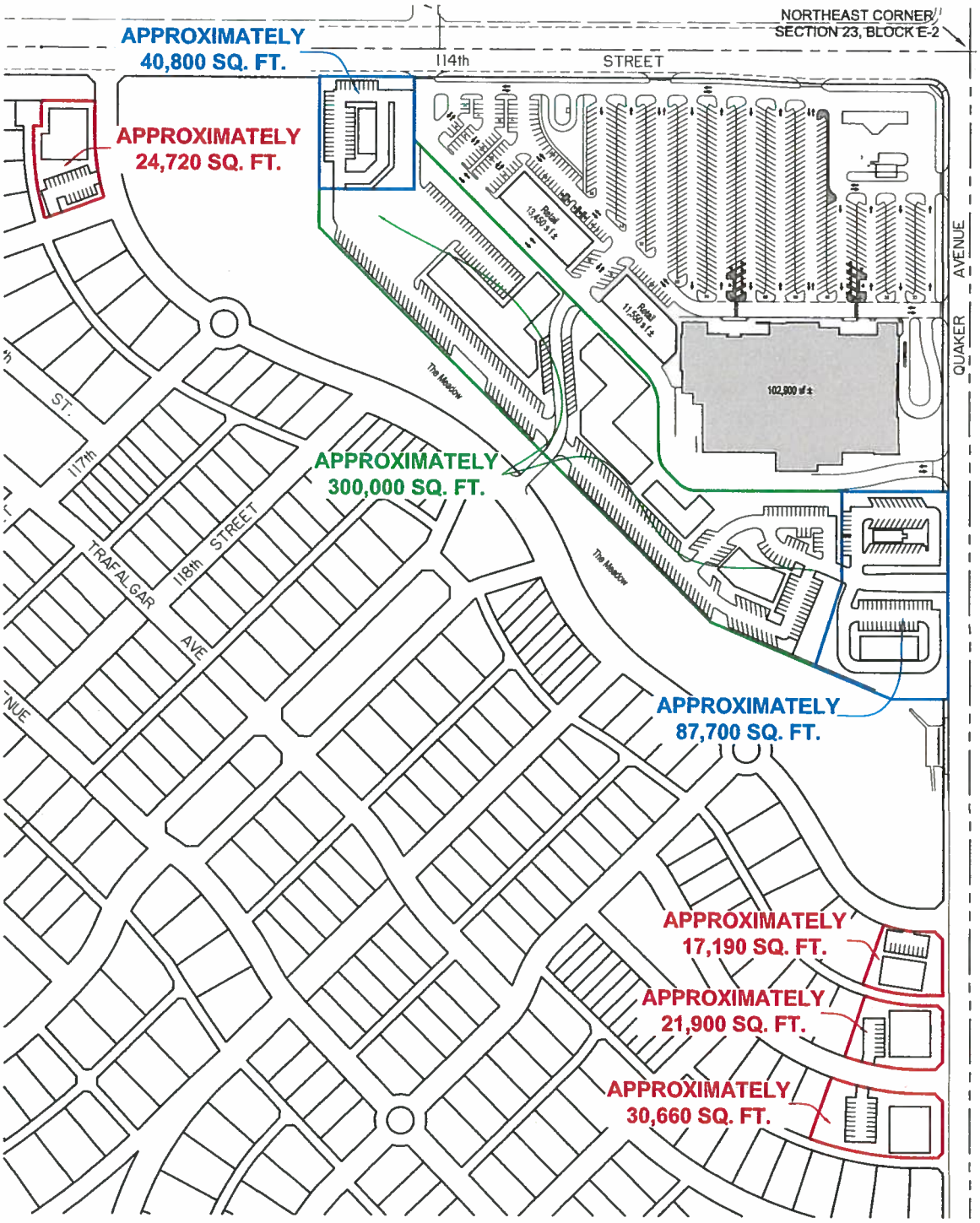
Request for zoning change from: R-1 SP use **To:** GO

1.601 Acres of unplatted land out of Block E-2 Section 23

on Lot(s): **Block(s):**

Subdivision: **Address:** Salisbury Ave at Quaker Ave

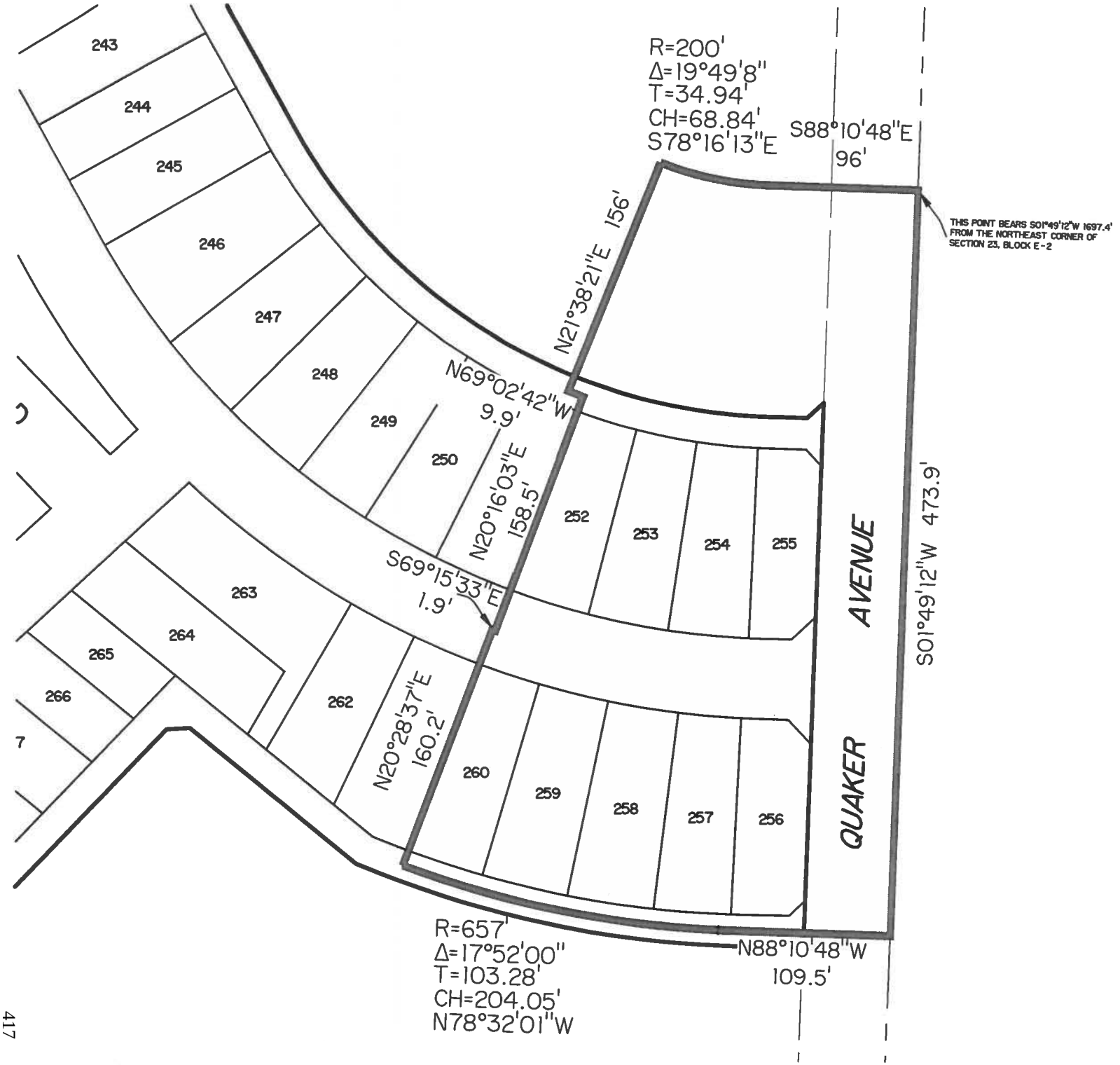
J. SHOFFORD @ Hrgusa.com



VINTAGE TOWNSHIP
DECEMBER 31, 2013

NOT TO SCALE

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5942
FAX: 806 / 763-3891


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258
257
256
R=200'
Δ=19°49'8"
T=34.94'
CH=68.84'
S78°16'13"E
S88°10'48"E
96'
THIS POINT BEARS S01°49'12"W 1697.4' FROM THE NORTHEAST CORNER OF SECTION 23, BLOCK E-2
N21°38'21"E 156'
N69°02'42"W
9.9'
N20°16'03"E
158.5'
S69°15'33"E
1.9'
N20°28'37"E
160.2'
QUAKER AVENUE
S01°49'12"W 473.9'
R=657'
Δ=17°52'00"
T=103.28'
CH=204.05'
N78°32'01"W
N88°10'48"W
109.5'

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.: 3047-N**

In Favor of X

Opposed ____

RECEIVED
APR 23 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name ERIC HUNTLEY

Signature: _____

Address: 12117 SALISBURY LUBBOCK, TX

Address of Property Owned: 12117 SALISBURY LUBBOCK, TX 79424

5 of 13

Zone Case Number: **3047-N** 91864
HUNTLEY, ERIC
12117 SALISBURY BLVD

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(6)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-N**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

I own these lots (Josh has them under contract), having bought them from Paul Stell a year or so ago. Had I been in on the initial planning of this sub-division, I would not have put residential lots on Quaker Avenue in the first place. GO is an ideal transition/buffer for the rest of the lots in Vintage and to my knowledge, all of the nearby neighbors are in favor of this change. I've had several people want to buy these lots for rental properties, but have resisted doing that; Josh Allen has been planning this office use for over a year and I have been "holding" the lots for him as I think this is the best plan for Vintage Township. I would ask that you give him unanimous approval for this request.

Print Name George H McMahon

Signature: [signature]

Address: 7703 LaSalle Ave. 79424

Address of Property Owned: Lots 252-260

7 of 13

Zone Case Number: 3047-N 91872
LUBBOCK VINTAGE MARKETING
7703 LASALLE AVE
LUBBOCK TX 79424

RECEIVED
APR 25 REC'D
PLANNING DEPARTMENT

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-N;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **LOTS 252-260 VINTAGE TOWNSHIP AND A PORTION OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3047-N

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 specific use** to **GO** zoning district

on **lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas located at **12120-12128 Salisbury Avenue and north of the alley,** subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT there shall be no curb cuts along Quaker Avenue.**

2. **THAT a portion of the screening fence to the south property line of the south tract on Salisbury Avenue shall be waived to allow vehicular access to the alley.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-N
May 1, 2014

Regular City Council Meeting **6. 31.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0089 for Zone Case 3048-F, a request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes on Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition, 2100 Block of 10th Street, between Avenue U and Avenue V.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is for a zone change from R-1 Specific Use to A-1 Specific Use for townhomes.

Adjacent land uses:
N: R-1 Specific Use (vacant lots)
S: A-2 Specific Use (townhomes/gardenhomes)
E: A-3 Specific Use (Apartments)
W: A-2 (Apartments)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area designated for residential medium-high density. The change to A-1, an apartment district, is in keeping with the plan.

Zoning Policy:
By applying for Specific Use, the proponent is tying the construction to a proposed townhome development along with maintaining the North Overton design guidelines.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to townhome construction which must meet the North Overton residential design guidelines.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3048-F

Zone Case 3048-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3048-F;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **A-1 SPECIFIC USE** FOR **TOWNHOMES**, ON **LOTS 1 THROUGH 14, BLOCK 1 AND LOTS 15 THROUGH 35, BLOCK 2, OVERTON PARK ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3048-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **A-1 Specific Use** for **townhomes** on **Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition,** City of Lubbock, Lubbock County, Texas, located at **2100 Block of 10th Street, between Avenue U and Avenue V,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be limited to townhome construction which must meet the North Overton residential design guidelines.**

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 **2100 Block of 10th Street, between Avenue U and Avenue V**, 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 _____.

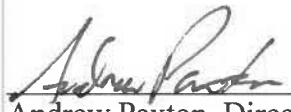
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



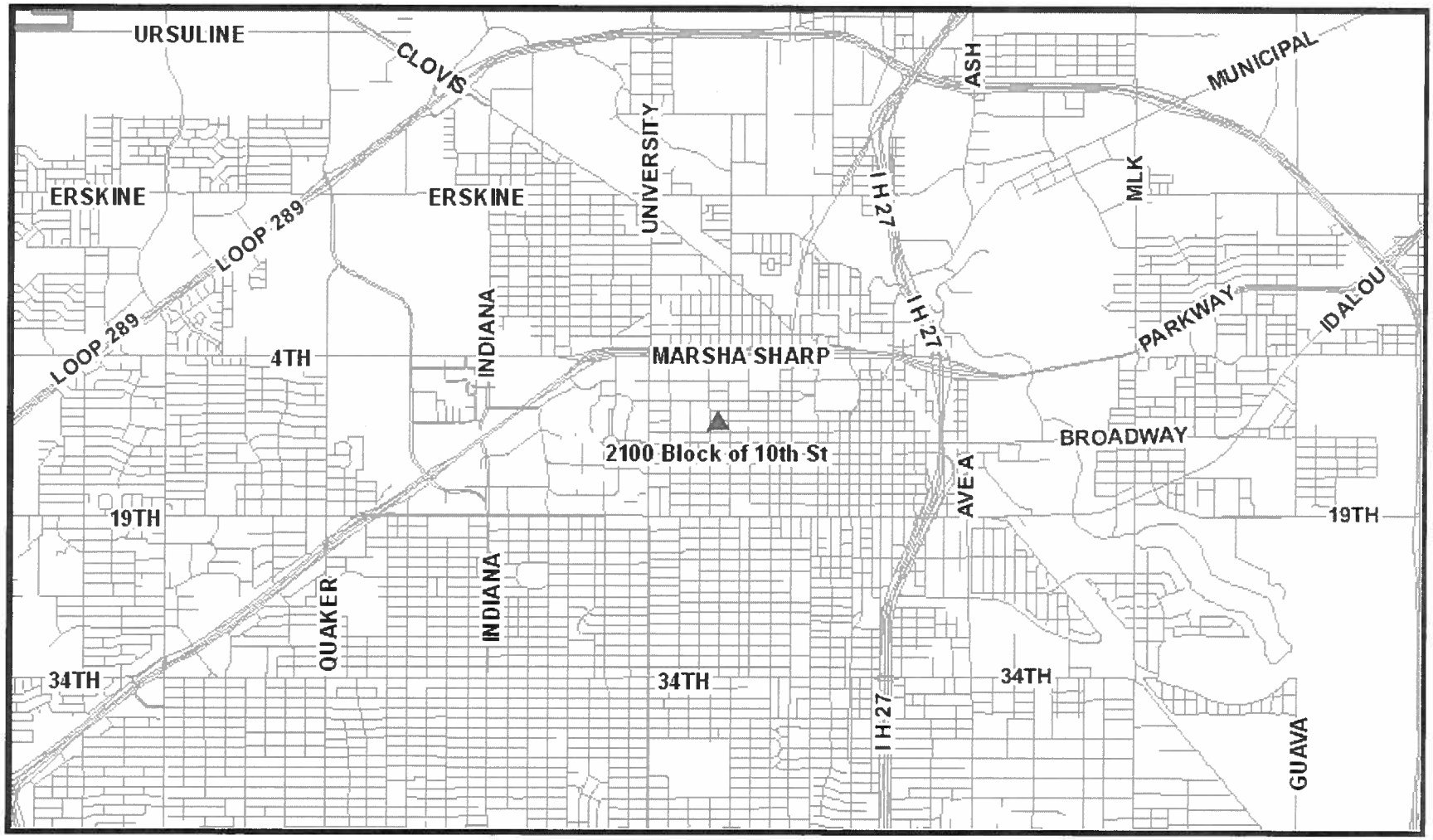
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

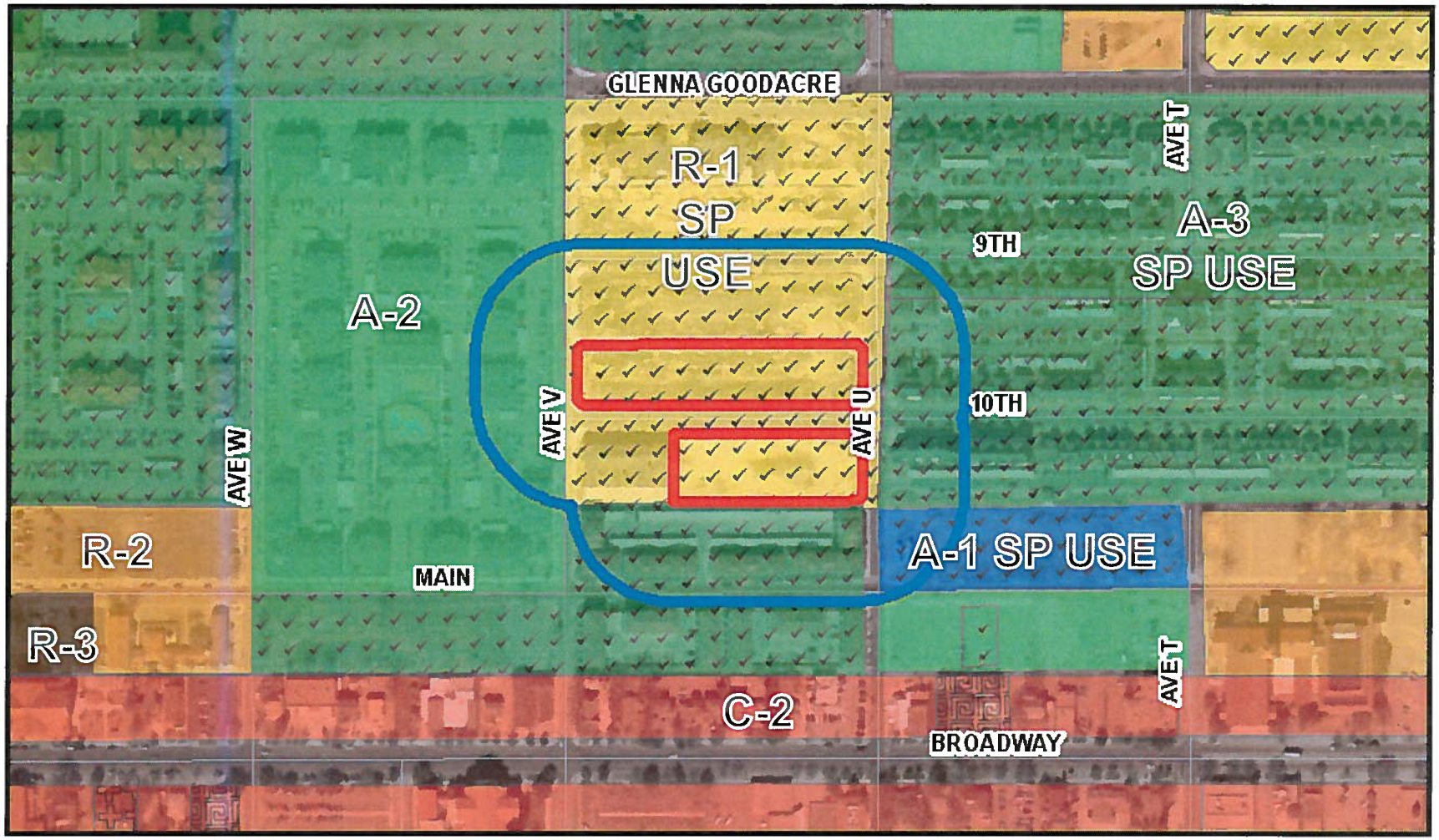


Chad Weaver
Assistant City Attorney

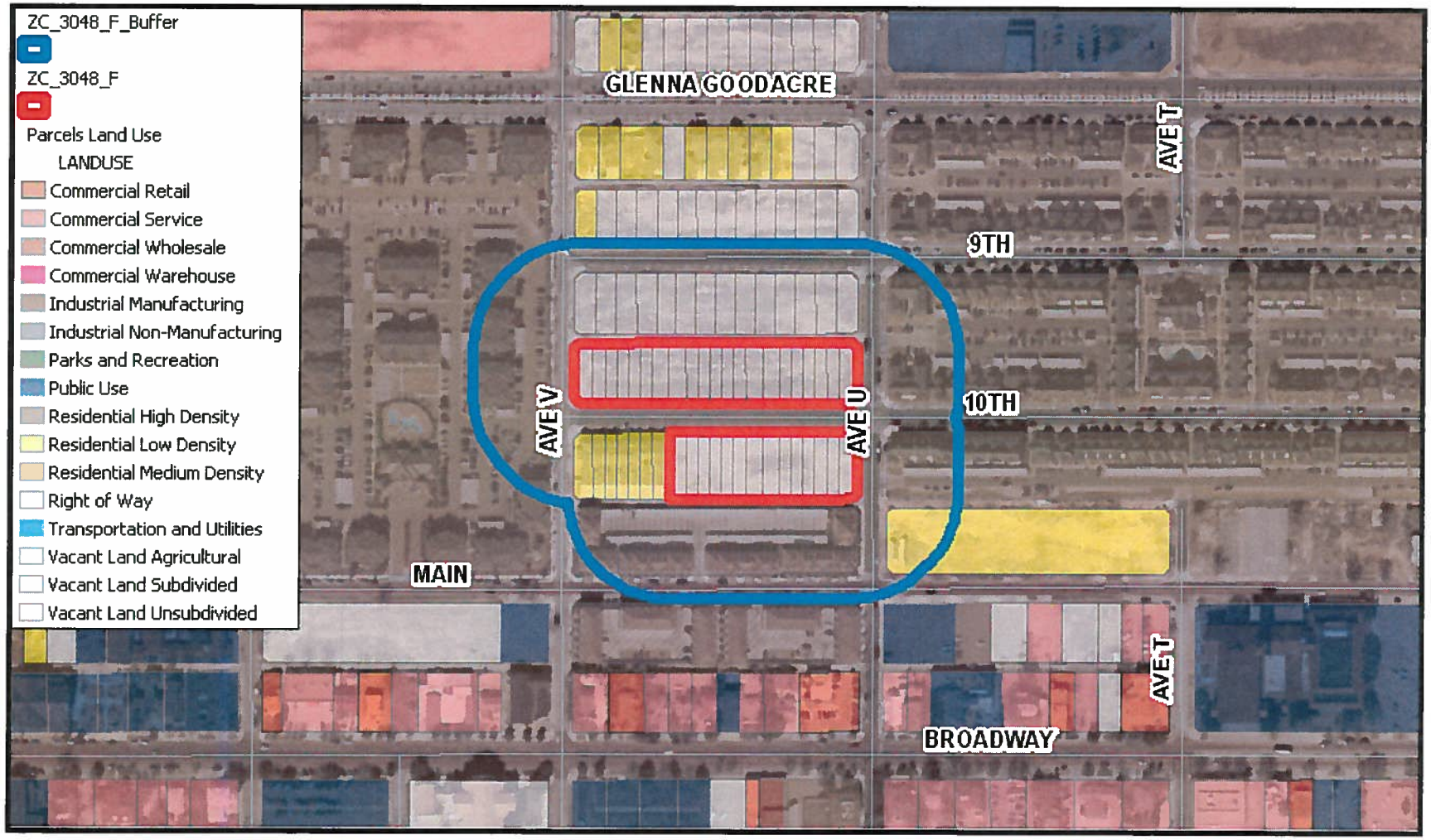
vw/CityAtt/Chad/Zones/ZC3048-F
May 1, 2014



P.Z.C. Case 3048-F



P.Z.C. Case 3048-F Zoning



P.Z.C. Case 3048-F

Request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes, 2100 Block of 10th Street, between Avenue U and Avenue V

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) MCDOUGAL CONSTRUCTION ~~MARC MCDOUGAL~~

5001 W. Loop 289
Street/Post Office Box

LUBBOCK TX 79414
City State Zip

(806) 793-0703
Telephone

For _____

Street/Post Office Box

City State Zip

( ) Cell: 239-5902
Telephone

Location or Address: 2100 block of 10TH ST.

Legal Description:* lots 1-19, blk 1, lots 15-35, blk 2 Overton Park

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 5 acres

Zoning Requested: A-1 SP USE

Proposed Development: Townhomes

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Tyler McDougal
Applicant's Signature

3/31/2014
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: $487.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

map 1

Zone Case No.: 3048-F **Agenda No.:** 2

Request for zoning change from: R-1 SP USE **To:** A-1 SP USE

on Lot(s): 1-14 blk 1, 15-35 blk 2 **Block(s):** —

Subdivision: Overton Park **Address:** 2100 Block of 10th St

(Between U + V)

Regular City Council Meeting **6. 32.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0090 for Zone Case 3228, a request of Jeffrey Reimer for a zoning change from R-1 to R-1 Specific Use for garden homes on Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition, 5504 Wayne Avenue.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is for a zone change from R-1 to R-1 Specific Use for garden homes.

Adjacent land uses:
N: R-1 (single family homes and Church offices)
S: R-1 (single family homes)
E: R-1 (Baptist church)
W: R-1 (single family homes)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area designated as public use based on the current ownership by a church organization. The request is not a change to the CLUP since it is consistent with the areas typically reserved for low density residential.

Zoning Policy:
Currently the property is zoned as Residential (R-1) and with the proper filing of a plat could start construction of single family homes. Garden homes are single family residences with a higher density per square foot of land than typical single family homes. Typically staff would not recommend application for this type of request when so many variables exist. The church is proposing to sell a tract of land which contains their parking. The church could not sell their land (and available parking) and create an illegal, nonconforming situation. Since the church has plans on remodeling the building (yet requires the funds from the sale of the property to accomplish the remodel), and has assured staff that they will meet the proper parking ratios and landscaping, staff feels comfortable with presenting the case. The property will need to be replatted accordingly before any building permits are issued on any portions of the proposed garden home lots or the church lot.

Effect on the adjacent street and thoroughfare system:
None based on the requirement to meet the the City of Lubbock parking ratios and standards.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3228

Ordinance - Zone Case 3228

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. 3228;** A ZONING CHANGE FROM **R-1** TO **R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **LOT B, LESS THE EAST 227 FEET OF THE NORTH 127 FEET, WESTERN MEADOWS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3228

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1** Specific Use for **garden homes** on **Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition,** City of Lubbock, Lubbock County, Texas, located at **5504 Wayne 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** 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 **5504 Wayne Avenue**, 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:

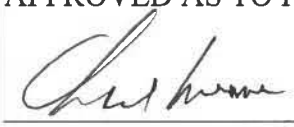
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3228
May 1, 2014

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. 3228;** A ZONING CHANGE FROM **R-1** TO **R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **LOT B, LESS THE EAST 227 FEET OF THE NORTH 127 FEET, WESTERN MEADOWS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3228

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1** Specific Use for **garden homes** on **Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition,** City of Lubbock, Lubbock County, Texas, located at **5504 Wayne 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** 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 **5504 Wayne Avenue**, 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:

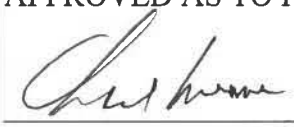
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3228
May 1, 2014

Regular City Council Meeting **6. 33.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0091 for Zone Case 3229, a request of John Herrera, for Elite Learning Academy, for a zoning change from R-1 to AM for a day nursery on Lot 6, Block 1, Raymond Painter Addition, 3508 23rd Street.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is a zone change from R-1 (single family) to AM (apartment medical) for a day nursery. The property in question falls within the AM policy zone established in 1986 within the Comprehensive Land Use Plan. The boundaries for this zone originally extended to the alley south of 23rd Street, encompassing the property in question, and the policy is now expanded to the alley south of 24th Street.

Adjacent land uses:
N: AM (doctor's office)
S: R-1 (house)
E: R-1 (house)
W: R-1 (house)

Comprehensive Land Use Plan (CLUP):
The CLUP outlines the area roughly bounded by Quaker Avenue, 19th Street, Indiana Avenue, and 24th Street as the Apartment Medical policy zone. The original portion was adopted by resolution in 1986 to create a medical district between the two major hospitals for growth of a clinic/medical use area. The proponent is requesting a change to AM on the property which falls within this policy zone. The request is in line with the CLUP.

Zoning Policy:
The change is in keeping with the policy established in 1986 and the intentions of the CLUP, although there are numerous homes in the policy area that remain zoned and occupied as residential until the owners respond to a market demand for AM. The requested zone change for the day nursery will be in keeping with the adjacent uses as a day nursery exists just to the east.

Effect on the adjacent street and thoroughfare system:
The area has an existing day care located to the east on Joliet which has created some traffic issues in the area as there is no off street parking for the center, only a drop-off circle drive located on the lot. The proposed day care will be required to locate parking on site, helping to mitigate traffic congestion in the neighborhood. The zoning code does allow for the proponents to locate parking off premise within 300 feet which they would be able to accommodate with their existing location on 22nd Place.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the

following condition:
1. Parking must meet the requirements of the AM district, including the loading zone.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3229

Zone Case 3229

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. 3229;** A ZONING CHANGE FROM **R-1** TO **AM** ZONING DISTRICT ON **LOT 6, BLOCK 1, RAYMOND PAINTER ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3229

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **AM** zoning district on **Lot 6, Block 1, Raymond Painter Addition,** City of Lubbock, Lubbock County, Texas located at **3508 23rd Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the parking shall comply with the AM requirements.

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

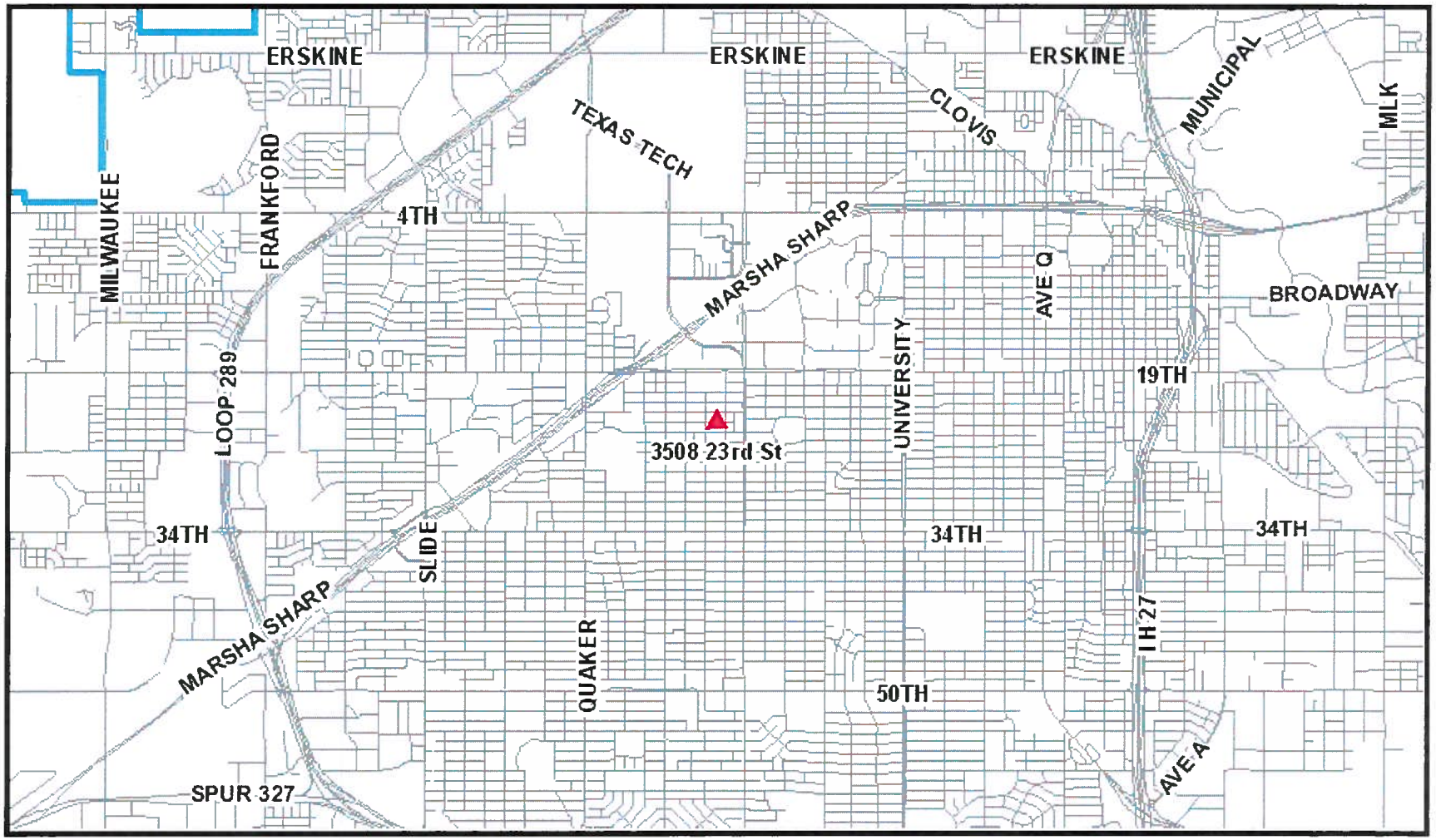
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

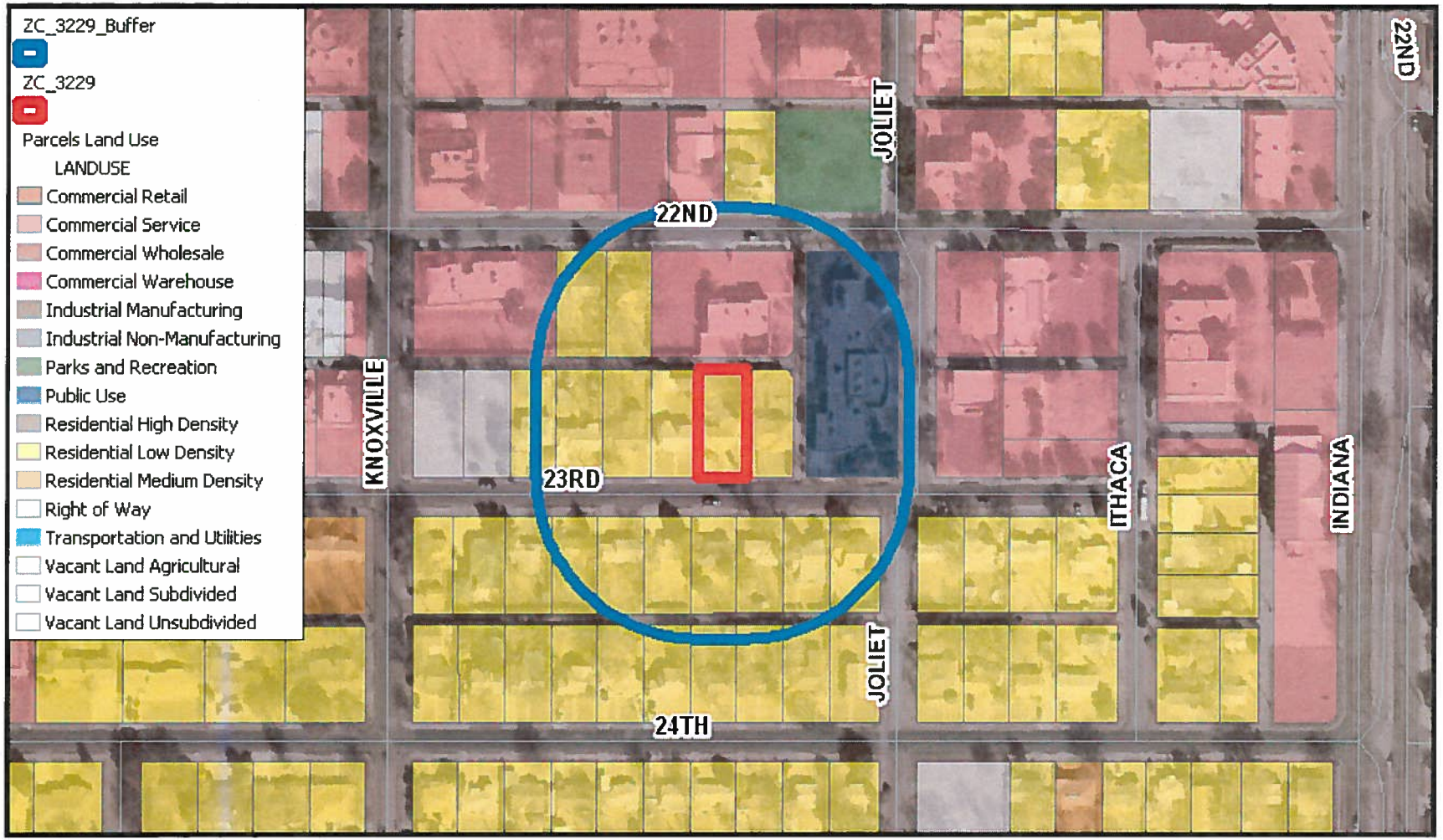
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3229
May 1, 2014

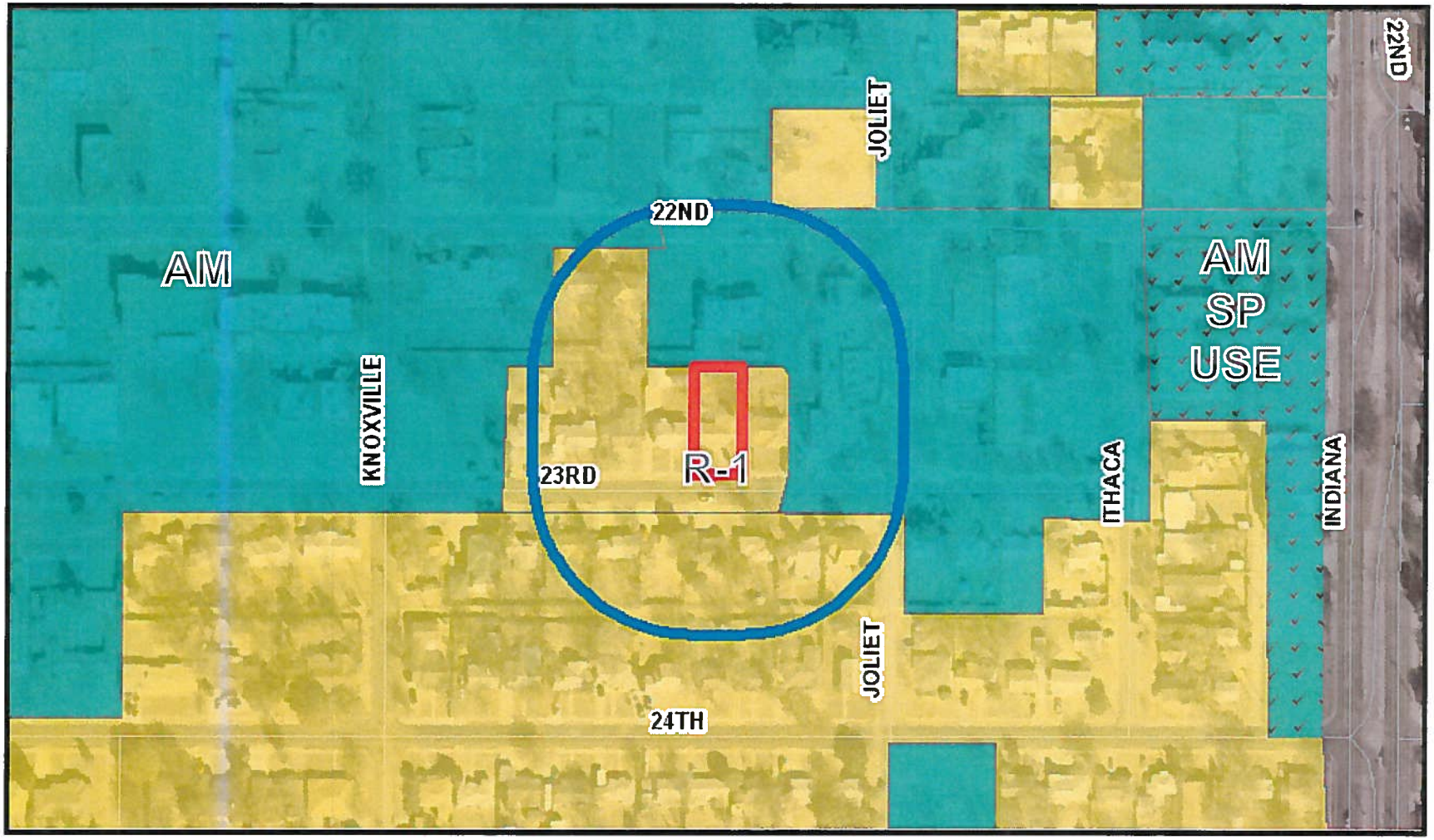


P.Z.C. Case 3229



P.Z.C. Case 3229

Request of John Herrera (for Elite Learning Academy) for a zoning change from R-1 to AM for a day nursery, 3508 23rd Street



P.Z.C. Case 3229 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) John Herrera dba: Elite Learning Academy
3514 22nd Place
Street/Post Office Box
LUBBOCK TX 79410
City State Zip
(806) 224-7976
Telephone

For John Herrera
3508 23rd Street
Street/Post Office Box
LUBBOCK TX 79410
City State Zip
(806) 224-7976
Telephone

Location or Address: 3508 23rd Street, LUBBOCK, TX 79410

Legal Description:* LOT SIX (6), BLOCK ONE (1), RAYMOND PAINTER ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 179, PAGE 3 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

Existing Land Use: -RESIDENTIAL- **Existing Zoning:** -R1-RESIDENTIAL-

Acreage or Square Footage of Property: Improvement: 1200 sq. ft. Lot Size: 8680 sq ft.

Zoning Requested: ~~COMMERCIAL~~ AM

Proposed Development: DAY NURSERIES

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

John Herrera
Applicant's Signature

April 2nd, 2014
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 43877 map 8

Zone Case No.: ~~3289~~ ~~3229~~ 3229 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** AM

on Lot(s): 6 **Block(s):** 1

Subdivision: Raymond Painter **Address:** 3508 23rd St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3229**

In Favor of X

Opposed ___

Reasons and/or Comments:

Welcome to the neighborhood.

RECEIVED
APR 24 REC'D
PLANNING DEPARTMENT

Print Name Paula Beller

Signature: Paula Beller

Address: 3014 Trenton Ave

Address of Property Owned: 3506 24th St.

Zone Case Number: 3229 56405
BELLER, RICHARD D
3014 TRENTON AVE

LUBBOCK TX 79407-2722

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3229**

In Favor of ✓

Opposed ____

RECEIVED
APR 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Eric Oker Martin 1976 Trust

Signature: Eric Oker Martin, Trustee

Address: 3801 96th Lub, Tx 79423

Address of Property Owned: 3416-24th

12 of 24

Zone Case Number: 3229 56380
MARTIN ERIC OKER 1976 TRU
3801 96TH ST

LUBBOCK TX 79423-3921

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.: 3229**

In Favor of ___

Opposed ✓

Reasons and/or Comments: This area has a large amount of traffic due to Covenant Medical Center & Covenant Day Care Center !! Parking is very limited @ this address and on the Street. This is not safe for the Children and other property owners in this area!! Property owners & residence deserve a safe & reasonably quite area just like any other residential area in Lubbock. I oppose this change!!

Print Name Jeffery Brunner Exc. of Mildred Childers | Swope Estate

Signature: Jeffery Brunner

Address: 513 N. Grover Ave. Lubbock, Tx.

Address of Property Owned: 3503-23rd. Lubbock, Tx.

4 of 24

RECEIVED
APR 22 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3229 56389
CHILDERS MILDRED NEWELL &
513 N GROVER AVE
LUBBOCK TX 79416

Regular City Council Meeting **6. 34.**

Meeting Date: 06/12/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0087 for Zone Case 3230, a request of Mary Trevino, for Antonio Garcia, for a zoning change from IHC to IHI on the north 15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, 816 48th Street.

Item Summary

On May 22, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request of the proponent is for a zone change from IHC (Interstate Highway Commercial) to IHI (Interstate Highway Industrial) for a mechanical contractor and ductwork fabrication shop.

Adjacent land uses:
N: IHC (unknown commercial building)
S: IHC (glass shop)
E: R-2 (single family home)
W: IHC (auto sales)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area within the Interstate Highway corridor as commercial, therefore the change to industrial constitutes a minor change to the comprehensive plan.

Zoning Policy:
The property has an existing building which will house the proposed business. The property is not located adjacent to the Interstate corridor and faces 48th St. Although residences are adjacent to this property, and are zoned R-2 they are within the Interstate Highway policy district, which staff would support a change to IHC or IHI (in certain areas) up to Avenue G. Staff feels comfortable with the single use from the IHI (Interstate highway industrial use) to be able to allow the mechanical contractor the ability to fabricate ductwork within their building.

Effect on the adjacent street and thoroughfare system:
None. Existing building.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to a plumbing, heating, refrigeration, and/or air conditioning business, sheet metal workshop (for ductwork construction) and all other IHC (Interstate Highway Commercial) uses.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3230

Zone Case 3230

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. 3230;** A ZONING CHANGE FROM **IHC** TO **IHI** ZONING DISTRICT ON **THE NORTH 15 FEET OF THE EAST 65 FEET OF LOT 1 AND LOT 2, OLTON ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3230

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHI** zoning district on **the north**

15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, City of Lubbock, Lubbock County, Texas located at **816 48th Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be limited to a plumbing, heating, refrigeration, and/or air conditioning business, sheet metal workshop (for ductwork construction) and all other IHC (Interstate Highway Commercial) uses.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

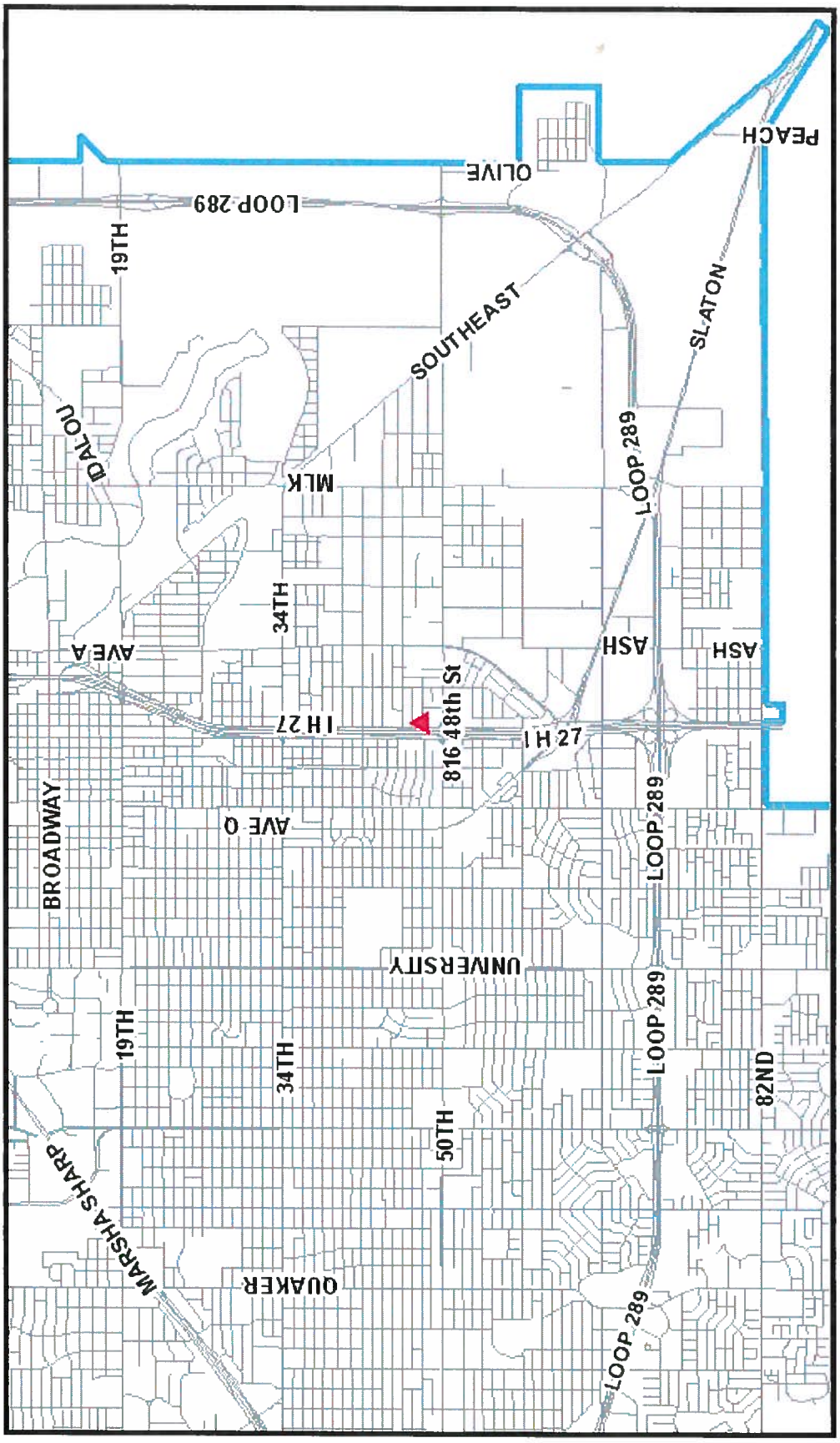
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

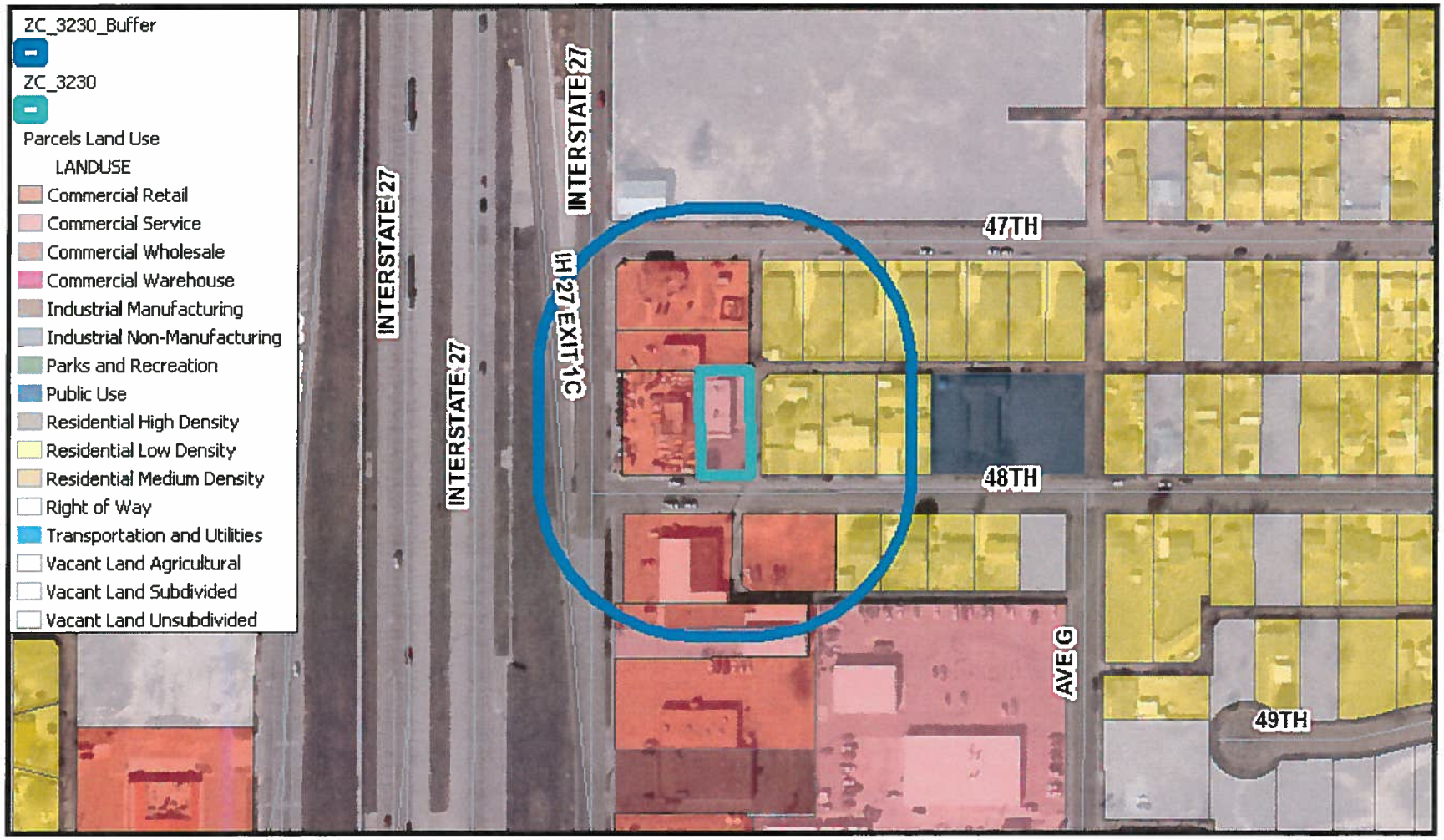
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3230
May 1, 2014

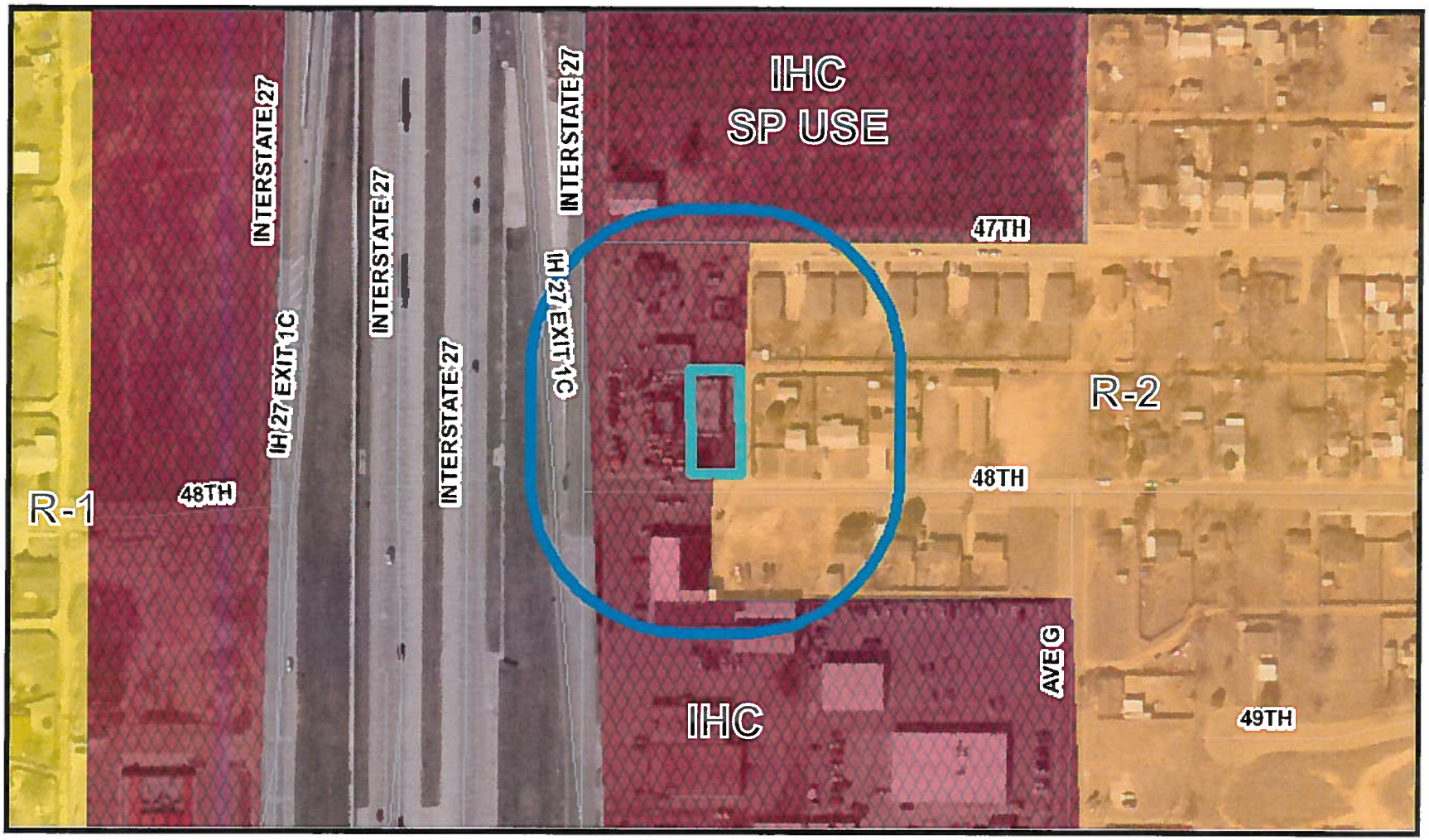


P.Z.C. Case 3230



P.Z.C. Case 3230

Request of Mary Trevino (for Antonio Garcia) for a zoning change from IHC to IHI, 816 48th Street)



P.Z.C. Case 3230 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Mary Trevino
7906 I-27 Lubbock, TX 79404
Street/Post Office Box
Lubbock, TX 794
City State Zip
(806) 535-2666
Telephone

For ~~Tony~~ Pedro ~~Pete~~ Antonio Garcia Solis
Street/Post Office Box
Lubbock, TX
City State Zip
(806)
Telephone

Location or Address: 816 48th St. Lubbock, TX. 79404

Legal Description:* OLTON L2 + N15' of E65' of L1

Existing Land Use: _____ **Existing Zoning:** IHC

Acreage or Square Footage of Property: 8989 sq ft / 2800 sq ft Building

Zoning Requested: IHI - Fabricate duct work.

Proposed Development: MECHANICAL SHOP & WAREHOUSE with fabrication of ductwork (metal work)

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Mary Trevino
Applicant's Signature

Date

RC# 18362 + 18363
Pd CK# 3707 $240
Pd CK# 1390 $235

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: ~~4579~~ Map S

Zone Case No.: ~~3230~~ 3229 3230 **Agenda No.:** _____

Request for zoning change from: IHC **To:** IHI

on Lot(s): 2, North 15' of E 65' of 1 **Block(s):** —

Subdivision: Olton **Address:** 816 48th St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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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.: 3230**

In Favor of ✓

Opposed ___

RECEIVED
APR 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Elsa M Hemmingway

Signature: Elsa M Hemmingway

Address: 1326 47th. Lubbock TX 79412.

Address of Property Owned: Same.

Zone Case Number: 3230 25164
MORENO, ELSA
1326 47TH ST

LUBBOCK TX 79412

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.: 3230**

In Favor of ✓

Opposed ___

RECEIVED
APR 24 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name MAXIMO C. PEREZ

Signature: [signature]

Address: 812 48 Lubbock Tx 79404

Address of Property Owned: ___

Zone Case Number: **3230** 53055
PEREZ, MAXIMO C
812 48TH ST

LUBBOCK TX 79404-3624


City of
Lubbock
TEXAS

Regular City Council Meeting **7. 1.**

Meeting Date: 06/12/2014

Information

Agenda Item

Public Hearing 6:30 p.m. - Community Development: Consider recommendations for the program funding of the FY 2014-15 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) and Emergency Solutions Grant Program (ESG) and previously generated program income.

Item Summary

The U.S. Department of Housing and Urban Development (HUD) informed the City of eligibility to receive a FY 2014-15 consolidated formula allocations. These funds total $2,820,886 for allocation. This year the City received 29 applications for CDBG, HOME, and ESG funds with requested amounts totaling $4.3 million dollars. Lubbock citizens participated in this year's funding process through the activities of the Community Development and Services Board (CDSB). In making recommendations, the CDSB kept in mind the goals of the City Council and the Consolidated Plan needs and priorities. The recommendation of the CDSB for spending Federal dollars has been published since May 25, 2014. This public hearing will allow citizens to directly participate by addressing the City Council with comments.

This agenda item does not call for a vote with regards to the recommendations. The actual vote will take place during the City Council's regularly scheduled meeting on June 26, 2014.

Fiscal Impact

Funds used are Federal funds from the CDBG, HOME, ESG. The maximum to be allocated to these projects/activities is $2,820,886.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

2014-15 Recommendation Summary

Community Development Department
FY 2014-15 CDSB Recommendations
June 12, 2014
Federal Grant Sources

	FY 2013-14 Funding	FY 2014-15 Funding	Notes
Community Development Block Grant (CDBG)			
Formula Funding	$ 2,069,185	1,926,030	
Program Income/Revolving Loan Fund	250,000	-	
TOTAL CDBG	2,319,185	1,926,030	
Home Investment Partnership Program (HOME)			
Formula Funding	726,944	726,758	
Program Income	300,000	-	
TOTAL HOME	1,026,944	726,758	
Emergency Solutions Grant (ESG)			
Formula Funding	145,636	168,098	
Total Funding Sources	**$ 3,491,765**	**2,820,886**	

2014-2015 Recommendation Summary

CDBG-Public Service (Cap:15% of CDBG Allocation)

Agency	Project	FY 2013-14 Funding	2014-15 Requested Funding	Recommended Funding	Notes
Lubbock Boys & Girls Club	D-League	$ 11,137	21,264	11,137	
CASA of the South Plains	Volunteer Advocate	-	25,000	-	New Program
Children's Health Clinic	Access to Health Care	-	40,000	-	New Program
Citibus	Paratransit Services	164,985	500,000	148,392	
Parks Department, City of Lubbock	Summer Satellite	28,672	54,806	28,672	
Come by Faith Ministries	Wait You're Better Than That	-	74,256	-	New Program
Community Health Center	Dental Care Services	16,504	30,000	20,000	
Communities In Schools	CIS Model	8,960	15,000	15,000	
Parenting Cottage	Parents as Teachers	-	20,000	-	New Program
TTU Early Head Start	Child Care Supplement	8,249	10,000	-	
WorkForce Solutions South Plains	Direct Child Care Assistance	21,167	100,000	-	
YWCA of Lubbock	Child Care Services	36,470	54,688	36,470	
YWCA of Lubbock	Special Needs	14,233	41,625	14,233	
YWCA of Lubbock	Youth Services	-	15,000	15,000	New Program
	Total CDBG Public Service	**$ 310,377**	**1,001,639**	**288,904**	

CDBG-Other (All Non-Public Service Activities)

Agency	Project	FY 2013-14 Funding	2014-15 Requested Funding	Recommended Funding	Notes
CD Department, City of Lubbock	Barrier Free	125,000	116,000	156,920	
CD Department, City of Lubbock	Emergency Repair Program	292,718	250,000	295,000	
CD Department, City of Lubbock	HEEELP Program	240,000	250,000	250,000	
CD Department, City of Lubbock	Street Paving East Lubbock	-	100,000	-	
Lubbock Habitat for Humanity	Homeowner Assistance	-	24,000	-	New Program
Lubbock Habitat for Humanity	Infrastructure	-	211,270	-	New Program
CD Department, City of Lubbock	Field Services/Direct Delivery	575,000	550,000	550,000	
CD Department, City of Lubbock	Indirect Cost (part of admin)	42,000	41,000	41,000	
CD Department, City of Lubbock	Admin (20% maximum)	371,837	344,206	344,206	
	Total CDBG-Other	**1,646,555**	**1,886,476**	**1,637,126**	
	Total CDBG	**$ 1,956,932**	**2,888,115**	**1,926,030**	

Community Development Department
FY 2014-15 CDSB Recommendations
June 12, 2014
Federal Grant Sources

(Continued)

2014-2015 Recommendation Summary (Continued)

HOME

Agency	Project	FY 2013-14 Funding	2014-15 Requested Funding	Recommended Funding	Notes
CD Department, City of Lubbock	New Construction	270,000	130,500	130,500	
CD Department, City of Lubbock	Rehab-Recon	517,664	520,000	387,023.50	
Com. Housing Resource Board	CHDO Operations XVII	27,545	50,000	27,545	
Com. Housing Resource Board	Lease Purchase XVII	109,041.60	240,000	-	
Com. Housing Resource Board	Elderly/Handicapped Rental	-	225,000	109,013.70	New Program
CD Department, City of Lubbock	Admin (10%)	72,694	72,675.80	72,675.80	
	TOTAL HOME (and PI)	**$ 996,945**	**1,238,175.80**	**726,758.00**	

ESG

Agency	Project	FY 2013-14 Funding	2014-15 Requested Funding	Recommended Funding	Notes
Alcoholic Recovery Center	Emergency Shelter Operations	$ 13,489	18,000	18,000	
Family Promise of Lubbock, Inc.	Emergency Shelter Operations ($16,000) & Rapid Re-housing ($22,100)	28,663	50,150	38,100	
Salvation Army	Essential Services ($14,000) Emergency Shelter Operations ($29,500) Rapid Re-housing $10,000) Homeless Prevention ($4,349)	50,410	74,500	57,849	
WPS of Lubbock	Essential Services ($15,542) Rapid Re-housing ($26,000)	29,507	45,600	41,542	
CD Department, City of Lubbock	Admin (7.5% maximum)	10,922	12,607	12,607	
	TOTAL ESG	**132,991**	**200,857**	**168,098**	
	TOTAL	**3,086,868**	**4,327,148**	**2,820,886**	

Regular City Council Meeting **7. 2.**

Meeting Date: 06/12/2014

Information

Agenda Item

Resolution - Councilman Price: Consider a resolution to amend City Council Rules, Order of Business and Procedure Manual with respect to meeting times of the City Council for regular meetings, work sessions, and executive sessions; and further to discuss and take action on existing City Council policies respecting citizen comment at the meetings of the City Council.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Floyd Price, Councilman, District 2

Attachments

Resolution - Councilman Price

RESOLUTION

WHEREAS, the Lubbock City Charter (Ch. 1, Art. IX, § 13) establishes that meetings of the City Council shall be at such time as prescribed by resolution; and

WHEREAS, the Lubbock City Charter also establishes that the affirmative vote of any four (4) Council members shall be sufficient and necessary to adopt a resolution (Ch. 1, Art. IX, § 15); and

WHEREAS, the City Council finds that it is in the public interest to conduct its regular meetings at the times set forth herein so that citizens may attend the meetings and participate in their local government; and

WHEREAS, pursuant to Section II(B) of the City of Lubbock Council Rules, Order of Business and Procedure Manual, this proposed amendment has been introduced into the record at a prior regular meeting of the City Council; NOW THEREFORE:

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

SECTION ONE: THAT Section III(A)(1)(c) of the City of Lubbock Council Rules, Order of Business and Procedure Manual is hereby amended to read as follows:

> c. Evening Meetings. Notwithstanding any provision herein to the contrary, the City Council shall convene its regular meetings at: 1) 1:00 p.m. to conduct its work session, if a work session is scheduled; or 2) 2:30 p.m., or upon completion of any scheduled work session, to conduct its executive session, if any; and 3) conduct the public portion of the regular meeting beginning at 5:15 p.m., or at such other time as selected by the City Council by motion. Nothing herein shall require that an emergency or special called meeting be held exclusively at the times set forth herein.
>
> The executive session may be scheduled at a time other than 2:30 p.m., if the Mayor and Mayor Pro Tem both approve the scheduling of executive session at another time. In addition, a work session may be scheduled for a time other than 1:00 p.m., if the Mayor and Mayor Pro Tem both approve the scheduling of a work session at another time.

SECTION TWO: THAT this amendment shall have an effective date of June 12, 2014.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Floyd Price, Councilman, District 2

APPROVED AS TO FORM:

Mitch Satterwhite, Assistant City Attorney

RES.Evening Meetings 6.2.14

Regular City Council Meeting **7. 3.**

Meeting Date: 06/12/2014

Information

Agenda Item

Discussion and take action regarding giving the City Manager direction as the Public Information Officer in compliance with Chapter 552 of the Texas Government Code.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor


City of
Lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.