

City of Lubbock, Texas
Regular City Council Meeting
Thursday, March 27, 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
Latrell Joy, Councilwoman, District 6



James Loomis, City Manager
Mitch Satterwhite, Interim City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

City Council Chambers, 1625 13th Street, Lubbock, Texas

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.6.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-8.

1. Executive Session

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
1. 1. 2. Hotel occupancy tax audit deficiency collections.
1. 1. 3. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.
1. 1. 4. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.
1. 1. 5. Discuss the Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association.
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. Police Station
 1. 2. 2. Omni Building
 1. 2. 3. Lubbock Entertainment and Performing Arts Association

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
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
 1. 4. 3. 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, RFP No: 7132-13-EUA).
1. 5. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.
 1. 5. 1. Presentation from Lubbock Economic Development Alliance (LEDA).
1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the North Overton TIF Reinvestment Zone Board of Directors, Urban Renewal & Neighborhood Redevelopment Commission, and Zoning Board of Adjustment.
2. **Proclamations and Presentations**
 2. 1. Invocation by Pastor Tim Gonzales, Lubbock Templo Nazaret United Methodist Church
 2. 2. Pledges of Allegiance
 2. 3. Presentation of a special recognition to the Rape Crisis Center for Sexual Assault Awareness Month.
 2. 4. Presentation of a special recognition for the Garrison Institute/RSVP Program.
 2. 5. Presentation of a special recognition for the South Plains Storm Spotting Team, Inc.
 2. 6. Presentation of a special recognition for the 36th Annual Lubbock Arts Festival on April 10-13, 2014.

- 2. 7. Presentation of a special recognition for American Red Cross month.
- 2. 8. Presentation of a special recognition of Colon Cancer Awareness month.
- 2. 9. Presentation by the Lubbock Apartment Association presenting the donation of funds from the Mayor's 2014 State of the City Address to Project Helping Hand.

2. 10. **Board Recognitions:**

Museum & Arts Standing Sub-Committee:

Pat Maines

Urban Design & Historic Preservation Commission:

Paul Nash

Urban Renewal & Neighborhood Redevelopment Commission:

David Chapa

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. **Minutes**

- 4. 1. February 27, 2014 Regular City Council Meeting

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

- 5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-00039 Amendment 16 amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP) 92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term; establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-00034 Amendment 17 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.
5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 18 respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations; providing for filing; and providing for a savings clause.
5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 19 respecting the Grant Fund to accept and appropriate funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.
5. 5. **Resolution – Public Works Wastewater:** Consider a resolution authorizing the Mayor to execute contract 11796 with Wunderlich-Malec Systems (WMS) for the Remote Terminal Unit (RTU) and Supervisory Control and Data Acquisition (SCADA) Programming for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Facility Improvements Project.
5. 6. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11816 with Carollo Engineers, PC., for professional engineering services for the construction phase for the Southeast Water Reclamation Plant Solids Handling Facility Improvements Project.
5. 7. **Resolution - Water Treatment:** Consider a resolution authorizing the Mayor to execute contract 11707 with Summit Chemical Specialty Products for coagulant for the South Water Treatment Plant (SWTP), RFP 14-11707-TS.
5. 8. **Resolution - Water Treatment:** Consider a resolution authorizing the Mayor to execute contract 11766 with Airgas Specialty Products, Inc. for anhydrous ammonia, ITB 14-11766-TS.
5. 9. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11709 with Utility Contractors of America, Inc., for the construction of the South Lubbock Sanitary Sewer Extension Phase 1-Bid Package B, RFP 14-11709-TF .
5. 10. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11815 for a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA), for providing general construction phase services for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.
5. 11. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11747 with ACME Electric Company for construction and installation services associated with the Pump Station Emergency Generators project, RFP 14-11747-MA.
5. 12. **Resolution - Public Works - Land Application:** Consider a resolution authorizing the Mayor to execute contract 11753 with PM Cattle LLC, for Cattle Grazing at the Hancock Land Application Site, RFP 14-11753-MA.
5. 13. **Resolution - Public Works - Land Applications:** Consider a resolution authorizing the Mayor to execute a purchase order contract 23102658 with Hurst Farm Supply, Inc for a Tandem Disc Plow, ITB 14-11771-DT.

5. 14. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0035 abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.
5. 15. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0036 abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.
5. 16. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0037 abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.
5. 17. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a temporary drainage easement located in Section 28, Block AK, Lubbock County, Texas.
5. 18. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Frank O. Brown and wife Sarah Jane Brown regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 25, Block JS, Lubbock County, Texas.
5. 19. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Truman Kirby Lewis and Truman O. Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 25, Block JS, Lubbock County, Texas.
5. 20. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park Tract E, in Section 25, Block JS, Lubbock County, Texas.
5. 21. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park, Tract F, in Section 25, Block JS, Lubbock County, Texas.
5. 22. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from George Hardberger regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 33, Block JS, Lubbock County, Texas.
5. 23. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31018554 with McGavock Nissan for two Mid Size Pick-up Trucks for the Water Department, ITB 14-116979-DT.
5. 24. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute contract 11777 with R & B Bearing and Hydraulics, Inc., as the secondary contractor for hydraulic repair services, ITB 14-11777-MA.

5. 25. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11754 with Invisible Windows, LLC for window cleaning services at Lubbock Preston Smith International Airport (LPSIA), ITB 14-11754-TS.
5. 26. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11770 to The Sherwin-Williams Company for runway taxiway marking paint at Lubbock Preston Smith International Airport, ITB 14-11770-TS.
5. 27. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute a Job Order Contract, Contract 11801, with Collier Construction Company of Lubbock, Texas for the construction of a new addition to the Animal Shelter located at 3323 Southeast Loop 289.
5. 28. **Resolution - Fire Rescue:** Consider a resolution authorizing the Mayor to execute contract 11797 an agreement with Wiginton Hooker Jeffrey Architects (WHJA) for professional architectural and engineering services for the construction of the new Fire Station 1, located on Southwest Corner of Texas Avenue and 19th Street.
5. 29. **Resolution - Fire Rescue:** Consider a resolution authorizing the Mayor to execute purchase order contract 10011184 with DACO Fire Safety Equipment for the purchase of specialized tools for two new fire engines.
5. 30. **Ordinance 2nd Reading - City Attorney:** Consider adoption of Ordinance 2014-O0033 regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.
5. 31. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0032 for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard.
5. 32. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance 2014-O0038 amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting 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.
6. **Regular Agenda**
6. 1. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3222-A, a request of Ken Condray for a zoning change from T to C-3 on 1.81 acres of unplatted land out of Block AK, Section 39, 3418 Upland Avenue, and consider an ordinance.
6. 2. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 2508-N, a request of Tigris Development, LLC for a zoning change from T to R-2 on 4.294 acres of unplatted land out of Block E-2, Section 20, west of University Avenue and south of 110th Street, and consider an ordinance.
6. 3. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3225, a request of Jack Galland for a zoning change from R-1 to Garden Office (GO) on Lot 9, Block 26, Modern Manors Addition, 4801 Elgin Avenue, and consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 2416-B, a request of The Francis Law Firm, P.C., for Capital Telecom Acquisition, LLC, for a zoning change from C-3 to C-3 Specific Use for a telecommunications tower on a portion of Tract B-2-A, Heald Addition, 5217 82nd Street, and consider an ordinance.
6. 5. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 2824-A, a request of Hugo Reed and Associates, Inc., for Love’s Travel Stops & Country Stores, for a zoning change from R-1 to Interstate Highway Industrial (IHI) on 16.6 acres of unplatted land out of Block A, Section 9, west of Interstate 27 and south of Regis Street, and consider an ordinance.
6. 6. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3116-D, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, for a zoning change from R-1 Specific Use and Garden Office (GO) to R-1 Specific Use for reduced setbacks on 73.4 acres of unplatted land out of Block AK, Section 4, south of 135th Street and east of Quaker Avenue, and consider an ordinance.
6. 7. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 1437-K, a request of Mark Lindley, for Asset Plus Realty Corporation, for a zoning change from R-3 Specific Use to A-2 on Lot 2, Holiday Park Addition, 4702 4th Street, and consider an ordinance.
6. 8. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3095-C, a request of Hugo Reed and Associates, Inc., for Vasrim, Inc., for a zoning change from A-3 to IHC for a hotel on 1.7 acres of land out of Block A, Section 22, 4601 North Loop 289, and consider an ordinance.
6. 9. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3034-A, a request of Condray Design Group, for Lubbock Children’s Health Clinic, for a zoning change from C-2A and R-2 to AM Specific Use on Lots 5 through 9, SW McGaw Addition, 1702 and 1704 East 13th Street and 1703 East 14th Street, and consider an ordinance.
6. 10. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 1913-C, a request of Zac Garth, for Gene McGuire, for a zoning change from R-1 to Garden Office (GO) on 2.836 acres of unplatted land out of Block AK, Section 44, 2401 West Loop 289, and consider an ordinance.
6. 11. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 3226, a request of West Texas Engineering, LLC, for Asher Logistics, for a zoning change from M-1 to M-2 Limited to sand storage silos and all unconditionally permitted M-1 uses on 42.68 acres of unplatted land out of Block E, Section 1, between 63rd Street and 65th Street and between Elm Avenue and MLK Jr. Boulevard, and consider an ordinance.
6. 12. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3227, a request of Keith McNeese, for Purple Tie Limo, for a zoning change from C-3 to C-4 limited to car rental, limo service, all vehicles to be stored inside, and all unconditional C-3 uses on Lots 3 and 4, Block 1, Lisemby Addition, 2605 and 2607 34th Street, and consider an ordinance.
6. 13. **Board Appointment - City Secretary:** Consider six appointments to the Animal Services Advisory Board, one appointment to the Board of Health, three appointments to Keep Lubbock Beautiful Advisory Committee, one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.
6. 14. **Resolution - Councilman Todd Klein -** Consider a resolution increasing the membership of the Veterans Advisory Committee to thirteen members.

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

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.**

8. **Open Citizen Comment**

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 27, 2014 - EXECUTIVE**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1 NORTH OVERTON TIF REINVESTMENT ZONE BOARD OF DIRECTORS	DRISKILL, JACK	03.01.14	100%		REAPPOINT	Y
*	2 URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	GIVENS, R.J.	03.01.14	N/A	REAL ESTATE AGENT	REPLACE	N/A
*	3 ZONING BOARD OF ADJUSTMENT	WELLS, CRAIG VACANT	02.01.16	N/A	ALTERNATE ALTERNATE	REPLACE REPLACE D. NAEGELE	N/A N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
10/29/2012	Ashe	John	Male	Anglo	60+	Realtor	Action Realtors	5
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
02/01/2006	Bass	Mark	Male	Anglo	60+	Financial Planner	Pennington, Bass & Associates	3
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
10/28/2010	Bustos	Claudia	Female	Hispanic or Latino	30-39	Case Manager/Homeless	Community Health Center of Lubbock	1
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
02/17/2010	Dotts	Ted	Male	Anglo	60+			6
09/05/2013	Doyle	Casey	Male	Anglo	30-39	General Manager	Casey Carpet One	4
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
	Humphries	Holle	Female	Anglo				3
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
11/03/2010	McClendon	Lynn	Female	Anglo	60+			4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/02/2009	McMahon	Kevin	Male	Anglo		CPA		5
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
11/29/2010	Pope	Catherine	Female	Anglo	60+	CEO	Lubbock Regional MHMR Center	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Adjunct Professor	Lubbock Christian University	6
11/18/2010	Vaughn	Denette	Female	Anglo	50-59	Attorney (Disability Law)	Advocacy, Inc.	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
01/27/2011	Warnick	J.Q.	Male	Anglo	60+			4
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

NORTH OVERTON TAX INCREMENT FINANCING REINVESTMENT ZONE

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	100.0% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	100.0% (6)
Female	51.5%	53.0%	26.8%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	33.3% (2)
District 4	17.0%	17.0%	21.3%	50.0% (3)
District 5	16.7%	19.4%	28.7%	16.7% (1)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

To encourage development and redevelopment in the North Overton area. Responsible for administering the North Overton Tax Increment Financing Reinvestment Zone throughout it's 30-year life span and for recommending projects to be financed by the district with the approval of the City Council.

QUALIFICATIONS: Members of this board must be at least 18 years of age and owners of real property in the TIF zone or employees or agents of someone who owns property in the zone.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Driskill, Jack (M,A,5)	100%	Y	Reappoint
Moore, Kent (M,A,4)	100%	Y	Replace (No Council action needed) ¹
Murfee, Patrick (M,A,3)	N/A	N/A	Replace (No Council action needed) ²

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Jack Driskill

¹ Mr. Moore is no longer eligible to serve on the TIF Board, and will be replaced by an appointee from another presiding jurisdiction as per the applicable State statute.

² Mr. Murfee has declined to serve another term, and will be replaced by an appointee from another presiding jurisdiction as per the applicable State statute.

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 2/21/2014

North Overton Tax Increment Finance District

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
08/23/2005	Camp-Romero	William	M	AI	50-59		Retired	4
04/25/2012	Gonzales	Julio	M	H	60+	Bus Driver	Citibus	3
11/29/2010	Jacobus	Jay	M	A	30-39	Advertising	Scarborough Specialties	5
07/08/2013	McKenzie	Robert	M	AA	50-59	President/CEO	Attitude Incorporated	4
06/01/2010	Owen	Burley	M	A	60+	Equipment Repair	Burley Owen	3
12/01/2002	Peel	Michael	M	A	40-49	Sales	Benchmark	

Second Preference

Third Preference

03/11/2013	Caffey	Ron	M	A	40-49	Owner	Comet Cleaners	5
	Gonzales	Armando	M	H	50-59			2
10/23/2012	Hankson	Charles	M	AA	60+	Retired	Goulds Pump	
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
03/05/2008	Leist	Stephen	M	A	30-39	Banker	Peoples Bank	6
01/01/2007	Lewis	Sheri	F	A	40-49	Associate Director	TTU Student Media	4

Fourth Preference

02/21/2014	Dial	Reggie	M	AA	30-39	Project Manager	North & East Lubbock C.D.C	4
02/25/2010	Jones	Tommy	M	A	50-59	Sales	Firetrol Protection Systems	3
06/16/2009	Medrano	Johnnie	M	H	18-29	Banker	Plains Capital Bank	4
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair			McWhorter, Cobb & Johnson	<i>Curr:</i> 03/01/2012-03/01/2014	Y
Member	Y	4909 93rd St Lubbock, TX 79424	1722 Broadway Lubbock, TX 79401	<i>2nd:</i> 03/01/2010-03/01/2012 <i>Ist:</i> 03/01/2008-03/01/2010	
Driskill Mr. Jack			8067620214	<i>Fax:</i> 8067628014	
<i>Email:</i> jdriskill@mcjllp.com	Y	8067945207	8067620214 jdriskill@mcjllp.com		
Member			City Bank	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3714 67th St Lubbock, TX 79413	611 University Lubbock, TX 79401	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 03/01/2009-03/01/2011	
Mayfield Mr. Stan				<i>Fax:</i> 8066875638	
<i>Email:</i> smayfield@citybanktexas.com	Y	8067970708	8066872265 smayfield@citybanktexas.com		
Member			Blue Monkey / Leonards	<i>Curr:</i> 03/01/2012-03/01/2014	Y
Member	Y	6918 Nashville Dr. Lubbock, TX 79413	2407 9th Street Lubbock, TX 79401	<i>2nd:</i> <i>Ist:</i>	
Moore Mr. Kent				<i>Fax:</i>	
<i>Email:</i> soldbykent@gmail.com	Y	8065775178	8067476444		
Vice Chair				<i>Curr:</i> 03/01/2012-03/01/2014	Y
	N	3113 28th Street Lubbock, TX 79410		<i>2nd:</i> 03/01/2010-03/01/2012 <i>Ist:</i> 03/01/2008-03/01/2010	
Murfee Mr. Patrick				<i>Fax:</i>	
<i>Email:</i>	N	8067915905	8067658015		
Member			Lubbock Commercial Buildings	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3801 107th St Lubbock, TX 79423	2737 82nd St Lubbock, TX 79423	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 03/01/2009-03/01/2011	
Rushing Mr. Don				<i>Fax:</i> 8067487375	
<i>Email:</i> don@lubbocklease.com	Y	8067457984	8067487310 don@lubbocklease.com		
Member			H.G. Thrash Clothing	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Member	Y	3001 24th Street Lubbock, TX 79410	2010 Broadway Lubbock, TX 79410	<i>2nd:</i> 03/01/2011-03/01/2013 <i>Ist:</i> 05/28/2009-03/01/2011	
Thrash Mr. Howard				<i>Fax:</i> 8067444271	
<i>Email:</i> howard@hgthrash.com	Y	8067926998	8067410303 howard@hgthrash.com		

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	66.7% (6)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	22.2% (2)
Other	3.7%	4.0%	6.3%	11.1% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	66.7% (6)
Female	51.5%	53.0%	24.7%	33.3% (3)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	22.2% (2)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Advisory board with Officer of City status. This board consists of two boards. Neighborhood Redevelopment Commission studies the need for neighborhood rehabilitation in older sections of Lubbock and makes recommendations of rehabilitation projects to be funded annually by the Community Development Program. Urban Renewal Board oversees the sale and conditions of sale of Urban Renewal lots and any items involving land owned by the Urban Renewal Agency.

QUALIFICATIONS: All members must be residents of the city of Lubbock. Six members shall be representatives of mortgage banking, residential construction, accounting, real estate, engineering, and legal. Three members shall be appointed from the general public with emphasis given to representatives of low and moderate income citizens and residents of target areas.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Givens, R.J. (M,AA,2)	Real Estate Agent	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace R.J. Givens:

John Ashe¹ (M,A,5) Action Realtors

¹ Mr. Ashe has selected no preferences on his application.

City of Lubbock
Board and Commission Recruiting Database

Updated: 2/23/2014

Urban Renewal / Neighborhood Redevelopment Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
05/09/2012	Chapa	David	M	H	40-49	Interior Designer	texas tech	5

Second Preference

Third Preference

Fourth Preference

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Vice Chair			X-Fab Texas, Inc	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Engineer	N	4504 9th Street	2301 N. University	<i>2nd:</i> 12/06/2012-03/01/2013	
Borhani		Lubbock, TX 79416	Lubbock, TX 79415	<i>Ist:</i>	
Mr. Marcus				<i>Fax:</i> 8067473111	
<i>Email:</i> marcus.borhani@xfab.com	N	8067947115	8067474400 marcus.borhani@xfab.com		
Member			Prime West Mortgage	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Banker	Y	5713 80th Street	7806 Indiana Avenue	<i>2nd:</i>	
Cable		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Ms. Larissa				<i>Fax:</i> 8067937602	
<i>Email:</i> larissa_gordon23@yahoo.com	Y	8068312840	8067882805 lcable@primewestcorp.com		
Member			texas tech	<i>Curr:</i> 03/01/2014-03/01/2016	Y
Citizen	N	6824 Hyden	Main & Flint	<i>2nd:</i>	
Chapa		Lubbock, TX 79424	Lubbock, TX 79409	<i>Ist:</i>	
Mr. David				<i>Fax:</i> (806) 742-0147	
<i>Email:</i> d.chapa@ttu.edu	N	(806) 783-0880	texas tech d.chapa@ttu.edu		
Member				<i>Curr:</i> 03/01/2012-03/01/2014	N
Real Estate Agent	Y	1701 East 26th Street		<i>2nd:</i> 03/01/2010-03/01/2012	
Givens		Lubbock, TX 79411		<i>Ist:</i>	
Mr. R.J.				<i>Fax:</i>	
<i>Email:</i> givreal@aol.com	Y	8067622967	8067638430 givreal@aol.com		
Member			Texas Dept. of Criminal	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Legal	Y	3019 109th Street	Justice	<i>2nd:</i> 08/23/2012-03/01/2013	
Hunter		Lubbock, TX 79423	8602 Peach Street	<i>Ist:</i>	
Mr. Patrick			Lubbock, TX 79404	<i>Fax:</i>	
<i>Email:</i> patrick.hunter1@suddenlink.net	Y	8067452537	8067451021 patrick.hunter1@suddenlink.net		
Secretary/Treasurer			WestMark, Realtors	<i>Curr:</i> 03/01/2013-03/01/2015	Y
Citizen	N	5111 97th St	4105 84th St	<i>2nd:</i> 03/01/2011-03/01/2013	
Kiesling		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Ms. Juanita				<i>Fax:</i> 8067945550	
<i>Email:</i> nkiesling@westmarkcommercial.com	Y	8067942618	8067943300 nkiesling@westmarkcommercial.com		
Member			Lubbock Chamber of	<i>Curr:</i> 03/01/2012-03/01/2014	N
Accountant	Y	903 East Kent	Commerce	<i>2nd:</i> 03/01/2010-03/01/2012	
Nugent		Lubbock, TX 79403	1301 Broadway, Suite 101	<i>Ist:</i>	
Ms. Sheri			Lubbock, TX 79401	<i>Fax:</i> 8067617013	
<i>Email:</i> sheri.nugent@lubbockbiz.org	Y	8067897903	8067617004 sheri.nugent@lubbockbiz.org		
Member				<i>Curr:</i> 03/01/2014-03/01/2016	N
Citizen	N	3801 25th Street		<i>2nd:</i> 03/01/2012-03/01/2014	
Stanley		Lubbock, TX 79410		<i>Ist:</i> 09/08/2011-03/01/2012	
Mr. Maurice				<i>Fax:</i>	
<i>Email:</i>	N	8067939872			
	N	8062414839			
Chair				<i>Curr:</i> 03/01/2013-03/01/2015	Y
Residential Construction	Y	4422 79th Street		<i>2nd:</i> 03/01/2011-03/01/2013	
Vitale		Lubbock, TX 79424		<i>Ist:</i> 03/01/2009-03/01/2011	
Mr. Jeffrey				<i>Fax:</i>	
<i>Email:</i> brandijeff@hotmail.com	Y	8067959765	8062410282 brandijeff@hotmail.com		

ZONING BOARD OF ADJUSTMENT

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	88.9% (8)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	77.8% (7)
Female	51.5%	53.0%	24.7%	22.2% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	33.3% (3)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Wells, Craig (M,A,4)	Alternate	N/A	N/A	Declined/Replace
Vacant	Alternate	N/A	N/A	Replace D. Naegele, Alt.

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Craig Wells and Vacant seat:

- Terry Holeman (Application Pending)
- Margarita Olivarez (F,H,6) AT&T
- David Sanchez (M,H,7) Lone Star State Bank

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 3/11/2014

Zoning Board of Adjustment

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
03/04/2014	Sanchez	David	M	H	30-39	Banker - Commercial Lender	Lone Star State Bank	7
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
10/28/2013	Gloyna	Edwin	M	A	40-49	Self Employed	Day Break Coffee	6
07/22/2010	Hudgens	Dickie	M	A	60+	Retired CPA		3
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair			City Bank	<i>Curr:</i> 02/01/2012-02/01/2014	Y
Member	Y	10620 Salem Avenue Lubbock, TX 79424	5219 City Bank Pkwy Lubbock, TX 79407	<i>2nd:</i> 02/01/2010-02/01/2012 <i>Ist:</i> 02/01/2009-02/01/2010	
Bass Mr. Kevin				<i>Fax:</i> 8067915331	
<i>Email:</i> kbass@citybanktexas.com	Y	8067830379	8067713229		
	Y	8067900374	kbass@citybanktexas.com		
Member			McCleskey, Harriger,	<i>Curr:</i> 02/01/2013-02/01/2015	Y
Alternate	N	2806 21st Street Lubbock, TX 79410	Brazill & Graff P.O. Box 1670 Lubbock, TX 79493	<i>2nd:</i> 05/10/2011-02/01/2013 <i>Ist:</i>	
Burrows Mr. Dustin				<i>Fax:</i> 8067967365	
<i>Email:</i> dustinburrows@mhb.com	Y	8066872328	8066870630		
	N	8067907369	dustinburrows@mhb.com		
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Member	Y	2401 E. 28th St Lubbock, TX 79404		<i>2nd:</i> 02/01/2012-02/01/2014 <i>Ist:</i> 05/10/2011-02/01/2012	
Caviel Ms. Billie Jean				<i>Fax:</i>	
<i>Email:</i> billiej23@suddenlink.net	Y	8067628065	billiej23@suddenlink.net		
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Member	Y	8213 Bourbon St Lubbock, TX 79424		<i>2nd:</i> 02/01/2012-02/01/2014 <i>Ist:</i> 06/23/2011-02/01/2012	
Jackson Ms. Lyn				<i>Fax:</i> 8067755075	
<i>Email:</i>	Y	8067981251	8067755138		
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Alternate	Y	3302 41st Street Lubbock, TX 79413		<i>2nd:</i> 02/01/2012-02/01/2014 <i>Ist:</i> 02/24/2011-02/01/2012	
Naegele Mr. Douglas				<i>Fax:</i>	
<i>Email:</i> dougnaegele@mac.com	Y	8063689278			
	Y	5122965549			
Member			American Wind Power	<i>Curr:</i> 02/01/2013-02/01/2015	N
Member	N	3707 23rd Street Lubbock, TX 79410	Center 1701 Canyon Lake Drive Lubbock, TX 79410	<i>2nd:</i> 02/01/2011-02/01/2013 <i>Ist:</i> 02/01/2010-02/01/2011	
Patton Mr. Glenn				<i>Fax:</i> 8067400668	
<i>Email:</i>	N	8067992926	8067478734 glenn@windmill.com		
Vice Chair			Teinert Commercial	<i>Curr:</i> 02/01/2013-02/01/2015	N
Member	N	3409 Mesa Road Lubbock, TX 79403	Building Service 4009 Clovis Road Lubbock, TX 79415	<i>2nd:</i> 02/01/2011-02/01/2013 <i>Ist:</i> 12/02/2010-02/01/2011	
Teinert Mr. Allen				<i>Fax:</i> 8067442401	
<i>Email:</i>	N	8067658330	8067442801 allen@teinert.com		
Member			ARMtech Insurance	<i>Curr:</i> 01/23/2014-02/01/2016	Y
Alternate	N	3908 105th Street Lubbock, Texas 79423	Services, Inc. 7101 82nd Street Lubbock, Texas 79424	<i>2nd:</i> <i>Ist:</i>	
Vaughn Mr. Zane				<i>Fax:</i> (806) 473-0334	
<i>Email:</i> zanejvaughn@gmail.com	N	(806) 790-4701	(806) 784-3423 zvaughn@armt.com		
Member			Happy State Bank	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Alternate	N	7701 Lynnhaven Lubbock, Texas 79423	4402 19th Lubbock, Texas 79407	<i>2nd:</i> <i>Ist:</i>	
Wells Mr. Craig				<i>Fax:</i> (806) 788-1595	
<i>Email:</i> wells.craig@hotmail.com	N	(806) 793-6241	(806) 794-2265		
	N	(806) 543-5024	cwells@happybank.com		



CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 27, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of February, 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; 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; Interim City Attorney Mitch Satterwhite

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

- *Executive Session; 2.1-2.3; 2.6; 2.5; 2.7; 6.16-6.17; Citizen Comments 3.1-3.3; 4.1; 6.1; Citizen Comments 3.4 (sign-ups); 6.15; 6.2; 6.4-6.5; 6.8-6.14; 6.19; 5.1.2-5.4; 5.8-5.29; 5.33-5.36; 5.1-5.1.1; 5.5; 5.7; 5.6; 5.30-5.32; and 8.1 - Open Citizen Comments (sign-ups).*
- *Items 2.4; 6.3; 6.6-6.7; and 6.18 were deleted.*

1. Executive Session

The meeting was called into a closed session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:21 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. Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as representatives of the Estate of Jared Trengove.
 1. 1. 2. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.
 1. 1. 3. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.

1. 1. 4. Hotel occupancy tax audit deficiency collections.
1. 1. 5. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.
1. 1. 6. Discussion of sovereign immunity concepts and principles with respect to contracts entered into by the City of Lubbock.
1. 1. 7. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas. (Villa Del Norte)
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. Police Station
 1. 2. 2. Omni Building
 1. 2. 3. Future Fire Station
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
 1. 3. 4. City Treasurer
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
 1. 4. 3. 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, RFP No: 7132-13-EUA).
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Urban Design & Historic Preservation Commission, Urban Renewal & Neighborhood Redevelopment Commission, and Zoning Board of Adjustment.

6:21 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

- 2. 1.** Invocation by Dr. Marcus Murphy, Pastor of Oakwood Baptist Church.

Dr. Marcus Murphy, Pastor of Oakwood Baptist 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 to Connor Perryman in commemoration of his 6th birthday being held at the Texas Tech Museum on March 2, 2014.

Council Members Todd R. Klein and Floyd Price presented a special recognition to Connor Perryman in commemoration of his 6th birthday being held at the Texas Tech Museum on March 2, 2014. Connor invited everyone to come to his birthday party at the Texas Tech Museum and asked those who attend to bring a wrapped toy that will be donated to the UMC Children's Hospital.

- 2. 4.** Presentation of a special recognition to the Rape Crisis Center for Sexual Assault Awareness Month.

This item was deleted.

- 2. 5.** Presentation of a special recognition for the Water Smarter Initiative.

Mayor Pro Tem Karen Gibson presented a special recognition for the Water Smarter Initiative. Aubry Spear, Director of Water Resources; and David Putman, Lubbock citizen, appeared to accept the recognition and both gave comments on the importance of water conservation.

- 2. 6.** Presentation of a special recognition of National AMD (Age-Related Macular Degeneration) and Low Vision Awareness Month.

Council Members Todd R. Klein and Floyd Price presented a special recognition of National AMD (Age-Related Macular Degeneration) and Low Vision Awareness Month. Dr. David McCartney, Professor and Chairman, Department of Ophthalmology & Visual Sciences - Texas Tech University Health Science Center School of Medicine; and Sarina Chasco, LVN and Outreach Health Educator for the Community Health Center of Lubbock, appeared to accept the recognition and gave comments on the importance of regular eye exams.

- 2. 7.** **Board Recognitions** : Council Member Latrelle Joy presented the following board recognitions.

Central Business TIF Reinvestment Zone Board of Directors:

Henry Patel

Market Lubbock, Inc. Board of Directors:

Calvin Davis

Lance Peters

Urban Design & Historic Preservation Commission:

Mattie Been (unable to attend)

James "David" Rogers (unable to attend)

Zoning Board of Adjustment:

Zane Vaughn

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. Deanne Clark will appear before the City Council to discuss budget concerns, specifically to freeze raises.

Deanne Clark appeared before City Council to discuss City debt, facility maintenance, taxes, and other budget related issues.

3. 2. Mikel Ward will appear before the City Council to discuss agenda item 6.17 to issue debt without voter approval and amending budget on salaries mid-year.

Mikel Ward appeared before City Council to discuss budget issues and revenue bonds.

3. 3. Burley Owen will appear before City Council to discuss agenda item 6.11-6.14, regarding salaries and Power Planning Committee.

Burley Owen appeared before City Council to speak against City raises and in opposition of item 6.14 (establishing a Power Plan Committee).

3. 4. Sign-ups:

- Holle Humphries; Dave Lewis; Tai Kreidler; Richard Sims; Ryan Van Dusen, Director of Military and Veteran Programs at Texas Tech University; Dr. Stephen Maxner, Director of the Vietnam Center and Archives at Texas Tech University; Lou Ortiz, and Dr. Heather West appeared before City Council to speak in support of item 6.15 (creating a Veterans Advisory Committee).
- Lana Moore appeared before City Council to speak in opposition of items 6.6 and 6.7 (Atmos Energy Corporation's Statement of Intent to increase rates).

4. Minutes

4. 1. January 23, 2014 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve the January 23, 2014 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1.2-5.4; 5.8-5.29; and 5.33-5.36.

Vote: 7 - 0 Motion carried

- 5. 1. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0019, Amendment 10, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

This question was divided.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0019 pertaining to all other items except the TDHCA funding for the Comprehensive Energy Assistance Program.

Vote: 7 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0019 pertaining only to the TDHCA funding from the Comprehensive Energy Assistance Program.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

- 5. 1. 1. Resolution - Lubbock Emergency Communication:** Resolution No. 2014-R0084 authorizing the execution of the Lubbock Emergency Communication District PSAP Grant 2013-2014.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0084.

Vote: 7 - 0 Motion carried

- 5. 1. 2. Resolution - Community Development:** Resolution No. 2014-R0061 authorizing the Mayor to execute contract 11778 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund utility assistance programs to low-income families and individuals.

- 5. 2. Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0020, Amendment 11, amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0025, Amendment 12, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.
5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0026, Amendment 13, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.
5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0030, Amendment 14, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street - Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0030.

Vote: 7 - 0 Motion carried

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0031, Amendment 15, amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0031.

Vote: 7 - 0 Motion carried

5. 7. **Resolution - Public Works Engineering:** Resolution No. 2014-R0085 authorizing the Mayor to execute contract 11504 with Kimley-Horn and Associates, Inc. for the design and engineering of Erskine Street from Quaker Avenue/Texas Tech Parkway to Indiana Avenue, RFQ 13-11504-TF.

Keith Smith, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0085.

Vote: 7 - 0 Motion carried

5. 8. **Resolution – Public Works Engineering:** Resolution No. 2014-R0062 authorizing the Mayor to execute contract 11710 with Utility Contractors of America, Inc. for the Slide Road water line extension, RFP 14-11710-TF.

5. 9. **Resolution – Public Works Engineering:** Resolution No. 2014-R0063 authorizing the Mayor to execute Amendment 1 to contract 11259 with Kimley-Horn and Associates, Inc. for professional engineering services associated with the South Sanitary Sewer System Extension Phase II-A.

5. 10. **Resolution – Public Works Engineering:** Resolution No. 2014-R0064 authorizing the Mayor to execute contract 11668 with Garney Companies, Inc for the construction of the Bailey County Well Field Supply Pipeline - Contract B, RFP 14-11668-MA.
5. 11. **Resolution – Public Works Engineering:** Resolution No. 2014-R0065 authorizing the Mayor to execute Amendment 3 for professional services contract 10844 dated February 13, 2014, with Freese and Nichols, Inc. (FNI) for services associated with Construction Phase Services for the Bailey County Well Field Supply Pipeline - Contract B.
5. 12. **Resolution - Traffic Engineering:** Resolution No. 2014-R0066 authorizing the Mayor to execute contract 11690 with Utility Contractors of America, Inc. for Traffic Engineering trenching and boring services, RFP 14-11690-TS.
5. 13. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0018 abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.
5. 14. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0027 abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.
5. 15. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0028 abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.
5. 16. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0029 abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.
5. 17. **Resolution-Right-of-Way:** Resolution No. 2014-R0067 authorizing the City Council to accept on behalf of the City an easement from Truman Lewis and Mona Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System easement located in Section 3, Block JS.
5. 18. **Resolution - Right-of-Way:** Resolution No. 2014-R0068 authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Dramatic Order of The Knights of Khorassan, a non-profit Fraternal organization regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being in Block E, Section 8.
5. 19. **Resolution - Right-of-Way:** Resolution No. 2014-R0069 authorizing the City Council to accept on behalf of the City an easement from Newman Lusk regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS.
5. 20. **Resolution - Right-of-Way:** Resolution No. 2014-R0070 authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson and wife, Gertrude Johnson regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.
5. 21. **Resolution - Right-of-Way:** Resolution No. 2014-R0071 authorizing the City Council to accept on behalf of the City an easement from Mark L. Roush, Individually, and as Partner for BR Farms, a Texas General Partnership regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 33, Block JS.

5. 22. **Resolution - Right-of-Way:** Resolution No. 2014-R0072 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Ed Sena, Director of Church Services for Lubbock Area Baptist Association, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 10, Block JS.
5. 23. **Resolution - GIS and Data Services:** Resolution No. 2014-R0073 authorizing the Mayor to execute Amendment 2 to contract 10956 with Tyler Technologies, Inc. The amendment will provide additional software, unlimited licensing for software modules already contracted and implementation services for a new code enforcement system.
5. 24. **Resolution - Facilities:** Resolution No. 2014-R0074 authorizing the Mayor to execute contract 11732 with CS Advantage, USAA, Inc. for roof replacement blower building 4 at Southeast Water Reclamation Plant, RFP 14-11732-MA.
5. 25. **Resolution - Facilities:** Resolution No. 2014-R0075 ratifying the act of the City Manager in executing contract 14-11743-JOC with Minnix Commercial Partners, LTD for storm related repairs to the Meter Shop at Municipal Hill.
5. 26. **Resolution - Facilities:** Resolution No. 2014-R0076 authorizing the Mayor to execute contract 11748, an agreement with Condray Design Group, Inc. for professional architectural and engineering services for the renovations of the Mae Simmons Senior and Community Centers located at 2004 Oak Avenue.
5. 27. **Resolution - Aviation:** Resolution No. 2014-R0077 authorizing the Mayor to execute contract 11582 with DFW Consulting Group, Inc. for Architectural/Engineering Services for Lubbock Preston Smith International Airport Terminal Building Fire Alarm System Improvements, RFQ 14-11582-TF.
5. 28. **Resolution - Civic Center:** Resolution No. 2014-R0078 authorizing the Mayor to execute contract 11528 with Honeywell International Inc. to provide heating, ventilation and air condition (HVAC) maintenance services for Civic Center, Coliseum and Auditorium, RFP 13-11528-DG.
5. 29. **Resolution - Community Development:** Resolution No. 2014-R0079 authorizing the Mayor to execute contract 11755 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).
5. 30. **Resolution - Community Development:** Resolution No. 2014-R0086 confirming that the City of Lubbock has "No Objection" to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for The Vineyards development which will be located at the southwest corner of 94th Street and Milwaukee Avenue.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0086 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 31. **Resolution - Community Development:** Resolution No. 2014-R0087 confirming that the City of Lubbock has “No Objection” to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Reserves at Copper Ranch development which will be located west of the northwest corner of 114th Street and University Avenue.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0087 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 32. **Resolution Community Development:** Resolution No. 2014-R0088 confirming that the City of Lubbock has “No Objection” to the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Beacon Hill development which will be located on the southeast corner of Ironton Avenue and 71st Street.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0088 with the following amendment:

- striking the words "No Objection" and inserting "Supports".

Vote: 7 - 0 Motion carried

5. 33. **Resolution – Police:** Resolution No. 2014-R0080 authorizing the Mayor to execute contract 11774 a Professional Services Agreement with Dr. Andrew Young to provide services as a crisis intervention specialist.

5. 34. **Resolution – Police:** Resolution No. 2014-R0081 authorizing the Mayor to execute contract 11761 with Forensic Nurse Staffing of West Texas (FNSWT) for the specialized service of the collection of biological evidence.

5. 35. **Resolution - Fire Services:** Resolution No. 2014-R0082 authorizing the Mayor to execute contract 11776 with South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

5. 36. **Resolution - City Attorney:** Resolution No. 2014-R0083 authorizing the City Council to execute the Compromise Settlement Agreement and Release of all Claims with Steve Trengove, Melissa Trengove, Individually and as representatives of the Estate of Jared Trengove.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0021 request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen’s Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:37 p.m.

LeEarl Bryant, Roger Settler, Kelly Fowler, and Linda Hogan appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 7:47 p.m.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0021.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

- 6. 2. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0022 request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street, and consider an ordinance.

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

Mayor Robertson opened the public hearing at 8:38 p.m.

Andrew Zamora appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:39 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0022.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to M-2 on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

This item was deleted.

- 6. 4. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0023 request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:40 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:41 p.m.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0023.

Vote: 7 - 0 Motion carried

- 6. 5. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0024 request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:41 p.m.

Terry Holeman, Director of Development Services with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:44 p.m.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0024 with the following amendment under "Metes and Bounds Description":

- "2. THAT two curb cuts be allowed on the south property line, along 11th Street".

Vote: 7 - 0 Motion carried

- 6. 6. Public Hearing 6:30 p.m. - City Attorney:** Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

This item was deleted.

- 6. 7. Ordinance 1st Reading - City Attorney:** Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

This item was deleted.

- 6. 8. Resolution - Planning:** Resolution No. 2014-R0054 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 1401 University Avenue, for an off-premise alcoholic beverage permit.

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

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0054.

Vote: 6 - 1 Motion carried

NAY: Council Member Jim Gerlt

- 6. 9. Resolution - Fleet:** Resolution No. 2014-R0055 authorizing the Mayor to execute purchase order contract 31018285 with Associated Supply Company, Inc. for three backhoe loaders.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0055.

Vote: 7 - 0 Motion carried

- 6. 10. Contract Resolution – Public Works Engineering:** Resolution No. 2014-R0056 authorizing the Mayor to execute contract 11644 with Archer Western Construction, LLC for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Improvements Project, RFP 14-11644-TF.

Keith Smith, Director of Public Works, 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-R0056.

Vote: 7 - 0 Motion carried

- 6. 11. Resolution:** Resolution No. 2014-R0057 - Memorandum of Understanding with Mitchell Satterwhite in connection with the position of Interim City Attorney.

This question was divided.

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0057 pertaining to all other items except Memorandum of Understanding No. 3.

Vote: 7 - 0 Motion carried

- 6. 12. Resolution:** Resolution No. 2014-R0058 adjusting the compensation of the City Secretary.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0058 with the following amendments:

- to increase the annual compensation to \$135,000, and
- the amount be retroactive to February 1, 2014.

Vote: 5 - 2 Motion carried

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

- 6. 13. Resolution:** Resolution No. 2014-R0059 adjusting the compensation of the City Manager.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0059 with the following amendments:

- to increase the annual compensation to \$235,000, and
- the amount be retroactive to February 1, 2014.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

- 6. 14. Resolution - Mayor:** Resolution No. 2014-R0060 directing the City Manager to establish a Power Plan Committee to evaluate and analyze all feasible and potential sources of electrical power generation for the next 100 years, including alternative and renewable sources.

Mayor Glen C. Robertson; James Loomis, City Manager; and Jerry Bell, Electric Utility Board Vice Chair, gave comments and answered questions from Council

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0060.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

- 6. 15. Resolution - Councilman Todd Klein:** Resolution No. 2014-R0053 creating a Veterans Advisory Committee to study and make recommendations regarding benefits, services and assistance for veterans in the City of Lubbock.

Council Member Todd Klein, and Judge Drue Farmer gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0053.

Vote: 7 - 0 Motion carried

- 6. 16. Resolution - Finance:** Resolution No. 2014-R0051 accepting the City of Lubbock Comprehensive Annual Financial Report for fiscal year ended September 30, 2013.

Pam Moon, Director of Finance; Rick Trice, Audit Committee Chairman; Kevin Kemp, Partner with BKD Advisors; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0051.

Vote: 7 - 0 Motion carried

- 6. 17. Resolution - Finance:** Resolution No. 2014-R0052 authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation and Electric Light and Power System Revenue Bonds.

Pam Moon, Director of Finance; Jerry Kyle, Bond Counsel - Andrews Kurth, LLP; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0052.

Vote: 7 - 0 Motion carried

- 6. 18.** Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney.

This item was deleted.

- 6. 19. Board Appointments - City Secretary:** Consider one appointment to the Museum & Arts Standing Sub-Committee, one appointment to the Urban Design & Historic Preservation Commission, two appointments to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

Museum & Arts Standing Sub-Committee: Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein, to appoint Pat Maines to replace Sammie Prather.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint Paul Nash to replace Virgil Barber.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to appoint David Chapa to replace Gary Ferguson.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson, to reappoint Maurice Stanley.

Vote: 7 - 0 Motion carried

Zoning Board of Adjustment:

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to promote Douglas Naegele from Alternate to Member to replace Kevin Bass.

The alternate position was postponed.

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.

8. Open Citizen Comment:

- Ysidro Gutierrez and Dora Cortez appeared before City Council to discuss North and East Lubbock Community Development Corporation.
- Debbie Bartholomew appeared before City Council to discuss the Lubbock Grand Jury and the District Attorney's Office.
- Carol Meek appeared before City Council to discuss City Budget transparency.

10:25 P.M. CITY COUNCIL ADJOURNED

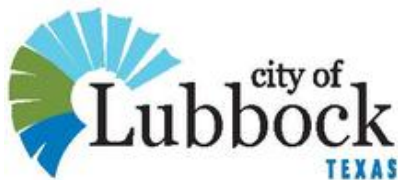
There being no further business to come before Council, Mayor Robertson adjourned the meeting.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 03/27/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0039 Amendment 16 amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP) 92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term; establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92330, 69 kV Transmission Line Reconductoring, by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. Amend the funding source by changing it from FY 2014 LP&L Revenue Bonds to FY 2014 LP&L Pay-As-You-Go. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a major portion of the funding until FY 2014-15. The funding source will change from 20-year revenue bonds to cash.
- II. Amend Capital Improvement Project 92333, Cooke Station Outage, by changing the name to "Cooke Station Outage – Long-Term" and by decreasing the funding in the amount of \$3,600,000, from \$4,850,000 to \$1,250,000. The FY 2013-14 appropriation for this project was originally approved for \$4,850,000, to be funded with 20-year revenue bonds. Staff has reevaluated the project and not all portions of the original request can be funded with bonds as some of the work involves repairs or maintenance and/or the life of the project is less than 20 years. The projects to be initiated in FY 2013-14 include the refurbishment of the Cooke 2 boiler and the purchase and installation of a motor control center (MCC). These projects are expected to have a life of 20-years or more. Staff has delayed long-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. Until a decision is made, staff recommends reducing the funding.
- III. Establish Capital Improvement Project 92357, Cooke Station Outage – Medium-Term, and appropriate funding in the amount of \$750,000. The funding source will be 10-year revenue bonds. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The projects to be initiated in FY 2013-14 include a generator overhaul on Cooke 2 and perimeter lighting. These projects are expected to have a life of 10-20 years. Staff has delayed some medium-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. The funding source will be 10-year revenue bonds.

- IV. Establish Capital Improvement Project 8590, Cooke Station Outage – Short-Term, and appropriate funding in the amount of \$500,000. The funding source will be FY 2014 LP&L Pay-As-You-Go. This project is being created to fund projects that have a life of less than 10 years. The projects to be initiated in FY 2013-14 include critical valve repairs and replacements, exterior structure painting, and building piping re-insulation. These projects are expected to have a life of 10 years or less. The funding source will be cash.
- V. Amend Capital Improvement Project 92334, Massengale Outage, by changing the name to “Massengale Station Outage - Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The funding source remains FY 2014 LP&L Revenue Bonds. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with 20-year revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. The projects to be initiated in FY 2013-14 include power plant safety upgrades and emergency power upgrades. These projects are expected to have a life of 20-years or more. The funding source will be 20-year revenue bonds.
- VI. Establish Capital Improvement Project 8591, Massengale Station Outage - Medium-Term, and appropriate funding in the amount of \$350,000. The funding source will be FY 2014 10-Year LP&L Revenue Bonds. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The project to be initiated in FY 2013-14 is the refurbishment of six boilers. This project is expected to have a life of 10-20 years. The funding source will be 10-year revenue bonds.
- VII. Amend Capital Improvement Project 92335, Brandon Outage, by changing the funding source from FY 2014 LP&L Revenue bonds to FY 2014 LP&L Pay-As-You-Go. The FY 2013-14 appropriation for the project was originally approved for \$3,500,000 and funded with 20-year revenue bonds. The project is related to a major overhaul of the unit. The funding source of this project is being changed from bonds to cash, as the life of these improvements is less than ten years.
- VIII. Amend Capital Improvement Project 92336, General Plant Outage, by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0. The FY 2013-14 appropriation for the project was originally approved for \$1,100,000 and funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. One of the projects that was originally intended to be funded from this capital improvement project is now included in 92334, Massengale Outage - Long-Term.
- IX. Amend Capital Improvement Project 92337, FY 2013-14 Distribution Transformers, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project was originally approved for \$2,400,000 and funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- X. Amend Capital Improvement Project 92339, FY 2013-14 Underground Electric, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project was originally approved for \$2,400,000 and funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- XI. Amend Capital Improvement Project 92340, FY 2013-14 Overhead Lines, by changing the funding source as follows: decreasing FY 2014 LP&L Pay-As-You-Go by \$1,055,000, from \$1,450,000 to \$395,000; and adding \$1,055,000 FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project is approved for \$1,450,000 and funded with cash. Staff recommends changing the funding source from cash to a blend of cash and revenue bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model. The funding source will be \$395,000 from cash and \$1,055,000 from 10-year revenue bonds.
- XII. Amend the Lubbock Power and Light (LP&L) Operating Fund by decreasing the transfer to the Capital

Project Fund by \$1,755,000, from \$10,789,250 to \$9,034,250.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance 16

Resolution - LP&L

LP&L Resolution Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM IN THE LUBBOCK POWER AND LIGHT (LP&L) ENTERPRISE FUND PER RECOMMENDATION BY THE ELECTRIC UTILITY BOARD ON MARCH 3, 2014, TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92330, 69 KV TRANSMISSION LINE RECONDUCTORING; AMEND CIP 92333, COOKE STATION OUTAGE; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 92357, COOKE STATION OUTAGE - MEDIUM-TERM; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 8590, COOKE STATION OUTAGE - SHORT-TERM; AMEND CIP 92334, MASSENGALE OUTAGE; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 8591, MASSENGALE STATION OUTAGE - MEDIUM-TERM; AMEND CIP 92335, BRANDON OUTAGE; AMEND CIP 92336, GENERAL PLANT OUTAGE; AMEND CIP 92337, FY 2013-14 DISTRIBUTION TRANSFORMERS; AMEND CIP 92339, FY 2013-14 UNDERGROUND ELECTRIC; AMEND CIP 92340, FY 2013-14 OVERHEAD LINES; AMEND THE LP&L OPERATING FUND; 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 #16) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92330, 69 kV Transmission Line Reconductoring, by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. Amend the funding source by changing it from FY 2014 LP&L Revenue Bonds to FY 2014 LP&L Pay-As-You-Go.
- II. Amend Capital Improvement Project 92333, Cooke Station Outage, by changing the name to "Cooke Station Outage – Long-Term" and by decreasing the funding by \$3,600,000, from \$4,850,000 to \$1,250,000.

- III. Establish Capital Improvement Project 92357, Cooke Station Outage – Medium-Term, and appropriate funding in the amount of \$750,000. The funding source will be 10-year revenue bonds.
- IV. Establish Capital Improvement Project 8590, Cooke Station Outage – Short-Term, and appropriate funding in the amount of \$500,000. The funding source will be FY 2014 LP&L Pay-As-You-Go.
- V. Amend Capital Improvement Project 92334, Massengale Outage, by changing the name to “Massengale Station Outage - Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The funding source remains FY 2014 LP&L Revenue Bonds.
- VI. Establish Capital Improvement Project 8591, Massengale Station Outage - Medium-Term, and appropriate funding in the amount of \$350,000. The funding source will be FY 2014 10-Year LP&L Revenue Bonds.
- VII. Amend Capital Improvement Project 92335, Brandon Outage, by changing the funding source from FY 2014 LP&L Revenue bonds to FY 2014 LP&L Pay-As-You-Go.
- VIII. Amend Capital Improvement Project 92336, General Plant Outage, by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0.
- IX. Amend Capital Improvement Project 92337, FY 2013-14 Distribution Transformers, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds.
- X. Amend Capital Improvement Project 92339, FY 2013-14 Underground Electric, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds.
- XI. Amend Capital Improvement Project 92340, FY 2013-14 Overhead Lines, by changing the funding source as follows: decreasing FY 2014 LP&L Pay-As-You-Go by \$1,055,000, from \$1,450,000 to \$395,000; and adding \$1,055,000 FY 2014 10-Year LP&L Revenue Bonds.
- XII. Amend the Lubbock Power and Light (LP&L) Operating Fund by decreasing the transfer to the Capital Project Fund by \$1,755,000, from \$10,789,250 to \$9,034,250.

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.Amend16.ord
March 3, 2014

RESOLUTION

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

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

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

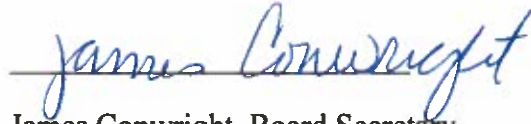
BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board request that the City Council amend the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 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 3 day of March, 2014


Greg Taylor, Chairman

ATTEST:



James Conwright, Board Secretary

APPROVED AS TO CONTENT:



Gary Zheng

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: March 3, 2014

Summary:

Consider a budget amendment, amending the FY 2013-14 Capital Program to amend Capital Improvement Project (CIP) 92330, 69kV Transmission Line Reconductoring; 92333, Cooke Station Outage; 92334, Massengale Outage; 92335, Brandon Outage; 92336, General Plant Outage; 92337, FY 2013-14 Distribution Transformers; 92339, FY 2013-14 Underground Electric; 92340, FY 2013-14 Overhead Lines; and to establish three new CIPs titled "Cooke Station Outage – Medium Term"; "Cooke Station Outage – Short Term"; and "Massengale Station Outage – Medium Term".

Background/Fiscal Impact:

- 1) Amend CIP # 92330 – 69 kV Transmission Line Reconductoring – by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a major portion of the funding until FY 2014-15. The funding source will change from 20-year revenue bonds to cash.
- 2) Amend CIP # 92333 – Cooke Station Outage – by changing the name to "Cooke Station Outage – Long-Term" and by decreasing the funding in the amount of \$3.6 million, from \$4,850,000 to \$1,250,000. The FY 2013-14 appropriation for this project was originally approved for \$4,850,000, to be funded with 20-year revenue bonds. Staff has reevaluated the project and not all portions of the original request can be funded with bonds as some of the work involves repairs or maintenance and/or the life of the project is less than 20 years. The projects to be initiated in FY 2013-14 include the refurbishment of the Cooke 2 boiler and the purchase and installation of a motor control center (MCC). These projects are expected to have a life of 20-years or more.

Staff has delayed long-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. Until a decision is made, staff recommends reducing the funding. The revised funding source will be 20-year revenue bonds.



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: March 3, 2014

- 3) Establish CIP #92357 – Cooke Station Outage, Medium-Term – and appropriate funding in the amount of \$750,000. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The projects to be initiated in FY 2013-14 include a generator overhaul on Cooke 2 and perimeter lighting. These projects are expected to have a life of 10-20 years.

Staff has delayed some medium-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. The funding source will be 10-year revenue bonds.

- 4) Establish CIP #8590 – Cooke Station Outage, Short-Term – and appropriate funding in the amount of \$500,000. This project is being created to fund projects that have a life of less than 10 years. The projects to be initiated in FY 2013-14 include critical valve repairs and replacements, exterior structure painting, and building piping re-insulation. These projects are expected to have a life of 10 years or less. The funding source will be cash.
- 5) Amend CIP # 92334 – Massengale Outage – by changing the name to “Massengale Station Outage, Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with 20-year revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. The projects to be initiated in FY 2013-14 include power plant safety upgrades and emergency power upgrades. These projects are expected to have a life of 20-years or more. The funding source will be 20-year revenue bonds.
- 6) Establish CIP #8591 – Massengale Station Outage, Medium-Term – and appropriate funding in the amount of \$350,000. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The project to be initiated in FY 2013-14 is the refurbishment of six boilers. This project is expected to have a life of 10-20 years. The funding source will be 10-year revenue bonds.
- 7) Amend CIP # 92335 – Brandon Outage – by changing the funding source from bonds to cash. The FY 2013-14 appropriation for this project was originally approved for \$3,500,000, funded with 20-year revenue bonds. The project is related to a major overhaul of the unit. The funding source of



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: March 3, 2014

this project is being changed from bonds to cash, as the life of these improvements is less than ten years.

- 8) Amend CIP # 92336 – General Plant Outage – by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0. The FY 2013-14 appropriation for this project was originally approved for \$1,100,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. One of the projects that was originally intended to be funded from this CIP is now included in CIP # 92334 – Massengale Outage, Long-Term.
- 9) Amend CIP # 92337 – FY 2013-14 Distribution Transformers – by changing the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$2,400,000, funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- 10) Amend CIP # 92339 – FY 2013-14 Underground Electric – by changing the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$2,400,000, funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- 11) Amend CIP # 92340 – FY 2013-14 Overhead Lines – by changing a portion of the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$1,450,000, funded with cash. Staff recommends changing the funding source from cash to a blend of cash and revenue bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model. The funding source will be \$395,000 from cash and \$1,055,000 from 10-year revenue bonds.
- 12) Decrease the transfer from the LP&L Operating Fund to the LP&L Capital Fund by decreasing the funding in the amount of \$1,755,000, from \$10,789,250 to \$9,034,250.



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary
Budget Amendment
FY 2013-14

Meeting Date: March 3, 2014

Appropriation:

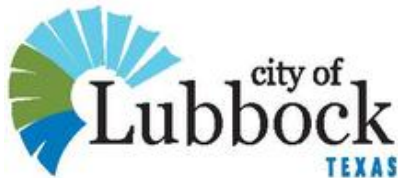
CIP #	Description	Adopted Budget FY 2013-14	Change in Funding	Amended FY 2013-14
92330	69KV Transmission Line Recondu	\$ 1,500,000	\$ (1,400,000)	\$ 100,000
92333	Cooke Station Outage, Long-Term	4,850,000	(3,600,000)	1,250,000
NEW	Cooke Station Outage, Medium-Term	-	750,000	750,000
NEW	Cooke Station Outage, Short-Term	-	500,000	500,000
92334	Massengale Outage, Long-Term	1,500,000	(650,000)	850,000
NEW	Massengale Outage, Medium-Term	-	350,000	350,000
92335	Brandon Outage	3,500,000	-	3,500,000
92336	General Plant Outage	1,100,000	(1,100,000)	-
92337	13-14 Distribution Transformer	2,400,000	-	2,400,000
92339	13-14 Underground Electric	2,400,000	-	2,400,000
92340	13-14 Overhead Lines	1,450,000	-	1,450,000
	TOTAL EXPENDITURES	\$ 18,700,000	\$ (5,150,000)	\$ 13,550,000

Funding Sources:

Description	Adopted Budget FY 2013-14	Change in Funding	Amended FY 2013-14
Cash	\$ 6,250,000	\$ (1,755,000)	\$ 4,495,000
10-Year Bond Funding	-	6,955,000	6,955,000
20-Year Bond Funding	12,450,000	(10,350,000)	2,100,000
TOTAL EXPENDITURES	\$ 18,700,000	\$ (5,150,000)	\$ 13,550,000

Recommendation:

Staff recommends Board approval of the attached budget amendment.



Regular City Council Meeting

5. 2.

Meeting Date: 03/27/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-00034 Amendment 17 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92352, Taste and Odor Control, by decreasing the funding in the amount of \$100,000, from \$100,000 to \$0.00, and close the project. The project is no longer necessary due to recent improvements to the north treatment plant.

- II. Amend Capital Improvement Project 91003, Bailey County Well Field Improvements by decreasing the funding in the amount of \$13,664,677, from \$18,650,260 to \$4,985,583. The project has been delayed and is not expected to resume until FY 2014-15. The existing funding will be utilized in other projects that will proceed this fiscal year which reduces the amount of debt to be issued in this fiscal year. This project will be proposed for re-funding in FY 2014-15.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance 17

CIP Detail Sheet - 92352

CIP Detail Sheet - 91003

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92352, TASTE AND ODOR CONTROL, AND CIP 91003, BAILEY COUNTY WELL FIELD IMPROVEMENTS; 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 #17) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92352, Taste and Odor Control, by decreasing the funding in the amount of \$100,000, from \$100,000 to \$0.00, and close the project.
- II. Amend Capital Improvement Project 91003, Bailey County Well Field Improvements by decreasing the funding in the amount of \$13,664,677, from \$18,650,260 to \$4,985,583.

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.Amend17.ord
March 3, 2014

**Capital Project
Project Cost Detail
Budget Amendments
March 13, 2014**

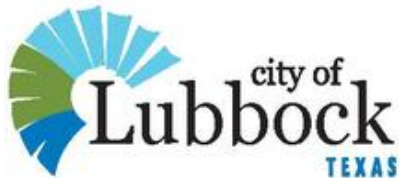
Capital Project Number: 92352
Capital Project Name: Taste and Odor Control

Current Project Appropriation Amount	\$ 100,000
Proposed Amendment	(100,000)
Total Proposed Appropriation	<u>\$ -</u>

**Capital Project
Project Cost Detail
Budget Amendments
March 13, 2014**

Capital Project Number: 91003
Capital Project Name: Bailey County Well Field Improvements

Current Project Appropriation Amount	\$ 18,650,260
Proposed Amendment	(13,664,677)
Total Proposed Appropriation	<u>\$ 4,985,583</u>



Regular City Council Meeting

5.3.

Meeting Date: 03/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 18 respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations; providing for filing; and providing for a savings clause.

Item Summary

- I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by changing the name to “Major Repairs at Fire Facilities,” and amend the scope to read as follows: “Perform major repairs to existing fire facilities.”

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 18

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 91220, MAJOR REPAIRS AT FIRE STATIONS; 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 #18) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by changing the name to "Major Repairs at Fire Facilities," and amend the scope to read as follows: "Perform major repairs to existing fire facilities."

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:



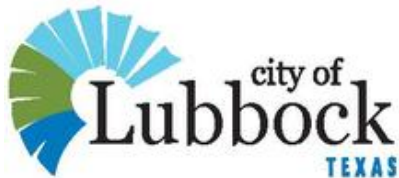
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend18.ord
March 14, 2014



Regular City Council Meeting

5. 4.

Meeting Date: 03/27/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 19 respecting the Grant Fund to accept and appropriate funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$20,000 from the Dallas Police Department for the Internet Crimes Against Children grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 19

Grant Detail Sheet - Police ICAC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE DALLAS POLICE DEPARTMENT FOR THE INTERNET CRIMES AGAINST CHILDREN 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 #19) for municipal purposes, as follows:

- I. Accept and appropriate \$20,000 from the Dallas Police Department for the Internet Crimes Against Children Grant.

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

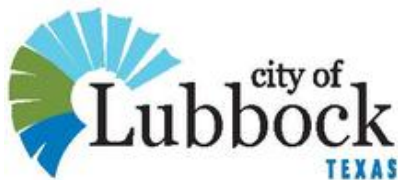
City of Lubbock, TX
Grant Award
New Grant - Budget Detail
March 27, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	Internet Crimes Against Children
Grant Effective Date:	07/01/2013-06/30/2014
Grant Provider/Agency:	City of Dallas Police Department/Department of Justice
Grant Award Amount:	\$ 20,000

Budget Information:

	Cost
Training, Equipment, and Operations	\$ 20,000
Grant Total	\$ 20,000



Regular City Council Meeting

5. 5.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution – Public Works Wastewater: Consider a resolution authorizing the Mayor to execute contract 11796 with Wunderlich-Malec Systems (WMS) for the Remote Terminal Unit (RTU) and Supervisory Control and Data Acquisition (SCADA) Programming for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Facility Improvements Project.

Item Summary

WMS will provide all the RTU and the SCADA software configuration for the SEWRP Solids Handling Capital Improvements Project. This includes programming testing, and commissioning new and upgraded RTU/SCADA systems for the project.

The Work of the proposed construction project will include the following major components:

1. Project Management & Engineering/Programming Design.
2. Review of Process Control Instrument Systems (PCIS) Contractor Submittals.
3. Review of SCADA Displays.
4. RTU Programming.
5. SCADA Programming.
6. Functional Acceptance Testing (FAT) Testing.
7. System Implementation, Testing, and Commissioning.
8. Training.
9. As-Built Documentation.

The term of this contract will be for a period of 1200 days. If it is determined 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 months of time so long as the amount of the consideration does not increase.

WMS is the sole source provider for the RTU and SCADA programming. WMS provided the original SCADA installation and provides support and maintenance services, this includes both phone and on-site technical support in the event of SCADA issues. WMS also provided the SCADA programming for the Digester 8 & 9 project. WMS maintains the system engineering information and documentation specific to the SEWRP applications and equipment. The on-going project and support services preclude others from changing or adding to the active system until completion of these contracts warranty periods. The programming of equipment in the SCADA system must work in conjunction with other programmed equipment to ensure overall treatment of the wastewater at the SEWRP.

Fiscal Impact

\$45,000,000 is appropriated in Capital Improvement Project 92249, SEWRP Solids Handling Facility Improvements, with \$481,062 available for this purpose.

Staff/Board Recommending

Attachments

Resolution & Agreement - Wunderlich-Malec Systems

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 Agreement for programming the Southeast Water Reclamation Plant Solids Handling Improvements Project, by and between the City of Lubbock and Wunderlich-Malec Systems, Inc. of Addison, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoks/RES.PSA-Wunderlich
February 26, 2014

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the 13th day of March, 2014 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Wunderlich-Malec Systems, Inc., ("ENGINEER") a Minnesota professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to "RTU and SCADA Programming for the Southeast Water Reclamation Plant Solids Handling Improvements Project" (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 1200 days, as set forth in Exhibit "A", attached here 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 12 based on hourly and unit rates, not to exceed \$481,062 per Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to RTU and SCADA Programming for Southeast Water Reclamation Plant Solids Handling Improvements Project as defined in Exhibit "A," "Scope of Services

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

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

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

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

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

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ENGINEER SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS FOR WHICH THE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

B. Engineer 's Address. ENGINEER 's address and numbers for the purposes of notice are:

Wunderlich-Malec
Attn: Allen Steffler
4275 Kellway Circle, Suite 164
Addison, Texas 75001
Telephone: (469) 574-2500
Facsimile: (469) 730-2126

C. City's Address. CITY's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Mary Gonzales
Southeast Water Reclamation Plant
3603 Guava Ave
Lubbock, Texas 79404
Telephone: (806) 775 – 3220
Facsimile: (806) 775 – 3246

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.

N. 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 nonappropriation 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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

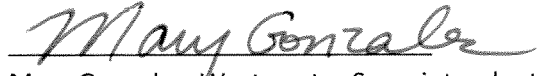
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

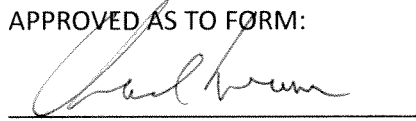


R. Keith Smith, P.E. Director of Public Works r



Mary Gonzales, Wastewater Superintendent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

WUNDERLICH-MALEC SYSTEMS, INC.

By: _____

Name: Allen Steffler

Title: Business Unit Manager - Dallas

Exhibit A

Scope of Services

This Exhibit A is part of the Agreement between Wunderlich-Malec Systems, Inc. (WMS) (the “Engineer”) and the City of Lubbock (the “City”) for a Project generally described as:

RTU and SCADA Programming for SEWRP Solids Handling Improvements Project

The purpose of this Agreement is as follows:

The scope of work contained herein is for engineering services related to the RTU and SCADA Programming for the Southeast Water Reclamation Plant Solids Handling Improvements.

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

INTRODUCTION

Wunderlich-Malec Systems (WMS) is pleased to provide our proposal for the City of Lubbock South East Water Reclamation Plant Solids Handling Improvement project – System Programming. WMS will provide all RTU programming and SCADA HMI software configuration as specified in the programming, testing, and commissioning for the new and upgraded RTU/SCADA systems component for this project – as described in the Contract Documents (including addenda). The overall scope of work to be supplied is outlined in this document. The PCIS scope of work for the Solids Handling Improvement project is provided under a separate contract and is not included in this PROGRAMMING scope.

BASIS FOR PROPOSAL

This proposal is based on the following specification:

- City of Lubbock Specification for *South East Water Reclamation Plant Solids Handling Improvement Project*
- City of Lubbock Drawings Package (Vol 5 & 6, November 2013) for *South East Water Reclamation Plant Solids Handling Improvement Project*
- City of Lubbock Specification for *South East Water Reclamation Plant Solids Handling Improvement Project – Addendum #1 (November 25, 2013)*
- City of Lubbock Specification for *South East Water Reclamation Plant Solids Handling Improvement Project – Addendum #2 (December 10, 2013)*

- City of Lubbock Specification for *South East Water Reclamation Plant Solids Handling Improvement Project – Addendum #3 (January 8, 2014)*

SCOPE OF SERVICES & SUPPLY

A. PROJECT MANAGEMENT & ENGINEERING/PROGRAMMING DESIGN

This entire project spans three major areas of the plant and will take over 1000 calendar days to complete. Significant programming changes for new and existing RTUs and SCADA displays will occur, and require substantial coordination between all project contractors, plant operations, and plant maintenance personnel. WMS will provide project management and engineering/programming design services as required by the specifications and will include:

- Coordination with other project personnel and attend coordination/sequencing meetings
- Attend coordination/sequencing meetings as required in the specifications. (With prior Engineer/Owner approval WMS may have the RTU/SCADA programmer attend some of these meeting via conference call.)
- Management of project schedule and attend progress meetings
- Provide submittals for test procedures and test cases
- Specific Sequencing meetings between the PCIS Contractor and WMS (PROGRAMMER), per those outlined in the specifications:
 - Preliminary meeting – meet before configuration work is to begin.
 - Intermediate Review meeting – when approximately one-half of the PCIS Contractor’s systems interface submittals have been submitted.
 - Final Review meeting - when all of the PCIS Contractor’s systems interface submittals have been submitted.
 - All other PCIS and Programming coordination meetings as required per the specifications.
- Coordinate with PCIS, Electrical, and Mechanical Contractors for installation of Instrumentation, control cabinets and local control panels.
- Coordination of Program loads, testing, and commissioning – to align with Mechanical, Electrical, and PCIS Contractors roll-out of the various project systems.
- Support for FAT, Commissioning and Startup

There will be several key Programming Coordination meetings to ensure that the implementation of the controls programming is aligned with the delivered controls hardware and the specified operational sequences are met. Coordination meetings for graphical display standards and data reporting will be held with the OWNER’s representatives to ensure the delivered graphics and data reports meet the specifications.

B. REVIEW OF PCIS CONTRACTOR SUBMITTALS

As the project PROGRAMMER it is imperative that WMS be fully aware of the controls hardware and architecture being delivered by the PCIS contractor. WMS has accounted for the effort to review key PCIS submittals for coordination of the PROGRAMMING effort. The PCIS Contractor must make these submittals and other pertinent controls documentation/information available to WMS in a timely manner.

Besides the drawings and submittals provided for the new systems by the PCIS Contractor, they shall also provide to WMS their documented interface with, modifications to, upgrade, or replacement of existing circuits, power systems, controls, and equipment. It is critical that WMS have this information to fully understand necessary RTU and SCADA program modifications.

C. REVIEW OF SCADA DISPLAYS

The OWNER has existing standards for their SCADA graphics. WMS will produce new or modified SCADA screens per these standards, but will also periodically review the implemented graphics with the OWNER's key operators to ensure they are meeting the operational needs. These displays will not be formally submitted to the Engineer for review, but will be demonstrated and tested at the FAT.

D. RTU PROGRAMMING

WMS will program the various RTU controllers per Control Strategies specified in the project documents. The following is a list RTUs requiring programming and integration with the overlying SCADA system:

- RTU-4
- RTU-6A
- RTU-6B
- RTU-1A (Alternate 2)
- RTU-12
- RTU-2
- RTU-8

Recent RTU applications at the plant have been implemented following Best-Practices configuration, logic layout, and code documentation. This assists in the ease of application readability and understanding by plant maintenance personnel, or other programmers charged with trouble-shooting or modifying the program in the future. WMS will utilize these same Best-Practices in the new RTU programming, utilizing the Telepace programming software and ladder diagram language. The new RTU controllers will be Control Microsystems (Schneider) SCADAPack 32. There will be some hardwired and data transfer (via some communications protocol such as Modbus TCP/IP) between the newly implemented SCADAPack RTUs and PLCs provided on OEM/Vendor equipment.

Some program modifications will be necessary when existing equipment is demolished or taken out of service. WMS as the PROGRAMMER will make the necessary RTU program modifications for both loops directly and indirectly affected.

E. SCADA PROGRAMMING

WMS will configure and program the SCADA (ICONICS) system per Control Strategies specified in the project documents. New screens will be developed to allow for the operator control and monitoring of the new RTUs integrated into the plant controls. WMS will produce new or modified SCADA screens per existing plant SCADA standards. The following is a list of the primary SCADA configuration and programming tasks to be executed by WMS through the course of the project:

- Data tag definition
- Configuration of I/O Server (each New and Edited RTU program)
- New screen development
- Existing screen modifications
- Report Development
- Trend Configuration

Some program modifications will be necessary when existing equipment is demolished or taken out of service. WMS as the PROGRAMMER will make the necessary SCADA program modifications for both loops directly and indirectly affected.

F. FAT TESTING

After the PCIS Contractor has procured the primary controls equipment (RTUs, power supplies, communications bridges switches, etc) they will ship these items to the WMS Addison Texas office. WMS will stage the controls equipment and configure a “Development & Test Bed” to include RTU programming terminal, SCADA operator PC, and test Simulation PC for the testing. After WMS has completed the programming and initial testing of the controls equipment it will be sent back to the PCIS Contractor. The PCIS Contractor will be responsible to package and ship the panels from the WMS office in Addison Texas, back to the PCIS fabrication location for the actual FAT.

Prior to the PreFAT/FAT WMS will submit to the Engineer for approval the Test Procedures and Test Cases to be used for this testing. Once the panels are received and the FAT test bed is setup at the PCIS Contractor’s location, WMS will execute the PreFAT, which will utilize the same FAT test documentation. This PreFAT is executed, and recorded to demonstrate to the Engineer that the panels, RTU programming, and SCADA programming are developed and pre-tested to the point for a successful FAT.

After the PreFAT is completed and reviewed by the Engineer, WMS will coordinate with the Engineer and Owner representatives to schedule the witnessing of the FAT. The FAT will typically run for 3 to 5 work days to execute.

The FAT will demonstrate the logical control in the RTU (thru simulation), appropriate display and response from the SCADA interface screens. Upon completion of the FAT the Engineer and Owner representative will sign-off on the FAT testing documents. If there are Action Items resulting from the testing a formal list of those items will be created and should jointly be reviewed and agreed upon by the OWNER, ENGINEER and WMS PROGRAMMER at the conclusion of the testing. This Action item list should be signed by all those who review and agree to it.

It is WMS's intent that all control panels will be FAT tested at the same session, and the base pricing in this proposal accounts for only one session. It is understood that the project sequence may dictate that more than one FAT session may occur. In Exhibit B a cost per week of Engineering FAT support and travel is included. An estimate is made that two additional FAT sessions may be needed to account for those costs.

G. SYSTEM IMPLEMENTATION, TESTING & COMMISSIONING (DECOMMISSIONING)

At the completion of the panel and controls equipment installation WMS will provide field engineers to assist the PCIS contractor to test the data integration to the SCADA. Testing will be documented and Test Acceptance sheets will be signed off by both the Owner's representative and the WMS Engineer indicating all testing was completed.

WMS will perform all work to test, program, and place into operation RTU and SCADA systems including application software for a complete, integrated and functional PCIS system. WMS has included time to modify existing code when decommissioning parts of the plant during the installation phase to keep the plant operational.

As the PROGRAMMER, WMS will not be required to be on-site, nor be required to supply application software, until the loop validation tests are complete for a RTU and all prerequisites for the Pre-commissioning tests are completed. All communications between control units on the overall control network shall be verified by the PCIS Contractor prior to the testing.

TRAINING

WMS will provide training sessions for management, operations and maintenance staff on the software provided by WMS on this project. Training should be provided on the RTU process control and SCADA interface as the milestone system commissioning occurs. Training for any temporary controls logic/displays implemented in support of the project sequencing will be performed as over-the-shoulder demonstration to key operations personnel. No formal training will be provided for temporary systems.

H. AS-BUILT DOCUMENTATION

As milestone systems are commissioned WMS will provide software as-built documentation for record. This documentation, and electronic copies of the commissioned applications, can be used for

training, maintenance, and future updates to the RTU and SCADA systems. A format for this documentation will be presented to the Engineer for approval prior to the first set provided. The number of copies and electronic media Disks will set by the specifications.

CLARIFICATIONS

1. The SCADA programming software to be used is currently licensed to the OWNER and no additional software purchase is necessary to complete the PROGRAMMER's scope of work.
2. Necessary patches or fixes the SCADA software will be implemented by the PROGRAMMER during the course of this project.
3. The RTU development software to be used is currently licensed to the OWNER and no additional software purchase is necessary to complete the PROGRAMMER's scope of work.
4. Software simulation for the demonstration of the SCADA screens and RTU controls algorithms will be utilized for the FAT.
5. WMS expects that that PCIS Contractor will ship all RTU, Network equipment, and Computers (with Software) to our Addison Texas office within 175 calendar days after their receipt of Notice to Proceed.
6. The PCIS Contractor shall provide all key/primary cables needed for the interconnectivity of all units needed for the FAT.
7. WMS expects that the PCIS Contractor, who is designing and fabricating the RTU panels, will support the correction of any wiring issues discovered with these panels during or after the execution of the PreFAT and FAT testing.
8. It is WMS's intent that all control panels will be FAT tested at the same session. Multiple FAT sessions are accounted for as separate line items in Exhibit B budget. For pricing purposes up to three separate FAT sessions were considered.
9. If FAT session is deemed unsuccessful due to the programming not being sufficiently completed, WMS will be responsible for the costs associated with the re-execution of the FAT.
10. As-built software documentation for the RTUs and SCADA system will be provided as the milestone system commissioning occurs.
11. Training on the RTU process control and SCADA interface will be provided as the milestone system commissioning occurs.
12. There is an existing remote connection to both the SCADA application and Ethernet capable SCADAPack RTUs. During the course of this project there may be times were WMS is able to support programming configuration or modifications utilizing this remote connection.
13. The owner will provide a Tax certificate for purchased equipment.
14. WMS will not be required to be on-site, nor be required to supply application software, until the loop validation tests are complete for a RTU and all prerequisites for the Pre-commissioning tests are completed.
15. It is expected that once on-site testing and startup activities begin, that WMS will have full and continuous access to all instrumentation, equipment, and facilities to allow for complete and thorough execution of these activities without delay by others.

EXCLUSIONS

1. The supply and installation of any instruments, controls hardware, panels, network hardware, or any other equipment or systems specified to be provided by the PCIS contractor. Not in the PROGRAMMERS scope of work.
2. Installation and termination of data, instrumentation, control and power cabling will be by others.
3. As part of the PROGRAMMERS scope NO control system and field device spares are provided.
4. The programming of RTUs, PLCs, HMIs, OITs, or other controls systems supplied as part of a vendors packaged equipment.
5. Travel expenses to attend FAT at our Addison Texas facility for the ENGINEER and OWNER representatives is covered by others.
6. Fees for storage trailers or on-site facilities are excluded. Storage to be provided by the contractor for WMS equipment.
7. Testing or startup efforts for equipment or systems provided for by others are excluded. If an OEM or Vendor provides a self contained control system (typically called out in the drawings as a VCP) WMS will program the integrated I/O points with that unit, but the unit controls are by that OEM or Vendor. Therefore the testing and startup of those unit controls is not WMS responsibility.
8. The physical removal/demolition of existing Controls Panels, Computers, Servers, network hardware, and related equipment excluded.
9. Performance, payment or equipment bonds of any kind are excluded.
10. Sales or use taxes are not included in the proposal

WARRANTY

This scope of work covers RTU and SCADA programming only, and not the supply of any equipment or instruments. WMS warrants all programming for the term of 1 year from commissioning of such code. This covers program functionality that was tested thru the course of the commissioning process. The OWNER can extend programming coverage thru Service Support Agreement with WMS.

ADDITIONAL SERVICES

If additional services are requested or required over and above the work to be performed in the Scope of Services & Supply listed above or outlined in the project Specifications, the work will be performed on a time and materials basis at the billing rates per hour provided on WMS published rate sheet for the various job positions that will perform the actual work. Every attempt will be made to arrive at an estimated cost for the additional work before the work takes place, but that may not always be possible due to time restraints and the complexity of the additional work.

PAYMENT TERMS

WMS will perform these services described above on a “Not to Exceed Unit Price” based on our documented hourly and unit rates.

Invoices will be issued on a monthly progress payment basis, and according to an agreed upon Schedule of Values.

Payment is net 30 days from date of invoice.

Please direct payments on invoices to:

Accounts Payable
Wunderlich-Malec Systems
5501 Feltl Rd
Minnetonka, MN 55343

Exhibit B

This Exhibit B is part of the Agreement, between Wunderlich-Malec Systems, Inc. (WMS) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

RTU and SCADA Programming for SEWRP Solids Handling Improvements Project

1. Budget Amount by Scope Item Task:

BUDGET		
Task No.	Task Name	Budget Amount
Basic Services		
1.	Project Management	\$63,429.00
2.	Review of PCIS Contractor Submittal	\$13,311.00
3.	Review of SCADA Displays	\$6,725.00
4.	RTU Programming	\$92,218.46
5.	SCADA Programming	\$82,053.62
6.	FAT Testing	\$36,984.00
7.	FAT Testing (Extended - Additional 2 Sessions)	\$19,674.00
8.	System Implementation, Testing, Commissioning	\$92,118.92
9.	Training	\$12,000.00
10.	As-Built Documentation	\$9,600.00
11.	Bid Alternate #2 - Headworks Odor Control Systems Modifications	\$30,620.00
12.	ICONICS SupportWorX - Site Maint Plan (3 yrs)	\$22,328.00
TOTAL SERVICES (NOT TO EXCEED)		
		\$481,062

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 \$481,062 unless the Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 above as long as the total "Not to Exceed" amounts are not surpassed. Budget can be transferred between tasks upon approval of City of Lubbock Owner's Representative.

5. Rate Schedule:

Hourly Labor		
Staff Description	Staff Code	Billing Rate/ hr
Principal / Technical Advisor	P1	\$175
Engineer 10	E10	\$155
Engineer 9	E9	\$145
Engineer 8	E8	\$135
Engineer 7	E7	\$125
Engineer 6	E6	\$115
Engineer 5	E5	\$110
Engineer 4	E4	\$100
Engineer 3	E3	\$85
Engineer 2	E2	\$75
Engineer 1	E1	\$65
Designer 5	D5	\$75
Designer 4	D4	\$65
Designer 3	D3	\$55
Designer 2	D2	\$45
Designer 1	D1	\$35
Administrative/Purchasing	A2	\$50
Administrative/Clerical	A1	\$25

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92249
 Capital Project Name: SEWRP Solids Handling Facility Improvements

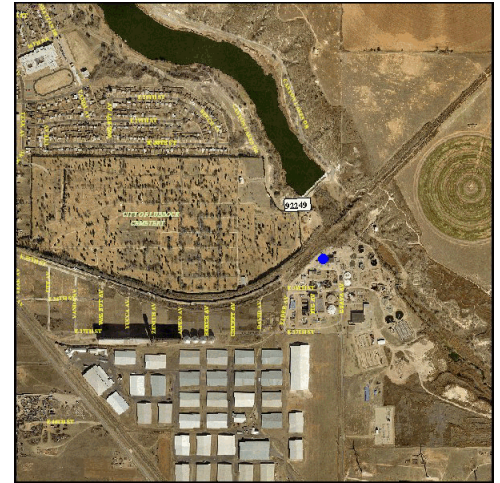
	Budget
<i>Encumbered/Expended</i>	
Bid Cost	\$ 332
City of Lubbock Staff Time	34,304
Carollo Engineers PC Contract 10544 for Design	3,199,860
Cleanserve, Inc.for solids building drainage inspection	2,925
Carollo Engineers Amendment 1 Contract 10544	99,994
Archer Western, LLC. Construction Contract	33,556,000
<i>Agenda Item March 27, 2014</i>	
Carollo Engineers RPR Services Contract	4,099,890
Wunderlich Malec RTU and SCADA Programming	481,062
<i>Encumbered/Expended To Date</i>	41,474,367
<i>Estimated Costs for Remaining Appropriation</i>	
Construction	3,525,633
<i>Remaining Appropriation</i>	3,525,633
Total Appropriation	\$ 45,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Water Planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to utilize the City’s effluent as a valuable water resource asset. The project improves the wastewater treatment facilities so that the plant can produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project Justification

The project includes design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in four phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent which will be discharged into the North Fork of the Double Mountain fork of the Brazos River for potential reuse.

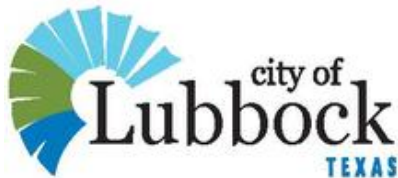
The project is associated with Phase III for the improvements to the Solids Handling portion of the plant improvements.

Project History

\$2.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$40.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	1,500,000	40,000,000	5,000,000	0	0	0	0	46,500,000
Design and Engineering	3,500,000	0	0	0	0	0	0	3,500,000
Total Project Appropriation	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2011 Wastewater Revenue CO's	2,500,000	0	0	0	0	0	0	2,500,000
FY 2012 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2014 Wastewater Revenue CO's	0	40,000,000	0	0	0	0	0	40,000,000
FY 2015 Wastewater Revenue CO's	0	0	5,000,000	0	0	0	0	5,000,000
Total Funding Sources	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000



Regular City Council Meeting

5. 6.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11816 with Carollo Engineers, PC., for professional engineering services for the construction phase for the Southeast Water Reclamation Plant Solids Handling Facility Improvements Project.

Item Summary

The 2009 Solids Stream Study identified a critical need for upgrading the bio-solids treatment process at the Southeast Water Reclamation Plant (SEWRP) to address ongoing safety concerns, improve operational efficiency, and reduce odors and the overall volume of bio-solids produced by the wastewater treatment process.

On December 1, 2011 City Council approved Contract 10544 with Carollo Engineers for the design of the SEWRP Solids Handling Facility Improvements Project. The proposed improvements include replacement of the steel domes on sludge holding tanks, replacement of existing gravity belt sludge thickeners with rotary drum thickeners and the replacement of the existing sludge dewatering belt filter presses with centrifuges. On January 8, 2014, the City received proposals from four general contractors for the construction of the SEWRP Solids Handling Facility Improvements Project. On February 27, 2014, City Council awarded Contract 11644 to Archer Western Construction for the construction of the Solids Handling Facility Improvements Project.

This construction phase contract with Carollo Engineers includes general construction administration and resident project representative (RPR) services for the duration of the solids handling improvements. Construction administration services will include preparation of monthly pay applications, conducting progress meetings, consulting with the contractor and the City throughout the project, reviewing submittals and coordinating testing and the efforts of the RPR. RPR services will include full time inspection services for the 1,186 calendar day project to verify proper installation of critical project components.

Staff recommends that Carollo Engineers be awarded general construction phase services to assist in the management of the project coordination, testing and inspection of the construction 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

\$45,000,000 is appropriated in Capital Improvement Project 92249, SEWRP Solids Handling Facility Improvements, with \$4,099,890 available for this purpose.

Staff/Board Recommending

Attachments

Resolution - Carollo

Contract with Carollo

Carollo Ex B

Carollo Ex C

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 Construction Phase Services for Southeast Water Reclamation Plant Solids Handling Improvements Project, by and between the City of Lubbock and Carollo Engineers, Inc. of Austin, Texas, and related documents. Said Professional Services 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, Assistant City Attorney

vw:ccdcs/RES.PSC-Carlo Engineers
March 7, 2014

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the 27th day of March 2014 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Carollo Engineers, Inc., ("ENGINEER") a Delaware corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to "Construction Phase Services for Southeast Water Reclamation Plant Solids Handling Improvements Project" (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 1,375 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 Engineer may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the CITY acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Engineering Services Tasks 100 through 400 based on hourly and unit rates, not to exceed \$4,099,890, per Exhibit "B", based on rates per Exhibit "C".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to Construction Phase Services for Southeast Water Reclamation Plant Solids Handling Improvements Project as defined in Exhibit "A," "Scope of Services.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

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

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ENGINEER SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS FOR WHICH THE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

B. Engineer's Address. ENGINEER's address and numbers for the purposes of notice are:

Carollo Engineers, Inc.
Attn: Hani E. Michel, P.E.
8911 Capital of Texas Hwy North
Suite 2200, Building 2
Austin, Texas 78759
Telephone:(512) 453-5383
Facsimile:(412) 453-0101

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
1625 13th Street
Lubbock, Texas 79457
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," "B," and "C," 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.

N. 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 fiscal year for the goods or services covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the ENGINEER on thirty (30) day 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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

By: _____

Glen C. Robertson, Mayor

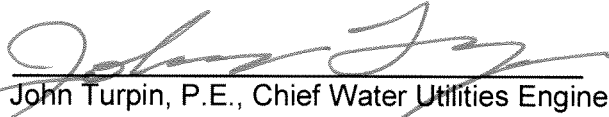
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin, P.E., City Engineer



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

CAROLLO ENGINEERS, INC.

By:  _____

Name: Hani Michel

Title: Vice President

By:  _____

Name: Scott Hoff

Title: Senior Vice President

EXHIBIT A

**CONSTRUCTION PHASE SERVICES
FOR
CITY OF LUBBOCK, TX**

**SOUTHEAST WATER RECLAMATION PLANT
SOLIDS HANDLING IMPROVEMENTS PROJECT**

BACKGROUND

The Southeast Water Reclamation Plant (SEWRP) thickens waste activated sludge (WAS) via gravity belt thickeners prior to being pumped to primary Digesters 8 and 9. The SEWRP staff operates two unheated secondary digesters (Digesters 6 and 7) that serve as digested sludge holding tanks prior to dewatering via belt filter presses. Carollo Engineers, Inc. (ENGINEER) completed the Solids Stream Studies (Studies), in November 2009. The Studies concluded that Digesters 6 and 7 are part of the future Solids Processing Facilities at the SEWRP, but that they should be converted to sludge holding tanks. The Studies further concluded that the gravity belt thickeners should be replaced with new rotary drum thickeners, and that the belt filter presses should be replaced with new dewatering centrifuges. The benefits are both better performance in a smaller space, and improved odor conditions. The City of Lubbock (CITY) elected to move forward with the Solids Handling Improvements Project to improve operating efficiency and performance, odor control, and address potential safety concerns. The CITY authorized the ENGINEER to provide design services and prepare Contract Documents for construction of the Solids Handling Improvements Project in December 2011. The design was completed in November 2013, and proposals were received from qualified Construction Contractors in January 2014.

PURPOSE

This EXHIBIT A establishes the Scope of Work, the Time of Performance, and the Engineering Services Budget for Construction Phase Services to be provided by the ENGINEER for the CITY. The engineering services will consist of the following:

- Section 100 - Project Administration
- Section 200 - Office Services During Construction
- Section 300 - Field Services During Construction
- Section 400 – Post Construction and Special Services

The Engineering Services will be performed during the construction and post-construction phases of the Project. Project Administration, Office Services During Construction, and Field Services During Construction will be provided based on 39 months of construction duration.

GENERAL DESCRIPTION

The work associated with construction of the Solids Handling Improvements Project generally consists of emptying and cleaning the existing Sludge Holding Tanks 6 and 7, properly disposing of sludge removed from the existing Sludge Holding Tanks 6 and 7, removing existing steel covers

and providing new fixed steel domes (Bid Alternate 1), new sludge recirculation piping, new digester gas piping, improvements to the existing Digested Sludge Pump Station, replacement of the existing GBTs with new RDTs, replacement of the existing BFPs with new dewatering centrifuges, replacement of the existing polymer storage and feed system with new storage and feed systems, new sludge cake conveyance and truck loading facilities, replacement of existing HVAC at the Digested Sludge Pump Station and Solids Handling Building, new ferric chloride feed capabilities, a new centrate return line for recycle stream management, replacement of a Plant 3 WAS pump, modifications to the Plant 4 scum pumping system, new odor control facilities at the Headworks (Bid Alternate 2) and the Solids Handling Building, site work, and incidentals for a complete and usable facility.

The Contract Documents are defined as the City of Lubbock Division 0 (Volume 1), Technical Specifications Divisions 1 through 17 (Volumes 2 and 3), Typical Details (Volume 4), Plans (Volume 5), Addenda, and executed change orders prepared for construction of the Project.

The ENGINEER will consult with, advise the CITY, and act as its representative during construction, including on-site representation. CITY instructions to the Contractor will be issued through ENGINEER who will have authority to act on behalf of CITY to the extent provided in this Exhibit A, unless otherwise directed by the CITY in writing.

ENGINEER will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs associated with the work of the Contractor.

SECTION 100 PROJECT MANAGEMENT AND ADMINISTRATION

ENGINEER will provide project administration, monitor construction activities for conformance with the project's intent, and provide active engineering overview and support of CITY staff in responding to construction issues. ENGINEER will monitor and recommend resources to adequately support contractor's construction schedule, ENGINEER will keep CITY informed of the progress of the work, will endeavor to guard CITY against defects and deficiencies in such work and will disapprove or reject work failing to conform to the Contract Documents. Specific project management and administrative services will be as presented herein:

Task 101 - Project Management, Planning and Reporting

ENGINEER will plan, organize, staff, direct, manage, coordinate, and report work tasks of the Project team (Carollo Engineers and subconsultant personnel).

ENGINEER will prepare and submit monthly invoices to CITY.

Task 102 - Preconstruction Conference

The ENGINEER will schedule and conduct a Preconstruction Conference. At the conference, the ENGINEER will identify field services to be provided by the ENGINEER, and discuss appropriate coordination procedures. The ENGINEER will prepare an agenda for the meeting and will prepare and distribute the meeting minutes. The ENGINEER's Resident Project Representative (RPR) will conduct the meeting and will introduce the Project Team, review procedures for the processing of

Contractor's Submittals, Request for Information (RFIs), Potential Contract Modifications (PCMs), Change Order Proposals (COPs), overall Change Order policy, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, and other specification requirements.

Task 103 - Maintain Project Documents

The ENGINEER will maintain detailed project records and documentation during the construction phase. Project documents will be maintained using a Web Based Construction Document Management service as provided under Special Services Task 400.

The Project records will include correspondence, schedules, submittals, test data, project data, payments, change orders, meeting minutes, clarifications, mark-ups of drawings and specifications, control system documentation and other such documentation. Project records will be delivered to the CITY's representative upon completion of the construction contract. Records will be maintained under Section 300 at the RPR's field office.

Task 104 - Administer Contractor Progress Payments

The ENGINEER, will review applications for payment and the accompanying data and schedules, will determine the amounts owing to Contractor and will recommend payments to Contractor by the CITY.

For unit price work, the ENGINEER's recommendations for payment will be based on a determination of completed quantities of such work.

Task 105 - Substantial and Final Completion Inspection

The ENGINEER will, upon completion of the punch list items as notified by the Contractor, make final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to CITY and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the CITY whether the work is finally complete. Three inspection trips are anticipated for budgeting purposes, as follows: One trip at completion of Milestone 1 Work, one trip at completion of Milestone 2 Work, and one trip at final completion.

SECTION 200 OFFICE SERVICES DURING CONSTRUCTION

Task 201 - Prepare Conformed Documents

After award of the Construction Contract, ENGINEER will prepare Conformed Plans and Specifications, incorporating items added or modified by addendum during the bidding period. This work will be accomplished on the electronic files. The ENGINEER will provide the CITY with PDF files for Conformed Specifications, full-size Conformed Plans, and half-size Conformed Plans. The following is a list of the Conformed Documents that will be distributed. All listed hard copies will be printed and distributed by the CITY, including shipping cost.

CITY: Hard Copy Full Size Drawings: (3) sets; Hard Copy Half-Size Drawings: (5) sets; Hard Copy Specifications: (3) sets of 3-ring binders, (7) sets of screw post; Hard Copy Typical Details: (8) sets; Electronic Copy: PDF and (.dwg) file format for drawings.

ENGINEER: Hard Copy Full Size Drawings: (2) sets; Hard Copy Half-Size Drawings: (10) sets; Hard Copy Specifications: (7) sets of screw post, (3) sets of 3-ring binders; Hard Copy Typical Details: (10) sets; Electronic Copy: PDF and (.dwg) file format for drawings, PDF and Microsoft Word for specifications; Final Geotechnical Report: (1) hard copy and (1) electronic PDF copy.

Contractor: Hard Copy Full Size Drawings: (5) sets; Hard Copy Half-Size Drawings: (5) sets; Hard Copy Specifications: (3) sets of 3-ring binders, (7) sets of screw post; Hard Copy Typical Details: (10) sets; Electronic Copy: PDF and (.dwg) file format for drawings.

Task 202 - Submittal Review

The ENGINEER will manage, review, approve (or reject as necessary) and document / log contractor technical submittals and/or shop drawings for compliance with the Contract Documents. Submittals will be transmitted and processed electronically using the Project's web based Construction Document Management system. Review procedures will be as specified in the Contract Documents This review does not relieve the contractor from specification requirements. Up to 250 submittals are assumed for budgeting purposes. The ENGINEER will anticipate an average of 2 review cycles for each submittal. The ENGINEER will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and Contractor.

The ENGINEER will maintain a submittal log showing dates of submittal, dates of return and review action. Copies of the log will be furnished to the CITY and the Contractor monthly.

Task 203 - Issue Interpretations and Clarifications

The ENGINEER will interpret the technical content of drawings and specifications with respect to requests for clarification and/or deviation from them. Requests for interpretation or clarification (RFI) will be transmitted and processed electronically using the Project's web based Construction Document Management system. Up to 350 RFIs are assumed for budgeting purposes.

Design team members will provide overview in each discipline to confirm that the decisions made in design are incorporated in the responses to RFI generated during construction.

The ENGINEER will maintain a RFI log showing dates of RFI, dates of return and review action. Copies of the log will be furnished to the CITY and the Contractor monthly.

Task 204 - Minor Changes, Change Order Requests, and Change Orders

The ENGINEER will consult with and advise the CITY concerning change order requests and change orders. Up to 40 potential contract modifications (PCMs), and up to 8 change orders (COs) are assumed for budgeting purposes.

The ENGINEER may authorize or direct minor changes in the Work which are consistent with the intent of the Contract Documents and which do not involve a change in Project cost, time for

construction, Project scope, aesthetics, or approved design elements. Such minor changes will be implemented by written field order.

The ENGINEER will not have authority to direct or authorize changes in the work that involve a change in Project cost, time for construction, Project scope, aesthetics, or approved design elements without the CITY's prior written approval.

The ENGINEER will prepare and submit change order requests explaining the merits for the change and a recommendation for the CITY's approval and acceptance.

The ENGINEER will negotiate an agreement with the Contractor on behalf of the City as to scope of work and cost, time or both associated with the change in Work. The change order will include a written justification for the cost of the Work and will be given to CITY for final review and approval.

Task 205 - Technical Meetings

ENGINEER's design team will attend technical meetings, as needed, to discuss and assist in resolving issues and special technical concerns as they occur during construction. For budgeting purposes, up to 16 meetings are assumed. These meetings will be conducted via telephone conference calls whenever possible. Only up to eight full-day visits (of 2.5 persons on average) requiring travel are included in the budget.

Task 206 - Record Drawings

The ENGINEER's Resident Project Representative will review and coordinate the record drawings maintained by the Construction Contractor. After final completion, the ENGINEER will incorporate appropriate Contractor markups into the project CAD files. The record drawings will be available to the CITY within 60 days of receipt of all data in its entirety from the Contractor.

The ENGINEER will prepare one copy of the Record Drawings and one electronic copy to submit to the City.

SECTION 300 FIELD SERVICES DURING CONSTRUCTION

Task 301 - Provide Resident Project Representative

ENGINEER will provide the services of a Resident Project Representative (RPR) for up to 39 months, based on up to 42 work hours per week. The RPR will act as directed by ENGINEER, in order to assist ENGINEER in inspecting performance of the work of the Contractor. Through on-site inspections of the work in progress and field checks of materials and equipment by the Resident Project Representative, ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of the Contractor, but the furnishing of such resident project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the Contract Documents.

RPR, as ENGINEER's agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER. RPR's dealings in matters pertaining to the on-site work will in general be only with ENGINEER and Contractor, and dealings with subcontractors will only be through or

with the full knowledge of Contractor. Written communication between the Contractor and the CITY will be only through or as directed by ENGINEER, and when appropriate, may be through the RPR

301.1 Duties and Responsibilities of RPR

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with ENGINEER and scheduling professional concerning their acceptability.

Meetings: Conduct preconstruction conference and periodic construction progress meetings. Prepare and distribute minutes of such meetings.

Liaison: Serve as ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent and assist the superintendent in understanding the intent of the Construction Documents. Assist ENGINEER in serving as CITY's liaison with the Contractor, when the Contractor's operations affect the CITY's on-site operation. As directed by the ENGINEER, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Shop drawings and samples that are furnished by the Contractor will be received and reviewed as defined in Task 202. Advise ENGINEER and Contractor prior to the commencement of work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and ENGINEER as described in Task 203. Resident Project Representative will notify the CITY's representative of the ENGINEER's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to ENGINEER. Notify the CITY's representative of changes or alterations believed to be in the CITY's best interest. Provide the CITY's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change, and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, ENGINEER's clarifications and interpretations of the construction documents, progress reports, and other Project related documents.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to ENGINEER.

Record names, addresses, and telephone numbers of the Contractor's staff, subcontractors, and major suppliers of materials and equipment.

Maintain notes to be capable of cross-referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files that have been formatted to represent the specific construction area of the Project.

Reports: Each month, furnish ENGINEER and CITY the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include as a minimum:

1. Total Project cost to date
2. Total Project cost during the period
3. Planned versus actual progress
4. Actual and/or potential defaults or violations of the construction documents
5. Remedies to the above
6. Change order activity summary (Task 204)
7. Other Project issues

Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

Promptly notify the ENGINEER of accidents relating to the Project.

Contractor Pay Applications: Review applications for payment as described in Task 108 with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for review and forwarding to CITY prior to final acceptance of the work.

Start-up Assistance: Start-up services must be sufficient to transfer finished work from a construction status to operating, functional system(s). Such services may include review of contractor's start-up plan, prepare, and coordinate a start-up plan and procedures for City personnel use, supervise during start-up procedures, and assist City personnel during a period of initial operation, within the anticipated construction period.

Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work.

301.2 Limitations of Authority

Except upon written instructions, Resident Project Representative:

1. Will not authorize deviation from the Contract Documents or approve substitute materials or equipment.
2. Will not undertake the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
3. Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Construction Documents.
4. Will not advise on or issue directions as to safety precautions and programs in connection with the work.
5. Will not authorize CITY to occupy the Project in whole, or in part.

Task 302 - On Site Construction Inspector

Provide a full-time Construction Inspector for a period up to 33 months (based on up to 40 work hours per week), during construction and startup, to assist the RPR with his duties and responsibilities.

Task 303 - Administrative Assistance for the RPR

Provide a quarter-time Project Administrative Assistant for duration of construction and startup to assist the RPR with document and submittal processing and manage telephones. This Administrative Assistant will provide services from a remote location and will routinely travel to the project site as required by the RPR.

Task 304 - Discipline Inspections

304.1 Electrical Inspection

Electrical inspection services will be required at various stages of the project. ENGINEER will provide general electrical inspection in support of the RPR. The ENGINEER will support electrical

inspection activities and provide discipline inspection services up to the level of effort identified in the person-hour allocation, including the following:

1. Provide electrical inspection of the following:
 - a. Electrical materials and equipment
 - b. Installation methods and workmanship of duct banks and exposed conduit
 - c. Wire installation and terminations
 - d. Wire and conduit tagging
 - e. Witness contract required third party inspection
2. Inspection of duct bank wire pulls
3. Electrical support for start-up activities

304.2 Instrumentation and Control (I&C) Inspection

Instrumentation and Control (I&C) inspection services will be required at various stages of the project. The ENGINEER will support I&C inspection activities, and provide inspection services for interface with instrumentation, controls, and software checkout. Emphasis will be given to system startup and checkout. ENGINEER will provide discipline inspection as requested up to the level of effort identified in the person-hour allocation.

304.3 Specialized Structural Inspection

Specialized structural inspection will be required at critical stages of the work associated with Sludge Holding Tanks 6 and 7. ENGINEER will provide discipline inspection up to the level of effort identified in the person-hour allocation.

SECTION 400 SPECIAL SERVICES

Task 401 - Additional Design Services

This task covers design services for required additional project elements beyond the original Solids Handling Improvements Project Scope of Work, summarized as follows:

401.1 Revise Current Design of TWAS Pumps

Based on the City's recent experience with Vogelsang rotary lobe pumps for the existing thickened waste activated sludge (TWAS) application, and the City's research and phone survey of other installations, the original TWAS pump design will be revised from progressive cavity (Moyno) pumps to Vogelsang rotary lobe pumps.

401.2 Solids Handling Building Polymer Room Drain Rehabilitation

Three existing drains in the eastern part of the polymer room were recently found to be completely plugged, and require rehabilitation. Drains in the new aging tank area and eastern part of the new polymer solution pump area will be replaced during the Solids Handling Improvements Project. The single drain located in the neat polymer storage area will be plugged, as currently indicated in the design drawings. To limit the extent of concrete slab demolition and repair, the new drains should be routed to the existing manhole located near the southeast corner of the Solids Handling Building rather than to the existing drain system in the thickening/dewatering room.

401.3 Overflow Pipe from Sludge Holding Tanks 6 and 7 To Plant 3 Primary Influent Pipeline

A new pipeline connecting the two sludge holding tanks to a new manhole on the Plant 3 30-inch primary influent line will be added to provide the ability to direct supernatant from Sludge Holding Tank 6 and/or Sludge Holding Tank 7 to the Plant 3 primary clarifiers.

401.4 Solids Handling Building Roof Rehabilitation

The specifications and details for roofing products will be revised in accordance with new specifications and details provided by the CITY's Facility Management Department.

401.5 Headworks Odor Control As Bid Alternates

For budget considerations, a decision was made to remove the Headworks Odor Control Improvements from the "base bid" and instead include it as "Bid Alternate Item 2."

Task 402 - Material Testing

The ENGINEER will provide for material testing service as required by the Contract Documents.

The ENGINEER will provide the services of a professional construction materials inspection and testing laboratory that meets ASTM E 329 requirements. Inspection and testing will be coordinated with the construction schedule. Testing and inspection services will include placement inspection and testing of compacted select fill and backfill, ordinary backfill, paving base, pavement subgrade, and subgrade courses; asphaltic concrete pavement inspection and field density tests and concrete testing and inspection. Samples for testing will be collected from the construction site and delivered to the laboratory. The laboratory will provide a construction materials technician to perform the field construction materials inspection and field-testing services herein outlined.

ENGINEER will review laboratory reports and reports of inspection and testing activities describing the tests and inspections made and maintain files of this documentation to be turned over to the CITY. The laboratory will itemize changes in specifications or acceptance criteria authorized by the ENGINEER and report the actual condition of all items tested and inspected. The laboratory will report directly to the ENGINEER's Resident Project Representative and will receive direction with respect to work activities, duties, duration, reporting procedures, etc., from the ENGINEER's Resident Project Representative.

The ENGINEER's laboratory will inspect and test for the following:

1. Soils Testing: Select backfill, backfill and subgrade materials under and around structures, paved areas, pipe trenches, and duct bank/conduit, etc., for compaction to the appropriate percentage of the moisture-density specified for each material. Selection of areas to be tested will be made by the ENGINEER. Placement of select backfill will be periodically monitored by the technician for compliance with project materials quality specifications. Field moisture-density tests will be conducted by the technician at the frequency directed by the ENGINEER. In-place density tests and sampling will be conducted by the Technician on the compacted asphalt pavement at the frequency designated by the ENGINEER. Moisture-density relationships will be determined in accordance with the moisture-density specifications specified for this Project, utilizing the appropriate method for each material type. Optimum moisture and maximum density remolded swell and plasticity index testing as required for each sample submitted. Soil sieve analyses will be conducted prior to placement of select backfill, and embedment and granular fill materials.
2. Concrete Placements: The laboratory's technician will monitor the concrete materials, as delivered to the Project site, for compliance with the requirements of the Construction Contract Documents. These requirements include temperature, slump, air content, time of delivery and composition as delivered. The technician will report deviations from the Construction Document requirements to the ENGINEER's Resident Project Representative. ENGINEER's Representative will determine the acceptability of the products. The technician will prepare and deliver to the laboratory for testing the concrete test cylinders in accordance with the Construction Contract Documents and appropriate American Concrete Institute (ACI) Standards. Provide test cylinder control system in accordance with the Laboratory's standard control procedure.
3. Testing of Hot Mix Asphaltic Concrete: Bitumen extraction, aggregate gradation, bitumen content, laboratory density and stability test will be performed for paving operations.
4. Additional Testing: Services that may be required throughout the life of the construction period will be provided at the ENGINEER's request. Fees for these services will be invoiced through the ENGINEER to the CITY at the laboratory's standard unit rates in effect at the time these services are provided.

Written reports of testing results that identify the required data and identify conformance or non-conformance with the Construction Contract Document will be maintained by the ENGINEER and provided to the CITY at the completion of the Project. The ENGINEER will take appropriate action on such testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the ENGINEER deems appropriate. The ENGINEER will promptly reject Work that does not conform to and comply with testing requirements.

Task 403 - Confirmation Survey

The ENGINEER will provide for surveying services as specified in the Contract documents. This includes:

1. Verify the Contractor's understanding of the facility's existing horizontal and vertical controls used to locate and layout the Project.
2. Confirm field elevation of new and existing structures.

Task 404 - Web Based Project Document Management System

ENGINEER will provide a web-based Project Document Management System as provided by EADOC.

Task 405 - Operations Manual (EOM)

The ENGINEER will develop an Operations Manual for the Solids Handling Improvements. The content development process will be designed for compliance with TCEQ §217 requirements, and to meet CITY goals and objectives.

The manual will include the following:

- Background
- Theory
- Operating Strategies
- Equipment & Controls Description
- Standard & Emergency Operating Procedures
- Design Criteria
- Troubleshooting
- Safety
- Alarms
- Figures

The Manual will contain a process description in sufficient detail to describe the process to operators in a direct format.

The Manual will be submitted as a MS Word (native) file and also as a PDF file. No hard copies will be provided. CITY will print hard copies if needed.

Task 406 - Startup and Training

The Contract Documents require the Contractor to assume responsibility and to demonstrate the function of each process system and subsystem. ENGINEER will witness and verify the equipment performs as specified and the Contractor has provided equipment that operates in accordance with the specifications.

After Contractor's testing is completed, ENGINEER will assist CITY operations staff in system startup and system performance testing.

Task 407 - Warranty Phase Services

Warranty Phase Services are not included in this Scope of Work or budget, but can be added later if requested by the CITY.

CONSTRUCTION PERIOD

The Scope of Work presented herein covers work-related tasks that will be required for a construction period of 39 months (1,186 days). Should the construction period exceed the allotted time, an Amendment to this Contract may be required to extend the Field Services through completion of construction. CITY and ENGINEER agree to review the Contractors progress on a quarterly basis to determine ENGINEER staffing needs required to complete the project and make adjustments to the budget as needed.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of \$4,099,890 to complete all services under this EXHIBIT A. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in EXHIBIT A, based on ENGINEER's Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 5 percent handling fee. The budget for each Task is presented in EXHIBIT B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract, which will be negotiated at that time. The level of construction services provided by the ENGINEER is highly dependent on the Contractor. Consequently, the CITY and ENGINEER agree to review the job progress at the midpoint period and at the 75 percent complete point to determine the effort required to complete job tasks and make appropriate adjustments to the budget as needed.

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EXHIBIT B
ESTIMATED LABOR HOURS AND FEES FOR SERVICES DURING CONSTRUCTION
OF THE LUBBOCK SOLIDS HANDLING IMPROVEMENTS PROJECT

2/24/2014

	No. of Trips, RFIs, Submittals, Sheets, etc	Project Manager	Lead Project Professional	Project Professional Engineer	Professional Engineer	Assistant Professional Engineer	Project Representative (RPR)	Project Construction Inspector	Sr Technician	Technician	Admin. (Document Processing/ Clerical)	Field Admin	TOTAL LABOR (HOURS)	TOTAL CAROLLO LABOR (\$)	PaveTex Engineering and Testing, Inc.	Hugo Reed & Associates	EADOC	Total Sub with Markup	Meals/Lodging/Rental Car	Travel (Airfare)	Other Direct Cost	TOTAL DIRECT COSTS	TOTAL PROJECT COSTS	
Section 100 - Project Management and Administration																								
101	Project Management, Planning and Reporting	39	156	156							60		372	\$85,700				\$0				\$0	\$85,700	
102	Preconstruction Conference	1	10	20	10		10						50	\$10,940				\$0	\$710	\$2,000		\$2,710	\$13,650	
103	Maintain Project Documents	39				312					312		624	\$83,190				\$0				\$0	\$83,190	
104	Administer Contractor Progress Payments	39	58	58							58		175	\$35,990				\$0				\$0	\$35,990	
105	Substantial and Final Completion Inspection	3	30	60	30	30					10		160	\$36,250				\$0	\$2,610	\$7,500		\$10,110	\$46,360	
	Subtotal - Section 100		254	294	30	40	312	10	0	0	440	0	1,381	\$252,070	\$0	\$0	\$0	\$0	\$3,320	\$9,500	\$0	\$12,820	\$264,890	
Section 200 - Office Services During Construction																								
201	Prepare Conformed Documents	280				45			140	140			325	\$48,690				\$0				\$0	\$48,690	
202	Submittal Review (250 submittal reviews, based on 2 review cycles on average)	250		600	300	600	300		150	150	600		2,700	\$488,150				\$0				\$0	\$488,150	
203	Issue Interpretations and Clarifications (350 RFIs)	350		350	350	470	470		88	88	175		1,990	\$376,040				\$0				\$0	\$376,040	
204	Minor Changes, Change Order Requests, and Change Orders (40 PCMs, 8 COs)		56	96	96	192	192		72	72	56		832	\$155,660				\$0				\$0	\$155,660	
205	Technical Meetings (16 Meetings)	16	32	112	112	112							368	\$82,930				\$0	\$5,190	\$16,000		\$21,190	\$104,120	
206	Record Drawings	280		70	70	70	70		140	140			560	\$99,230				\$0			\$1,120	\$1,120	\$100,350	
	Subtotal - Section 200		88	1,228	928	1,444	1,077	0	0	590	590	831	0	6,775	\$1,250,700	\$0	\$0	\$0	\$0	\$5,190	\$16,000	\$1,120	\$22,310	\$1,273,010
Section 300 - Field Services During Construction																								
301	Provide Resident Project Representative (42 hrs/wk, 4.33 wks/mo, 39 mos)	182					7,090						7,090	\$1,028,050				\$0			\$85,780	\$85,780	\$1,113,830	
302	Provide Inspector (40 hrs/wk, 33 mos)	173						5,710					5,710	\$571,000				\$0				\$0	\$571,000	
303	Administrative Assistance for RPR (10 hrs/wk, 4.33 wks/mo, 39 mos)	43										1,690	1,690	\$157,010				\$0	\$5,070	\$19,500		\$24,570	\$181,580	
304	Discipline Inspections (10 trips)	10		80	160	80							320	\$71,090				\$0	\$4,870	\$15,000		\$19,870	\$90,960	
	Subtotal - Section 300		0	80	160	80	0	7,090	5,710	0	0	1,690	14,810	\$1,827,150	\$0	\$0	\$0	\$0	\$9,940	\$34,500	\$85,780	\$130,220	\$1,957,370	
	SUBTOTAL (SECTIONS 100, 200, & 300)		342	1,602	1,118	1,564	1,389	7,100	5,710	590	590	1,271	1,690	22,966	\$3,329,920	\$0	\$0	\$0	\$0	\$18,450	\$60,000	\$86,900	\$165,350	\$3,495,270
Section 400 - Special Services																								
401	Additional Design Services (Design Amendment No. 2)		19	100		21	18		67		7		231	\$43,950				\$0				\$0	\$43,950	
402	Material Testing (Soils, Concrete, Hot Mix Asphaltic Concrete, and Additional Testing)			40	40	40							120	\$26,580	\$60,000			\$63,000				\$0	\$89,580	
403	Confirmation Survey		8				16						24	\$4,680		\$4,000		\$4,200				\$0	\$8,880	
404	Web Based Project Document Management System (39 months)	39				156					156		312	\$47,560			\$34,675	\$36,410				\$0	\$83,970	
405	Operations Manual	1	50	400	100	100	400		100	50	100		1,300	\$250,540				\$0				\$0	\$250,540	
406	Startup and Training (4 Trips, 3 people per trip, one week each trip)	4	80	160	120	120							480	\$110,700				\$0	\$11,000	\$6,000		\$17,000	\$127,700	
	Subtotal - Section 400		157	700	260	437	434	0	0	167	50	263	0	2,467	\$484,010	\$60,000	\$4,000	\$34,675	\$103,610	\$11,000	\$6,000	\$0	\$17,000	\$604,620
	TOTAL (ALL SECTIONS INCLUDING SPECIAL SERVICES)		499	2,302	1,378	2,001	1,823	7,100	5,710	756	640	1,534	1,690	25,433	\$3,813,930	\$60,000	\$4,000	\$34,675	\$103,610	\$29,450	\$66,000	\$86,900	\$182,350	\$4,099,890

EXHIBIT C

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**City of Lubbock
Southeast Water Reclamation Plant
Solids Handling Improvements Project**

	<u>Hourly Rate</u>
Engineers/Scientists	
Engineer-in-Training (EIT)	\$137.00
Assistant Professional	\$160.00
Professional	\$198.00
Project Professional	\$224.00
Lead Project Professional	\$243.00
Senior Professional	\$266.00
Principal	\$266.00
Field Staff	
Resident Project Representative	\$145.00
Inspector	\$100.00
Field Administrative Assistant	\$93.00
Technicians	
Technicians	\$124.00
Senior Technicians	\$173.00
Support Staff	
Document Processing / Clerical	\$107.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage	\$0.56/mile
Subconsultant	cost + 5%
Other Direct Cost	cost + 10%

Fee schedule to remain in effect for duration of contract or 1,389 days after Notice to Proceed

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92249
 Capital Project Name: SEWRP Solids Handling Facility Improvements

	Budget
<i>Encumbered/Expended</i>	
Bid Cost	\$ 332
City of Lubbock Staff Time	34,536
Carollo Engineers PC Contract 10544 for Design	3,199,860
Cleanserve, Inc.for solids building drainage inspection	2,925
Carollo Engineers Amendment 1 Contract 10544	99,994
Archer Western, LLC. Construction Contract	33,556,000
<i>Agenda Item March 27, 2014</i>	
Carollo Engineers RPR Services Contract	4,099,890
Wunderlich Malec RTU and SCADA Programming	481,062
<i>Encumbered/Expended To Date</i>	41,474,599
<i>Estimated Costs for Remaining Appropriation</i>	
SEWRP Improvements	3,525,401
<i>Remaining Appropriation</i>	3,525,401
Total Appropriation	\$ 45,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Water Planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to utilize the City’s effluent as a valuable water resource asset. The project improves the wastewater treatment facilities so that the plant can produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project Justification

The project includes design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in four phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent which will be discharged into the North Fork of the Double Mountain fork of the Brazos River for potential reuse.

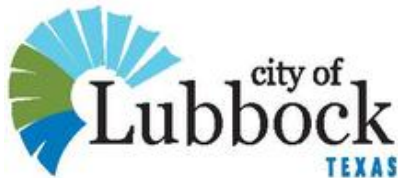
The project is associated with Phase III for the improvements to the Solids Handling portion of the plant improvements.

Project History

\$2.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$40.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	1,500,000	40,000,000	5,000,000	0	0	0	0	46,500,000
Design and Engineering	3,500,000	0	0	0	0	0	0	3,500,000
Total Project Appropriation	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2011 Wastewater Revenue CO's	2,500,000	0	0	0	0	0	0	2,500,000
FY 2012 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2014 Wastewater Revenue CO's	0	40,000,000	0	0	0	0	0	40,000,000
FY 2015 Wastewater Revenue CO's	0	0	5,000,000	0	0	0	0	5,000,000
Total Funding Sources	5,000,000	40,000,000	5,000,000	0	0	0	0	50,000,000



Regular City Council Meeting

5.7.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Water Treatment: Consider a resolution authorizing the Mayor to execute contract 11707 with Summit Chemical Specialty Products for coagulant for the South Water Treatment Plant (SWTP), RFP 14-11707-TS.

Item Summary

The SWTP uses an aluminum chlorohydrate as a coagulant in the water treatment process. This coagulant is injected into the water near the start of the treatment process and aids in turbidity removal. This specialized product is extremely important to ensure compliance with the TCEQ Rules & Regulations, and ensuring safe water is being produced and delivered. Approximately 163 tons of aluminum chlorohydrate is used annually by the SWTP.

An evaluation committee reviewed the proposals based on the following criteria: 50% Product Performance; 20% Record of performance based on previous work with the City and/or other client references; 10% Substantial successful experience in completing similar projects; 10% Technical Support; 10% Cost.

Five proposals were received and ranked as follows:

Companies	Points
Summit Chemical Specialty Products of Flemington, NJ	450
Brenntag Southwest, Inc. of Houston, TX	370
Geo Specialty Chemicals, Inc. of Little Rock, AR	310
General Chemical Performance Products, LLC of Parsippany, NJ	300
Gulbrandsen Technologies, Inc. of Clinton, NJ	230

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

The committee recommends the contract to be awarded to Summitt Chemical Specialty Products of Flemington, NJ for \$262,104. This contract will be for a period of three years.

Fiscal Impact

\$596,346 was appropriated in FY 2013 budget cost center 6349.8111 with 517,299.12 remaining for the purchase of this chemical.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Summit Chemical

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. 11707 for coagulant for the South Water Treatment Plant, by and between the City of Lubbock and Summit Chemical Specialty Products, of Flemington, New Jersey, 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, Assistant City Attorney

vw:ccdocs/RES.Contract-Summit Chemical
February 27, 2014

City of Lubbock, TX
Coagulant for South Water Treatment Plant
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 27th day of March, 2014, ("Effective Date") by and between Summit Chemical Specialty Products, (the Consultant), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11707-TS, Coagulant for South Water Treatment Plant.

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 Coagulant for South Water Treatment Plant, 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 Price Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Consultant 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

ATTEST:

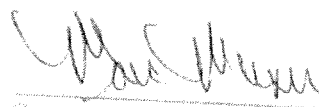
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Bruce Blalack,
Water Superintendent

APPROVED AS TO FORM:


Chad Weaver,
Assistant City Attorney

Contractor:


Contractor's Signature



Printed Name



Title

REVISED
II. GENERAL REQUIREMENTS

1 INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide coagulant for south water treatment plant.
- b) Offerors 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 SCOPE OF WORK

It is the intent of these specifications to describe products to be used as a coagulant at the City of Lubbock South Water Treatment Plant.

2.1 PRODUCT SPECIFICATION

The City of Lubbock owns and operates a membrane filtration plant, only Polyaluminum Chloride (PACL) or Aluminum Chlorohydrate (ACH) will be considered. No product containing polymer will be considered due to membrane fouling. The coagulant purchased for use at the City of Lubbock South Water Treatment Plant shall strictly adhere to AWWA Standard B408-10 for Liquid Polyaluminum Chloride and AWWA Standard B403-09 for Liquid Aluminum Sulfate or latest revisions thereof. The coagulant blend must have NSF/ANSI Certification for use in potable water treatment plants. Proposer shall submit a certificate of analysis which will include the specific gravity and pH. The material safety data sheets (MSDS) for the product shall also be submitted with the proposal. If the successful proposer is not the manufacturer of the coagulant proposal, proposer must provide a copy of a legal contract between the proposer and the coagulant manufacturer that will be used to produce the blend. In any event, all products used must have NSF/ANSI certification for use in drinking water treatment plants. The same coagulant manufacturer must be used throughout the term of the contract. **Throughout the term of the contract, the successful proposer may not change the formulation of the coagulant in any way without the express written consent of the Water Operations Manager. No exceptions, an unauthorized change in the formulation of the product will result in contract termination.**

2.2 PRODUCT PERFORMANCE

If product being proposed has not been previously tested for performance at the City of Lubbock South Water Treatment Plant, the proposer may be required by the City to visit the site and perform testing using standard jar testing methods. The test results must include settled water and final water turbidities, pH and temperature. A sample of the product being tested will be left at the facility for additional jar testing by Operations personnel. At the Cities' discretion full plant testing will be required based on results of previous tests; the City will pay for a full delivery (approximately 48,000 lbs.) at the price submitted in the proposal document to conduct full plant testing. Water Treatment Operations personnel will evaluate product performance based on settled water quality, pH, filter effluent turbidities, and cost effectiveness. Proposers must submit a list with a minimum of three

potable water treatment plants with phone numbers and contact persons that are currently using the product. References will be thoroughly checked and will figure prominently into the selection of a successful proposer.

2.3 PRODUCT QUALITY PER LOAD

Upon delivery of each load of product, the transport driver must present a certificate of analysis containing specific gravity and pH. Plant operations staff will also perform specific gravity and pH analyses on the product in the presence of the transport driver. A delivered product that exhibits any unusual color or appearance compared to previous acceptable deliveries will be refused, as will deliveries containing any form of foreign material. If the product meets the required minimum standards, the product may then be off loaded into the storage tanks. If desired, the vendor may provide their own hydrometer and perform an additional specific gravity analysis in the presence of the plant operations staff. In the event the product does not meet the required minimum standards, the load will be refused and the vendor must provide another acceptable load within forty eight (48) hours. No additional freight or shipping charges shall be assessed by vendor.

2.4 TECHNICAL SUPPORT

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. Acceptable technical support will include routine site visits at least every three months to perform jar testing and consulting with operations staff on any questions or problems with the product. A telephone response time of one business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five business days to respond and arrive on-site. If at any time during the duration of the contract a significant change in the source water is experienced vendor will have five business days to respond and arrive on-site to test and evaluate current process and recommend changes in the product if needed. All technical support will be at no cost to the owner.

2.5 ACCEPTANCE

Product performance will be required to meet optimum quality results for settled and effluent water. The evaluation of proposals will include a set of water quality parameters that must be met through the above outlined testing procedures. The proposal will be awarded based on water quality and overall visual plant performance, cost effectiveness, and reference checks.

2.6 QUANTITIES AND PRICING

The anticipated annual consumption coagulant use is 163 tons more or less. Prices quoted for product shall be FOB City of Lubbock South Water Plant, 5114 East FM 1585, Lubbock, Texas. Pricing shall be firm for a period of three years with price being evaluated and adjusted annually from the start of the contract. Written consent from both parties is required for all price adjustments. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

2.7 DELIVERY / SECURITY

Successful vendor shall be required to deliver the product to the City of Lubbock South Water Treatment Plant in bulk tank truck within five days after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. No exceptions will be made unless prior approval is agreed upon with the water treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of product, before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All shipments shall be sealed and the seal will be broken only in the presence of the plant representative.

2.8 SUPPLEMENTAL ADDITIVE SPECIFICATION

The buyer requests the option of having copper sulfate, containing at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$, added to the coagulant. The copper sulfate must have NSF Certification for use in potable water treatment plants. The copper sulfate would be added per load at the buyer's request to control algae growth. Algae growth occurs when the water reaches a temperature of 72°F. The yearly average of this temperature is between the middle of April to the end of September. The amount of additive will be based on the coagulant feed rate at the time the load was ordered and would be determined by the operations staff, a 1.0% copper sulfate additive is to be expected.

3 EVALUATION CRITERIA

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

- a) Product Performance. (50%)
- b) Record of performance based on previous work with the City and/or other client references. (20%)
- c) Substantial successful experience in completing similar projects. (10%)
- d) Technical Support. (10%)
- e) Cost. (10%)

4 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Proposer'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.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

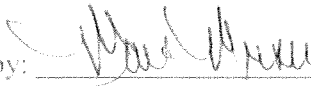
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
 - i) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
 - ii) 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.
 - iii) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

City of Lubbock, TX
Purchasing & Contract Management
RFP 14-11707-TS Coagulant for South Water Treatment Plant

Proposal Price Sheet

Proposer's Name: SUMMIT CHEMICAL SPECIALTY PRODUCTS

1. 163 Tons of Coagulant (More or Less): \$ 536.00 (per ton)
Actual usage may vary.

Prepared by:  Marc Muser

Title: SALES DIRECTOR

Date: 1/21/14

**City of Lubbock, TX
Coagulant for South Water Treatment Plant
RFP 14-11707-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):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation	Statutory
OR	
Employers Liability	\$500,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. General Aggregate	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
b. Products-Comp/Op AGG	
c. Personal & Adv. Injury	
d. Contractual Liability	
3. Comprehensive Automobile Liability insurance, including	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
Coverage for loading and unloading hazards, for:	
a. Any Auto	

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. 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.

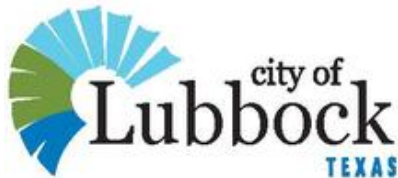
NOTICES

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

5. 8.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Water Treatment: Consider a resolution authorizing the Mayor to execute contract 11766 with Airgas Specialty Products, Inc. for anhydrous ammonia, ITB 14-11766-TS.

Item Summary

Anhydrous ammonia is a chemical used daily at the City's North Water Treatment Plant and the Bailey County Pump Station for water disinfection. The annual consumption of anhydrous ammonia will be 41 tons more or less at the Lubbock Water Treatment Plant, located at 6001 N. Guava Ave., Lubbock, TX , and 11 tons more or less at the Bailey County Pump Station located at 2380 East US Highway 84, Muleshoe, TX.

The contract is awarded by the unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract shall be for a term of one year with the option of two one-year extensions.

Staff recommends contract award to the sole bidder, Airgas Specialty Products, Inc. of Lawrenceville, GA. for \$59,904 per year.

Fiscal Impact

\$592,247.00 was appropriated in FY 2013/2014 budget cost center 6345.8111 with \$426,690.57 remaining and \$46,600.40 was appropriated in FY 2013/2014 budget cost center 6347.8111 with 31,255.79 remaining for purchase of this chemical.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Airgas

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. 11766 for anhydrous ammonia, by and between the City of Lubbock and Airgas Specialty Products, Inc., of Lawrenceville, 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:

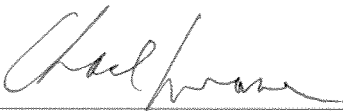
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Airgas
February 27, 2014

**City of Lubbock, TX
Contract for Services
Anhydrous Ammonia**

THIS CONTRACT made and entered into this 27th day of March, 2014, by and between the City of Lubbock ("City"), and Airgas Specialty Products, Inc., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for anhydrous ammonia 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 anhydrous ammonia.

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, anhydrous ammonia and more specifically referred to as Item One 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 bid form and specifications contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The

policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	1,000,000
Commercial General Liability	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Pollution	1,000,000
Automotive Liability	1,000,000
Any Auto	
Employers' Liability	
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. 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 nonappropriation 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.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11766-TS, 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:

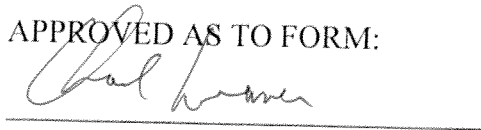
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bruce Blalack,
Water Superintendent

APPROVED AS TO FORM:



Chad Weaver,
Assistant City Attorney

CONTRACTOR

BY 
Authorized Representative

Martin J. Wehner
Print Name

250 Sever Rd. Ste 300
Address

Lawrenceville, GA 30043
City, State, Zip Code

City of Lubbock, TX
ITB 14-11766-TS
Anhydrous Ammonia

1. DESCRIPTION

- 1.1 Anhydrous ammonia is a colorless, liquefied gas that is corrosive and has an irritating odor. Ammonia gas is capable of forming explosive mixtures with air. It is available at a commercial strength of 99.5% NH₃.

2. PURITY REQUIREMENTS

- 2.1 Anhydrous ammonia for use in water treatment shall be of purity no less than 99.5% NH₃. Ammonia purchased for use at the City of Lubbock Water Treatment Plant shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects upon the health of those consuming the water, or that would otherwise render it unfit for public consumption.
- 2.2 Bidders must furnish an affidavit attesting to compliance with this standard along with a certified analysis of the anhydrous ammonia.

3. REGULATORY REQUIREMENTS

- 3.1 Effective January 1, 1993, all chemicals and any additional or replacement process media used in treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives.
- 3.2 Conformance with these standards must be obtained by certification of the product by an organization accredited by ANSI. The successful bidder must provide proof of this certification to the City of Lubbock Water Treatment Department with their bid.

4. QUANTITY

- 4.1 Anticipated annual consumption of anhydrous ammonia will be 41 tons more or less at the Lubbock Water Treatment Plant, located at 6001 N. Guava Ave, Lubbock, TX and 11 tons more or less at the Bailey County Pump Station located at 2380 East US Highway 84, Muleshoe, TX.

5. DELIVERY

- 5.1 Ammonia delivered by tank truck shall be unloaded by the driver into a storage tank under the direction of operations personnel. The transporter is required to furnish official certified, dated, stamped, weight tickets with each load of chemical, before and after unloading. Handwritten tickets or numbers are prohibited. Delivery day and time will be specified at each ordering time.
- 5.2 All delivery people will display photo security ID upon arrival at the site. All delivery people will be identified by the company before arrival at the site, preferably at the time an order is placed. Upon arrival at the Water Treatment Plant delivery people will check in at the main building before going to the unloading site. Normal delivery will be during

regular business hours. All loads will be sealed and the seal will be broken in the presence of the plant representative.

6. PRICING

- 6.1 The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval.
- 6.2 Prices quoted shall be for bulk delivery FOB City of Lubbock Water Treatment Plant and FOB Bailey County Pump Station.
- 6.3 Listed quantities are estimates only for pricing purposes. Actual usage may vary.

BID FORM
Anhydrous Ammonia
City of Lubbock, TX
ITB 14-11766-TS

In compliance with the **Invitation to Bid 14-11766-TS**, 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 **14-11766-TS** 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.	52	Tons	Anhydrous Ammonia, As specified herein	\$ 1152 ⁰⁰	\$ 59,904 ⁰⁰	2

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

**Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net ~~30~~ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School

District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES _____ 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 Airgas Specialty Products a corporation organized under the laws of the State of Delaware, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Airgas Specialty Products, Inc.
 Address: 2530 Sever Rd, Ste 300
 City: Laurenceville State: GA Zip: 30043

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	Other (Specify)

By Martin J. Wenner Date: 2/24/14
Authorized Representative - must sign by hand

Officer Name and Title: Martin J. Wenner President
Please Print

Business Telephone Number 800-245-2225 FAX: 678-985-7331

E-mail Address: Stephen.Tollis@airgas.com

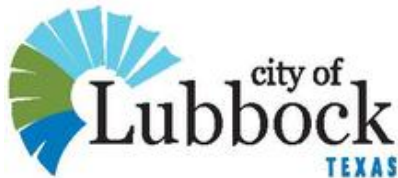
FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock TX
Water Treatment and Production
Bid Tabulation
March 27, 2014

ITB 14-11766-TS
Anhydrous Ammonia

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	52	TN	Anhydrous Ammonia Airgas Specialty Products, Inc.	Lawrenceville, GA	\$ 1,152.00	\$ 59,904.00



Regular City Council Meeting

5. 9.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11709 with Utility Contractors of America, Inc., for the construction of the South Lubbock Sanitary Sewer Extension Phase 1-Bid Package B, RFP 14-11709-TF .

Item Summary

The 2009 Wastewater Master Plan identified that population growth in south and southwest Lubbock has resulted in the need for additional wastewater conveyance capacity from 98th Street and Avenue P to the Southeast Water Reclamation Plant (SEWRP). A combination of a deteriorating sewer lift station in south Lubbock and projected population growth in the watershed has resulted in the need for additional conveyance. The purpose of the South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project is to address these concerns by the construction of a new gravity sanitary sewer interceptor that will convey flow from the intersection of 98th Street and Avenue P to the SEWRP and allow for the abandonment of a temporary lift station.

Five proposals were received from the following contractors:

Company	Amount
Utility Contractors of America, Inc. of Lubbock, TX	\$ 20,293,160
Condie Construction Co., Inc. of Springville, UT	20,950,000
Garney Companies, Inc. of Kansas City, MO	23,331,037
Texas Sterling Construction Co. of Houston, TX	25,975,118
S. J. Louis Construction of Texas, Ltd. of Mansfield, TX	26,521,485

The City Engineer appointed an evaluation committee consisting of City Engineering staff and representatives from the design firm Kimley-Horn and Associates, Inc. Each proposal was evaluated based on Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (8%), and Pre-Bid Meeting Attendance (2%). The following weighted scores were developed for each proposal on a 0-100 scale:

Company	Points
Utility Contractors of America, Inc. of Lubbock, TX	97.60
Garney Companies, Inc. of Kansas City, MO	90.29
Condie Construction Co., Inc. of Springville, UT	86.77
Texas Sterling Construction Co. of Houston, TX	80.54
S. J. Louis Construction of Texas, Ltd. of Mansfield, TX	72.66

The evaluation committee recommends bid award to the highest ranked proposal and lowest bidder, Utility Contractors of America, Inc. of Lubbock, TX, for the contract amount of \$20,293,160. The contract is awarded by the unit price. The total amount of the award is estimated based on the expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Per Item 13 of the General Instructions to Offerors, the construction covered by the contract documents shall be divided into two periods. Period 1 shall consist of all work except from STA. 330+60 to STA. 351+79.91 and be completed within 300 consecutive calendar days from the date specified in the notice to proceed issued by the City of Lubbock. Period 2 shall consist of the work from STA. 330+60 to STA. 351+79.91 and be completed within 60 consecutive calendar days from the date specified in the Period 1 notice to proceed issued by the City of Lubbock.

Liquidated damages are in the sum of \$2,000 for each consecutive calendar day in excess of the time set forth for the completion of this project.

Fiscal Impact

\$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sewer System Expansion, with \$20,293,160 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Bid Form - UCA

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. 11709 for South Lubbock Sanitary Sewer Extension Phase 1-Bid Package B, by and between the City of Lubbock and Utility Contractors of America, 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:

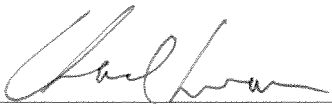
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-Utility Contractors
March 4, 2014

REVISED (ADDENDUM 2)

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: February 28, 2014

PROJECT NUMBER: RFP 14-11709-TF – South Lubbock Sanitary Sewer Extension Phase 1 – Bid Package B

Proposal of Utility Contractors of America, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a South Lubbock Sanitary Sewer Extension Phase 1 – Bid Package B having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
1.	MOBILIZATION	1	LS	\$979,770 ⁰⁰	\$ 979,770 ⁰⁰
2.	OPERATIONAL AND BYPASS PUMPING PLAN	1	LS	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
3.	24-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (6-8 FT DEPTH)	57	LF	\$ 165 ⁰⁰	\$ 9,405 ⁰⁰
4.	30-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (0-6 FT DEPTH)	70	LF	\$ 295 ⁰⁰	\$ 20,650 ⁰⁰
5.	30-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (12-14 FT DEPTH)	33	LF	\$ 175 ⁰⁰	\$ 5,775 ⁰⁰
6.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (12-14 FT DEPTH)	782	LF	\$ 235 ⁰⁰	\$ 183,770 ⁰⁰
7.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (14-16 FT DEPTH)	2,192	LF	\$ 245 ⁰⁰	\$ 537,040 ⁰⁰
8.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (16-18 FT DEPTH)	2,541	LF	\$ 255 ⁰⁰	\$ 647,955 ⁰⁰
9.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (18-20 FT DEPTH)	3,164	LF	\$ 265 ⁰⁰	\$ 838,460 ⁰⁰
10.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (20-22 FT DEPTH)	4,081	LF	\$ 275 ⁰⁰	\$ 1,122,275 ⁰⁰
11.	48-INCH FIBERGLASS SEWER PIPE (SN 46) BY OPEN CUT (22-24 FT DEPTH)	3,683	LF	\$ 285 ⁰⁰	\$ 1,049,655 ⁰⁰

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Initial for Addendum 2

REVISED (ADDENDUM 2)

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
12.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (18-20 FT DEPTH)	301	LF	\$ 295 ⁰⁰	\$ 88,795 ⁰⁰
13.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (20-22 FT DEPTH)	102	LF	\$ 305 ⁰⁰	\$ 31,110 ⁰⁰
14.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (22-24 FT DEPTH)	1,181	LF	\$ 315 ⁰⁰	\$ 372,015 ⁰⁰
15.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (24-26 FT DEPTH)	3,816	LF	\$ 325 ⁰⁰	\$ 1,240,200 ⁰⁰
16.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (26-28 FT DEPTH)	2,264	LF	\$ 335 ⁰⁰	\$ 758,440 ⁰⁰
17.	48-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (28-30 FT DEPTH)	561	LF	\$ 350 ⁰⁰	\$ 196,350 ⁰⁰
18.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (28-30 FT DEPTH)	150	LF	\$ 440 ⁰⁰	\$ 66,000 ⁰⁰
19.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (30-32 FT DEPTH)	797	LF	\$ 450 ⁰⁰	\$ 358,650 ⁰⁰
20.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (32-34 FT DEPTH)	1,448	LF	\$ 460 ⁰⁰	\$ 666,080 ⁰⁰
21.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (34-36 FT DEPTH)	681	LF	\$ 470 ⁰⁰	\$ 320,070 ⁰⁰
22.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (36-38 FT DEPTH)	1,124	LF	\$ 480 ⁰⁰	\$ 539,520 ⁰⁰
23.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (38-40 FT DEPTH)	3,443	LF	\$ 500 ⁰⁰	\$ 1,721,500 ⁰⁰
24.	54-INCH FIBERGLASS SEWER PIPE (SN 72) BY OPEN CUT (40-42 FT DEPTH)	624	LF	\$ 520 ⁰⁰	\$ 324,480 ⁰⁰
25.	30-INCH FIBERGLASS SEWER PIPE (SN 46) AND 42-INCH STEEL CASING PIPE OR TUNNEL LINER PLATE BY OTHER THAN OPEN CUT	165	LF	\$ 725 ⁰⁰	\$ 119,625 ⁰⁰
26.	48-INCH FIBERGLASS SEWER PIPE (SN 46) AND 66-INCH STEEL CASING PIPE OR TUNNEL LINER PLATE BY OTHER THAN OPEN CUT	1,720	LF	\$ 1,200 ⁰⁰	\$ 2,064,000 ⁰⁰
27.	54-INCH FIBERGLASS SEWER PIPE (SN 72) AND 72-INCH STEEL CASING PIPE OR TUNNEL LINER PLATE BY OTHER THAN OPEN CUT	505	LF	\$ 1,438 ⁰⁰	\$ 726,190 ⁰⁰
28.	FIBERGLASS TEE BASE WITH 5-FT DIA. MANHOLE	49	EA	\$ 18,000 ⁰⁰	\$ 882,000 ⁰⁰
29.	FIBERGLASS TEE BASE WITH 5-FT DIA. MANHOLE - STA. 87+92.00	1	LS	\$ 23,000 ⁰⁰	\$ 23,000 ⁰⁰
30.	10-FOOT DIAMETER SANITARY SEWER MANHOLE	1	EA	\$ 130,000 ⁰⁰	\$ 130,000 ⁰⁰

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Initial for Addendum 2

REVISED (ADDENDUM 2)

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
31.	VORTEX FLOW INSERT - LINE A STA. 20+89.15	1	LS	\$100,000 ⁰⁰	\$100,000 ⁰⁰
32.	5-FT DIA FIBERGLASS DROP MANHOLE	1	EA	\$23,000 ⁰⁰	\$23,000 ⁰⁰
33.	CONNECT EXISTING SANITARY SEWER PIPE (ALL SIZES) TO PROPOSED MANHOLE	1	EA	\$1,500 ⁰⁰	\$1,500 ⁰⁰
34.	CONNECT PROPOSED PIPE TO EXISTING MANHOLE	1	EA	\$1,500 ⁰⁰	\$1,500 ⁰⁰
35.	POLYMER CONCRETE JUNCTION STRUCTURE - LINE B STA. 0+56.81	1	LS	\$55,000 ⁰⁰	\$55,000 ⁰⁰
36.	POLYMER CONCRETE JUNCTION STRUCTURE - LINE C STA. 1+97.78	1	LS	\$101,000 ⁰⁰	\$101,000 ⁰⁰
37.	ABANDON EXISTING SANITARY SEWER MAIN	1	EA	\$3,300 ⁰⁰	\$3,300 ⁰⁰
38.	CONCRETE ENCASEMENT	10	LF	\$800 ⁰⁰	\$8,000 ⁰⁰
39.	VACUUM TESTING OF SANITARY SEWER MANHOLES	50	EA	\$100 ⁰⁰	\$5,000 ⁰⁰
40.	POST CONSTRUCTION CLEANING AND TV INSPECTION	35,485	LF	\$1 ²⁵	\$44,356 ²⁵
41.	TRENCH SAFETY SYSTEM	33,095	LF	\$4 ⁰⁰	\$132,380 ⁰⁰
42.	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION PREVENTION PLAN CONTROL	1	LS	\$40,000 ⁰⁰	\$40,000 ⁰⁰
43.	FLOW METERS	7	EA	\$39,000 ⁰⁰	\$273,000 ⁰⁰
44.	6" C-900 DR-18 PVC WATER PIPE	561	LF	\$65 ⁰⁰	\$36,465 ⁰⁰
45.	CONNECT TO EXISTING ASBESTOS CEMENT PIPE	1	EA	\$1,500 ⁰⁰	\$1,500 ⁰⁰
46.	ASBESTOS CEMENT PIPE REMOVAL	500	LF	\$30 ⁰⁰	\$15,000 ⁰⁰
47.	27" X 6" TAPPING SLEEVE AND 6" VALVE	1	EA	\$4,800 ⁰⁰	\$4,800 ⁰⁰
48.	DUCTILE IRON WATER FITTINGS	0.2	TON	\$8,500 ⁰⁰	\$1,700 ⁰⁰
49.	UNCLASSIFIED EXCAVATION	203	CY	\$7 ⁰⁰	\$1,421 ⁰⁰
50.	UNCLASSIFIED EMBANKMENT	200	CY	\$6 ⁵⁰	\$1,300 ⁰⁰
51.	12" COMPACTED SUBGRADE	53,877	SY	\$4 ⁰⁰	\$215,508 ⁰⁰
52.	FLEXIBLE BASE (6")	53,877	SY	\$11 ⁰⁰	\$592,647 ⁰⁰

3 R2


Initial for Addendum 2

REVISED (ADDENDUM 2)

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
53.	HMAC TYPE C (2")	46,715	SY	\$ 14 ⁰⁰	\$ 654,010 ⁰⁰
54.	ASPHALT PAVEMENT TRENCH REPAIR	39,767	SY	\$ 15 ⁰⁰	\$ 596,505 ⁰⁰
55.	CONCRETE PAVEMENT REPAIR	9,990	SY	\$ 62 ⁰⁰	\$ 619,380 ⁰⁰
56.	GRAVEL ROAD REPAIR	1,196	SY	\$ 13 ⁰⁰	\$ 15,548 ⁰⁰
57.	ASPHALT DRIVEWAY REPAIR	2,503	SY	\$ 26 ⁰⁰	\$ 65,078 ⁰⁰
58.	CONCRETE DRIVEWAY REPAIR	756	SY	\$ 72 ⁰⁰	\$ 54,432 ⁰⁰
59.	GRAVEL DRIVEWAY REPAIR	5,132	SY	\$ 12 ⁰⁰	\$ 61,584 ⁰⁰
60.	CURB AND GUTTER REPLACEMENT	1,400	LF	\$ 33 ⁰⁰	\$ 46,200 ⁰⁰
61.	CORRUGATED METAL PIPE CULVERT (24")	2,583	LF	\$ 51 ⁰⁰	\$ 131,733 ⁰⁰
62.	SAFETY END TREATMENT (24")	122	EA	\$ 1,000 ⁰⁰	\$ 122,000 ⁰⁰
63.	HYDROMULCH	97,200	SY	\$ 1 ⁰⁰	\$ 97,200 ⁰⁰
64.	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	2,500	LF	\$.55	\$ 1,375 ⁰⁰
65.	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	31,974	LF	\$.55	\$ 17,585 ⁷⁰
66.	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	8,520	LF	\$.55	\$ 4,686 ⁰⁰
67.	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	18,300	LF	\$.55	\$ 10,065 ⁰⁰
68.	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	500	LF	\$ 1 ⁰⁰	\$ 500 ⁰⁰
69.	REFL PAV MRKR TY II - A - A	206	EA	\$ 3 ⁵⁰	\$ 721 ⁰⁰
70.	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	200	LF	\$ 12 ⁰⁰	\$ 2,400 ⁰⁰
71.	TRAFFIC CONTROL	12	MONTH	\$ 7,500 ⁰⁰	\$ 90,000 ⁰⁰
72.	CUT AND PLUG EXISTING WATER LINES	8	EA	\$ 900 ⁰⁰	\$ 7,200 ⁰⁰
73.	CUT AND PLUG EXISTING SANITARY SEWER LINES	8	EA	\$ 1,100 ⁰⁰	\$ 8,800 ⁰⁰

REVISED (ADDENDUM 2)

TOTAL BASE BID: \$ 20,293,159⁹⁵

BID ADJUSTMENT (ADDITION/DEDUCTION)¹: \$ 0.00

REVISED TOTAL BASE BID: \$ 20,293,159⁹⁵

¹This item is provided as a convenience to the Offerors for the purpose of making an adjustment in their Proposal prior to Proposal Closing after the Proposal Form has otherwise been completed. If this item is used, the Offeror shall, within 48 hours after Proposal Closing, file with the Owner a revised Proposal Form that includes distribution of the "Bid Adjustment" amount into the individual Unit Bid Prices of the Proposal Form. If the "Bid Adjustment" line item is not used, Offerors shall enter "\$0.00" for this item.

ALTERNATE BID ITEM

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
28A	POLYMER CONCRETE MANHOLE	49	EA	\$25,000⁰⁰	\$1,225,000⁰⁰

AK Offeror's Initials

Offeror hereby agrees to commence the work on the above project on a date to be specified in the written "Notice to Proceed" of the Owner and to finally complete the project within **the CONSECUTIVE CALENDAR DAYS specified** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$2,000.00 (TWO THOUSAND DOLLARS AND NO CENTS)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

AK Offeror's Initials

AK
Initial for Addendum 2


REVISED (ADDENDUM 2)

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of 5% Dollars (\$ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 2/28/14


Authorized Signature

Ty Lane President
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Utility Contractors of America, Inc.
Company
5805 CR 7700
Address
Lubbock, Lubbock
City, County
TX, 79424
State Zip Code
Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: projects@ucatexas.com
FEDERAL TAX ID or SOCIAL SECURITY No.
75-2214193

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 2/17/14
Addenda No. 2 Date 2/21/14
Addenda No. 3 Date 2/21/14
Addenda No. _____ Date _____

M/WBE Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92178
 Capital Project Name: South Lubbock Sanitary Sewer System Expansion Phase I

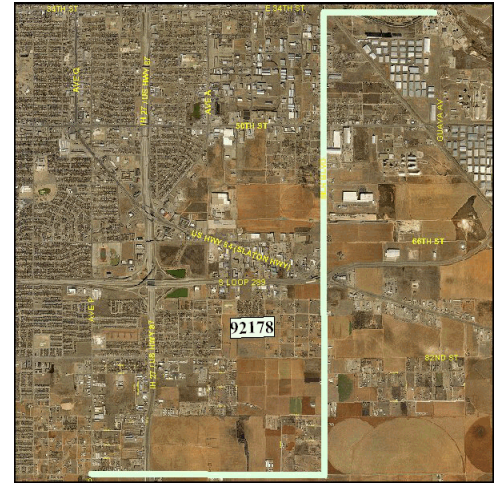
	Budget
<i>Encumbered/Expended</i>	
Kimley Horn, Contract 9065	\$ 996,010
Kimley Horn Contract 9065 Amendment 1	78,000
Merryman Excavation Contract 10282 - Bid Package A	1,399,363
Merryman Excavation Contract 10282 Amendment 1	14,783
Advertisement and Bid Cost	347
City of Lubbock Staff cost	100,776
Kimley Horn Contract 9065 Amendment 2-Bid Package B Design	1,094,110
Land Acquisition / Surveying	3,258
Sewer System Capital Improvements	600
Miscellaneous Expenses	21
Professional Services	10,844
 <i>Agenda Items: March 27, 2014</i>	
Utility Contractors of America - Contract 11709	20,293,160
Kimley Horn Construction Phase Services	1,075,200
<i>Encumbered/Expended to Date</i>	25,066,472
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Construction	1,433,528
<i>Remaining Appropriation</i>	1,433,528
 Total Appropriation	 \$ 26,500,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction of large diameter sewer mains in South Lubbock necessary to abandon a temporary lift station located at 98th street and Avenue P as recommended by the Sewer Collection System Master Plan. The project addresses large diameter sewer mains necessary to service recently and proposed annexed areas in South and Southwest Lubbock.

Project Justification

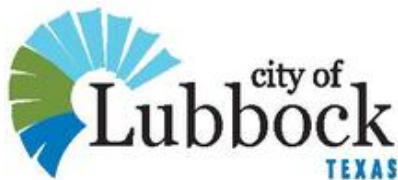
The project includes installation of large diameter sanitary sewer interceptors for the expansion of the existing sanitary sewer system as determined by the Sewer Collection System Master Plan. The project relieves the surcharge of sewer mains currently servicing multiple sewer sheds in South Lubbock and helps alleviate potential sewer overflows.

Project History

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$10.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 Reduced funding by \$7.0 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
 \$13.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 Reduced funding by \$4.5 million in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.
 Reduced by \$8.5 million per Chief Operating Officer.
 \$6.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$16.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	25,500,000	0	0	0	0	0	0	25,500,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	26,500,000	0	0	0	0	0	0	26,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2006 Wastewater Revenue CO's	298,347	0	0	0	0	0	0	298,347
FY 2008 Wastewater Revenue CO's	4,745,432	0	0	0	0	0	0	4,745,432
FY 2010 Wastewater Revenue CO's	814,783	0	0	0	0	0	0	814,783
FY 2011 Wastewater Revenue CO's	3,900,000	0	0	0	0	0	0	3,900,000
FY 2012 Wastewater Revenue CO's	7,021,659	0	0	0	0	0	0	7,021,659
FY 2013 Wastewater Revenue CO's	9,469,779	0	0	0	0	0	0	9,469,779
Wastewater Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
Total Funding Sources	26,500,000	0	0	0	0	0	0	26,500,000



Regular City Council Meeting

5. 10.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11815 for a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA), for providing general construction phase services for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

Item Summary

The 2009 Wastewater Master Plan identified that population growth in south and southwest Lubbock has resulted in the need for additional wastewater conveyance capacity from 98th Street and Avenue P to the Southeast Water Reclamation Plant (SEWRP). A combination of a deteriorating sewer lift station in south Lubbock and projected population growth in the watershed has resulted in the need for additional conveyance. The purpose of the South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project is to address these concerns by the construction of a new sanitary sewer interceptor that will convey flow from the intersection of 98th Street and Avenue P to the SEWRP and allow for the abandonment of a temporary lift station.

On February 9, 2012, City Council approved Amendment 2 to Contract 9065 with Kimley-Horn and Associates, Inc. (KHA) for final design of the South Lubbock Sanitary Sewer Extension Phase 1/B Project. The proposed sanitary sewer interceptor will convey flow from the intersection of 98th Street and Avenue P to the SEWRP located at 4002 Guava Avenue.

This contract with KHA includes general construction administration and resident project representative (RPR) services for the construction of the new sewer interceptor. Construction administration services will include preparation of monthly pay applications, conducting progress meetings, consulting with the contractor and the City throughout the project, reviewing submittals and coordinating testing and the efforts of the RPR. RPR services will include full time inspection for the 360 calendar day project to verify proper installation of critical project components, such as the pipeline, backfill compaction, concrete and asphalt placement.

Staff recommends that KHA be awarded general construction phases services to manage project coordination, testing and inspection of the construction 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

\$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer System Expansion Phase I, with \$1,075,200 available for this purpose.

Staff/Board Recommending

Attachments

Resolution - Kimley-Horn

Agreement - Kimley-Horn

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 Agreement for evaluation and study of sanitary sewer systems, by and between the City of Lubbock and Kimley-Horn and Associates, 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, Assistant City Attorney

vw:ccdcs/RES.PSA-Kimley Horn
March 4, 2014

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for South Lubbock Sanitary Sewer System Extension Phase I/B, is entered into this 27th day of March 2014, by and between the City of Lubbock (the “City” or “Owner”), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc. (the “Engineer”), a North Carolina corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in evaluation and study of sanitary sewer systems and is qualified to perform such activities (the "Activities");

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

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

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

ARTICLE I

Services

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

ARTICLE II

Compensation and Term

- 2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be as provided in Attachment "A", attached hereto, hourly not to exceed \$1,075,200. This amount shall be invoiced to the City monthly as work is performed. Each invoice shall be payable by the City within thirty (30) days of receipt of same.
- 2.02 This Agreement shall expire 644 days from the date of execution such that the Agreement shall terminate at the close of business on December 31, 2015. Additionally, the City may terminate this Agreement at any time during the term hereof by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall only pay Engineer for services actually performed by Engineer up to the date Engineer is deemed to have received notice of termination as provided herein.
- 2.03 If the Engineer determines that additional time is required to complete the services, the City Engineer may execute an agreement to grant up to an additional six (6) months of time as long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE III

Independent Contractor

- 3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar

circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01

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

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional

notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Non-Arbitration

5.01

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

ARTICLE VI

Insurance/Indemnity

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

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Engineer to

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

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

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

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

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

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

Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney's fees, as a result of, related to or arising from Engineer's use or occupation of City owned lands, and/or to the extent of Engineer's negligent activities, performance, operations or omissions under this Agreement. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VII

Miscellaneous

- 7.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.
- 7.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:
John Turpin, P.E.
P.O. Box 2000
Lubbock, Texas 79457

For Engineer:
Jeff James, P.E.
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 950
Fort Worth, Texas 76102

- 7.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN

PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

- 7.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.
- 7.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.
- 7.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 7.07 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 Section 2.01, above.
- 7.08 A waiver by either City or Engineer of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

- 7.09 Engineer may not assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment or subcontract by the City. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The right of approval of the City of Engineer's subcontractors is hereby delegated by the City Council of City to the Director of Water Utilities. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this Agreement. The term "Engineer", as used in and for all purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.
- 7.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.
- 7.11 In the event Engineer is required by law to respond to a subpoena, government inquiry or other legal process directly related to the Services in connection with a legal or dispute resolution proceeding to which the City is a party and to which Engineer is not a party, City shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.
- 7.12 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

7.13 Non Appropriation

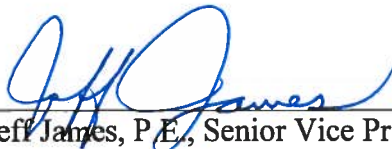
All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate 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 fiscal year for the goods or services covered by this contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Engineer on thirty (30) day 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.

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

CITY OF LUBBOCK

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

Glen C. Robertson, Mayor

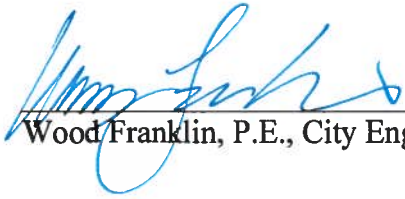


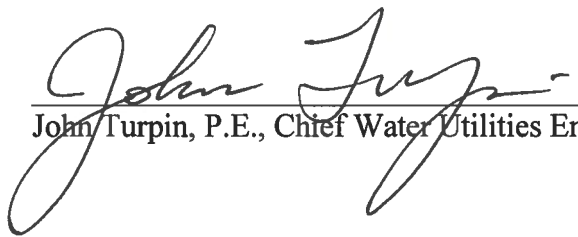
Jeff James, P.E., Senior Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Wood Franklin, P.E., City Engineer


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

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

ATTACHMENT A

Scope of Services

Project Understanding

This project is identified in the City of Lubbock Wastewater Master Plan, August 2009, as the 98th Street Gravity Line to Existing Treatment Plant for the Phase I capital improvement projects. This contract is for Construction Phase Services for Bid Package B of Route A identified in the South Lubbock Sanitary Sewer System Extension Routing and Alignment Study. The limits of Bid Package B are from the end of Bid Package A immediately outside the western fence of the Southeast Water Reclamation Plant (SEWRP) to the intersection of 98th and Ave. P, as shown in Exhibit 1.

Consultant shall perform the following Construction Phase Services:

Pre-Construction Conference. Consultant will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Consultant will provide the following services throughout construction:

- Engineer of Record;
- Resident Project Representative; and
- Construction Materials Testing.

Engineer. Consultant's role as Engineer will include providing on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

Resident Project Representative. Consultant's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist Consultant in observing progress and quality of the Work.

The duties and responsibilities of the RPR are limited to those of Consultant in the Agreement with the Client and in the Contract Documents, and are further limited and described as follows:

1. *General.*
 - RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary.
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

- RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
- 2. *Schedules.*
 - Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with Consultant concerning acceptability.
- 3. *Conferences and Meetings.*
 - Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 4. *Liaison.*
 - Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents.*
 - Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- 6. *Shop Drawings and Submittals*
 - Maintain Shop Drawing and Submittal Record log.
 - Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by Consultant.
- 7. *Modifications.*
 - Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
- 8. *Review of Work and Rejection of Defective Work*
 - Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Start-ups*

- Consult with Consultant in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
- Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Consultant.

10. *Records*

- Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents.
- Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain records for use in preparing project documentation.
- Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Consultant.

11. *Reports*

- Furnish to Consultant periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and submittals.
- Draft and recommend to Consultant proposed Change Orders and Field Orders. Obtain backup material from Contractor.
- Furnish to Consultant and Client copies of all inspection, test, and system startup reports.
- Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Request.*

- Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.*

- During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.

14. *Completion*

- Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Client or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
- Accept Shop Drawings or submittals from anyone other than Contractor.
- Authorize Client to occupy a Specific Project in whole or in part.

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, Consultant shall endeavor to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Submittals. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant, through its subconsultant, will perform the following laboratory tests of Contractor's work as Consultant deems appropriate; soils, flex base, hot mix, and field testing. Consultant, or its subconsultant, may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Final Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work finally complete; Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by others. Consultant will provide the following deliverables:

- One (1) 22"x34" set of black line Record Drawings
- One (1) set of .PDF file Record Drawings

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

1. Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the Client on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.

2. Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
3. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
4. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
5. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
6. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
7. Additional meetings beyond those identified in the Scope of Services.
8. Preparation for and attendance to public meetings to discuss the project.
9. Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Construction Phase Services as indicated in the contract documents regarding Time of Completion.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed \$1,075,200 for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client’s prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer. Labor fees will be billed according to the rate schedule shown in the Agreement. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project will be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$10.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

<u>Task:</u>	<u>Task Fee:</u>
1. Construction Phase Services	\$422,500
2. RPR – Walker RPR Services	\$511,100
3. Material Testing – CMT	\$141,600
Total	\$1,075,200

ATTACHMENT B
CURRENT HOURLY RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$195 - \$225
Senior Professional II	\$155 - \$200
Professional	\$115 - \$150
Analyst	\$95 - \$105
Designer	\$130 - \$145
Technical Support	\$75 - \$105
Clerical/Administrative Support	\$60 - \$105

The rates listed above are applicable for up to 24 months after the date of execution of this Agreement.



General Project Information

Client: City of Lubbock
Project: S. Lubbock SS Ext Ph.1 BPB
KHA No. 063126005
PM: Jeff James

Fee Information

Fee Type: CP Fix. Mult.
Expense Mult: 1.10 Schedule: LBB
Allocation: 6.0%

Task Budget Summary

No.	Task Name	Hours	Labor	Task 700		Subtotal
				Expenses	Allocation	
651	Construction Phase Svcs	2,058	\$ 333,200	\$ 69,300	\$ 20,000	\$ 422,500
TOTALS:		2,058	\$ 333,200	\$ 69,300	\$ 20,000	\$ 422,500

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
760	Walker RPR Services, Inc. (Attachment C-2)	\$ 464,592	1.10	\$ 511,100
770	CMT Engineering, Inc. (Attachment C-3)	\$ 128,645	1.10	\$ 141,600
TOTALS:		\$ 593,237		\$ 652,700

Project Budget Summary	
Labor:	\$ 333,200
Expenses:	\$ 742,000
TOTAL:	\$ 1,075,200



General Project Information

Client: **City of Lubbock**
 Project: **S. Lubbock SS Ext Ph.1 BPB**
 KHA No: **063126005**
 PM: **Jeff James**

Task Effort Summary

Labor: \$ **333,200**
 Expenses: \$ **69,300**
 Allocation: \$ **20,000**
TOTAL: \$ 422,500

Task Information

Number: **651**
 Name: **Construction Phase Svcs**
 Task Mgr: **Aaron Rader**

Task Description and Budgeting

Task Descriptions:	GLC:	Principal (\$215/hr.)								Licensed Prof (\$150/hr.)								Analyst (\$110/hr.)								Support Staff (\$85/hr.)								Subtotal	
		P8	P5	P3	N5																	(Hrs)	Expenses (\$)												
Prepare for and attend Pre-Con Mtg		15	30																		45	\$ 3,500													
Request for Information		60	180		40																280														
Shop Drawing/Submittal Review		80	320		40																440														
Change Orders		20	80																		100														
Prepare for and attend Site Meetings (2 per Month for 14 months)		252	252																		504	\$ 56,000													
RPR Sub coordination		40	90																		130														
Testing Sub coordination		12	50																		62														
Contractor Pay Application Review/Process		12	80		40																132														
General QC/PM/Admin		80	40		40																160														
Final Walk Through		20	20																		40	\$ 3,500													
Record Drawings		10	40	80	10																140														
Project Closeout		5	10		10																25														
Subtotals:		606	1192	80	180																2058	\$63,000													

Attachment C-2

Walker RPR Services, Inc.

8108 Gary Ave.
Lubbock, TX 79423
(806) 787-4235

Proposal

October 2, 2013

Owner: **City of Lubbock, TX**
Client: **Kimley-Horn and Associates, Inc.**
2201 West Royal Lane, Suite 275
Irving, TX 75063
Project: **Lubbock Sewer Line**

Task Descriptions and Budgeting:					
	Project Manager	Chief Inspector	Junior Inspector	Junior Inspector	
Task Descriptions:	Rates:	\$ 99.00	\$ 86.00	\$ 55.00	\$ 45.00
					Subtotals
Labor:					
Project Management (20 hrs / mo x 12 mo)	240				240
On-site Inspr Inspection (full-time) (176 hrs / mo x 12 mo)		2,112			2,112
On-site Inspection (full-time) (176 hrs / mo x 12 mo)			2,112		2,112
On-site Inspection (full time) (176 hrs/mo x 12 mo)				2,112	2,112
Hour Subtotals:	240	2,112	2,112	2,112	6,576
Labor Subtotals:	\$ 23,760.00	\$ 181,632.00	\$ 116,160.00	\$ 95,040.00	\$ 416,592.00

Expenses:					
Vehicle Allowance: (\$1000 / mo x 12 mo)	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 48,000.00
Expense Subtotals:					\$ 48,000.00

TOTAL Labor and Expenses:

\$ 464,592.00

**Construction Materials Testing
Fee Proposal**

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



Project: South Lubbock Sanitary Sewer Extension Bid Package B
Attn: Aaron Rader, P.E.
Client: Kimley-Horn and Associates, Inc
Date: December 16, 2013

Laboratory Tests			
Soils	Fee	Qty.	Extension
Modified Proctor (4" mold)	\$ 200.00	25	\$ 5,000.00
Atterburg Limits	\$ 65.00	25	\$ 1,625.00
Classification of soils (inc washed grad)	\$ 70.00	25	\$ 1,750.00
Flex Base			
Modified Proctor	\$ 250.00	2	\$ 500.00
Bulk Gravity / Moisture Correction	\$ 50.00	2	\$ 100.00
Wet Ball Mill	\$ 225.00	2	\$ 450.00
Atterburg Limits	\$ 65.00	2	\$ 130.00
Washed Gradation	\$ 70.00	2	\$ 140.00
Hot Mix			
Asphalt Content (Ignition) / Gradation	\$ 150.00	30	\$ 4,500.00
TxDOT Gyratory (set of 3)	\$ 150.00	30	\$ 4,500.00
Max Theoretical Density / Rice Gravity	\$ 125.00	30	\$ 3,750.00
Core Thickness Test	\$ 10.00	60	\$ 600.00
In Place Density (from cores)	\$ 30.00	60	\$ 1,800.00
Field Testing*			
Nuclear Field Density (3 min)	\$ 20.00	2630	\$ 52,600.00
Asphalt Core (up to 3") Additional \$15 per inch	\$ 60.00	60	\$ 3,600.00
Slump	\$ 20.00	50	\$ 1,000.00
Entrained Air	\$ 30.00	20	\$ 600.00
Temperature	\$ 5.00	50	\$ 250.00
Making Cylinders (ea) (4 min) Includ breaks	\$ 27.00	80	\$ 2,160.00
Making Grout Cylinders (ea) (4 min) Includ breaks	\$ 27.00	120	\$ 3,240.00
Technician / Engineering			
Technician Hourly (Two hour minimum)	\$ 49.00	650	\$ 31,850.00
Technician Overtime Hourly*	\$ 59.00	100	\$ 5,900.00
Professional Engineering Hourly	\$ 175.00	10	\$ 1,750.00
EIT Hourly	\$ 85.00	10	\$ 850.00
Total			\$ 128,645.00

* Field testing is billed in addition to Tech hourly rates

** Hourly rates apply portal to portal, between 7:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92178
 Capital Project Name: South Lubbock Sanitary Sewer System Expansion Phase I

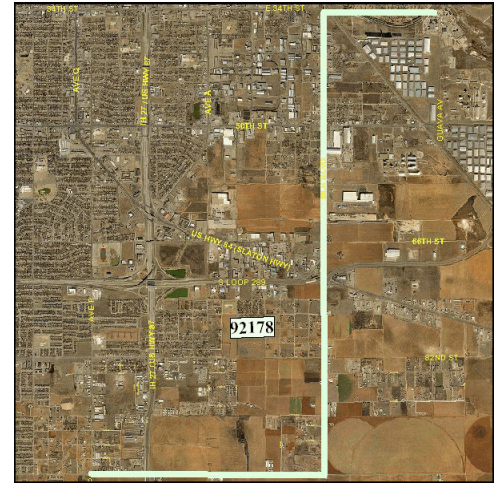
	Budget
<i>Encumbered/Expended</i>	
Kimley Horn, Contract 9065	\$ 996,010
Kimley Horn Contract 9065 Amendment 1	78,000
Merryman Excavation Contract 10282 - Bid Package A	1,399,363
Merryman Excavation Contract 10282 Amendment 1	14,783
Advertisement and Bid Cost	347
City of Lubbock Staff cost	100,776
Kimley Horn Contract 9065 Amendment 2-Bid Package B Design	1,094,110
Land Acquisition / Surveying	3,258
Sewer System Capital Improvements	600
Miscellaneous Expenses	21
Professional Services	10,844
 <i>Agenda Items: March 27, 2014</i>	
Utility Contractors of America - Contract 11709	20,293,160
Kimley Horn Construction Phase Services	1,075,200
<i>Encumbered/Expended to Date</i>	25,066,472
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Construction	1,433,528
<i>Remaining Appropriation</i>	1,433,528
 Total Appropriation	 \$ 26,500,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction of large diameter sewer mains in South Lubbock necessary to abandon a temporary lift station located at 98th street and Avenue P as recommended by the Sewer Collection System Master Plan. The project addresses large diameter sewer mains necessary to service recently and proposed annexed areas in South and Southwest Lubbock.

Project Justification

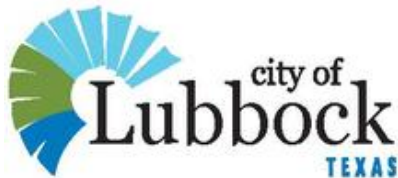
The project includes installation of large diameter sanitary sewer interceptors for the expansion of the existing sanitary sewer system as determined by the Sewer Collection System Master Plan. The project relieves the surcharge of sewer mains currently servicing multiple sewer sheds in South Lubbock and helps alleviate potential sewer overflows.

Project History

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$10.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 Reduced funding by \$7.0 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
 \$13.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 Reduced funding by \$4.5 million in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.
 Reduced by \$8.5 million per Chief Operating Officer.
 \$6.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$16.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	25,500,000	0	0	0	0	0	0	25,500,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	26,500,000	0	0	0	0	0	0	26,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2006 Wastewater Revenue CO's	298,347	0	0	0	0	0	0	298,347
FY 2008 Wastewater Revenue CO's	4,745,432	0	0	0	0	0	0	4,745,432
FY 2010 Wastewater Revenue CO's	814,783	0	0	0	0	0	0	814,783
FY 2011 Wastewater Revenue CO's	3,900,000	0	0	0	0	0	0	3,900,000
FY 2012 Wastewater Revenue CO's	7,021,659	0	0	0	0	0	0	7,021,659
FY 2013 Wastewater Revenue CO's	9,469,779	0	0	0	0	0	0	9,469,779
Wastewater Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
Total Funding Sources	26,500,000	0	0	0	0	0	0	26,500,000



Regular City Council Meeting

5. 11.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11747 with ACME Electric Company for construction and installation services associated with the Pump Station Emergency Generators project, RFP 14-11747-MA.

Item Summary

On December 6, 2012 City Council approved a study to identify emergency generator needs for the City of Lubbock water distribution pump stations. On August 8, 2013, City Council approved an amendment for final design of generators at pump stations 4, 8 and 10.

Proposals for the construction and installation of generators at Pump Stations 4, 8, and 10 were opened on February 27, 2014. One proposal with two options for generator manufactures was received. The proposal options are as follows:

Company	Generator	Amount
ACME Electric Company of Lubbock, Texas	Caterpillar 1500 horsepower generator	\$4,848,635
ACME Electric Company of Lubbock, Texas	Cummins 1750 horsepower generator	4,985,645

The City Engineer appointed a proposal evaluation committee consisting of representatives from Public Works Engineering, Water Operations and representatives from the design firm Freese and Nichols, Inc. (FNI). The contractor’s proposals were evaluated and found satisfactory for qualifications and safety. The two generators options were considered and evaluated based on Price 60%, Manufacturer Qualifications 20%, Equipment Evaluation 20%. The options proposed were ranked as follows:

Company	Generator	Points
ACME Electric Company of Lubbock, Texas	Cummins 1750 horsepower generator	93.37
ACME Electric Company of Lubbock, Texas	Caterpillar 1500 horsepower generator	88.17

The evaluation committee recommends the contract be awarded to ACME Electric Company of Lubbock, Texas with a Cummins generator, for the amount of \$4,985,645. The time for completion shall be 305 calendar days to substantial completion.

Fiscal Impact

\$7,500,000 is appropriated in Capital Improvement Project 92279, Pump Station Emergency Electric Generators, with \$4,985,645 available for this purpose.

Staff/Board Recommending

Attachments

Resolution & Contract - Acme Electric

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. 11747 for pump station emergency electric generators, by and between the City of Lubbock and Acme Electric Company, 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, Assistant City Attorney

vw:ccdcs/RES.Contract-Acme Electric
March 6, 2014

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: FEBRUARY 27, 2014

PROJECT NUMBER: #14-11747-MA - Pump Station Emergency Electric Generators

Proposal of ACME ELECTRIC COMPANY (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a Pump Station Emergency Electric Generators, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

FINAL PROJECT SUMMARY PAGE

BASE BID SUMMARY

SUBTOTAL BASE BID ¹ (ITEM 7)	\$ 3,745,723
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PACKAGED ENGINE GENERATOR BID SUMMARY

CATERPILLAR FINAL TOTAL ² (ITEMS 8a through 8c)	\$ 1,102,912 ---
ONAN CORP/CUMMINS FINAL TOTAL ² (ITEMS 8a through 8c)	\$ 1,239,922

APPARENT LOW COST TOTAL SUMMARY

APPARENT LOW CAPITAL COST FINAL TOTAL ³ (SUM OF BASE BID + LOWEST GENERATOR BID)	\$ 4,848,705 \$4,985,645
--	-----------------------------

CALENDAR DAYS SUMMARY

The proposed number of consecutive calendar days to substantial completion.	\$ 305
The proposed number of consecutive calendar days to final completion.	\$ 335

RB Offeror's Initials

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
1	MOBILIZATION				
1a	Mobilization for Pump Stations 4,8 & 10	LS	1	\$40,000	\$40,000
2	PUMP STATION NO.4				
2a	Pump Station No.4 completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$1,479,000	\$1,479,000
2b	Trench Safety Systems *	LF	484	\$10 per ft.	\$4,840
3	PUMP STATION NO.8				
3a	Pump Station No.8 completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$1,480,000	\$1,480,000
3b	Trench Safety Systems *	LF	1,102	\$10 per ft.	\$11,020
4	PUMP STATION NO.10				
4a	Pump Station No.10 completely as shown in the plans and the Specifications, except for the items listed below	LS	1	\$708,000	\$708,000
4b	Trench Safety Systems *	LF	1,113	\$10 per ft.	\$11,130
5	SCADA FACTORY ACCEPTANCE (FAT) WITNESSED TESTS				
5a	Cost for the witnessed SCADA FAT tests by two representatives of the Owner for the new RTUs at Pump Stations 4, 8, and 10	LS	1	\$6,000	\$6,000
6	4160V METAL-CLAD SWITCHGEAR WITNESSED TESTS				
6a	Cost for the witnessed tests for 4160V Metal-Clad Switchgear associated with Pump Stations 4 and 8 by one representative of the Owner.	LS	1	\$5,733	\$5,733
SUBTOTAL BASE BID (ITEMS 1a through 6a)					\$3,745,723
**	Add (+) or Deduct (-)				
7	SUBTOTAL BASE BID ADJUSTED (with Add(+) or Deduct (-) applied)				\$3,745,723

* Contractor shall estimate the quantity required for Trench Safety and include in the space provided.

AB Offeror's Initials

** Provision is made for Bidder to include an addition or deduction in his bid, if he wishes, to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the bid for items 2a, 3a, 4a.

**PUMP STATION NO.4 AND PUMP STATION NO.8
PACKAGED ENGINE GENERATOR ALTERNATE PROPOSAL**

Generator Supplier #2: ONAN

Contractor shall complete this form for each Generator supplier he wishes to propose for Pump Station No.4 and Pump Station No.8

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED AMOUNT
8	PACKAGED ENGINE GENERATORS PUMP STATION NO.4 AND PUMP STATION NO.8				
8a	Furnish, test, deliver, and provide competent service technician for one Packaged Engine Generator at Pump Station No.4 suitable for starting and operating the pump station electrical loads as specified herein.	EA	1	\$603,900	\$603,900
8b	Furnish, test, deliver, and provide competent service technician for one Packaged Engine Generator at Pump Station No.8 suitable for starting and operating the pump station electrical loads as specified herein.	EA	1	\$603,900	\$603,900
8c	Cost for witnessed tests of Packaged Engine Generators for Pump Station 4 and Pump Station 8 by one representative of the Owner	LS	1	\$16,061	\$32,122
SUBTOTAL GENERATOR ALTERNATE BID (ITEMS 8a through 8c)					\$1,239,922

NO Offeror's Initials

Total: \$4,985,645

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **305 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$2,500, (Two-Thousand Five Hundred Dollars) for Substantial Completion and \$1,000, (One-Thousand Dollars) for Final Completion for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

The proposed number of consecutive calendar days to substantial completion (Number followed by written):

305 THREE HUNDRED FIVE DAYS

The proposed number of consecutive calendar days to final completion (Number followed by written):

335 THREE HUNDRED THIRTY FIVE DAYS

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of *sixty (60)* calendar days after the scheduled closing time for receiving proposals.

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

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

LB Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check for Dollars (\$) or a Proposal Bond in the sum of 5% Greatest Amount Bid (GAB) Dollars (\$-----), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: February 27, 2014



Authorized Signature

Barry Brown
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST: *L Lewis*
Secretary

Acme Electric Company
Company
108 E 82nd St
Address
Lubbock, Lubbock
City, TX County 79404
State Zip Code
Telephone: 806 - 745-7720
Fax: 806 - 745-3102
Email: bbrown@acmeelect.com
FEDERAL TAX ID or SOCIAL SECURITY No.
75-1450152

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 2/24/14
- Addenda No. 2 Date 2/26/14
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

M/WBE Firm:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Woman	Black American	Native American
<input type="checkbox"/>	Hispanic American	Asian Pacific American	Other (Specify)

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

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

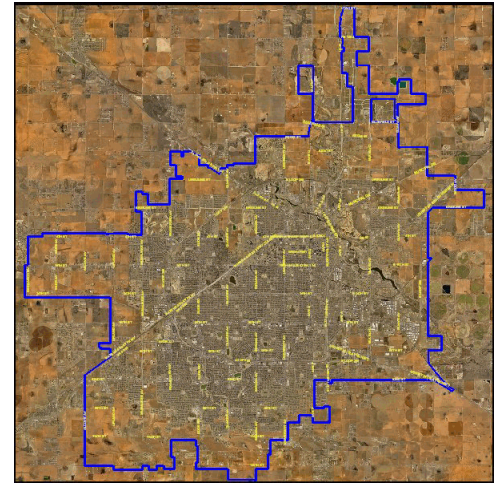
	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 5,941
Freese & Nichols Contract 10605 - Freese & Nichols	113,934
Freese & Nichols Contract 10605 Amendment 1	285,028
Warren Cat	153,125
<i>Agenda Item March 27th, 2014</i>	
ACME Electric Construction Services	4,985,645
<i>Encumbered/Expended to Date</i>	5,543,673
<i>Estimated Costs for Remaining Appropriation</i>	
Construction/Installation	1,956,327
<i>Remaining Appropriation</i>	1,956,327
Total Appropriation To Date	\$ 7,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

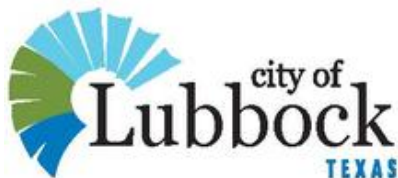
The generators will improve the reliability of the water pumping system during power outages due to severe weather and other emergencies.

Project History

\$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$5.7 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

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

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



Regular City Council Meeting

5. 12.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Public Works - Land Application: Consider a resolution authorizing the Mayor to execute contract 11753 with PM Cattle LLC, for Cattle Grazing at the Hancock Land Application Site, RFP 14-11753-MA.

Item Summary

The City Land applies wastewater effluent at the Hancock Land Application Site. Jose wheat grass is grown on the site to uptake the nitrogen in the wastewater that might leach into the groundwater. Cattle use the Jose wheat grass as forage to help to maintain the site.

Proposals for the Cattle Grazing were obtained using competitive sealed proposal procedures prescribed by Texas Local Government Code, Sections 252.043 (e) and 271.116. The proposal included bid price per animal per year. Mature cow or breeding age heifer, mature breeding age bull, and cow/calf pair where the calf is not weaning age are considered an animal unit. Calves weighing in excess of 500 lbs. that have not been weaned will be considered an animal unit for billing purposes. The annual bid price per animal unit will be divided by the number of days in the applicable year. The daily price per animal unit will be multiplied by the number of days each animal unit was grazed during an applicable month and the cattle owner will be at the end of the every month. Cattle owner is responsible for maintaining accurate daily head counts. City of Lubbock personnel will work closely with cattle owner or designee to insure accurate head counts are kept for billing purposes. All cattle movement on or off the site must be turned into the designated city personnel within 24 hours of inventory changes. The cattle owner is responsible for providing an onsite caretaker for cattle. The caretaker is required to check the cattle at least three times per week and maintain an accurate daily inventory of cattle. In the event of an emergency, the cattle owner is required to have a caretaker onsite within 1 hours notice. The City maintains permanent and temporary fencing and water wells/troughs. The City is not responsible to process, move, load, unload or haul cattle. That is the cattle owner's responsibility. The City is not to be held responsible for cattle deaths caused by irrigation equipment, electrical equipment, traffic accidents, or acts of God. The City will not be held liable for damage to private property when cattle get out for whatever reason. It is the cattle owner's responsibility. The Hancock Land Application Site Grazing contract is for one owner only. The contract cannot be subleased. 600 head of cattle +/- 150 head as dictated by available grazing conditions. Cattle are to be mature breeding age beef cattle including breeding bulls. Successful bidder will need to have the HLAS stocked within 30 days. Stocking rates must be maintained at optimum levels year round in order to fully utilize available forage while not overgrazing the site.

Four companies responded back with sealed proposals. The proposals were evaluated using the following criteria: Price will be per animal unit per year (35%), Location of where the majority of the business is accomplished (25%), Cattle Owner Financial stability (20%), References (5%), and Length of time to stock the site with cattle (15%). The maximum point value was 15 points.

An evaluation committee reviewed the proposals and ranked as follows:

- 1) PM Cattle LLC, Southland, Texas, (13.23 pts.)
- 2) Crofoot Ranches, LLP, Lubbock, Texas, (12.65 pts.)
- 3) RMFT, LLC, Lubbock, Texas, (10.23 pts)
- 4) Tri T Cattle Co., Lubbock, Texas, (10.00 pts.).

The term of the contract will be 5 years with the option to renew another 5 years.

Fiscal Impact

Potential revenue is anticipated to be \$162,000 per year and \$810,000 for the term of the contract.

Staff/Board Recommending

R. Keith Smith, P.E. Director of Public Works and Lubbock Water Advisory Commission.

Attachments

Resolution & Contract - PM Cattle, 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. 11753 for cattle grazing on Hancock Land Application Site by and between the City of Lubbock and PM Cattle, LLC, of Southland, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-PM Cattle
March 13, 2014

City of Lubbock, TX
Cattle Grazing at the Hancock Land Application Site
Agreement

This Service Agreement (this "Agreement") is entered into as of the **27th** day of **March, 2014**, ("Effective Date") by and between **PM Cattle, LLC**, (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11753-MA, Cattle Grazing at the Hancock Land Application Site.

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 Cattle Grazing at the Hancock Land Application Site, 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 Requirements

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 I 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:

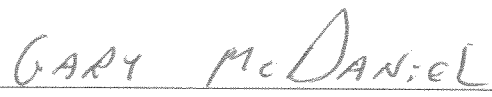
Contractor:

Glen C. Robertson, Mayor



Contractor's Signature

ATTEST:



Printed Name

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

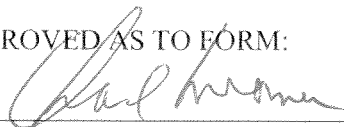


Title



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

CITY OF LUBBOCK, TEXAS
Cattle Grazing on Hancock Land Site
RFP 14-11753-MA

GENERAL REQUIREMENTS

1 INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Cattle Grazing for at the Hancock Land Application Site.
- b) Offerors 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 PROJECT DESCRIPTION

The City Land applies wastewater effluent at the Hancock Land Application Site. Jose wheat grass is grown on the site to uptake the nitrogen in the wastewater that might leach into the groundwater. Cattle use the Jose wheat grass as forage to help to maintain the site.

3 PURPOSE OF THE PROJECT

The City of Lubbock Land Application Sites are operated under a TCEQ Wastewater permit that governs all activity on the site. Compliance with the wastewater permit and all applicable supplementary operating plans will be strictly enforced.

4 SCOPE OF WORK

The proposal bid price will be per animal unit per year. Mature cow or breeding age heifer, mature breeding age bull, and cow/calf pair where the calf is not weaning age will be considered an animal unit. Calves weighing in excess of 500 lbs. that have not been weaned will be considered an animal unit for billing purposes. The annual bid price per animal unit will be divided by the number of days in the applicable year. The daily price per animal unit will be multiplied by the number of days each animal unit was grazed during an applicable month and the cattle owner will be billed at the end of the every month.

Cattle owner is responsible for maintaining accurate daily head counts. City of Lubbock personnel will work closely with cattle owner or designee to insure accurate head counts are kept for billing purposes. All cattle movement on or off the site must be turned into the designated city personnel within 24 hours of inventory changes.

The cattle owner is responsible for providing an onsite caretaker for cattle. The caretaker is required to check the cattle at least three times per week and maintain an accurate daily inventory of cattle. In the event of an emergency, the cattle owner is required to have a caretaker onsite within 1 hours notice.

The City maintains permanent and temporary fencing and water wells/troughs.

The City is not responsible to process, move, load, unload or haul cattle. That is the cattle owner's responsibility.

The City is not to be held responsible for cattle deaths caused by irrigation equipment, electrical equipment, traffic accidents, or acts of God. The City will not be held liable for damage to private property when cattle get out for whatever reason. It is the cattle owner's responsibility.

The Hancock Land Application Site Grazing contract is for one owner only. The contract cannot be subleased.

600 head of cattle +/- 150 head as dictated by available grazing conditions.

Cattle are to be mature breeding age beef cattle including breeding bulls.

Successful bidder will need to have the HLAS stocked within 30 days.

Stocking rates must be maintained at optimum levels year round in order to fully utilize available forage while not overgrazing the site.

5 CONTACT TERM

The contract shall be for a period of five years with the option to renew an additional five- one-year extensions said date of term beginning upon formal approval. The term of 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.

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(S) 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):

<u>TYPE</u>	<u>AMOUNT</u>
General Liability Commercial General Liability General Aggregate	\$200,000
Automotive Liability Combined Single Limit Any Auto	\$200,000
Workers Compensation	Statutory Amounts
Employer's Liability	

The City of Lubbock shall be named 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. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (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 contract 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.

February 24th, 2014

City of Lubbock

1625 13th Street, #204

Lubbock, TX 79401

Subject: RFP 14-11753-MA Cattle Grazing on Hancock Land Site

Dear Honorable Mayor and City Council

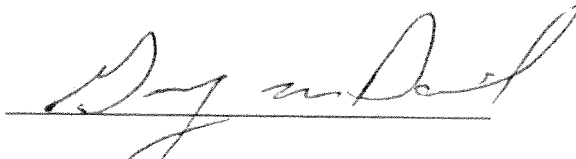
PM Cattle, LLC hereby submits a response to the RFP #14-11753-MA pertaining to the cattle grazing on Hancock Land site. The enclosed response fully details how PM Cattle will comply with the requirements of this RFP and formally makes the following submissions for your consideration:

- PM Cattle has ability to graze the maximum number of 600 (+/- 150 head) mature breeding age cows or replacement heifers. This is dependent on there being adequate forage to support such number.
- PM Cattle has the financial ability to pay the grazing cost which is determined by multiplying PM Cattles monthly bid price per animal unit by the actual number of animal units grazed in respective month.
- PM Cattle has the ability to stock cattle 450 head of cows within a minimum of 15-days and 600 head of cattle within a maximum of 30-days of being awarded this RFP.
- PM Cattle will maintain adequate stocking levels to ensure full utilization of available forage while not overgrazing the site.

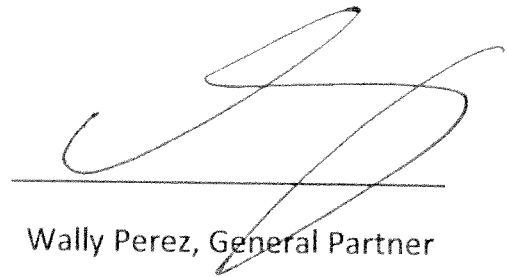
- PM Cattles Managing Partner lives within the area so there is adequate care for the cattle and the ownership of two semi-trucks and ground load cattle trailers provides the flexibility to transport and move cattle should the need arise.

PM Cattle appreciates the opportunity to make this RFP submission for consideration before the Honorable Mayor of Lubbock and the Lubbock City Council.

Regards,



Gary McDaniel, Managing Partner



Wally Perez, General Partner

OPERATING OBJECTIVE & METHODOLOGY

PM Cattle, LLC is a partnership formed by Gary McDaniel, Managing Partner and Wally Perez, General Partner. Partnership's operational objective is to utilize leased land or grazing rights to support and scale a growing cow/calf operation. The business model is based on developing long term relationships with Landowners with significant acreage that have the desire to lease land or grazing rights on a long-term basis to Cattlemen that have the reputation of performing in the following manner:

- Good stewards of the land
- Adhere to sound ranch management practices
- Maintain a financial model that has long term sustainability

The following are the operating principles that the Partners adhere to in the day to day cattle operations:

- Think and Act as land owners
- Think long term when investing
- Utilize proven cattle ranching techniques and methods
- Treat Land Owners as Partners and keep them informed

The leasing of land and grazing rights allows PM Cattle to deploy its invested capital to fund the growth of its operations versus the acquisition of land. PM Cattle has been successful in generating a reasonable economic return that in turn is reinvested back into the partnership so that the need for debt is minimized.

In addition, the leasing of grazing rights allows PM Cattle the ability to geographically diversify its operation's which allows the operations the flexibility to scale its size based on current environmental and economic conditions.

PARTNER BACKGROUNDS & EXPERTISE

Gary McDaniel, Managing Partner

Gary was born into a ranching family that ran a cattle operation in Wyoming. Gary maintains a personal residence in Southland, Texas where he and his wife own 1200 acres of farmland and also serves as his headquarters for his cattle operation in Garza and Lynn counties. Southland, Texas is 15 minutes from Wilson, Texas. Since coming to Texas, Gary has acquired 30+ years of experience in the cattle business as a cow/calf operator. In 2005, due to his reputation for being a competent and respected cattlemen, Gary acquired the grazing lease for 27 sections from the C.W. Post Estate. This became the base from which he was able to scale to a 900 head cow/calf operation. In 2013, due to the continuing drought in Texas, the headcount was decreased to its present levels. Prior to this downsizing, in 2011 and 2012 Gary leased land in Wyoming to provide grazing for 600 head of cows. Also, in 2013 Gary was successful in acquiring the grazing lease on acreage that is part of the Lake Allan Henry Wildlife Mitigation program. In addition to being a cattle rancher, Gary is currently serving his fourth term as a county commissioner in Garza County which equates to a total of 12-years of service.

Wally Perez, General Partner

Wally is a native Texan and a graduate of Texas Tech University where he earned his BBA in Accounting. For the past 22-years, Wally has maintained certifications as a Certified Public Accountant (CPA) and Certified Managerial Accountant (CMA). Wally has a residence in Lubbock and is currently employed as a Chief Financial Officer for a privately held company headquartered out of Dallas, Texas. Wally has 10+ years of experience running a cow/calf operation in East Texas which is headquartered out of Italy, Texas. The operation started in 2005 as a hobby with 20 head of cows and through the acquisition of lease land scaled to a 950 head operation in just 3-years. Due to the continuing drought in Texas, the cattle operation was scaled down to its present size of 750 momma cows.

SIZE OF OPERATION

PM Cattle, LLC operates 28,000 acres of leased land/grazing in West Texas and East Texas.

The West Texas operation currently maintains 400 head of cows/ replacements on the following leased acreage:

- CW Post Estate consists of 27-sections in Garza and Lynn County. During normal periods of rainfall acreage will support 600 head of momma cows.
- Lake Allan Henry Wildlife Mitigation consists of 6-Sections. During normal periods of rainfall acreage supports 100 head of momma cows.

The East Texas operation currently maintains 750 head of cows/replacements on the following leased acreage:

- Ellis County consists of 1,200 acres.
- Van Zandt County consists of 4,500 acres.
- Wood County consists of 1,200 acres.

PM Cattle owns two semi-trucks and two 53 foot ground load cattle trailers. This provides the flexibility to move cattle between the East and West Texas operations when lack of rainfall affects the available grazing in a geographical area.

PARTNER INVOLVEMENT IN CATTLE OPERATIONS

Gary McDaniel, Managing Partner oversees the West Texas operations headquartered out of Southland, Texas. The headquarters is 15-minutes from Wilson, Texas. Gary and his son Clint McDaniel will spend 3-4 days per week overseeing the cattle that will be grazed on the Hancock Land Site.

Wally Perez, General Partner oversees the East Texas operations headquartered out of Italy, Texas and will be involved 2-weekends per month overseeing the cattle that will be grazed on the Hancock Land Site.

INVOLVEMENT FROM OTHER RESOURCES

PM Cattle's intentions are not to hire other professionals at this point to assist with the cattle that will be grazed on the Hancock Land Site.

ORGANIZATIONAL STRUCTURE OF PM CATTLE, LLC

West Texas Operations

East Texas Operations

Gary McDaniel, Manager

Wally Perez, Manager

|

|

Clint McDaniel, Cowboy

Matt Petrey, Foreman

(10+ years cattle experience)

(20+ years of cattle experience)

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

PM Cattle, LLC hereby acknowledges that it has complied and will continue to comply with all Federal, State and Local laws.

HANDLING AND MANAGING ERRORS AND OMISSIONS

PM Cattle, LLC business model is based on developing and maintaining long term Partnership's with Land Owners. So should an error or an omission occur as a result of being awarded this RFP, our philosophy for handling these type of matters is to approach this from a Land Owners perspective and through the course of discussions formulate options that can serve as a solution that is mutually beneficial for all parties.

CITY OF LUBBOCK, TEXAS
 Cattle Grazing on Hancock Land Site
 RFP 14-11753-MA

PRICE SHEET

ITEM	UNIT OF MEASURE	DESCRIPTION
1.	Animal	Contractor shall pay to the City \$ <u>22.50</u> per Animal Unit per Month (each dry cow, bull, cow/nursing calf, and/or weaned calf as deemed to be an "Animal Unit").

- Successful Contractor will have the HLAS stocked within how many days: SEE NOTE after contract is awarded?
- Location of where the majority of the business is accomplished: LUBBOCK, GARZA LYNN COUNTIES

NOTE: PM CATTLE HAS THE ABILITY TO STOCK 450 HEAD OF COWS WITHIN 15-DAYS AND 600 HEAD WITHIN A MAXIMUM OF 30-DAYS OF BEING AWARDED THIS RFP

Contractor's Signature *Mary D. Davis* Company's Name PM CATTLE, LLC

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(S) 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):

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$200,000
General Aggregate	
Automotive Liability	
Combined Single Limit	\$200,000
Any Auto	
Workers Compensation	Statutory Amounts
Employer's Liability	

The City of Lubbock shall be named 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. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (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 contract number for which the insurance is being supplied.

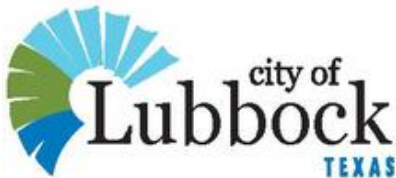
NOTICES

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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.



Regular City Council Meeting

5. 13.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Public Works - Land Applications: Consider a resolution authorizing the Mayor to execute a purchase order contract 23102658 with Hurst Farm Supply, Inc for a Tandem Disc Plow, ITB 14-11771-DT.

Item Summary

The City’s Texas Commission on Environmental Quality (TCEQ) wastewater permit requires forage crops be grown on the municipal land application sites. These crops or grasses that are sown, once established, accommodate nitrogen uptake from the effluent water from the City of Lubbock’s wastewater treatment plant that is applied to the Lubbock Land Application Sites. The tandem disc plow will replace the current plow which is over twenty five years old and is past its life expectancy.

Bids were received from the following companies:

Hurst Fram Supply, Lubbock, TX	\$ 49,701*
Hurst Farm Supply, Lubbock, TX	51,684
Abilene New Holland, Abilene, TX	54,900
Warren CAT, Lubbock, TX	63,000

* Not Quoted as Specified.

A bid tabulation is provided. Staff recommends purchase order contract award to lowest bidder, Hurst Farm Supply, Lubbock, TX. for \$51,684.

Fiscal Impact

Funding is appropriated in the Adopted FY 2013-2014 Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Purchase Order - Hurst

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. 23102658 for the purchase of a tandem disc plow as per ITB 14-11771-DT, by and between the City of Lubbock and Hurst Farm Supply, 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:



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

APPROVED AS TO FORM:



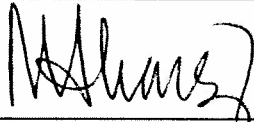
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Hurst Farm Supply-PurchaseOrd
March 13, 2014

TO: HURST FARM SUPPLY INC
4801 HWY 84
LUBBOCK Texas 79416

SHIP TO: CITY OF LUBBOCK
LAND APPLICATION SITE
4602 ECR 6700
1/2 MILE EAST OF LOOP 289 ON 19TH STR
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/13/2014 Freight
Requested 03/13/2014 Taken By D.TORRES
Delivery PER B.WELCH/REQ 43223 ITB 14-11771-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
35 Foot Tandem Disc Plow	1.000	51,684.8600	EA	51,684.86	05/09/2014
Spec 0129					
				Total Order	
Terms NET DUE ON RECEIPT				51,684.86	

This purchase order encumbers funds in the amount of \$51,684.86 awarded to Hurst Farm Supply Inc. of Lubbock, Texas on March 27, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11771-DT bid form dated March 3, 2014 from Hurst Farm Supply Inc. of Lubbock, Texas. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bidder's Name: Kris Murphy

**City of Lubbock, TX
Purchasing and Contract Management
Tandem Disc Plow
BID FORM**

In compliance with the **Invitation to Bid 14-11771-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 14-11771-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	35 Foot Working Width Tandem Disc Plow per specification 0129	\$ <u>51684.²⁶</u>	\$	<u>4-6 weeks</u>
Model Year, Brand Name and Model Number: <u>2014 Landoll 6230-36</u>						

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

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 Hurst Farm Supply a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: Hurst Farm Supply Address: 4801 Hwy 84
 City: Lubbock State: TX Zip: 79416

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) <u>White</u>

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:

- Name _____ and Manufacture's License No. _____
 - Name _____ and Converter's License No. _____
 - Name _____ and Representative's License No. _____
 - Name Hurst Farm Supply and Franchise Dealer's License No. A8305
- General Distinguishing No. P51292 / P105497X (Franchised TX dealer)

By [Signature] Date: 3/4/14
 Authorized Representative - must sign by hand

Officer Name and Title: Kris Murphy Governmental Sales
 Please Print

Business Telephone Number: 806-766-1209 FAX: 806-762-0209

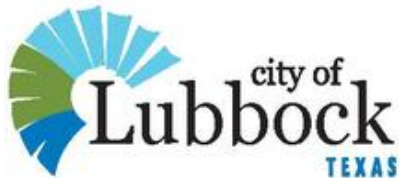
E-mail Address: Kris@hurstfs.com

**City of Lubbock, TX
Land Application
Bid Tabulation
March 27, 2014**

BID 14-11771-DT
Tandem Disc Plow

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended
1	1	EA	35 Foot Working Width Tandem Disc Plow, Spec 0129			
			Hurst Farm Supply (Alternate Bid)	Lubbock, TX	49,701	NQAS
			Hurst Farm Supply	Lubbock, TX	51,684	\$ 51,684
			Abilene New Holland	Abilene, TX	54,900	54,900
			Warren CAT	Lubbock, TX	63,000	63,000

NQAS - Not Quoted as Specified



Regular City Council Meeting

5. 14.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0035 abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.

Item Summary

The March 13, 2014, City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 300.08 square feet tract of land (alley stub) out of Vintage Township, which is located south of 121st Street between Topeka and Trafalgar Avenues. The closure is due to new development in the area. Public Works Engineering and all utility companies are in agreement with the closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Vintage Township

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ALLEY RIGHT-OF-WAY (ALLEY STUB), LOCATED IN VINTAGE TOWNSHIP, 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 right-of-way (alley stub) hereinafter described in the body of this Ordinance is no longer needed for right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for right-of-way 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 right-of-way (alley stub) as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such right-of-way being more particularly described as Exhibit A.

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:



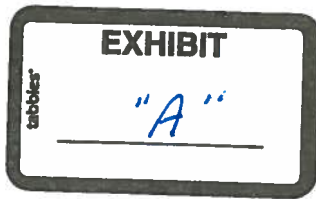
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

Vintage Township.ord
2.19.14



METES & BOUNDS DESCRIPTION of an 300.08 square feet tract out of Vintage Township, Lots 185 - 277, as recorded in County Clerks File Number 2010037938, Official Property Records of Lubbock County, Texas, (OPRLCT) being further described as follows:

BEGINNING at a "Crow's Foot" found cut in concrete, in the Southeasterly line of a 20 foot wide alley, which bears S. 41° 40' 33" E. a distance of 20.00 feet and N. 47° 16' 08" E. a distance of 118.18 feet from a 1/2" iron rod found with cap inscribed "HR & ASSOC" found at the most Southerly corner of Lot 274, said Vintage Township.

THENCE S. 87° 45' 12" E., a distance of 14.15 feet to a 1/2" iron rod with cap inscribed "RPLS 4263" (herein after referred to as an OJD cap) found for a corner of this tract.

THENCE N. 47° 16' 08" E., a distance of 20.00 feet to an OJD cap found for a corner of this tract.

THENCE N. 02° 14' 48" E., a distance of 14.14 feet to an OJD cap found for a corner of this tract.

THENCE S. 47° 16' 05" W., a distance of 40.00 feet to the place of BEGINNING and containing 300.08 square feet of land.


Bearings based on Record Bearings of Lots 185 - 277, Vintage Township.

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 6th day of February, A.D.,
2014.



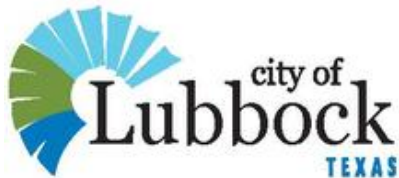

Cyril H. Turner
Registered Professional
Land Surveyor #6460

Proposed Closing of an Alley Stub Located South of 121st Place and Between Topeka and Trafalgar Avenues, Vintage Township 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.





Regular City Council Meeting

5. 15.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0036 abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes two 10-foot underground utility easements located in Section 36, Block AK, which is south of 62nd Street and east of Milwaukee Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures. In the closure process the easement closures will remain as a water line easement.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Section 36, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO 10-FOOT UNDERGROUND UTILITY EASEMENTS LOCATED IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A WATER LINE EASEMENT; 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 PUBLICATON.

WHEREAS, the City Council finds that the two 10-foot underground utility easements as hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and;

WHEREAS, said abandonment shall in no way affect any water line easement which is hereby expressly reserved; NOW THEREFORE:

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

SECTION 1. THAT the two 10-foot underground utility easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easement portions being more particularly described as Exhibit "A" and "B".

SECTION 2. THAT a water line easement is hereby reserved on the property described in Section 1, above, and such water line easement is reserved and retained with the right of ingress and egress at all times for such purpose.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

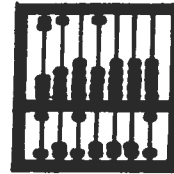


Chad Weaver, Assistant City Attorney

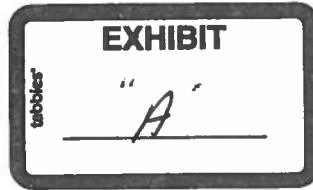
ccdocs/A&C-Section 36,Blk AK.ord
2.4.14

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"



FIELD NOTES on a 4000 square feet tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, and the Southeast corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 681.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 88°10'18" W, 10 feet to the Southwest corner of this tract;

THENCE N 01°49'42" E, 400 feet to the Northwest corner of this tract;

THENCE S 88°10'18" E, 10 feet to a found 1/2" rod with stainless steel cap for the Northeast corner of this tract;

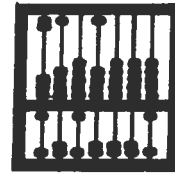
THENCE S 01°49'42" W, along the West line of the 2.755 acre tract 400 feet to the Place of Beginning and containing 4000 square feet including any Right of Way.

December 7, 2012
J. M. Cieszinski, RPLS # 4460

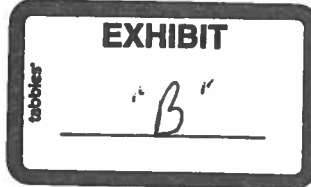


ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"



FIELD NOTES on a 0.359 acre tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southeast corner of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, and the Southwest corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 981.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 01°49'42" E, with the East line of the 2.755 acre tract, 10 feet to a corner of this tract;

THENCE S 88°10'18" E, 720.98 feet to a corner of this tract;

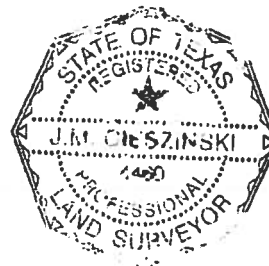
THENCE N 01°50'33" E, 838.30 feet to a corner of this tract;

THENCE S 43°11'41" E, 14.14 feet to point in the West line of proposed Justice Avenue for the Northeast corner of this tract;

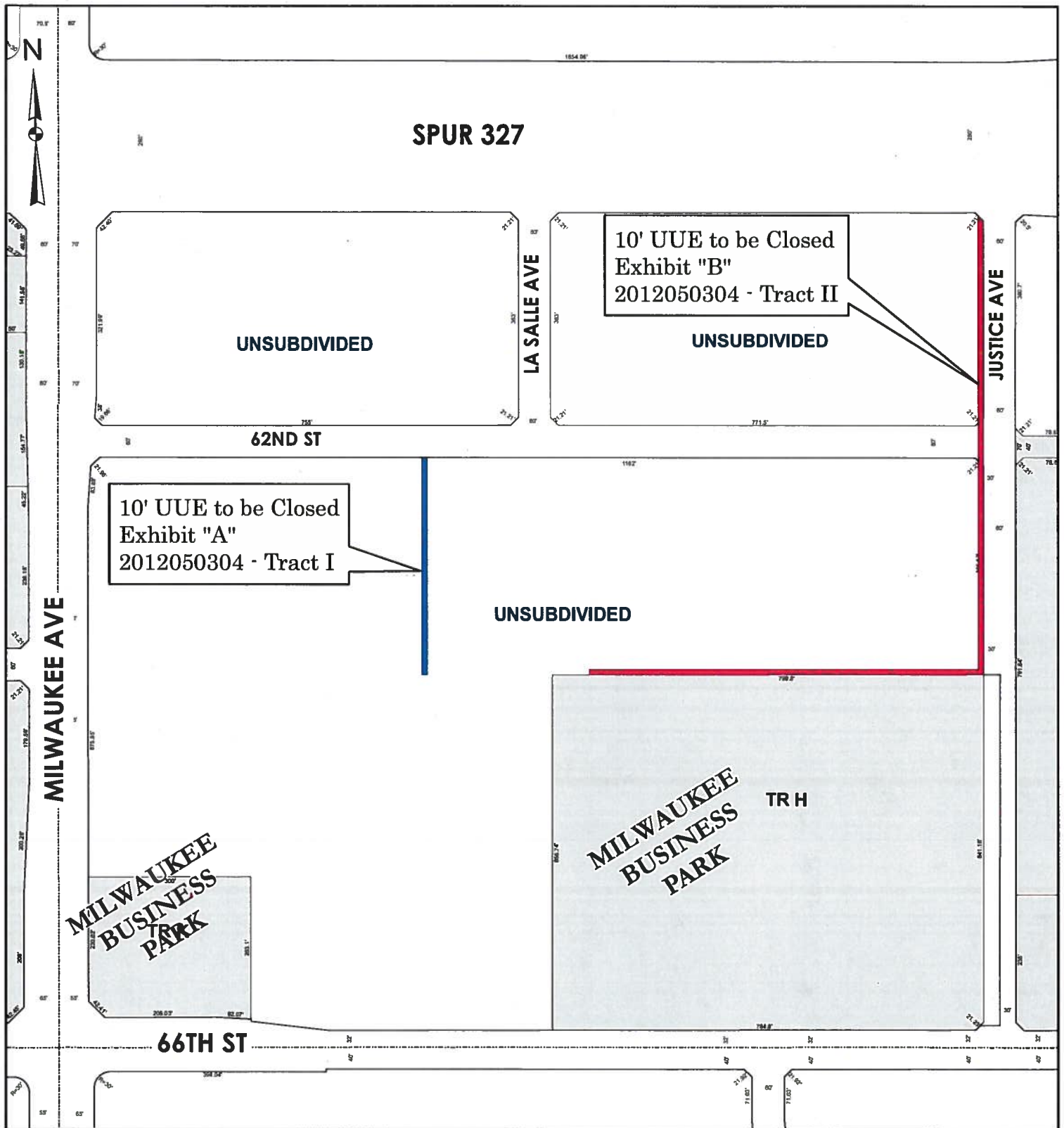
THENCE S 01°50'33" W, 838.31 feet to a set 1/2" rod with stainless steel cap at the Northeast corner of a 12.05 acre tract;

THENCE N 88°10'18" W, with the North line of the 12.05 acre tract, 730.98 feet to the PLACE of BEGINNING containing 0.359 Acres including any Right of Way.

December 7, 2012
J. M. Cieszinski, RPLS # 4460

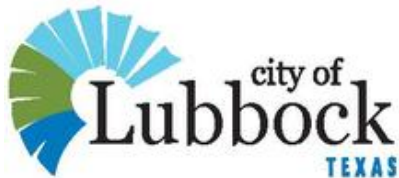


Proposed Closing of 2 - 10' wide Underground Utility Easements
 Located South of Spur 327 and East of Milwaukee Avenue
 as Dedicated in CCFN 2012050304



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Regular City Council Meeting

5. 16.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0037 abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 56-foot temporary drainage easement located in Section 21, Block E-2, which is east of Flint Avenue on proposed 128th Street. Bella Mia Estates plat will be filed in conjunction with the drainage easement closure. Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Section 21, Block E-2

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, 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 abandon the same; NOW THEREFORE:

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

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

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

**A TEMPORARY DRAINAGE EASEMENT TO BE CLOSED
IN SECTION 21, BLOCK E-2,
LUBBOCK COUNTY, TEXAS
PREVIOUSLY RECORDED IN COUNTY CLERK'S FILE NUMBER 2013021033
OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS**

A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, LUBBOCK COUNTY, TEXAS, SAID EASEMENT BEING SITUATED IN THAT CERTAIN 79.909 ACRE TRACT OF LAND CONVEYED TO KPA MINISTRIES, INC., DESCRIBED IN A SPECIAL GUARDIAN'S DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013009266 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID EASEMENT CONTAINS 0.2687 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID PARENT TRACT AND IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2010037777 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS EASEMENT, WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS S. 01° 43' 39" W. A DISTANCE OF 707.33 FEET AND N. 88° 02' 19" W. A DISTANCE OF 2148.39 FEET;

THENCE N. 01° 43' 39" E., ALONG THE WEST LINE OF SAID PARENT TRACT AND THE EAST LINE OF SAID REAL PROPERTY RESOURCES TRACT, A DISTANCE OF 56.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 88° 16' 21" E. A DISTANCE OF 17.38 FEET TO A POINT OF CURVATURE FOR A CORNER OF THIS EASEMENT;

THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 104.00 FEET, SAID CURVE HAVING A RADIUS OF 144.00 FEET, A DELTA ANGLE OF 41° 22' 47", A CHORD DISTANCE OF 101.75 FEET AND A CHORD BEARING OF N. 71° 02' 16" E. TO A POINT OF TANGENCY FOR A CORNER OF THIS EASEMENT;

THENCE N. 50° 20' 53" E. A DISTANCE OF 67.43 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 39° 39' 07" E. A DISTANCE OF 56.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE S. 50° 20' 53" W. A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE FOR A CORNER OF THIS EASEMENT;

THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.44 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 41° 22' 47", A CHORD DISTANCE OF 141.32 FEET AND A CHORD BEARING OF S. 71° 02' 16" W. TO A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

THENCE N. 88° 16' 21" W. A DISTANCE OF 17.38 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83 (CORS 96), AS DETERMINED BY GPS OBSERVATIONS ALONG THE WEST LINE OF SECTION 21, BLOCK E-2, BEING N. 01° 47' 48" E. AS MONUMENTED ON THE GROUND. CONVERGENCE TO TRUE NORTH BEARINGS IS -01° 50' 43". DISTANCES ARE AT SURFACE.

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

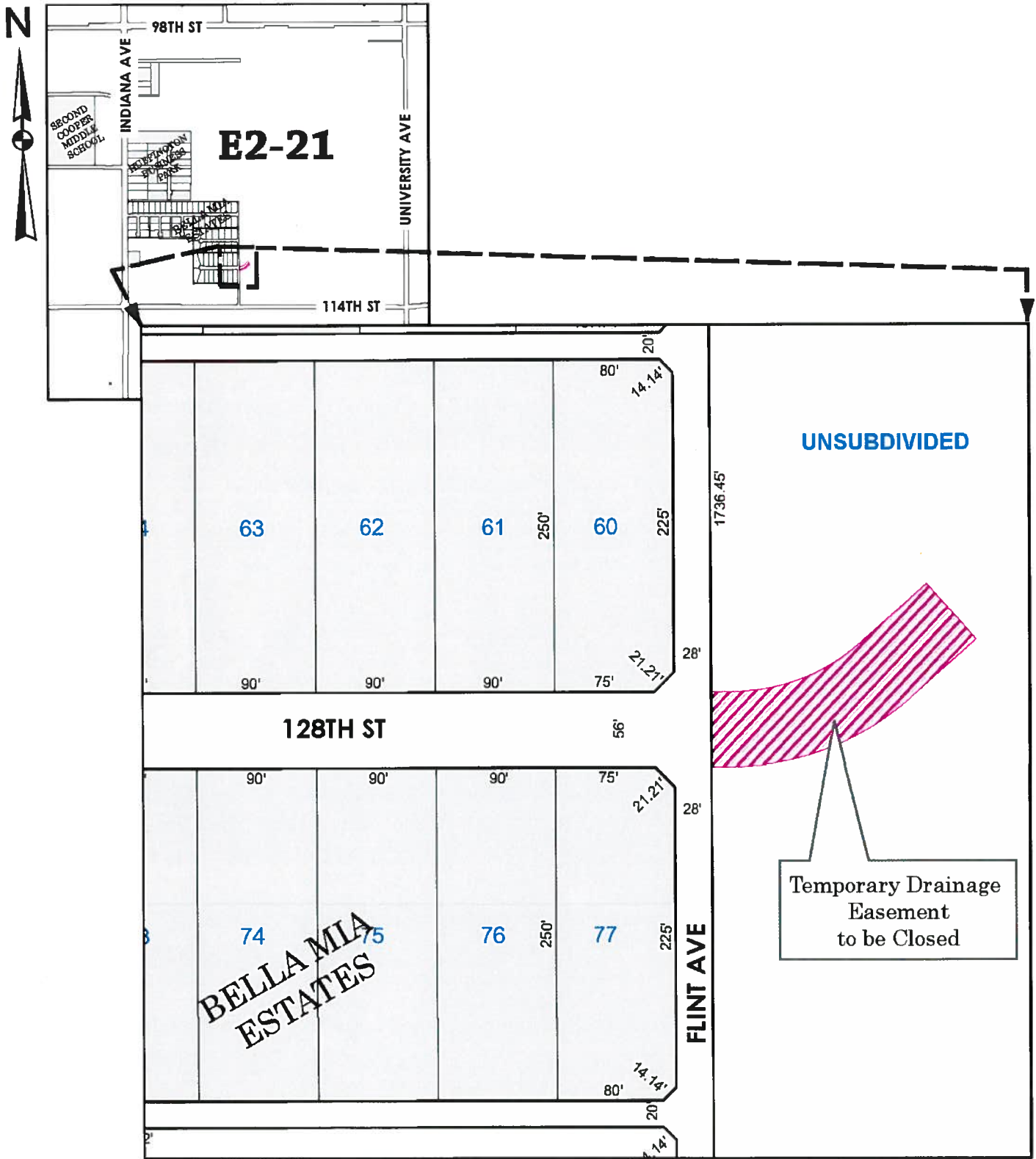
APPROVED AS TO FORM:



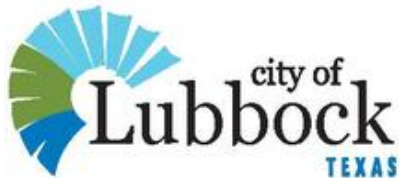
Chad Weaver, Assistant City Attorney

A&C-Easements-Temporary Drainage Easement Sec. 21 Blk E-2.ord
2.26.14

Proposed Closing of a Temporary Drainage Easement (CCFN 2013021038)
 Located East of Flint Avenue at 128th Street, Section 21, Block E-2



As required by SECTION 1 Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Regular City Council Meeting

5. 17.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a temporary drainage easement located in Section 28, Block AK, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a temporary drainage easement located west of the intersection of Justice Avenue and 95th Street. The easement is no longer needed due to new lots being platted in this area of Day Estates.

Storm Water Management Engineering Department is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, Chief Operating Officer

Attachments

Ordinance - Section 28, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT, LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use, and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibit "A".

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:



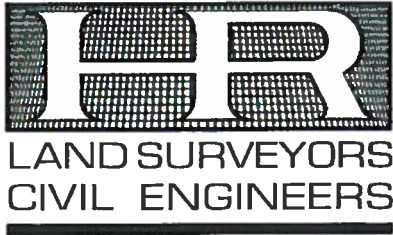
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



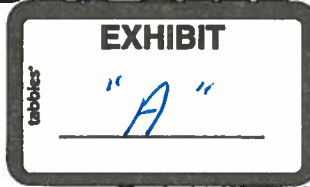
Chad Weaver, Assistant City Attorney

A&C-DEasement, Section 28, Blk AK.ord
3.5.14



HUGO REED AND ASSOCIATES, INC.

LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00



Temporary Drainage Easement

METES AND BOUNDS DESCRIPTION for a 1.449 acre tract of land located in Section 28, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set, which bears N. 01°43'58" E., a distance of 513.06 feet and S. 88°06'09" E., a distance of 1049.09 feet from the Southwest corner of Section 28, Block AK, Lubbock County, Texas;

THENCE N. 01°53'51" E., a distance of 56.00 feet to a 1/2" iron rod with cap set;

THENCE S. 88°06'09" E., a distance of 170.00 feet to a 1/2" iron rod with cap set;

THENCE N. 01°53'51" E., a distance of 145.00 feet to a 1/2" iron rod with cap set at a point of curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of 174.00 feet, a central angle of 21°09'56", tangent lengths of 32.51 feet and a chord distance of 63.91 feet to a 1/2" iron rod with cap set at a point of tangency;

THENCE N. 19°16'05" W., a distance of 105.28 feet to a 1/2" iron rod with cap set;

THENCE S. 88°06'09" E., a distance of 296.58 feet to a 1/2" iron rod with cap found;

THENCE S. 01°53'51" W., a distance of 52.00 feet to a 1/2" iron rod with cap found;

THENCE N. 88°06'09" W., a distance of 220.68 feet to a 1/2" iron rod with cap set;

THENCE S. 19°16'05" E., a distance of 29.38 feet to a 1/2" iron rod with cap set at a point of curvature;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 226.00 feet, a central angle of 21°09'56", tangent lengths of 42.22 feet and a chord distance of 83.01 feet to a 1/2" iron rod with cap set at a point of tangency;

THENCE S. 01°53'51" W., a distance of 145.00 feet to a 1/2" iron rod with cap set;

THENCE S. 88°06'09" E., a distance of 250.00 feet to a 1/2" iron rod with cap set;

THENCE N. 01°53'51" E., a distance of 105.00 feet to a 1/2" iron rod with cap found;

THENCE S. 88°06'09" E., a distance of 52.00 feet to a 1/2" iron rod with cap found;

THENCE S. 01°53'51" W., a distance of 161.00 feet to a 1/2" iron rod with cap set;

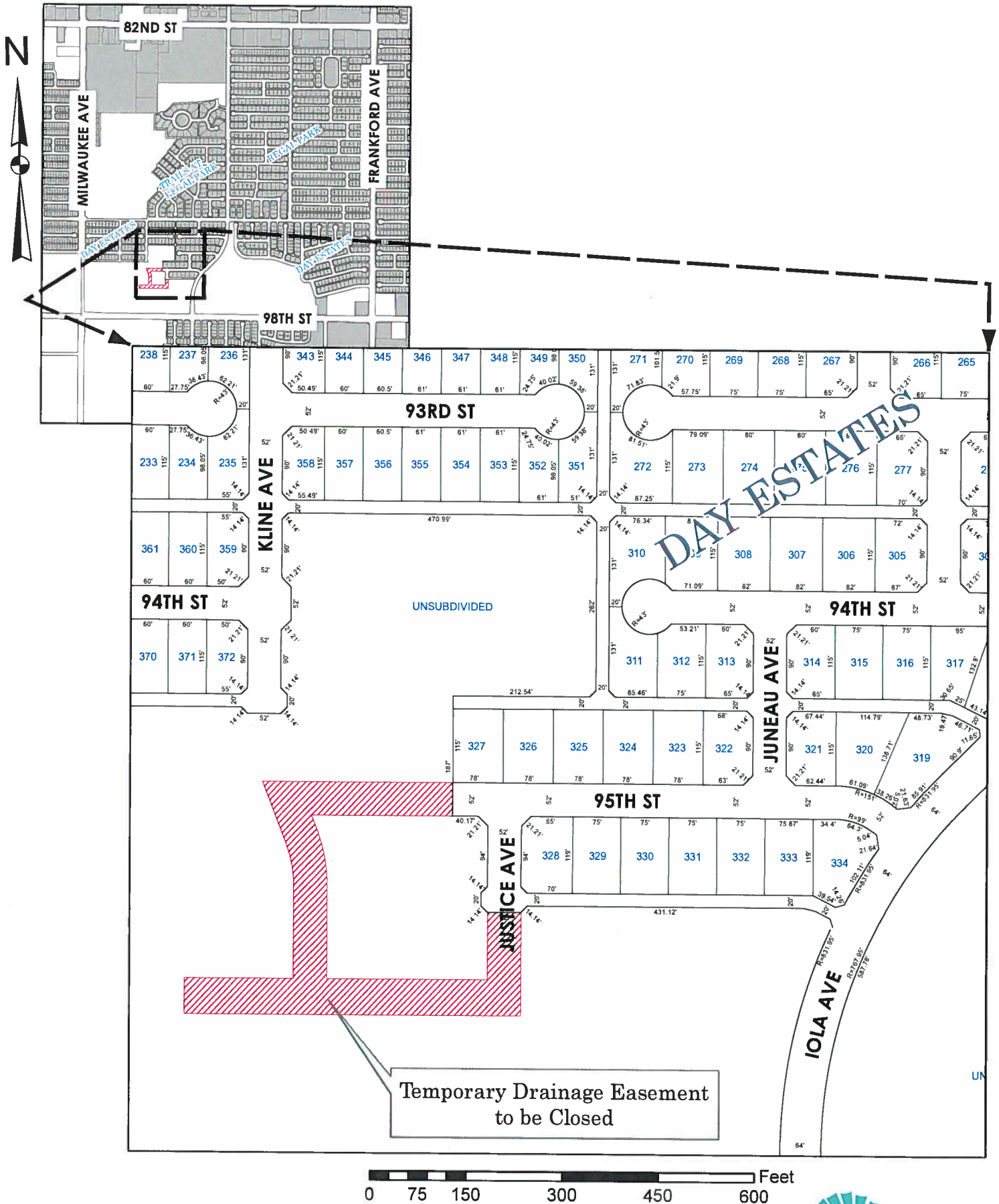
THENCE N. 88°06'09" W., a distance of 524.00 feet to the Point of Beginning.

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.

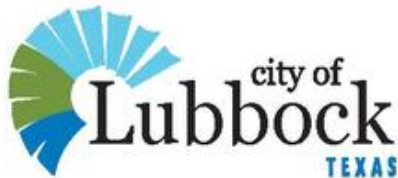
Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas
March 26, 2013



Proposed Closing of a Temporary Drainage Easement (CCFN 2013016232)
 Located West of the Intersection of Justice Avenue & 95th Street, Section 28, Block AK



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Regular City Council Meeting

5. 18.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Frank O. Brown and wife Sarah Jane Brown regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 25, Block JS, 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 \$6,441 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 \$6,441 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Easement - Brown](#)

[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 25, Block JS, Lubbock, Lubbock County, Texas, 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 \$6,441.00 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, Assistant City Attorney

RES.Easement.-Frank Brown
3.6. 2014

EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Frank O. Brown and wife, Sarah Jane Brown, with street address of 8593 Roswell Road, Atlanta, Georgia 30350 and Melinda Fuller, a married woman dealing in her sole and separate property, with a street address of 515 North Zion Street, Landis, North Carolina 28088 and Susan McCabe, a married woman dealing in her sole and separate property, with a street address of 500 Harper Drive, Algonquin, Illinois 60102, hereinafter collectively referred to as Grantor, 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 perpetual easement, servitude and right-of-way, as described herein (hereinafter called the "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.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual Easement to install transmission lines and 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 related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water through, under, upon, over, across and within the Lands. Such perpetual 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 Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

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 and access on and along said Easement granted herein, with the right to ingress and egress and regress to

and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water transportation.

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 commence the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its 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 Lands are located. Grantee will at its sole expense restore the Land as nearly as reasonably possible to its current condition, however, Grantee shall not be required to remove any pipelines or the Pipeline System on the Lands. Should Grantee fail to remove same within 180 days after abandonment, the Pipeline and Pipeline System shall revert to and become property of Grantor

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property. In doing so, Grantee shall not materially interfere with the rights of the Lessee under the Oil, Gas and Mineral Lease dated October 30, 1989, as amended, recorded in Volume 3230 Pages 335-337, Deed Records, Lubbock County, Texas.

6. Grantee shall keep the Easement in good 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, operate, maintain or abandon the Pipeline System on the Easement. 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. Subject to the limitations set forth in this paragraph, the Easement is non-exclusive and Grantor shall at all times have the right to (i) use and enjoy the Easement Lands for any purpose not specifically prohibited herein; (ii) grant easements and rights of way over, under, upon, across and within the Easement Lands to such persons as Grantor deems proper; (iii) construct and maintain improvements upon the Easement Lands; and (iv) construct and maintain irrigation systems and components and water distribution lines to cultivate and service Grantor's property (including the Easement Lands), *provided, however*, (A) no buildings, above ground improvements or reservoirs other than access drives may be constructed upon the Easement Lands, (B) improvements allowed within the Easement Lands (other than drip irrigation lines and overhead irrigation equipment) may not parallel any pipeline(s) located within the Easement Lands, (C) all access drives, power lines, pipelines (other than drip irrigation lines and overhead irrigation systems), and telephone and other telecommunication lines must cross the Easement Lands at no less than a 45° (forty-five degree) angle, (D) underground power lines and any metallic pipelines must have a minimum separation of two feet (2') from all pipelines and must meet industry standards in order not to adversely affect or damage the Pipeline System, and (E) fences constructed by Grantor within the Easement Lands must have gates installed so that Grantee at all times has access over and across the Easement Lands. In the event that Grantor determines to construct (or grant the right to any third party to construct) improvements within the Easement Lands that are not addressed above, Grantor shall provide not less than sixty (60) days prior written notice to Grantee during which time Grantee may have the proposed improvements analyzed by its outside engineers. Grantor shall not construct such improvements until such time as Grantor and Grantee's engineers agree upon a methodology for the construction of such improvements that will not adversely affect the Pipeline System, such agreement not to be unreasonably withheld by either Grantor or Grantee. Grantee covenants and agrees not to interfere with Grantor's rights to cultivate, use and enjoy the lands for any purpose, except as limited herein, provided that any such operation or use by Grantor, or Grantor's heirs, successors or assigns, shall not unreasonably interfere with or endanger the operations or integrity of the Pipeline System.

9. 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 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 Lands, but shall not eliminated Grantee's restoration duties under paragraph 3.

10. Grantor agrees to cooperate and assist Grantee in obtaining an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands, without cost to Grantor.

11. Grantor shall further cooperate and assist Grantee, without cost to Grantor, in obtaining all assurances of title and affidavits which the Grantor may determine are

necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantee. Finally, Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

12. "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. "Grantor" includes the Grantor's successors in title.

13. 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.

14. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

15. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

16. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein, except as to the actual consideration being paid by Grantee to Grantor for the Easement rights. 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.

17. 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.

18. 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 or at a substitute address provided in the same manner. 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.

19. 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.

20. Grantee is aware of the Oil, Gas and Mineral Lease dated October 30, 1989, as amended, recorded in Volume 3230 Pages 335-337, Deed Records, Lubbock County, Texas. Grantee warrants and represents that its construction, use, operation, and maintenance of the Easement as permitted herein will not materially impact the rights of the Lessee under that lease.

21. 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. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

22. 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.

23. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes.

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 20 day of February, 2014 ("Effective Date").

GRANTOR:

Frank O. Brown

Frank O. Brown

Sarah Jane Brown

Sarah Jane Brown

Melinda Fuller

Susan McCabe

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

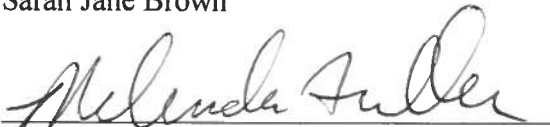
R. Kurt Smith
DIRECTOR OF PUBLIC WORKS

EXECUTED this 20th day of February, 2014 ("Effective Date").

GRANTOR:

Frank O. Brown

Sarah Jane Brown



Melinda Fuller

Susan McCabe

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



DIRECTOR OF PUBLIC WORKS

EXECUTED this 20th day of February, 2014 ("Effective Date").

GRANTOR:

Frank O. Brown

Sarah Jane Brown

Melinda Fuller

Susan McCabe

Susan McCabe

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Reed Smith

DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:



Ryan J. Bigbee, Attorney

STATE OF GEORGIA §
 §
COUNTY OF Fulton §

This instrument was acknowledged before me on Feb 20, 2014, by Frank O. Brown and wife, Sarah Jane Brown.



Mary Bethune

Notary Public, State of Georgia
Mary Bethune

Printed Name of Notary
My commission expires: Sept. 20, 2016

STATE OF NORTH CAROLINA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2014, by Melinda Fuller.

Notary Public, State of North Carolina

Printed Name of Notary
My commission expires: _____

APPROVED AS TO FORM:



Ryan J. Bigbee, Attorney

STATE OF GEORGIA §
 §
COUNTY OF _____ §

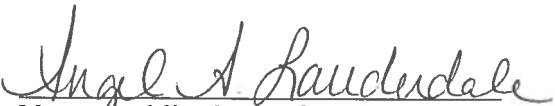
This instrument was acknowledged before me on _____, 2014, by Frank O. Brown and wife, Sarah Jane Brown.

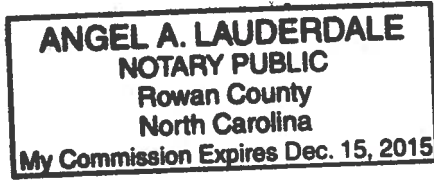
Notary Public, State of Georgia

Printed Name of Notary
My commission expires: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF Rowan §

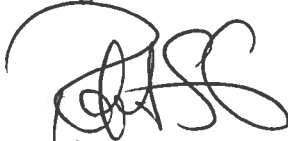
This instrument was acknowledged before me on 2/14/, 2014, by Melinda Fuller.


Notary Public, State of North Carolina
Angel A. Lauderdale
Printed Name of Notary
My commission expires: 12-15-2015



STATE OF ILLINOIS §
COUNTY OF Cook §

This instrument was acknowledged before me on Feb 10, 2014, by Susan McCabe.



Notary Public, State of Illinois

Robert Stawik

Printed Name of Notary

My commission expires: 11-4-2014



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 Perpetual Easement



SCALE : 1"=350'

318.2 ACRES
MARTHA VIRGINIA
FERRIS SANDS
VOL. 2630, PG. 259

110 ACRES
NEWMAN LUSK
VOL. 3690, PG. 41

BAILEY COUNTY WATER PIPELINE
Parcel No. 31 - Permanent Easement
PERIMETER SURVEY OF A 2.161 ACRE
TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

POINT OF BEGINNING

COUNTY ROAD 6300 (GRADED)
NO ROAD EASTMENT
COMMISSIONERS COURT MINUTES
JAN. 16, 1922

Line Table		
Line #	Direction	Length
L1	S88° 09' 26"E	30.00'
L2	S01° 46' 48"W	3137.37'
L3	N88° 16' 22"W	30.00'
L4	N01° 46' 48"E	3137.43'

138 ACRES
FRANK & SARAH BROWN
MELINDA FULLER
SUSAN McCABE
VOL. 1903, PG. 139

90' PUBLIC ACCESS RESERVATION VOL. 1408, PG. 477
10.0 ACRES
LOYE HOLLIS
VOL. 1408, PG. 477
CCF#2011038815

2.36 ACRES
MANUEL CONSTANCIO
NO DOCUMENT FOUND
2.0 ACRES
JUAN & NORMA OLIVARES
VOL. 5928, PG. 45

10.0 ACRES
JUAN & NORMA OLIVARES
VOL. 1407, PG. 297
VOL. 4083, PG. 159

10.0 ACRES
JOSE & GENEVA ESPITIA
VOL. 8658, PG. 268
VOL. 1408, PG. 477

90' PUBLIC ACCESS RESERVATION
10.0 ACRES
BILLY SMITHSON
VOL. 1974, PG. 359

100.14 ACRES
RUSSELL LUSK
CCF#2008024373

8.175 ACRES
DEED OVERLAP AREA
VOL. 1923, PG. 139
CCF#2007048479

60.00 ACRES
TRUMAN K. & TRUMAN O. LEWIS
CCF#2007048479

20.0 ACRES
TRUMAN K. & TRUMAN O. LEWIS
CCF#2007048479

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.
November 8, 2013

John E. Allen
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



- NOTES:
- HEAVY LINES INDICATE PLAT LIMITS.
 - ⊙ - SET 1/2" IRON ROD WITH CAP
 - - FOUND 5/8" IRON ROD
 - ⊙ - FOUND 1/2" IRON PIPE
 - ⊙ - 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

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100876-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-780 FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 31 - Permanent Easement
PERIMETER SURVEY OF A 2.161 ACRE TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 2.161 acre parcel located in Section 25, Block JS, Lubbock County, Texas, being a portion of 138 acre tract described in Volume 1903, Page 139, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7297285.00', East: 911402.79') in the North line of said 138 acre tract and in the South line of a 110 acre tract described in Volume 3690, Page 41, Real Property Records, Lubbock County, Texas, which bears S. 88°09'26" E. a distance of 30.00 from a 5/8" iron rod found at the common corner of Sections 24, 25, 26, and 29, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°09'26" E. along the common line of said 138 acre and 110 acre tracts, also being the common line of said Sections 25 and 24, Block JS, 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°46'48" W. at 20.00 feet pass the South line of a 40.00 foot road easement described in County Commissioners Court Minutes dated January 16, 1922, at 3087.35 feet pass a 1/2" iron rod set in the North line of a 20.0 acre tract described in County Clerk File Number 2007048479, Official Public Records, Lubbock County, Texas, continuing for a total distance of 3137.37 feet to a 1/2" iron rod with cap set in the South line of said 138 acre tract, for the Southeast corner of this parcel;

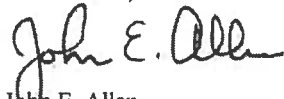
THENCE N. 88°16'22" W. along the South line of said 138 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

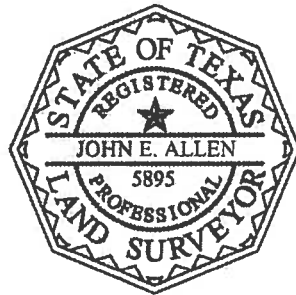
THENCE N. 01°46'48" E. at 50.08 feet pass a 1/2" iron rod with cap set in the North line of said 20.0 acre tract, at 3117.43 feet pass the South line of said 40.00 foot road easement, continuing for a total distance of 3137.43 feet to the Point of Beginning.

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
November 8, 2013


John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1601 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891
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Exhibit B
Legal Description of the Temporary Easement



SCALE: 1"=350'

318.2 ACRES
MARTHA VIRGINIA
FERRIS SANDS
VOL. 2630, PG. 259

110 ACRES
NEWMAN LUSK
VOL. 3690, PG. 41

BAILEY COUNTY WATER PIPELINE
Parcel No. 32 - Temporary Easement
PERIMETER SURVEY OF A 2.161 ACRE
TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

POINT OF BEGINNING

COUNTY ROAD 6300 (GRADED)
ROAD EASEMENT
COMMISSIONERS COURT MINUTES
MAY 16, 1922

Line Table		
Line #	Direction	Length
L1	S88° 09' 26"E	30.00'
L2	S01° 46' 48"W	3137.31'
L3	N88° 16' 22"W	30.00'
L4	N01° 46' 48"E	3137.37'

138 ACRES
FRANK & SARAH BROWN
MELINDA FULLER
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VOL. 1903, PG. 139

90' PUBLIC ACCESS RESERVATION VOL. 1408, PG. 477
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VOL. 4083, PG. 139

10.0 ACRES
JOSE & GENEVA ESPITIA
VOL. 8658, PG. 268

10.0 ACRES
BILLY SMITHSON
VOL. 1974, PG. 359

100.14 ACRES
RUSSELL LUSK
CCF#2008024373

2.178 ACRES
DEED OVERLAP AREA
VOL. 1903, PG. 139
CCF#2007048479

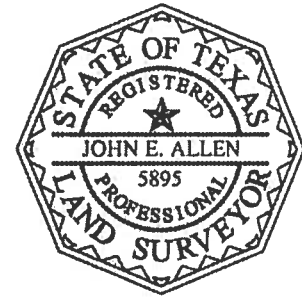
60.00 ACRES
TRUMAN K. & TRUMAN O. LEWIS
CCF#2007048479

20.0 ACRES
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John E. Allen
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Sheet 1 of 2

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CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 32 - Temporary Easement
PERIMETER SURVEY OF A 2.161 ACRE TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

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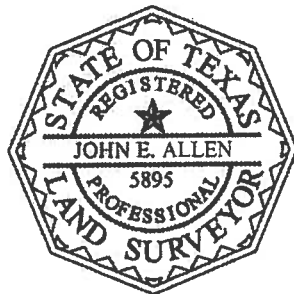
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Surveyed on the ground
November 8, 2013



John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS	1801 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

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**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 36,978
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
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	99,598
BCWF Supply Pipeline Construction - Contract B - Garney Construction	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
 <i>Current Agenda Items- March 27, 2014</i>	
Brown - Section 25, Block JS, Lubbock County	6,441
Lewis - Section 25, Block JS, Lubbock County	22,250
Tigris - Elm Park Tract E, Section 25, Block JS Lubbock County	42,200
Tigris - Elm Park Tract F, Section 25, Block JS Lubbock County	42,200
Hardeberger - Section 33, Block JS, Lubbock County	7,804
Encumbered/Expended to Date	19,835,250
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	6,664,750
Remaining Appropriation	6,664,750
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

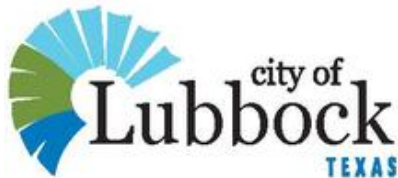
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

5. 19.

Meeting Date: 03/27/2014

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 Truman Kirby Lewis and Truman O. Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 25, Block JS, 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 total consideration of \$22,250 which includes \$9,250 for easement, an estimate of \$12,000 for repairs of agricultural drip irrigation system and \$1,000 for crop reduction, crop loss, restoration and reclamation.

The purchase price is \$22,250 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 \$22,250 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Lewis

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 25, Block JS, Lubbock, Lubbock County, Texas, 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 \$22,250.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

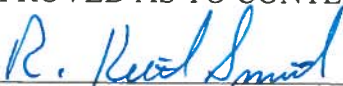
Passed by the City Council on _____.

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, Assistant City Attorney

RES.Easement.-Truman Lewis
3.6. 2014

EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Truman Kirby Lewis, a married man and Truman O. Lewis, a married man, with street address of 5507 27th Street, Lubbock, Texas 79407-3301, hereinafter collectively referred to as GRANTOR, 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 perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "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.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and 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 related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive 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 Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

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 and access on and along said Easement granted herein, with the right to ingress and egress and regress to

and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, 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 commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its 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 Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during construction related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good 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. 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, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of 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 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 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 Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. 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 shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

- A. detouring around natural impediments within the Easement; or
- B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "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.

15. 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.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. 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.

19. 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.

20. 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.

21. 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.

A. 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 Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

- i) 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 and 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 and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.
- ii) 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. 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. Grantor and Grantee acknowledge that there is currently one raw irrigation water supply line located on the southern portion of Grantor's property running from east to west, a segment of which is located on the Easement Lands (the "Supply Line"). The Supply Line is further defined as the "Irrigation Supply Line" on the attached Exhibit C and located on same with such exhibit incorporated herein as if set forth verbatim. Grantee agrees that, if the Supply Line is cut or severed due to the operation of the Pipeline System, same shall be repaired within forty-eight (48) hours of being cut/severed. Other than the obligation to repair the Supply Line hereunder, Grantor shall not receive any compensation as a result of damage, destruction or loss of use relating to the Supply Line.

25. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

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 3rd day of March, 2014 ("Effective Date").

GRANTOR:

Truman Kirby Lewis
Truman Kirby Lewis

Truman O. Lewis
Truman O. Lewis

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:

[Signature]
Ryan J. Bigbee, Attorney

STATE OF Texas §
§
COUNTY OF Lubbock §

This instrument was acknowledged before me on March 3rd, 2014, by Truman Kirby Lewis.

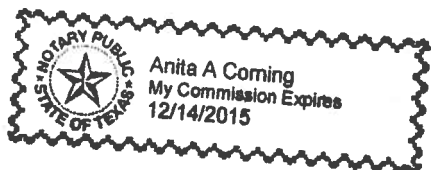


Anita A. Corning
Notary Public, State of Texas

Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

STATE OF Texas §
§
COUNTY OF Lubbock §

This instrument was acknowledged before me on March 3rd, 2014, by Truman O. Lewis.



Anita A. Corning
Notary Public, State of Texas

Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

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
Legal Description of the Perpetual Exclusive Easement



SCALE : 1"=200'

138 ACRES
FRANK & SARAH BROWN, MELINDA FULLER
SUSAN McCABE
VOL. 1903, PG. 139

2.175 ACRES
DEED OVERLAP AREA
VOL. 1903, PG. 139 AND CCF#2007048479

EAST LINE SECTION 25, BLOCK JS
WEST LINE SECTION 25, BLOCK JS

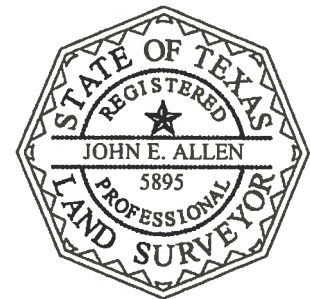
Line Table		
Line #	Direction	Length
L1	N01° 46' 48"E	1815.28'
L2	S88° 09' 26"E	30.00'
L3	S01° 46' 48"W	1815.28'
L4	N88° 09' 26"W	30.00'

BAILEY COUNTY WATER PIPELINE
Parcel No. 29 - Permanent Easement
PERIMETER SURVEY OF A 1.250 ACRE
TRACT LOCATED IN
SECTION 25, 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.
November 8, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



100.14 ACRES, RUSSELL LUSK, CCF#2008024373

60.00 ACRES
TRUMAN K. & TRUMAN O.
LEWIS
CCF#2007048479

20.0 ACRES
TRUMAN K. & TRUMAN O.
LEWIS
CCF#2007048479

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.

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

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
 TEXAS REGISTERED ENGINEERING FIRM F-780 FAX: 806 / 763-3691

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.

POINT OF BEGINNING
OCCUPIED AS COUNTY ROAD 6400
(NO DOCUMENT FOUND)
114.2 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

80.47 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

BAILEY COUNTY WATER PIPELINE
Parcel No. 29 - Permanent Easement
PERIMETER SURVEY OF A 1.250 ACRE TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.250 acre parcel located in Section 25, Block JS, Lubbock County, Texas, being a portion of 20.00 acre tract described in County Clerk File Number 2007048479, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found (North: 7292384.74', East: 911250.51') in the South line of said 20.00 acre tract and in the North line of a 80.47 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, which bears N. 01°46'48" E. a distance of 379.17 and N. 88°09'26" W. a distance of 30.00 feet from a 3/8" iron rod found at the common corner of Sections 8, 15, 25 and 26, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°46'48" E. at 1765.20 feet pass a 1/2" iron rod with cap set in the South line of a 138 acre tract described in Volume 1903, Page 139, Deed Records, Lubbock County, Texas, continuing for a total distance of 1815.28 feet to a 1/2" iron rod with cap set in the North line of said 20.00 acre tract, for the Northwest corner of this parcel;

THENCE S. 88°09'26" 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°46'48" W. at 50.02 feet pass a 1/2" iron rod with cap set in the South line of said 138 acre tract, continuing for a total distance of 1815.28 feet to a 1/2" iron rod with cap found in the common line of said 80.47 and 20.00 acre tracts, for the Southeast corner of this parcel;

THENCE N. 88°09'26" W. along the common line of said 80.47 and 20.00 acre tracts a distance of 30.00 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
November 8, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS	1601 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	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.

Exhibit B
Legal Description of the Temporary Easement

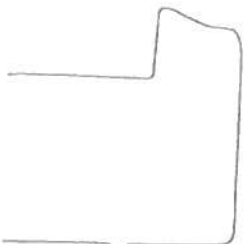


SCALE: 1"=200'

138 ACRES
FRANK & SARAH BROWN, MELINDA FULLER
SUSAN McCABE
VOL. 1903, PG. 139

2.175 ACRES
DEED OVERLAP AREA
VOL. 1903, PG. 139 AND CCF#2007048479

EAST LINE SECTION 26, BLOCK JS
WEST LINE SECTION 26, BLOCK JS



60.00 ACRES
TRUMAN K. & TRUMAN O.
LEWIS
CCF#2007048479

(L1)

(L3)

20.0 ACRES
TRUMAN K. & TRUMAN O.
LEWIS
CCF#2007048479

100.14 ACRES, RUSSELL LUSK, CCF#2008024373

EAST LINE SECTION 26, BLOCK JS
WEST LINE SECTION 26, BLOCK JS

POINT OF BEGINNING

OCCUPIED AS COUNTY ROAD 6400
(NO DOCUMENT FOUND)
114.2 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

(L4)

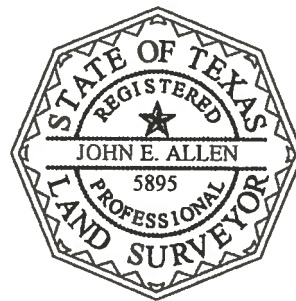
80.47 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

BAILEY COUNTY WATER PIPELINE Parcel No. 30 - Temporary Easement PERIMETER SURVEY OF A 1.250 ACRE TRACT LOCATED IN SECTION 25, 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.
November 8, 2013

John E. Allen
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



- 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.

Line Table		
Line #	Direction	Length
L1	N01° 46' 48"E	1815.28'
L2	S88° 09' 26"E	30.00'
L3	S01° 46' 48"W	1815.28'
L4	N88° 09' 26"W	30.00'

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

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
 TEXAS REGISTERED ENGINEERING FIRM F-760 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. 30 - Temporary Easement
PERIMETER SURVEY OF A 1.250 ACRE TRACT LOCATED IN
SECTION 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.250 acre parcel located in Section 25, Block JS, Lubbock County, Texas, being a portion of 20.00 acre tract described in County Clerk File Number 2007048479, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found (North: 7292383.77', East: 911280.50') in the South line of said 20.00 acre tract and in the North line of a 80.47 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, which bears N. 01°46'48" E. a distance of 379.17 and N. 88°09'26" W. a distance of 60.00 feet from a 3/8" iron rod found at the common corner of Sections 8, 15, 25 and 26, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°46'48" E. at 1765.26 feet pass a 1/2" iron rod with cap set in the South line of a 138 acre tract described in Volume 1903, Page 139, Deed Records, Lubbock County, Texas, continuing for a total distance of 1815.28 feet to a 1/2" iron rod with cap set in the North line of said 20.00 acre tract, for the Northwest corner of this parcel;

THENCE S. 88°09'26" E. a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

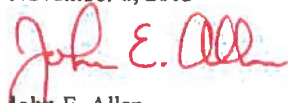
THENCE S. 01°46'48" W. at 49.96 feet pass a 1/2" iron rod with cap set in the South line of said 138 acre tract, continuing for a total distance of 1815.28 feet to a 1/2" iron rod with cap found in the common line of said 80.47 and 20.00 acre tracts, for the Southeast corner of this parcel;

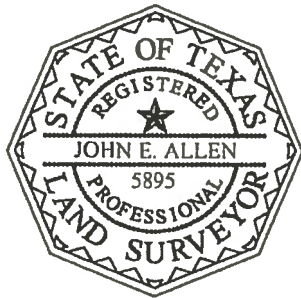
THENCE N. 88°09'26" W. along the common line of said 80.47 and 20.00 acre tracts a distance of 30.00 feet to the Point of Beginning.

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
November 8, 2013


John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



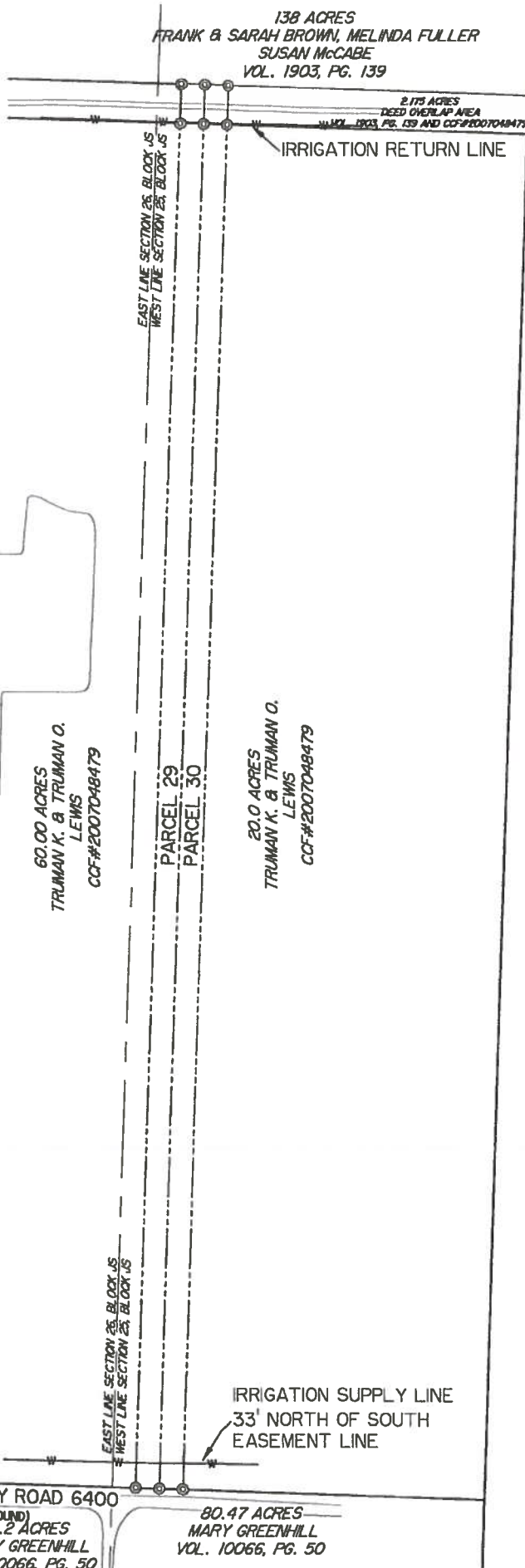
Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1601 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891
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Exhibit C
Supply Line



SCALE: 1"=200'

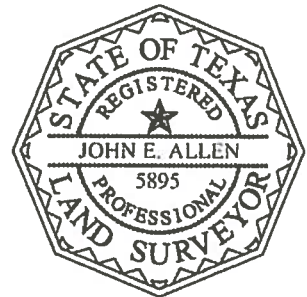


BAILEY COUNTY WATER PIPELINE
 Parcel No. 29 and 30
 Irrigation Lines Location
 SURVEY LOCATED IN
SECTION 25, BLOCK JS
 LUBBOCK COUNTY, TEXAS

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.
 February 25, 2014

John E. Allen
 John E. Allen
 Registered Professional
 Land Surveyor No. 5895
 State of Texas



- NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ⊙ - FOUND 1/2" IRON ROD WITH CAP
 ——— - IRRIGATION LINES

This survey depicts the location of irrigation lines and relies solely on the location information provided on the ground by Gary Lewis on February 25, 2014. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 783-5642
 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 783-3891

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**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 36,978
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
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	99,598
BCWF Supply Pipeline Construction - Contract B - Garney Construction	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
 <i>Current Agenda Items- March 27, 2014</i>	
Brown - Section 25, Block JS, Lubbock County	6,441
Lewis - Section 25, Block JS, Lubbock County	22,250
Tigris - Elm Park Tract E, Section 25, Block JS Lubbock County	42,200
Tigris - Elm Park Tract F, Section 25, Block JS Lubbock County	42,200
Hardeberger - Section 33, Block JS, Lubbock County	7,804
Encumbered/Expended to Date	19,835,250
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	6,664,750
Remaining Appropriation	6,664,750
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

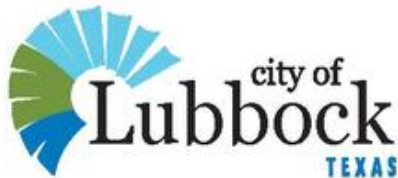
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

5. 20.

Meeting Date: 03/27/2014

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 Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park Tract E, in Section 25, Block JS, 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 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 \$42,200 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 \$42,200 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Easement - Tract E](#)

[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 Elm Park Addition, Tract E, Lubbock, Lubbock County, Texas, 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 \$42,200.00 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, Assistant City Attorney

RES.Easement.-Tigris Dev-ElmPk, Tr E-Parcel 10
3.6. 2014

EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Subject to the terms and provisions herein, TIGRIS DEVELOPMENT, LLC (the “Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it paid by the City of Lubbock, Texas (the “Grantee”), has by these presents **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, its respective representatives, successors and assigns, an exclusive perpetual easement, subject to the limitations herein (the “Easement”) through, over, under, upon, across and within the land, described in Exhibit A (hereinafter called the “Lands” or “Easement Lands”) situated in Lubbock County, Texas for: (i) an underground pipeline (the “Pipeline”) to be used for the underground transportation of water and/or waste water within the Pipeline beneath the Easement Lands; and (ii) right to place of one or more pipeline markers, manholes and manhole covers and vents upon the surface of the Easement Lands used in connection with the said Pipeline; and (iii) right to place conduit and systems communications lines below the surface of Easement Lands. Other than pipeline markers, manholes and manhole covers and vents there may not be any above ground appurtenances related to the Easement (“Permitted Uses”). This Easement is granted together with the rights of ingress, egress and regress at any and all times to accomplish the following purposes: surveying, constructing, reconstructing, operating, installing, repairing, inspecting, altering, relocating, replacing and perpetually maintaining the Pipeline, pipeline markers manholes and manhole covers, conduits, vents and system communication lines associated with the Pipeline.

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 only for the purposes herein noted.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee’s ability, 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 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 commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline. 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 Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees any and all trees, dirt, raw materials, timber, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property and disposed of properly.

6. Grantee shall keep the Easement in good order, condition and repair.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline on the Easement. 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 and thereafter for any work related to the Pipeline Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences.

9. The Easement Lands are part of a greater tract of land upon which Grantor is developing. As such, Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Lands for any and all purposes that do not unreasonably interfere with the use or enjoyment of the Easement by Grantee, which such purposes specifically include, but are not limited to, the right to use the Easement Lands for parking, covered parking, landscaping, pedestrian and vehicular ingress and egress and the right to erect, construct and place covered parking, fences and gates upon the Easement Lands as part of a greater project from the development. Notwithstanding the foregoing, no permanent building that could be physically occupied by people upon the Easement Lands may be erected, built, placed or constructed upon the Easement Lands and should such building be erected, built, placed or constructed, it is understood that the Grantee shall have the right to remove said building from the Easement Lands. In addition to the foregoing, Grantee and Grantor acknowledge that the Improvements (the "Improvements" being, paving, parking, fences, gates, curb and gutter and landscaping) over, upon, across and within the Easement Lands, may be placed within the Easement Lands provided; however, the placement of such Improvements is made with the express understanding that Grantee shall, at all

times, be granted reasonable access to and from the Easement Lands to accomplish this Easement's purposes along with the right of Grantee to remove or alter such Improvements within the Easement Lands should it be necessary for accomplishing this Easement's purposes and Grantor shall not receive any compensation for damage, destruction or removal of the Improvements by Grantee as called for herein. The foregoing notwithstanding, it is understood and agreed that except in the case of an emergency or necessity: (i) Grantee will make reasonable efforts to coordinate and work with Grantor, its successors and assigns so that there will be a minimal adverse impact on the Improvements when accomplishing this Easement's purposes; and (ii) subject to the terms and provisions herein, Grantor, its successors and assigns will have the right to reconstruct and place the Improvements over, upon, across and within the Easement Lands after any alteration or removal of the same by 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 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 Lands.

11. The Easement granted hereby is subject to all valid and subsisting oil, gas, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

12. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantee. 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 Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands as herein described.

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, 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.

A. 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 Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

- i) 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 and 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 and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline and Grantee's Easement.
- ii) 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.

21. 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. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline and Grantee's Easement.

22. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes..

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.

EXECUTED this 17th day of February, 2014 ("Effective Date").

GRANTOR:

TIGRIS DEVELOPMENT, LLC, a Texas limited liability company

By: 
Ty W. Craft, Manager

GRANTEE:

The City of Lubbock

By: _____
Name: _____
Title: _____

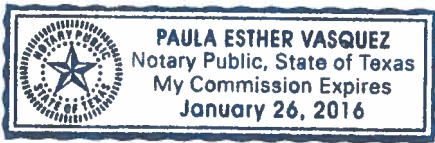
ATTEST:

Rebecca Garza, City Secretary

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 17th day of February, 2014, by Ty W. Craft, a Manager of **TIGRIS DEVELOPMENT, LLC** a Texas limited liability company, on behalf and as the act of said limited liability company for the purposes and consideration expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of February, 2014.



[Signature]
Notary Public, State of Texas

APPROVED AS TO CONTENT:

[Signature]
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

[Signature]
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by _____,

Notary Public, State of Texas

Printed Name of Notary
My commission expires: _____

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

Legal Description consisting of two sheets is attached hereto.

BAILEY COUNTY WATER PIPELINE - Parcel No. 10
 PERIMETER SURVEY OF A 0.316 ACRE TRACT LOCATED IN
 TRACT E

ELM PARK

AN ADDITION TO THE CITY OF LUBBOCK
 LUBBOCK COUNTY, TEXAS

SCALE: 1"=200'

30' RIGHT-OF-WAY BY FLAT
 QUINCY AVENUE

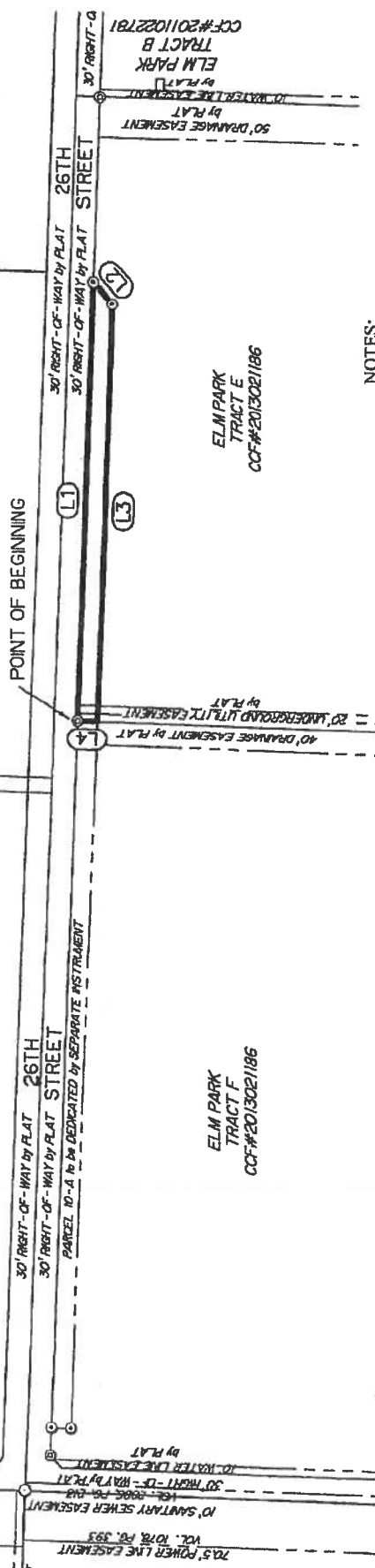
80' POWER LINE EASEMENT
 VOL. 107A, PG. 403

Line Table		
Line #	Direction	Length
L1	S88° 07' 55"E	562.54'
L2	S44° 52' 05"W	35.36'
L3	N88° 07' 55"W	537.55'
L4	N01° 53' 09"E	25.00'

LOT 1
 COMMANDERS ADDITION
 VOL. 1349, PG. 259

LOT 2
 COMMANDERS ADDITION
 LOTS 2-7
 VOL. 1355, PG. 618

4.04 ACRES
 TOWN WEST BAPTIST CHURCH
 VOL. 3455, PG. 277



NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ○ - SET 1/2" IRON ROD WITH CAP
 ● - FOUND 1/2" IRON ROD
 ○ - FOUND 5/8" IRON ROD

A legal description of even survey date
 herewith accompanies this plat of survey.

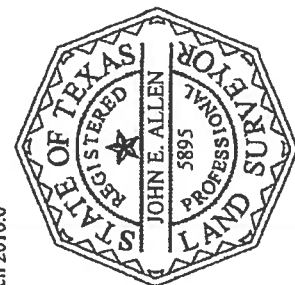
Note: No abstract of title or title commitment was provided to
 this surveyor. Record research done by this surveyor was made
 only for the purpose of determining the boundary of this
 property and of the adjoining parcels. Record documents other
 than those shown on this survey may exist and encumber this
 property.

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 13, 2013

John E. Allen

John E. Allen
 Registered Professional
 Land Surveyor No. 5895
 State of Texas



Sheet 1 of 2

HR 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 G# # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE - Parcel No. 10
PERIMETER SURVEY OF A 0.316 ACRE TRACT LOCATED IN
TRACT E
ELM PARK
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.316 acre parcel located in Tract E, of Tracts "C" through "H" & Tracts "J" through "R", Elm Park, an Addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2013021186, Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273390.29', East: 914244.06') at the common North corner of said Tracts E and F, Elm Park, and in the South line of a 30.00 foot right-of-way dedication for 26th Street as described in county Clerk File Number 2013021186, Official Public Records of Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°07'55" E. along the South line of said 30.00 foot right-of-way of 26th Street and the North line of said Tract E, Elm Park, for distance of 562.54 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 46°52'05" W. a distance of 35.36 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°07'55" W. a distance of 537.55 feet to a point in the West line of said Tract E, Elm Park, and the East line of said Tract F, Elm Park, for the Southwest corner of this parcel;

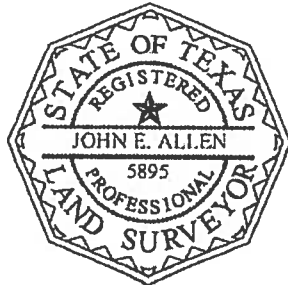
THENCE N. 01°53'09" E. a distance of 25.00 feet to the Point of Beginning.

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 13, 2013

John E. Allen
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR	HUGO REED
AND ASSOCIATES, INC.	
LAND SURVEYORS	1601 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00	PHONE: 808 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 808 / 763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GP # and any other identifiers as indicated in the certificate shown hereon.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 36,978
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
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	99,598
BCWF Supply Pipeline Construction - Contract B - Garney Construction	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
 <i>Current Agenda Items- March 27, 2014</i>	
Brown - Section 25, Block JS, Lubbock County	6,441
Lewis - Section 25, Block JS, Lubbock County	22,250
Tigris - Elm Park Tract E, Section 25, Block JS Lubbock County	42,200
Tigris - Elm Park Tract F, Section 25, Block JS Lubbock County	42,200
Hardeberger - Section 33, Block JS, Lubbock County	7,804
Encumbered/Expended to Date	19,835,250
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	6,664,750
Remaining Appropriation	6,664,750
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

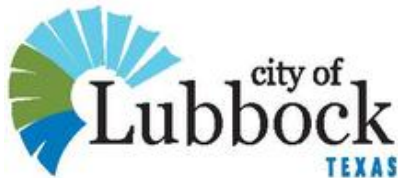
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

5. 21.

Meeting Date: 03/27/2014

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 Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park, Tract F, in Section 25, Block JS, 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 \$42,200 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 \$42,200 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Elm Park Addition

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 Elm Park Addition, Tract F, Lubbock, Lubbock County, Texas, 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 \$42,200.00 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, Assistant City Attorney

RES.Easement.-Tigris Dev-ElmPk, Tr F-Parcel 10A
3.6. 2014

EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Subject to the terms and provisions herein, TIGRIS X, LTD. (the “Grantor”), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it paid by the City of Lubbock, Texas (the “Grantee”), has by these presents **GRANTED, BARGAINED, SOLD and CONVEYED**, and by these presents does hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, its respective representatives, successors and assigns, an exclusive perpetual easement, subject to the limitations herein (the “Easement”) through, over, under, upon, across and within the land, described in Exhibit A (hereinafter called the “Lands” or “Easement Lands”) situated in Lubbock County, Texas for: (i) an underground pipeline (the “Pipeline”) to be used for the underground transportation of water and/or waste water within the Pipeline beneath the Easement Lands; and (ii) right to place of one or more pipeline markers, manholes and manhole covers and vents upon the surface of the Easement Lands used in connection with the said Pipeline; and (iii) right to place conduit and systems communications lines below the surface of Easement Lands. Other than pipeline markers, manholes and manhole covers and vents there may not be any above ground appurtenances related to the Easement (“Permitted Uses”). This Easement is granted together with the rights of ingress, egress and regress at any and all times to accomplish the following purposes: surveying, constructing, reconstructing, operating, installing, repairing, inspecting, altering, relocating, replacing and perpetually maintaining the Pipeline, pipeline markers manholes and manhole covers, conduits, vents and system communication lines associated with the Pipeline.

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:

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2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee’s ability, 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 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 commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline. 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 Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees any and all trees, dirt, raw materials, timber, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property and disposed of properly.

6. Grantee shall keep the Easement in good order, condition and repair.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline on the Easement. 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 and thereafter for any work related to the Pipeline Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences.

9. The Easement Lands are part of a greater tract of land upon which Grantor is developing and planning a gated apartment and/or condominium community. As such, Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Lands for any and all purposes that do not unreasonably interfere with the use or enjoyment of the Easement by Grantee, which such purposes specifically include, but are not limited to, the right to use the Easement Lands for parking, covered parking, landscaping, pedestrian and vehicular ingress and egress and the right to erect, construct and place covered parking, fences and gates upon the Easement Lands. Notwithstanding the foregoing, no permanent building that could be physically occupied by people upon the Easement Lands may be erected, built, placed or constructed upon the Easement Lands and should such building be erected, built, placed or constructed, it is understood that the Grantee shall have the right to remove said building from the Easement Lands. In addition to the foregoing, Grantee and Grantor acknowledge that the improvements over, upon, across and within the Easement Lands shown and depicted on Exhibit B (the "Improvements" being, paving, parking, fences, gates, curb and gutter and landscaping), may be placed within the Easement Lands provided; however, the placement of such Improvements is made with the express

understanding that Grantee shall, at all times, be granted reasonable access to and from the Easement Lands to accomplish this Easement's purposes along with the right of Grantee to remove or alter such Improvements within the Easement Lands should it be necessary for accomplishing this Easement's purposes and Grantor shall not receive any compensation for damage, destruction or removal of the Improvements by Grantee as called for herein. The foregoing notwithstanding, it is understood and agreed that except in the case of an emergency or necessity: (i) Grantee will make reasonable efforts to coordinate and work with Grantor, its successors and assigns so that there will be a minimal adverse impact on the Improvements when accomplishing this Easement's purposes; and (ii) subject to the terms and provisions herein, Grantor, its successors and assigns will have the right to reconstruct and place the Improvements over, upon, across and within the Easement Lands after any alteration or removal of the same by 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 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 Lands.

11. The Easement granted hereby is subject to all valid and subsisting oil, gas, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

12. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantee. 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 Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands as herein described.

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, 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.

A. 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 Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) 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 and 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 and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline and Grantee's Easement.

ii) 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.

21. 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. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline and Grantee's Easement.

22. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes.

23. **FIRST BANK & TRUST**, holder of a lien of record against the above referenced property, joins in the granting of this easement for the sole purpose of showing its assent thereto, and that it has no objection to the granting of the easement, and it hereby subordinates its lien upon the tract embraced within the easement as above described to the rights granted herein.

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.

EXECUTED this 17th day of February, 2014 ("Effective Date").

GRANTOR:

TIGRIS X, LTD., a Texas limited partnership

By: Tigris Properties, LLC, a Texas limited liability company, its General Partner

By: 
Ty W. Craft, Manager

GRANTEE:

The City of Lubbock

By: _____


Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

FIRST BANK & TRUST

By: 
Printed Name: Alex O.
Title: VP

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 17th day of February, 2014, by Ty W. Craft, a Manager of TIGRIS PROPERTIES, LLC, a Texas limited liability company, the sole General Partner of TIGRIS X, LTD., a Texas limited partnership, on behalf and as the act of said limited liability company and said limited partnership for the purposes and consideration expressed.



[Signature]
Notary Public, State of Texas

APPROVED AS TO CONTENT:

R. Keel Smith
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

[Signature]
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2014, by _____,

Notary Public, State of Texas

Printed Name of Notary
My commission expires: _____

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: _____

THE STATE OF TEXAS §
COUNTY OF Lubbock §

This instrument was acknowledged before me on the 24 day of March, 2014, by Karen Stewart of FIRST BANK & TRUST on behalf of said Bank for the purposes expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of March, 2014.



Karen Stewart
Notary Public, State of Texas

Exhibit "A"

Legal Description

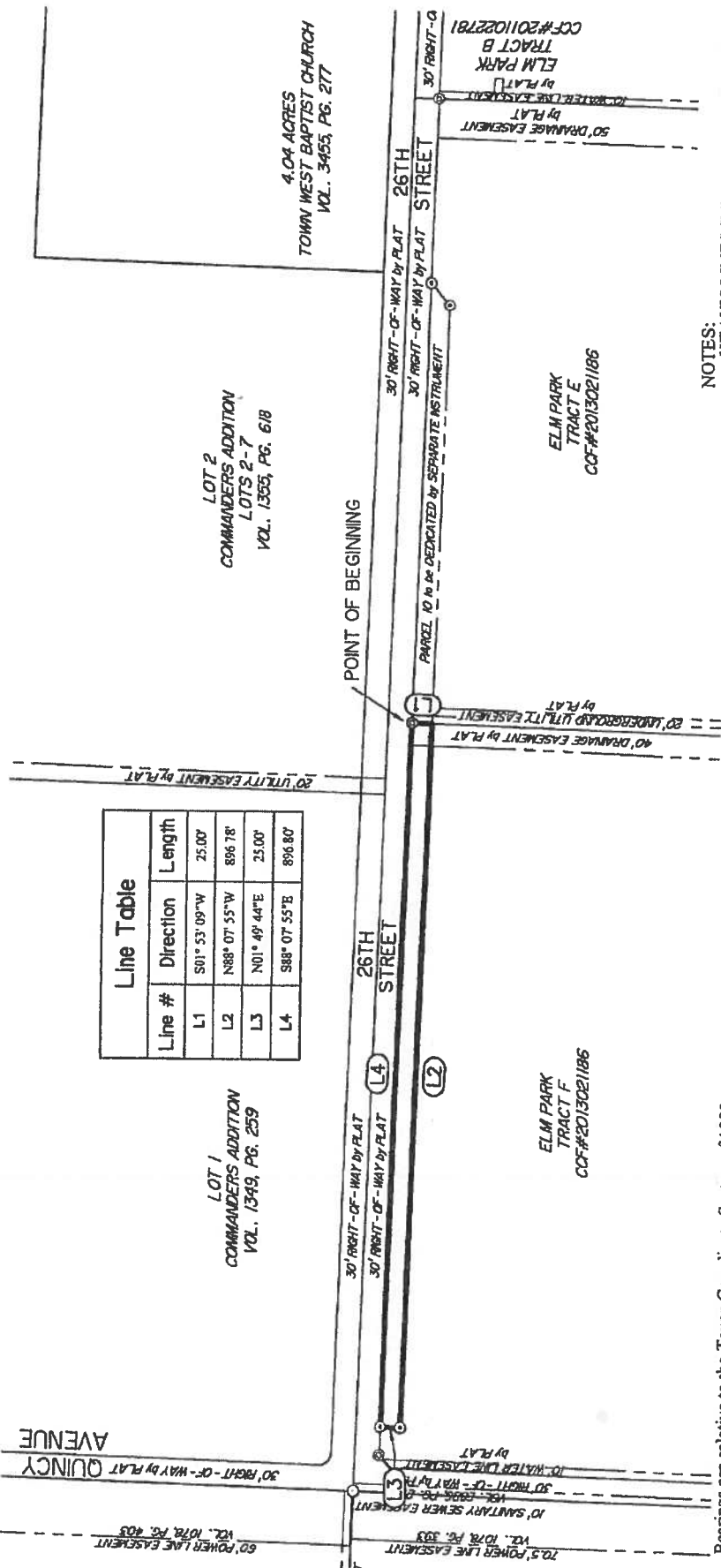
Legal Description consisting of two sheets is attached hereto.

BAILY COUNTY WATER PIPELINE - Parcel No. 10-A
 PERIMETER SURVEY OF A 0.515 ACRE TRACT LOCATED IN
 TRACT F

ELM PARK

AN ADDITION TO THE CITY OF LUBBOCK
 LUBBOCK COUNTY, TEXAS

SCALE: 1"=200'



Line Table		
Line #	Direction	Length
L1	S01° 53' 09" W	25.00'
L2	N88° 07' 55" W	896.78'
L3	N01° 49' 44" E	25.00'
L4	S88° 07' 55" E	896.80'

LOT 2
 COMMANDERS ADDITION
 LOTS 2-7
 VOL. 1355, PG. 618

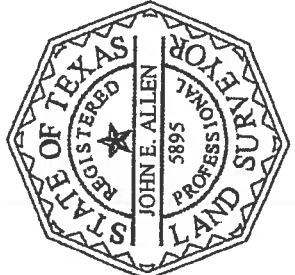
LOT 1
 COMMANDERS ADDITION
 VOL. 1349, PG. 259

ELM PARK
 TRACT E
 CCF#2013021186

ELM PARK
 TRACT F
 CCF#2013021186

NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ○ - SET 1/2" IRON ROD WITH CAP
 ● - FOUND 1/2" IRON ROD
 ○ - FOUND 5/8" IRON ROD

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.



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 13, 2013

 John E. Allen
 Registered Professional
 Land Surveyor No. 5895
 State of Texas

A legal description of even survey data herewith accompanies this plat of survey.

Sheet 1 of 2

HR HUGO REED
 AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1801 AVENUE N
 LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYOR #100916-00
 PHONE: 806 / 783-5842
 FAX: 806 / 783-5842
 TEXAS REGISTERED ENGINEERING FIRM # F-900
 Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GP # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE - Parcel No. 10-A
PERIMETER SURVEY OF A 0.515 ACRE TRACT LOCATED IN
TRACT F
ELM PARK
AN ADDITION TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.515 acre parcel located in Tract F, of Tracts "C" through "H" & Tracts "J" through "R", Elm Park, an Addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2013021186, Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273390.29', East: 914244.06') at the common North corner of said Tracts E and F, Elm Park, and in the South line of a 30.00 foot right-of-way dedication for 26th Street as described in county Clerk File Number 2013021186, Official Public Records of Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°53'09" W. along the common line of said Tracts E and F, Elm Park, a distance of 25.00 feet to a point, for the Southeast corner of this parcel;

THENCE N. 88°07'55" W. a distance of 896.78 feet to a 1/2" iron rod with cap set, for the Southwest corner of this parcel;

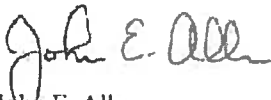
THENCE N. 01°49'44" E. a distance of 25.00 feet to a 1/2" iron rod with cap set in the South line of said 30.00 foot right-of-way of 26th Street and the North line of said Tract F, Elm Park, for the Northwest corner of this parcel;

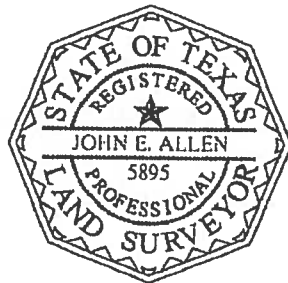
THENCE S. 88°07'55" E. along the South line of said 30.00 foot right-of-way of 26th Street and the North line of said Tract F, Elm Park, a distance of 896.80 feet to the Point of Beginning.

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 13, 2013


John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

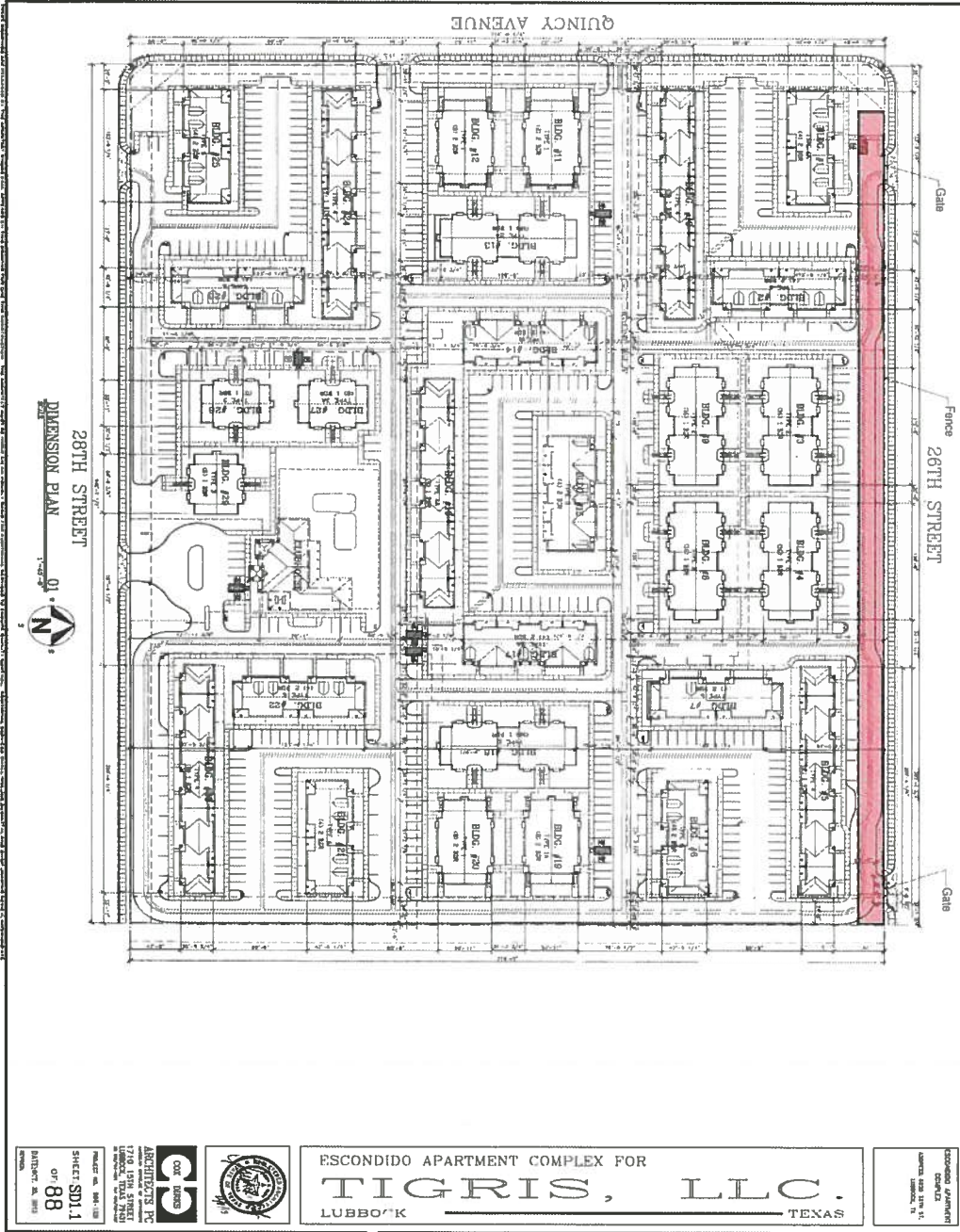


Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS	1601 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5842
TEXAS REGISTERED ENGINEERING FIRM F-760	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.

Exhibit "B"
Improvements



**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 36,978
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
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	99,598
BCWF Supply Pipeline Construction - Contract B - Garney Construction	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
<i>Current Agenda Items- March 27, 2014</i>	
Brown - Section 25, Block JS, Lubbock County	6,441
Lewis - Section 25, Block JS, Lubbock County	22,250
Tigris - Elm Park Tract E, Section 25, Block JS Lubbock County	42,200
Tigris - Elm Park Tract F, Section 25, Block JS Lubbock County	42,200
Hardeberger - Section 33, Block JS, Lubbock County	7,804
Encumbered/Expended to Date	19,835,250
<i>Estimated Costs for Remaining Appropriation</i>	
Construction	6,664,750
Remaining Appropriation	6,664,750
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

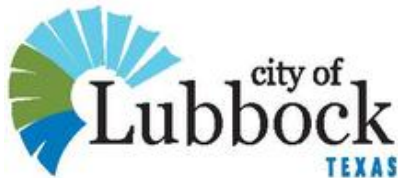
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

5. 22.

Meeting Date: 03/27/2014

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 George Hardberger regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 33, Block JS, 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 \$7,804 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 \$7,804 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Hardberger

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 33, Block JS, Lubbock, Lubbock County, Texas, 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 \$7,804.00 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:

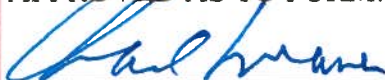


R. Keith Smith, P.E., Director of Public Works



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

RES.Easement.Hardberger
March 11, 2014

EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

George Hardberger, with mailing address of Post Office Box 1219, Lubbock, Texas 79408, hereinafter referred to as GRANTOR, 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 perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "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.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement 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 related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive 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 Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

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 and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right

to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, 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 commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its 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 Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. 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 site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good 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. 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, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of 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 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 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 Lands.

11. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. 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 shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

- A. detouring around natural impediments within the Easement; or
- B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "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.

15. 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.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. 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.

19. 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.

20. 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.

21. 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.

A. 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 Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) 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 and 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 and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) 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. 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. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. Subject to the limitations set forth herein, the Easement is non-exclusive and Grantor shall at all times have the right to (i) use and enjoy the Easement for any purpose not specifically prohibited herein; (ii) grant easements and rights of way over, under, upon, across and within the Easement to such persons as Grantor deems proper; (iii) construct and maintain improvements upon the Easement; and (iv) construct and maintain irrigation systems (including drip and overhead irrigation systems) and components and water distribution lines to cultivate and service Grantor's property (including the Easement), *provided, however*, (A) no buildings or reservoirs may be constructed upon the Easement, (B) improvements (other than drip irrigation lines, overhead irrigation equipment, streets, roads and alleys) may not parallel the pipeline within the Easement, (C) all power lines, pipelines (other than drip irrigation lines and overhead irrigation systems), and telephone and other telecommunication lines must cross the Easement at no less than a 90° (ninety degree) angle, (D) underground power lines and any metallic pipelines (excluding irrigation water lines and water distribution lines used to service Grantor's property) 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, and (E) fences constructed by Grantor within the Easement must have gates installed so that Grantee at all times has access over and across the Easement. All 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. In the event that Grantor determines to construct (or grant the right to any third party to construct) improvements within the Easement that are not addressed above, or that may materially, adversely affect the Pipeline System, Grantor shall provide not less than thirty (30) days prior written notice to Grantee during which time Grantee may have the proposed improvements analyzed by its outside engineers. If during such thirty (30)

day period Grantee provides to Grantor a detailed analysis of why the proposed improvements will adversely affect the Pipeline System, Grantor shall not construct such improvements until such time as Grantor and Grantee's engineers agree upon a methodology for the construction of such improvements that will not adversely affect the Pipeline System, such agreement not to be unreasonably withheld by either Grantor or Grantee. Grantee and Grantor will at all times use their good faith efforts to accommodate the needs and activities of one another. Grantee covenants and agrees not to interfere with Grantor's rights to cultivate, use and enjoy the lands for any purpose, except as limited herein, provided that any such operation or use by Grantor, or Grantor's heirs, successors or assigns, shall not interfere with or endanger the operations or integrity of the Pipeline System. Grantor may construct, without the prior written consent of the Grantee, one or more driveways across the Easement which shall traverse the Easement and not less than a 90° (ninety degree) angle to allow for vehicular and pedestrian access from North County Road 1600 (or such other number/name as said road may in the future be designated) to Grantor's property situated immediately east of the Easement. All improvements allowed to be placed within the Easement Lands by Grantor as indicated herein shall not adversely affect the Pipeline System. Grantor acknowledges that Grantor shall not be compensated by Grantee or Grantee's representatives in the event of damage, destruction or removal of any improvements allowed to be installed by the Grantor herein. To the extent that the terms and provisions of this paragraph 25 conflict with any other terms and provisions of this Easement Agreement, the terms and provisions of this paragraph 25 shall control.

26. Grantee shall be solely responsible for the design and construction of the Pipeline System constructed within the Easement Lands, as well as the operation, maintenance and repair thereof.

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 27th day of February, 2014 ("Effective Date").

GRANTOR:


George Hardberger

GRANTEE:

The City of Lubbock

By: _____

Name: _____


Title: _____

ATTEST:

Rebecca Garza, City Secretary

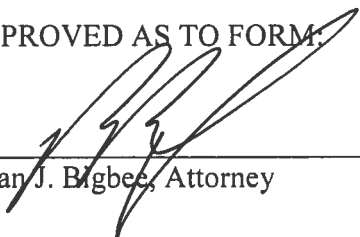
[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:



DIRECTOR OF PUBLIC WORKS

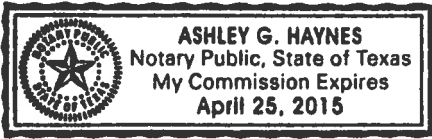
APPROVED AS TO FORM:



Ryan J. Bigbee, Attorney

STATE OF Texas §
COUNTY OF lubbock §

This instrument was acknowledged before me on Feb. 27, 2014, by George Hardberger.



Ashley Haynes
Notary Public, State of Texas
Ashley Haynes
Printed Name of Notary
My commission expires: 04/25/2015

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: _____

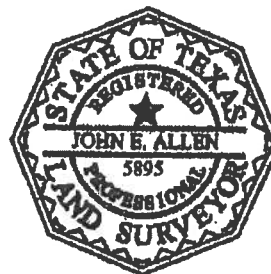
Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 39 - Permanent Easement
PERIMETER SURVEY OF A 1.805 ACRE
TRACT LOCATED IN
SECTION 33, 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 10, 2013

John E. Allen
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Line Table		
Line #	Direction	Length
L1	N01° 30' 24" E	2590.01'
L2	S88° 14' 17" E	30.00'
L3	S01° 50' 24" W	2543.83'
L4	S43° 09' 36" E	42.45'
L5	S01° 53' 54" W	16.13'
L6	N88° 14' 02" W	60.00'

317.8 ACRES
GEORGE HARDENBERGER
CCF#B009043702

- NOTES:
- HEAVY LINES INDICATE PLAT LIMITS.
 - ⊙ - SET 1/2" IRON ROD WITH CAP
 - ⊙ - FOUND 1/2" IRON ROD
 - ⊙ - FOUND 1/2" IRON ROD WITH CAP
 - - FOUND 1" IRON PIPE
 - △ - FOUND RAIL ROAD SPIKE

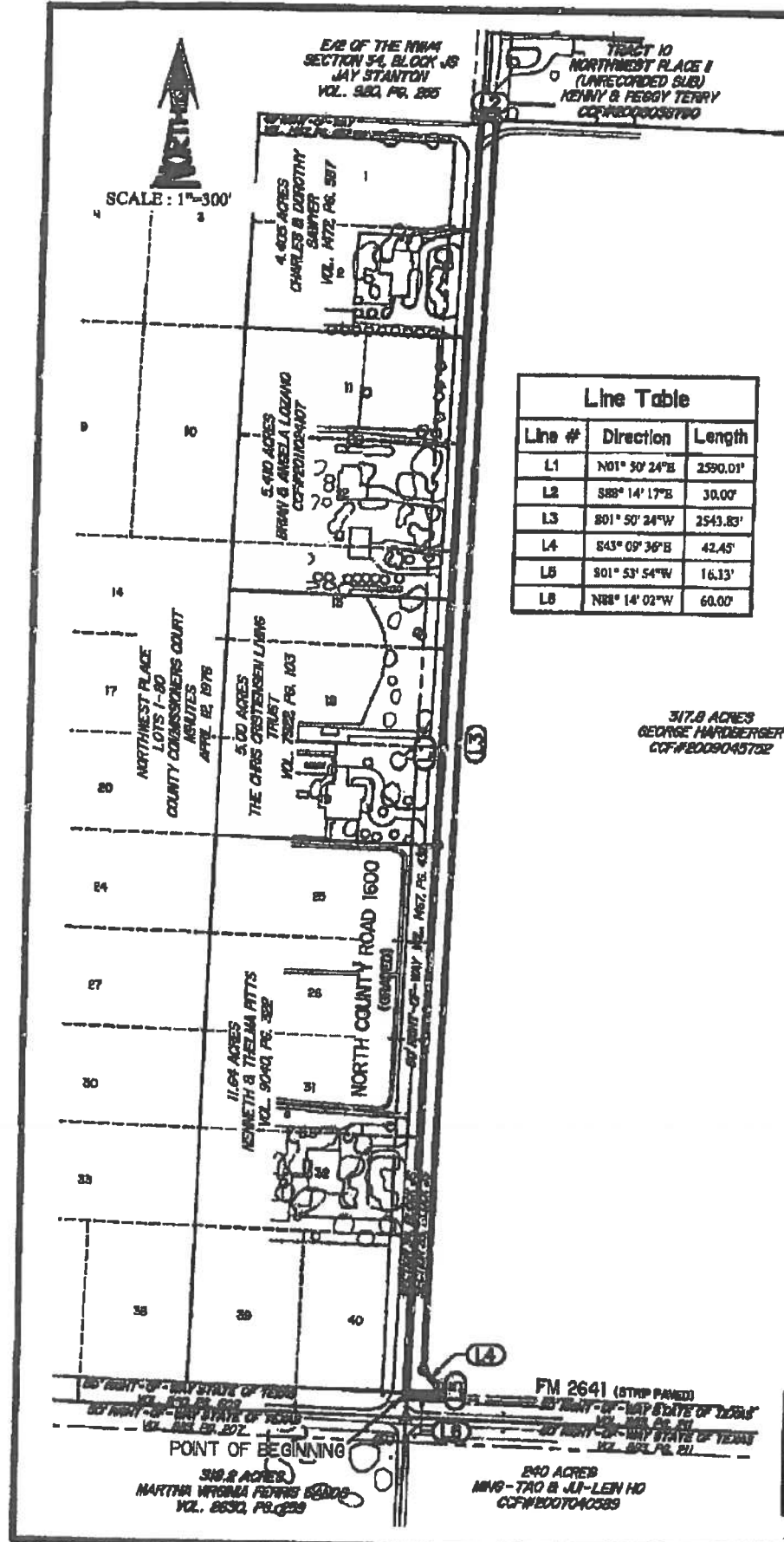
A legal description of each survey date herewith accompanies this plat of survey.

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.

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-5842
TEXAS LICENSED SURVEYING FRM 100879-00
TEXAS REGISTERED ENGINEERING FRM F-710
FAX: 806 / 783-3881

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BAILEY COUNTY WATER PIPELINE
Parcel No. 39 - Permanent Easement
PERIMETER SURVEY OF A 1.805 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.805 acre parcel being a portion of a 317.8 acre tract located in Section 33, Block JS, Lubbock County, Texas, described in County Clerk File Number 2009045752, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7302605.84', East: 911545.01') in the East line of Northwest Place, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof approved in County Commissioners Court Minutes dated April 12, 1976, and at the Northwest corner of a 50.00 foot State of Texas right-of-way described in Volume 883, Page 211, Deed Records, Lubbock County, Texas, at the Northeast corner of a 50.00 foot State of Texas right-of-way described in Volume 880, Page 609, Deed Records, Lubbock County, Texas, and at the Southeast corner of a 50.00 foot right-of-way described in Volume 1467, Page 432, Deed Records, Lubbock County, Texas, which bears N. 01°50'24" E. a distance of 50.00 feet from a railroad spike found at the Southwest corner of said 317.8 acre tract and at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along the common line of said 317.8 acre tract and said Northwest Place, also being along the East line of said 50.00 foot right-of-way, at 2580.00 feet pass the Northeast corner of said Northwest Place, being the Northwest corner of said 50.00 foot right-of-way, also being the Southeast corner of a 20.00 foot gas line easement described in Volume 1193, Page 2, Deed Records, Lubbock County, Texas, and being the Southeast corner of the East half of the Northwest quarter of Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, continuing for a total distance of 2590.01 feet to a 1" iron pipe found at the Northwest corner of said 317.8 acre tract and at the Southwest corner of Tract 10, Northwest Place II, an unrecorded subdivision, described in County Clerk File Number 2008038790, Official Public Records, Lubbock County, Texas, at the Southwest corner of a 50.00 foot private access easement described in Volume 1681, Page 168, Deed Records, Lubbock County, Texas, and at the Southwest corner of a 10.00 foot gas line easement described in Volume 1193, Page 1, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'17" E. along the common line of said 317.8 acre tract and said Tract 10, Northwest Place II, and along the South line of said 50.00 foot access easement and along the South line of said 10.00 gas line easement, at 10.00 feet pass the Southeast corner of said 10.00 foot gas line easement 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°50'24" W. a distance of 2543.83 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 43°09'36" E. a distance of 42.45 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 01°53'54" W. a distance of 16.13 feet to a 1/2" iron rod with cap set in the North line of said 50.00 foot State of Texas right-of-way described in Volume 880, Page 609, Deed Records, for the Southeast corner of this parcel;

THENCE N. 88°14'02" W. along the North line of said 50.00 foot State of Texas right-of-way described in Volume 880, Page 609, Deed Records, 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
October 10, 2013

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 808 / 763-5842
FAX: 808 / 763-3891
TEXAS LICENSED SURVEYING FIRM 100576-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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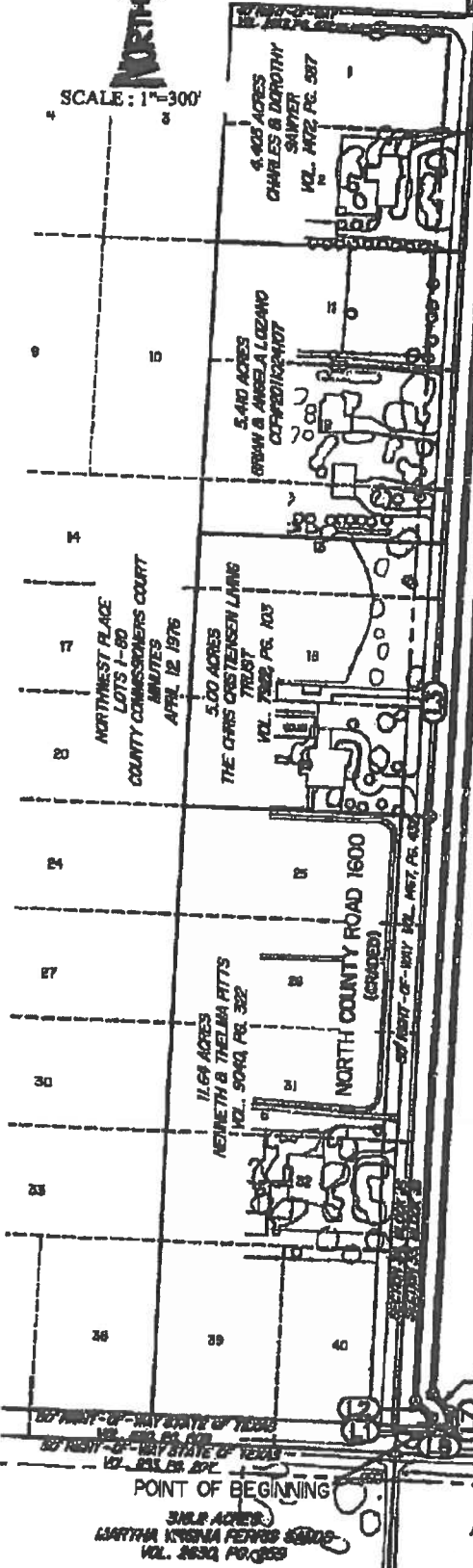
Exhibit B
Legal Description of the Temporary Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 40 - Temporary Easement
PERIMETER SURVEY OF A 1.792 ACRE
TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS



E/2 OF THE NW/4
SECTION 34, BLOCK JS
JAY STANTON
VOL. 822, PG. 233

TRACT 10
NORTHWEST PLACE 1
(UNRECORDED SUB)
KENNY & PERRY TERRY
CC#F2002038790



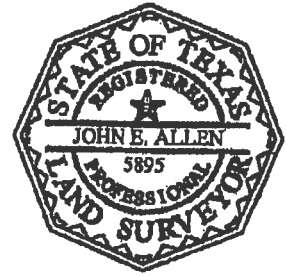
Line Table		
Line #	Direction	Length
L1	N01° 53' 54"E	16.13'
L2	N43° 09' 36"W	42.45'
L3	N01° 50' 24"E	2543.83'
L4	S88° 14' 17"E	30.00'
L5	S01° 50' 24"W	2531.44'
L6	S43° 09' 36"E	42.47'
L7	S01° 53' 54"W	28.51'
L8	N88° 14' 02"W	30.00'

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 10, 2013

John E. Allen
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

317.8 ACRES
GEORGE HARBERGER
CC#F2003045732



- NOTES:
- HEAVY LINES INDICATE PLAT LIMITS.
 - ⊙ - SET 1/2" IRON ROD WITH CAP
 - ⊖ - FOUND 1/2" IRON ROD
 - ⊕ - FOUND 1/2" IRON ROD WITH CAP
 - - FOUND 1" IRON PIPE
 - △ - FOUND RAIL ROAD SPIKE

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.

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-6642
FAX: 806 / 783-3881

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BAILEY COUNTY WATER PIPELINE
Parcel No. 40 - Temporary Easement
PERIMETER SURVEY OF A 1.792 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.792 acre parcel being a portion of a 317.8 acre tract located in Section 33, Block JS, Lubbock County, Texas, described in County Clerk File Number 2009045752, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7302603.99', East: 911604.98') in the North line of a 50.00 foot State of Texas right-of-way described in Volume 883, Page 211, Deed Records, Lubbock County, Texas, which bears N. 01°50'24" E. a distance of 50.00 feet and S. 88°14'02" E. a distance of 60.00 feet from a railroad spike found at the Southwest corner of said 317.8 acre tract and at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°53'54" E. a distance of 16.13 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 43°09'36" W. a distance of 42.45 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 01°50'24" E. a distance of 2453.83 feet to a 1/2" iron rod with cap set in the North line of said 317.8 acre tract and in the South line of Tract 10, Northwest Place II, an unrecorded subdivision, described in County Clerk File Number 2008038790, Official Public Records, Lubbock County, Texas, and in the South line of a 50.00 foot private access easement described in Volume 1681, Page 168, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'17" E. along the common line of said 317.8 acre tract and said Tract 10, Northwest Place II, and along the South line of said 50.00 foot access easement, at 20.00 feet pass the Southeast corner of said 50.00 foot access easement, 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°50'24" W. a distance of 2531.44 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 43°09'36" E. a distance of 42.47 feet to a 1/2" iron rod with cap set for a corner of this parcel;


THENCE S. 01°53'54" W. a distance of 28.51 feet to a 1/2" iron rod with cap set in the North line of said 50.00 foot State of Texas right-of-way described in Volume 880, Page 609, Deed Records, for the Southeast corner of this parcel;

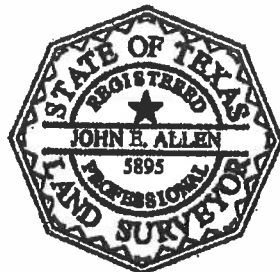
THENCE N. 88°14'02" W. along the North line of said 50.00 foot State of Texas right-of-way described in Volume 880, Page 609, Deed Records, a distance of 30.00 feet to the Point of Beginning.

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 10, 2013


John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 808 / 783-6042
FAX: 808 / 783-3891

TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-780

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**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 36,978
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
BCWF Supply Pipeline Construction - Contract A - Western Summit Constructors, Inc.	6,167,173
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	99,598
BCWF Supply Pipeline Construction - Contract B - Garney Construction	9,144,464
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
 <i>Current Agenda Items- March 27, 2014</i>	
Brown - Section 25, Block JS, Lubbock County	6,441
Lewis - Section 25, Block JS, Lubbock County	22,250
Tigris - Elm Park Tract E, Section 25, Block JS Lubbock County	42,200
Tigris - Elm Park Tract F, Section 25, Block JS Lubbock County	42,200
Hardeberger - Section 33, Block JS, Lubbock County	7,804
Encumbered/Expended to Date	19,835,250
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	6,664,750
Remaining Appropriation	6,664,750
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

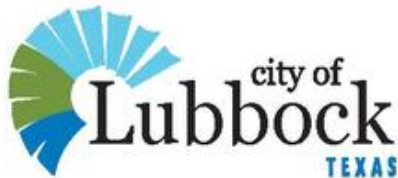
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
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

5. 23.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31018554 with McGavock Nissan for two Mid Size Pick-up Trucks for the Water Department, ITB 14-116979-DT.

Item Summary

The new mid-size pickups are replacements for two 2008 SUVs currently used by water utility locaters for the Water Meter and Customer Service department. Both units exceed 110,000 miles with life to date repair cost totaling over \$20,000.

The department has three utility locator vehicles, and this item will replace two of the three units and the other one will be proposed for next fiscal year. The change to the pickups are needed in order to easily carry the equipment used in the daily locating operation as well as an increase safety by having this equipment outside the cab of the unit in case of accident.

Bids were received from the following:

- McGavock Nissan of Lubbock, TX
- Silsbee Toyota of Silsbee, TX
- Gene Messer Toyota of Lubbock, TX

Staff recommends purchase order contract number award to McGavock Nissan of Lubbock, Texas for \$54,570. A bid tabulation is provided.

Fiscal Impact

Funding is available in the FY 2013-14 Water Operating Budget.

Staff/Board Recommending

- Scott Snider, Assistant City Manager
- R. Keith Smith, P.E. Director of Public Works

Attachments

- Resolution & Purchase Order - McGavock Nissan
 - Bid Tabulation - McGavock Nissan
 - 2014 Nissan Frontier
-

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. 31018554 for the purchase of two mid size trucks as per ITB 14-11697-DT, by and between the City of Lubbock and McGavock Nissan, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

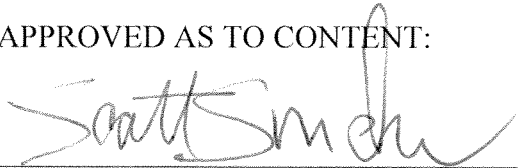
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.McGavock-PurchaseOrd
March 6, 2014



PURCHASE ORDER

Page - 1
Date - 03/13/2014
Order Number 31018554 000 OP
Branch/Plant 3526

TO: MCGAVOCK NISSAN
6312 MILWAUKEE AVE
LUBBOCK Texas 79424

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2014 Freight
Requested 04/18/2014 Taken By D GAMBOA
Delivery PER LANDRY_V REQ 43240 ITB 14-11697-DT

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Two Mid Size Trucks, 2.000, 27,285.0000, EA, 54,570.00, 04/18/2014. Row 2: 6311. Row 3: Total Order, 54,570.00. Row 4: Terms NET 30.

This purchase order encumbers funds in the amount of \$54,570 awarded to McGavock Nissan, of Lubbock, TX, on March 27,2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11697-DT dated February 12, 2014 from McGavock Nissan, of Lubbock, TX, Resolution #_____.

CITY OF LUBBOCK

ATTEST:

Glen C, Robertson, Mayor

Rebecca Garza, City Secretary

Bidder's Name: LEU CAPRON

**City of Lubbock, TX
Purchasing and Contract Management
Group 5 – Light Duty Vehicles
BID FORM**

In compliance with the Invitation to Bid 14-11697-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 14-11697-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	½ Ton, Full-Size, 6-Cylinder, 2 Wheel, Rear Wheel Drive, Two-Passenger Cargo Van, Spec No. 409	\$	\$ -----	
Model Year, Brand Name and Model Number:						
2.	1	Each	¾ Ton, Full Size 12 Passenger Van, 8-Cylinder, Spec No. 412	\$	\$ -----	
Model Year, Brand Name and Model Number:						
3.	2	Each	Mid-Size Pick-Up Truck, Extended Cab, 4-Wheel Drive with off road suspension package, Spec No. 1512-4	\$ 27285 ⁰⁰	\$ 54570 ⁰⁰	14
Model Year, Brand Name and Model Number:						
4.	1	Each	Carryall ½ Ton Utility Vehicle, Five Passenger, Gasoline, 4-Wheel Drive, Spec No. 1647-FD	\$	\$ -----	
Model Year, Brand Name and Model Number:						

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

**ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net N/A 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 McGavock Nissan 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 _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Leonard Caron Date: 3/13/14
Authorized Representative - must sign by hand

Officer Name and Title: Leonard P Caron
Please Print

Business Telephone Number: 806 783 8484 FAX: 806 783 8686

E-mail Address: lcaron@yahoo.com

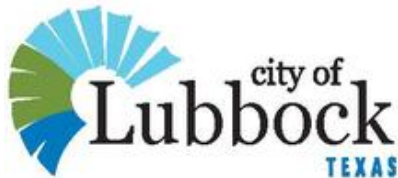
City of Lubbock, TX
Fleet Services
Bid Tabulation
March 27, 2014

ITB 14-11697-DT

Mid-Size Trucks

<u>Item</u>	<u>Qty</u>	<u>U/M</u>	<u>Description/Vendor</u>	<u>Location</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
1	2	EA	Mid-Size Pick-Up Truck, Extended Cab, Spec 1512-4			
			McGavock Nissan	Lubbock. TX	27,285	\$ 54,570
			Silsbee Toyota	Silsbee, TX	30,538	61,076
			Gene Messer Toyota	Lubbock. TX	30,994	61,988





Regular City Council Meeting

5. 24.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute contract 11777 with R & B Bearing and Hydraulics, Inc., as the secondary contractor for hydraulic repair services, ITB 14-11777-MA.

Item Summary

The contract award is for a secondary contractor to provide maintenance and repair services on an as-needed basis for specialized heavy-duty vehicles and equipment.

Staff recommends contract award to the sole bidder, R & B Bearing and Hydraulic, Inc., of Lubbock, Texas. Awarding a secondary contractor will minimize downtime and ensure services and repairs are made in a timely manner.

The contract term is for one year with the option to renew for four additional one-year terms. The contract is awarded by hourly rate. The hourly rate will not change. Actual expenditures will vary depending on usage.

Fiscal Impact

Maintenance repairs are funded through individual department operating budgets.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - R&B

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. 11777 for secondary contractor for hydraulic services, by and between the City of Lubbock and R & B Bearing and Hydraulics, 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:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-R & B Bearing
March 6, 2014

City of Lubbock, TX
 Contract for
 Secondary Contractor for Hydraulic Services

THIS CONTRACT made and entered into this 27th day of March , 2014, by and between the City of Lubbock ("City"), and **R & B Bearing and Hydraulics, Inc.** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Secondary Contractor for Hydraulic Services 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 Secondary Contractor for Hydraulic Services .

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, Secondary Contractor for Hydraulic Services and more specifically referred to as Items one through four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
	<u>500,000</u>
General Liability	
Commercial General Liability	
General Aggregate	
Garage Keepers	
Combined Single Limit	
Auto Only – Each Accident	500,000
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 nonappropriation 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.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11777-MA , 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

CONTRACTOR

Glen C. Robertson, Mayor

BY 
Authorized Representative

Jim Lara, Jr

Print Name


ATTEST:

Rebecca Garza, City Secretary

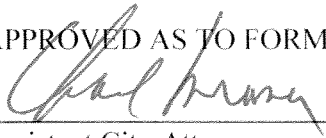
1002 N. Ave Q Dr
Address

Lubbock, Tx 79403
City, State, Zip Code

APPROVED AS TO CONTENT:


Scott Snider, Assistant City Manager

APPROVED AS TO FORM:


Assistant City Attorney

ORIGINAL

BID FORM
Secondary Contractor for Hydraulic Services
City of Lubbock, TX
ITB No. 14-11777-MA

In compliance with the **Invitation to Bid 14-11777-MA**, 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 **14-11777-MA** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

1. Category: Trucks over 19500 lbs GVWR (Class 6-7-8) Including Sweepers and Trash Trucks
Hydraulic Services

(please print your information) 1. What is your labor rate per hour? (Billed in increments of full, half and ¼ hours)	b <u>80.00</u> per hour in house \$ <u>130.00</u> per hour service call	
2. What is your % markup above/below parts "jobber" list? <u>markup from R+B cost</u>	<u>15 to 40</u> %	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?	<input checked="" type="radio"/> Yes \$ <u>No Charge</u>	<input type="radio"/> No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	Yes \$ _____	<input checked="" type="radio"/> No
5. Could you respond to a pickup 24 hours a day?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)	<u>1.5 miles</u>	
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>130.00</u> Mileage fee \$ <u>2</u> <u>per hour</u>	Yes	<input checked="" type="radio"/> No

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 1.0%, net 10 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 R+B Bearings + Hydraulics, Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: R+B Bearings + Hydraulics, Inc.

Address: 1002 N. Ave Q Drive

City: Lubbock State: Tx Zip: 79403

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input checked="" type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	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 N/A and Manufacture's License No. _____
 2. Name _____ and Converter's License No. _____
 3. Name _____ and Representative's License No. _____
 4. Name _____ and Franchise Dealer's License No. _____
- General Distinguishing No. _____ (Franchised TX dealer)

By [Signature] Date: 2/20/14
Authorized Representative - must sign by hand

Officer Name and Title: Jim Lara Jr., Vice-President of Operations
Please Print

Business Telephone Number 806-765-6389 FAX: 806-765-6244

E-mail Address: hydrohmk@aol.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (<i>for bids over \$25,000</i>): _____	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

General Specifications for
Secondary Contractor for Hydraulic Services

Scope

The City of Lubbock ("the City") is seeking a secondary contract of hydraulic services.

Equipment & Truck Categories

The following is a current list of categories of City vehicles and equipment, by Category, that are included in this maintenance and repair contract.

Category	Estimated Qty.	Description
1) Trucks	240	Class 6-7-8

Work Authorization

Vehicle shop repairs will be estimated on a per job basis with a fixed labor rate per hour as stated on the Bid Form. Prior to the start of any vehicle repair, the Company must provide a written repair estimate by a trained technician. Estimates must include parts at the quoted cost rate. All estimates shall be at no charge to the City. The Company must obtain a work order number and authorization to perform the work from the City of Lubbock fleet department designee before making any repairs. The Company must also obtain City approval for the type of repairs and the cost of repairs before proceeding with the work. The Company must submit a copy of the Work Order along with the Company's invoice itemizing the labor hours, hourly labor rate, supplies, cost of supplies, parts list, and price for each part.

The Work Order must contain the unit number assigned by the City, the VIN number, the current license plate number, and the current vehicle mileage or hours. A work order must be obtained before any work can be performed on a unit.

Repair Time Notifications

The Company must make a determination of the repairs, costs and times and notify the City within 24-hours after receiving the vehicle or equipment.

Repeat Repairs

The vendor will be responsible for correcting all previous repairs performed by the vendor that were incorrectly repaired or the repair failed to correct the reported deficiency. The vendor will be responsible for the total cost of the repair including any replacement parts.

In the event of a Repeat Repair, the vendor shall open a new vendor work order. The new vendor work order and invoice must indicate on the work order "repeat" or "return" work. Copies of the original City and vendor work orders and any applicable invoices shall be attached to the new work order.

Pick-Up and Delivery

The bidder's bid may include a separate price for pick-up and delivery of heavy vehicles or equipment. The bidder must indicate on the Bid Form the additional charge, if any, for this pick-up and delivery service. The City reserves the right to use this service as needed. Vehicles must be picked up by City personnel or delivered to a City location within 24-hours after the vehicle has been repaired.

Parts, Supplies and Services

The Company must use their own parts and/or supplies in completing all repairs. No City parts or supplies will be issued by the City of Lubbock's Fleet Services department. The Company's invoice must include charges for all parts, supplies, and services used in making repairs. The Company must return all parts that were removed and replaced during the repair of the vehicle or equipment upon completion of the repair(s) and the parts must accompany the vehicle or equipment. The Company is responsible for all core returns and credits.

Invoices

Invoices will show only the cost rates indicated on the Bid Form. Any additional charges or fees not listed will be disallowed from any invoice. Vehicle shop repairs will be billed per the approved estimate. An individual Purchase Order shall be issued for vehicle shop repairs. **No repair shall be performed without proper authorization.** Invoices for parts purchased by the Company for all repairs to City vehicles and equipment will be made available for inspection by a City representative upon request. Invoices must display the company name imprinted on the face, the parts purchased and the date of the purchase. Repair invoices should match the parts invoice when there were replacement parts required for the repair. If a request is submitted by the City to review a particular invoice, that request will be met within 24 hours from the time of the request.

Vehicle Pickup

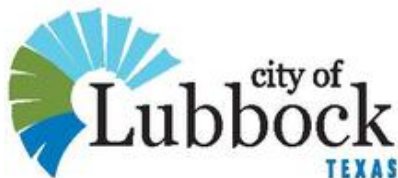
The Company is responsible for any damage to the vehicle or equipment while in the Company's control. The City shall be responsible for damages after the vehicle or equipment has been delivered to a City representative and said representative has inspected the vehicle or equipment and has verified that no damage occurred during the repair process.

In the event that a vehicle is scheduled to be picked up from the City for repairs, the vehicle will be:

1. picked up by tow vehicle/wrecker, or
2. driven to the repair destination by a licensed and insured individual representing the Company.

Special Requirements:

1. Company to provide secure shelter for City vehicles.
2. Estimate must be submitted to Fleet Services within 24-hour period of request.
3. All furnished parts must be OEM or OEM re-cycled parts.
4. All suspension or steering components must be OEM only.
5. All repairs shall be warranted for a period of 12 months or 12,000 miles.



Regular City Council Meeting

5. 25.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11754 with Invisible Windows, LLC for window cleaning services at Lubbock Preston Smith International Airport (LPSIA), ITB 14-11754-TS.

Item Summary

LPSIA terminal has continuous windows around the building exterior on the main floor and on two sides of the second floor. The airport's operating budget has supported this contract in the past with satisfactory results and funds are available in the current budget to continue this service.

This contract will provide for window cleaning services to be performed at the passenger terminal building at LPSIA. The contract calls for labor and materials to clean the windows on a bi-monthly basis and an annual basis.

Bids were received from the following companies:

Invisible Windows, LLC of Lubbock, TX	\$25,650
Clean and Bright Window Cleaning & More of Wolfforth, TX	33,850

The contract is awarded by the unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term shall be for one year with the option of two one-year extensions.

Staff recommends contract award to the lowest bidder, Invisible Windows, LLC of Lubbock, TX for \$25,650 per year. A bid tabulation is provided.

Fiscal Impact

The contract will be paid from the Airport's Operating Budget.

Staff/Board Recommending

Kelly Campbell, Interim Executive Director of Airport

Attachments

Resolution & Contract - Invisible Windows

Bid Tabulation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11754 for window cleaning services at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and Invisible Windows, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Interim Executive Director
Of Airport

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Invisible Windows
March 4, 2014

City of Lubbock, TX
Contract For Services
Window Cleaning Services at Lubbock Preston Smith International Airport

THIS CONTRACT made and entered into this **27th** day of **March, 2014**, by and between the City of Lubbock ("City"), and **Invisible Windows, LLC**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for window cleaning services at Lubbock Preston Smith International Airport 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 window cleaning services at Lubbock Preston Smith International Airport.

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, window cleaning services at Lubbock Preston Smith International Airport and more specifically referred to as Items One thru Seven 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 bid form and specifications contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The

policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	1,000,000
Commercial General Liability	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	
Combined Single Limit	500,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves

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

10. 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 nonappropriation 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.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11754-TS, 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:

Kelly Campbell
Kelly Campbell,
Interim Executive Director Airport

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver,
Assistant City Attorney

CONTRACTOR

BY Chad Weaver President
Authorized Representative

Chad Weaver
Print Name

8003 Ave D
Address

Lubbock TX 79404
City, State, Zip Code

City of Lubbock, TX
ITB 14-11754-TS
Window Cleaning Services at Lubbock Preston Smith International Airport

I. Scope

The City of Lubbock is seeking bids for window cleaning services at the Lubbock Preston Smith International Airport.

II. GENERAL REQUIREMENTS

1. All glass surfaces shall be cleaned leaving the glass surfaces free of spots, scale, grime, mineral deposits and hard water stains. All metal edges shall be free of dust and debris.
2. All interior metal windowsills will be cleaned/dusted/wiped down to remove any fluids, dust or debris.
3. All window cleaning shall be done in a manner as not to interfere with the daily operations of the building.
4. Cleaning compounds shall not damage glass or seals on windows. Upon request, the successful bidder must submit MSDS or other product literature for any cleaning compounds or chemicals brought on to airport property. The contractor shall be responsible for any etching or scratching of glass or metal frame surface caused by cleaning compounds or cleaning methods.
5. When scaffolding, ladders and/or lifts are required they will be clearly marked/coned so as to not create a safety hazard or interfere with day-to-day operations of the terminal building. Scaffolding, ladders and/or lifts will not be left unattended unless specific authorization from the maintenance supervisor is received.
6. Any debris or trash that accumulates during window cleaning work shall be removed from the site and disposed of in a proper manner.
7. The successful bidder shall comply with airport security requirements as they pertain to the performance of the work.
8. Any cracked or damaged windows will be reported to the airport's maintenance supervisor.
9. All work will be done during regular airport work hours Monday through Friday from 7:00 am to 8:00 pm.
10. The successful bidder is required to provide man-lifts as needed to complete the cleaning work.
11. The successful bidder must check in with the building's maintenance supervisor before commencing work each time. Also the successful bidder will wear the ID badge at all times while working.

12. The successful bidder will invoice the airport at the end of the month's cleaning cycle. The invoice will state the month for which services have been rendered, and is to be payable within 30 days of receipt by the airport. No back drafting of invoices will be allowed.

III.WINDOW CLEANING REQUIREMENTS

Annual Cleaning to be Conducted Once Per Contract Term:

1. The interior surfaces of the upper windows on the carpet side of the terminal overlooking the ramp area and the interior surface of the upper windows on the brick side of the terminal, and the interior and exterior surfaces of the uppermost windows in the four terminal entranceways.
2. Exterior surfaces of all windows on the second floor of the terminal building overlooking the carpet side, and the exterior surfaces of the upper windows at the airline ticket counters.
3. The interior surfaces of all windows on the second floor of the terminal building overlooking the carpet side including office spaces.
4. The interior and exterior surfaces of the uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight.

Bi-Monthly Cleaning:

5. Interior and exterior surfaces of windows in the four terminal entranceways, including glass doorways and above doors. This does not include the upper windows on the sides of the entranceways.
6. Interior surfaces of all floor-level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas and interior surfaces of second floor hallway windows overlooking the parking lot. This item does not include the short, upper windows (approx. 24-inches high).
7. Exterior surfaces of all exterior windows on the main floor including all floor-level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and all second floor hallway windows overlooking the parking lot.

Windows Excluded:

8. Glass block windows between carpet/sterile side and brick side of terminal.
9. Revolving doors and fire exits adjacent to the revolving doors.
10. Ramp level windows leading into office areas.

11. Business center windows on carpet/sterile side of the building.
12. Sliding glass doors between brick and carpet/sterile side of the building.
13. Glass at entrance to bar/lounge area.

III. Information Sheet for obtaining Airport I.D.

1. The following items are required to obtain access for cleaning the windows at the Lubbock Preston Smith International Airport:
 - **10-year work history** – All gaps of employment must be verified by the City of Lubbock. (City of Lubbock requirement.)
 - There is a \$15 charge for the issuance of an ID badge.
 - **Criminal history records check (CHRC)** – An FBI-based background check will be conducted via fingerprinting. A \$30 fee will be collected prior to the fingerprint appointment. The Airport reserves the right to disqualify applicants at their discretion including, but not limited to, the following convictions within the past 10 years:
 1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation.
 2. Interference with air navigation.
 3. Improper transportation of a hazardous material.
 4. Aircraft piracy.
 5. Interference with flight crewmembers or flight attendants.
 6. Commission of certain crimes aboard aircraft in flight.
 7. Carrying a weapon or explosive aboard aircraft.
 8. Conveying false information and threats.
 9. Aircraft piracy outside the special aircraft jurisdiction of the United States.
 10. Lighting violations involving transporting controlled substances.
 11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements.
 12. Destruction of an aircraft or aircraft facility.
 13. Murder.
 14. Assault with intent to murder.
 15. Espionage.
 16. Sedition.
 17. Kidnapping or hostage taking.
 18. Treason.
 19. Rape or aggravated sexual abuse.
 20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
 21. Extortion.
 22. Armed or felony unarmed robbery.
 23. Distribution of, or intent to distribute, a controlled substance.
 24. Felony arson.
 25. Felony involving a threat.

26. Violence at international airports.
27. Conspiracy or attempt to commit any criminal acts.
28. Felony involving:
 - (i) Willful destruction of property;
 - (ii) Importation or manufacture of a controlled substance;
 - (iii) Burglary;
 - (iv) Theft;
 - (v) Dishonesty, fraud, or misrepresentation;
 - (vi) Possession or distribution of stolen property;
 - (vii) Aggravated assault;
 - (viii) Bribery; or
 - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year.

BID FORM
Window Cleaning Services at Lubbock Preston Smith International Airport
City of Lubbock, TX
ITB 14-11754-TS

In compliance with the **Invitation to Bid 14-11754-TS**, 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 **14-11754-TS** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	SERVICE LOCATION	BI-MONTHLY RATE	FREQUENCY	ANNUAL RATE*
1.	Interior and exterior windows in the four terminal entranceways, including glass doorways and above doors, as specified herein. This item does not include the upper windows on the sides of the entranceways.	\$ 7608.00	X 6	\$ 46008.00
2.	Interior surfaces of all floor level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas; and interior surfaces of 2 nd floor hallway windows overlooking the parking lot, as specified herein. This item does not include the short, upper windows (approx. 24 inches high).	\$ 1440.29	X 6	\$ 8641.74
3.	Exterior surfaces of all exterior window on the main floor including all floor level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and the second floor hallway windows overlooking the parking lot, as specified herein.	\$ 1400.00	X 6	\$ 8400.00
ITEM	SERVICE LOCATION	ANNUAL RATE	FREQUENCY	ANNUAL RATE
4.	Interior and exterior surfaces of uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight, as specified herein.	\$ 500.00	X 1	\$ 500.00
5.	Interior side of uppermost windows on carpet side overlooking ramp area, and interior surface of upper windows on the brick side, as specified herein.	\$ 1500.00	X 1	\$ 1500.00

6.	Interior surface of all windows on the second floor of the terminal building overlooking the carpet side/sterile area. Locked offices must be accesses, as specified herein.	\$ 500 ⁰⁰	X 1	\$ 500 ⁰⁰
7.	Exterior side of all windows on the second floor of the terminal building overlooking the carpet/sterile area, and the exterior surfaces of the upper windows at the airline ticket counter area covered by blinds, as specified herein.	\$ 1500 ⁰⁰	X 1	\$ 1500 ⁰⁰
Total Cost				\$ 25049.74

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for window cleaning services for Lubbock Preston Smith International Airport.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES NO

- 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 Invisible Windows, LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____

of the City of Lubbock

Firm: INVISIBLE WINDOWS, LLC

Address: 8223 AVE D

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:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	Other (Specify) <u>White</u>

By Chad Maine Date: 3-3-14
Authorized Representative - must sign by hand

Officer Name and Title: Chad Maine President
Please Print

Business Telephone Number 806 799-1003 FAX: _____

E-mail Address: invisiblewindows@yahoo.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

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

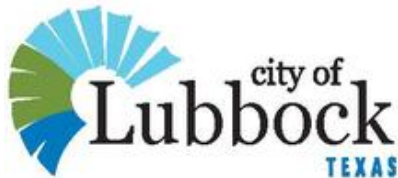
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Window Cleaning Services at Lubbock Preston Smith International Airport
Bid Tabulation
March 27, 2014

ITB-14-11754-TS

Window Cleaning Services at Lubbock Preston Smith International Airport

Item	Quantity	U/M	Description/Vendor	Location	Unit Cost	Annual Rate
1	6	Bi-Monthly	Interior and exterior windows in the four terminal entranceways Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	768 \$ 975	4,608 5,850
2	6	Bi-Monthly	Interior surfaces of all floor level exterior windows Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	1,440 1,675	8,642 10,050
3	6	Bi-Monthly	Exterior surfaces of all exterior windows on the main floor Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	1,400 1,975	8,400 11,850
4	1	Annual	Interior and exterior of uppermost windows in the four terminal entranceways Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	500 675	500 675
5	1	Annual	Interior side of uppermost windows on carpet side overlooking ramp area Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	1,500 1,975	1,500 1,975
6	1	Annual	Interior surface of all windows on second floor of the terminal building Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	500 1,475	500 1,475
7	1	Annual	Exterior side of all windows on the second floor of the terminal building Invisible Windows, LLC Clean and Bright Window Cleaning & More	Lubbock, TX Wolfforth, TX	1,500 1,975	1,500 1,975
			Overall Total:			
			Invisible Windows, LLC	Lubbock, TX	\$	25,650
			Clean and Bright Window Cleaning & More	Wolfforth, TX		33,850



Regular City Council Meeting

5. 26.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11770 to The Sherwin-Williams Company for runway taxiway marking paint at Lubbock Preston Smith International Airport, ITB 14-11770-TS.

Item Summary

The paint is for runway taxiway striping and must be suitable for use on concrete and asphalt surfaces. The paint must meet Federal Specification TT-P-1952E Type II Water Borne lead-free paint. The white and yellow paint shall be delivered in 330-gallon lots in 55-gallon sealed containers. The black and red paint shall be delivered in 5-gallon sealed containers. Deliveries shall be within seven days of notification.

Bids were received from the following companies:

- Swarco Reflex, Inc. of Mexia, TX
- Swarco/Colorado Paint Co. of Denver, CO
- Allstates Coatings Company of Gladewater, TX
- The Sherwin-Williams Company of Cleveland, OH
- Centerline Supply of Grand Praire, TX
- Ennis Paint, Inc. of Thomasville, NC

The contract is awarded by the unit price, one through five, all or none. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term shall be for one year with the option of two one-year extensions.

Staff recommends contract award to the The Sherwin-Williams Company of Cleveland, OH, for \$44,040 per year. A bid tabulation is provided. The Sherwin-Williams was the only company to bid on all items.

Fiscal Impact

The runway taxiway paint is budgeted in the Airport's Operating Budget.

Staff/Board Recommending

Kelly Campbell, Interim Executive Director of Airport

Attachments

Resolution & Contract - Sherwin-Williams Company

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. 11770 for runway taxiway marking paint, by and between the City of Lubbock and The Sherwin-Williams Company, of Cleveland, Ohio, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Interim Executive Director of
Airport

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-Sherwin Williams
March 6, 2014

**City of Lubbock, TX
Contract For Services
Runway Taxiway Marking Paint**

THIS CONTRACT made and entered into this 27th day of March, 2014, by and between the City of Lubbock ("City"), and The Sherwin – Williams Company, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for runway taxiway marking paint 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 runway taxiway marking paint.

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, runway taxiway marking paint and more specifically referred to as Items One thru Five 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 bid form and specifications contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	5,000,000
Commercial General Liability	
General Aggregate	
Products-Comp/OP AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	
Combined Single Limit	5,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Or Employers' Liability and /or	1,000,000
Occupational Medical and Disability	

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves

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

10. 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 nonappropriation 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.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11770-TS, 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

CONTRACTOR

Glen C. Robertson, Mayor

BY John Palomba
Authorized Representative

ATTEST:

John Palomba
Print Name

Rebecca Garza, City Secretary

101 Prospect Ave NW, 720GH
Address

APPROVED AS TO CONTENT:

Cleveland, OH 44115
City, State, Zip Code

Kelly Campbell
Kelly Campbell,
Interim Executive Director Airport

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver,
Assistant City Attorney

BID FORM
Runway/Taxiway Paint
City of Lubbock, TX
ITB 14-11770-TS

In compliance with the **Invitation to Bid 14-11770-TS**, 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 **14-11770-TS** 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	EXTENDED COST	DELIVERY DAYS ARO**
1.	2,000	Gal.	White Runway/Taxiway Marking Paint: <ul style="list-style-type: none"> • Paint must meet Federal Specification: TT-P-1952 E Type II water borne lead-free paint. • Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces. Paint shall be delivered in 330-gallon lots in 55-gallon sealed containers within 7 days of notification by phone, fax, or email by airport personnel. Supplier must certify paint specifications on outside of each container.	\$ 8.65	\$ 17,300.00	7 Days
2.	1,200	Gal	Yellow Runway/Taxiway Marking Paint: <ul style="list-style-type: none"> • Paint must meet Federal Specification: TT-P-1952 E Type II water borne lead-free paint. • Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces. Paint shall be delivered in 330-gallon lots in 55 gallon sealed containers within 7 days of notification by phone, fax, or email by airport personnel. Supplier must certify paint specifications on outside of each container.	\$ 8.65	\$ 10,380.00	7 Days

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED COST	DELIVERY DAYS ARO**
3.	400	Gallons	Black Runway/Taxiway Marking Paint: <ul style="list-style-type: none"> Paint must meet Federal Specification: TT-P-1952 E Type II water borne lead-free paint. Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces. Paint shall be delivered in 5-gallon sealed containers within 7 days of notification by phone, fax, or email by airport personnel. Supplier must certify paint specifications on outside of each container.	\$ 8.65	\$ 3,460.00	7 Days
4.	500	Gallons	Red Runway/Taxiway Marking Paint: <ul style="list-style-type: none"> Paint must meet Federal Specification: TT-P-1952 E Type II water borne lead free paint. Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces. Paint shall be delivered in 5-gallon sealed containers within 7 days of notification by phone, fax, or email by airport personnel. Supplier must certify paint specifications on outside of each container.	\$ 15.00	\$ 7,500.00	7 Days
5.	6,000	Lbs.	Type III Glass Beads	\$ 0.90	\$ 5,400.00	7-14 days
Total Cost (Items 1-5)					\$ 44,040.00	

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

**Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for runway/taxiway marking paint with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

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

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

YES 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 The Sherwin-Williams Company corporation organized under the laws of the State of OH, or a partnership consisting of _____ or individual trading as _____

_____ of the City of _____

Firm: The Sherwin-Williams Company

Address: 101 Prospect Ave, 720 6th

City: Cleveland

State: OH

Zip: 44115

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

By John Palomba Date: 3/4/14
Authorized Representative - must sign by hand

Officer Name and Title: John Palomba - Director
Please Print

Business Telephone Number 216-566-3215 FAX: 216-774-1875

E-mail Address: brandy.reed@sherwin.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	_____
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX
ITB 14-11770-TS
Runway Taxiway Marking Paint

I. Scope

The City of Lubbock is seeking bids for runway/taxiway marking paint at the Lubbock Preston Smith International Airport.

II. General Requirements

1. Paint shall meet Federal Specification TT-P-1952E Type II water-borne lead free paint, www.wbdg.org/ccb/FEDMIL/ttp1952e , in accordance with FAA Advisory Circular 150/5370-10E.
2. Vendor must provide written documentation that the product being bid meets the required specifications.
3. Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces.
4. White and Yellow paint shall be delivered in 330-gallon lots in 55-gallon sealed containers.
5. Black and Red paint shall be delivered in 5-gallon sealed containers.
6. All paint shall be delivered within seven days of notification by phone, fax or e-mail by airport maintenance personnel. Supplier must certify specifications on outside of each container. MSDS sheets must come with each shipment. All shipments of paint must be delivered on pallets.
7. 6,000 Lbs. of Type III Glass Beads
8. The contract shall be for a term of one year, with the option of two, one year extensions. All quantities shall be on a "more or less" basis.
9. Price must include all delivery charges to: Preston Smith International Airport 5401 MLK Blvd. Lubbock, Texas 79401

INCH-POUND
TT-P-1952E
06 August 2007
SUPERSEDING
TT-P-1952D
January 7, 1994

FEDERAL SPECIFICATION

PAINT, TRAFFIC AND AIRFIELD MARKING, WATERBORNE

The General Services Administration has authorized the use of this federal specification by all federal agencies.

1. SCOPE AND CLASSIFICATION.

1.1 Scope. This specification covers three types of low VOC (volatile organic compounds), ready-mixed, one-component, 100% acrylic waterborne airfield and traffic marking paint. The paint is suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces. The paint may be used either alone or to bind reflective beads.

1.2 Classification.

1.2.1 Types. The paint shall be furnished in the following types, as specified (see 6.2):

- Type I - For use under normal conditions
- Type II - For use under adverse conditions (see 6.1)
- Type III - For increased durability

1.2.2 Color. Traffic paint shall be furnished in white and any Federal Standard 595 color, as specified (see 3.2.7 and 6.3).

2. APPLICABLE DOCUMENTS. The following documents, of the issues in effect on date of invitation for bids or request for proposal, form a part of this description to the extent specified herein.

2.1 Government Publications. The issues of the following documents, in effect on date of invitation for bids or request for proposal, form a part of this specification to the extent specified herein.

Beneficial comments, recommendations, additions, deletions, clarifications, etc. and any data which may improve this document should be sent to: HQ AFCESA/CESC, 139 Barnes Drive, Suite 1, Tyndall AFB FL 32403-5319.

FSC 8010

Distribution Statement A. Approved for public release. Distribution is unlimited.

TT-B-1325 - Beads (Glass Sphere), Retro-reflective

FED-STD-595 - Colors Used in Government Procurement

(Single copies of this specification, and other federal specifications and commercial item descriptions required by activities outside the Federal Government for bidding purposes are available without charge from the General Services Administration, Federal Supply Service, Specification Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC, 20407)

2.2 Federal Regulations.

40 CFR Part 60, Appendix A

29 CFR Part 1910.1200

(The Code of Federal Regulations (CFR) is available online at <http://www.gpoaccess.gov/cfr/index.html> or for sale on a subscription basis by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.)

2.3 Other publications. The following documents form a part of this description to the extent specified herein. Unless a specific issue is identified, the issue in effect on the date of invitation for bids or request for proposal shall apply.

2.3.1 American Society for Testing and Materials (ASTM) Standards.

- D 522 - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
- D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer
- D 711 - Standard Test Method for No-Pick-Up-Time of Traffic Paint
- D 968 - Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasives
- D 969 - Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint
- D 1210 - Standard Test Method for Fineness of Dispersion of Pigment-Vehicle Systems by Hegman-Type Gage
- D 1394 - Standard Test Methods for Chemical Analysis of White Titanium Pigments
- D 1640 - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature
- D 1729 - Standard Practice for Visual Appraisal of Colors and Color Differences of Diffusely Illuminated Opaque Materials
- D 1849 - Standard Test Method for Package Stability of Paint

- D 2243 - Standard Test Methods for Freeze-Thaw Resistance of Water-Borne Coatings
- D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
- D 2369 - Standard Test Method for Volatile Content of Coatings
- D 2486 - Standard Test Methods for Scrub Resistance of Wall Paints
- D 2697 - Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
- D 2805 - Hiding Power of Paints by Reflectometry
- D 3335 - Standard Test Method for Low Concentrations of Lead, Cadmium and Cobalt in Paint by Atomic Absorption Spectroscopy
- D 3718 - Standard Test Method for Low Concentrations of Chromium in Paint by Atomic Absorption Spectroscopy
- D 3723 - Standard Test Method for Pigment Content of Water-Emulsion Paints by Low-Temperature Ashing
- E-1347 - Standard Test Method for Color and Color-Difference Measurement by Tristimulus (Filter) Colorimetry.
- G 154 - Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

(Application for copies should be addressed to the American Society for Testing and Materials, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959, (610) 832-9500, www.astm.org.)

3. REQUIREMENTS.

3.1 Composition.

3.1.1 Materials. The non-volatile portion of the vehicle for all types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm⁻¹ with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.

3.1.2 Prohibited material. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, nor any carcinogen, as defined in 29 CFR 1910.1200. When tested as specified in 4.3.1, the lead content shall not exceed 0.06 percent by weight of the dry film and the test for chromium content shall be negative.

3.2 Qualitative requirements.

3.2.1 Condition in the container. When tested, as specified in 4.3.2, the paint, as received, shall show no evidence of biological growth, corrosion of the container, livering, or hard settling. The paint shall be dispersible by hand stirring for 5 minutes to a

smooth and homogenous consistency, exempt of gel structures, persistent foam or air bubbles.

3.2.2 Appearance. When tested as specified in 4.3.3, the paint shall produce a film which is smooth, uniform, and free from grit, undispersed particles, craters, and pinholes.

3.2.3 Accelerated package stability. After storage as specified in 4.3.4, the sample shall conform to the requirements of 3.2.1 and 3.2.2. The sample shall show no change in consistency greater than 5 KU (Krebs Unit) from the value in Table 1.

3.2.4 Flexibility. When tested as specified in 4.3.6, the paint film shall not crack, chip or flake after the test panel is bent 180 degrees over a 13 mm (1/2 in) mandrel.

3.2.5 Water resistance. When tested as specified in 4.3.5, the paint film shall not soften, blister, wrinkle, lose adhesion, change color, or show other evidence of deterioration.

3.2.6 Freeze-thaw stability. When tested as specified in 4.3.8, the paint shall show no coagulation or flocculation, change in consistency greater than 10 KU from the value in Table 1, or a decrease in scrub resistance by more than 10 percent of the requirement in 3.2.13.

3.2.7 Color requirements.

3.2.7.1 Color match. For all colors except white and yellow, when tested as specified in 4.3.9.3, the paint shall match the specified Federal Standard 595 color number within a ΔE or 6.0 CIELAB units.

3.2.7.2 Daylight directional reflectance. When tested as specified in 4.3.9.2, the white paint shall have the daylight directional reflectance specified in Table 1.

3.2.7.3 Yellow color match. The yellow traffic paint shall be an appropriate color match to Federal Standard 595 color number 33538 when tested in accordance with 4.3.9.4.

3.2.8 Heat-shear stability. When tested as specified in 4.3.13, the sample shall not show signs of gelling or other instability. The consistency shall be in compliance with Table 1.

3.2.9 Skinning. The paint shall not skin when tested as specified in 4.3.14.

3.2.10 Dry-through (early washout). For Type II only, the paint when tested as specified in 4.3.15 shall have a dry-through time less than 120 minutes.

3.2.11 Abrasion resistance. When tested as specified in 4.3.7, both baked and weathered paint films shall require not less than 150 liters of sand to abrade the paint film through to the substrate.

3.2.12 Accelerated weathering. When tested as specified in 4.3.10, the colored samples after weathering shall be in conformance with 3.2.7. The directional reflectance of white paint shall meet the requirement in Table 1. After performing the scrub resistance test in accordance with 4.3.12, the paint shall be in conformance with 3.2.13.

3.2.13 Scrub resistance. When tested as specified in 4.3.12, it shall not take less than 500 cycles to remove the paint film.

3.2.14 Titanium dioxide content. When tested in accordance with 4.3.16, the yellow, green, and blue colored paint shall contain a maximum of 23.7 g/L (0.2 lb/gal) rutile titanium dioxide. The white paint shall contain a minimum of 120 g/L (1 lb/gal) rutile titanium dioxide.

3.3 Quantitative requirements. The paint shall meet the quantitative requirements specified in Table 1.

Table I. Quantitative Requirements.

Characteristics	Min	Max
Consistency	80	90
Volatile organic content (VOC), grams/liter	---	150
Solids by volume ¹		
Yellow or white	60	---
Other colors	58	---
Pigment, percent by weight	60	62
Dry opacity - White and colors	0.92	---
Black	1.00	
Directional reflectance of white paint, percent	85	---
Drying time for no pick up, min.	---	10
Fineness of dispersion, Hegman	3.0	---
Heat-shear stability, consistency, KU	68	105
Bleeding ratio	0.95	---

¹ Manufacturers may calculate this requirement from batch card data, but in case of dispute the method specified in Table 2 must be used.

3.4 Material Safety Data Sheet. A Material Safety Data Sheet (MSDS) shall be submitted in accordance with FED-STD-313 (see 6.2).

4. QUALITY ASSURANCE PROVISIONS.

4.1 Responsibility for inspection. Unless otherwise specified in the contract, the contractor is responsible for the performance of all inspection requirements as specified

herein. Except as otherwise specified in the contract, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the government. The government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to assure that supplies and services conform to prescribed requirements.

4.2 Classification of inspections. Inspections shall be classified as follows: (a) inspection of preparation for delivery (see 4.2.1); (b) acceptance testing (see 4.2.2).

4.2.1 Inspection in preparation for delivery. Prior to shipment, containers shall be examined for compliance with Section 5.

4.2.2 Acceptance testing. Testing for acceptance of individual lots shall be done in accordance with section 1000 of FED-STD-141 and shall consist of test and inspections as indicated in Table 2.

4.3 Test methods. Samples shall be tested as specified in Table 2. Unless otherwise specified, tests shall be performed at standard conditions, which are 25° ± 1°C and 50% ± 5% relative humidity. All test reports shall contain the individual values used in expressing the final result. Test results shall be evaluated for conformance to requirements. The sample shall be unacceptable if any test result is not in conformance with the corresponding requirement in section 3.

Table II. Index

Characteristic	Acceptance Testing	Requirement Paragraph	ASTM Method	Test Paragraph
Lead content		3.1.2	D 3335	4.3.1.1
Chromium content		3.1.2	D 3718	4.3.1.2
Condition in container	Yes	3.2.1	---	4.3.2
Appearance	Yes	3.2.2	---	4.3.3
Accelerated package stability		3.2.3	D 1849	4.3.4
Flexibility	Yes	3.2.4	D 522	4.3.5
Water resistance	Yes	3.2.5	---	4.3.6
Freeze-thaw stability	Yes	3.2.6	D 2243	4.3.8
Color	Yes	3.2.7	D 2244	4.3.9
Directional reflectance	Yes	3.2.7.2	E 1347	4.3.9.2
Yellow color match	Yes	3.2.7.3	D 1729	4.3.9.4
Heat-shear stability	Yes	3.2.8	---	4.3.13
Skinning	Yes	3.2.9	---	4.3.14
Dry-through (early washout)	Yes	3.2.10	D 1640	4.3.15
Abrasion resistance	Yes	3.2.11	D 968	4.3.7

Accelerated weathering		3.2.12	G 154	4.3.10
Scrub resistance	Yes	3.2.13	D 2486	4.3.12
Volatile organic content		Table 1	D 2369	---
Consistency	Yes	Table 1	D 562	---
Solids by volume	Yes	Table 1	D 2697	---
Dry opacity	Yes	Table 1	D 2805	4.3.11
Dry time (no pick up)	Yes	Table 1	D 711	---
Fineness of dispersion	Yes	Table 1	D 1210	---
Bleeding ratio		Table 1	D 969	---
Pigment (percent by weight)		Table 1	D 3723	---
Titanium dioxide		3.2.14	D 1394	4.3.16

4.3.1 Prohibited materials.

4.3.1.1 Lead content. Determine lead in accordance with ASTM D 3335 or by the use of an X-ray fluorescence spectrometer in accordance with the manufacturer's manual. The X-ray method shall be used in case of dispute. Evaluate for compliance with 3.1.2.

4.3.1.2 Chromium (hexavalent) content. Add 5 ml of 25 percent aqueous KOH (potassium hydroxide) to 0.5 g of the extracted pigment contained in a centrifuge tube. Agitate by shaking and centrifuge. A yellow color in the supernatant liquid indicates the presence of hexavalent chromium. If the results of the above test are inconclusive, then use the procedure in ASTM D 3718 to test for chromium content. Evaluate results for compliance with 3.1.2.

4.3.2 Condition in the container. Before stirring the contents of the container in which the material was originally packaged, check for evidence of biological growth and corrosion. Then lower a spatula into the container and determine whether the paint has livered or developed hard settling. Disperse the paint with the spatula for 5 minutes and examine for compliance with 3.2.1.

4.3.3 Appearance. Draw down the paint on a clear glass panel to a wet film thickness of 0.33 mm (0.013 in), and allow to dry for 24 hours at standard conditions. Evaluate for conformance with 3.2.2.

4.3.4 Accelerated package stability. Fill a 550 mL (1 pint) resin-lined friction-top can with the sample. Ensure that the bulk sample from which the cans are filled is well stirred and uniform, that the containers used are clean, and that the lids are applied promptly to the cans to prevent evaporation losses. Store at a temperature of 52°C for 2 weeks. Evaluate following the procedure in ASTM D 1849, except allow hand stirring for

5 minutes to ensure uniform distribution. Evaluate the consistency for conformance with Table 1. Draw down the paint as described in 4.3.3. Evaluate for conformance with 3.2.3.

4.3.5 Flexibility. Determine flexibility in accordance with Method B of ASTM D 522. Draw down the paint to a wet film thickness of 0.13 mm (0.005 in) on a clean, bare, cold-rolled steel panel. Air-dry the panel for 24 hours at standard conditions, then bake for 5 hours at $105^{\circ}\text{C} \pm 2^{\circ}\text{C}$, and finally condition the panel for 30 minutes at standard conditions. Bend over a 13 mm (0.5 in) diameter cylindrical mandrel and examine under a magnification of 7 diameters for compliance with 3.2.4.

4.3.6 Water resistance. Prepare a 10 by 15 cm concrete panel as specified in Method 2051 Procedure B of FED-STD-141. Draw down to a wet film thickness of 0.33 mm (0.013 in) and allow it to dry in a horizontal position at standard conditions for 72 hours. Immerse one-half of the painted panel in distilled water at $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$. After 18 hours, remove the panel from the water and allow it to dry for 2 hours at standard conditions. Evaluate for conformance with 3.2.5.

4.3.7 Abrasion resistance.

4.3.7.1 Sample preparation. Draw down the paint on four glass panels measuring approximately 100 by 200 mm to a dry film thickness of 0.102 mm to 0.107 mm.

4.3.7.2 Baked films. Air-dry two of the panels for 24 hours at standard conditions and then bake for 5 hours at $105^{\circ}\text{C} \pm 2^{\circ}\text{C}$. After baking, condition the panels for 30 minutes at standard conditions and then run the abrasion test as specified in 4.3.7.4.

4.3.7.3 Weathered films. Air-dry the other two panels for 48 hours at standard conditions then subject the panels to accelerated weathering in accordance with 4.3.10. Remove the panels and condition for 24 hours at standard conditions, then run the abrasion test as specified in 4.3.7.4.

4.3.7.4 Test. Subject the panels to the abrasion test in accordance with ASTM D 968, Method A, except that the inside diameter of the metal guide tube shall be from 18.97 to 19.05 mm. Five liters of unused sand shall be used for each test panel. The test shall be run on two test panels. (Note: Five liters of sand weigh 7.94 kg.) Evaluate for compliance with 3.2.11.

4.3.8 Freeze-thaw stability. Test in accordance with ASTM D 2243 for three freeze-thaw cycles. Perform the consistency test in accordance with ASTM D 562 and the scrub resistance test as described in 4.3.12. Check for conformance with 3.2.6.

4.3.9 Color.

4.3.9.1 Sample preparation. Use the test panels prepared for the accelerated weathering test (4.3.10.1).

4.3.9.2 Daylight directional reflectance. For the white paint, determine the directional reflectance before and after weathering in accordance with ASTM E 1347 using the 45/0 illumination. Evaluate for conformance with Table 1.

4.3.9.3 Color match. For colors other than white and yellow, determine the color difference of the paint before and after weathering in accordance with ASTM D 2244 using CIE Illuminant D65 with the 10 degree standard observer. Evaluate for conformance with 3.2.7.

4.3.9.4 Yellow color match. Determine the color match for yellow paint before and after weathering in accordance with ASTM D 1729 with the daylight illumination represented by CIE Illuminant D75 or D65. Evaluate for conformance with 3.2.7.3.

4.3.10 Accelerated weathering.

4.3.10.1 Sample preparation. Apply the paint at a wet film thickness of 0.33 mm (0.013 in) to four 8 by 15 cm solvent-cleaned aluminum panels. Air-dry the sample for 48 hours under standard conditions.

4.3.10.2 Testing conditions. Test in accordance with ASTM G 154 using both ultraviolet light (UV-B PS-40) and condensate exposure, 300 hours total, alternating 4 hours of UV exposure at 60°C and 4 hours of condensate exposure at 40°C.

4.3.10.3 Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in 4.3.9.2 and 4.3.9.3. Evaluate for conformance with the color requirements in 3.2.7. Using the procedure described in 4.3.12, run the scrub resistance test. Evaluate for conformance with 3.2.13.

4.3.11 Dry opacity. Use the procedure of ASTM 2805, calculate the contrast ratio of the paint applied at a wet film thickness of 0.13 mm (0.005 in). Evaluate for conformance with Table 1.

4.3.12 Scrub resistance. Using the procedure of ASTM D 2486 modified to use the 8 by 15 cm test panels from the accelerated weathering test (4.3.10), evaluate for conformance with 3.2.13.

4.3.13 Heat-shear stability. One pint of the paint is sheared in a kitchen blender at high speed to 65°C. The blender should have a tight-fitting lid and taped to minimize volatile loss. When the paint reaches 65°C, stop the blender, immediately can and apply

a cover. Let cool a minimum of 12 hours and examine for gelling or other signs of instability. Evaluate for compliance with 3.2.8.

4.3.14 Skimming. Place 188 mL of the paint in a 250 mL container and seal. Invert the container momentarily and then place upright in a dark environment at 22.2–26.7°C (70-80°F) for 48 hours. Examine for compliance with 3.2.9.

4.3.15 Dry-through (early washout) (For Type II only). Draw down the paint on a glass panel to a wet film thickness of 0.33 mm (0.013 in). Immediately place in a humidity chamber maintained at 23°C ± 2°C and 90% ± 3% relative humidity. Test in accordance with ASTM D 1640, except that the pressure exerted will be the minimum needed to maintain contact with the thumb and film. Check for compliance with 3.2.10.

4.3.16 Titanium dioxide content. Determine the titanium dioxide content using the aluminum reduction method of ASTM D 1394. Evaluate for conformance with 3.2.14.

5. PACKAGING.

5.1 Packaging, packing and marking. The paint shall be packaged in containers as required by the procurement documents. Unless otherwise specified, each container shall be labeled with the following information:

Name: PAINT, TRAFFIC AND AIRFIELD MARKING, WATERBORNE
 Specification: TT-P-1952E, Type:
 Color:
 Batch Number:
 Date of Manufacture:
 Quantity of Paint in Container:
 Information and Warnings as may be required by Federal and State Laws:
 Manufacturer's Name and Address:

5.2 Special marking.

5.2.1 Shipping container markings. Each shipping container shall be marked:

"PROTECT FROM FREEZING - STORE ABOVE 2°C (35°F)"

5.2.2 Unit container markings. Each unit container shall be marked as follows:

"PROTECT FROM FREEZING - STORE ABOVE 2°C (35°F)"

"After opening, maintain a thin layer of water on surface of paint during storage to prevent skinning."

"Use only in equipment designed for water-based paints."

"This paint may be reflectorized by dropping glass beads conforming to TT-B-1325 onto the wet paint. The surface to be coated shall be free from dirt, oil, grease, curing compounds, or other contaminants, and loose, peeling, or poorly bonded paint. The paint shall be applied to the surface at a wet film thickness of 0.33 mm (0.013 in), while air and surface temperatures are above 10°C (50°F) and rising."

6. NOTES.

INFORMATION FOR GUIDANCE ONLY. (This section contains information of a general or explanatory nature that is helpful, but is not mandatory.)

6.1 Intended use. (This paragraph is non-mandatory and shall not supersede specific use requirements in contract documents.) These paints are intended for use on concrete, bituminous, brick, or stone surfaces of airfields, highways, bridges, tunnels, streets, or parking lots when applied at a wet film thickness of 0.33 mm (0.013 in) by traffic-striping equipment designed for water-based paints. The white and yellow paint stripes should preferably be reflectorized for night visibility by adding glass beads conforming to TT-B-1325. A wet film thickness of 0.457–0.635 mm (0.018–0.025 in) is commonly specified when Type IV A beads are used and 0.381–0.457 mm (0.015–0.018 in) is commonly specified when Type IV B beads are used. The black paint is intended for use as a border around markings on light-colored pavements and as an obliterating paint for painting out existing markings to permit remarking in a different manner.

Type I - For use under normal weather conditions, i.e., 50% relative humidity, moderate temperatures and slight breezes. Not for use at the greater thickness required for the larger diameter Type IV beads.

Type II - For use under adverse conditions, i.e., night striping, higher humidity (around 80%), low air movement and lower surface temperatures, down to 10°C (50°F). Not for use at the greater thickness required for the larger diameter Type IV beads.

Type III - For use under normal weather conditions where higher durability and greater adhesion to glass beads is desired. Minimum application temperature should be 12.8°C (55°F) and rising. Low temperature will result in greater dry time, especially when specifying increased thickness as required when using Type IV beads.

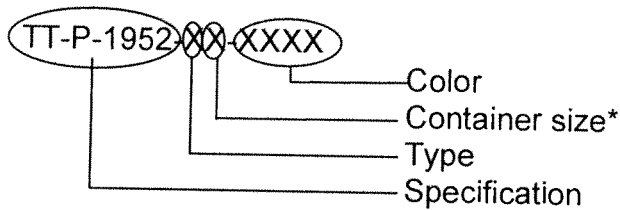
6.2 Ordering data. Purchasers should select the preferred options permitted herein, and include the following information in procurement documents:

- a. Title and date of this specification.
- b. Type required (see 1.2).
- c. Color required (see 1.2.2 and 6.3).
- d. Size and requirements for containers (see 5.1).
- e. Packaging and packing level.
- f. Marking required (see 5.1 and 5.2).
- g. Requirements for Material Safety Data Sheets.

6.3 Colors. The most common colors and their FED-STD-595 color chip numbers are:

- a. Yellow – 33538
- b. Green – 34108
- c. Black – 37038
- d. Blue -- 35180
- e. Red – 31136
- f. White -- 37925

6.4 Part Identification number (PIN). Part numbers for cataloging purposes under this specification may be coded as follows:



*Container size codes:

- 1 - 3.78 liters (1 gallon)
- 2 - 18.9 liters (5 gallons)
- 3 - 113.4 liters (30 gallons)
- 4 - 207.9 liters (55 gallons)

6.5 Key Word Listing.

- a. Paint
- b. Reflective beads
- c. Traffic
- d. Airfield

MILITARY INTERESTS

Custodian
Air Force -- 99
Navy -- YD

Reviewing Activity
Air Force -- 50

CIVIL AGENCY
COORDINATING ACTIVITIES:

FAA -- AAS -- 100

Preparing Activity
Air Force-84

Agent activity
Air Force-99

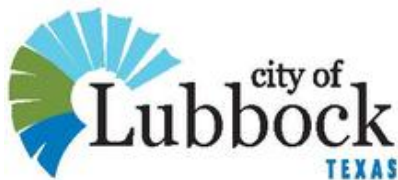
Project 8010-2007-011

NOTE: The activities listed above were interested in this document as of the date of this document. Since organizations and responsibilities can change, you should verify the currency of the information above using the ASSIST Online database at <http://assist.daps.dla.mil>.

City of Lubbock, TX
Runway Taxiway Marking Paint
Bid Tabulation
March 27, 2014

ITB 14-11770-TS
Runway Taxiway Marking Paint

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	GL	2000	White Runway/Taxiway Marking Paint			
			Swarco/Colorado Paint Co.	Denver, CO	8	\$ 16,980
			The Sherwin-Williams Company	Cleveland, OH	9	17,300
			Allstates Coatings Company	Gladewater, TX	9	18,460
			Ennis Paint, Inc.	Thomasville, NC	10	19,000
			Centerline Supply	Grand Prairie, TX	11	21,900
2	GL	1200	Yellow Runway/Taxiway Marking Paint			
			Swarco/Colorado Paint Co.	Denver, CO	8	10,188
			The Sherwin-Williams Company	Cleveland, OH	9	10,380
			Allstates Coatings Company	Gladewater, TX	10	11,400
			Ennis Paint, Inc.	Thomasville, NC	10	11,580
			Centerline Supply	Grand Prairie, TX	11	12,900
3	GL	400	Black Runway/Taxiway Marking Paint			
			Swarco/Colorado Paint Co.	Denver, CO	8	3,356
			The Sherwin-Williams Company	Cleveland, OH	9	3,460
			Ennis Paint, Inc.	Thomasville, NC	9	3,600
			Allstates Coatings Company	Gladewater, TX	10	3,900
			Centerline Supply	Grand Prairie, TX	14	5,440
4	GL	500	Red Runway/Taxiway Marking Paint			
			Swarco/Colorado Paint Co.	Denver, CO	10	5,245
			Ennis Paint, Inc.	Thomasville, NC	12	6,125
			Centerline Supply	Grand Prairie, TX	13	6,300
			Allstates Coatings Company	Gladewater, TX	13	6,625
			The Sherwin-Williams Company	Cleveland, OH	15	7,500
5	LBS	6,000	Type III Glass Beads			
			The Sherwin-Williams Company	Cleveland, OH	1	5,400
			Swarco Reflex, Inc.	Mexia, TX	3	19,500
			Centerline Supply	Grand Prairie, TX	4	21,900
			Ennis Paint, Inc.	Thomasville, NC	5	30,000
			All or None:			
			Swarco Reflex, Inc.(Item 5)	Mexia, TX		\$ 19,500
			Swarco/Colorado Paint Co.(Items 1-4)	Denver, CO		35,769
			Allstates Coatings Company(Items 1-4)	Gladewater, TX		40,385
			The Sherwin-Williams			
			Company(Items 1-5)	Cleveland, OH		44,040
			Centerline Supply(Items 1-5)	Grand Prairie, TX		68,440
			Ennis Paint, Inc.(Items 1-5)	Thomasville, NC		70,305



Regular City Council Meeting

5. 27.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute a Job Order Contract, Contract 11801, with Collier Construction Company of Lubbock, Texas for the construction of a new addition to the Animal Shelter located at 3323 Southeast Loop 289.

Item Summary

This contract, per the Specs and Plans by Stiles & Wallace Associates, dated November 21st, 2013, and their value engineering/work summary letter dated January 14th, 2014, will perform all of the work to complete the building addition of approximately 4,956 square feet. This includes all dirt work, fencing, concrete, masonry, reinforcing steel, structural and miscellaneous steel, rough and finish carpentry, roofing and sheet metal, hollow metal doors, hardware, and glazing, acoustical panel ceilings, painting, coating for floors & pens, fire extinguishers, power washing equipment, 45-stainless kennel enclosures and gates, fire sprinkler system, plumbing, HVAC, and electrical work.

The \$946,110 contract with Collier Construction Company is made through National Joint Powers Alliance (NJPA) which is a cooperative purchasing membership that serves over 50,000 members. NJPA offers a multitude of contracted products, equipment and service opportunities to education, state and local governments and other non-profit entities. This cooperative purchasing membership agreement provides benefits to the City including: compliance with state bid requirements, qualified vendors for goods and services, reduced administrative costs, reduced cost of goods and services, and increased efficiency.

The City Council must pass a resolution requesting that Lubbock be allowed to participate on a voluntary basis in the cooperative purchasing membership pursuant, to the Inter-local Cooperation Act, Chapter 791, Government Code, and Cooperative Purchasing Program, Chapter 271, Local Government Code.

Fiscal Impact

\$1,200,000 is appropriated in CIP 92307, Animal Shelter Expansion, with \$946,110 available for this purpose.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

[Resolution & Contract - Collier Construction Company](#)

[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. 11801 for animal shelter renovations, by and between the City of Lubbock and Collier Construction Company, 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.

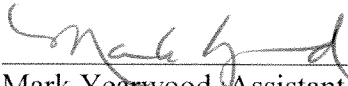
Passed by the City Council on _____.

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:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Collier Construction
March 10, 2014

Work Order Signature Document

NJPA EZIQ Contract No.: TX04-112012-CCC	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 017877.00	Work Order Date: 2/24/2014
Work Order Title: City of Lubbock Animal Shelter Renovations	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Collier Construction Company</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Jim McMillan</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 741-1982</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQ Contract No.: TX04-112012-CCC	
Brief Work Order Description: <u>City of Lubbock Animal Shelter Renovations</u>	

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
0178770.00	City of Lubbock Animal Shelter Renovation	\$946,109.69

CITY OF LUBBOCK

Glen C. Robertson, Mayor

Jim McMillan by Kent Carter

Jim McMillan, Project Manager
Collier Construction Company

Attest: _____
Rebecca Garza, City Secretary

Owner's Representative
Wesley Everett

Wesley Everett, Director of Facilities

APPROVED AS CONTENT:
Mark Yearwood

Mark Yearwood, Chief Information Office
Assistant City Manager

APPROVED AS TO FORM:
Chalmer

Assistant City Attorney



Detailed Scope of Work

To: Jim McMillan
Collier Construction Company
2202 Avenue E
Lubbock, TX 79404
806-741-1982

From: George Lisenbe
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 775-3000

Date Printed: February 24, 2014

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

Brief Scope: City of Lubbock - Animal Shelter Renovation

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Per the Specs and Plans by Stiles & Wallace Associates, dated November 21st, 2013, and their value engineering/work summary letter dated January 14th, 2014: Perform all of the work to complete the building addition 51'-11 5/8" wide x 95'-4" long. This includes all dirt work, fencing, concrete, masonry, reinforcing steel, structural and miscellaneous steel, rough and finish carpentry, roofing and sheet metal, hollow metal doors, hardware, and glazing, acoustical panel ceilings, painting, coating for floors & pens, fire extinguishers, power washing equipment, 45-stainless kennel enclosures and gates, fire sprinkler system, plumbing, HVAC, and electrical work.


Contractor

3-10-14
Date


Owner

3/5/14
Date

Contractor's Price Proposal - Summary

Date: February 24, 2014

Re: IQC Master Contract #: TX04-112012-CCC
Work Order #: 017877.00
Owner PO #:
Title: City of Lubbock - Animal Shelter Renovation
Contractor: Collier Construction Company
Proposal Value: \$946,109.69

01 - General Requirements	\$12,652.06
02 - Site Work	\$2,632.92
03 - Concrete	\$67,571.45
04 - Masonry	\$148,867.48
05 - Metals	\$121,513.29
06 - Wood, Plastic, and Composites	\$8,262.73
07 - Thermal & Moisture Protection	\$64,603.99
08 - Openings	\$24,049.45
09 - Finishes	\$21,256.01
10 - Specialties	\$2,031.11
11 - Equipment	\$41,444.90
12 - Furnishings	\$953.05
13 - Special Construction	\$169,175.00
21 - Fire Suppression	\$14,136.22
22 - Plumbing	\$67,955.82
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$77,016.45
26 - Electrical	\$31,095.34
27 - Communications	\$2,485.04
28 - Electronic Safety And Security	\$2,824.38
31 - Earthwork	\$26,865.17
32 - Exterior Improvements	\$36,823.14
33 - Utilities	\$1,894.69
Proposal Total	\$946,109.69

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 22.24%

Contractor's Price Proposal - Detail

Date: February 24, 2014

Re: IQC Master Contract #: TX04-112012-CCC
 Work Order #: 017877.00
 Owner PO #:
 Title: City of Lubbock - Animal Shelter Renovation
 Contractor: Collier Construction Company
 Proposal Value: \$946,109.69

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01 - General Requirements					
1	01 22 23 00 0891		WK	6,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$8,045.51
			Installation	Quantity 2.50 x Unit Price 2,474.21 x Factor 1.3007 = Total 8,045.51	
2	01 22 23 00 0891 0042			For Equipment Without Operator, Deduct	-\$1,769.03
			Installation	Quantity 1.00 x Unit Price -1,360.06 x Factor 1.3007 = Total -1,769.03	
3	01 52 19 00 0003		MO	Portable Toilets, Chemical	\$1,638.70
			Installation	Quantity 14.00 x Unit Price 89.99 x Factor 1.3007 = Total 1,638.70	
				Two toilets for 7 months	
4	01 56 26 00 0010		LF	Temporary 6' High Chain Link Fence And Posts, > 6 To 12 Months	\$738.54
			Installation	Quantity 340.00 x Unit Price 1.67 x Factor 1.3007 = Total 738.54	
				Around perimeter of jobsite	
5	01 56 26 00 0010 0081			For > 250 To 500 LF, Deduct	-\$71.86
			Installation	Quantity 325.00 x Unit Price -0.17 x Factor 1.3007 = Total -71.86	
6	01 56 26 00 0065		EA	15' Wide, 6' High, Temporary Chain Link Fence Gate, > 6 To 12 Months	\$244.78
			Installation	Quantity 1.00 x Unit Price 188.19 x Factor 1.3007 = Total 244.78	
7	01 74 19 00 0015		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,825.42
			Installation	Quantity 5.00 x Unit Price 588.21 x Factor 1.3007 = Total 3,825.42	
Subtotal for 01 - General Requirements					\$12,652.06
02 - Site Work					
8	02 41 13 13 0028		SY	> 3" To 6" By Machine, Break-up And Remove Wire Mesh Reinforced Concrete Paving	\$1,777.28
			Installation	Quantity 112.00 x Unit Price 12.20 x Factor 1.3007 = Total 1,777.28	
				Old sidewalk and slab	
9	02 41 16 13 0060		CF	Demo Concrete Footing For Fence, Gate Or Playground Equipment Post, Etc. Includes excavation.	\$764.07
			Installation	Quantity 107.00 x Unit Price 5.49 x Factor 1.3007 = Total 764.07	
10	02 41 19 13 0038		LF	Saw Cut Concrete Slab Or Paving Up To 4" Depth	\$91.57
			Installation	Quantity 55.00 x Unit Price 1.28 x Factor 1.3007 = Total 91.57	
				Existing concrete slab	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

Subtotal for 02 - Site Work							\$2,632.92	
03 - Concrete								
11	03 11 13 00 0009	LF	Up To 6" High Slab Edge and Block-Out Wood Formwork				\$6,360.74	
			Quantity	Unit Price	Factor	Total		
		Installation	2,264.00 x	2.16 x	1.3007 =	6,360.74		
			L.F. Curb forming @ the 45 pens					
12	03 11 13 00 0094	EA	6" Diameter Sleeves Or Chases for Concrete Formwork, Plastic or Sheet Metal				\$233.68	
			Quantity	Unit Price	Factor	Total		
		Installation	26.00 x	6.91 x	1.3007 =	233.68		
			Drain lines under footings, S2.2					
13	03 15 16 00 0006	LF	1/2" x 1" Polyurethane Expansion Joint, Poured, 2 Parts				\$390.21	
			Quantity	Unit Price	Factor	Total		
		Installation	250.00 x	1.20 x	1.3007 =	390.21		
			Sidewalk expansion joints					
14	03 15 16 00 0013	LF	1/2" x 6" Premolded Felt Asphalt Expansion Joint, In Slabs Or Walls				\$365.13	
			Quantity	Unit Price	Factor	Total		
		Installation	232.00 x	1.21 x	1.3007 =	365.13		
			Sidewalk to wall					
15	03 15 16 00 0043	SF	Asphalt Felt Control Joint, 30 LB Felt Bond Breaker				\$120.18	
			Quantity	Unit Price	Factor	Total		
		Installation	220.00 x	0.42 x	1.3007 =	120.18		
			Building slab at outside wall					
16	03 15 16 00 0048	LF	24 Gauge Galvanized Steel Keyed Joint, 4-1/2" Cold Expansion Or Control Joint				\$2,834.30	
			Quantity	Unit Price	Factor	Total		
		Installation	986.00 x	2.21 x	1.3007 =	2,834.30		
			In slab, 7/S1.1					
17	03 21 11 00 0006	TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6				\$15,040.25	
			Quantity	Unit Price	Factor	Total		
		Installation	7.20 x	1,606.00 x	1.3007 =	15,040.25		
			In concrete and masonry walls					
18	03 22 11 00 0002	SF	6 x 6 x #10, 21 LB/CSF, Welded Wire Reinforcement In Slabs, (W 1.4 x W 1.4)				\$702.64	
			Quantity	Unit Price	Factor	Total		
		Installation	1,460.00 x	0.37 x	1.3007 =	702.64		
			Sidewalks					
19	03 31 13 00 0009	CY	Direct Chute, Place 3000 PSI Concrete Continuous Footings				\$4,618.95	
			Quantity	Unit Price	Factor	Total		
		Installation	33.00 x	107.61 x	1.3007 =	4,618.95		
			Exterior footings					
20	03 31 13 00 0014	CY	Concrete Pump, Place 3000 PSI Concrete Spread FootingsExcludes pumping equipment.				\$8,825.70	
			Quantity	Unit Price	Factor	Total		
		Installation	55.00 x	123.37 x	1.3007 =	8,825.70		
			Interior footings					
21	03 31 13 00 0028	CY	Up To 6", By Concrete Pump, Place 3000 PSI Concrete Slab On GradeExcludes pumping equipment.				\$11,586.64	
			Quantity	Unit Price	Factor	Total		
		Installation	80.00 x	111.35 x	1.3007 =	11,586.64		
			In pen curbs					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

03 - Concrete

22	03 31 13 00 0092	HR	150' Boom Truck For Concrete Placement (100 CY Per Hour Rating)						\$12,805.55	
			Installation	Quantity		Unit Price		Factor	Total	
				32.00	x	307.66	x	1.3007	= 12,805.55	
			For interior slabs & curbs & pouring wall cavities							
23	03 35 16 00 0006	SF	Concrete Floor Finishes, Steel Trowel						\$3,687.48	
			Installation	Quantity		Unit Price		Factor	Total	
				6,300.00	x	0.45	x	1.3007	= 3,687.48	
			On all flat surfaces							

Subtotal for 03 - Concrete \$67,571.45

04 - Masonry

24	04 05 16 26 0015	SF	Grout Cavity Walls - 4" Space Concrete Fill (0.333 CF/SF)						\$24,626.93	
			Installation	Quantity		Unit Price		Factor	Total	
				5,520.00	x	3.43	x	1.3007	= 24,626.93	
			Exterior and interior masonry walls							
25	04 05 19 13 0007	CLF	#8 (For 8" Walls), Mill Galvanized, 9 Gauge Side Rods, 9 Gauge Cross Rods, Ladder-Type, Masonry Wall Reinforcement						\$1,433.90	
			Installation	Quantity		Unit Price		Factor	Total	
				40.50	x	27.22	x	1.3007	= 1,433.90	
			CMU horizontal reinforcement							
26	04 05 23 13 0007	LF	1-5/8" Width, T-Style, PVC, Masonry Control Joint						\$625.64	
			Installation	Quantity		Unit Price		Factor	Total	
				260.00	x	1.85	x	1.3007	= 625.64	
			Exterior walls							
27	04 22 23 13 0033	SF	8" x 16" x 4", Normal Weight, Regular, Partition Concrete Block						\$15,471.83	
			Installation	Quantity		Unit Price		Factor	Total	
				1,950.00	x	6.10	x	1.3007	= 15,471.83	
			At 45 pens							
28	04 22 23 13 0035	SF	8" x 16" x 8", Normal Weight, Regular, Partition Concrete Block						\$74,479.12	
			Installation	Quantity		Unit Price		Factor	Total	
				7,780.00	x	7.36	x	1.3007	= 74,479.12	
			At exterior walls and 45 pens							
29	04 22 23 13 0035 0031		For Special Color, Add						\$15,560.01	
			Installation	Quantity		Unit Price		Factor	Total	
				6,646.00	x	1.80	x	1.3007	= 15,560.01	
			At exterior walls							
30	04 22 23 13 0061	LF	8" x 16" x 8" Regular Weight, Bond Beam Or Lintel Concrete Block (Block Only)						\$7,518.46	
			Installation	Quantity		Unit Price		Factor	Total	
				728.00	x	7.94	x	1.3007	= 7,518.46	
			In exterior walls and across pens							
31	04 22 23 13 0061 0034		For Grout And Fill With 2 #5 Rebar, Add						\$5,302.56	
			Installation	Quantity		Unit Price		Factor	Total	
				762.00	x	5.35	x	1.3007	= 5,302.56	
32	04 23 13 00 0003	SF	8" x 8" x 4" Thick Plain Glass Block						\$3,849.03	
			Installation	Quantity		Unit Price		Factor	Total	
				144.00	x	20.55	x	1.3007	= 3,849.03	

Subtotal for 04 - Masonry \$148,867.48

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

05 - Metals

33	05 05 23 00 0005	EA	1/2" Diameter x 6" Length, Plain Steel, J-Type Cast In Place Anchor Bolt						\$537.55	
			Quantity	Unit Price	Factor	=	Total			
		Installation	112.00 x	3.69 x	1.3007	=	537.55			
			@ Wood nailers, A6							
34	05 05 23 00 0142	EA	3/4" Diameter x 5-1/2" Length, Zinc Plated Steel, Wedge Anchor Expansion Bolt						\$8,806.39	
			Quantity	Unit Price	Factor	=	Total			
		Installation	550.00 x	12.31 x	1.3007	=	8,806.39			
			Structural roof supports, S3.1							
35	05 05 23 00 1153	EA	3/8" Diameter x 4-1/2" Length, 304/18-8 Stainless Steel, Hex Head Bolt						\$1,092.59	
			Quantity	Unit Price	Factor	=	Total			
		Installation	210.00 x	4.00 x	1.3007	=	1,092.59			
			Embeds at trench angle							
36	05 12 23 00 0011	TON	0-10 LB/LF Rolled Shape Steel Angles						\$36,646.62	
			Quantity	Unit Price	Factor	=	Total			
		Installation	3.90 x	7,224.24 x	1.3007	=	36,646.62			
			Misc. structural, S3.1							
37	05 12 23 00 0082	TON	2" x 2" Weight Range 4-6 LB/LF Structural Tubing - Square						\$1,772.33	
			Quantity	Unit Price	Factor	=	Total			
		Installation	0.25 x	5,450.38 x	1.3007	=	1,772.33			
			Misc. structural, S3.1							
38	05 12 23 00 0108	SF	1/2" Masonry plates, filler plates, sole plates and anchor strap						\$925.27	
			Quantity	Unit Price	Factor	=	Total			
		Installation	26.00 x	27.36 x	1.3007	=	925.27			
			Embed plates, S3.1							
39	05 21 19 00 0001	TON	H, J Or K Open Web Joist, 0-30' Span, Steel, Horizontal Bridging						\$1,481.78	
			Quantity	Unit Price	Factor	=	Total			
		Installation	0.64 x	1,780.03 x	1.3007	=	1,481.78			
			Roof, S3.1							
40	05 21 19 00 0003	TON	LJ Or LH Open Web Joist, < 96' Span, Steel, Bolted Cross Bridging						\$27,002.48	
			Quantity	Unit Price	Factor	=	Total			
		Installation	10.30 x	2,015.53 x	1.3007	=	27,002.48			
41	05 31 00 00 0019	SF	1-1/2" Deep, 20 Gauge Open Ribbed Galvanized Steel Deck						\$15,023.09	
			Quantity	Unit Price	Factor	=	Total			
		Installation	5,500.00 x	2.10 x	1.3007	=	15,023.09			
			Roof, S3.1							
42	05 53 00 00 0006	SF	1" x 3/16" Steel, Welded Grating						\$7,049.79	
			Quantity	Unit Price	Factor	=	Total			
		Installation	400.00 x	13.55 x	1.3007	=	7,049.79			
			Trench covers							
43	05 53 00 00 0006 0118		For 304 Stainless Steel, Add Bearing bars at 1-3/16" O.C. and crossbars at 4" O.C.						\$21,175.40	
			Quantity	Unit Price	Factor	=	Total			
		Installation	400.00 x	40.70 x	1.3007	=	21,175.40			

Subtotal for 05 - Metals **\$121,513.29**

06 - Wood, Plastic, and Composites

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

06 - Wood, Plastic, and Composites

44	06 11 16 00 0149	LF	2" x 8" Pressure Treated Wood Blocking To Concrete						\$2,891.77
		Installation	Quantity	Unit Price	Factor	=	Total		
			573.00	3.88	1.3007		2,891.77		
			Wall coping, A6						
45	06 41 13 00 0017	LF	> 24" To 30" Width, 34-1/2" High x 24" Deep Built In Place Base CabinetPrefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.						\$1,126.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	144.33	1.3007		1,126.38		
			Cabinets						
46	06 41 13 00 0017 0066		For Premium Grade, Add						\$440.78
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	56.48	1.3007		440.78		
47	06 41 13 00 0017 0124		For 4 Drawer Unit, Add						\$440.78
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	56.48	1.3007		440.78		
48	06 41 13 00 0072	EA	> 36" To 42" Wide, 24" High x 13" Deep Double Door Wall CabinetPrefinished with solid hardwood face frames, hardwood door frames. Hardwood veneer on raised door panels.						\$1,939.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	248.48	1.3007		1,939.19		
49	06 41 13 00 0072 0066		For Premium Grade, Add						\$873.84
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	111.97	1.3007		873.84		
50	06 41 93 00 0002	EA	Hinges, Concealed, Steel, Full Or Half Overlay, Self Closing						\$276.16
		Installation	Quantity	Unit Price	Factor	=	Total		
			16.00	13.27	1.3007		276.16		
51	06 41 93 00 0004	EA	Pull Handles, Solid Brass						\$147.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00	9.43	1.3007		147.19		
52	06 41 93 00 0010	EA	Door Catch						\$126.64
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	12.17	1.3007		126.64		

Subtotal for 06 - Wood, Plastic, and Composites \$8,262.73

07 - Thermal & Moisture Protection

53	07 13 53 00 0025	CSF	20 Mil PVC Vapor Barrier						\$2,752.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			64.00	33.07	1.3007		2,752.91		
			Under slab, 1/S1.1						
54	07 13 53 00 0025 0017		For Joint Taping, Add						\$320.49
		Installation	Quantity	Unit Price	Factor	=	Total		
			64.00	3.85	1.3007		320.49		
55	07 13 53 00 0025 0019		For Application To Horizontal Surfaces, Deduct						-\$119.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			64.00	-1.43	1.3007		-119.04		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

07 - Thermal & Moisture Protection

56	07 19 13 00 0002	SF	Spray On Vertical Wall Protection Sealing System, Concrete Block Or Brick						\$8,576.82	
			Quantity	Unit Price	Factor		Total			
		Installation	7,850.00 x	0.84 x	1.3007 =		8,576.82			
			Apply two layers on outside of exterior CMU walls							
57	07 22 16 00 0003	SF	1/2" Thick, R1.3, High-Density Fiberboard, Roof Board Insulation						\$6,080.77	
			Quantity	Unit Price	Factor		Total			
		Installation	5,500.00 x	0.85 x	1.3007 =		6,080.77			
58	07 22 16 00 0003 0132		For Mechanically Fastened To Wood Or Steel, Deduct						-\$930.00	
			Quantity	Unit Price	Factor		Total			
		Installation	5,500.00 x	-0.13 x	1.3007 =		-930.00			
59	07 22 16 00 0014	SF	1" Thick, R2.78, Perlite, Roof Board Insulation						\$133.45	
			Quantity	Unit Price	Factor		Total			
		Installation	90.00 x	1.14 x	1.3007 =		133.45			
			At AC curbs							
60	07 22 16 00 0014 0132	MOD	For Mechanically Fastened To Wood Or Steel, Deduct						-\$15.22	
			Quantity	Unit Price	Factor		Total			
		Installation	90.00 x	-0.13 x	1.3007 =		-15.22			
61	07 22 16 00 0049	SF	2-1/2" Thick, R16.67, Polyisocyanurate, Roof Board Insulation						\$11,446.16	
			Quantity	Unit Price	Factor		Total			
		Installation	5,500.00 x	1.60 x	1.3007 =		11,446.16			
62	07 22 16 00 0049 0134	MOD	For Mechanically Fastened To Wood Or Steel, Deduct						-\$500.77	
			Quantity	Unit Price	Factor		Total			
		Installation	5,500.00 x	-0.07 x	1.3007 =		-500.77			
63	07 22 16 00 0084	SF	1/2" Tapered Polyisocyanurate Board						\$4,392.41	
			Quantity	Unit Price	Factor		Total			
		Installation	976.00 x	3.46 x	1.3007 =		4,392.41			
			Per roof plan							
64	07 22 16 00 0084 0025	SF	For Setting In Hot Asphalt, Add						\$457.01	
			Quantity	Unit Price	Factor		Total			
		Installation	976.00 x	0.36 x	1.3007 =		457.01			
65	07 51 13 00 0051	LF	4" x 4" Perlite Cant Strip						\$663.36	
			Quantity	Unit Price	Factor		Total			
		Installation	340.00 x	1.50 x	1.3007 =		663.36			
			At base flashings							
66	07 54 23 00 0003	SQ	60 Mil, Single Ply TPO Roofing Membrane, Fully AdheredIncludes adhesive.						\$10,119.12	
			Quantity	Unit Price	Factor		Total			
		Installation	55.00 x	141.45 x	1.3007 =		10,119.12			
67	07 54 23 00 0003 0113		For 15 Year Warranty, Add						\$199.01	
			Quantity	Unit Price	Factor		Total			
		Installation	51.00 x	3.00 x	1.3007 =		199.01			
			As specified							
68	07 54 23 00 0009	EA	Up To 3" Pipe Diameter, Prefabricated TPO Pipe Cone/BootIncludes attaching the boot to the membrane, caulking around the pipe and installing a draw band.						\$131.21	
			Quantity	Unit Price	Factor		Total			
		Installation	4.00 x	25.22 x	1.3007 =		131.21			
			At roof vents							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

07 - Thermal & Moisture Protection

69	07 54 23 00 0012	LF	30" Wide, TPO Walkway Protection Pad						\$4,140.23
			Installation	Quantity	Unit Price	Factor	=	Total	
				302.00	10.54	1.3007		4,140.23	
				x	x				
			Around HVAC units						
70	07 54 23 00 0013	SF	TPO Membrane Base Flashing						\$5,950.31
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,530.00	2.99	1.3007		5,950.31	
				x	x				
			Roof membrane						
71	07 62 00 00 0051	SF	24 Gauge, Galvanized Steel Flashing						\$5,600.97
			Installation	Quantity	Unit Price	Factor	=	Total	
				637.00	6.76	1.3007		5,600.97	
				x	x				
			Wall coping						
72	07 63 00 00 0028	EA	2-3/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 2" Pipe						\$81.38
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	62.57	1.3007		81.38	
				x	x				
			At plumbing vents						
73	07 63 00 00 0029	EA	3-3/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 3" Pipe						\$373.14
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	71.72	1.3007		373.14	
				x	x				
			At plumbing vents						
74	07 72 13 00 0051	EA	62" x 122" Outside Frame Dimensions, 12" Height, 18 Gauge, Insulated Galvanized Steel, Prefabricated Roof Curb						\$752.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	376.21	1.0000		752.42	
				x	x				
			HVAC roof curbs						
75	07 72 13 00 0051 0236		For Sloped Roofs Up To 1 In 12 Pitch, Add						\$68.32
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	34.16	1.0000		68.32	
				x	x				
76	07 92 00 00 0038	CLF	3/8" x 3/4" Joint, Polysulfide Sealant And Caulking						\$1,427.54
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.25	258.24	1.3007		1,427.54	
				x	x				
77	07 95 13 00 0025	LF	Exterior Roof To Wall Expansion Joint, 2" Opening Aluminum Assemblies						\$2,501.99
			Installation	Quantity	Unit Price	Factor	=	Total	
				67.00	28.71	1.3007		2,501.99	
				x	x				

Subtotal for 07 - Thermal & Moisture Protection \$64,603.99

08 - Openings

78	08 05 13 00 0004	EA	For > 2 To 4 SF, Factory Installed 20 Gauge Metal Frame For Vision Glass In Door, Add						\$391.42
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	100.31	1.3007		391.42	
				x	x				
79	08 05 13 00 0011	EA	For > 2 To 4 SF, Site Installed 20 Gauge Metal Frame For Vision Glass In Door, Add						\$515.51
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	132.11	1.3007		515.51	
				x	x				
80	08 12 13 13 0090	EA	3' x >7'-2" Through 9' x 6-3/4" Deep Metal Door Frame, 16 Gauge						\$3,114.70
			Installation	Quantity	Unit Price	Factor	=	Total	
				9.00	266.07	1.3007		3,114.70	
				x	x				
			Reference specs						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

08 - Openings

81	08	12	13	13	0090	0073	EA	For Welded Frames, Add									\$526.78	
								Installation	Quantity		Unit Price		Factor	=	Total			
									9.00	x	45.00	x	1.3007	=	526.78			
82	08	12	13	13	0090	0082		For 14 Gauge Frame, Add										\$579.11
								Installation	Quantity		Unit Price		Factor	=	Total			
									9.00	x	49.47	x	1.3007	=	579.11			
83	08	13	13	13	0057		EA	3' x 6'-8" x 1-3/4" 18 Gauge Metal Door (Unrated)										\$423.91
								Installation	Quantity		Unit Price		Factor	=	Total			
									1.00	x	325.91	x	1.3007	=	423.91			
								Reference specs										
84	08	13	13	13	0138		EA	3' x 7' x 1-3/4" 16 Gauge Metal Door (Unrated)										\$4,630.49
								Installation	Quantity		Unit Price		Factor	=	Total			
									8.00	x	445.00	x	1.3007	=	4,630.49			
85	08	13	13	13	0138	0096		For 14 Gauge, Grade III, Extra Heavy Duty, Add										\$1,892.09
								Installation	Quantity		Unit Price		Factor	=	Total			
									9.00	x	161.63	x	1.3007	=	1,892.09			
86	08	13	13	13	0138	0102		For Galvanized Steel, Add										\$709.52
								Installation	Quantity		Unit Price		Factor	=	Total			
									9.00	x	60.61	x	1.3007	=	709.52			
87	08	71	16	00	0122		EA	Satin Chrome Finish, 500 LB Max Door Weight, Intermediate Mount, 3/4" Offset Pivot Hinge (Ives 7215 INT)										\$1,141.48
								Installation	Quantity		Unit Price		Factor	=	Total			
									9.00	x	97.51	x	1.3007	=	1,141.48			
								Reference specs										
88	08	71	16	00	0521		EA	2-1/2" Base Diameter, Convex Or Concave Rubber Insert, Satin Chrome Finish, Wrought Brass Wall Bumper (Ives WS406/407)										\$55.67
								Installation	Quantity		Unit Price		Factor	=	Total			
									4.00	x	10.70	x	1.3007	=	55.67			
89	08	71	16	00	0572		EA	4" Projection, Rigid Type, Satin Aluminum Finish, Aluminum Wall Stop And Manual Door Holder (Ives WS20)										\$203.95
								Installation	Quantity		Unit Price		Factor	=	Total			
									4.00	x	39.20	x	1.3007	=	203.95			
90	08	71	16	00	1025		EA	8" x 36", 0.050" Thick, Bright/Satin Chrome Finish, Brass Kick Plate										\$460.45
								Installation	Quantity		Unit Price		Factor	=	Total			
									5.00	x	70.80	x	1.3007	=	460.45			
91	08	71	16	00	2054		EA	1" Flattened x 1/2" Round Aluminum Door Pulls, 10" Long										\$196.51
								Installation	Quantity		Unit Price		Factor	=	Total			
									4.00	x	37.77	x	1.3007	=	196.51			
92	08	71	16	00	2073		EA	8" x 16" Aluminum Push Plate Door Hardware										\$96.41
								Installation	Quantity		Unit Price		Factor	=	Total			
									4.00	x	18.53	x	1.3007	=	96.41			
93	08	71	16	00	2077		EA	3' Push Bar Exit Device, Rim Type, Fire RatedAnodized finish: aluminum or dark brown. Von Duprin Series 22.										\$2,826.68
								Installation	Quantity		Unit Price		Factor	=	Total			
									5.00	x	434.64	x	1.3007	=	2,826.68			
94	08	71	16	00	2153		EA	Surface Mounted Heavy Duty Door Closer - LCN 4040/4041 Series										\$1,777.99
								Installation	Quantity		Unit Price		Factor	=	Total			
									5.00	x	273.39	x	1.3007	=	1,777.99			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

08 - Openings

95	08 71 16 00 2193	EA	Heavy Duty Cylindrical Entrance Lockset F82Satin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).						\$1,437.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	221.11	1.3007	x	1,437.99		
96	08 71 16 00 2201	EA	Extra Heavy Duty Cylindrical Entrance Lockset F82Satin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3300).						\$979.15
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	250.93	1.3007	x	979.15		
97	08 71 16 00 2206	EA	Extra Heavy Duty Cylindrical Full Dummy Trim LocksetSatin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3300).						\$1,191.31
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	183.18	1.3007	x	1,191.31		
98	08 71 16 00 2235	EA	Single Cylinder Deadbolt, Key One Side, Knob One SideCylindrical, ANSI Grade 1, interchangeable core, bright brass or satin chromium finish.						\$115.10
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	88.49	1.3007	x	115.10		
99	08 71 19 00 0081	LF	7/16" Neoprene Insert, 90 Degree, Aluminum Retainer Door Sweep (Pemko 315CN)						\$147.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			15.00	7.57	1.3007	x	147.69		
100	08 71 19 00 0082	LF	11/16" Neoprene Insert, 90 Degree, Aluminum Retainer Door Sweep (Pemko 368CN)						\$40.97
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	10.50	1.3007	x	40.97		
101	08 71 19 00 0143	LF	2-1/2" Aluminum Overhead Rain Drip With Slotted Holes (Pemko 346C)						\$163.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	6.29	1.3007	x	163.63		
102	08 71 19 00 0148	LF	1/2" x 1/4", Silicon Compression Bulb, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko S88)						\$50.42
		Installation	Quantity	Unit Price	Factor	=	Total		
			17.00	2.28	1.3007	x	50.42		
103	08 71 19 00 0150	LF	5/16" x 1/2", Silicone Single Fin, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko S77)						\$248.76
		Installation	Quantity	Unit Price	Factor	=	Total		
			75.00	2.55	1.3007	x	248.76		
104	08 71 21 00 0022	LF	6" Width, 1/2" Height, Aluminum Saddle Threshold (Pemko 172A)						\$131.76
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	20.26	1.3007	x	131.76		

Subtotal for 08 - Openings \$24,049.45

09 - Finishes

105	09 24 33 00 0002	CSF	1/2" Cement Parging						\$4,712.85	
		Installation	Quantity	Unit Price	Factor	=	Total			
			9.25	391.71	1.3007	x	4,712.85			
			On exterior masonry walls below grade, two coats, per spec 04200, par 3.13							
106	09 91 13 00 0225	LF	Paint Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$168.57	
		Installation	Quantity	Unit Price	Factor	=	Total			
			162.00	0.80	1.3007	x	168.57			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

09 - Finishes

107	09 91 13 00 0329	LF	Paint Conduit, Steel Pipe 1/2" To 1-1/2" Diameter, One Coat Primer						\$62.04
			Installation	Quantity	Unit Price	Factor	=	Total	
				90.00	0.53	1.3007		62.04	
			Roof top gas lines						
108	09 91 13 00 0329 0251		For Epoxy Paint, Add						\$7.02
			Installation	Quantity	Unit Price	Factor	=	Total	
				90.00	0.06	1.3007		7.02	
109	09 91 13 00 0339	LF	Paint Conduit, Steel Pipe 1/2" To 1-1/2" Diameter, Two Coats						\$127.60
			Installation	Quantity	Unit Price	Factor	=	Total	
				90.00	1.09	1.3007		127.60	
110	09 91 23 00 0040	SF	Paint Interior Concrete Block, 1 Coat Filler, Brush Work						\$2,381.14
			Installation	Quantity	Unit Price	Factor	=	Total	
				4,694.00	0.39	1.3007		2,381.14	
111	09 91 23 00 0042	SF	Paint Interior Concrete Block, 2 Coats Paint, Brush Work						\$5,250.72
			Installation	Quantity	Unit Price	Factor	=	Total	
				4,694.00	0.86	1.3007		5,250.72	
112	09 91 23 00 0226	SF	Paint Interior Concrete Floors And Decks, One Coat Bonding Agent, Sprayed						\$1,688.31
			Installation	Quantity	Unit Price	Factor	=	Total	
				5,900.00	0.22	1.3007		1,688.31	
113	09 91 23 00 0260	EA	Paint Interior Door, Both Faces, 1 Coat Paint, Spray						\$319.11
			Installation	Quantity	Unit Price	Factor	=	Total	
				9.00	27.26	1.3007		319.11	
114	09 91 23 00 0261	EA	Paint Interior Door, Both Faces, 2 Coats Paint, Spray						\$596.79
			Installation	Quantity	Unit Price	Factor	=	Total	
				9.00	50.98	1.3007		596.79	
115	09 91 33 00 0024	GAL	Acrylic Urethane Sealer						\$5,941.86
			Installation	Quantity	Unit Price	Factor	=	Total	
				65.00	70.28	1.3007		5,941.86	
			Two coats on floors and on pen walls						

Subtotal for 09 - Finishes \$21,256.01

10 - Specialties

116	10 44 13 00 0007	EA	12" x 27" x 7-3/4" Inside Dimensions, Recessed Steel Fire Extinguisher Cabinet						\$1,169.20
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	179.78	1.3007		1,169.20	
117	10 44 16 13 0012	EA	10# Dry Chemical, Type ABC Portable Fire Extinguisher						\$861.91
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	132.53	1.3007		861.91	

Subtotal for 10 - Specialties \$2,031.11

11 - Equipment

118	11 00 00 00 0000		Install central pressure washing system, with ten remote connections (Spray Master)						\$41,200.00
		NPP	Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	32,960.00	1.2500		41,200.00	
			Pressure washer with 10 remotes						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00
 Work Order Title: City of Lubbock - Animal Shelter Renovation

11 - Equipment

119	11 68 13 00 0457	LF	TuffTurf Geotextile Fabric, (12 1/2' Wide Roll), Order an Additional 20% for Overlap/Waste, per LF (Landscape Structures® 109694A)					\$244.90
			Quantity	Unit Price	Factor	=	Total	
	Installation		33.00	4.68	1.3007	x	200.88	
	Demolition		36.00	0.94	1.3007	x	44.02	
	Landscape							

Subtotal for 11 - Equipment \$41,444.90

12 - Furnishings

120	12 36 61 16 0004	SF	1/2" Solid Polyester (Corian) CountertopQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).					\$890.62
			Quantity	Unit Price	Factor	=	Total	
	Installation		27.00	25.36	1.3007	x	890.62	
121	12 36 61 16 0004 0030	LF	For Each LF Of Half Round Edge, Add					\$62.43
			Quantity	Unit Price	Factor	=	Total	
	Installation		6.00	8.00	1.3007	x	62.43	

Subtotal for 12 - Furnishings \$953.05

13 - Special Construction

122	13 00 00 00 0000		Build and install 90 new stainless steel pens, matching the existing pens, except with improved stainless steel tracks, cables, rollers and hardware to prevent rust and deterioration.					\$169,175.00
		NPP	Quantity	Unit Price	Factor	=	Total	
	Installation		1.00	135,340.00	1.2500	x	169,175.00	

Subtotal for 13 - Special Construction \$169,175.00

21 - Fire Suppression

123	21 13 13 00 0006	EA	Exposed Piping, Wet Automatic Sprinkler System, Ordinary HazardIncludes branch pipe and fittings, supports and sprinkler heads.					\$10,722.45
			Quantity	Unit Price	Factor	=	Total	
	Installation		40.00	206.09	1.3007	x	10,722.45	
124	21 13 13 00 0023	EA	Recessed Chrome Sprinkler Head Escutcheon, Two Piece					\$403.74
			Quantity	Unit Price	Factor	=	Total	
	Installation		40.00	7.76	1.3007	x	403.74	
125	21 13 13 00 0027	EA	4" Alarm Valve - Wet System					\$2,225.97
			Quantity	Unit Price	Factor	=	Total	
	Installation		1.00	1,711.36	1.3007	x	2,225.97	
126	21 22 16 00 0434	EA	Horn And 75 Candela Strobe, Alarm Devices, Industrial Fire Control System (Ansul 429695)					\$784.06
			Quantity	Unit Price	Factor	=	Total	
	Installation		5.00	120.56	1.3007	x	784.06	

Subtotal for 21 - Fire Suppression \$14,136.22

22 - Plumbing

127	22 05 76 00 0011	EA	4" Heavy Duty Floor Cleanout, Round Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover					\$7,122.40
			Quantity	Unit Price	Factor	=	Total	
	Installation		14.00	391.13	1.3007	x	7,122.40	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

22 - Plumbing

128	22 05 76 00 0046	EA	6" Cleanout Tee With Cast Bronze Screw Plug And Square Nickel Bronze Cover							\$2,183.69
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			2.00		839.43		1.3007		2,183.69	
129	22 07 19 00 0521	LF	1-1/2" Pipe, (1-5/8" Outside Diameter Pipe), 1/2" Thick Insulation, Flexible Elastomeric Unicellular Cover							\$1,884.71
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			460.00		3.15		1.3007		1,884.71	
130	22 11 16 00 0189	LF	2" Hard Drawn Type L Copper Tube/Pipe							\$907.00
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			36.00		19.37		1.3007		907.00	
131	22 11 16 00 0551	LF	1" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							\$1,398.90
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			90.00		11.95		1.3007		1,398.90	
132	22 11 19 00 0170	EA	8" Thick Wall, Cast Bronze, Non Freeze, Nikaloy Face, Integral Vacuum Breaker Wall Hydrant							\$324.06
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			1.00		249.14		1.3007		324.06	
133	22 13 16 00 0137	EA	6" x 4" Bell And Spigot Cast Iron Reducing Double Wye							\$10,529.47
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			51.00		158.73		1.3007		10,529.47	
134	22 13 16 00 0800	LF	4" Schedule 40 ABS-PVC DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							\$15,850.17
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			978.00		12.46		1.3007		15,850.17	
135	22 13 16 00 0801	LF	6" Schedule 40 ABS-PVC DWV Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.							\$4,687.20
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			180.00		20.02		1.3007		4,687.20	
136	22 13 16 00 0859	EA	4" Schedule 40 ABS-PVC DWV P-Traps							\$2,963.88
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			51.00		44.68		1.3007		2,963.88	
137	22 13 19 13 0004	EA	6" Round Top Floor Drain With 3" Outlet, Bronze Top							\$13,289.90
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			50.00		204.35		1.3007		13,289.90	
138	22 13 19 13 0028	EA	6" x 6" Floor Drain With 2" Bottom Outlet, Nikaloy Top							\$310.56
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			1.00		238.76		1.3007		310.56	
139	22 14 26 13 0031	EA	9" x 9" Cast Iron Roof Drain With 4" Outlet, Cast Iron Promenade Top							\$4,481.04
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			10.00		344.51		1.3007		4,481.04	
140	22 14 26 13 0069	EA	6" Outlet, Bronze Roof Drain Downspout Nozzle							\$847.48
		Installation	Quantity	x	Unit Price	x	Factor	=	Total	
			2.00		325.78		1.3007		847.48	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

22 - Plumbing

141	22 42 16 00 0097	EA	24" x 20" Enameled Cast Iron Wall Mount Service Sink With Stainless Steel Rim Guard, Trap Standard (American Standard 7695.000)						\$804.14
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	618.24	1.3007	x	804.14		
142	22 42 39 00 0057	EA	8" Spout With Vacuum Break And Bottom Fork Brace, Wall Mount Service Sink Faucet, Stops In Integral Arm, Wrist Blade Handles, American Standard 8345.119						\$371.22
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	285.40	1.3007	x	371.22		

Subtotal for 22 - Plumbing \$67,955.82

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

143	23 05 23 00 0124	EA	1" Ball Valve, Brass Body, Threaded Or Sweated, 125 LB, Regular Port						\$36.99
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	28.44	1.3007	x	36.99		
144	23 05 23 00 0125	EA	1-1/4" Ball Valve, Brass Body, Threaded Or Sweated, 125 LB, Regular Port						\$52.44
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	40.32	1.3007	x	52.44		
145	23 05 23 00 0127	EA	2" Ball Valve, Brass Body, Threaded Or Sweated, 125 LB, Regular Port						\$76.86
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	59.09	1.3007	x	76.86		
146	23 05 23 00 0993	EA	1-1/4" NPT Flow Control Valve, Iron And Bronze, Water Balancing Valve With Pressures Up To 300 PSIG						\$181.10
			Quantity	Unit Price	Factor	=	Total		
		Installation	1.00	139.23	1.3007	x	181.10		
147	23 05 29 00 0735	EA	3" Adjustable Pipe Saddle Support, Type 38						\$1,136.68
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00	87.39	1.3007	x	1,136.68		
148	23 05 93 00 0016	EA	Balancing HVAC Duct System, Ceiling Height > 12' Supply, Return, Exhaust, Register And Diffuser						\$2,158.12
			Quantity	Unit Price	Factor	=	Total		
		Installation	34.00	48.80	1.3007	x	2,158.12		
149	23 07 13 00 0019	SF	1", 3 LB/CF FSK Rigid Fiber Glass Board Insulation						\$2,720.54
			Quantity	Unit Price	Factor	=	Total		
		Installation	664.00	3.15	1.3007	x	2,720.54		
150	23 11 23 00 0114	EA	3/4" Port, 425 MBTU Pressure Regulator With Over Pressure Protection Device For Corrugated Stainless Steel Tubing (CSST), Flexible Gas Pipe						\$448.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00	172.48	1.3007	x	448.69		
151	23 11 23 00 0120	EA	3/4" Gas Stop, Brass						\$57.60
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00	22.14	1.3007	x	57.59		
152	23 21 13 23 0004	LF	3/4" Schedule 40 Threaded Black Steel Pipe With 150 LB Malleable Iron Fitting Assembly Includes all hangers and all fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.						\$514.17
			Quantity	Unit Price	Factor	=	Total		
		Installation	59.00	6.70	1.3007	x	514.17		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

153	23 21 13 23 0006	LF	1-1/4" Schedule 40 Threaded Black Steel Pipe With 150 LB Malleable Iron Fitting Assembly Includes all hangers and all fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.						\$397.55
		Installation	Quantity	Unit Price	Factor	=	Total		
			36.00	8.49	1.3007		397.55		
154	23 31 13 13 0003	LB	Sheet Metal Ductwork, Low Pressure, Field Fabricated, Galvanized, Field Assemble And Install						\$7,975.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,460.00	4.20	1.3007		7,975.89		
155	23 31 13 16 0010	LF	14" Round Galvanized Sheet Metal Duct, Factory Fabricated, Field Installed, Low Pressure						\$3,300.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			250.00	10.15	1.3007		3,300.53		
156	23 31 13 16 0031	EA	8" Round Galvanized Sheet Metal 90 Degree Elbows, Factory Fabricated, Field Installed, Low Pressure						\$102.59
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	26.29	1.3007		102.59		
157	23 31 13 16 0034	EA	14" Round Galvanized Sheet Metal 90 Degree Elbows, Factory Fabricated, Field Installed, Low Pressure						\$689.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			7.00	75.77	1.3007		689.88		
158	23 31 13 16 0046	EA	14" Round Galvanized Sheet Metal 45 Degree Elbows, Factory Fabricated, Field Installed, Low Pressure						\$172.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	66.46	1.3007		172.89		
159	23 31 13 16 0067	EA	8" Round Connector						\$154.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	11.84	1.3007		154.00		
160	23 31 13 16 0070	EA	14" Round Connector						\$2,803.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			95.00	22.69	1.3007		2,803.72		
161	23 31 13 16 0078	LF	8" Round Spiral Duct, Galvanized, 26 Gauge, Slip Joint						\$93.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00	5.98	1.3007		93.34		
162	23 31 13 16 0081	LF	14" Round Spiral Duct, Galvanized, 26 Gauge, Slip Joint						\$1,963.46
		Installation	Quantity	Unit Price	Factor	=	Total		
			139.00	10.86	1.3007		1,963.46		
163	23 74 13 00 0028	EA	15 Ton Electric Cooling, 300 MBH Gas Heating, Self Contained Package Rooftop Unit						\$51,979.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	19,981.32	1.3007		51,979.41		
									Greenheck in lieu of Aaon brand
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)									\$77,016.45

26 - Electrical

164	26 01 50 52 0335	EA	2 Lamp, 32 Watt TBX Compact Fluorescent, 277 V, 5% Light Level, Electronic Dimming Ballast						\$791.97
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	152.22	1.3007		791.97		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

26 - Electrical

165	26 05 29 00 0073	EA	3/4", One Hole Steel Conduit Strap							\$275.10
			Installation	Quantity	Unit Price	Factor	=	Total		
				150.00	1.41	1.3007		275.10	x	
166	26 05 29 00 0083	EA	1/2", One Hole Iron Conduit Strap							\$398.79
			Installation	Quantity	Unit Price	Factor	=	Total		
				210.00	1.46	1.3007		398.79	x	
167	26 05 29 00 0085	EA	1", One Hole Iron Conduit Strap							\$172.47
			Installation	Quantity	Unit Price	Factor	=	Total		
				78.00	1.70	1.3007		172.47	x	
168	26 05 33 13 0283	LF	1/2" EMT Conduit							\$4,097.21
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,875.00	1.68	1.3007		4,097.21	x	
169	26 05 33 13 0284	LF	3/4" EMT Conduit							\$3,796.35
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,410.00	2.07	1.3007		3,796.35	x	
170	26 05 33 13 0285	LF	1" EMT Conduit							\$2,529.99
			Installation	Quantity	Unit Price	Factor	=	Total		
				734.00	2.65	1.3007		2,529.99	x	
171	26 05 33 13 0317	EA	3/4" EMT Compression Coupling							\$532.77
			Installation	Quantity	Unit Price	Factor	=	Total		
				160.00	2.56	1.3007		532.77	x	
172	26 05 33 13 0318	EA	1" EMT Compression Coupling							\$392.29
			Installation	Quantity	Unit Price	Factor	=	Total		
				80.00	3.77	1.3007		392.29	x	
173	26 05 33 13 0327	EA	1/2" EMT Box Connector With Set Screw							\$147.66
			Installation	Quantity	Unit Price	Factor	=	Total		
				66.00	1.72	1.3007		147.66	x	
174	26 05 33 13 0349	EA	1/2" EMT Box Compression Connector							\$294.61
			Installation	Quantity	Unit Price	Factor	=	Total		
				75.00	3.02	1.3007		294.61	x	
175	26 05 33 13 0350	EA	3/4" EMT Box Compression Connector							\$953.67
			Installation	Quantity	Unit Price	Factor	=	Total		
				195.00	3.76	1.3007		953.67	x	
176	26 05 33 13 0351	EA	1" EMT Box Compression Connector							\$276.27
			Installation	Quantity	Unit Price	Factor	=	Total		
				40.00	5.31	1.3007		276.27	x	
177	26 05 33 13 0383	EA	1/2" EMT To Flexible Conduit Compression Adapter							\$1,381.47
			Installation	Quantity	Unit Price	Factor	=	Total		
				190.00	5.59	1.3007		1,381.47	x	
178	26 05 33 13 0470	EA	3/4" IMC Type C Two Hub Conduit Body With Cover							\$140.94
			Installation	Quantity	Unit Price	Factor	=	Total		
				4.00	27.09	1.3007		140.94	x	
179	26 05 33 16 0010	EA	3"-1/2" x 3-3/4" Steel Masonry Box With Cover, 1 Gang, Flush Mount							\$1,842.83
			Installation	Quantity	Unit Price	Factor	=	Total		
				140.00	10.12	1.3007		1,842.83	x	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

26 - Electrical

180	26 05 33 16 0201	EA	2 Gang 4-1/2" x 1-5/8" Box, Concealed With Cover, 3/4" Knock Out, Solid Outlet Box						\$1,002.45
		Installation	Quantity	Unit Price	Factor	=	Total		
			35.00	22.02	1.3007		1,002.45		
181	26 09 23 00 0125	EA	Passive Infrared, Wall Switch Mounted Occupancy Sensor (Watt Stopper WI-200)						\$105.02
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	80.74	1.3007		105.02		
182	26 24 16 00 0370	EA	1 Pole GFI, 120/240 Volt, 15-20 A, "Arc Fault" Circuit Breaker, 10,000 Amp Interrupting Capacity						\$997.61
		Installation	Quantity	Unit Price	Factor	=	Total		
			18.00	42.61	1.3007		997.61		
183	26 27 26 00 0133	EA	20 A, 120/277 V SPST Switch						\$13.71
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	10.54	1.3007		13.71		
184	26 27 26 00 0134	EA	20 A, 120/277 V 3-Way Switch						\$67.79
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	13.03	1.3007		67.79		
185	26 27 26 00 0135	EA	20 A, 120/277 V 4-Way Switch						\$148.33
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	28.51	1.3007		148.33		
186	26 27 26 00 0138	EA	15A 120/277 V, Single Pole, Momentary Contact Switch, Toggle, Three Position, Center Off						\$48.93
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	37.62	1.3007		48.93		
187	26 28 16 00 0127	EA	100 A, Fused Disconnect Switch, NEMA 1, General Duty, With Fuses, 240 V, 3 Phase						\$426.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	327.57	1.3007		426.07		
188	26 51 13 00 0124	EA	3 T8 Lamps, 2' x 4', Parabolic, Lay-In/Troffer, Recessed Fluorescent Fixture						\$8,639.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			44.00	150.96	1.3007		8,639.56		
189	26 53 00 00 0010	EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-UpIncludes two circular side mounted krypton emergency lights.						\$1,621.48
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	207.77	1.3007		1,621.48		

Subtotal for 26 - Electrical

\$31,095.34

27 - Communications

190	27 14 13 16 0009	MLF	6 Pair #12 AWG, Solid, Low Voltage, Placed In Conduit, Alarm And Communications Cable						\$2,485.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.42	4,548.91	1.3007		2,485.04		

Subtotal for 27 - Communications

\$2,485.04

28 - Electronic Safety And Security

191	28 31 23 00 0084	EA	Superduct, Signature Duct Smoke Detector (EST3 SIGA-SD)						\$569.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	218.97	1.3007		569.63		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

28 - Electronic Safety And Security

192	28	31	23	00	0518	EA	Addressable Single Action Manual Pull Station (Simplex 4099-9001)					\$908.67
							Installation	Quantity	Unit Price	Factor	=	Total
								5.00	139.72	1.3007		908.67
								x	x			
193	28	31	23	00	0543	EA	Wall Mounted Horn Strobe, Multi-Candela, Red (Wheelock HS4-24MCW-FR)					\$1,196.47
							Installation	Quantity	Unit Price	Factor	=	Total
								7.00	131.41	1.3007		1,196.47
								x	x			
194	28	31	23	00	0551	EA	Wall Mounted Strobe, Multi-Candela, Red (Simplex 4906-9101)					\$149.61
							Installation	Quantity	Unit Price	Factor	=	Total
								1.00	115.02	1.3007		149.61
								x	x			

Subtotal for 28 - Electronic Safety And Security \$2,824.38

31 - Earthwork

195	31	05	13	00	0004	CY	Native Clean Fill Soil/Dirt - Common					\$6,400.22
							Installation	Quantity	Unit Price	Factor	=	Total
								278.00	17.70	1.3007		6,400.22
								x	x			
							Compacted pad slab					
196	31	05	16	00	0002	CY	#3 Stone Aggregate Fill (1" To 2" Clean)					\$1,643.24
							Installation	Quantity	Unit Price	Factor	=	Total
								55.00	22.97	1.3007		1,643.24
								x	x			
							At gravel drive add 2"					
197	31	05	16	00	0026	CY	Aggregate PlacementIncludes Spreading, Grading, Compaction Rolling					\$1,392.85
							Installation	Quantity	Unit Price	Factor	=	Total
								59.00	18.15	1.3007		1,392.85
								x	x			
							At drive					
198	31	23	16	13	0003	CY	Over 12" Wide, Excavation for Trenching by Machine in Soil					\$980.52
							Installation	Quantity	Unit Price	Factor	=	Total
								216.00	3.49	1.3007		980.52
								x	x			
							At exterior footings and plumbing trenches					
199	31	23	16	13	0003	0056	For > 50 To 250, Add					\$106.37
							Installation	Quantity	Unit Price	Factor	=	Total
								94.00	0.87	1.3007		106.37
								x	x			
200	31	23	16	13	0008	CY	Excavation For Trenching By Hand In Loose RockIncludes stockpiling excess materials and trimming sides and bottom of trench.					\$4,224.67
							Installation	Quantity	Unit Price	Factor	=	Total
								58.00	56.00	1.3007		4,224.67
								x	x			
							At pen walls and drain trenches					
201	31	23	16	13	0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine					\$250.75
							Installation	Quantity	Unit Price	Factor	=	Total
								119.00	1.62	1.3007		250.75
								x	x			
							At plumbing trenches					
202	31	23	16	13	0010	0060	For > 20 To 50, Add					\$40.04
							Installation	Quantity	Unit Price	Factor	=	Total
								38.00	0.81	1.3007		40.04
								x	x			
203	31	23	16	13	0011	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand					\$212.35
							Installation	Quantity	Unit Price	Factor	=	Total
								18.00	9.07	1.3007		212.35
								x	x			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

31 - Earthwork

204	31 23 16 13 0018	CY	Load Excess Material by Machine for Removal from Excavation for Trenching						\$164.47
		Installation	Quantity	Unit Price	Factor	=	Total		
			45.00	2.81	1.3007		164.47		
205	31 23 16 13 0018 0071		For > 50 To 250, Add						\$0.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	0.70	1.3007		0.00		
206	31 23 16 13 0050	LF	Backfill 8" Wide, 24" Deep Trench, With Compaction						\$478.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,150.00	0.32	1.3007		478.66		
207	31 23 16 33 0014	CY	Relocating On Site Excavated Material From Bulk Excavation Over 1000'						\$2,753.19
		Installation	Quantity	Unit Price	Factor	=	Total		
			305.00	6.94	1.3007		2,753.19		
208	31 23 16 33 0020	CY	Loading Excess Material For Removal From Bulk Excavation						\$1,202.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			305.00	3.03	1.3007		1,202.04		
209	31 23 16 36 0006	CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil						\$325.33
		Installation	Quantity	Unit Price	Factor	=	Total		
			74.00	3.38	1.3007		325.33		
210	31 23 16 36 0018	CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader						\$184.02
		Installation	Quantity	Unit Price	Factor	=	Total		
			54.00	2.62	1.3007		184.02		
211	31 23 16 36 0019	CY	Backfilling Around Building Foundations And Other Structures By Hand						\$364.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			18.00	15.55	1.3007		364.07		
212	31 23 16 36 0022	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand						\$2,235.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			168.00	10.23	1.3007		2,235.44		
213	31 23 16 36 0025	SY	Finish Grading For Building Foundations And Other Structures by Machine						\$457.85
		Installation	Quantity	Unit Price	Factor	=	Total		
			440.00	0.80	1.3007		457.85		
214	31 23 16 36 0026	SY	Finish Grading For Building Foundations And Other Structures by Hand						\$392.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	3.02	1.3007		392.81		
215	31 23 16 36 0028	CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine						\$1,972.90
		Installation	Quantity	Unit Price	Factor	=	Total		
			480.00	3.16	1.3007		1,972.90		
216	31 23 16 36 0031	CY	Spread Excess Or Imported Material On Site By Machine						\$38.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			22.00	1.35	1.3007		38.63		
217	31 23 16 43 0103	BCY	Roadway Excavation Scraper - Soil						\$113.58
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	1.48	1.3007		113.58		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

31 - Earthwork

218	31 24 13 00 0018	SY	Finish Grade Roadway, Parking Areas, Landscaping And Embankments By Machine						\$685.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,255.00	0.42	1.3007		685.60		
219	31 25 14 16 0015	SY	P300 Permanent Polypropylene Turf Reinforcement Mat100% synthetic, UV stabilized, two layer netting.						\$245.57
		Installation	Quantity	Unit Price	Factor	=	Total		
			32.00	5.90	1.3007		245.57		
Subtotal for 31 - Earthwork									\$26,865.17

32 - Exterior Improvements

220	32 13 13 00 0014	SF	5" Thick Slab On Grade, 3000 PSI Assembly						\$24,106.52
		Installation	Quantity	Unit Price	Factor	=	Total		
			5,050.00	3.67	1.3007		24,106.52		
221	32 16 13 13 0008	LF	6" X 24" Cast In Place Concrete Curb						\$503.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			37.00	10.47	1.3007		503.88		
									Under fence
222	32 16 23 00 0002	SF	4" Cast In Place Concrete Sidewalk With Wire Mesh						\$6,925.90
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,475.00	3.61	1.3007		6,925.90		
223	32 31 13 00 0007	VLF	6" Diameter Hole, Auger By Machine Fence Post Hole In Soil						\$142.58
		Installation	Quantity	Unit Price	Factor	=	Total		
			18.00	6.09	1.3007		142.58		
224	32 31 13 00 0008	VLF	8" Diameter Hole, Auger By Machine Fence Post Hole In Soil						\$104.42
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00	6.69	1.3007		104.42		
225	32 31 13 00 0024	VLF	Concrete Fill, 6" Diameter Hole						\$142.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	5.48	1.3007		142.56		
226	32 31 13 00 0025	VLF	Concrete Fill, 8" Diameter Hole						\$114.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			12.00	7.33	1.3007		114.41		
227	32 31 13 00 0083	LF	2-1/2" Outside Diameter Galvanized Steel Post, 7' To 10' In Length						\$252.86
		Installation	Quantity	Unit Price	Factor	=	Total		
			30.00	6.48	1.3007		252.86		
228	32 31 13 00 0090	LF	3" Outside Diameter Galvanized Steel Post, 7' To 10' In Length						\$448.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			50.00	8.96	1.0000		448.00		
229	32 31 13 00 0275	EA	4' Wide x 6' High Single Gate Galvanized Steel Without Barbed Wire						\$249.03
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	182.53	1.3007		237.42		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			1.00	8.93	1.3007		11.62		
230	32 31 13 00 0275 0214		For Gate With Double Barb Wire Arm, Add						\$32.40
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	24.91	1.3007		32.40		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017877.00

Work Order Title: City of Lubbock - Animal Shelter Renovation

32 - Exterior Improvements										
231	32	31	13	00	0640	EA	Barbed Wire Extension Arms 3 Strands (Single Arm)	\$74.00		
							Quantity	Unit Price	Factor	Total
						Installation	7.00	x 4.90	x 1.3007	= 44.61
						Demolition	9.00	x 2.51	x 1.3007	= 29.38
232	32	31	13	00	0727	LF	Removal And Reinstallation Of Chain Link Fence 6' To 12' Height	\$1,418.28		
							Quantity	Unit Price	Factor	Total
						Installation	116.00	x 9.40	x 1.3007	= 1,418.28
233	32	31	26	00	0025	LF	Barbed Wire, Galvanized Per Strand	\$46.83		
							Quantity	Unit Price	Factor	Total
						Installation	120.00	x 0.30	x 1.3007	= 46.83
234	32	91	13	36	0001	MSF	Rake Topsoil With Machine	\$227.83		
							Quantity	Unit Price	Factor	Total
						Installation	5.70	x 30.73	x 1.3007	= 227.83
							Around building			
235	32	91	19	13	0003	CY	Remove Topsoil, 6" Deep Stockpile On Site	\$524.44		
							Quantity	Unit Price	Factor	Total
						Installation	160.00	x 2.52	x 1.3007	= 524.44
							For building pad			
236	32	91	19	13	0012	SY	Furnish And Place Imported Screened Topsoil, 2" Deep	\$1,509.20		
							Quantity	Unit Price	Factor	Total
						Installation	566.00	x 2.05	x 1.3007	= 1,509.20
							Around building			

Subtotal for 32 - Exterior Improvements \$36,823.14

33 - Utilities

237	33	31	00	00	0023	LF	6" Schedule 40 ABS-PVC Sewer And Drain Pipe	\$1,118.54		
							Quantity	Unit Price	Factor	Total
						Installation	135.00	x 6.37	x 1.3007	= 1,118.54
238	33	31	00	00	0044	EA	6" 1/8 Bend, ABS-PVC Sewer And Drain	\$196.30		
							Quantity	Unit Price	Factor	Total
						Installation	4.00	x 37.73	x 1.3007	= 196.30
239	33	31	00	00	0052	EA	6" Long Sweep 1/4 Bend, ABS-PVC Sewer And Drain	\$83.35		
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 32.04	x 1.3007	= 83.35
240	33	31	00	00	0086	EA	6" Wye, ABS-PVC Sewer And Drain	\$137.87		
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 53.00	x 1.3007	= 137.87
241	33	31	00	00	0121	EA	6" Clean Out Tees With Plug, ABS-PVC Sewer And Drain	\$358.63		
							Quantity	Unit Price	Factor	Total
						Installation	2.00	x 137.86	x 1.3007	= 358.63

Subtotal for 33 - Utilities \$1,894.69

Proposal Total \$946,109.69

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 22.24%



Subcontractor Listing

Date: February 24, 2014

Re: IQC Master Contract #: TX04-112012-CCC
Work Order #: 017877.00
Owner PO #:
Title: City of Lubbock - Animal Shelter Renovation
Contractor: Collier Construction Company
Proposal Value: \$946,109.69

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



FORM SUMMARY:

The policy quoted includes the following forms, endorsements and exclusions, which may not be deleted.

FORM	ED. DATE	FORM NAME
CNACOVERPG	04/13	Proprietary Coverage Page Form
CNA62641XX	09/12	First Party Glossary of Defined Terms
CNA62642XX	09/12	Common Terms and Conditions
CNA62646XX	09/12	Bridge Endorsement
CNA62647XX	09/12	First Party Terms and Conditions
CNA62814TX	09/12	Cancellation / Non-Renewal - Texas
CNA62815TX	09/12	Amendatory Endorsement - Texas
CNA62855TX	09/12	Important Notice - For Texas Policyholders
CNA62856TX	09/12	To Obtain Information Or Make A Complaint
CNA68757XX	09/12	Policy Holder Notice - Countrywide
CNA62648XX	09/12	Business Property Coverage Part
CNA62691XX	09/12	Cap on Losses from Certified Acts of Terrorism End
CNA62854TX	09/12	For Our Texas Commercial Lines Policyholders
CNA77042XX	11/13	Notification of Pending Law Change to Terr Risk
CNA62823XX	09/12	Policy Holder Notice - Countrywide
CNA62731XX	09/12	Named Covered Peril Percentage Deductible Endor

The following forms and endorsements are available for an additional premium:

FORM	ED. DATE	FORM NAME	Additional Premium

GENERAL LIABILITY

Quote #	5084166949	Company	Valley Forge Insurance Company
Effective	03/26/14	Expiration	03/26/15

LIMITS:

General Liability Coverages			
Each Occurrence:	\$1,000,000	Pers & Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000	Fire Damage:	\$100,000
Products/Comp OPS Aggregate:	\$2,000,000	Medical Expense:	\$5,000

Other Coverages	Occurrence/Claim/Person	Aggregate
Pollution	\$1,000,000	\$2,000,000

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 27, 2014**

Capital Project Number: 92307
 Capital Project Name: Animal Shelter Expansion

		<u>Budget</u>
<i>Encumbered/Expended</i>		
Contract #11300 - A/E Fees for Construction	\$	56,574
Communication Equipment Servers		11,336
Software Migration AT&T Global Services		4,060
AT&T Global Services		131,840
 <i>Agenda Items March 27, 2014</i>		
Collier Construction Company		<u>946,110</u>
<i>Encumbered/Expended To Date</i>		<u><u>1,149,920</u></u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Video and Telephone Recording		<u>50,080</u>
<i>Remaining Appropriation</i>		<u><u>50,080</u></u>
 Total Appropriation	 \$	 <u><u>1,200,000</u></u>

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Addition of one pod to the new animal shelter to provide space for additional animals. Also includes video equipment for the animal shelter facility and vehicles, and telephone recording system for Animal Shelter, water dispatch, municipal court, and street dispatch.

Project Justification

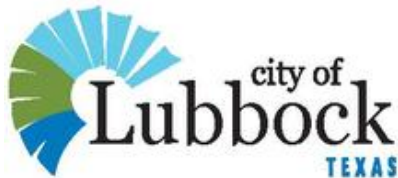
Additional space is needed in the animal shelter.

Project History

\$750,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.
 \$450,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	750,000	250,000	0	0	0	0	0	1,000,000
Other Activities	0	200,000	0	0	0	0	0	200,000
Total Project Appropriation	750,000	450,000	0	0	0	0	0	1,200,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2012 Tax Supported Revenue CO's	1,400	0	0	0	0	0	0	1,400
FY 2013 Tax Supported Revenue CO's	748,600	0	0	0	0	0	0	748,600
FY 2014 Tax Supported Revenue CO's	0	400,000	0	0	0	0	0	400,000
FY 2014 Water Pay-As-You-Go	0	50,000	0	0	0	0	0	50,000
Total Funding Sources	750,000	450,000	0	0	0	0	0	1,200,000



Regular City Council Meeting

5. 28.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Fire Rescue: Consider a resolution authorizing the Mayor to execute contract 11797 an agreement with Wiginton Hooker Jeffry Architects (WHJA) for professional architectural and engineering services for the construction of the new Fire Station 1, located on Southwest Corner of Texas Avenue and 19th Street.

Item Summary

This \$300,000 contract includes professional services related to the design, plans, specifications and estimates of the construction of new Fire Station 1. Scope shall include: Review and Analysis Phase, Design Phase, Bidding and limited Construction Administration Phase. The new Multi-Company Fire Station (of approximately 12,500 – 14,000 square feet) will be located on the Southwest corner of Texas Avenue and 19th Street. The following spaces/areas will be included as part of the fire station facility: lobby, public restroom (Unisex), toilets/showers (male/female), exercise room, kitchen, dining, dayroom, laundry, equipment room, mechanical, electrical, storage, safe room, office space, dorms (8-Fire Fighters, 2-Officers, 1-Command Assistant and 1-Battalion Chief), Four apparatus bays and a confined spaces training tower.

WHJA was selected for this project based on their expertise with these types of facilities and current work, contract 10513 approved by Resolution 2012-R0274, July 12, 2012, Item No. 5.10, on Fire Station 19 located near Frankford Avenue and 98th Street. The City negotiated the current contract by modifying one of WHJA's existing Fire Stations to fit the needs of Fire Rescue. The proposed timeline for completion of the Phase-1, pre-design portion is sixty (60) days from the Notice to Proceed date.

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

Fiscal Impact

\$330,000 is appropriated in Capital Improvement Project 92348, New Fire Station 1, with \$300,000 available for this purpose.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - WHJ Architects

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. 11797 for Architectural, Engineering and Landscape Architectural Services for a new Multi-Company Fire Station located at the Southwest corner of Texas Avenue and 19th Street, by and between the City of Lubbock and Wiginton Hooker Jeffry Architects, of Plano, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wesley D. Everett, Director of Facilities



Mike Kemp, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Wiginton
February 27, 2014

AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND WIGINTON HOOKER JEFFRY ARCHITECTS

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into this 13th day of March, 2014, by and between the City of Lubbock (“City”) and Wiginton Hooker Jeffry Architects (“WHJA”), 500 North Central Expressway, Suite 300, Plano, Texas 75074.

WHEREAS, The City is in need of Architectural, Engineering and Landscape Architectural Services for Professional Services relating to construction of a new Multi-Company Fire Station (“FS#1”) located at Southwest corner of Texas Avenue and 19th Street, Lubbock, Texas 79423.

WHEREAS, WHJA has the materials, experience and skill required to provide the Services described above; and

WHEREAS, City desires to contract with WHJA to provide Services mentioned above;

NOW THEREFORE, it is agreed between the parties that:

I. SCOPE OF WORK.

A. WHJA Responsibilities. WHJA agrees to provide all Architectural, Engineering and Landscape Architectural Services relating to the construction of FS#1. All services shall be provided as described in Exhibit A which is attached hereto and incorporated herein as if fully set forth.

B. City Responsibilities. City agrees to pay WHJA an amount in accordance with the terms listed in Exhibit A for the cost of performing the above described consulting services. Reimbursable expenses shall be paid in accordance with the terms listed in Exhibit A.

II. TIME OF PERFORMANCE

A. WHJA will begin work promptly after this agreement is signed by the Mayor and complete the Phase 1 - Pre-design portion of the project within 60 days of receipt of Notice to Proceed, unless otherwise agreed between the parties.

III. GENERAL CONDITIONS

A. General Compliance

WHJA agrees to comply with all applicable federal, state, and local laws pertaining to Architectural, Engineering and Landscaping services.

B. Insurance

WHJA will provide and maintain in force for the full term of this contract, the insurance described in Exhibit A, Item 2.5, which is attached hereto and incorporated as if fully set forth herein. **The auto/general liability insurance certificates must name the City of Lubbock as blanket primary and non-contributory, additional insured, and have a waiver of subrogation in favor of the City of Lubbock on all coverage's. Such certificates shall be furnished upon execution of this agreement within 30 days.**

C. Hold Harmless

WHJA hereby assumes full responsibility for the risk of bodily injury, death or property damages resulting from the services performed pursuant to this Agreement and releases for itself, its employees and agents, the City of Lubbock, its officers, agents, employees or representatives from any and all injury, loss, liability, damage or costs relating to any claim arising from its' performance of this Agreement but only to the extent occasioned by any error, omission or negligent act of WHJA, its officials, officers, agents, employees, invitees or other persons for whom WHJA is legally liable with regard to the performance of this Agreement.

WHJA shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the services performed pursuant to this Agreement but only to the extent occasioned by any error, omission or negligent act of WHJA, its officials, officers, agents, employees, invitees or other persons for whom WHJA is legally liable with regard to the performance of this Agreement.

D. 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.

E. 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.

F. Governing Law

This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas.

G. Amendments

City or WHJA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by both parties. This Agreement calls for performance in Lubbock County, Texas and jurisdiction and venue for any and all disputes arising out of or related to this Agreement shall lie exclusively in Lubbock County, Texas."

H. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 13th day of March, 2014.

CITY OF LUBBOCK

Wiginton Hooker Jeffry, Architects

GLEN C. ROBERTSON, MAYOR



Anthony M. Jeffry, AIA,
Sr. Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




Mike Kemp, Fire Chief



Wesley D. Everett, Director of Facilities

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**EXHIBIT A
(WHLJA's Proposal)**

SCOPE OF SERVICES**City of Lubbock – Fire Station 1****ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

A new Multi-Company Fire Station (of approximately 12,500 – 14,000 s.f.) to be located at the Southwest corner of Texas and 19th Street, Lubbock, Texas 79423. The Owner requests the following spaces be contained in the fire station facility: Lobby, Public Restroom (Unisex), Toilets/showers (male/female), Exercise Room, Kitchen, Dining, Dayroom, Laundry, Equipment Room, Mechanical, Electrical, Storage, Safe Room, Office Space, Dorms (8-fire fighters, 2-officers, 2 battalion chiefs), Four Apparatus Bays, and a confined spaces training tower.

The design process shall be divided into two (2) phases:

Phase 1 – PRE-DESIGN: Programming and Schematic Design for FS #1:

- a) Work with the city staff to develop and determine the appropriate space program for the building along with appropriate site parking and green space. The fire station space program elements to be based upon similar spaces utilized in fire station 19 with the addition of the battalion chiefs spaces, or other similar station previously designed by WHJA. The arrangement of spaces and exterior aesthetic are to be planned appropriate for the downtown site.
- b) Provide a schematic design (reference article 3.2) for the building and the associated parking and green space.
- c) Provide a cost estimate for the building and site development
- d) Submit staff approved design, estimate, and project budget for council review and approval to proceed.

Phase 2 - DESIGN and CONSTRUCTION:

- a) Upon staff and city council approval of the project scope and estimated Cost of the Work, proceed with the Design Development, Construction Documents, and Construction Administration phases as approved by council.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

SCOPE OF SERVICES

City of Lubbock – Fire Station 1

- .1 General Liability: \$1,000,000 each occurrence
- .2 Automobile Liability: \$1,000,000 single limit
- .3 Workers' Compensation: \$500,000 each accident
- .4 Professional Liability: \$1,000,000

The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Cost of said filings shall be paid by the Owner.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall consult with City to define and clarify City's requirements for the work and available data. Define the scope of the project in the form of a space program summary, design drawings, sketches considering space, function, adjacencies, applicable codes, and exterior aesthetic. Also, review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

SCOPE OF SERVICES**City of Lubbock – Fire Station 1**

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect will provide to the Owner one set of printed documents and an electronic (PDF) set of documents.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect will provide to the Owner one set of printed documents and an electronic (PDF) set of documents.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval. The Architect will provide to the Owner one set of printed documents and an electronic (PDF) set of documents.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 arranging for a local reproduction company to reproduce, distribute and maintain a log of distribution of the Bidding Documents distributed to prospective bidders. Cost of reproduction to be paid for by prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda (which shall be issued via electronic PDF); and
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or twelve (12) months after the start of Construction, whichever occurs first.

SCOPE OF SERVICES**§ 3.6.2 EVALUATIONS OF THE WORK**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 All submissions and responses shall be via electronic correspondence.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
§ 4.1.1 Programming	Architect	See 4.2 below
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning	Not Provided	
§ 4.1.6 Building information modeling	Architect	See 4.2 below.
§ 4.1.7 Civil engineering	Architect	See 4.2 below.
§ 4.1.8 Landscape design	Architect	See 4.2 below.
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	See 4.2 below.
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning	Not Provided	
§ 4.1.22 Commissioning	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED [®] Certification	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Not Provided	
§ 4.1.28 Topographic Survey Services	Architect	See 4.2 below.
§ 4.1.29 Platting Services	Not Provided	
§ 4.1.30 Geotechnical Investigation	Architect	See 4.2 below.

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§ 4.2 Description of each Additional Service designated in Section 4.1 as the Architect's responsibility:

Item 4.1.1 - Programming: The use of existing city facility operations to determine an appropriate summary of spaces (function and sizes) needed to provide the building functions desired by the City for the scope of the project. The space program summary will be developed with and approved by the City Staff (Facilities and Fire Department). Upon City Staff approval of the program, the Architect will use the program to establish the basis for the schematic design.

Item 4.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee will be charged for this use of BIM.

Item 4.1.7 – Civil Engineering Services: Services shall include on-site design for Site Grading, Site Drainage, Water and Wastewater, Paving & Dimensional Control and Erosion Control Plan. TxDOT Drive Permits are not included in this scope. Design of improvements or extensions of the public water and sewer system, or improvements or extensions to City streets are not included.

Item 4.1.8 – Landscape Design: Services shall include Landscaping and Irrigation Design. Tree Mitigation/Preservation Plan is not included in this scope.

Item 4.1.11 – Detailed Cost Estimating: A total of two (2) Cost Estimates shall be prepared at the following design milestones: one at the completion of Schematic Design (phase 1) and one estimate based upon completion of Design Development.

Item 4.1.28 – Topographic Survey Services: Services shall include contour information, existing drainage facilities, ditches, the location of all visible above-ground utilities, and property corners as reference points.

Item 4.1.30 – Geotechnical Investigation: Services shall include subsurface investigation of proposed site with a quantity of borings and depths required to establish the bearing capacity of the site. The written Geotechnical Report will include determination of Potential Vertical Movement, recommendations for soil modification, foundation options and design recommendations, the boring logs and test data. An electronic copy of the report will be provided to the Client.

These services do not include clearing to obtain access to testing site, replacement of soil within test boring hole to its original compaction (settlement of the hole may occur), or repair of pavement or grading of sites after completion of testing due to drilling rig causing damage to property due to the weight of the machine.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Not used
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker. "Extensive Number" shall be defined as more than 2 claims;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting there from.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction Phase Services" are based upon a twelve (12) month Construction Phase and include the number of visits indicated in 4.3.3 above. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 11.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable

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contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Unless provided by the Architect under Section 4.1, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 Unless provided by the Architect under Section 4.1, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall provide Texas Accessibility Standard review and inspection services for the project

SCOPE OF SERVICES**City of Lubbock – Fire Station 1****ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

SCOPE OF SERVICES**City of Lubbock – Fire Station 1**

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES**§ 8.1 GENERAL**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of Item III.D of the "AGREEMENT BETWEEN THE CITY OF LUBBOCK AND WIGINTON HOOKER JEFFRY ARCHITECTS", to which this is an attachment, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 DELETED**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in

SCOPE OF SERVICES**City of Lubbock – Fire Station 1**

the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 DELETED

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in

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City of Lubbock – Fire Station 1

order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This agreement is subject to the Texas Public Information Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as indicated below:

Phase 1 - PRE-DESIGN: The fee shall be Forty-nine thousand five hundred dollars (\$49,500)

Phase 2 – DESIGN and CONSTRUCTION: The fee shall be One hundred eighty-nine thousand dollars (\$189,000).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Item 4.1.7	Civil Engineering/Design	\$	36,000
Item 4.1.8	Landscape Architecture	\$	3,000
Item 4.1.11	Detailed Cost Estimating	\$	6,500
Item 4.1.28	Topographic Survey	\$	3,000
Item 4.1.30	Geotechnical Investigation	\$	5,000
<u>Total Additional Services</u>		\$	53,500

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect on a mutually agreeable stipulated sum; or failing this, on an hourly basis at the Architect’s normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:

Phase 1 (Pre-Design):

Schematic Design Phase stipulated sum

Phase 2 (Design and Construction):

Design Development Phase	Thirty eight	percent (38	%) Phase 2
Construction Documents Phase	Thirty seven	percent (37	%) Phase 2
Bidding or Negotiation Phase	Five	percent (5	%) Phase 2
Construction Phase	Twenty	percent (20	%) Phase 2
<u>Total Basic Compensation</u>	<u>One hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate
Sr. Principal	\$250
Principal	\$200
Sr. Project Manager	\$150
Project Manager	\$125
Sr. Project Designer	\$150
Project Designer	\$125
Sr. Const. Administrator	\$135
Construction Administrator	\$75
Project Architect/Coordinator	\$110
Intern/CADD Operator 3	\$90
Intern/CADD Operator 2	\$80
Intern/CADD Operator 1	\$70
Specification Writer	\$100
Clerical	\$65

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, beyond those specifically listed in Article 3;
- .3 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- .4 Other similar Project-related expenditures not specifically included.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed eight thousand dollars (\$8,000.00) without prior approval from the Owner.

Cost associated with the printing of bid documents and specifications and delivery of same will be paid directly by the prospective bidders.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate of 12% per annum, or at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.10.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes

SCOPE OF SERVICES

City of Lubbock – Fire Station 1

in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None at this time

EXHIBIT B
(Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Lloyds Ins. Company	41262
INSURED (972) 665-0657 Wiginton Hooker Jeffry, P.C. 500 N. Central Expwy., #300 Plano TX 75074	INSURER B: Travelers Indemnity Co of CT	25682
	INSURER C: Travelers Casualty & Surety Co	19038
	INSURER D: Lexington Insurance Company	19437
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 22586

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAC6129L942	11/24/2013	11/24/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			BA5521L905	10/26/2013	10/26/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				\$			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$			
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5913Y693	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Professional Liability	N	Y	031428177	9/8/2013	9/8/2014	Per Claim/Annual Aggregate	\$ 1,000,000
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to deductible. Thirty day notice of cancellation in favor of certificate holder on all policies. City of Lubbock is shown as an additional insured with waiver of subrogation on the general and auto liability coverages as required by contract. A waiver of subrogation is shown in favor of the additional insureds on the workers compensation coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Lubbock P.O. Box 2000 Lubbock TX 79457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance In COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 13, 2014**

Capital Project Number	92348
Capital Project Name	New Fire Station #1

	Budget
<i>Encumbered/Expended</i>	\$ -

<i>Agenda Item March 13, 2014 Council</i>	
Wiginton Hooker Jeffry Architects Contract 11797	300,000
<i>Encumbered/Expended To Date</i>	300,000

<i>Estimated Costs for Remaining Appropriation</i>	
Unencumbered Funds	30,000
<i>Remaining Appropriation</i>	30,000
Total Appropriation	\$ 330,000

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Construction of a new Fire Station #1 at 1902 Texas Avenue. The new station will be similar in size to the existing Fire Station no. 1 that is located at 1202 18th, but will be a single story station instead of a 2-story station.

Project Justification

The current station is out dated and does not allow for the proper housing of modern engines the fire department now incorporates in its fleet. The City now uses pull through stations in all of its new stations as opposed to backing the engines into the station. The two story layout is not as efficient as a one story station. The apparatus bay door heights do not accommodate a modern ladder truck. The size of the site is smaller than other stations resulting in insufficient parking for staff. The marblcrete exterior walls and joints have deteriorated beyond reasonable repair and contributes to a water penetration issue with the building.

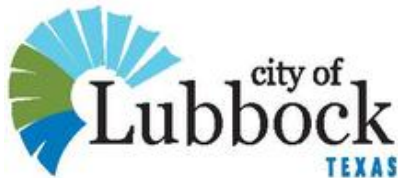
Project History

This station was built in 1979 and has not aged well. The changes in the design of firefighting equipment has made it difficult to upgrade the equipment for the station due to the design of the building. It has outlived its useful life.

\$330,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Land Acquisition	0	0	231,000	0	0	0	0	231,000
Construction	0	0	3,300,000	0	0	0	0	3,300,000
Construction Management Support	0	0	165,000	0	0	0	0	165,000
Design and Engineering	0	330,000	0	0	0	0	0	330,000
Furnishings	0	0	200,000	0	0	0	0	200,000
Total Project Appropriation	0	330,000	3,896,000	0	0	0	0	4,226,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2014 General Fund	0	330,000	0	0	0	0	0	330,000
Pay-As-You-Go	0	0	3,896,000	0	0	0	0	3,896,000
FY 2015 Tax Supported Revenue CO's	0	0	0	0	0	0	0	0
Total Funding Sources	0	330,000	3,896,000	0	0	0	0	4,226,000



Regular City Council Meeting

5. 29.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Fire Rescue: Consider a resolution authorizing the Mayor to execute purchase order contract 10011184 with DACO Fire Safety Equipment for the purchase of specialized tools for two new fire engines.

Item Summary

The purchase order contract is for specialized tools and firefighting equipment such as: fire hose, nozzles, breathing air-paks, thermal imagers, which are required by Insurance Services Office, and will be utilized daily for firefighting and rescue purposes. This equipment will be mounted on two new trucks and should be considered to have a life expectancy equal to the lifetime of the truck and maintain a high probability of being reused on replacement trucks in the future. The total cost of equipment on both trucks is \$159,432.

This purchase is from DACO Fire Equipment Inc. of Lubbock, Texas through Houston-Galveston Area Council (H-GAC) contract FS12-11. The HGAC is a regional planning commission created under the Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Inter-local Cooperation Act allowing governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services. H-GAC purchases conform to the requirements of Texas Competitive bid statutes.

Fiscal Impact

The \$159,432 is appropriated in the Adopted FY 2013-14 Master Lease Program.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Purchase Order - DACO

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. 10011184 for the purchase of Pumper/Quint specialized tools as per HGAC Contract No. FS12-11, by and between the City of Lubbock and Daco Fire Safety Equipment, 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:



Mike Kemp, Fire Chief

APPROVED AS TO FORM:



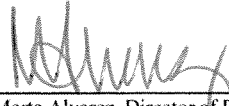
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Daco Fire Safety-PurchaseOrd
March 11, 2014

TO: DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
P.O. BOX 5006
LUBBOCK Texas 79408 5006

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/27/2014 Freight
Requested 04/30/2014 Taken By D GAMBOA
Delivery PER SALAZAR_R REQ 43379 HGAC CONTRACT NO. FS12-11

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pumper - Specialized Tools	1.000	75,090.6300	EA	75,090.63	04/30/2014
Quint - Specialized Tools	1.000	84,340.1800	EA	84,340.18	04/30/2014
Total Order					
Terms NET 30 DAYS				159,430.81	

This purchase order encumbers funds in the amount of \$159,430.81 awarded to Daco Fire Safety Equipment, of Lubbock, TX, on March 27, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation dated February 14, 2014 from Daco Fire Safety Equipment, of Lubbock, TX, and HGAC Contract No. FS12-11 Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C, Robertson, Mayor

Rebecca Garza, City Secretary



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

FS12-11

Date Prepared:

2/14/2014

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	LUBBOCK FIRE DEPT	Contractor:	DACO FIRE SAFETY EQUIPMENT
Contact Person:	KELLY MORMAN	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2631	Phone:	806-763-0808
Fax:		Fax:	806-763-9151
Email:	kmorman@mail.ci.lubbock.tx.us	Email:	garrett@dacofire.com

Product Code:		Description:	PUMPER SPECIALIZED TOOLS ON FS12-11 FORM E
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED SHEET BELOW			
Subtotal From Additional Sheet(s):			66468
Subtotal B:			66468

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED BELOW			
Subtotal From Additional Sheet(s):			7509
Subtotal C:			7509

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 11%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	73977	=	Subtotal D:	73977
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
HGAC FEE @ 1.5%	1113.63		
Subtotal E:			1113.63

F. Total Purchase Price (D+E): 75090.63

Delivery Date: 4/30/2014



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

FS12-11

Date Prepared:

2/14/2014

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	LUBBOCK FIRE DEPT	Contractor:	DACO FIRE SAFETY EQUIPMENT
Contact Person:	KELLY MORMAN	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2631	Phone:	806-763-0808
Fax:		Fax:	806-763-9151
Email:	kmorman@mail.ci.lubbock.tx.us	Email:	garrett@dacofire.com

Product Code:	Description:	QUINT SPECIALIZED TOOLS ON FS12-11 FORM E
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED SHEET BELOW			
Subtotal From Additional Sheet(s):			74563
Subtotal B:			74563

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED BELOW			
Subtotal From Additional Sheet(s):			8649
Subtotal C:			8649

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 12%

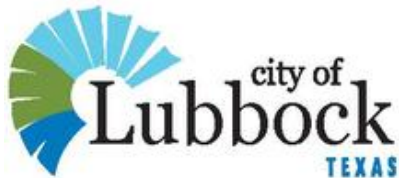
D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	83212	=	Subtotal D:	83212
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
HGAC FEE @ 1.5%	1128.18		
Subtotal E:			1128.18

Delivery Date: 4/30/2014 **F. Total Purchase Price (D+E):** 84340.18



Regular City Council Meeting

5. 30.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading - City Attorney: Consider adoption of Ordinance 2014-O0033 regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Richard Casner, Assistant City Attorney

Attachments

Ordinance - Atmos

AGENDA INFORMATION SHEET
ITEM NO. _____

ADOPTION OF SETTLEMENT RATES RELATED TO APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ATMOS ENERGY CORPORATION ON OCTOBER 18, 2013

BACKGROUND

Atmos' Proposed Increase:

On or about October 18, 2013, Atmos Energy Corporation (“Atmos” or “Company”) filed a Statement of Intent to increase its revenue by approximately \$12.4 million for its “West Texas Division.” Atmos’ request represents an increase of approximately 6.70% *including* gas costs and revenue related taxes, or 14.64% *exclusive* of gas costs and revenue related taxes. These amounts and percentages are measured on a system-wide basis and assume that all the cities in what Atmos calls its “West Texas Division” form a single system.

Historically, Lubbock and its surrounding areas (the “environs”) were treated as a separate rate jurisdiction (the “Lubbock Rate Jurisdiction”) and rates in Lubbock were based exclusively on costs relevant to the Lubbock Rate Jurisdiction. In Atmos’ prior rate proceeding, and over the City’s objections, the Railroad Commission of Texas approved Atmos’ proposal to set rates on a system-wide basis. In other words, the Commission approved Atmos’ proposal to base rates in the Lubbock Rate Jurisdiction on Atmos’ cost of service for its entire West Texas Division. This issue remains under appeal and is currently pending before the Travis County District Court.

Atmos’ proposal to treat its West Texas Division as a single rate division and to set rates on that basis, would increase Atmos’ *in-city base revenues* as follows:

Rate Jurisdiction	Base Revenue Increase (in millions)	Overall Base Revenue Percentage Increase
Lubbock Rate Jurisdiction	\$3.52	19%
Amarillo Rate Jurisdiction	\$4.00	20%

Atmos’ *proposed* increase would affect an average *customer’s monthly bill* as follows:

Customer Class	Increase <i>Without</i> Cost of Gas	Percent Increase <i>Including</i> Cost of Gas	Amount of Increase
Residential	23%	11%	\$4.08
Commercial	6%	2%	\$3.24
Indust. & Trans.	4%	1%	\$26.11
Public Authority	-3%	-1.11%	-\$5.79

City's Prior Action and Evaluation of Atmos' Proposed Increase:

The Cities of Lubbock (the "Lubbock Rate Jurisdiction), Amarillo, Channing, and Dalhart (the "Amarillo Rate Jurisdiction"), suspended Atmos' proposed increase for the statutorily allowed period, to provide these cities the opportunity to evaluate the merits of Atmos' proposed increase. To assist the Cities in their evaluation, and so as to foster efficiencies in their evaluation, the Cities collectively retained the services of the consulting firm of Utilitech, Inc. and, as Special Counsel, the law firm of Herrera & Boyle, PLLC.

After several months of investigation and evaluation of Atmos' proposed increase, and following several weeks of negotiations, the Company is in agreement to an increase in its revenue for in-city rates in its Lubbock Rate Jurisdiction and in its Amarillo Rate Jurisdiction, as follows:

Rate Jurisdiction	Base Revenue Increase (in millions)	Base Revenue Percentage Increase
Lubbock Rate Jurisdiction	\$2.75	15.75%
Amarillo Rate Jurisdiction	\$2.85	14.58%

For customers in Lubbock, the agreed-to increase would raise an average *customer's monthly bill* by the following percentages:

Customer Class	Increase Without Cost of Gas	Increase Including Cost of Gas	Amount of Increase
Residential	16%	3%	\$2.82
Commercial	16%	1%	\$7.97
Industrial & Transportation	16%	1%	\$108.62
Public Authority	11%	<1%	\$20.85

Attached as Attachment 1 to this Agenda Information Sheet is a table showing the effect the increase in rates will have on a Residential customer's bill at varying levels of consumption.

RECOMMENDATION

The Cities' consultants and Special Counsel, in conjunction with City Staff, have been involved in extensive negotiations with Atmos in efforts to identify a solution that minimizes the increase in rates, regulatory costs, and the cost of potentially protracted litigation, and that preserves the Cities' pending legal challenges the Cities of Amarillo, Channing, Dalhart, and Lubbock asserted against an order issued by the Railroad Commission of Texas that allowed Atmos to establish its rates as if its West Texas Division were but a single Rate Jurisdiction. These efforts produced a settlement that materially reduces the amount of Atmos' proposed increase, minimizes regulatory costs, avoids protracted litigation, and preserves the Cities' legal challenges to the Railroad

Commission's prior order. The Cities' consultants and Special Counsel recommend that the City:

1. Deny Atmos' proposed increase;
2. Approve the Settlement Agreement attached as "Appendix A," which approves an increase of \$2.75 million for in-city ratepayers in the Lubbock Rate Jurisdiction;
3. Approve the following rates to recover the increase in revenue:

Lubbock Rate Jurisdiction (Incorporated Areas)

Customer Class	Customer Charge	Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

4. Approve the tariffs attached to the Settlement Agreement, including the tariff to recover the Cities' and the Company's rate case expenses.

The City must take action no later than March 31, 2014. If the City does not take action by March 31, 2014, Atmos' proposed rates will be deemed approved by operation of law, subject to the City's right to hold a hearing to address Atmos' rate application.

ATTACHMENT 1 TO AGENDA INFORMATION SHEET

LUBBOCK		Increase		Excludes Taxes						
Gas Usage Per Mo.	Current Cust. Chrg	Proposed Cust. Chrg	Proposed Usage Chrg	Proposed Base Bill	Proposed Increase In (%)	Current Bill	Proposed Bill	Inclg Gas	Inclg Gas	Increase
	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg	Usage Chrg
	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill	Base Bill
	Atmos	Atmos	Atmos	Atmos	Atmos	Atmos	Atmos	Atmos	Atmos	Atmos
	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
	Current	Current	Current	Current	Current	Current	Current	Current	Current	Current
	Cost. Charge	Usage Chrg	Base Bill	Cust. Charge	Usage Chrg	Base Bill	Usage Chrg	Base Bill	Usage Chrg	Base Bill
	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf	Gas/ccf
0	\$	\$13.50	\$13.50	\$14.75	\$0.12449	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
10	\$	\$13.50	\$14.42	\$14.75	\$0.12449	\$15.99	\$15.99	\$15.99	\$15.99	\$15.99
20	\$	\$13.50	\$15.34	\$14.75	\$0.12449	\$17.24	\$17.24	\$17.24	\$17.24	\$17.24
30	\$	\$13.50	\$16.25	\$14.75	\$0.12449	\$18.48	\$18.48	\$18.48	\$18.48	\$18.48
40	\$	\$13.50	\$17.17	\$14.75	\$0.12449	\$19.73	\$19.73	\$19.73	\$19.73	\$19.73
48	\$	\$13.50	\$17.90	\$14.75	\$0.12449	\$20.97	\$20.97	\$20.97	\$20.97	\$20.97
50	\$	\$13.50	\$18.09	\$14.75	\$0.12449	\$20.97	\$20.97	\$20.97	\$20.97	\$20.97
60	\$	\$13.50	\$19.01	\$14.75	\$0.12449	\$22.22	\$22.22	\$22.22	\$22.22	\$22.22
70	\$	\$13.50	\$19.92	\$14.75	\$0.12449	\$23.46	\$23.46	\$23.46	\$23.46	\$23.46
80	\$	\$13.50	\$20.84	\$14.75	\$0.12449	\$24.71	\$24.71	\$24.71	\$24.71	\$24.71
90	\$	\$13.50	\$21.76	\$14.75	\$0.12449	\$25.95	\$25.95	\$25.95	\$25.95	\$25.95
100	\$	\$13.50	\$22.68	\$14.75	\$0.12449	\$27.20	\$27.20	\$27.20	\$27.20	\$27.20
120	\$	\$13.50	\$24.51	\$14.75	\$0.12449	\$29.69	\$29.69	\$29.69	\$29.69	\$29.69
140	\$	\$13.50	\$26.35	\$14.75	\$0.12449	\$32.18	\$32.18	\$32.18	\$32.18	\$32.18
160	\$	\$13.50	\$28.18	\$14.75	\$0.12449	\$34.67	\$34.67	\$34.67	\$34.67	\$34.67
180	\$	\$13.50	\$30.02	\$14.75	\$0.12449	\$37.16	\$37.16	\$37.16	\$37.16	\$37.16
200	\$	\$13.50	\$31.85	\$14.75	\$0.12449	\$39.65	\$39.65	\$39.65	\$39.65	\$39.65

SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION AND THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

WHEREAS, this settlement agreement (the "Settlement Agreement") is entered into by Atmos Energy Corporation's West Texas Division ("Atmos Energy" or the "Company") and the Cities of Amarillo, Lubbock, Dalhart and Channing ("ALDC Cities") (collectively "Signatories");

WHEREAS, Atmos Energy currently has pending before the ALDC Cities a Statement of Intent to change rates within the incorporated areas of its West Texas Division;

WHEREAS, Atmos Energy's West Texas Division is comprised of the Amarillo Rate Jurisdiction, which includes the Cities of Amarillo, Dalhart and Channing and surrounding environs, the Lubbock Rate Jurisdiction, which includes the City of Lubbock and surrounding environs, and the West Texas Cities Rate Jurisdiction, which includes 68 cities and surrounding environs; and

WHEREAS, the ALDC Cities have hired experts and lawyers to analyze the rates proposed by Atmos Energy in its Statement of Intent submitted to the ALDC Cities on October 18, 2013 ("2013 Rate Filing"); and

WHEREAS, the Signatories agree that resolution of this matter by settlement agreement will significantly reduce litigation uncertainties and the amount of reimbursable rate case expenses associated with this matter; and

WHEREAS, this Settlement Agreement resolves all issues between the Signatories regarding the Company's 2013 Rate Filing, which is currently pending before the ALDC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2013 Rate Filing can best be accomplished by each ALDC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between the Atmos Energy and the ALDC Cities involving the 2013 Rate Filing:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. These tariffs allow Atmos Energy's West Texas Division an additional \$2.85 million in annual revenues from customers located within the incorporated areas of the Amarillo Rate Jurisdiction, and \$2.75 million from

customers located within the incorporated areas of the Lubbock Rate Jurisdiction. This revenue increase is illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement. The Signatories agree that the revenue increase is a "black box" amount and is not tied to any specific expense or rate-base item in Atmos Energy's West Texas Division's underlying cost of service nor any particular rate-setting methodology. Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Gas Utility Regulatory Act ("GURA"). The gas rates, terms and conditions established by this Settlement Agreement shall, subject to municipal approval, be effective for bills rendered on and after April 1, 2014, and should a municipality not approve this Settlement Agreement in time for Atmos Energy to implement rates on April 1, 2014, the Signatories agree that on April 1, 2014, Atmos Energy's existing rates will be established as temporary rates for service and bills rendered on and after that date and such temporary rates will be subject to reconciliation back to April 1, 2014, through a surcharge to give effect to the rates agreed to in this Settlement Agreement; provided that the surcharge period be no longer than a period of sixty days.

- The Signatories agree that it is reasonable to merge and include State Institution customers within the Public Authority customer class. The Signatories further agree to the following customer charges and consumption charges for customers residing in the ALDC Cities. These rates are reflected in the rate schedules attached as Exhibit A.

Amarillo Rate Jurisdiction (Incorporated Areas)

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.09760
Commercial	\$33.00	\$0.11666
Industrial/Transportation	\$300.00	\$0.13075
Public Authority	\$82.00	\$0.12457

Lubbock Rate Jurisdiction (Incorporated Areas)

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

- Signatories agree that the September 30, 2013 balance related to the Company's regulatory asset under 16 TEX. ADMIN. CODE § 8.209 is \$2,881,345 and that this amount shall be included in the Company's plant in service. Given the black box nature of this settlement, Signatories take no position regarding the deferral algorithms used to calculate this amount and further agree that the ALDC Cities are not precluded from reviewing and proposing adjustments to the deferral algorithms or the products of those algorithms. Notwithstanding the preceding sentence, the Signatories agree that Atmos

Energy is under no obligation to accept or agree with any proposed adjustment by the ALDC Cities.

4. To give effect to Section 104.059 of GURA, Signatories agree that the base year level of pension-related and other post-employment benefits expenses, as shown on the attached Exhibit D and summarized below, shall be as follows:

Description	Total
Shared Services Unit - Pension Account Plan ("PAP")	\$546,158
Shared Services Unit - Post-Retirement Medical Plan ("FAS 106")	\$388,281
West Texas Division - PAP	\$1,843,850
West Texas Division - FAS 106	\$2,732,959
West Texas Supplemental Executive Retirement Plan ("SERP")	\$77,628

5. Signatories agree that the Rider Tax, Rider FF, Rider WNA and Rider GCA, which are attached as Exhibit A, are reasonable and should be approved.
6. Signatories agree that the base load and heat sensitivity factors referenced in the WNA tariff shall be updated to correspond to those identified in Exhibit E to this Settlement Agreement.
7. The Signatories agree that, should Atmos Energy submit an application in 2014 that affects the amounts customers pay for gas utility service, any such application that Atmos Energy submits in 2014 seeking to increase rates in the Amarillo and/or Lubbock Rate Jurisdictions shall be an application pursuant to Section 104.301 of GURA and that this application shall be filed in lieu of a statement of intent filing submitted under Section 104.102 of GURA.
8. The Signatories agree that for purposes of interim rate adjustments filed pursuant to Section 104.301 of GURA, Atmos Energy shall use the net plant amount of \$402,687,486 as the beginning plant balance for the first interim rate adjustment ("IRA") filing made pursuant to Section § 104.301. The Signatories agree that any filing made pursuant to Section 104.301 of GURA shall be based on the changes in the investment in the West Texas Division, which includes the Amarillo, Lubbock and West Texas Cities Rate Jurisdictions. The Signatories further agree that Atmos Energy shall use the capital structure and cost of debt and equity established in the Commission's final order in GUD No. 10170 and the additional factors identified on the attached Exhibit C for future IRA filings.
9. With regard to rate case expenses, Signatories agree that: (1) ALDC Cities' rate case expenses shall be recovered from customers within the incorporated areas of the ALDC Cities Rate Jurisdictions and; (2) Company expenses shall be recovered from customers within the entire incorporated areas of the West Texas Division, which includes the West Texas Cities, Amarillo and Lubbock Rate Jurisdictions. Signatories further agree that the parties' reasonable rate case expenses should be recovered by surcharge over a twelve-month period as shown in the Rider SUR, attached as Exhibit A.


10. The Signatories agree to support and seek municipal approval of this Settlement Agreement.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by a City of an ordinance or resolution approving this Settlement Agreement. Signatories further expressly agree that this Settlement Agreement and any oral or written statements made during the course of settlement negotiations are privileged, inadmissible, and not relevant to prove any issues associated with Atmos Energy's 2013 Rate Filing, except to the extent that such information is necessary to support rate case expense recovery.
12. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if a City enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.
13. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
14. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this ___ day of March, 2014.

ATMOS ENERGY CORP, WEST TEXAS DIVISION

By: 
David J. Park

ON BEHALF OF THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

By: 
Alfred R. Herrera

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LUBBOCK APPROVING RATES FOR ATMOS ENERGY-WEST TEXAS DIVISION (“COMPANY” OR “ATMOS”) RELATED TO THE COMPANY’S STATEMENT OF INTENT TO CHANGE RATES SUBMITTED ON OCTOBER 18, 2013; APPROVING A SETTLEMENT AGREEMENT RELATED TO SUCH STATEMENT OF INTENT; DECLARING EXISTING RATES TO BE UNREASONABLE; DENYING THE COMPANY’S PROPOSED RATES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT; AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THE CITY’S AND THE COMPANY’S RATE CASE EXPENSES REASONABLE; DIRECTING ATMOS TO REIMBURSE THE CITY ITS REASONABLE RATE CASE EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Lubbock, Texas (“City”) has exclusive original jurisdiction as a regulatory authority over Atmos Energy-West Texas Division’s (“Atmos” or “Company”) rates, operations, and services within the City; and

WHEREAS, Atmos filed a Statement of Intent with the City on October 18, 2013 to increase its annual revenue requirement in its West Texas Division by approximately \$12.4 million on a system-wide basis; and

WHEREAS, the City’s rates historically have been established based on the distinct and separate cost to provide service to the City as part of the Lubbock Rate Jurisdiction; and

WHEREAS, the Gas Utility Regulatory Act, § 103.021 requires that a gas utility submit information to the City as necessary to make a reasonable determination of rate base, expenses, investment, and rate of return in the City; and

WHEREAS, the City took action to suspend the effective date and to coordinate a response to Atmos’ filing with the Cities of Amarillo, Channing, and Dalhart, municipalities with interests similar to those of the City; and

WHEREAS, it is the City's goal to minimize regulatory costs and potentially protracted litigation that would result from a lengthy contested rate-case proceeding before the Railroad Commission of Texas ("Commission") and through the appellate process; and

WHEREAS, the City directed its consultants and Special Counsel to formulate and review reasonable settlement positions to resolve Atmos' pending request to increase rates; and

WHEREAS, the City's Staff, consultants, and Special Counsel met numerous times with the Company to negotiate a Settlement Agreement resolving the issues raised in the Company's Statement of Intent filing; and

WHEREAS, after extensive review and analysis, the City's consultants and Special Counsel found that Atmos' proposed increase in revenue and its proposed rates are unreasonable; and

WHEREAS, the City's consultants and Special Counsel have evaluated what a likely outcome from a fully-litigated proceeding would be and are of the opinion that the increase of \$2.75 million identified in the negotiated Settlement Agreement compares favorably with a likely outcome from a fully-litigated proceeding; and

WHEREAS, the City's consultants and Special Counsel recommend that the City approve the negotiated Settlement Agreement and attached tariffs; and

WHEREAS, under the Gas Utility Regulatory Act, the City has a right to reimbursement of its reasonable rate-case expenses and Atmos has an obligation to reimburse the City's reasonable rate-case expenses; and

WHEREAS, the attached tariffs implementing new rates are consistent with the Settlement Agreement and are just, reasonable, and in the public interest; and

WHEREAS, the Settlement Agreement as a whole is in the public interest;

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. That Atmos' existing rates are hereby found to be unreasonable, and the increase in revenue and resulting rates Atmos proposed in the Company's Statement of Intent of October 18, 2013 are hereby denied.

Section 3. That the City Council finds that the Settlement Agreement, including the exhibits appended to the Settlement Agreement, which is attached hereto and incorporated herein as Attachment A, is in the public interest.

Section 4. That the revenue and resulting rates set forth in the Settlement Agreement and schedule of rates and tariffs for gas-utility service provided by Atmos, which are attached hereto and incorporated herein, are just and reasonable, and are hereby adopted.

Section 5. That neither this Ordinance, nor the Settlement Agreement, shall be of any precedence with regard to any methodology employed for establishing the rates approved by this Ordinance.

Section 6. That the City's, including the Cities of Amarillo, Channing, and Dalhart, and the Company's, combined rate-expenses in the amount not to exceed \$374,000.00 are hereby found to be reasonable and that Atmos is hereby directed to reimburse the City's rate case expenses within thirty days from adoption of this Ordinance; that Atmos is hereby authorized to recover through the tariff "Rider SUR" approved by this Ordinance, the amount of rate case expenses found reasonable, subject to adjustment to reflect the actual expenses ultimately incurred; and that the Rider SUR tariff shall automatically end with the recovery of the rate-case expenses approved in this Ordinance.

Section 7. That Atmos shall provide a report to the City within thirty days after the end of sixth month in which the Rider SUR is in effect, and again thirty days after the end

of the twelfth month in which the Rider SUR is in effect, showing the amount of rate-case expenses recovered through each six-month period.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provision of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That this Ordinance shall become effective from and after its passage with rates authorized by the attached tariffs to be effective for service delivered on or after April 1, 2014.

Section 12. That a copy of this Ordinance shall be sent to the Company, care of Mr. Jeffrey Foley, Vice President Rates and Regulatory Affairs, Atmos Energy Corporation, 5110 80th Street, Lubbock, Texas 79424, and to Mr. Alfred R. Herrera, Special Counsel, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2014.

Mayor

ATTEST:

City Secretary

SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION AND THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

WHEREAS, this settlement agreement (the "Settlement Agreement") is entered into by Atmos Energy Corporation's West Texas Division ("Atmos Energy" or the "Company") and the Cities of Amarillo, Lubbock, Dalhart and Channing ("ALDC Cities") (collectively "Signatories");

WHEREAS, Atmos Energy currently has pending before the ALDC Cities a Statement of Intent to change rates within the incorporated areas of its West Texas Division;

WHEREAS, Atmos Energy's West Texas Division is comprised of the Amarillo Rate Jurisdiction, which includes the Cities of Amarillo, Dalhart and Channing and surrounding environs, the Lubbock Rate Jurisdiction, which includes the City of Lubbock and surrounding environs, and the West Texas Cities Rate Jurisdiction, which includes 68 cities and surrounding environs; and

WHEREAS, the ALDC Cities have hired experts and lawyers to analyze the rates proposed by Atmos Energy in its Statement of Intent submitted to the ALDC Cities on October 18, 2013 ("2013 Rate Filing"); and

WHEREAS, the Signatories agree that resolution of this matter by settlement agreement will significantly reduce litigation uncertainties and the amount of reimbursable rate case expenses associated with this matter; and

WHEREAS, this Settlement Agreement resolves all issues between the Signatories regarding the Company's 2013 Rate Filing, which is currently pending before the ALDC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2013 Rate Filing can best be accomplished by each ALDC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between the Atmos Energy and the ALDC Cities involving the 2013 Rate Filing:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. These tariffs allow Atmos Energy's West Texas Division an additional \$2.85 million in annual revenues from customers located within the incorporated areas of the Amarillo Rate Jurisdiction, and \$2.75 million from

customers located within the incorporated areas of the Lubbock Rate Jurisdiction. This revenue increase is illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement. The Signatories agree that the revenue increase is a “black box” amount and is not tied to any specific expense or rate-base item in Atmos Energy’s West Texas Division’s underlying cost of service nor any particular rate-setting methodology. Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Gas Utility Regulatory Act (“GURA”). The gas rates, terms and conditions established by this Settlement Agreement shall, subject to municipal approval, be effective for bills rendered on and after April 1, 2014, and should a municipality not approve this Settlement Agreement in time for Atmos Energy to implement rates on April 1, 2014, the Signatories agree that on April 1, 2014, Atmos Energy’s existing rates will be established as temporary rates for service and bills rendered on and after that date and such temporary rates will be subject to reconciliation back to April 1, 2014, through a surcharge to give effect to the rates agreed to in this Settlement Agreement; provided that the surcharge period be no longer than a period of sixty days.

2. The Signatories agree that it is reasonable to merge and include State Institution customers within the Public Authority customer class. The Signatories further agree to the following customer charges and consumption charges for customers residing in the ALDC Cities. These rates are reflected in the rate schedules attached as Exhibit A.

Amarillo Rate Jurisdiction (Incorporated Areas)

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.09760
Commercial	\$33.00	\$0.11666
Industrial/Transportation	\$300.00	\$0.13075
Public Authority	\$82.00	\$0.12457

Lubbock Rate Jurisdiction (Incorporated Areas)

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

3. Signatories agree that the September 30, 2013 balance related to the Company’s regulatory asset under 16 TEX. ADMIN. CODE § 8.209 is \$2,881,345 and that this amount shall be included in the Company’s plant in service. Given the black box nature of this settlement, Signatories take no position regarding the deferral algorithms used to calculate this amount and further agree that the ALDC Cities are not precluded from reviewing and proposing adjustments to the deferral algorithms or the products of those algorithms. Notwithstanding the preceding sentence, the Signatories agree that Atmos

Energy is under no obligation to accept or agree with any proposed adjustment by the ALDC Cities.

4. To give effect to Section 104.059 of GURA, Signatories agree that the base year level of pension-related and other post-employment benefits expenses, as shown on the attached Exhibit D and summarized below, shall be as follows:

Description	Total
Shared Services Unit - Pension Account Plan ("PAP")	\$546,158
Shared Services Unit - Post-Retirement Medical Plan ("FAS 106")	\$388,281
West Texas Division – PAP	\$1,843,850
West Texas Division – FAS 106	\$2,732,959
West Texas Supplemental Executive Retirement Plan ("SERP")	\$77,628

5. Signatories agree that the Rider Tax, Rider FF, Rider WNA and Rider GCA, which are attached as Exhibit A, are reasonable and should be approved.
6. Signatories agree that the base load and heat sensitivity factors referenced in the WNA tariff shall be updated to correspond to those identified in Exhibit E to this Settlement Agreement.
7. The Signatories agree that, should Atmos Energy submit an application in 2014 that affects the amounts customers pay for gas utility service, any such application that Atmos Energy submits in 2014 seeking to increase rates in the Amarillo and/or Lubbock Rate Jurisdictions shall be an application pursuant to Section 104.301 of GURA and that this application shall be filed in lieu of a statement of intent filing submitted under Section 104.102 of GURA.
8. The Signatories agree that for purposes of interim rate adjustments filed pursuant to Section 104.301 of GURA, Atmos Energy shall use the net plant amount of \$402,687,486 as the beginning plant balance for the first interim rate adjustment ("IRA") filing made pursuant to Section § 104.301. The Signatories agree that any filing made pursuant to Section 104.301 of GURA shall be based on the changes in the investment in the West Texas Division, which includes the Amarillo, Lubbock and West Texas Cities Rate Jurisdictions. The Signatories further agree that Atmos Energy shall use the capital structure and cost of debt and equity established in the Commission's final order in GUD No. 10170 and the additional factors identified on the attached Exhibit C for future IRA filings.
9. With regard to rate case expenses, Signatories agree that: (1) ALDC Cities' rate case expenses shall be recovered from customers within the incorporated areas of the ALDC Cities Rate Jurisdictions and; (2) Company expenses shall be recovered from customers within the entire incorporated areas of the West Texas Division, which includes the West Texas Cities, Amarillo and Lubbock Rate Jurisdictions. Signatories further agree that the parties' reasonable rate case expenses should be recovered by surcharge over a twelve-month period as shown in the Rider SUR, attached as Exhibit A.

10. The Signatories agree to support and seek municipal approval of this Settlement Agreement.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by a City of an ordinance or resolution approving this Settlement Agreement. Signatories further expressly agree that this Settlement Agreement and any oral or written statements made during the course of settlement negotiations are privileged, inadmissible, and not relevant to prove any issues associated with Atmos Energy's 2013 Rate Filing, except to the extent that such information is necessary to support rate case expense recovery.
12. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if a City enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.
13. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
14. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this ___ day of March, 2014.

ATMOS ENERGY CORP, WEST TEXAS DIVISION

By: _____
David J. Park

ON BEHALF OF THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

By: _____
Alfred R. Herrera

RATE SCHEDULE:	RESIDENTIAL GAS SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	PAGE:

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 14.75
Consumption Charge	\$ 0.12449 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	COMMERCIAL GAS SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	PAGE:

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 33.00
Consumption Charge	\$ 0.11226 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	INDUSTRIAL GAS SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	PAGE:

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 300.00
Consumption Charge	\$ 0.08895 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	PUBLIC AUTHORITY GAS SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	\$ 82.00
Consumption Charge	\$ 0.14512 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 4/01/2014	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 300.00 per month
Consumption Charge	\$ 0.08895 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

RATE SCHEDULE:	TRANSPORTATION SERVICE	
APPLICABLE TO:	LUBBOCK SERVICE AREA – Inside City Limits (ICL)	
EFFECTIVE DATE:	Bills Rendered on or after 4/01/2014	PAGE:

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailed Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

RATE SCHEDULE:	WEST TEXAS DIVISION GAS COST ADJUSTMENT (GCA) RIDER	
APPLICABLE TO:	ALL SERVICE AREAS IN THE WEST TEXAS DIVISION	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2012	PAGE:

Application

Gas bills issued under rate schedules to which this Rider applies will include adjustments to reflect decreases or increases in purchased gas costs or taxes. Accumulated Deferred Gas Costs shall also be adjusted for gas cost amounts which are uncollectible. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills. The amount of each adjustment shall be computed as follows:

Gas Cost Adjustment (GCA)

The GCA to be applied to each Ccf billed shall be computed as follows and rounded to the nearest \$0.01:

$$GCA = (G/S + CF)$$

Where:

1. "G", in dollars, is the expected cost of gas for the expected sales billing units.
2. "S", in Ccf as measured at local atmospheric pressure, is the expected sales billing units to be billed to customers in the respective section of the Company's West Texas Division.
3. "CF", in \$/Ccf as measured at local atmospheric pressure, is a correction factor charge per Ccf to adjust for the cumulative monthly differences between the cost of gas purchased by the Company and the amount of gas cost billed the customer plus any gas cost which is uncollectible.

More specifically, CF shall be calculated as follows:

$$CF = (a/b) + (c/b)$$

a = over (under) collection dollar amount for the 12 month period ending September.

b = expected estimated sales volumes for the future 12 month period ending November.

c = net uncollectible gas cost, that is:

(uncollectible gas cost for the previous 12 months ended September) – (subsequently collected gas cost for the previous 12 months ended September)

Once a year, on a 12 months ended September basis, the Company shall review the percentage of lost and unaccounted for gas. If this percentage exceeds 5% of the amount metered in, the correcting account balance will be reduced so that the customer will effectively be charged a maximum of 5% for lost and unaccounted for gas and the Company will absorb the excess.

**ATMOS ENERGY CORPORATION
WEST TEXAS DISTRIBUTION SYSTEM**

EXHIBIT A

RATE SCHEDULE:	WEST TEXAS DIVISION WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER	
APPLICABLE TO:	ALL AREAS IN THE WEST TEXAS DIVISION	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2012	PAGE:

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized in all cities in the West Texas Division or their environs for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial, public authority, and state institution bills based on meters read during the revenue months of October through May.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAF _i	$= \frac{R_i (HSF_i (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$
Where	
i	= any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
WNAF _i	= Weather Normalization Adjustment Factor for the i th rate schedule or classification expressed in cents per Ccf
R _i	= base rate of temperature sensitive sales for the i th schedule or classification utilized
HSF _i	= heat sensitive factor for the i th schedule or classification divided by the average bill count in that class
NDD _i	= billing cycle normal heating degree days
ADD _i	= billing cycle actual heating degree days
BL _i	= base load sales for the i th schedule or Classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

WNA _i	WNAF _i x q _{ji} Where q _{ji} is the relevant sales quantity for the j th Customer in i th rate schedule
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RIDER:	FF – FRANCHISE FEE ADJUSTMENT	
APPLICABLE TO:	ALL AREAS IN THE WEST TEXAS DIVISION	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2012	PAGE:

Application

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

Monthly Adjustment

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

RIDER:	TAX – TAX ADJUSTMENT	
APPLICABLE TO:	ALL AREAS IN THE WEST TEXAS DIVISION	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2012	PAGE:

Application

Applicable to Customers taking service under Residential, Commercial, Industrial, Public Authority, and State Institution customers to the extent of state gross receipts taxes only.

Each monthly bill shall be adjusted for state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

RATE SCHEDULE:	OTHER SERVICE CHARGES	
APPLICABLE TO:	ALL AREAS IN THE WEST TEXAS DIVISION	
EFFECTIVE DATE:	Bills Rendered on and after 10/01/2012	PAGE:

The service charges on this tariff will be applied in accordance with Atmos Energy's Quality of Service rules and Commission rule 7.45.

DURING BUSINESS HOURS:

These charges apply to services initiated between 8am and 5pm, Monday through Friday.

Charge	Amount
Turn On New Service With Meter Set	\$ 45.00
Turn On Service (shut-In test required)	\$ 37.00
Turn On Service (meter read only required)	\$ 21.00
Miscellaneous Service Charge Calls	\$ 10.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	\$ 47.00
Return Check Fee	\$ 25.00
Tampering Fee	\$ 150.00

AFTER BUSINESS HOURS:

These charges apply to services initiated between 5pm and 8am, Monday through Friday, and all day Saturday and Sunday.

Charge	Amount
Turn On New Service With Meter Set	\$ 67.50
Turn On Service (shut-In test required)	\$ 55.50
Turn On Service (meter read only required)	\$ 31.50
Miscellaneous Service Charge Calls	\$ 15.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	\$ 70.50
Tampering Fee	\$ 150.00

RIDER:	SURCHARGE 2013 WTX SOI	
APPLICABLE TO:	INCORPORATED AREAS OF AMARILLO, LUBBOCK, DALHART, AND CHANNING	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	PAGE:

Applicability

The Rate Case Expense Surcharge (RCE) rate as set forth below is pursuant to Settlement Agreement to the Statement of Intent filed with the municipalities in Atmos Energy's West Texas Division on October 18, 2013. This monthly rate shall apply to the residential, commercial, industrial, and public authority / state institution rate schedules of Atmos Energy Corporation's West Texas Division in the incorporated areas of Amarillo, Lubbock, Dalhart, and Channing. The rate will be in effect for approximately 12 months until all approved and expended rate case expenses are recovered from the applicable customer classes. This rider is subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Rate Schedule: Residential

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00323 per Ccf

Rate Schedule: Commercial

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00183 per Ccf

Rate Schedule: Industrial

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00153 per Ccf

Rate Schedule: Public Authority / State Institution

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00393 per Ccf

OTHER ADJUSTMENTS

The above rate schedules shall be adjusted for all applicable taxes (including franchise fees for incorporated customers) related to the above.

Atmos Energy, West Texas Division

Exhibit B

Lubbock Rate Jurisdiction

Proof of Rates

CURRENT PROPOSED

RESIDENTIAL

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$	13.50	751,234	75.4%	\$ 14.75	751,234	\$ 11,080,702	71.2%
2	Commodity Charge \$	0.09175	35,968,592	24.6%	\$ 0.12449	35,968,592	\$ 4,477,730	28.8%
3	Gas Cost*	0.4053	35,968,592		\$ 0.4053	35,968,592	\$ 14,578,070	
4	Residential Total		<u>Total</u>	<u>100.0%</u>		<u>Total</u>	<u>\$ 30,136,502</u>	<u>100.00%</u>
5			\$ 28,019,848				\$ 2,116,654	
6								
7								
8								
9								

Residential Margin Increase

COMMERCIAL

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$	30.00	68,374	59.3%	\$ 33.00	68,374	\$ 2,256,342	56.3%
2	Commodity Charge \$	0.09045	15,580,246	40.7%	\$ 0.11226	15,580,246	\$ 1,749,038	43.7%
3	Gas Cost*	0.4053	15,580,246		\$ 0.4053	15,580,246	\$ 6,314,674	
4	Commercial Total		<u>Total</u>	<u>100.0%</u>		<u>Total</u>	<u>\$ 10,320,054</u>	<u>100.0%</u>
5			\$ 9,775,127				\$ 544,927	
6								
7								
8								
9								

Commercial Margin Increase

* Average gas cost is presented here for informational purposes only. The Company is not proposing any changes to its existing GCA tariff.

Atmos Energy, West Texas Division

Exhibit B

Lubbock Rate Jurisdiction

Proof of Rates

CURRENT PROPOSED

INDUSTRIAL / TRANSPORT

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$ 275.00	530	\$ 145,750	39.9%	\$ 300.00	530	\$ 159,000	37.6%
2								
3	Commodity Charge \$ 0.07402	2,968,536	\$ 219,731	60.1%	\$ 0.08895	2,968,536	\$ 264,051	62.4%
4								
5	Gas Cost* \$ 0.4053	2,968,536	\$ 1,203,148		\$ 0.4053	2,968,536	\$ 1,203,148	
6								
7	Industrial / Transport Total	Total	\$ 1,568,629	100.0%		Total	\$ 1,626,199	100.0%
8								
9					Industrial / Transport Margin Increase		\$ 57,570	

PUBLIC AUTHORITY / STATE INSTITUTION

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$ 75.00	1,058	\$ 79,350	55.3%	\$ 82.00	1,058	\$ 86,756	38.4%
2								
3	Commodity Charge \$ 0.12981	493,692	\$ 64,086	44.7%	\$ 0.14512	957,018	\$ 138,882	61.6%
4								
5	Commodity Charge \$ 0.11115	463,326	\$ 51,499					
6								
7	Gas Cost* \$ 0.4053	957,018	\$ 387,879		\$ 0.4053	957,018	\$ 387,879	
8								
9	Public Authority / State Inst Total	Total	\$ 582,814	100.0%		Total	\$ 613,518	100.0%
10								
11					Public Authority / State Institution Margin Increase		\$ 30,704	

* Average gas cost is presented here for informational purposes only. The Company is not proposing any changes to its existing GCA tariff.

Atmos Energy, West Texas Division

Lubbock Rate Jurisdiction
Proof of Rates

Exhibit B

CURRENT

PROPOSED

CLASS ALLOCATION

	<u>Current</u>	<u>Current Class Allocation</u>	<u>Proposed Increase</u>	<u>Proposed Revenue</u>	<u>Proposed Class Allocation</u>
SYSTEMWIDE					
RESIDENTIAL	\$13,441,774	76.97%	2,116,654	\$15,558,428	76.97%
COMMERCIAL	\$3,460,445	19.82%	544,927	\$4,005,372	19.82%
INDUSTRIAL	\$365,481	2.09%	57,570	\$423,051	2.09%
PUBLIC AUTHORITY / SA	\$194,924	1.12%	30,704	\$225,628	1.12%
TOTAL SETTLEMENT	\$17,462,624	100.00%	\$ 2,749,855	\$20,212,479	100.00%

EXHIBIT C

Factors Required by Section 104.301 of the Texas Utilities Code

- The net invested capital amount of \$402,687,486 shall be used as the baseline investment for use in calculating the first IRA adjustment following the issuance of a Final Order in this proceeding;
- The overall depreciation rate shall be calculated based on the WTX Direct depreciation rates approved by GUD 10041 and the SSU Depreciation rates approved by GUD 10170.
- A federal income tax factor of 35%;
- Ad Valorem Tax of \$4,133,461 divided by the net invested capital of \$402,687,486 for an Ad Valorem tax rate of 1.03%.
- The average use per month per customer class in order to determine the current and proposed bill information in future IRA filings is as follows: Residential at 52.69 Ccf, Commercial at 239.72 Ccf, Industrial at 3,950.03 Ccf, and Public Authority at 809.72 Ccf; and
- The base rate revenue allocation factors to be used to calculate the cost of changes in investment to be recovered from the appropriate customer classes are as follows: Residential at 75.13%, Commercial at 18.39%, Industrial at 2.16%, and Public Authority at 4.32%.
- The overall return shall be the same as approved by the Railroad Commission of Texas in the Final Order for GUD 10170.

ATMOS ENERGY CORPORATION
 WEST TEXAS SYSTEM STATEMENT OF INTENT
 PENSIONS AND RETIREE MEDICAL BENEFITS BENCHMARK
 TEST YEAR ENDING JUNE 30, 2013

Exhibit D

Line No.	Description (a)	Shared Services (b)		Post-Retirement Medical Plan ("FAS 106") (c)		Pension Account Plan ("PAP") (d)		WTX Post-Retirement Medical Plan ("FAS 106") (e)		Supplemental Executive Retirement Plan ("SERP") (f)		Total (g)
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Supplemental Executive Retirement Plan ("SERP")	Supplemental Executive Retirement Plan ("SERP")	
1	FY 2014 Towers Watson Amounts (Excluding Removed Cost Centers)	\$ 6,343,572	\$ 4,509,850	\$ 1,954,888	\$ 2,897,539	\$ 82,303						
2	Texas Division Allocation Factor	8.82%	8.82%	100.00%	100.00%	100.00%						
3	West Texas Allocation Factor	97.62%	97.62%	94.32%	94.32%	94.32%						
4	FY 2014 Towers Watson Benefit Costs (Excluding Removed Cost Centers)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						
5	Allocated to WTX (Ln 1 x Ln 2 x Ln 3) O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%						
6	FY 2014 Towers Watson Benefit Costs To Approve (Excluding Removed Cost Centers) (Ln 4 x Ln 5)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						
7												
8	Summary of Costs to Approve:											
9												
10												
11												
12	Total Pension Account Plan ("PAP")	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 2,390,009
13	Total Post-Retirement Medical Plan ("FAS 106")											\$ 3,121,240
14	Total Supplemental Executive Retirement Plan ("SERP")											\$ 77,628
15	Total (Ln 12 + Ln 13 + Ln 14)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 5,588,877
16												
17												
18	O&M Expense Factor (WP_F-2.3, Ln 2)	87.56%	87.56%	57.87%	57.87%	100.00%						
19												
20	Expense Portion (Ln 15 x Ln 18)	\$ 478,237	\$ 339,994	\$ 1,067,017	\$ 1,581,535	\$ 77,628						\$ 3,544,412
21												
22	Capital Factor (1 - Ln 18)	12.44%	12.44%	42.13%	42.13%	0.00%						
23												
24	Capital Portion (Ln 15 x Ln 22)	\$ 67,921	\$ 48,287	\$ 776,833	\$ 1,151,424	\$ -						\$ 2,044,465
25												
26	Total (Ln 20 + Ln 24)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 5,588,877

ATMOS ENERGY CORPORATION
WEST TEXAS SYSTEM STATEMENT OF INTENT
PENSION AND OTHER POST EMPLOYMENT BENEFITS REGULATORY ASSET
AMORTIZATION SCHEDULE *
TEST YEAR ENDING JUNE 30, 2013

Exhibit D

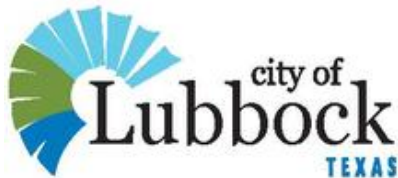
Line No.	Year Ended June 30	Beginning of Year		Annual Amortization	End of Year		Balance as of June 30, 2013
		Rate Base Adjustment Amount	(b)		Rate Base Adjustment Amount	(d)	
		(a)	(b)	(c)	(d)	(e)	
1	2013				\$	1,183,707	\$ 1,183,707
2	2014	\$	1,183,707	118,371		1,065,337	1,065,337
3	2015		1,065,337	118,371		946,966	946,966
4	2016		946,966	118,371		828,595	828,595
5	2017		828,595	118,371		710,224	710,224
6	2018		710,224	118,371		591,854	591,854
7	2019		591,854	118,371		473,483	473,483
8	2020		473,483	118,371		355,112	355,112
9	2021		355,112	118,371		236,741	236,741
10	2022		236,741	118,371		118,371	118,371
11	2023		118,371	118,371		-	-

Notes:

1. The annual amortization of the Pension and Other Postemployment Benefits Regulatory Asset cost has been included in O&M expense on WP_F-2.8. The annual amortization is based on a ten year amortization period.
 2. The Company has included in rate base, as a regulatory asset, the Company's calculated Pension and Other Postemployment Benefits cost in accordance with TEX. UTILITIES CODE, SECTION 104.059.
 3. The calculation of the asset on this workpaper represents the fiscal year 2013 Towers Watson report versus the cost level approved in GUD No. 10174 for the period October 1, 2012 to June 30, 2013. Please see the Relied Files for the documentation supporting this calculation.
 4. The amortization of this asset will begin when the rates approved in this filing go into effect.
- * Totals may vary due to rounding.

Weather Zone	Baseload	Annual Baseload per Customer	Monthly Baseload per Customer for WNA	Normalized Volumes Ccf	Normalized Volumes per Customer	Average Customers	Normal HDD	HSF
<u>Residential</u>								
Amarillo	20,155,155	216.64	18.05	72,120,563	775.19	93,036	3,897	0.1433
Lubbock	19,701,788	188.75	15.73	62,103,916	594.98	104,379	3,132	0.1297
Midland	12,821,859	173.76	14.48	40,062,040	542.90	73,793	2,503	0.1475
<u>Commercial</u>								
Amarillo	9,917,438	1,211.03	100.92	28,022,844	3,421.91	8,189	3,897	0.5673
Lubbock	10,633,279	1,142.43	95.20	23,318,552	2,505.33	9,308	3,132	0.4352
Midland	10,597,749	1,583.76	131.98	20,815,603	3,110.75	6,692	2,503	0.6101
<u>Public Authority / State Agency</u>								
Amarillo	1,876,066	3,561	297	6,755,200	12,822.27	527	3,897	2.3765
Lubbock	1,140,453	1,530	128	4,645,834	6,233.93	745	3,132	1.5018
Midland	2,926,097	4,878	406	7,505,295	12,510.56	600	2,503	3.0496

* City references are to weather zones not rate divisions.



Regular City Council Meeting

5. 31.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0032 for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

Zoning Request:

Proposed Land Use:

The proposed land use is for R-1 to IHI for a steel and aluminum storage and cutting facility.

Adjacent Land Uses:

N – vacant land - zoned R-1

S – manufactured housing development - zoned R-1

E – vacant land - zoned R-1

W – Lubbock business park, DPS office and Verison call center - zoned IDP

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 6, 2014:

The property was brought before the planning and zoning commission for an aluminium and steel fabrication plant.

Impact on the Comprehensive Land Use Plan (CLUP):

The request is consistent with the Comprehensive Land Use Plan.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 8-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3117-A

Zone Case 3117-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. 3117-A**; A ZONING CHANGE FROM **R-1** TO **IHI** ZONING DISTRICT ON **31.76 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 8**, 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. 3117-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 **R-1** to **IHI** zoning district on **31.76 acres of unplatted land out of Block A, Section 8**, City of Lubbock, Lubbock County, Texas, located at **2712 North MLK JR Boulevard**.

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:

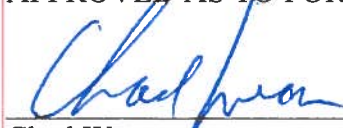
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3117-A
February 6, 2014

Legal description of the land:

The South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Certificate No. 397, original grantee, T.T. Ry. Company, Abstract No. 495, Lubbock County, Texas, SAVE AND EXCEPT the following two tracts of land:

Save and Except Tract 1: A 7.842 acre tract of land out of the South One-Half (S/2) of the North One-Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Abstract 1242, Lubbock County, Texas, described in Warranty Deed dated September 1, 1966, recorded in Volume 1101, Page 175, Deed Records of Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at a nail set in the West line of Section 8, Block A, and in Quirt Avenue, a distance of 1320 feet North of the Southwest corner of Section 8, for the Southwest and beginning corner of this tract; whence a ½" iron pipe bears East 30 feet;

THENCE North 280 feet with the West line of Section 8, and along Quirt Avenue set nail for the Northwest

corner of this tract, whence a ¾" iron pipe bears East 30 feet;

THENCE East 1220 feet set ¾" iron pipe for the Northeast corner of this tract;

THENCE South 280 feet set ¾" iron pipe in the South line of the North One-Half of the Southwest One-Fourth of Section 8, for the Southeast corner of this tract;

THENCE West 1220 feet with the South line of the North One-Half of the Southwest One-Fourth of Section 8 to the place of beginning.

Save and Except Tract 2: A parcel of land containing 0.442 acres of land, more or less, out of a 40.00 acre tract in the South half of the North half of the Southwest one-quarter of Section 8, Block A, Lubbock County, Texas; said 40.00 acres was conveyed to Georgia Hefner by Raymond E. Hefner by Deed dated September 21, 1957 and recorded in Volume 670, Page 219, Deed Records, Lubbock County, Texas; said 0.442 acre tract is described in Warranty Deed dated September 10, 1976, recorded in Volume 1490, Page 805, Deed Records of Lubbock County, Texas, and is more particularly described by metes and bounds as follows:

BEGINNING at a point on the West boundary line of Section 8, Block A, said point is the Northwest corner of said 40.00 acre tract and bears South 88°4'29" East, a distance of 5,280.00 feet, thence South 1°54'42" West, a distance of 3,327.10 feet from the Southwest corner of Section 10, Block A; said point also being the common boundary line and the Southwest corner of a tract of land owned by Brazos, Inc.;

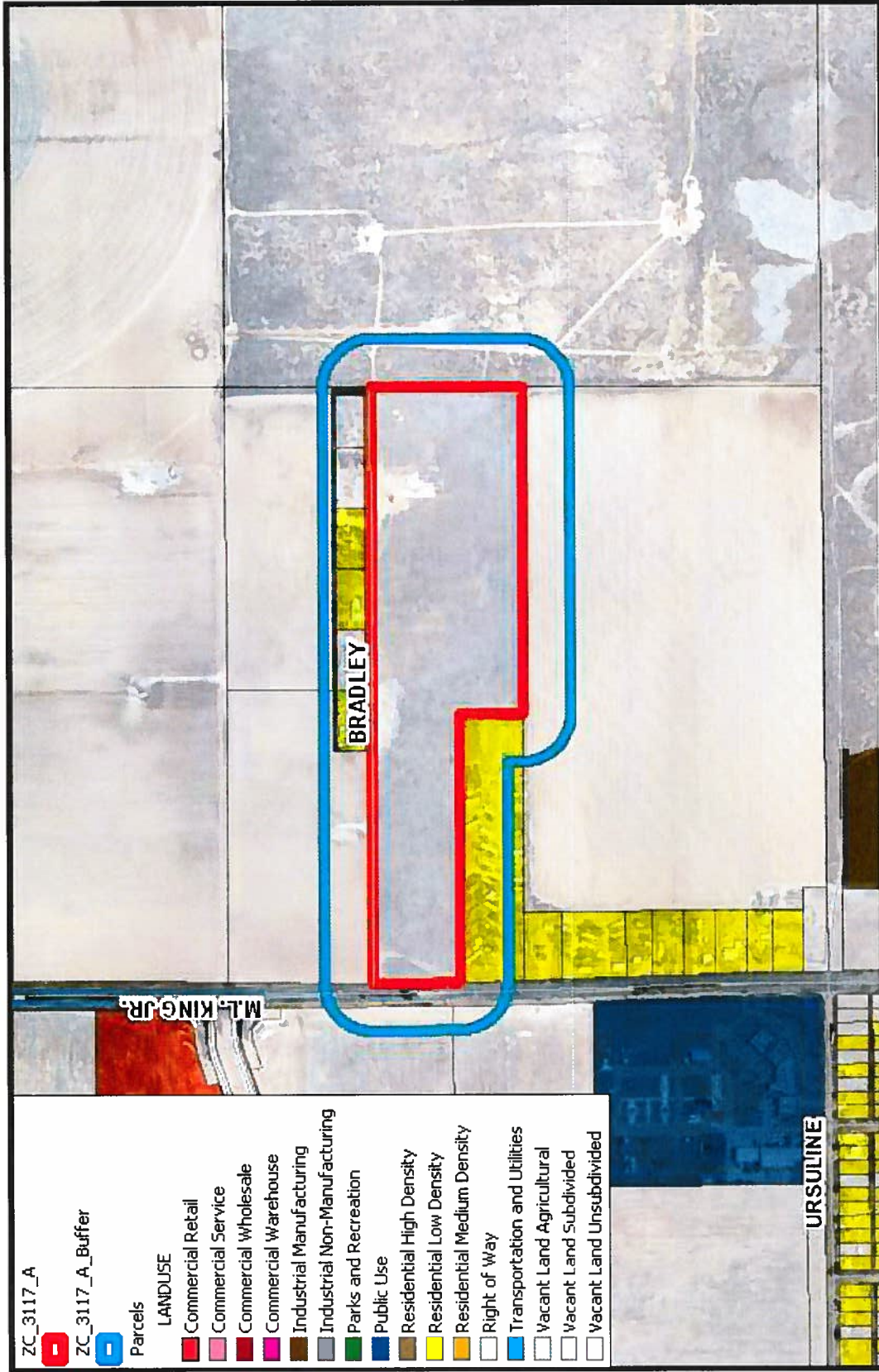
THENCE South 88°5'18" East, along the North property line of said 40.00 acre tract, a distance of 49.91 feet to a point;

THENCE South 1°54'42" West, a distance of 385.50 feet to a point on the South property line of said 40.00 acre tract, said South property line being the common boundary line with the American Bank of Commerce, Wolfforth, Texas;

THENCE North 88°5'18" West, along the South property line of said 40.00 acre tract, a distance of 49.91 feet to a point on the West boundary line of Section 8, Block A;

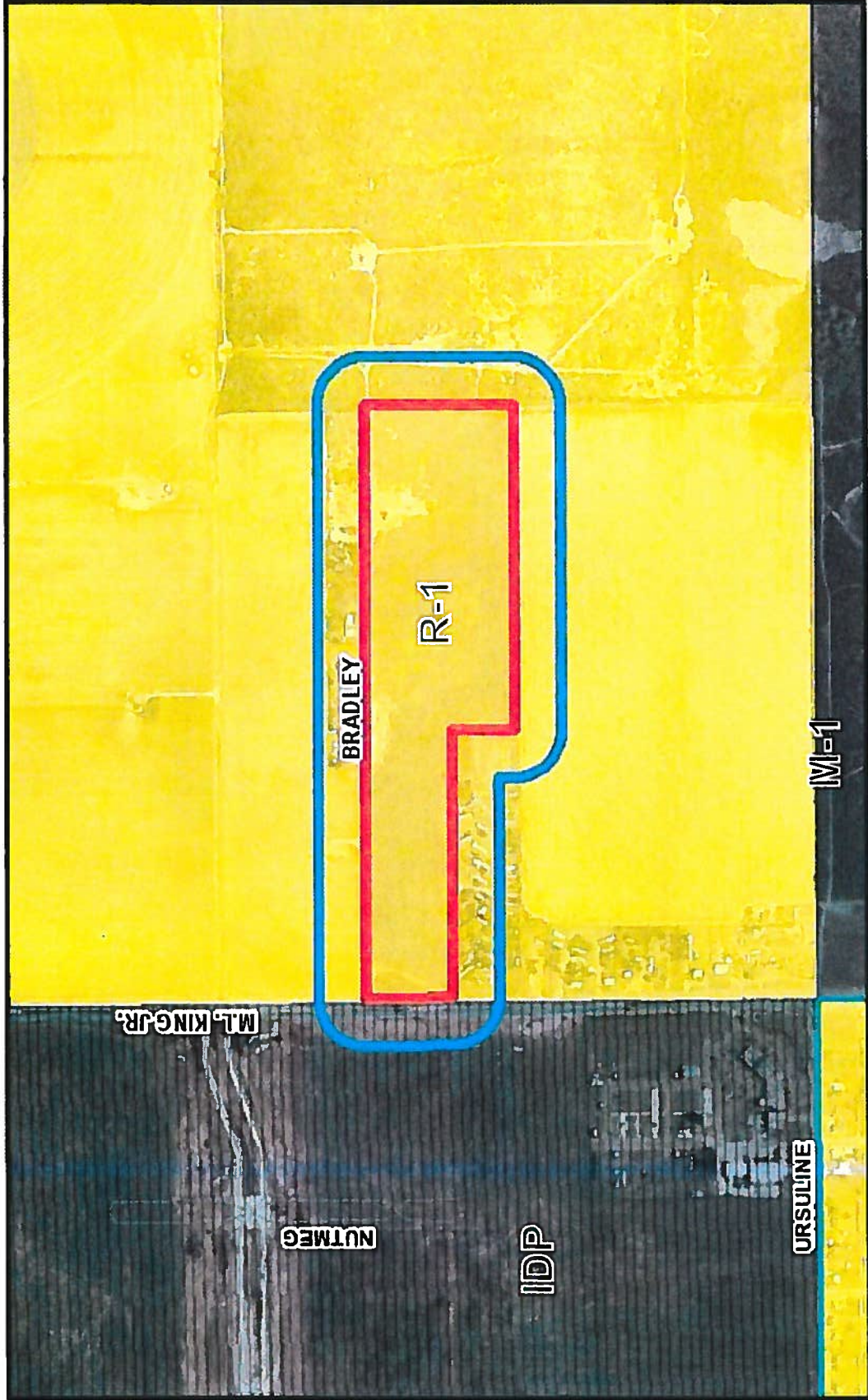
THENCE North 1°54'42" East, along the West boundary line of Section 8, Block A, a distance of 385.50 feet to the Place of Beginning, containing 0.442 acre of which approximately 0.265 acre is in an existing road.

Note: The Company does not represent that the above square footage or acreage calculations are correct.



P.Z.C. Case 3117-A

Request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI, 2712 North MLK JR Boulevard



P.Z.C. Case 3117-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Morris Rubenstein
11524 County Rd 128 W
Street/Post Office Box
Midland TX 79711
City State Zip
(432) 563-5051
Telephone

For Marco Steel and Aluminum, Inc.
5618 N. David Ave.
Street/Post Office Box
Lubbock TX 79403
City State Zip
(806) 749-5051
Telephone

Location or Address: N MLK BLVD
Legal Description: BLK A SEC 8 AB 945 TR D1 ACS: 31.76
Existing Land Use: Vacant Land Existing Zoning: R1
Acreage or Square Footage of Property: 31.76 AC
Zoning Requested: M-2

Proposed Development: Metal service center, we have existing lease on 3 building with the City of Lubbock dating back to May of 2002. Now we are wanting to expand our business.

If property is not subdivided, will preliminary plat be submitted? Yes No XX

Applicant's Signature M. Rubenstein T. K... December 27th, 2013 Date

Handwritten notes: CH 1844, REC: 18021 with an arrow pointing to the filing fee section.

Filing Fee: \$567.98 (\$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: 127 11/18/13

Zone Case No.: 3172-A Agenda No.:
Request for zoning change from: R1 To: M-2

on Lot(s): 31.76 acres of unplatted land out of Block A - section 8 tract D-1
Subdivision: Address: 2712 N. MLK Blvd

South of Bradley and East of MLK Jr Blvd.



Marco Steel and Aluminum Inc.

January 7, 2014

City of Lubbock Zoning Department

Dear Board Members:

Marco Steel and Aluminum is a metal service center currently located at 5618 N. David Ave. Lubbock, TX. Our normal business hours are Monday – Friday 6:00 AM to 5:00 PM. We are closed Saturday and Sunday. We are one of three branches with our corporate office located in Midland, TX where the President, Morris Rubenstein, resides.

In May of 2002 Marco Steel and Aluminum opened in Lubbock leasing three warehouses from the Lubbock International Airport. I am sure they will testify that we have been a loyal tenant for the past 12 years.

We are a metal service center. We stock stainless, aluminum, carbon and alloy material. In Lubbock we will offer value added services for our customers that include cut to length parts on our 18" CNC saw, CNC shearing, CNC shape cutting with plasma. In these processes we do not store or use hazardous liquids or materials. We are inspected yearly by the Lubbock Fire Department.

Our material is received and delivered mainly on our company trucks normally between 6 a.m. and 5 p.m. Monday through Friday. We have a 45/ft, a 36/ft and a 24/ft flatbed truck that we use for delivery as well as a pickup and a 16/ft trailer. Our material comes in usually 3 times a week on a 45/ft tarped flatbed. We do occasionally get LTL shipments between 8:00 a.m. and 5:00. p.m. We have very little foot traffic.

Our intent with the purchase of this land is to build a 100/ft X 200/ft building and bring everything that we currently have in 3 buildings under one roof. We will have an attached building for our offices and break room for the employees.

If you have any questions please give me a call at 749-5051.

Sincerely,

Jay Roberts
General Manager

5618 N. David Ave • PO Box 1619 • Lubbock, TX • Phone: 806-749-5051 • jroberts@marcosteel.com
WWW.MARCOSTEEL.COM

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3117-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 06 REC'D

PLANNING DEPARTMENT

Print Name: A. L. O'Neal FAMILY TRUST
Signature: A. L. O'Neal Trustee
Address: 2107 56TH ST LUBBOCK TX 79412
Address of Property Owned: 2107-56TH ST LUBBOCK TX 79412

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

12

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.

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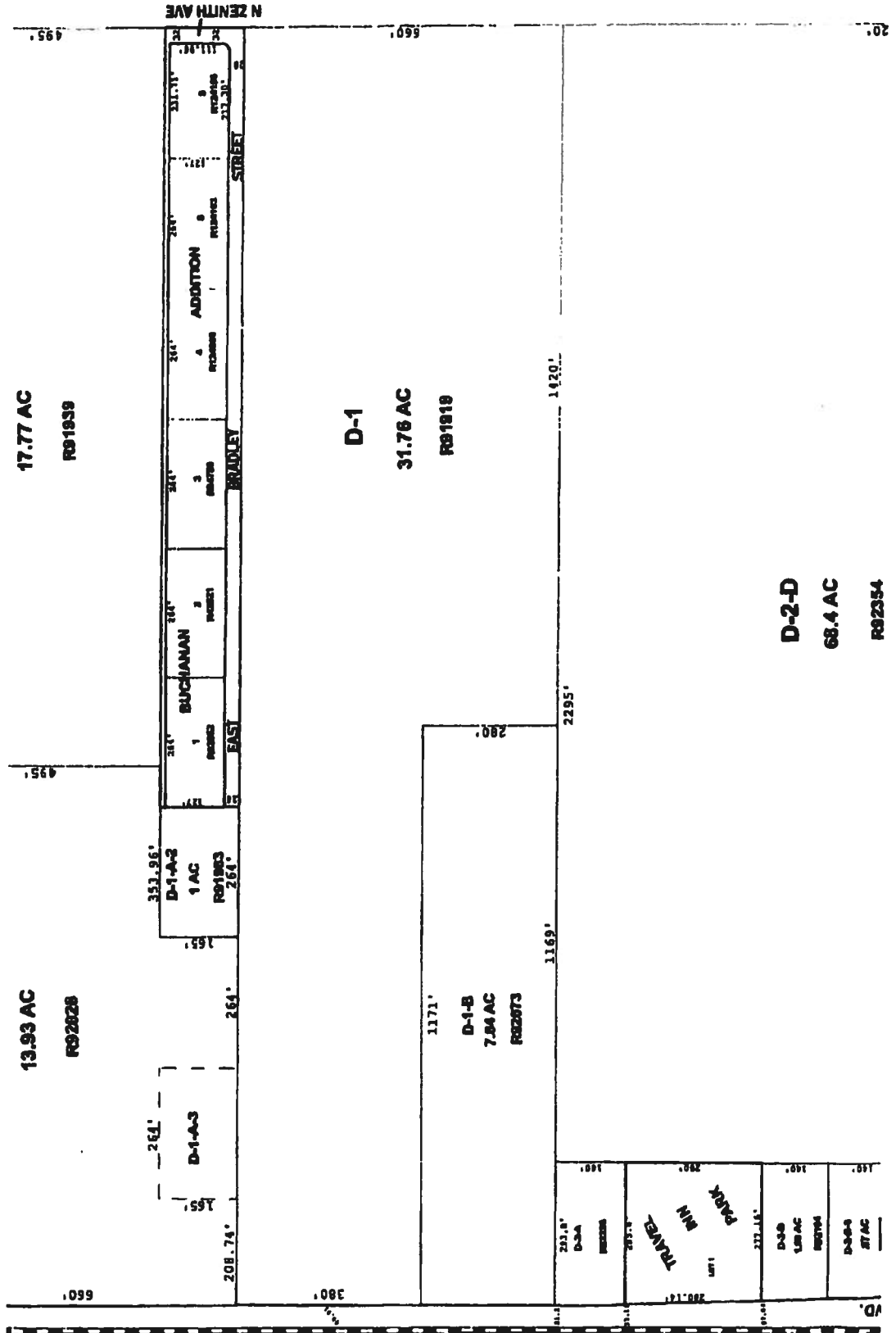
In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
JAN 30 REC'D
PLANNING DEPARTMENT

Print Name Johnny McDonald
Signature: J. McDonald
Address: Box 1586 Lubbock, TX 79408
Address of Property Owned: 2912 N. MLK



17.77 AC
R91858

13.93 AC
R92828

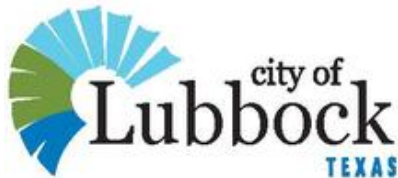
D-1
31.76 AC
R91819

D-2-D
68.4 AC
R92354

N ZENITH AVE

BRADLEY STREET

EAST STREET



Regular City Council Meeting

5. 32.

Meeting Date: 03/27/2014

Information

Agenda Item

Ordinance 2nd Reading - City Secretary: Consider Ordinance 2014-O0038 amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting 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.

Item Summary

On March 13, 2014, the City Council approved the first reading of the ordinance.

The change to Exhibit A, now Exhibit A1, is an address correction to Bacon Heights Baptist Church, a Vote Center location. The changes to Exhibit B, now Exhibit B1, under the Temporary Branch Early Voting Locations, are: 1) Deletion of Lubbock Manor - this location is no longer a nursing/assisted living retirement center; 2) Additions of three Temporary Branch Early Voting Mobile Locations in Slaton Texas (Slaton High School; Cathelene Thomas Elementary School; and Slaton Junior High School). Slaton ISD made the decision to hold a Special Bond Election. They asked for 3 mobile voting units to take care of voters in the High School, Junior High and Elementary. Slaton ISD will incur all costs associated with these 3 extra evenings of voting in Slaton.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ordinance -Election Amendment

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2014 REGULAR MUNICIPAL ELECTION ORDER OF THE CITY OF LUBBOCK WITH REGARD TO POLLING PLACES, APPOINTING ELECTION JUDGES, ESTABLISHING HOURS FOR VOTING AND PROVIDING EARLY VOTING 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; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2014 and February 13, 2014, the City Council of the City of Lubbock passed an ordinance ordering the Regular City Election for the election of municipal officers to be held on **May 10, 2014** (the "Election Order"), pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances;

WHEREAS, the City Council finds that an amendment to Election Order as to the the designation of the polling places, as set forth in Exhibit A"of the Election Order, is necessary to effectuate the **May 10, 2014** general election; and

WHEREAS, THE City Council finds that it is in the best interest of the citizens of the City of Lubbock to authorize the City Secretary to make any future changes to the exhibits of the Election Order as deemed necessary in order to carry out the terms of the Election Order and this Ordinance; NOW THEREFORE:

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

SECTION 1. the **Exhibit A** and **Exhibit B** of the Election Order is hereby substituted and replaced with **Exhibit A-1** and **Exhibit B-1** that are attached hereto.

SECTION 2. THAT any references to **Exhibit A** and **Exhibit B** within the Election Order be hereby replaced with **Exhibit A-1** and **Exhibit B-1**.

SECTION 3. THAT the City Secretary is hereby authorized and directed to make any further necessary changes to the Election Order exhibits as may be necessary to carry out the purposes of the Election Order and this Ordinance.

SECTION 4. THAT except as otherwise amended herein, the remainder of the Election Order shall remain in full force and effect.

SECTION 5. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 6. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

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 FORM:



Amy L. Sims, Assistant City Attorney

as/Election Ord May 2014-Amend
3.5.14

Exhibit A1 (*Anexo A1*)

Lubbock County Cities and Schools General and Special Elections
(*Elecciones General y Especial de Ciudades y Escuelas para el Condado de Lubbock*)

Vote Centers, Election Judges and Alternate Judges

(*Ubicaciones de Centros de Votación, Jueces, y Suplentes*)

Election Day, May 10, 2014

(*Día de las elecciones, 10 de mayo de 2014*)

*****American Sign Language Interpreters available**

*****Intérpretes de Lengua de Signos disponible**

Abernathy City Hall, 811 Avenue D, Abernathy (<i>Oficina Municipal de Abernathy—811 avenida D, Abernathy</i>)	Judge (<i>Juez</i>), Rita Prieto Alternate Judge (<i>Suplente</i>), Manuel Prieto
Bacon Heights Baptist Church – 5110 54th St (<i>Iglesia Bautista Bacon Heights—5110 calle 54</i>)	Judge (<i>Juez</i>), Keith Hewett Alternate Judge (<i>Suplente</i>), Angie Jenkins
Broadview Baptist Church— 1302 N Frankford Ave (<i>Iglesia Bautista Broadview--1302 avenida Frankford al Norte</i>)	Judge (<i>Juez</i>), Keith Gast Alternate Judge (<i>Suplente</i>), Ralph Loerwald
Byron Martin ATC - 3201 Avenue Q *** (<i>Byron Martin ATC-3201 avenida Q</i>)***)	Judge (<i>Juez</i>), Rosemary Treviño Alternate Judge (<i>Suplente</i>), Francisca Gómez
Calvary Baptist Church - 5301 82 nd St*** (<i>Iglesia Bautista Calvario—5301 calle 82</i>)***)	Judge (<i>Juez</i>), Nicky Anderson Alternate Judge (<i>Suplente</i>), Mona Mojica
Casey Administration Building-501 7 th St, Wolfforth (<i>Edificio de Administración Casey – 501 calle 7, Wolfforth</i>)	Judge (<i>Juez</i>), Lynn Acton Alternate Judge (<i>Suplente</i>), Isabell Gonzales
Catholic Diocese of Lubbock-4620 4 th St (<i>Diócesis Católica de Lubbock--4620 calle 4</i>)	Judge (<i>Juez</i>), (Linda) Kay Landress Alternate Judge (<i>Suplente</i>), Karen Favars
Cavazos Middle School- 210 N University Ave (<i>Escuela Secundaria Menor Cavazos-- 210 avenida Universidad</i>)	Judge (<i>Juez</i>), Ramón Hernández Alternate Judge (<i>Suplente</i>), Frances Autry
Celebration Christian Center-8001 Upland Ave (<i>Celebration Christian Center --8001 avenida Upland</i>)	Judge (<i>Juez</i>), Kandi Taylor Alternate Judge (<i>Suplente</i>), Johnny Franklin

Church on the Rock-10503 Slide Rd <i>(Church on the Rock—10503 carretera Slide)</i>	Judge <i>(Juez)</i> , John Paduch Alternate Judge (Suplente), Carol Newsom
Elks Lodge No 1348 - 3409 Milwaukee Ave <i>(Elks Lodge No. 1348--3409 avenida Milwaukee)</i>	Judge <i>(Juez)</i> , Dawna Gilbert Alternate Judge (Suplente), Louisa Lara
First Assembly of God Church-3801 98 th St <i>(Iglesia Primera Asamblea de Dios—3801 calle 98)</i>	Judge <i>(Juez)</i> , Sue Ball Alternate Judge (Suplente), James Ball
Godeke Branch Library- 6707 Slide Rd <i>(Biblioteca Godeke—6707 carretera Slide)</i>	Judge <i>(Juez)</i> , Kim Sanders Alternate Judge (Suplente), Sue Weninger
Green Lawn Church of Christ-5701 19 th St <i>(Iglesia de Cristo Green Lawn--5701 calle 19)</i>	Judge <i>(Juez)</i> , Jennifer Davis Alternate Judge (Suplente), Patsy Anderson
Harwell Elementary School-4101 Avenue D <i>(Escuela Primaria Harwell—4101 avenida D)</i>	Judge <i>(Juez)</i> , Janie Martinez Alternate Judge (Suplente), Pat Kidd
Home Depot-2615 50 th St <i>(Home Depot—2615 calle 50)</i>	Judge <i>(Juez)</i> , Paul Matsler Alternate Judge (Suplente), Bryan Dunn
Idalou Clubhouse- 202 W 7 th St, Idalou <i>(Centro Social de Idalou--202 calle 7 al Oeste, Idalou)</i>	Judge <i>(Juez)</i> , Connie Gutiérrez Alternate Judge (Suplente), Diann Grayson
Lubbock-Cooper Performing Arts Center (PAC) <i>(Centro de Artes Escénicas de Lubbock-Cooper- PAC)</i> Woodrow Road & Hwy 87, West of Lubbock Cooper H.S. <i>(Calle Woodrow y Carretera 87, al Oeste de la Escuela Secundaria de Lubbock-Cooper)</i>	Judge <i>(Juez)</i> , Leslie Arcisz Alternate Judge (Suplente), Jessie Rangel
Lubbock-Cooper North Elementary-3202 108 th St <i>(Escuela Primaria Lubbock-Cooper North, 3202 calle 108)</i>	Judge <i>(Juez)</i> , Jill Henry Alternate Judge (Suplente), Larry Henry
Lubbock-Cooper West Elementary-10101 Fulton Ave <i>(Escuela Primaria Lubbock-Cooper West, 10101 avenida Fulton)</i>	Judge <i>(Juez)</i> , Debbie Rowan Alternate Judge (Suplente), Amanda Cargile
Mae Simmons Community Center -2004 Oak Ave <i>(Central Social Mae Simmons--2004 avenida Oak)</i>	Judge <i>(Juez)</i> , Earnestine Frazer Alternate Judge (Suplente), Julia Soccio
Mt. Vernon United Methodist Church-2304 Cedar Ave <i>(Iglesia Metodista Unida Mount Vernon, 2304 avenida Cedar)</i>	Judge <i>(Juez)</i> , Sharon Kirkwood Alternate Judge (Suplente), Eva Jackson

New Deal ISD Admin-Office 401 S Auburn St, New Deal <i>(Oficinas Administrativas de Distrito Escolar Independiente de New Deal--401 calle Auburn al Sur, New Deal)</i>	Judge (<i>Juez</i>), (Starlie) Jan Denzer Alternate Judge (Suplente), Wyoma Burleson
Parsons Elementary-2811 58 th St <i>(Escuela Primaria Parsons—2811 calle 58)</i>	Judge (<i>Juez</i>), Mamie Hurt Alternate Judge (Suplente), Mary Fernandez
Patterson Library-1836 Parkway Ave <i>(Biblioteca Patterson—1836 avenida Parkway)</i>	Judge (<i>Juez</i>), Hallie Perkins Alternate Judge (Suplente), Minnie McCormick
Ramirez Charter School-702 Avenue T <i>(Escuela Primaria Ramirez--702 avenida T)</i>	Judge (<i>Juez</i>), Jean Jobe Alternate Judge (Suplente), Charles Kinman
Ransom Canyon City Hall-24 Lee Kitchens Dr, Ransom Canyon <i>(Oficina Municipal del Pueblo de Ransom Canyon 24 calle Lee Kitchens Dr, Ransom Canyon)</i>	Judge (<i>Juez</i>), Brooksye Ratliff Alternate Judge (Suplente), Rosary Phipps
Roberts Elementary-7901 Avenue P <i>(Escuela Primaria Roberts--7901 avenida P)</i>	Judge (<i>Juez</i>), Nancy Finger-Morales Alternate Judge (Suplente), Nancy Mayfield
Roosevelt Clubhouse-1400 CR 3300 <i>(Centro Social de Roosevelt--1400 CR 3300)</i>	Judge (<i>Juez</i>), Janie Westbrook Alternate Judge (Suplente), Joyce Dunn
Roscoe Wilson Elementary-2807 25 th St <i>(Escuela Primaria Roscoe Wilson--2807 calle 25)</i>	Judge (<i>Juez</i>), Gretchen Gurtler Alternate Judge (Suplente), Sandra Harper
Shallowater Community Center-902 Avenue H, Shallowater <i>(Centro Social de Shallowater- 902 avenida H, Shallowater)</i>	Judge (<i>Juez</i>), Ron Goulette Alternate Judge (Suplente), Dee Moralez
Slaton ISD Administration Office-140 E Panhandle, Slaton <i>(Oficinas Administrativas de Distrito Escolar Independiente de Slaton--140 calle Panhandle al Este, Slaton)</i>	Judge (<i>Juez</i>), Don Yelvington Alternate Judge (Suplente), Barbara Vara
Smylie Wilson Middle School-4402 31 st St <i>(Escuela Primaria Secundaria Menor—4402 calle 31)</i>	Judge (<i>Juez</i>), Betty Sullivan Alternate Judge (Suplente), Amelinda Sanchez
South Plains Church of Christ-6802 Elkhart Ave <i>(Iglesia de Cristo South Plains--6802 avenida Elkhart)</i>	Judge (<i>Juez</i>), Barry Donaldson Alternate Judge (Suplente), Patricia Jackson

St Joseph Catholic Church- 102 N Avenue P
(Iglesia Católica San José--102 avenida P al Norte)

Judge (*Juez*), Alice Lozada
Alternate Judge (Suplente), George Sulaica

Sunset Church of Christ, The Well-3651 34th St
(Iglesia de Cristo Sunset, The Well--3651 calle 34)

Judge (*Juez*), Kevin Vander-Plas
Alternate Judge (Suplente), Tess Trost

Sutherlands Lumber-3701 50th St
(Sutherlands Lumber--3701 calle 50)

Judge (*Juez*), Neil Finley
Alternate Judge (Suplente), Jack Booe

Terra Vista Middle School-1111 Upland Ave
*(Escuela Primaria Secundaria Menor Terra Vista,
1111 avenida Upland)*

Judge (*Juez*), Lupe Ysasaga
Alternate Judge (Suplente), Alice Cadena

Wright Elementary-1302 Adrian St
(Escuela Primaria Wright—1302 calle Adrian)

Judge (*Juez*), Sharon Randolph
Alternate Judge (Suplente), Ron Reimann

NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:

(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el día 10 del mes de mayo, 2014, serán conducidas en TODOS LOS CENTROS ELECTORALES EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS DEBAJO:)

Early Voting Dates: April 28 – May 6, 2014
(Fecha de Votación Adelantada: 28 de abril – 6 de mayo, 2014)

Main Polling Place: (Lugar principal de la votación)

Lubbock County Elections Office <i>(Oficina de Elecciones del Condado de Lubbock)</i>	Dates: April 28 th – May 6 th , 8:00 a.m. – 8:00 p.m. <i>(Fecha: 28 de abril – 6 de mayo, 8:00 a.m. – 8:00 p.m.)</i>
Public Room <i>(Salón Público)</i>	Except Sunday, May 4th, 1:00 p.m. – 6:00 p.m.
1308 Crickets Ave <i>(1308 avenida crickets)</i>	<i>(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)</i>

United Supermarkets—Locations listed below:

Monday, April 28th – Tuesday, May 6th 8:00 A.M. – 8:00 P.M.

(lunes, 28 de abril – martes, 6 de mayo 8:00 A.M. – 8:00 P.M.)

Except Sunday, May 4th 1:00 P.M. – 6:00 P.M.

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

2630 Parkway Dr	4425 19 th St (19 th & Quaker Ave) Market Street
112 North University Ave	2703 82 nd St (82 nd & Boston Ave)
401 Slide Road (4 th & Slide)	8010 Frankford Ave (82 nd & Frankford Ave)
1701 50 th St (50 th & Ave Q)	4205 98 th St (98 th & Quaker Ave) Market Street

Texas Tech University

Student Recreation Center

(Universidad de Texas Tech)

(Centro de Recreación para Estudiantes)

Texas Tech Campus

(Campus de Texas Tech)

Hartford Ave & Main St

(Calles avenida Hartford y calle Main)

Dates: April 28th – May 6th

Fecha: 28 de abril – 6 de mayo

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

EXCEPT SUNDAY, May 4th, 1:00 P.M. – 6:00 P.M

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

Slaton ISD Administration Office

(Oficina de Administración de las Escuelas de Slaton)

140 E Panhandle *(140 calle Panhandle al Este)*

Slaton

Dates: April 28th – May 6th

Fecha: 28 de abril – 6 de mayo

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

EXCEPT SUNDAY, May 4th, 1:00 P.M. – 6:00 P.M

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

City of Lubbock, First Floor

(Oficina Municipal de la Ciudad de Lubbock)
1625 13th St (1625 calle 13)

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

Except for Tuesday's, April 29th & May 6th

Hours: 8:00 a.m. – 8:00 p.m. (*horas*)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Lubbock ISD Administration Office

(Oficina de Administración del Distrito Escolar
Independiente de Lubbock)
1628 19th St (1628 calle 19)

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 4:30 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

City of Abernathy

(Oficina Municipal de la Ciudad de Abernathy)
811 Avenue D (811 avenida D)
Abernathy

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

Except for Tuesday's, April 29th & May 6th

Hours: 8:00 a.m. – 8:00 p.m. (*horas*)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Idalou Clubhouse

(Centro Social de Idalou)
202 W 7th St (202 calle 7 al Oeste)
Idalou

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Shallowater Community Center

(Centro Social de Shallowater)
902 Avenue H (902 avenida H)
Shallowater

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Casey Administration Building

(Edificio de Administración Casey)
501 7th St (501 calle 7)
Wolfforth

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

**Lubbock-Cooper Performing Arts
Center (PAC)** (Centro de Artes Escénicas
de Lubbock-Cooper (PAC)
Woodrow Rd & Hwy 87
(Calle Woodrow y Carretera 87)

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Town of Ransom Canyon
(Oficina Municipal del Pueblo de Ransom Canyon)
24 Lee Kitchens Dr, Ransom Canyon
(24 calle Lee Kitchens Dr, Ransom Canyon)

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. (*horas*)
Except for Tuesday's, April 29th & May 6th
Hours: 8:00 a.m. – 8:00 p.m. (*horas*)
(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Roosevelt Clubhouse
(Centro Social Roosevelt)
1400 CR 3300

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 7:00 P.M. (*horas*)

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

TEMPORARY BRANCH EARLY VOTING LOCATIONS
(CENTROS ELECTORALES TEMPORARIAS PARA VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW:

(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas del Condado de Lubbock, del día 10 del mes de mayo, 2014, será conducida en los CENTROS ELECTORALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS COMO SIGUEN:)

April 28, 2014 (28 de abril, 2014)
MONDAY (lunes)

Emeritus at Elmbrook Estates
5301 66th St (5301 calle 66)
1:00 p.m. – 3:00 p.m.

Slaton High School
5105 N 20th St, Slaton (105 calle 20 al Norte, Slaton)
3:00 p.m. – 7:00 p.m.

North Ridge Elementary School (*Escuela Primaria North Ridge*)
6302 11th Pl (6302 calle 11 Place)
3:00 p.m. – 7:00 p.m.

Frenship High School (*Escuela Secundaria Frenship*)
902 N Dowden Rd, Wolfforth (902 Carretera Dowden al Norte, Wolfforth)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper High School (*Escuela Secundaria Lubbock-Cooper*)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 29, 2014 (29 de abril, 2014)
TUESDAY (martes)

New Deal ISD Administration Office (*Oficina de Administrativa del*
401 S Auburn St, New Deal (401 calle Auburn al Sur, New Deal)
9:00 a.m. – 4:00 p.m.

Ventura Place
3026 54th St (3026 calle 54)
2:00 p.m. -- 5:00 p.m.

Westwind Elementary School (*Escuela Primaria Westwind*)
6401 43rd St (6401 calle 43)
3:00 p.m. – 7:00 p.m.

Terra Vista Middle School (*Escuela Secundaria Menor Terra Vista*)
1111 Upland Ave (1111 avenida Upland)
3:00 p.m. – 7:00 p.m.

Laura Bush Middle School (*Escuela Secundaria Menor Laura Bush*)
3425 118th St (*3425 118th St*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper South Elementary School
(*Escuela Primaria Lubbock-Cooper South*)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 30, 2014 (*30 de abril, 2014*)
WEDNESDAY (*miércoles*)

Lubbock Community Services for the Deaf (LCSD)
2414 34th St (*2414 calle 34*)
10:00 a.m. -- 12:00 p.m.

Oak Ridge Elementary School (*Escuela Primaria Oak Ridge*)
6514 68th St (*6514 calle 68*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper Middle School
(*Escuela Secundaria Menor Lubbock-Cooper*)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

May 1, 2014 (*1 de mayo, 2014*)
Thursday (*jueves*)

Life/Run Center for Independent Living
(*Life/Run Centro para Vivir Independiente*)
8240 Boston Ave (*8240 avenida Boston*)
10:00 a.m. – 12:00 p.m.

Cathelene Thomas Elementary School (*Escuela Primaria Cathelene Thomas*)
615 W Lubbock St, Slaton (*615 calle Lubbock al Oeste, Slaton*)
3:00 p.m. – 7:00 p.m.

Crestview Elementary School (*Escuela Primaria Crestview*)
6020 81st St (*2010 calle 81*)
3:00 p.m. – 7:00 p.m.

Frenship Middle School (*Escuela Secundaria Menor Frenship*)
500 Main St, Wolfforth (*500 calle Main, Wolfforth*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper Central Elementary School
(*Escuela Primaria Lubbock-Cooper Central*)
4020 135th St (*4020 calle 35*)
3:00 p.m. – 7:00 p.m.

May 2, 2014 (*2 de mayo, 2014*)
FRIDAY (*viernes*)

Covenant Medical Center – Lakeside
Garden Room (Basement) (*Cuarto de Jardín – Sótano*)
4000 24th St (*4004 calle 24*)
8:00 a.m. – 8:00 p.m.

May 3, 2014 (*3 de mayo, 2014*)
SATURDAY (*sábado*)

Carillon Senior Living Campus
1717 Norfolk Ave (*1717 avenida Norfolk*)
10:00 a.m. -- 4:00 p.m.

May 5, 2014 (*5 de mayo, 2014*)
MONDAY (*lunes*)

University Medical Center (UMC)
602 Indiana Ave (*602 avenida Indiana*)
8:00 a.m. -- 8:00 p.m.

Slaton Junior High School (*Escuela Secundaria Menor Slaton*)
300 W Jean St, Slaton (*300 calle Jean al Oeste, Slaton*)
3:00 p.m. – 7:00 p.m.

Bennett Elementary School (*Escuela Primaria Bennett*)
101 Donald Preston Dr (*101 calle Donald Preston Dr*)
3:00 p.m. – 7:00 p.m.

Heritage Middle School (*Escuela Secundaria Menor Heritage*)
6110 73rd St (*6110 calle 73*)
3:00 p.m. – 7:00 p.m.

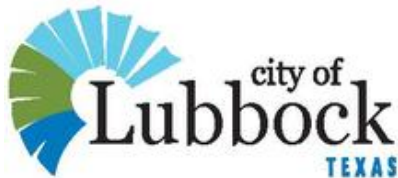
Lubbock-Cooper North Elementary School
(*Escuela Primaria Lubbock-Cooper North*)
3202 108th St (*3202 calle 108*)
3:00 p.m. – 7:00 p.m.

May 6, 2014 (*6 de mayo, 2014*)
TUESDAY (*martes*)

Covenant Medical Center – Lobby (*Vestíbulo*)
3615 19th St (*3615 calle 19*)
8:00 a.m. -- 8:00 p.m.

Willow Bend Elementary School (*Escuela Primaria Willow Bend*)
8816 13th St (*8816 calle 13*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper West Elementary School
(*Escuela Primaria Lubbock-Cooper West*)
10101 Fulton Ave (*10101 avenida Fulton*)
3:00 p.m. – 7:00 p.m.



Regular City Council Meeting

6. 1.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3222-A, a request of Ken Condray for a zoning change from T to C-3 on 1.81 acres of unplatted land out of Block AK, Section 39, 3418 Upland Avenue, and consider an ordinance.

Item Summary

General comments:

The request is to zone an area from T to C-3 for offices.

Adjacent land uses:

N - T (Transitional) Vacant Land and some Single Family homes.

E - IHC (Interstate Highway Commercial) Vacant Land

S - T (Transitional) Single Family Home and Railroad.

W - T (Transitional) Vacant Land.

Comprehensive Land Use Plan (CLUP):

The request would be consistent with the CLUP.

Zoning Policy:

To the north is the intersection of 34th Street and Upland Avenue. The intersections of two major thoroughfares are typically reserved for commercial developments. Due to the bisection of this quarter mile by the railroad, the area is peculiar and not optimal to develop residential between 34th Street and 50th Street along Upland. In the opinion of staff, we should attempt to mirror the commercial along the east of Upland Avenue.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following condition:

1. The screening fence shall be waived towards the adjacent undeveloped property to the west; should the property be developed as residential, a screening fence will be required at that time.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3222-A**; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT ON **1.81 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 39**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3222-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 T to C-3 zoning district on **1.81 acres of unplatted land out of Block AK, Section 39**, City of Lubbock, Lubbock County, Texas located at **3418 Upland Avenue**, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT screening fence shall be waived towards the adjacent undeveloped property to the west; however, should the property be developed as residential, a screening fence will be required at that time.**

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:



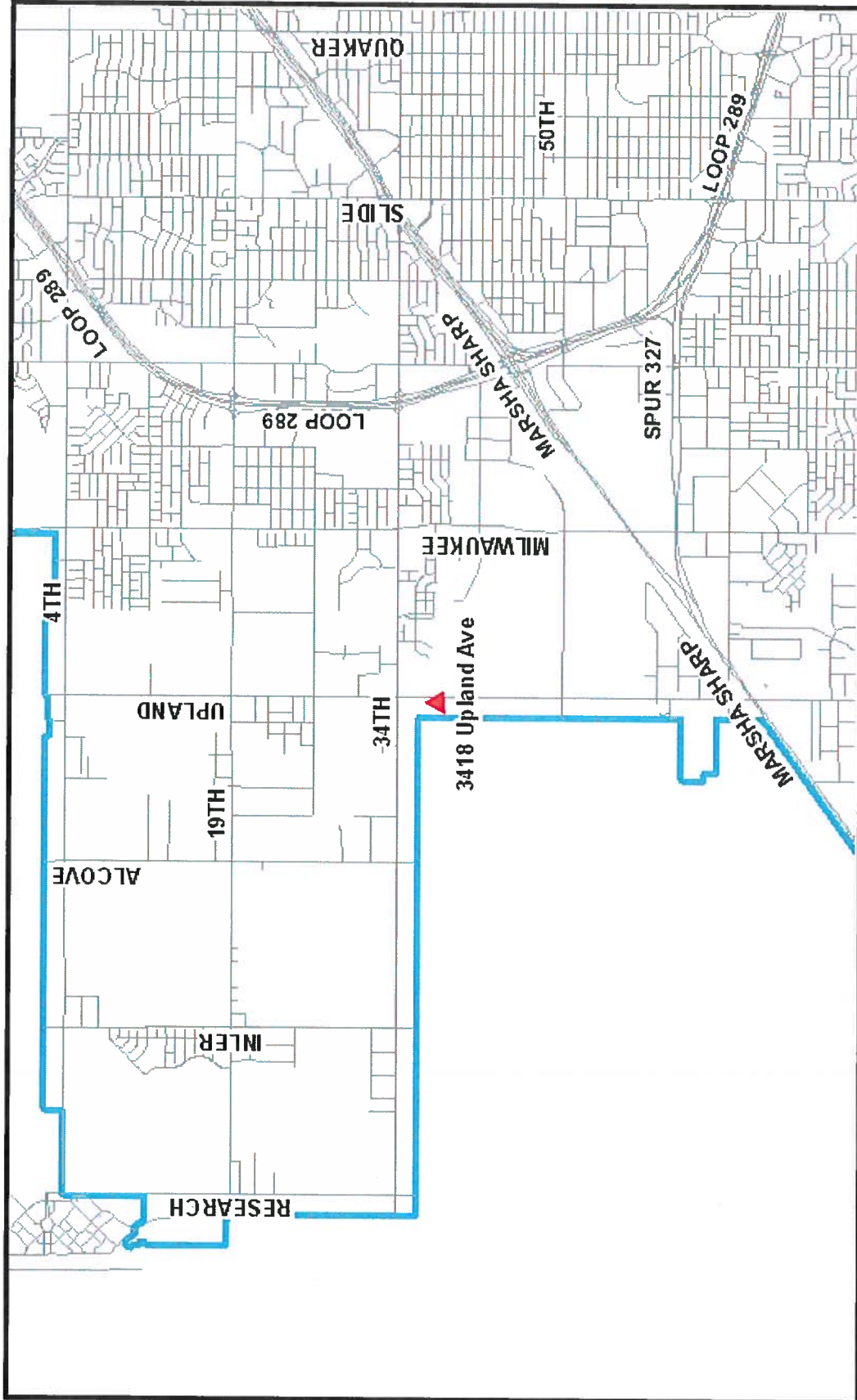
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

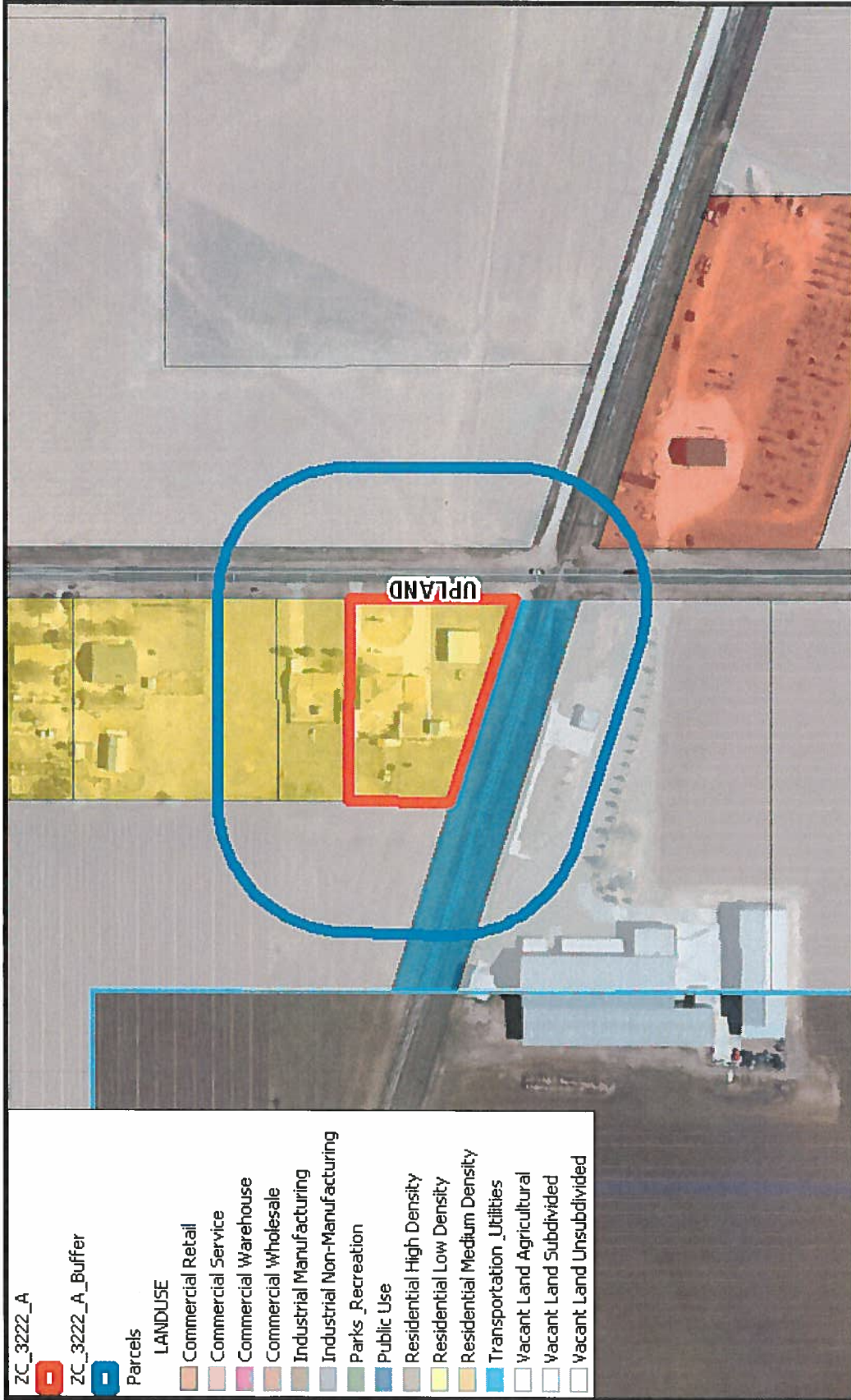


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3222-A
March 6, 2014

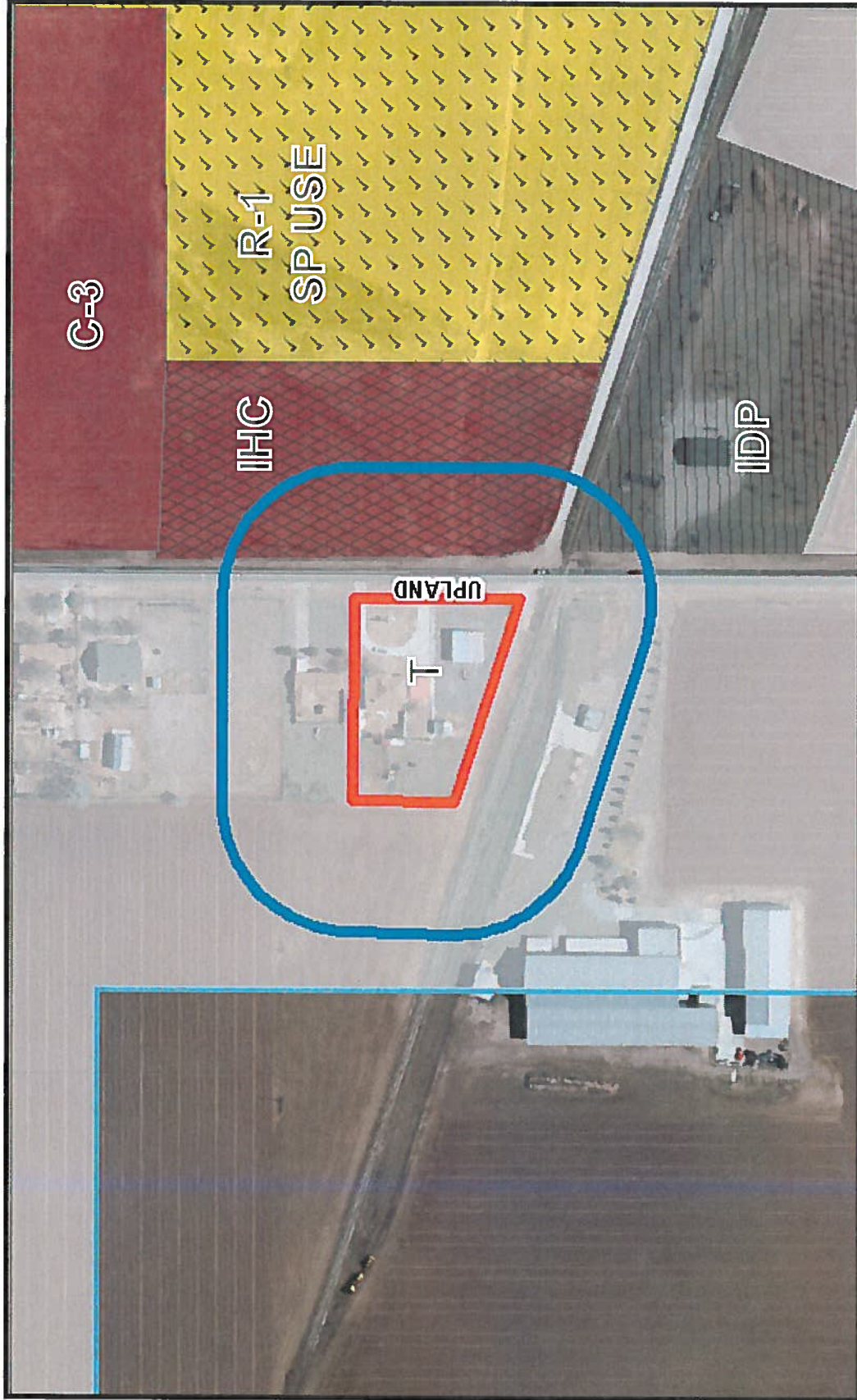


P.Z.C. Case 3222-A



P.Z.C. Case 3222-A

Request of Ken Condray for a zoning change from T to C-3, 3418 Upland Avenue



P.Z.C. Case 3222-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) KEN CONDRAY
8301 CR 6910
LUBBOCK TX 79407
(806) 441-1934

For SAME
Street/Post Office Box
City State Zip
Telephone

Location or Address: 3418 UPLAND AVENUE
Legal Description: BLK AK SEC 39 AB 228 TRABA
Existing Land Use: RESIDENTIAL/ELECTRICAL SHOP Existing Zoning: T
Acreage or Square Footage of Property: 1.81 ACRES
Zoning Requested: C3

Proposed Development: OFFICES

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]

Applicant's Signature [Signature]

Date

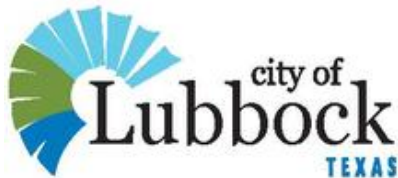
Filing Fee: \$478.00 pd OK 5/4/04
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*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: 75007 map 45

Zone Case No.: 3222-A Agenda No.:
Request for zoning change from: T To: C-3

1.81 acres of unplatted land out of Block AK section 39
on Lot(s): Block(s):
Subdivision: Address: 3418 Upland Ave



Regular City Council Meeting

6. 2.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 2508-N, a request of Tigris Development, LLC for a zoning change from T to R-2 on 4.294 acres of unplatted land out of Block E-2, Section 20, west of University Avenue and south of 110th Street, and consider an ordinance.

Item Summary

General comments:

The request is to zone an area from T to R-2 for duplexes.

Adjacent land uses:

N – R-1 Specific Use (Reduced setbacks)

E – T (Transitional) Vacant Land

S – R-2 Two-family dwellings (Vacant)

W– R-1 Specific Use (Reduced setbacks)

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The intent of this area is to continue the R-2 zoning adjacent to the south. The end result will be a continuous area of R-2 zoning serving as a buffer between the A-1 to the south and the R-1 to the north. R-2 zoning is considered another form of low to medium density residential and is treated very similar to R-1 zoning.

Effect on the adjacent street and thoroughfare system:

None. Although R-2 permits 2 units on one property, there will be enough parking for the two units on the parcel. Meeting all the guidelines of the zoning ordinance will prevent any issues on the thoroughfare system.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 2508-N

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2508-N**; A ZONING CHANGE FROM T TO R-2 ZONING DISTRICT ON **4.294 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 20**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2508-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 T to R-2 zoning district on **4.294 acres of unplatted land out of Block E-2, Section 20**, City of Lubbock, Lubbock County, Texas, located at **west of University Avenue and south of 110th 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:



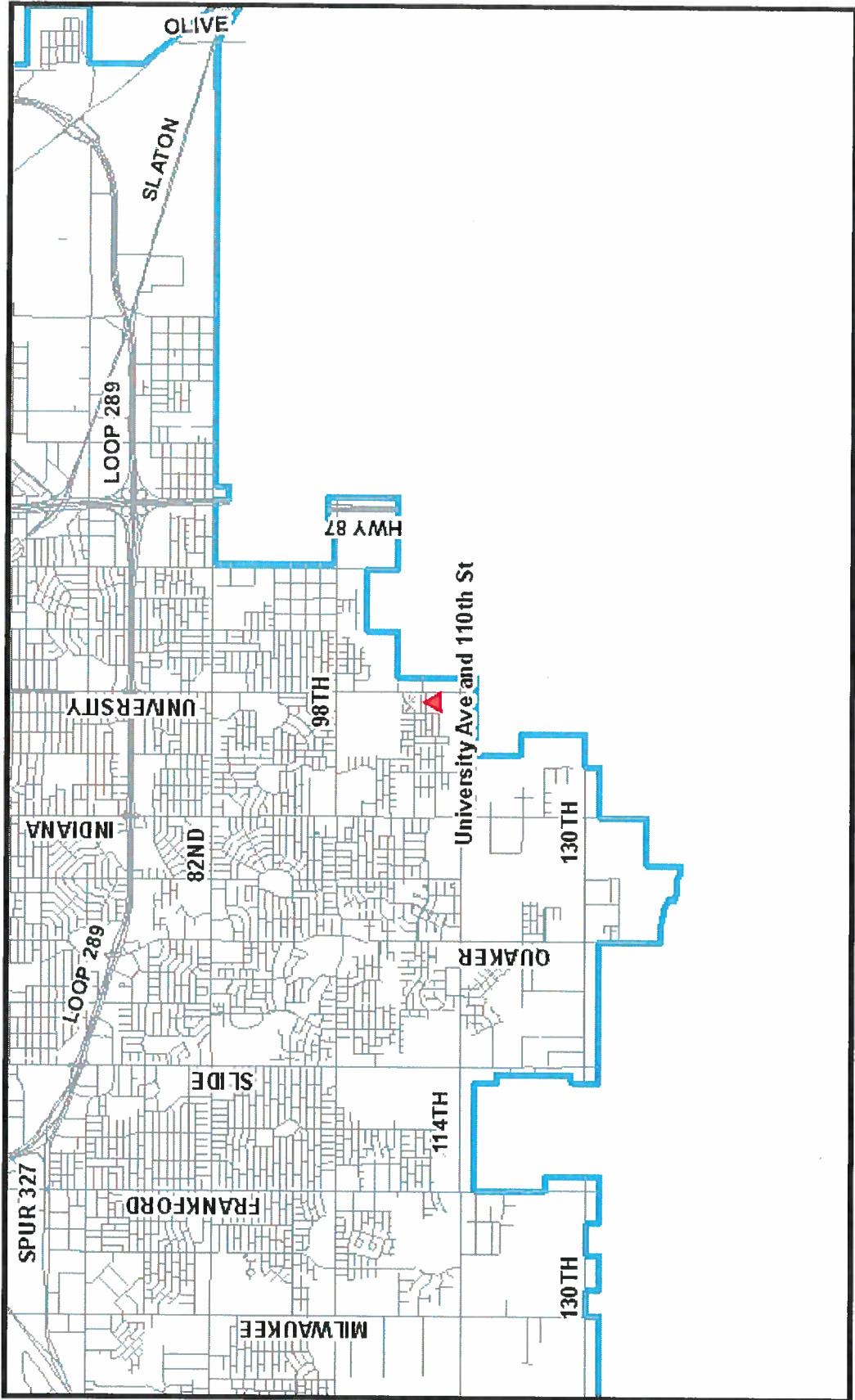
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

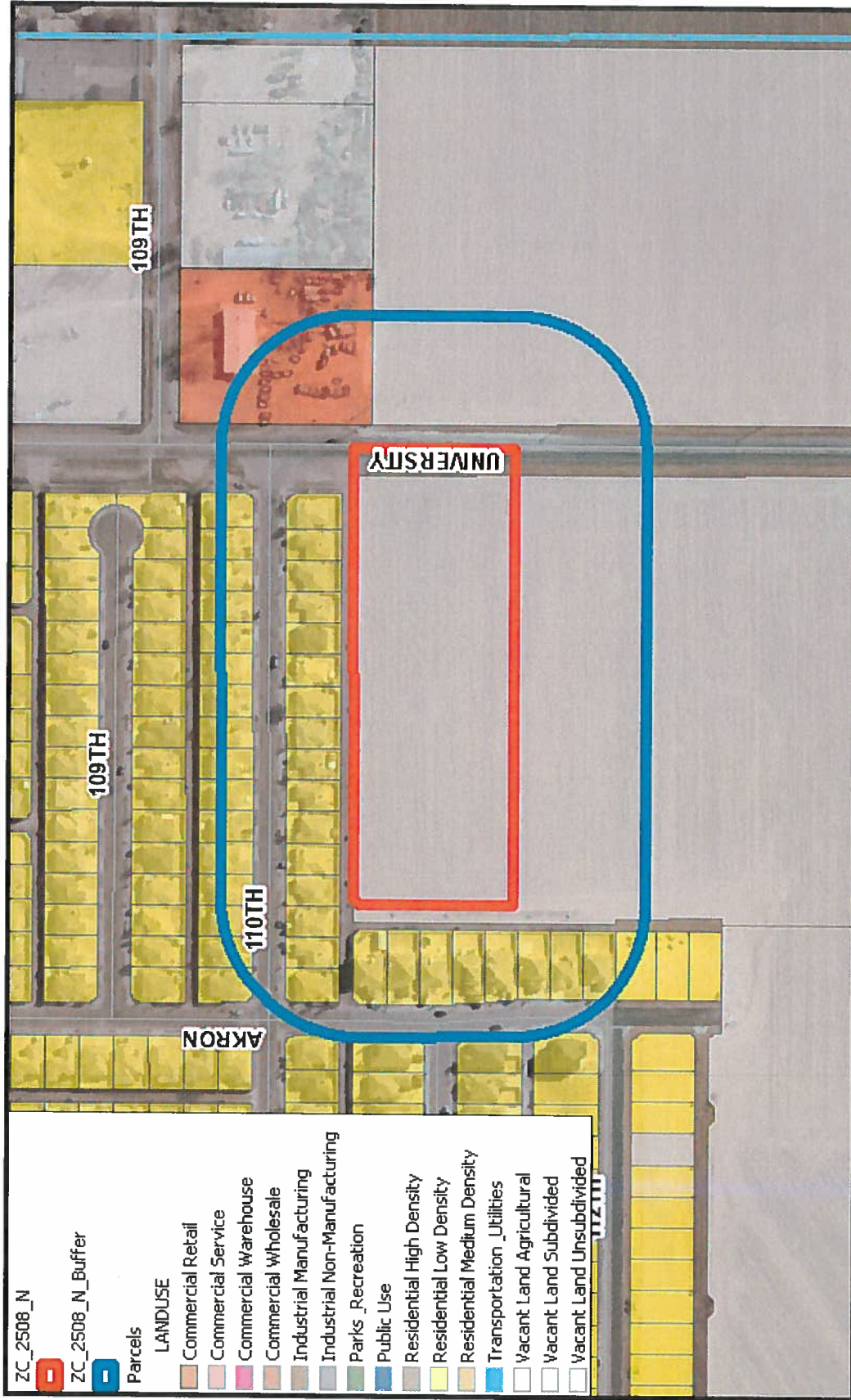


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2508-N
March 5, 2014

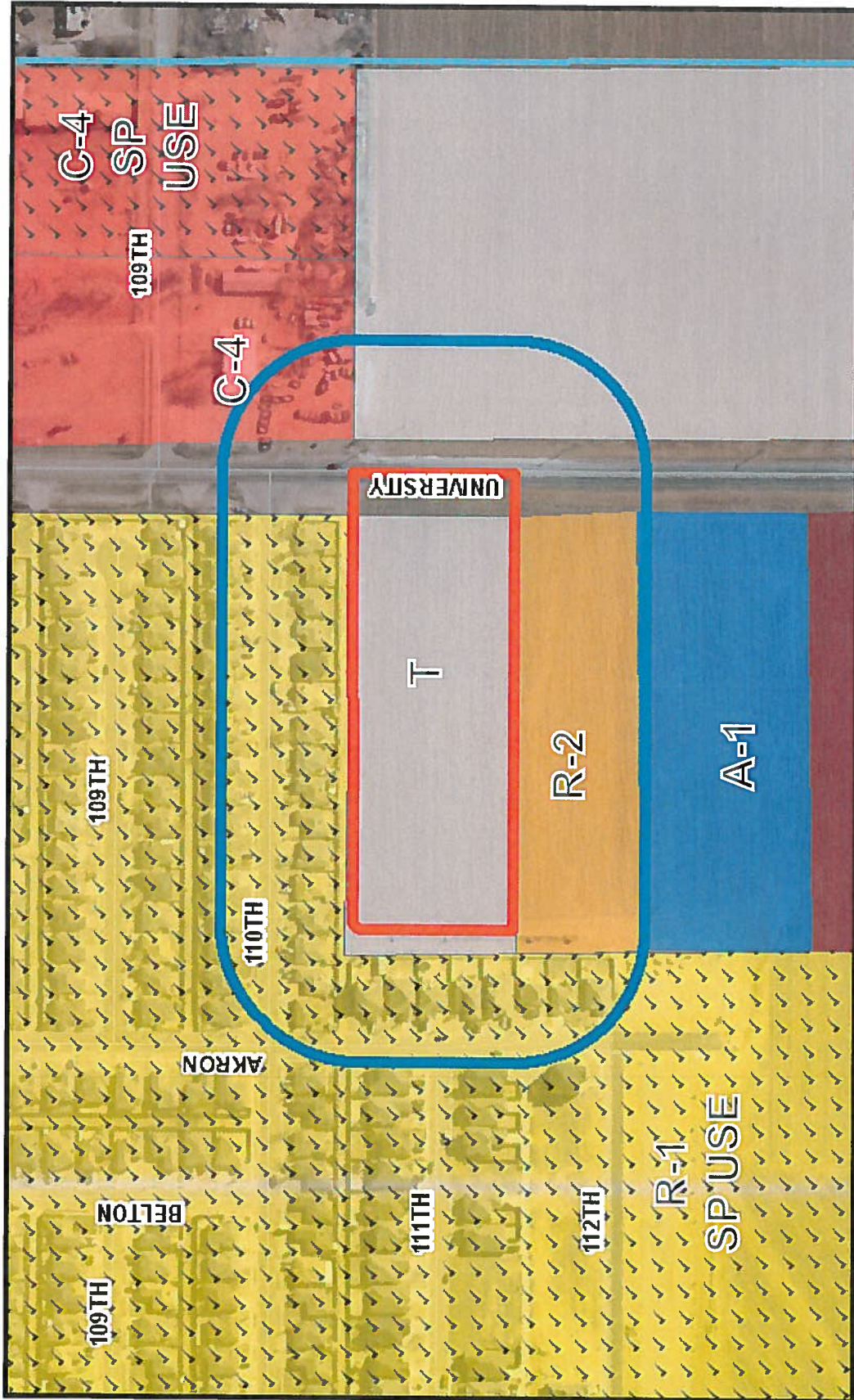


P.Z.C. Case 2508-N



P.Z.C. Case 2508-N

Request of Tigris Development, LLC for a zoning change from T to R-2, west of University Avenue and south of 110th Street



P.Z.C. Case 2508-N Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Tigris Development, LLC
5215 79th STREET
Lubbock TX 79424
(806) 687-8888

For // // //
// // //
// // //
// // //

Location or Address: SEE Exhibits "A" & "B"
Legal Description: * SEE Exhibits "A" & "B"
Existing Land Use: Transition Existing Zoning:
Acreage or Square Footage of Property: 4.294
Zoning Requested: R-2

Proposed Development: Consistent with R-2

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature [Signature] Date 1-21-14

Filing Fee: \$478.00
(\$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.

CH: 1225 For City Use Only M+B MAP 40
REC: 18026
Zone Case No.: 2508-N Agenda No.: 1
Request for zoning change from: T To: R-2

4.294 acres of unplatted land out of Block E2 Section 20
on Lot(s): Block(s):
Subdivision: Address: West of University Ave + north of 14th St

EXHIBIT "A"

Location Address:

A portion of the Property that the Lubbock Central Appraisal District identifies under R86980 and denotes a situs address of "Lubbock 79424". Notwithstanding the foregoing, it is believed the Property does not technically have a legal address assigned as the Property has not been duly platted.

Legal Description:

Metes and Bounds Description prepared for Zone Change Purposes Only on a 4.294 acre tract out of Section 20 Block E-2, Lubbock County Texas further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 20, which bears N 01° 47' 36" E, 930 feet from the Southeast corner of Section 20, Block E-2;

THENCE N 88°11'46" W, 726.96 feet;

THENCE N 01°43'59" E, 246.81 feet;

THENCE N 46°43'46" E, 14.15 feet;

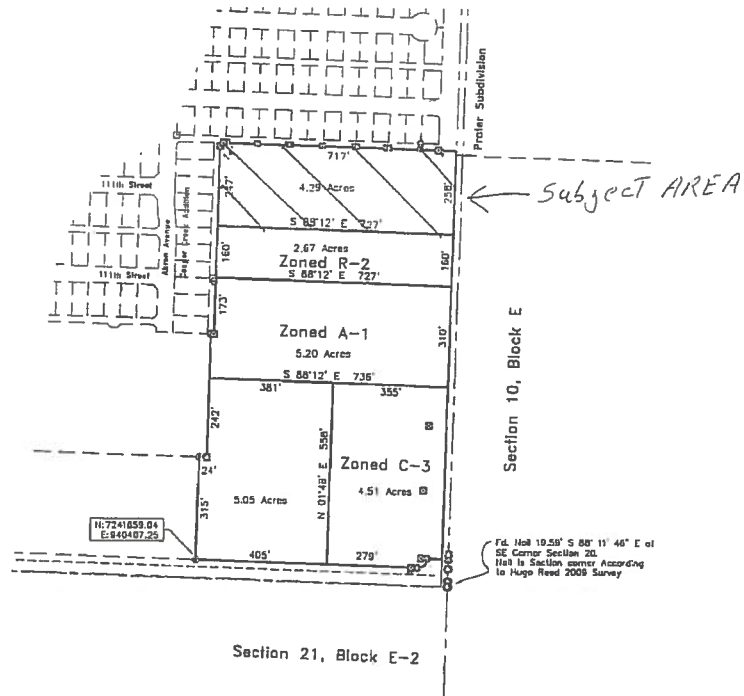
THENCE S 88°16'26" E, 717.23 feet;

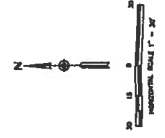
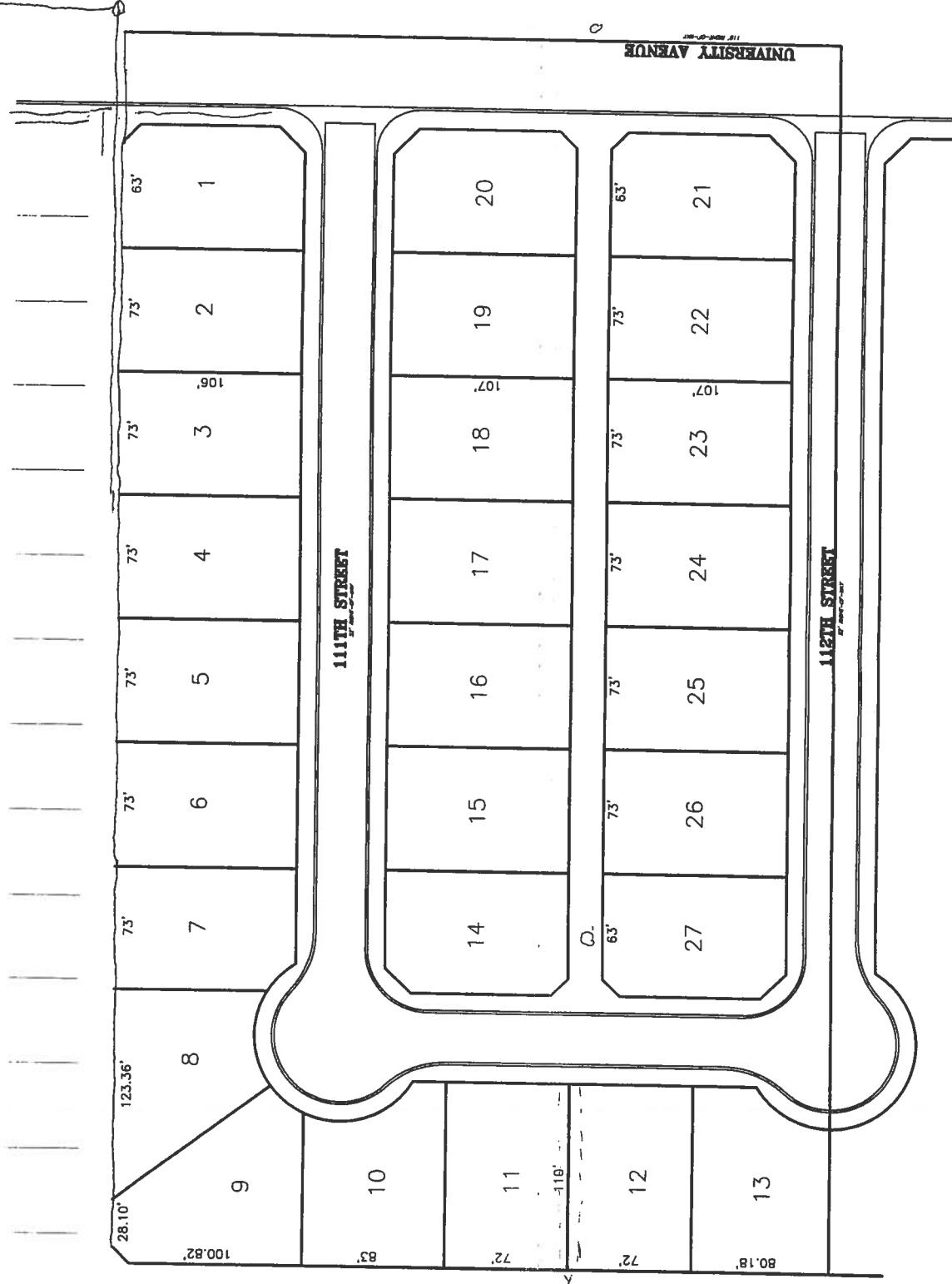
THENCE S 01°47'36" W, 257.61 feet to the PLACE of BEGINNING containing 4.294 Acres.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY.

EXHIBIT "B"

745-7642





City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

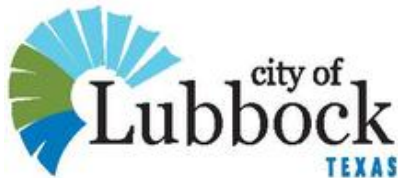
Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2508-N

In Favor of
Opposed

Reasons and/or Comments: *The devaluation of the surrounding residential homes! I've worked hard to earn my home, and do not wish for property values to go down due to ~~an~~ Section 8 Apt Complex!*

RECEIVED
FEB 27 REC'D
PLANNING DEPARTMENT

Print Name Gregory D. Flores
Signature: Gregory D. Flores
Address: 11005 AKRON
Address of Property Owned: 11005 AKRON
Lubbock TX 79423



Regular City Council Meeting

6. 3.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3225, a request of Jack Galland for a zoning change from R-1 to Garden Office (GO) on Lot 9, Block 26, Modern Manors Addition, 4801 Elgin Avenue, and consider an ordinance.

Item Summary

General comments:

The request is to change the zoning from R-1 to GO. The existing house will be converted into a small office building.

Adjacent land uses:

To the south is an existing real estate office, zoned C-3 and south of is a recently expanded car wash. Across the street and alley to the north, west, and east is single family residential property.

Comprehensive Land Use Plan (CLUP):

The request is a minor change to the CLUP, and such a change would be included within a motion to approve.

Zoning Policy:

The GO standards are set forth in a manor to allow GO as a compatible buffer near single family residential neighborhoods. The development standards encourage GO construction to mimic residential construction to help compatibility with the neighborhoods.

Effect on the adjacent street and thoroughfare system:

There will be little to no impact on the thoroughfare system with this property being a block off 50th Street.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following conditions:

1. The development of the office building shall meet the GO parking requirements.
2. There shall be one curb cut allowed (vehicle access) from 48th Street.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

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. 3225**; A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON **LOT 9, BLOCK 26, MODERN MANORS ADDITION, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this 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. 3225

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 **GO** zoning district on **Lot 9, Block 26, Modern Manors Addition, City of Lubbock, Lubbock County, Texas**

located at **4801 Elgin Avenue**, subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the development of the office building shall meet the GO parking requirements.**
- 2. THAT there shall be one curb cut allowed (vehicular access) from 48th 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:



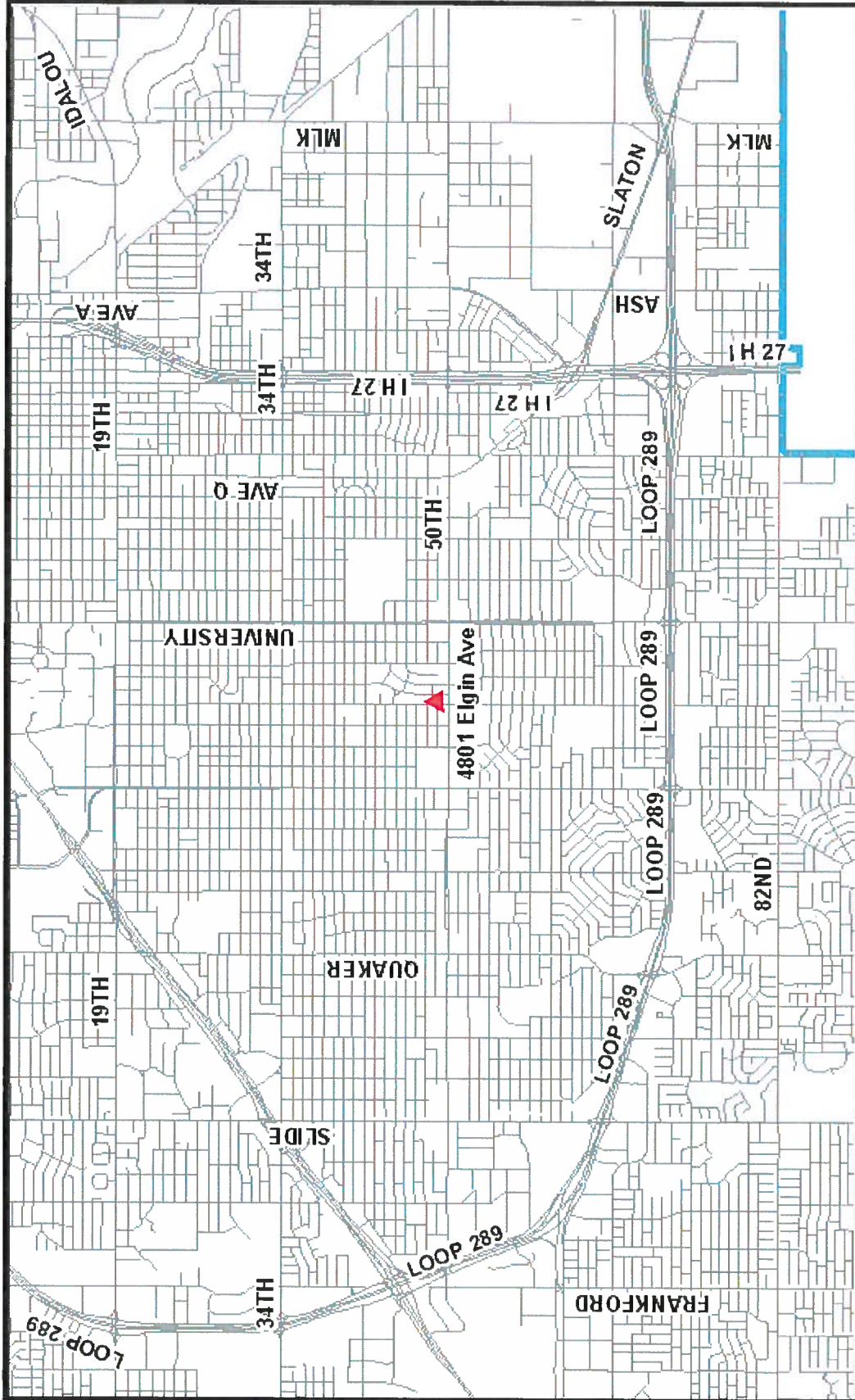
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

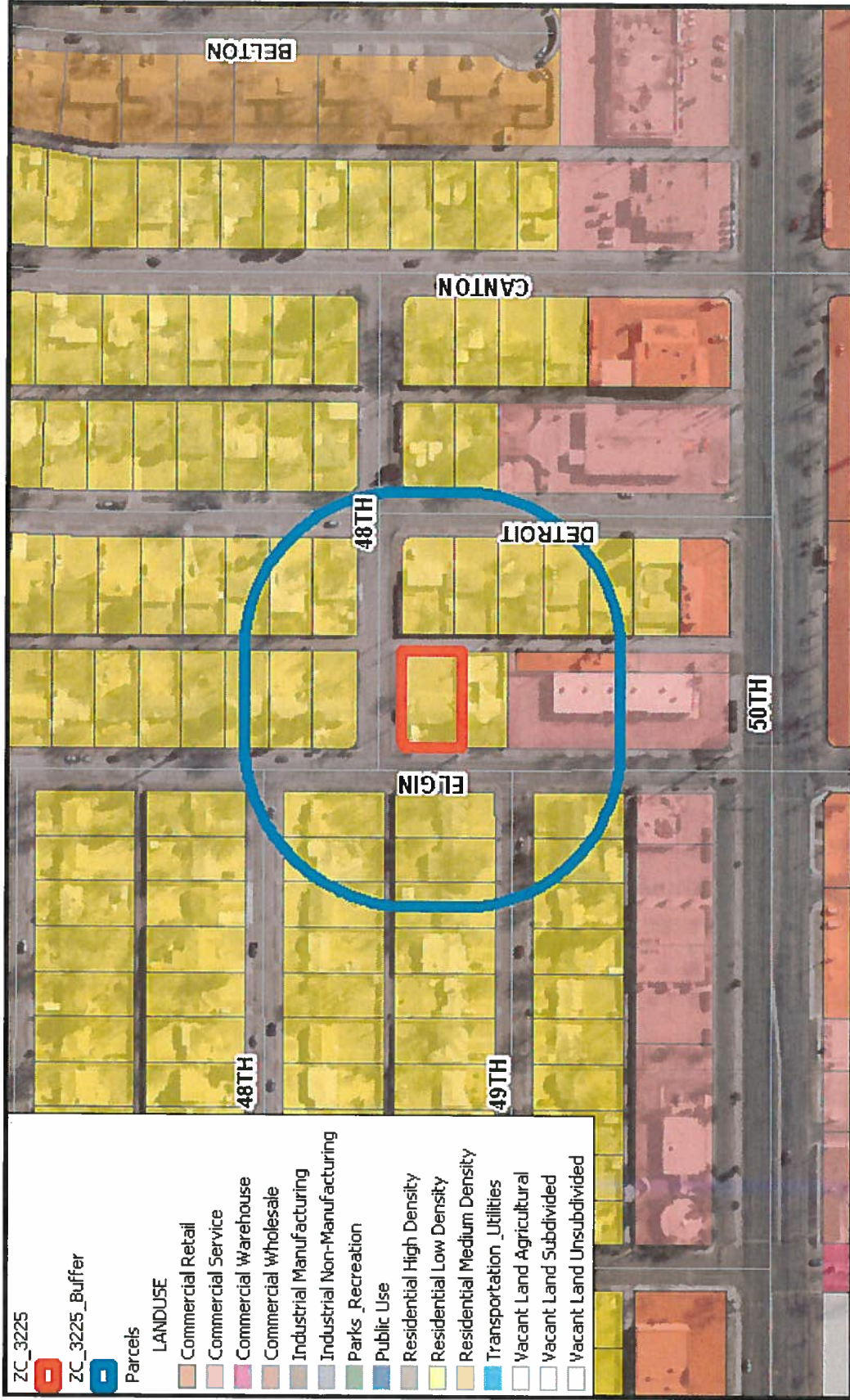


Chad Weaver
Assistant City Attorney

yw/CityAtt/Chad/Zones/ZC3225
March 6, 2014

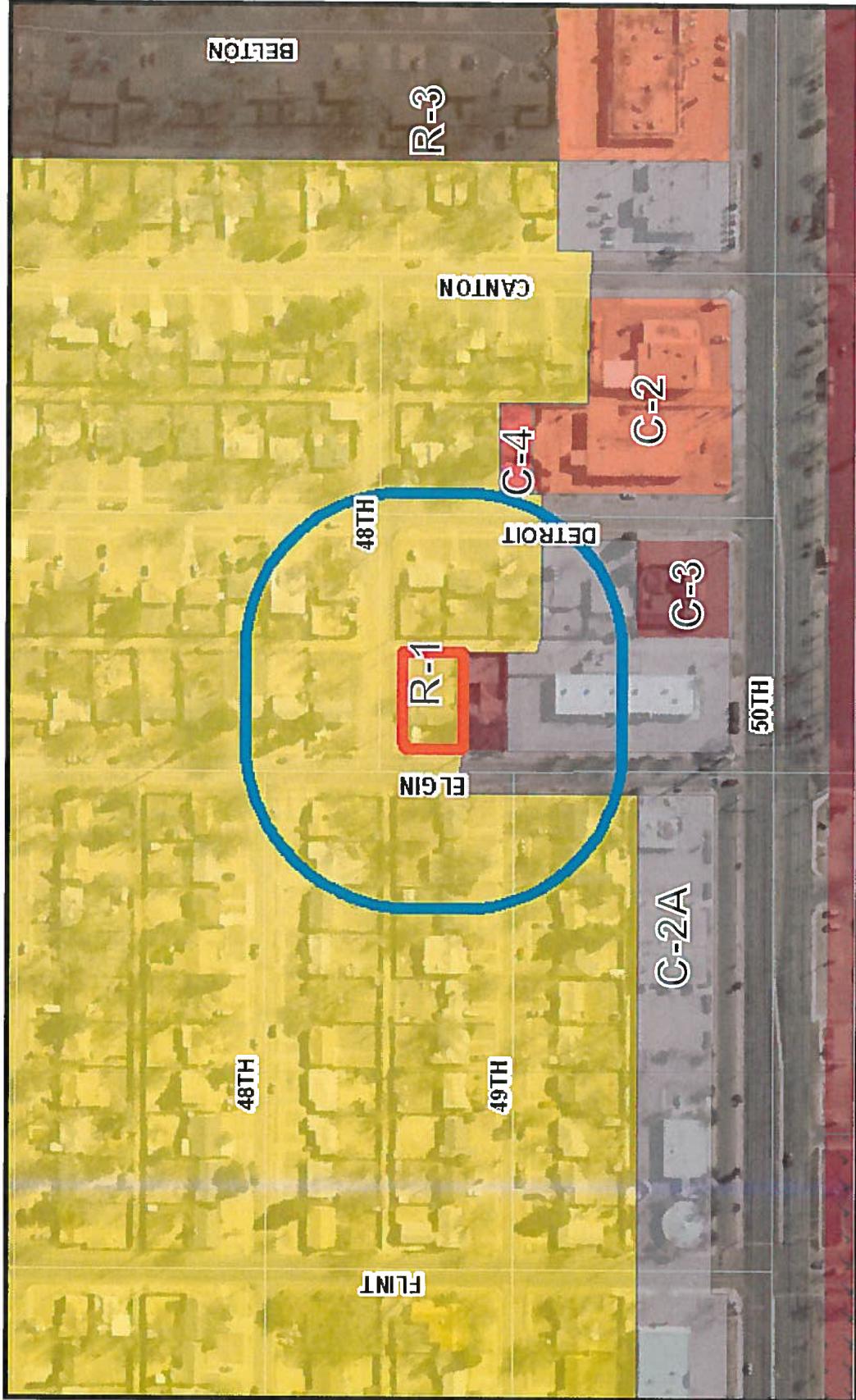


P.Z.C. Case 3225



P.Z.C. Case 3225

Request of Jack Galland for a zoning change from R-1 to GO, 4801 Elgin Avenue



P.Z.C. Case 3225 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Jack Galland
7004 Santa Fe Dr.
Lubbock TX 79407
(806) 771-4131

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 4801 Elgin Ave Lubbock TX 79413
Legal Description: Lot 9 Block 26 Modern Manors Rd. Lubbock Lubbock
Existing Land Use: Residential Existing Zoning: R1
Acreage or Square Footage of Property: 8400 sq ft
Zoning Requested: Garden office

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes No X
Applicant's Signature Date 1-27-14

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Receipt 18034 CK# 1155 For City Use Only PIN 36814 map 6
Zone Case No.: 2187A 3225 Agenda No.: 2
Request for zoning change from: R-1 To: CO

on Lot(s): 9 Block(s): 26
Subdivision: modern manors Address: 4801 Elgin Ave



FirstMark Realtors has owned 4803 Elgin Ave since 2002. The property was a residential rental until 2007. When FirstMark needed a new office, I proposed to the Planning & Zoning to change the status to a garden office. It has been wonderful. We are close enough to 50th Street for easy access and have several businesses around us. Since our opening, the car wash around the corner has been remodeled as well as several of the homes in the area.

Jack & Rhonda Galland are interested in purchasing 4801 Elgin to create a small garden office. FirstMark has been property managers for the Gallands for the last 2 years and welcome the plan to have a new office & the Gallands to the neighborhood.

In our packet there are printouts of the current location in overhead view and as well as other pictures. Some of the updates that Jack plans on include: a new fence, additional parking, outside color change & of course the necessary changes required by the City of Lubbock.

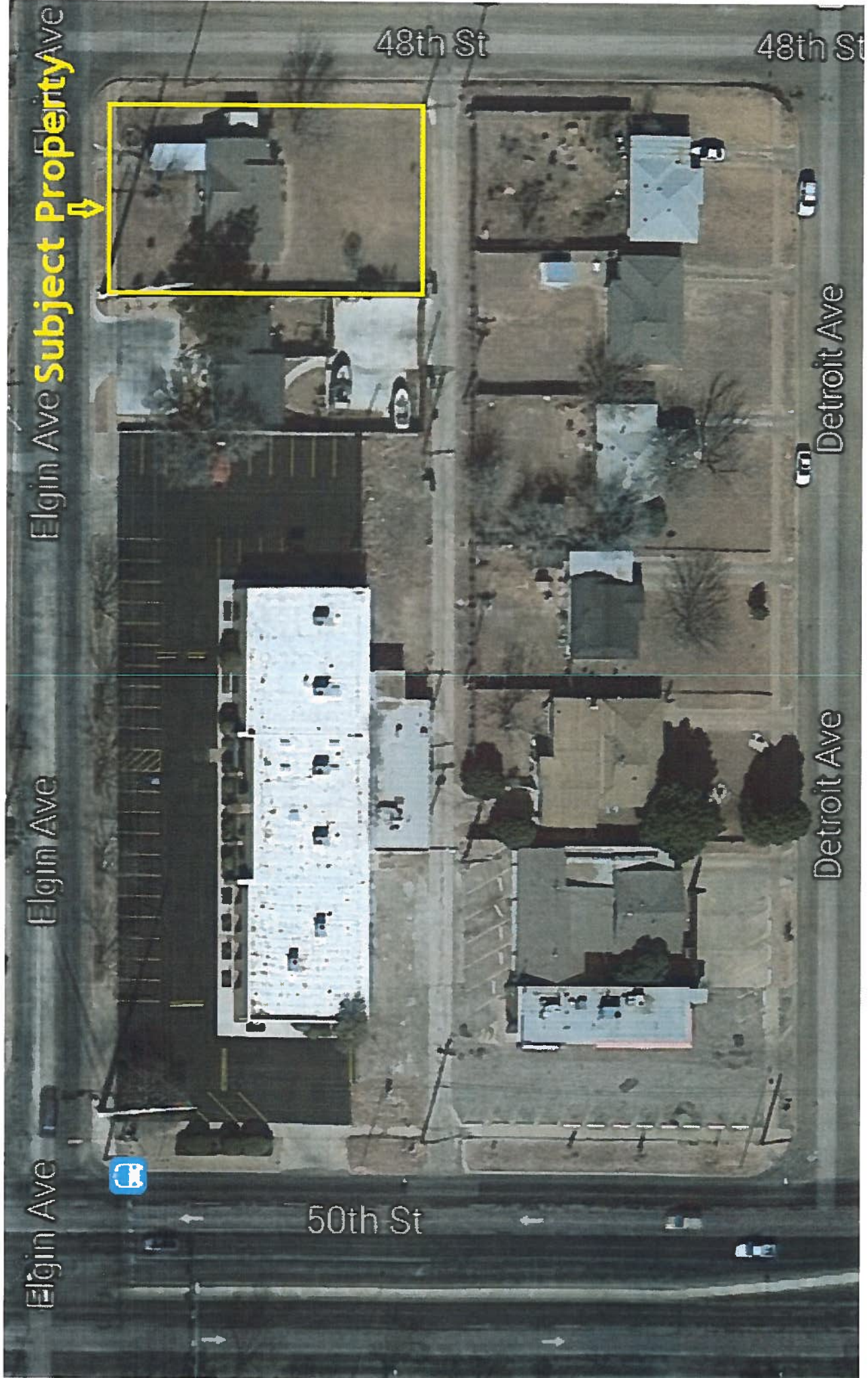
We want to thank the staff & members of the Planning & Zoning for the time that has been spent helping us in this endeavor.

Celeste Patterson, Broker
4803 Elgin Ave
Lubbock, TX 79413
CelestePatterson@firstmarkrealtors.com

Toll Free: 800.342.2671
Office: 806.793.8759
Cell: 806.789.0477
Fax: 806.793.8799

Jack & Rhonda Galland

- Have been married for 29 years
- Have three children: Shelby, Colby & Brady
 - All have attended or graduated from Frenship ISD
Brady currently on his Senior year
- Moved to Lubbock in October 1993
 - When people starting telling me...you will either love it or hate it...we must love it because we are still here and have no desire to live anywhere else
- Jack has been in the Employee Benefit part of the Insurance industry since 1983. He opened his own agency, Galland Insurance Services LLC in 2008, currently managing over 70 Employee Health and Benefit Plans in Lubbock
- To supplement any lost income with the event of OBAMA Care, Jack started buying residential rental properties. Currently, Galland Investment Group LLC owns 30 rental properties. With the intent to grow larger in the coming years
- Now owning two businesses in Lubbock, it's time to become an office owner not a renter. And converting an older home to an office has always been a GOAL for Jack



Elgin Ave Subject Property

48th St

48th St

Elgin Ave

Detroit Ave

Detroit Ave

50th St



Entrance



West Elevation - As viewed from Elgin Ave.



48th St. - Rear Parking Entrance

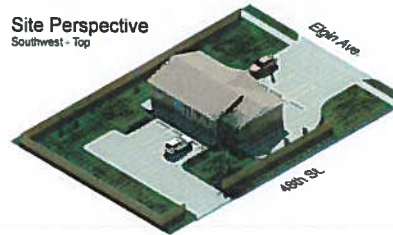


Front Parking

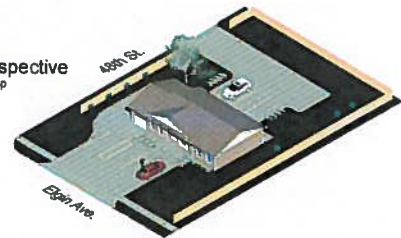


Rear Parking

Site Perspective
Southwest - Top

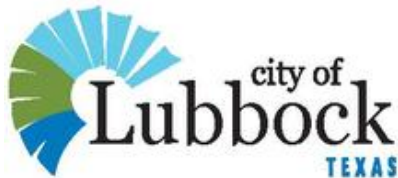


Site Perspective
Northeast - Top



West Elevation - 4801 Elgin Ave.





Regular City Council Meeting

6. 4.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 2416-B, a request of The Francis Law Firm, P.C., for Capital Telecom Acquisition, LLC, for a zoning change from C-3 to C-3 Specific Use for a telecommunications tower on a portion of Tract B-2-A, Heald Addition, 5217 82nd Street, and consider an ordinance.

Item Summary

General comments:

Request for a zoning change from C-3 to C-3 Specific Use for a 120 feet monopole telecommunications tower.

Adjacent land uses:

N - (C-3) Gas Station, Retail, Professional Offices.

S - (R-2 Specific Use), Townhomes.

E - (C-3 Specific Use), Gas Station, Shopping Center, Playa Lake.

W - (A-2), Church.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission (P&Z). It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. The department is currently working on a comprehensive map to locate all existing towers to ensure we are not overpopulating an area.

Effect on the adjacent street and thoroughfare system:

The tower will be designed so it will not be visually obstructive to traffic in the vicinity.

Recommendations:

On March 6, 2014, the P&Z recommended the request with a vote of 5-0, with the following condition:

1. Tied to the proposed elevation and site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2416-B**; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR A 120 FOOT MONOPOLE TELECOMMUNICATIONS TOWER, ON A PORTION OF TRACT B-2-A, HEALD 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. 2416-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-3 to C-3 Specific Use for a **120 foot monopole telecommunications tower on a portion of Tract B-2-A, Heald Addition**, City of Lubbock, Lubbock County, Texas, located at **5217 82nd Street**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be tied to the proposed elevation and site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5217 82nd Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



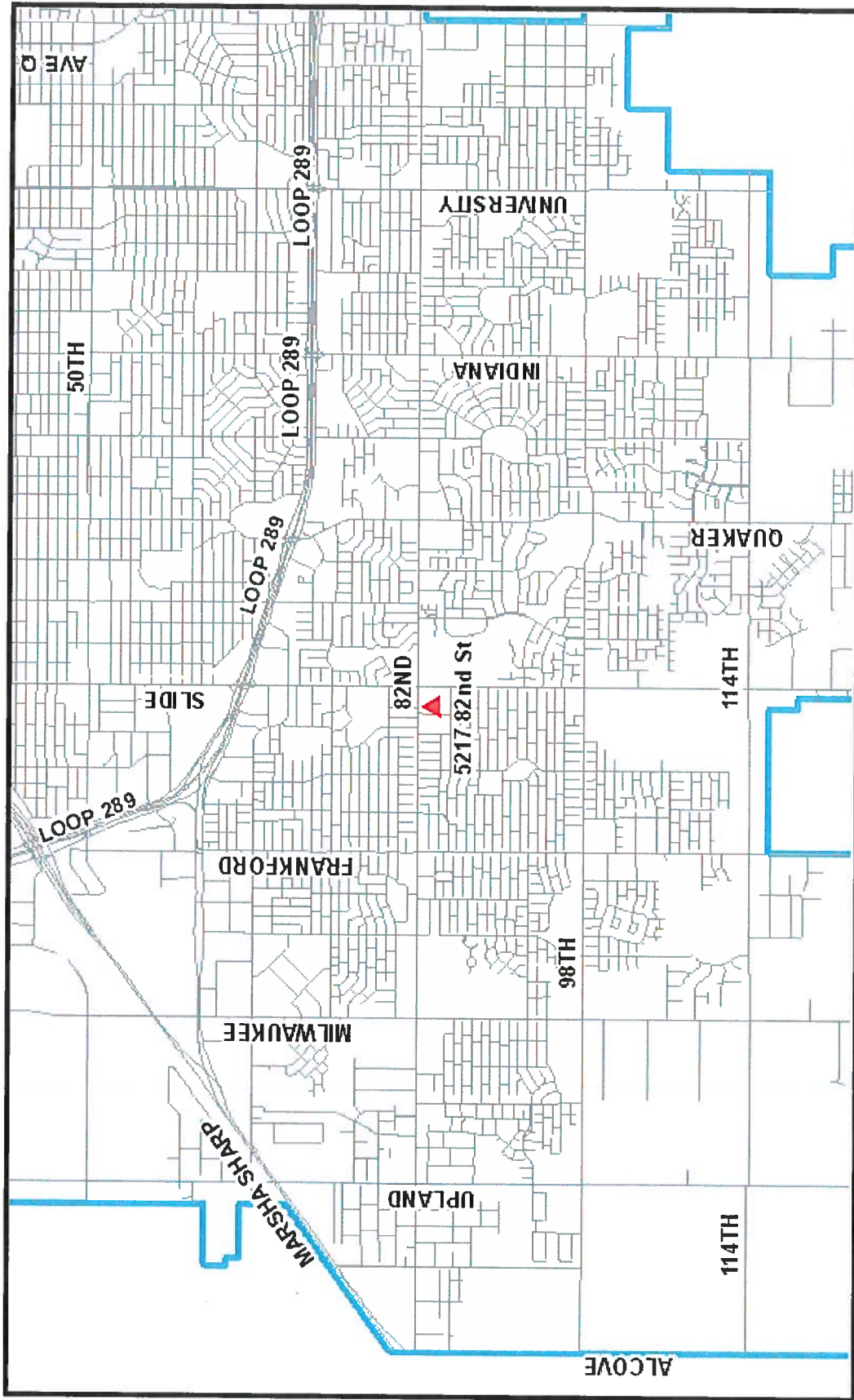
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

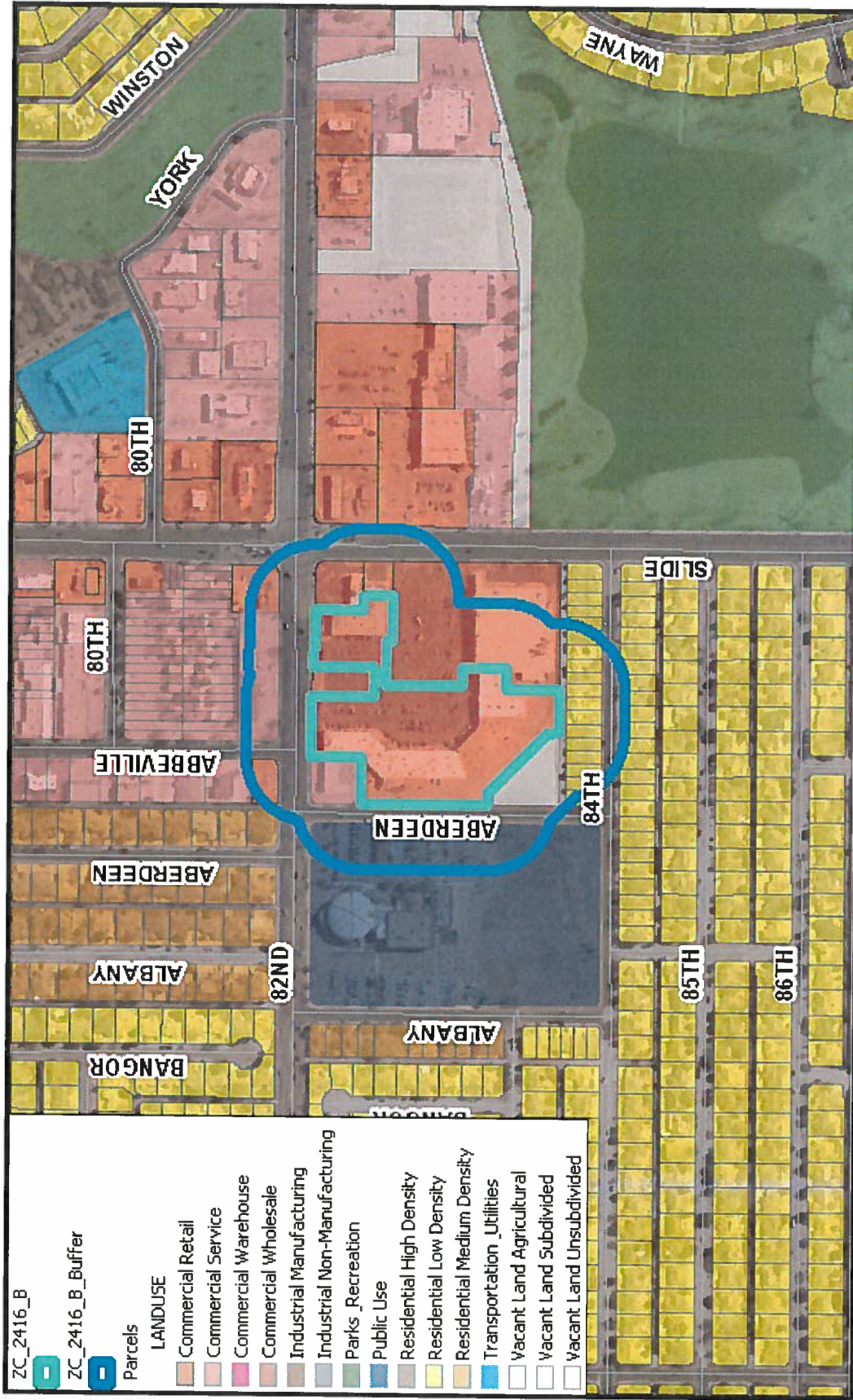


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2416-B
March 6, 2014

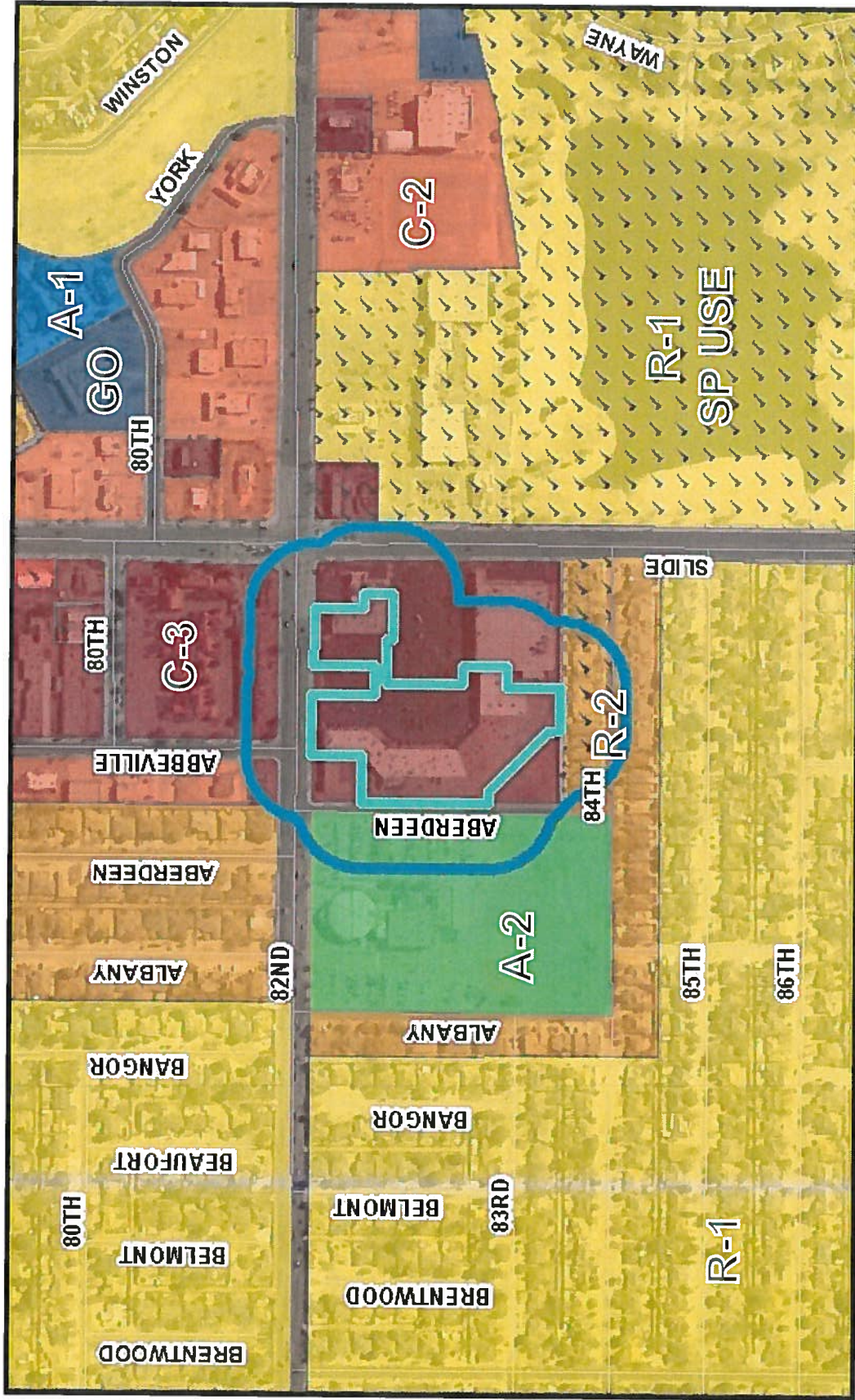


P.Z.C. Case 2416-B



P.Z.C. Case 2416-B

Request of The Francis Law Firm, P.C. (for Capital Telecom Acquisition, LLC) for a zoning change from C-3 to C-3 Specific Use for a telecommunications tower, 5217 82nd Street



P.Z.C. Case 2416-B Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) The Francis Law Firm, P.C.
112 E. Pecan St., Suite 550
Street/Post Office Box
San Antonio, Texas 78205
City State Zip
(210) 222-1100
Telephone

For Capital Telecom Acquisition, LLC
1500 Mt. Kemble, Suite 203
Street/Post Office Box
Morristown, NJ 07960
City State Zip
(973) 425-0606
Telephone

Location or Address: 5217 82nd Street

Legal Description:* See attached Survey

Existing Land Use: Commercial Existing Zoning: C-3

Acreage or Square Footage of Property: 2,475 square feet

Zoning Requested: Specific Use Permit to construct 120 foot telecommunications tower

Proposed Development: Construction and operation of a 120 foot telecommunications tower

If property is not subdivided, will preliminary plat be submitted? Yes No X

The Francis Law Firm, P.C.

Applicant's Signature By: W. Bebb Francis, III [Signature]

Date January 31, 2014


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.

CH: 4563 REC: 18036 For City Use Only PIN: 22433 map 21
Zone Case No.: 2418-B Agenda No.: 3
Request for zoning change from: C-3 To: C-3 SP. USE

on Lot(s): Tract B-2-A Block(s):
Subdivision: Heald Address: 5217 82nd St

The information contained in this set of documents is proprietary by nature. Any use or disclosure other than that which relates to the client name is strictly prohibited.



Land Surveying
 Christian A. Clausen
 P.L.S. - Owner
 christian@casurvey.com
 3121 Leavelle Blvd. #110
 Lubbock, Texas 79413
 Tel: (817) 351-3117

The information contained in this set of documents is proprietary by nature. Any use or disclosure other than that which relates to the client name is strictly prohibited.

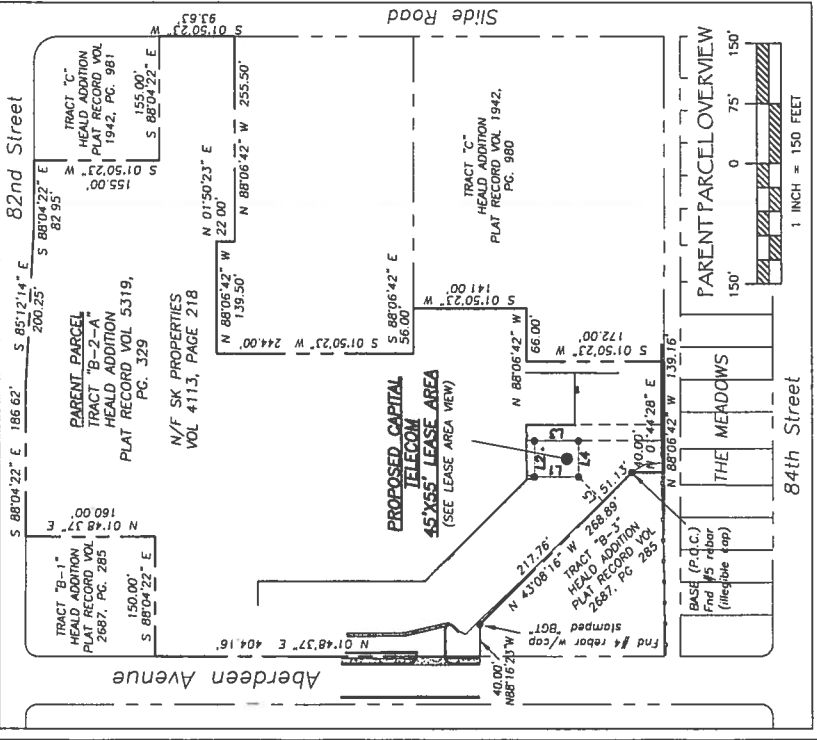
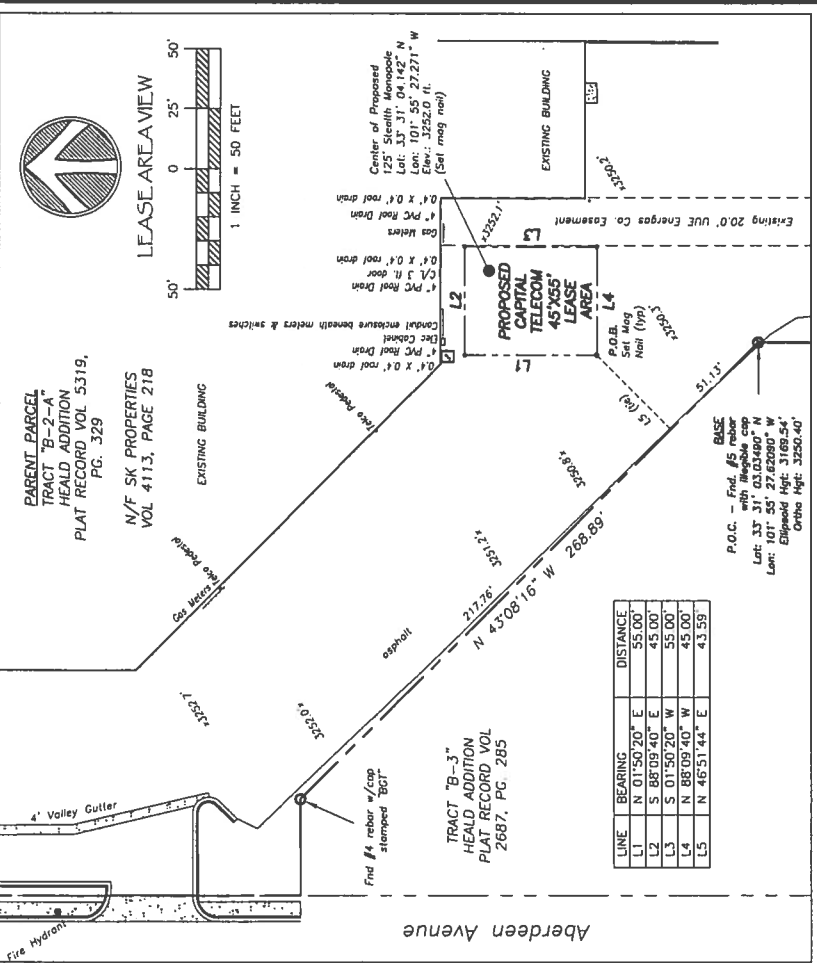


ISSUED FOR:	DATE
REVIEW	07-04-2013
ADDRESS CLIENT COMMENTS	01-17-2014
TITLE REVIEW / FINAL	01-20-2014
RELEASE EASEMENT	01-28-2014

SITE NAME:
 LUBBOCK CT1312
 SITE ADDRESS:
 5217 82nd St
 LUBBOCK, TX 79424-2827

SHEET TITLE
 SURVEY SHEET

SHEET NUMBER
 SUR-1



GENERAL NOTES

- REFERENCE WAS MADE TO A TITLE REPORT BY CW SOLUTIONS, EFFECTIVE DATE 6-11-2013, SITE ADDRESS 52147 82nd STREET, LUBBOCK, TX. NO EASEMENTS CALLED OUT IN SAID TITLE REPORT APPEAR TO ADVERSELY AFFECT THE PROPOSED LEASE AREA.
- CONTRACTOR BEARS FULL RESPONSIBILITY TO PROPERLY LOCATE UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
- LESSEE BEARS FULL RESPONSIBILITY IN VERIFYING OWNERSHIP OF ANY PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE PROPOSED SUBJECT LEASE AREA OR ANY PROPOSED EASEMENTS.
- BASES OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), NORTH CENTRAL ZONE (4304). DISTANCES ARE GRID.
- PROPOSED TOWER CENTER MARKS COORDINATE REPORT (1A):
 LAT: 33°10'41.427"N
 LONG: 101°55'27.271"W
 GROUND ELEV: 3,252'
 CURRENT SITE ZONING NOT VERIFIED BY THIS SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION PRESENTED HEREON IS TRUE AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF; THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. (FIELD NO. 10-10-2013) (10-10-2013)
 CHRISTIAN A. CLAUSEN, P.L.S. (TX 5511-AM 18487-AZ 36821)

SURVEYOR'S DESCRIPTIONS

PROPOSED CAPITAL TELECOM 45'X55' LEASE AREA
 The following is the description of a proposed telecommunications lease area ("PROPOSED LEASE AREA") within TRACT "B-2-A", HEAD ADDITION (PLAT RECORD VOLUME 5319, PAGE 329, LUBBOCK COUNTY RECORDS); lying within and being a portion of that parcel of land described in the Special Warranty Deed recorded in Volume 4113, Page 218, Lubbock County Records, City of Lubbock, Lubbock County, State of Texas; more particularly described as follows:

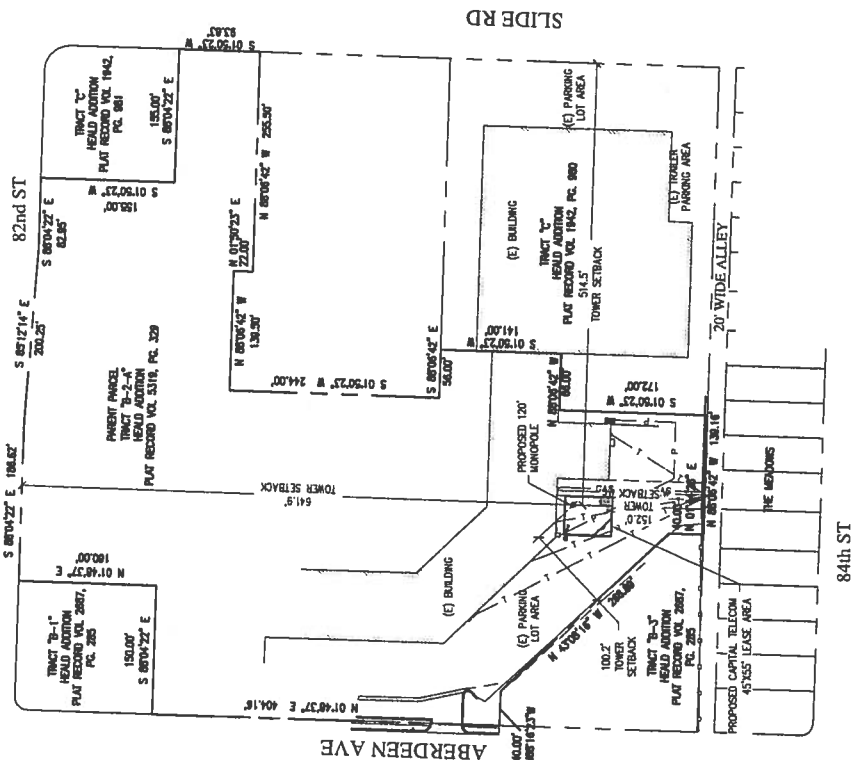
COORDINATE TABLE - TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (+202), US FEET
 ID: Northing(X) Easting(Y) Elev(Z) Description
 BASE 725,2041.56 925037.98 3250.4' Found #5 rebar, illegible cap (P.O.C.)
 Commencing, for reference, at a #5 rebar with illegible cap ("BASE" above) found for a southwesterly corner of TRACT "B-2-A"; the same being the north corner of the east boundary line of Tract "B-3", HEAD ADDITION (VOL. 2667, PG. 285); FROM WHICH a #4 rebar with cap stamped "BCL" found for a southwesterly corner of said TRACT "B-2-A" bears North 43° 08' 16" West 268.89 feet; THENCE with the southwesterly boundary line of said TRACT "B-2-A", North 43° 08' 16" West 51.13 feet; THENCE, departing said boundary line at right angles, North 46° 51' 44" East 43.59 feet to a mag nail and tag set for the southwest corner of the PROPOSED LEASE AREA and the POINT OF BEGINNING, the following four (4) courses:
 1. North 01° 50' 20" East 55.00 feet to a mag nail with tag set for the northwest corner of the PROPOSED LEASE AREA;
 2. South 88° 09' 40" East 45.00 feet to a mag nail with tag set for a northeast corner of the PROPOSED LEASE AREA;
 3. South 01° 50' 20" West 55.00 feet to a mag nail with tag set for a southeast corner of the PROPOSED LEASE AREA;
 4. North 88° 09' 40" West 45.00 feet to a mag nail with tag set for a southwest corner of the PROPOSED LEASE AREA and containing, in all, 2,475 square feet of land, with access being over and across the existing common areas to Aberdeen Avenue.

LEGEND

PROPOSED	NEW
(E)	EXISTING
---	COVER LINE
---	PROPERTY LINE
---	FENCE LINE
---	GROUND WIRE
---	OVERHEAD POWER
---	OVERHEAD TELCO
---	UNDERGROUND POWER CONDUIT
---	UNDERGROUND TELCO CONDUIT

NOTE:

1. CALLING FOR A 6" CONCRETE CURB ABOVE GROUND (6" IN THE GROUND) AROUND THE ENTIRE COMPOUND.
2. THAT THE POWER ROUTE WILL BE CONSIDERED AND APPROVED WITH THE POWER COMPANY AND THE LANDLORD.
3. THE EXISTING POWER AND TELCO LINES WILL BE REROUTED OUTSIDE OF THE COMPOUND AREA BY CAPITAL IN COORDINATION WITH THE POWER AND TELCO COMPANIES AND THE LANDLORD.
4. THERE WILL BE A 6" CURB RUNNING ALL ALONG THE OUTSIDE OF THE FENCED IN COMPOUND. BREAKUP OF EXISTING PAVEMENT OR CONCRETE FOR COMPOUND AREA.



1 OVERALL SITE PLAN
 FOR 24' x 35' PLOT - 1" = 70'
 FOR 11' x 17' PLOT - 1" = 140'

TRUE NORTH



CAPITAL TELECOM
 1500 W. RIDGE AVE - SUITE 205
 LUBBOCK, TX 79424

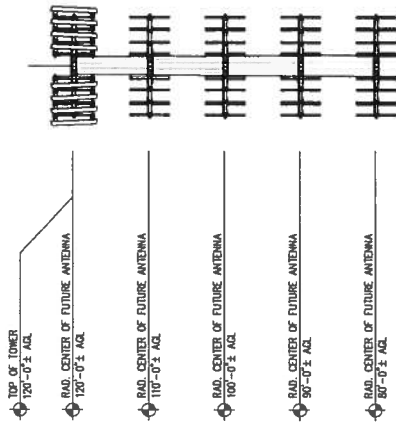
LUBBOCK CT1312, TX
 5017 89th ST
 LUBBOCK, TX 79424-2827

NO.	DATE	REVISIONS	BY	CHK	APP'D
E	12/29/73	1L REVISIONS	RM	JD	JD
D	12/23/73	UPDATED FOR LC	RM	JD	JD
C	10/29/73	REVISIONS	RM	JD	JD
B	10/07/73	REVISIONS - TRANSFORMER	CT	JD	JD
A	07/11/73	ISSUED FOR REVIEW	RM	JD	JD

SCALE: AS SHOWN

OVERALL SITE PLAN
 DRAWING NUMBER
Z-2

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

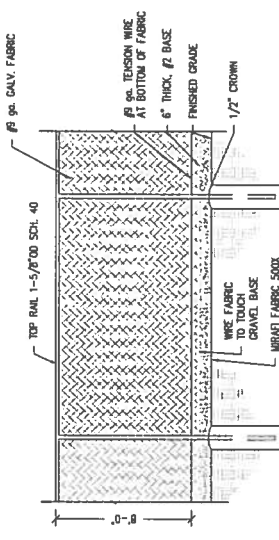


1 TOWER ELEVATION
FOR 24" X 36" PLOT - 1/8" = 1' 0" 2' 4" 8" 16"
FOR 11" X 17" PLOT - 1/16" = 1' 0" 2' 4" 8" 16"

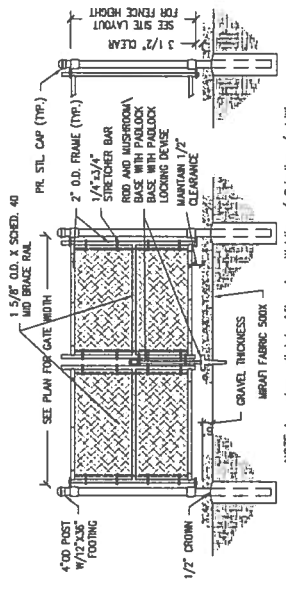
ALPRO
CONSULTING GROUP INC.
301 W. WYATT AVE. SUITE 300
LUBBOCK, TEXAS 79401
PHONE: 806.741.1111
FAX: 806.741.1112

CAPITAL
TYLER COMM
1501 W. EDIBLE AVE. SUITE 300
LUBBOCK, TX 79401

LUBBOCK CT1312, TX
5517 89ND ST
LUBBOCK, TX 79424-2827



6' HIGH FENCE FOOTINGS	
LINE POST	2'-3/8" 00 12' X 30"
CORNER POST	3'-0" 00 12' X 42"
GATE POST	4'-0" 00 12' X 42"



NOTE: 1. Immediately After Any Welding / Grinding / Drilling Operation, Coat Apply Prime (3) Coat or Cold-Chambering Compound to stressed surfaces.

2 FENCE DETAIL
N.T.S.

ELEVATION & FENCE DETAIL
DRAWING NUMBER
Z-4

NO.	DATE	REVISIONS	BY	CHK	APP'D
E	12/26/13	1.1. REDLINES	RH	JD	JD
D	12/13/13	UPDATED PER LC	RH	JD	JD
C	10/25/13	REDLINES	RH	JD	JD
B	10/07/13	REDLINES - TRANSFORMER	CT	JD	JD
A	07/11/13	ISSUED FOR REVIEW	RH	JD	JD

SCALE: AS SHOWN
JOB # 13-1038

THE FRANCIS LAW FIRM

January 31, 2014

To the Honorable Planning and Zoning Commission and City Council:

The Francis Law Firm, a Professional Corporation on behalf of Capital Telecom Acquisition, LLC ("Applicant"), respectfully submits the attached Application for Specific Use Permit ("Application") to construct a 120 foot telecommunications tower pursuant to Code Section 40.02.002(h) (the "Tower").

BACKGROUND

Applicant has entered into a lease agreement with SK Properties L.P., a Kansas limited partnership (the "Property Owner") for a 2,475 square foot lease tract (the "Lease Tract") out of Tract "B-2-A", Held Addition, the City of Lubbock, Texas, and being commonly known as 5217 82nd Street, Lubbock, Texas. Applicant proposes to construct and operate the Tower within the Lease Tract. The Lease Tract is currently zoned "C-3"

The Property Owner has authorized Applicant to act as its agent for processing this Application. The undersigned, as counsel to Applicant, is authorized to submit this letter to the Planning and Zoning Commission and to the City Council in support of the Application.

Attached to the Application is:

- (i) a survey of the Lease Tract;
- (ii) a site plan ("Site Plan") for the Lease Tract; and
- (iii) an elevation of the proposed Tower (as shown on the Site Plan).

NATURE OF TOWER AND FACILITIES

The Applicant submits that,

1. The proposed Tower is a 120 foot telecommunications tower which is designed to accommodate up to five (5) "telecommunications providers."

A PROFESSIONAL CORPORATION

(210) 222-1100 • 112 E. PECAN STREET, SUITE 550 • SAN ANTONIO, TEXAS 78205-1517 • FAX (210) 222-2468

WRITER'S DIRECT DIAL (210) 222-1112

WRITER'S E-MAIL wbf Francis@francislawfirm.com

www.francislawfirm.com

2. As detailed on the Site Plan, the Tower will be enclosed by an eight (8) foot "chain link with galvanized fabric" fence.

EXISTING SITES

Applicant will present evidence to the Planning and Zoning Commission and City Council that there are no existing towers or structures "within the geographic area required to meet Applicant's engineering needs."

CO-LOCATION ON TOWER

As indicated on the elevation of the Tower which is a part of the Site Plan and as noted above, the proposed Tower will be constructed in order to accommodate up to five (5) telecommunications providers.

SPECIFIC USE PERMIT

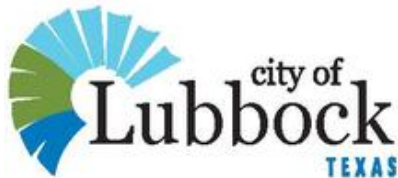
Applicant respectfully requests approval of its Application for a Specific Use Permit for the construction of the proposed 120 foot telecommunications tower.

Yours very truly,

The Francis Law Firm, P.C.

By: 

W. Bebb Francis, III
Counsel to Capital Telecom Acquisition, LLC



Regular City Council Meeting

6. 5.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 2824-A, a request of Hugo Reed and Associates, Inc., for Love’s Travel Stops & Country Stores, for a zoning change from R-1 to Interstate Highway Industrial (IHI) on 16.6 acres of unplatted land out of Block A, Section 9, west of Interstate 27 and south of Regis Street, and consider an ordinance.

Item Summary

General comments:

The request is to zone the property from R-1 single family, as it was originally annexed, to IHI. The proposal is for a truck stop.

Adjacent land uses:

A majority of the property is vacant around the site with a several commercial uses nearby to the south and northwest. The site, is more recognizable as the I-27 overpass to access the airport from Regis Street.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. The plan recommends industrial and the Interstate Highway district is consistent with the I-27 corridor from both a CLUP Policy and a Zoning Policy.

Effect on the adjacent street and thoroughfare system:

The new business will add a traffic load to Regis and the Interstate access roads, but no more than expected along a thoroughfare and access road intersection.

Recommendations:

On March 6, 2014, the P&Z recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2824-A

Zone Case 2824-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. 2824-A**; A ZONING CHANGE FROM **R-1** TO **IHI** ZONING DISTRICT ON **16.6 ACRES OF UNPLATTED LAND OUT OF BLOCK, A, SECTION 9**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 2824-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 **R-1** to **IHI** zoning district on **16.6 acres of unplatted land out of Block A, Section 9**, City of Lubbock, Lubbock County, Texas, located at **west of Interstate 27 and south of Regis 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:

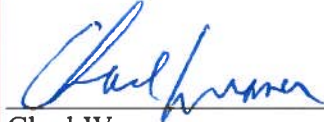
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



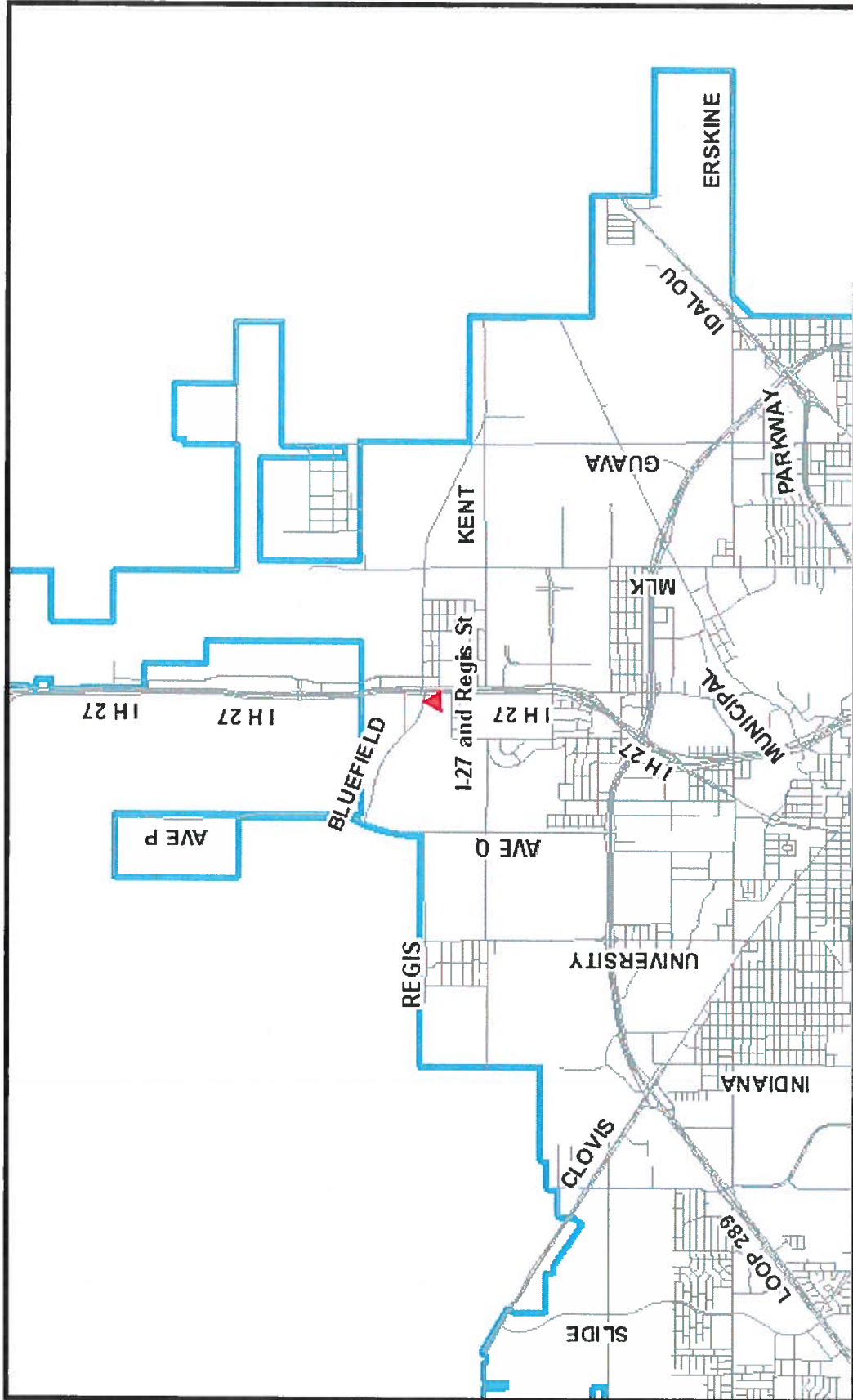
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

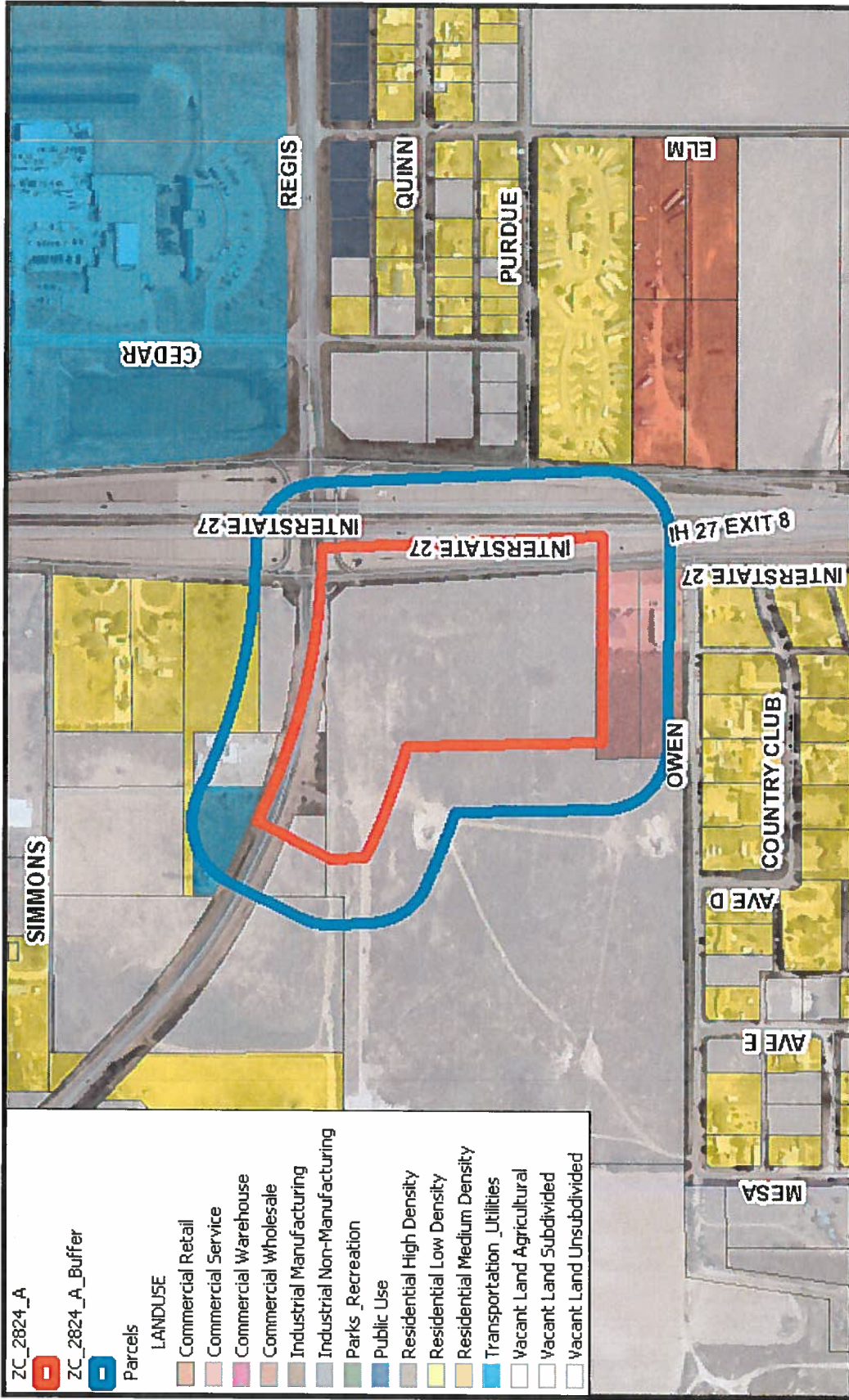


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2824-A
March 6, 2014

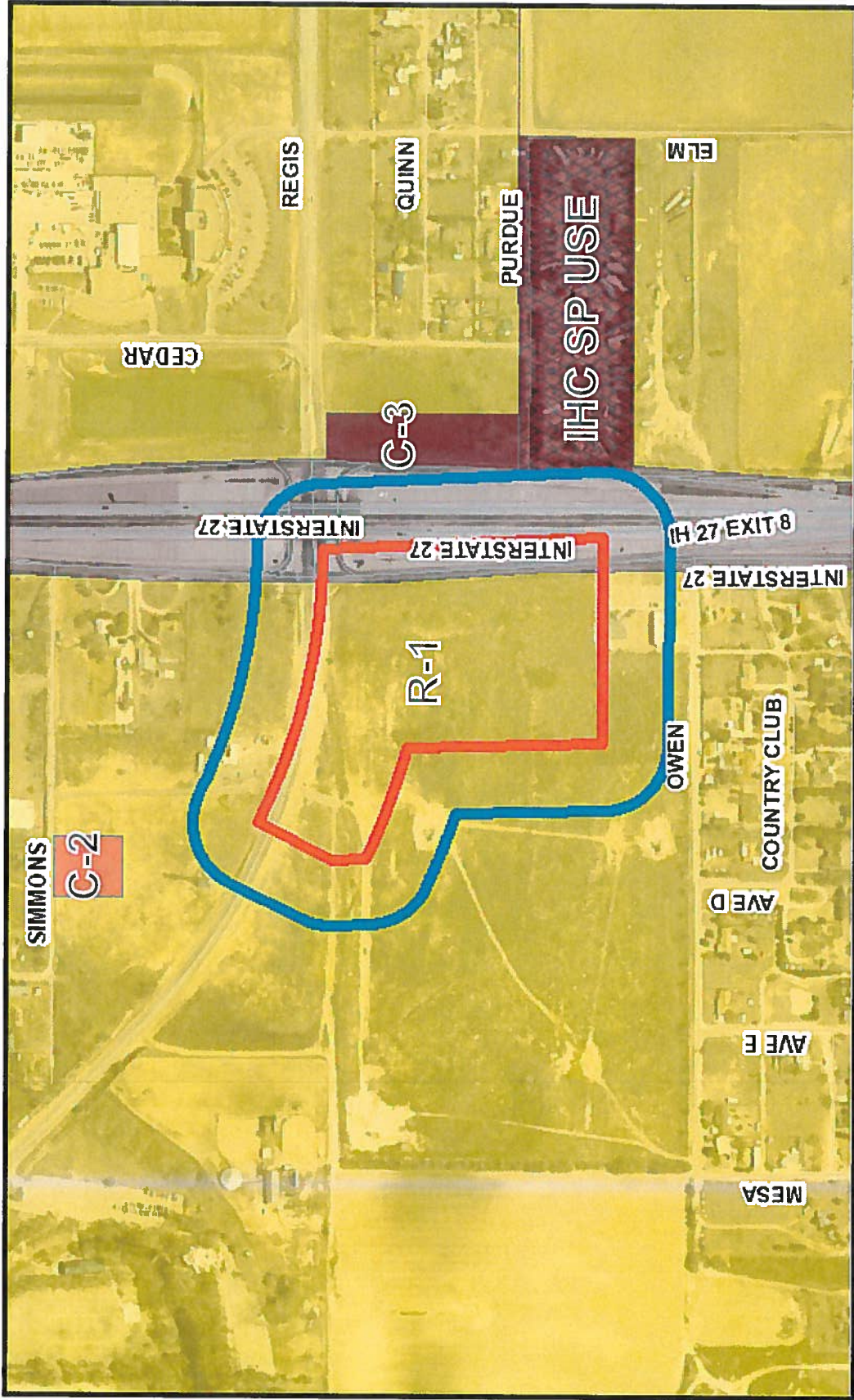


P.Z.C. Case 2824-A



P.Z.C. Case 2824-A

Request of Hugo Reed and Associates, Inc. (for Love's Travel Stops & Country Stores) for a zoning change from R-1 to IHL, west of Interstate 27 and south of Regis Street



P.Z.C. Case 2824-A 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 TX 79401
City State Zip
(806) 763-5642
Telephone

For Love's Travel Stops & Country Stores
10601 North Pennsylvania PO Box 26210
Street/Post Office Box
Oklahoma City OK 73126
City State Zip
405-302-6646
Telephone

Location or Address: Section 9, Block A

Legal Description*: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: R-1

Acreeage or Square Footage of Property: 16.6 Acres

Zoning Requested: IHI

Proposed Development: Travel Stop

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman (handwritten signature)

Applicant's Signature

February 4, 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: \$523 (Love's #1087075)
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for non-profit)

Receipt 18038 CK# 1087075 For City Use Only Map # 12
Zone Case No.: 2187-A 2824-A Agenda No.: 4
Request for zoning change from: X R-1 To: IHI

16.6 acres of unplatted land out of Block A, Section 9

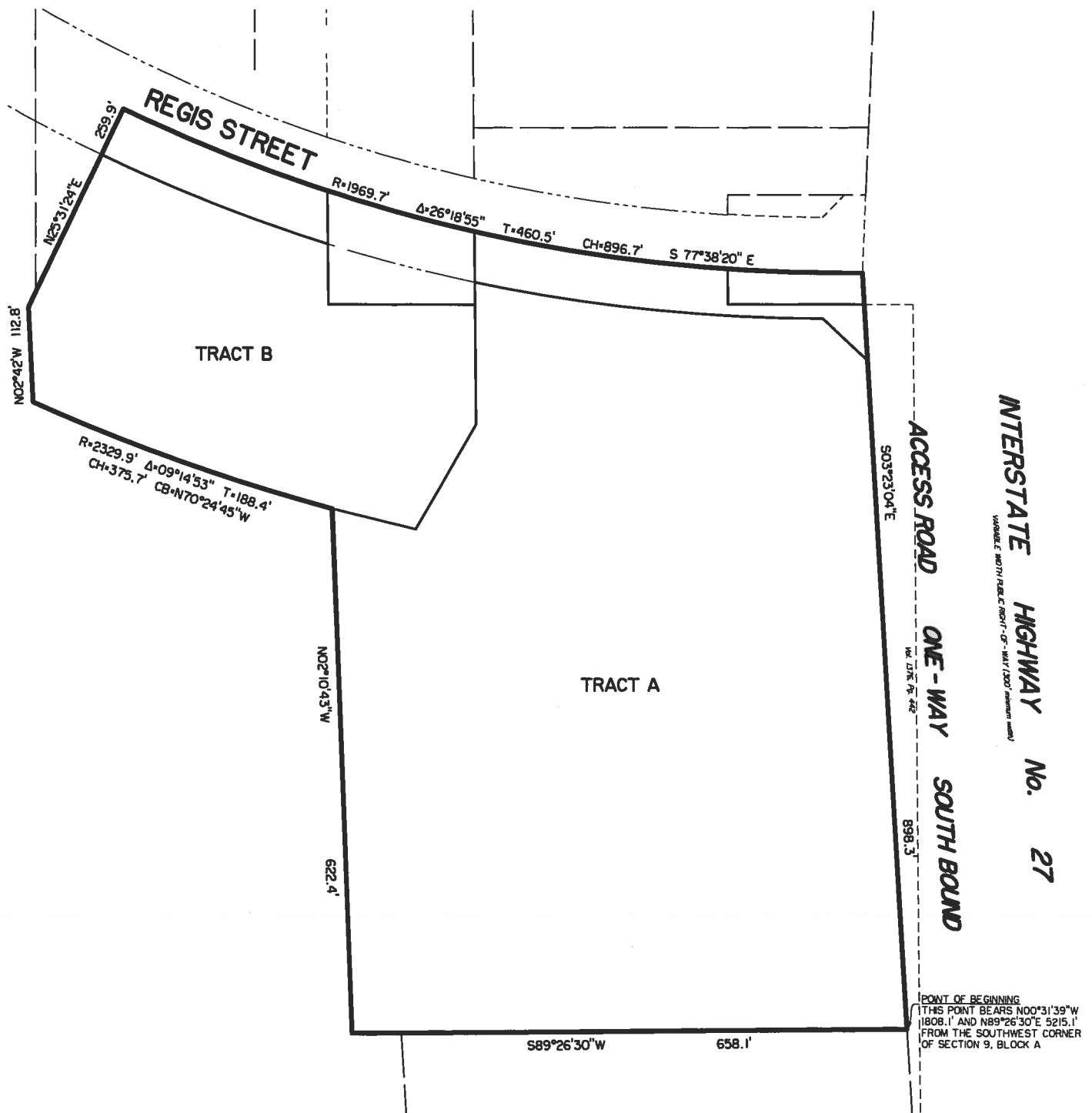
on Lot(s):

Block(s):

Subdivision:

Address: 4407 9411 St West of I-27 and North of Regis South

PROPOSED IHI ZONING LOCATED IN SECTION 9, BLOCK A



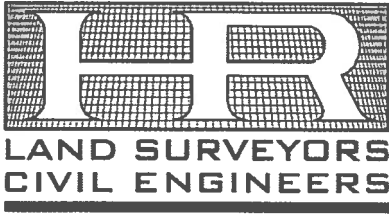
JANUARY 29, 2014



HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100675-00
 TEXAS REGISTERED ENGINEERING FIRM F-762

1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3891



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHI ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 9, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of Interstate Highway No. 27, which bears N. 00°31'39" W. an approximate distance of 1808.1 feet and N. 89°26'30" E. an approximate distance of 5215.1 feet from the Southwest corner of Section 9, Block A, Lubbock County, Texas;

THENCE S. 89°26'30" W. an approximate distance of 658.1 feet to a point;

THENCE N. 02°10'43" W. an approximate distance of 622.4 feet to a point of intersection;

THENCE Northwesterly, around a curve to the right, said curve having a radius of approximately 2329.9 feet, a central angle of 09°14'53", approximate tangent lengths of 188.4 feet, a chord bearing of N. 70°24'45" W. and a chord distance of approximately 375.7 feet to a point;

THENCE N. 02°42'00" W. an approximate distance of 112.8 feet to a point;

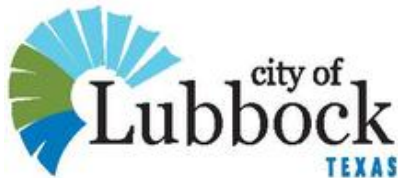
THENCE N. 25°31'24" E. an approximate distance of 259.9 feet to a point in the center line of Regis Street;

THENCE Southeasterly, along a curve to the left, said curve having a radius of approximately 1969.7 feet, a central angle of 26°18'55", approximate tangent lengths of 460.5 feet, a chord bearing of S. 77°38'20" E. and a chord distance of approximately 896.7 feet to a point in the West right-of-way line of Interstate Highway No. 27;

THENCE S. 03°23'04" E., along the West right-of-way line of Interstate Highway No. 27, an approximate distance of 898.3 feet to the Point of Beginning.

Contains: Approximately 16.6 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



Regular City Council Meeting

6. 6.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3116-D, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, for a zoning change from R-1 Specific Use and Garden Office (GO) to R-1 Specific Use for reduced setbacks on 73.4 acres of unplatted land out of Block AK, Section 4, south of 135th Street and east of Quaker Avenue, and consider an ordinance.

Item Summary

General comments:

The request is for a Specific Use residential to allow for reduced setback requirements.

Adjacent land uses:

This is a continuation of an existing single family development, Kelsey Park.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

This request for reduced setbacks is common in the residential development market.

Effect on the adjacent street and thoroughfare system:

There should be little additional impact on the thoroughfare system.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following conditions:

1. The setbacks for lots less than .5 acres shall be reduced as follows:
 - a. 20 feet front setback.
 - b. 5 feet front setback for cul-de-sac lots.
 - c. 5 feet side setback for corner lots (excluding corner lots on Quaker Avenue and Memphis Avenue) with a 5 feet side setback required for backyard fences.
 - d. Zero rear setback for non-rear facing third (additional) car garage.
2. The setback for any lots over .5 acres shall follow the regular R-1 setback standards.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3116-D**; A ZONING CHANGE FROM **R-1 SPECIFIC USE AND GO TO R-1 SPECIFIC USE FOR REDUCED SETBACKS**, ON **73.4 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, 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. 3116-D

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 and GO to R-1 Specific Use for reduced setbacks** on **73.4 acres of unplatted land out of Block AK, Section 4, City of Lubbock, Lubbock County, Texas, located at south of 135th Street and east of Quaker Avenue**, 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 setbacks for lots less than .5 acres shall be reduced as follows:**
 - a. **20 foot front setback;**
 - b. **5 foot front setback for cul-de-sac lots;**
 - c. **5 foot side setback for corner lots (excluding corner lots on Quaker and Memphis) with a 5 foot side setback required for backyard fences; and**
 - d. **Zero rear setback for non-rear facing third (additional) car garage.**

2. **THAT the setback for any lots over .5 acres shall follow the regular R-1 setback standards.**

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 and GO 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 **south of 135th Street and east of Quaker 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:



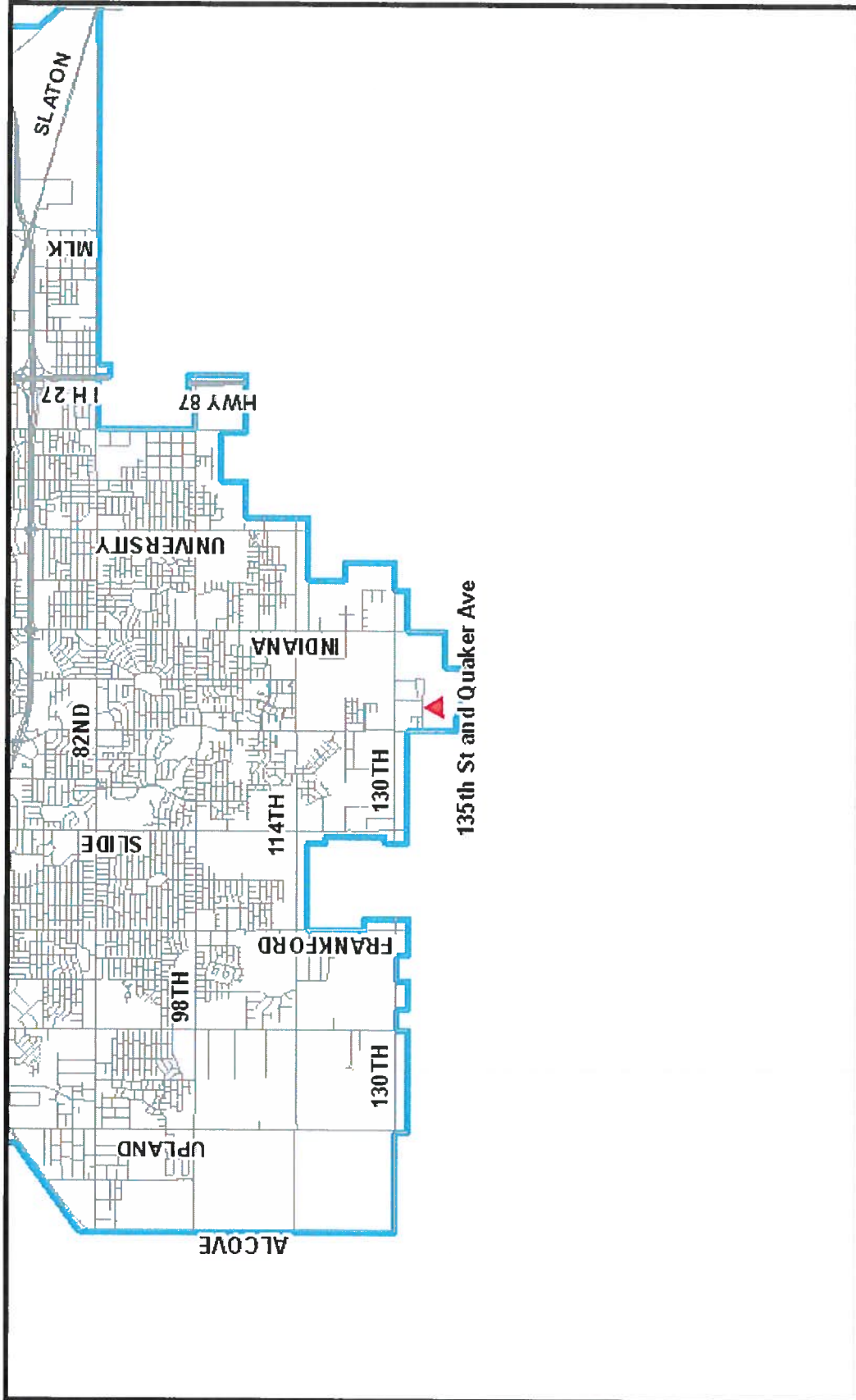
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

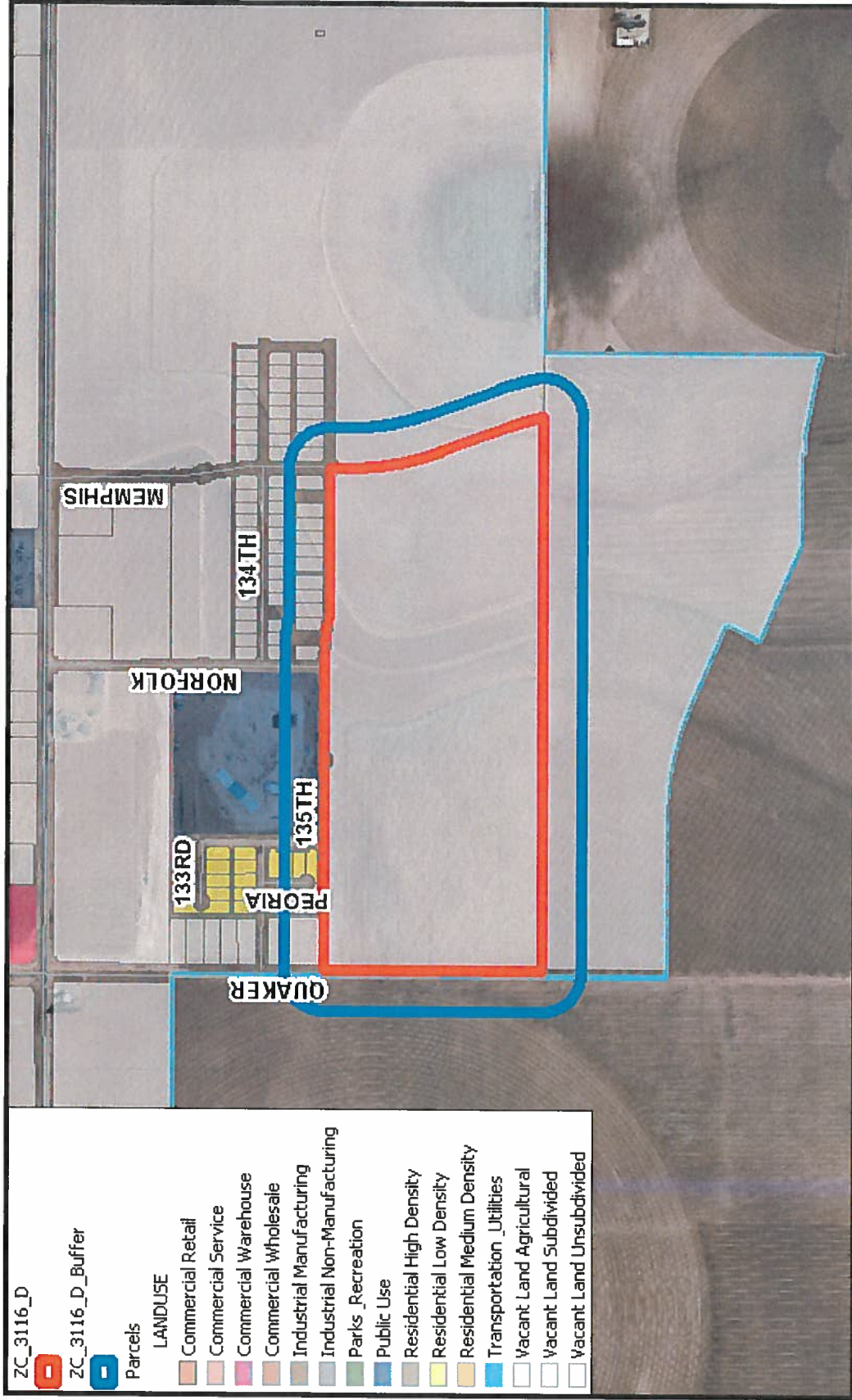


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3116-D
March 6, 2014

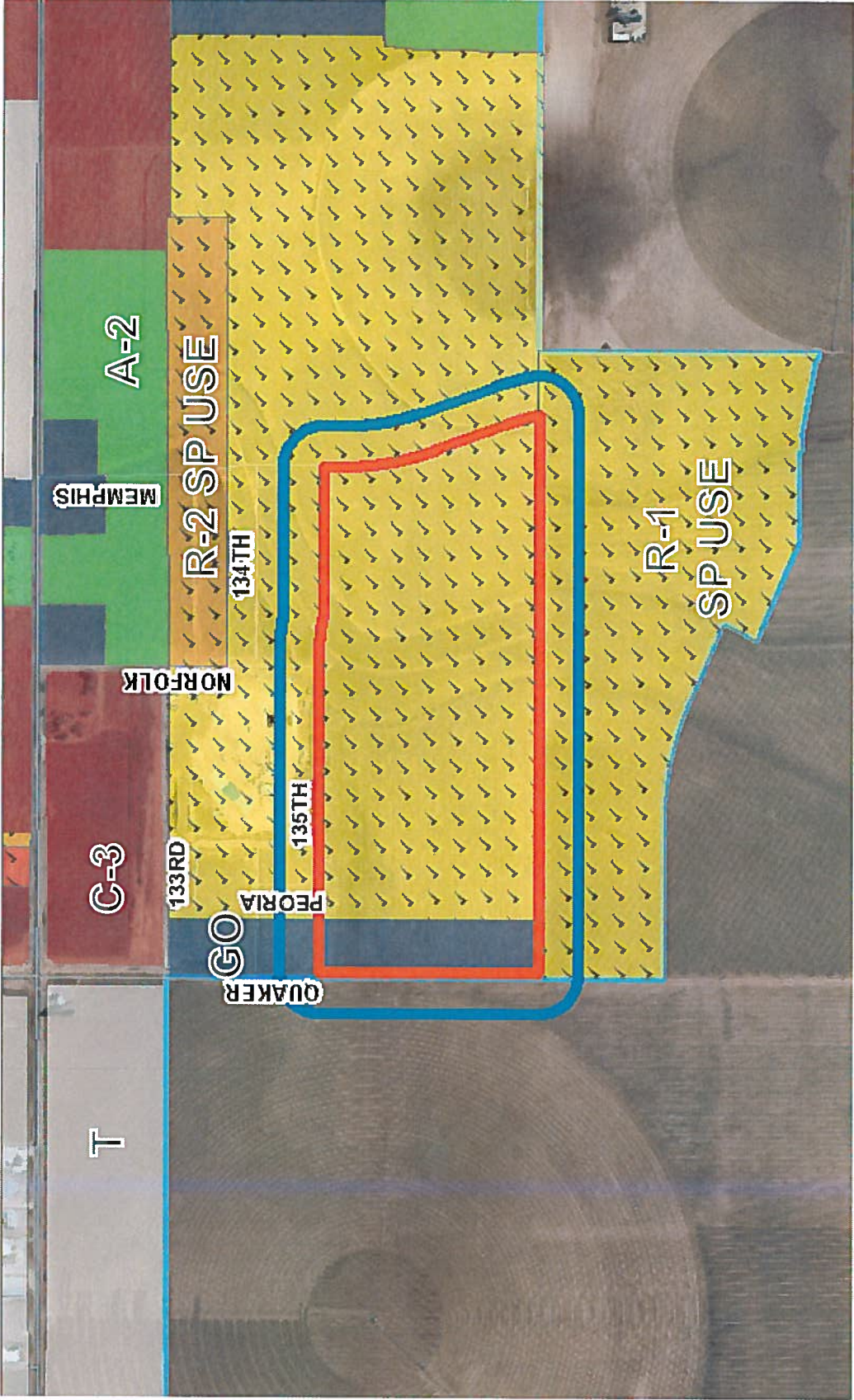


P.Z.C. Case 3116-D



P.Z.C. Case 3116-D

Request of Hugo Reed and Associates, Inc. (for FP Investors 1, LLC) for a zoning change from R-1 Specific Use and GO to R-1 Specific Use for reduced setbacks, south of 135th Street and east of Quaker Avenue



P.Z.C. Case 3116-D Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For FP Investors 1, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Section 4, Block AK

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: R-1 Specific Use + G10

Acreage or Square Footage of Property: 73.4 Acres

Zoning Requested: R-1 Specific Use as follows: For any lots less than 0.5 acre in size: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Quaker and Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman (Signature)

Applicant's Signature

February 3, 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: \$694 (Ford Development #3595)
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for non-profit)

RECEIPT 6039 CTR 7595 For City Use Only m+b map 70

Zone Case No.: 3118-D

Agenda No.: 5

Request for zoning change from: R-1 SP use + G10

To: R-1 SP use

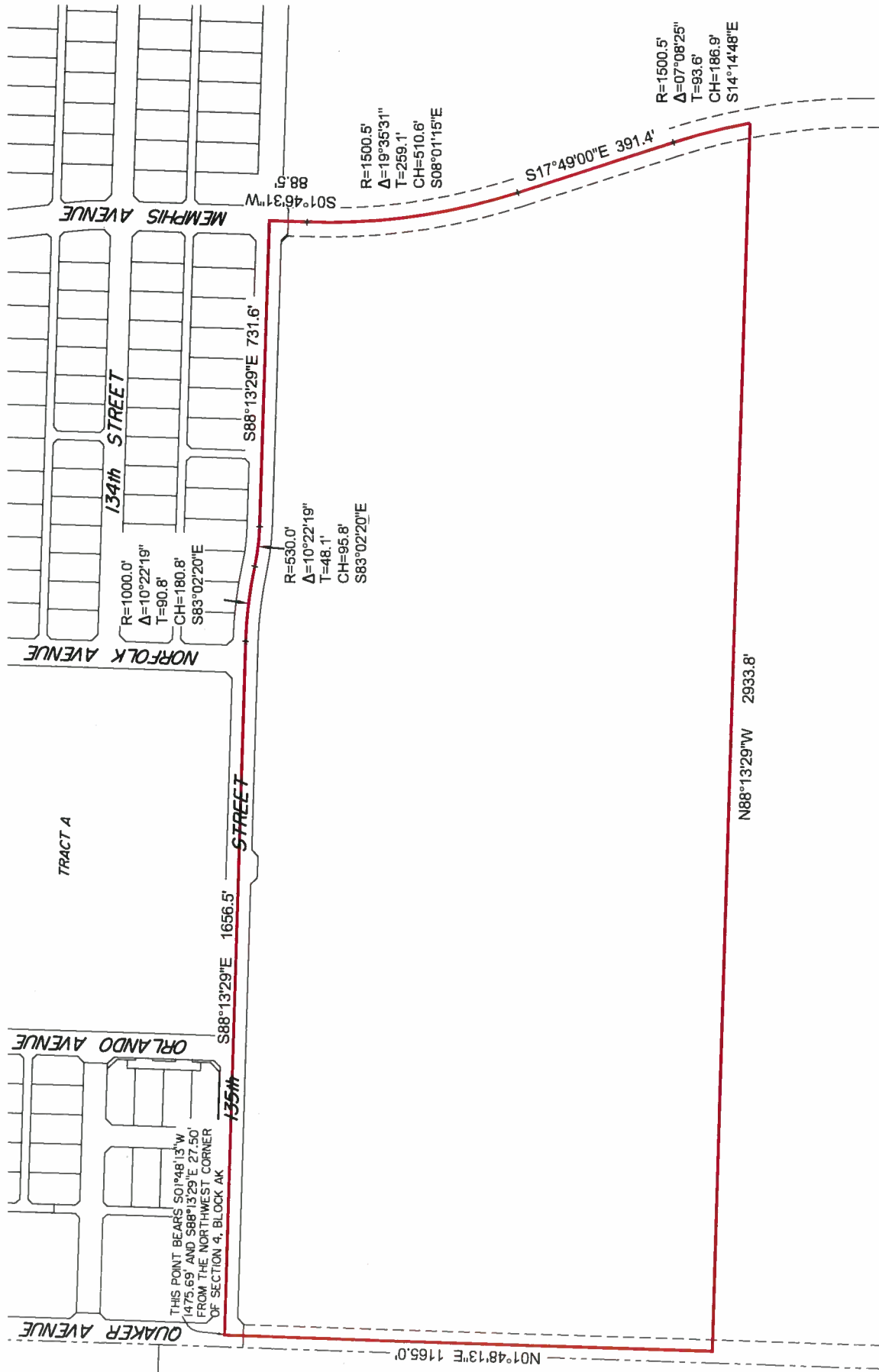
73.4 acres of unplatted land out of Block A section 4

on Lot(s):

Block(s):

Subdivision:

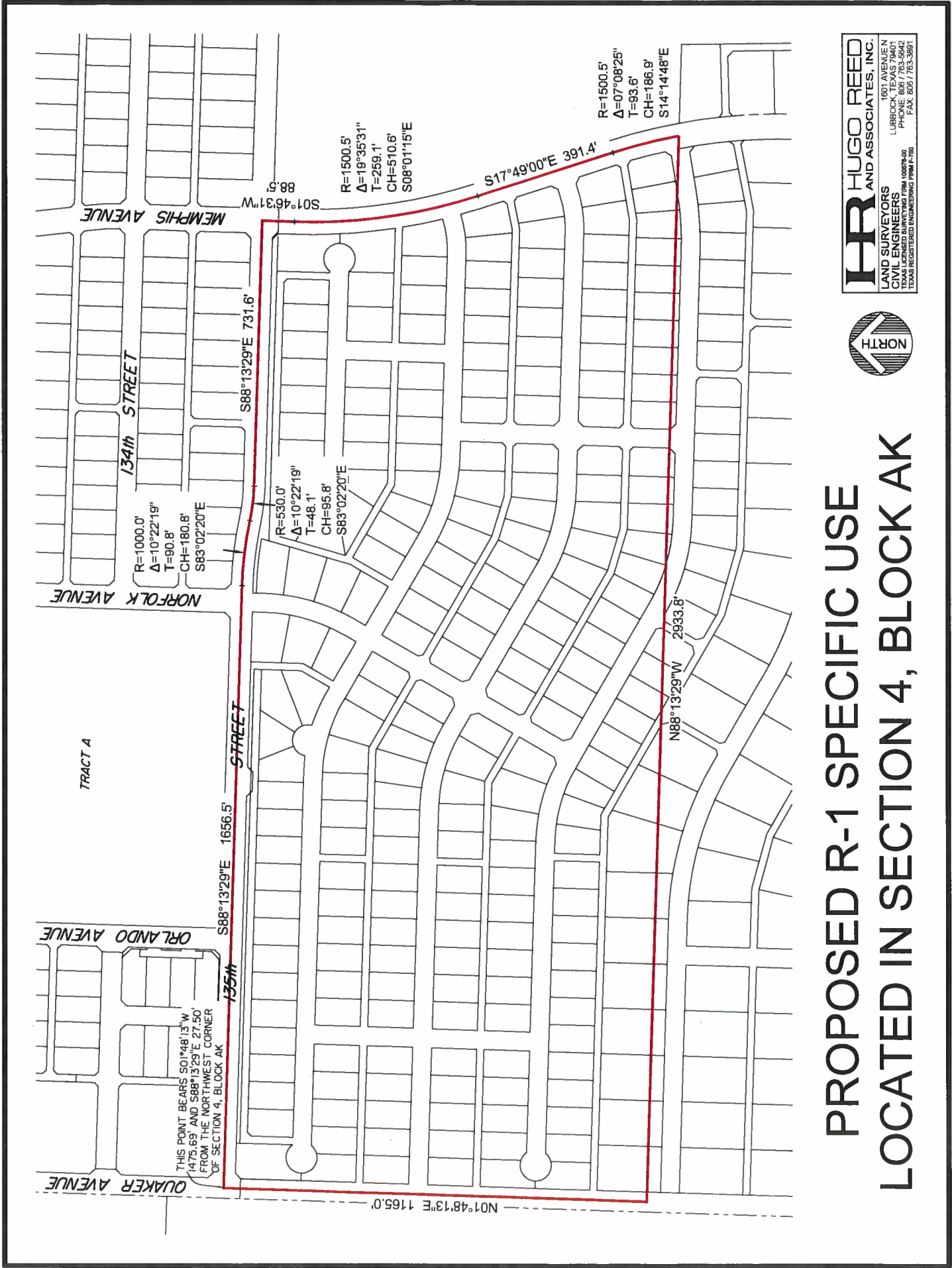
Address: South of 135th St, East of Quaker Ave



PROPOSED R-1 SPECIFIC USE LOCATED IN SECTION 4, BLOCK AK



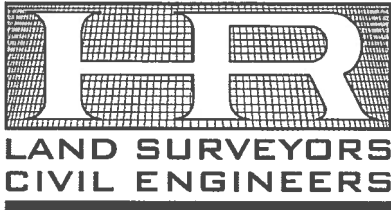
HR HUGO REED
 AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHOENIX, ARIZONA 85016
 TEXAS REGISTRATION ENGINEERING 009614706
 FAX: 806 / 783-3682



PROPOSED R-1 SPECIFIC USE LOCATED IN SECTION 4, BLOCK AK



HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5847
 FAX: 806 / 763-3891
 TEXAS REGISTERED ENGINEERING FIRM #1700



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the center line of 135th street for the Northwest corner of this tract, which bears S. 01°48'13" W. an approximate distance of 1475.7 feet and S. 88°13'29" E. an approximate distance of 27.5 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'29" E., along the centerline of said 135th Street, an approximate distance of 1656.5 feet to a point of curvature;

THENCE Southeasterly, continuing along said centerline, around a curve to the right, said curve having a radius of approximately 1000.0 feet, a central angle of 10°22'19", approximate tangent lengths of 90.8 feet, a chord distance of approximately 180.8 feet and a chord bearing of S. 83°02'20" E to a point of reverse curvature;

THENCE Southeasterly, continuing along said centerline, around a curve to the left, said curve having a radius of approximately 530.0 feet, a central angle of 10°22'19", approximate tangent lengths of 48.1 feet, a chord distance of approximately 95.8 feet and a chord bearing of S. 83°02'20" E. to a point of tangency;

THENCE S. 88°13'29" E., continuing along said centerline, an approximate distance of 731.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'31" W. an approximate distance of 88.5 feet to a point of curvature;

THENCE Southeasterly, along a curve to the left, said curve having a radius of approximately 1500.5 feet, a central angle of 19°35'31", approximate tangent lengths of 259.1 feet, a chord distance of approximately 510.6 feet and a chord bearing of S. 08°01'15" E. to a point of tangency;

THENCE S. 17°49'00" E. an approximate distance of 391.4 feet to a point of curvature;

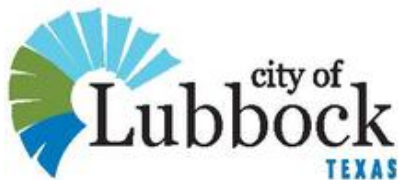
THENCE Southeasterly, along a curve to the right, said curve having a radius of approximately 1500.5 feet, a central angle of 07°08'25", approximate tangent lengths of 93.62 feet, a chord distance of approximately 186.9 feet and a chord bearing of S. 14°14'48" E. to a point of intersection for the Southeast corner of this tract;

THENCE N. 88°13'29" W. an approximate distance of 2933.8 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'13" E. an approximate a distance of 1165.0 feet to the Point of Beginning.

Contains: Approximately 73.4 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



Regular City Council Meeting

6. 7.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 1437-K, a request of Mark Lindley, for Asset Plus Realty Corporation, for a zoning change from R-3 Specific Use to A-2 on Lot 2, Holiday Park Addition, 4702 4th Street, and consider an ordinance.

Item Summary

General comments:

The request is to zone a parcel from R-3 Specific Use for a mobile home park to A-2 High Density Apartments.

Adjacent land uses:

N - small manufactured home subdivision, single family lots, and on north is a student housing apartment complex.

W - is a combination of A-1, family apartment district, and single family district beyond that.

E - Texas Tech Ag fields.

S - mixed commercial uses and the Catholic Diocese of Lubbock.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The current zoning is multi-family and therefore is compatible with the request.

Effect on the adjacent street and thoroughfare system:

Although both the existing development and future development are multi-family projects, the new development will have an increased density over the existing. Therefore, Toledo Avenue will see an increased volume in traffic.

With the intersection of Toledo Avenue and 4th Street having a traffic signal, there should be a minimal impact on the overall thoroughfare system.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following condition:

1. That an 8 feet screening fence shall be required on the west property line.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1437-K**; A ZONING CHANGE FROM **R-3 SPECIFIC USE TO A-2** ZONING DISTRICT ON **LOT 2, HOLIDAY PARK 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 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. 1437-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 **R-3 Specific Use** to **A-2** zoning district on **Lot 2, Holiday Park Addition**, City of Lubbock, Lubbock County, Texas located at **4702 4th Street**, subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT an 8 foot screening fence shall be required on the west property line.**

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:



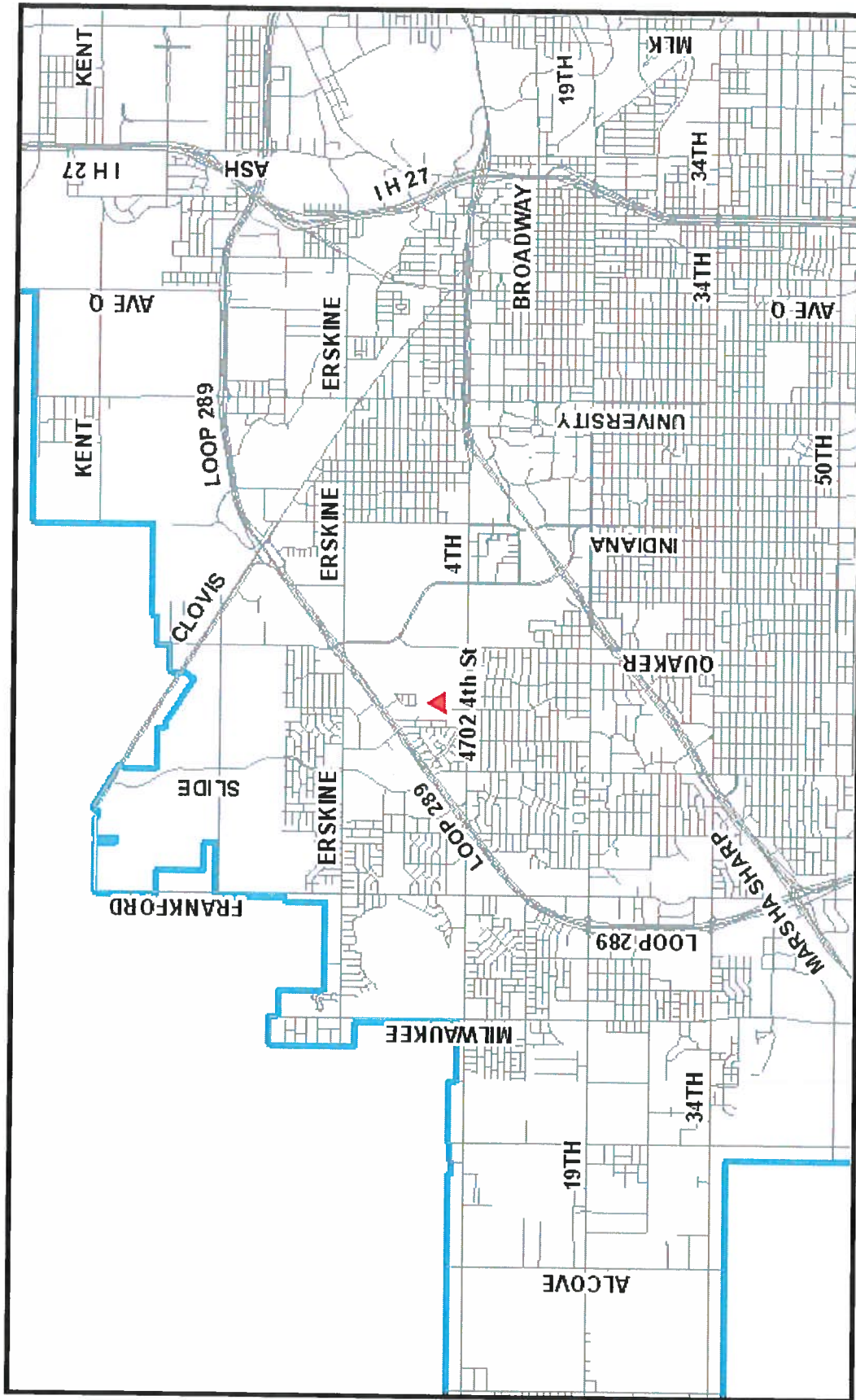
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

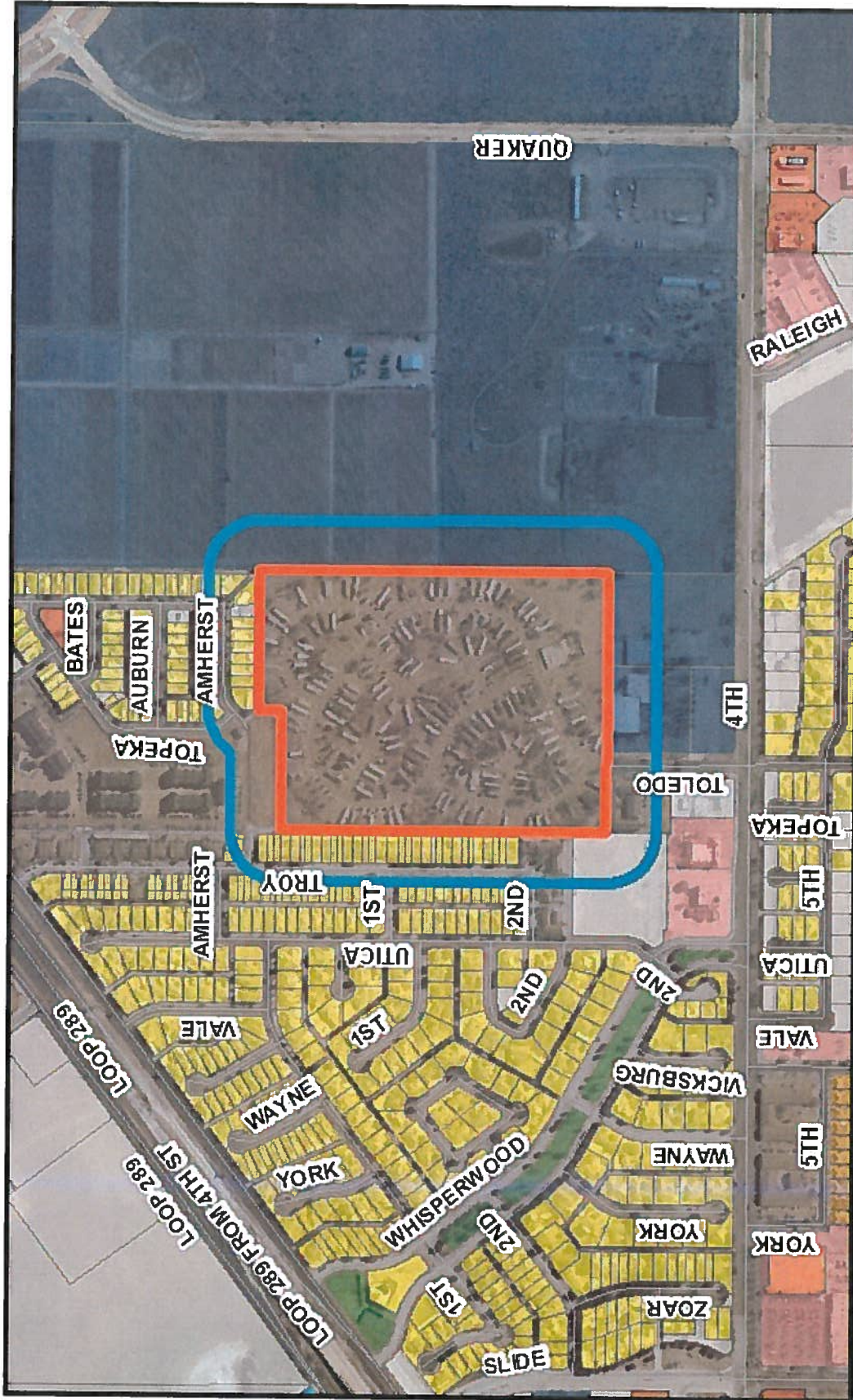


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1437-K
March 6, 2014

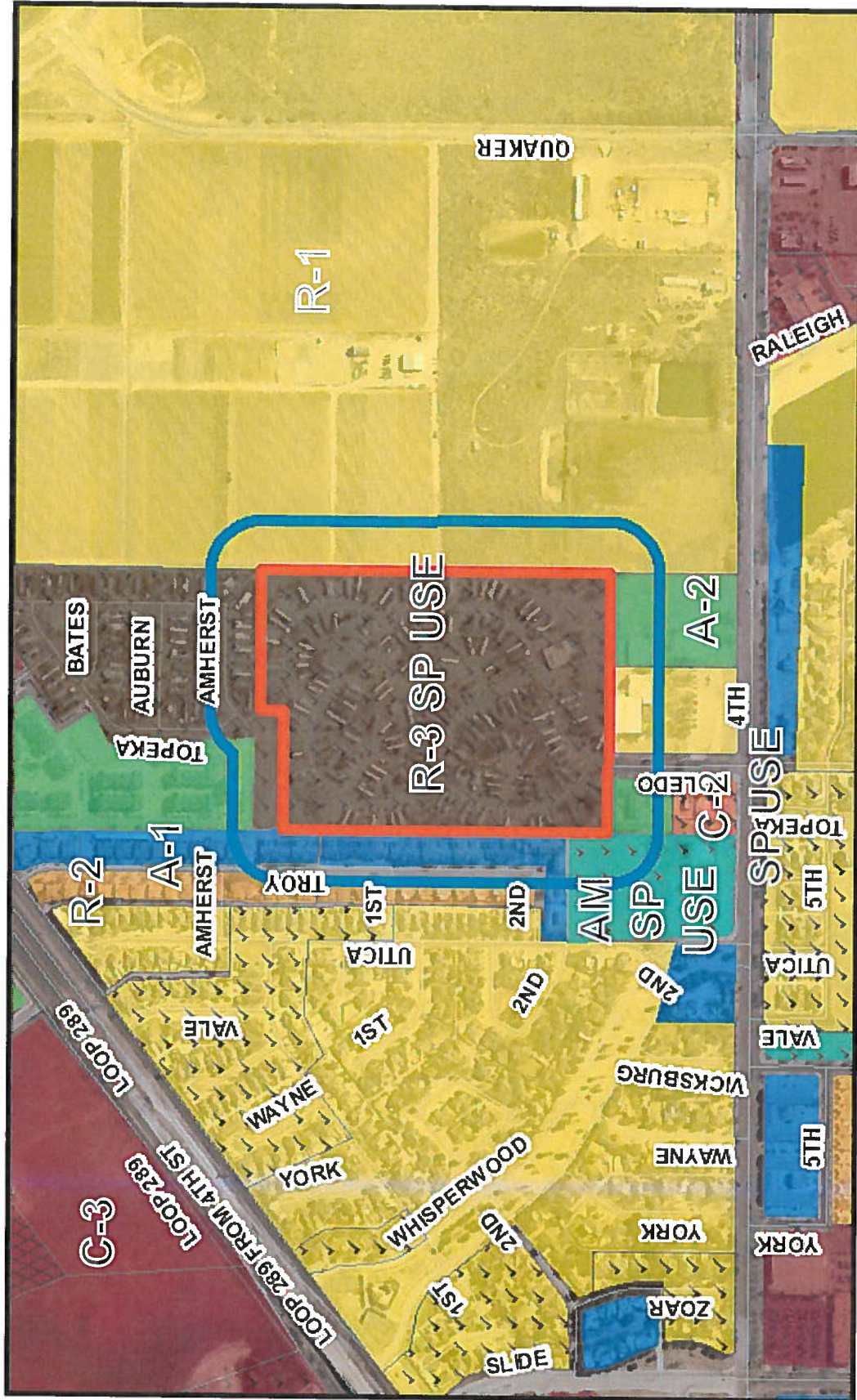


P.Z.C. Case 1437-K



P.Z.C. Case 1437-K

Request of Mark Lindley (for Asset Plus Realty Corporation) for a zoning change
from R-3 Specific Use to A-2, 4702 4th Street



P.Z.C. Case 1437-K Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Mark Lindley
675 Bering Drive, Suite 200
Houston, Texas 77057
(281) 657-5225

For Asset Plus Realty Corporation
675 Bering Drive, Suite 200
Houston, Texas 77057
(713) 782-5800

Location or Address: 4th Street and Toledo Avenue
Legal Description: Lot 2 Holiday Park Volume 1234 pg 631
Existing Land Use: Mobile Home Park Existing Zoning: R-3
Acreage or Square Footage of Property: 36.719 Acres
Zoning Requested: A-2

Proposed Development: 3 Story Multi Family

If property is not subdivided, will preliminary plat be submitted?
Applicant's Signature [Signature] Date Feb 7, 2014

Filing Fee: \$583.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only
Zone Case No.: 1437-K
Request for zoning change from: R-3 SP. use
Agenda No.: 6
To: A-2

on Lot(s): 2
Subdivision: Holiday Park
Address: 4702 4th 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.: 1437-K

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 26 REC'D

PLANNING DEPARTMENT

Print Name George A. Fry
Signature: George A Fry
Address: 102 N. Troy #D Lubbock, TX 79416
Address of Property Owned: 102 N. Troy #D Lubbock, TX 79416

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.: 1437-K**

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 25 REC'D
PLANNING DEPARTMENT

Print Name THOMAS O. GORE
Signature: Thomas O. Gore
Address: 4711 AMHERST ST.
Address of Property Owned: 4711 AMHERST ST.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.: 1437-K

In Favor of

Opposed

RECEIVED
MAR 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

*Provided there is at least an 8 ft fence dividing the property from the Troy Ave. allys.
Not a chain link fence!
And they keep the fence maintained, unlike the way it is maintained presently!*

Print Name RHONDA TEAL
Signature: *Rhonda Teal*
Address: 101-Troy # B
Address of Property Owned: 101-Troy # B

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.: 1437-K

In Favor of

Opposed

Reasons and/or Comments:

Vast improvement of neighborhood as well as property values.

RECEIVED

MAR 03 REC'D

PLANNING DEPARTMENT

Print Name Wes Tolley for MacVan Investments
Signature: Wes Tolley
Address: P.O. Box 16738 Lubbock, TX 79490
Address of Property Owned: 4702 4th Street Lubbock, TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1437-K**

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAR 04 REC'D

PLANNING DEPARTMENT

Print Name Toni J Galvan
Signature: Toni J. Galvan
Address: 107 Troy Ave Unit C, Lubbock, TX 79416-3158
Address of Property Owned: 107 Troy Ave Unit C, Lubbock, TX 79416-3158

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1437-K

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 05 REC'D
PLANNING DEPARTMENT

Print Name Sheppric Todd
Signature: Sheppric Todd
Address: 4712 Amherst St
Address of Property Owned: 4712 Amherst St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.: 1437-K

In Favor of

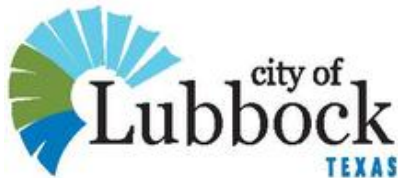
Opposed

Reasons and/or Comments:

Apts. would be right on top of us.

RECEIVED
MAR 05 REC'D
PLANNING DEPARTMENT

Print Name: JAMES BARRETT
Signature: James Barrett
Address: 106 N. TROY AVE APT B
Address of Property Owned: 9702-4th ST.



Regular City Council Meeting

6. 8.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3095-C, a request of Hugo Reed and Associates, Inc., for Vasrim, Inc., for a zoning change from A-3 to IHC for a hotel on 1.7 acres of land out of Block A, Section 22, 4601 North Loop 289, and consider an ordinance.

Item Summary

General comments:

Request for a zoning change from A-3 to IHC for a hotel.

Adjacent land uses:

N - (C-3) Loop 289 (surgical center on other sides).

S - (A-2) Vacant land/mobile home subdivision.

E - (R-1) Vacant land.

W - (A-2) Apartments.

Comprehensive Land Use Plan (CLUP):

This request is consistent with the CLUP.

Zoning Policy:

The purpose of the IHC zoning district is to provide for quality uses which serve a City-wide or regional area. The proposed hotel use is in line with the intent of this district.

Effect on the adjacent street and thoroughfare system:

As a result of the change to allow a hotel, there will be increased traffic in the area; however, with its location on a regional thoroughfare approval will not negatively affect the surrounding development.

The previous zone case for the apartment district removed the screening fence requirement towards the R-1 (Texas Tech University) due to the open area which could be an area for undesired illegal activities to take place.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following condition:

1. Screening fence will not be required on the east property line (adjacent to Texas Tech University).

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 3095-C

Zone Case 3095-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3095-C**; A ZONING CHANGE FROM **A-3** TO **IHC** ZONING DISTRICT ON **1.7 ACRES OF LAND OUT OF BLOCK A, SECTION 22**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3095-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-3** to **IHC** zoning district on **1.7 acres of land out of Block A, Section 22**, City of Lubbock, Lubbock County, Texas located at **4601 North 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 on the east property line (adjacent to Texas Tech University) shall be waived.**

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:



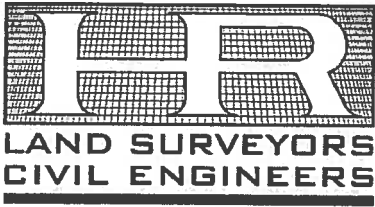
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3095-C
March 6, 2014



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHC ZONING

METES AND BOUND DESCRIPTION of a 1.7 acre tract of land located in Section 22, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Southeast right-of-way line of North Loop 289 for the Northeast corner of this tract which bears North an approximate distance of 4,074.7 feet and East an approximate distance of 3,416.2 feet from the Southwest corner of Section 22, Block A, Lubbock County, Texas;

THENCE S. 00°02'29" W. an approximate distance of 555.1 feet to a point for the Southeast corner of this tract;

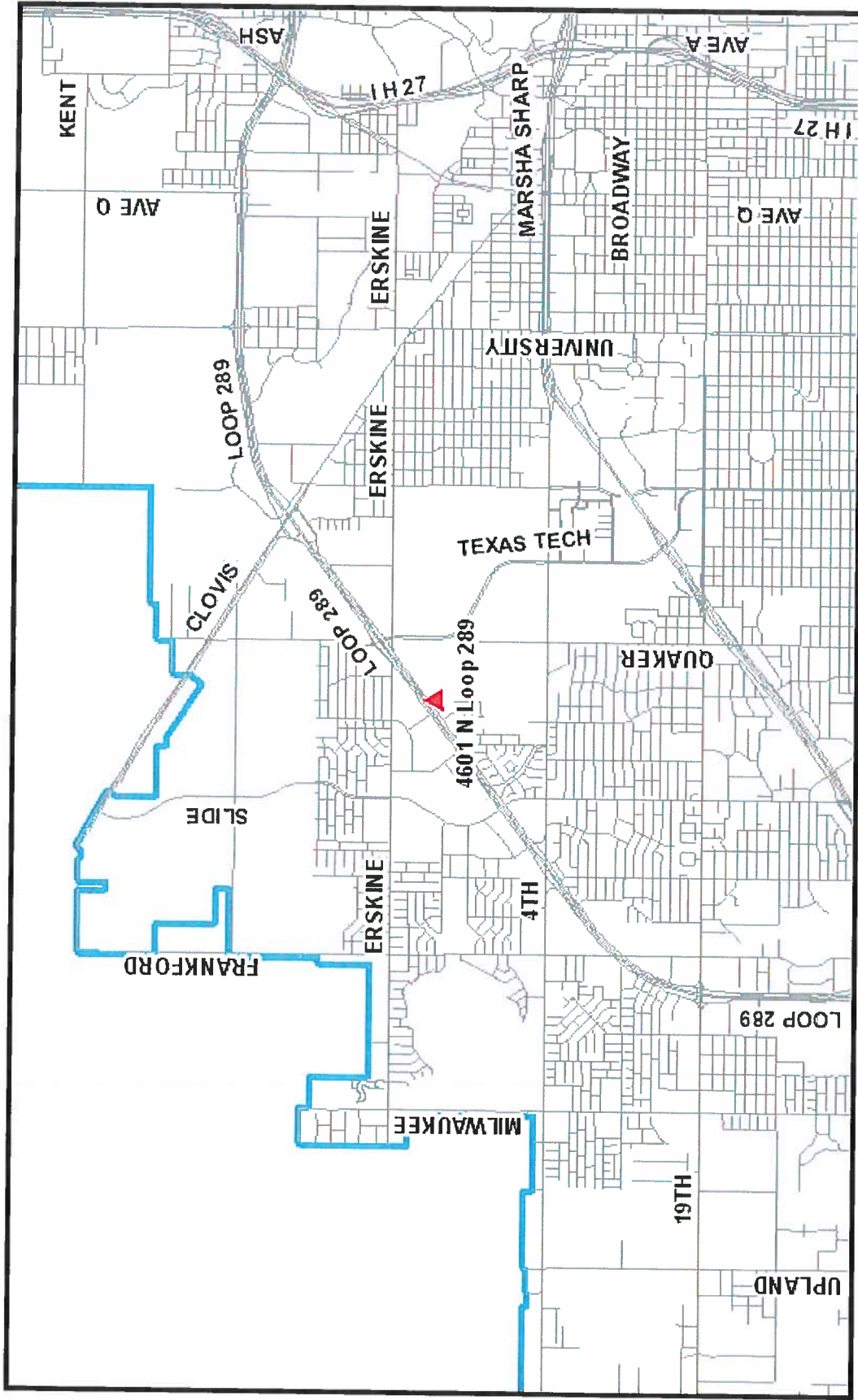
THENCE N. 36°54'29" W. an approximate distance of 443.6 feet to a point in the Southeast right-of-way line of said North Loop 289, for the Northwest corner of this tract;

THENCE N. 53°05'32" E., along said Southeast right-of-way line, an approximate distance of 333.7 feet to the Point of Beginning.

Contains: 74,014 square feet.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

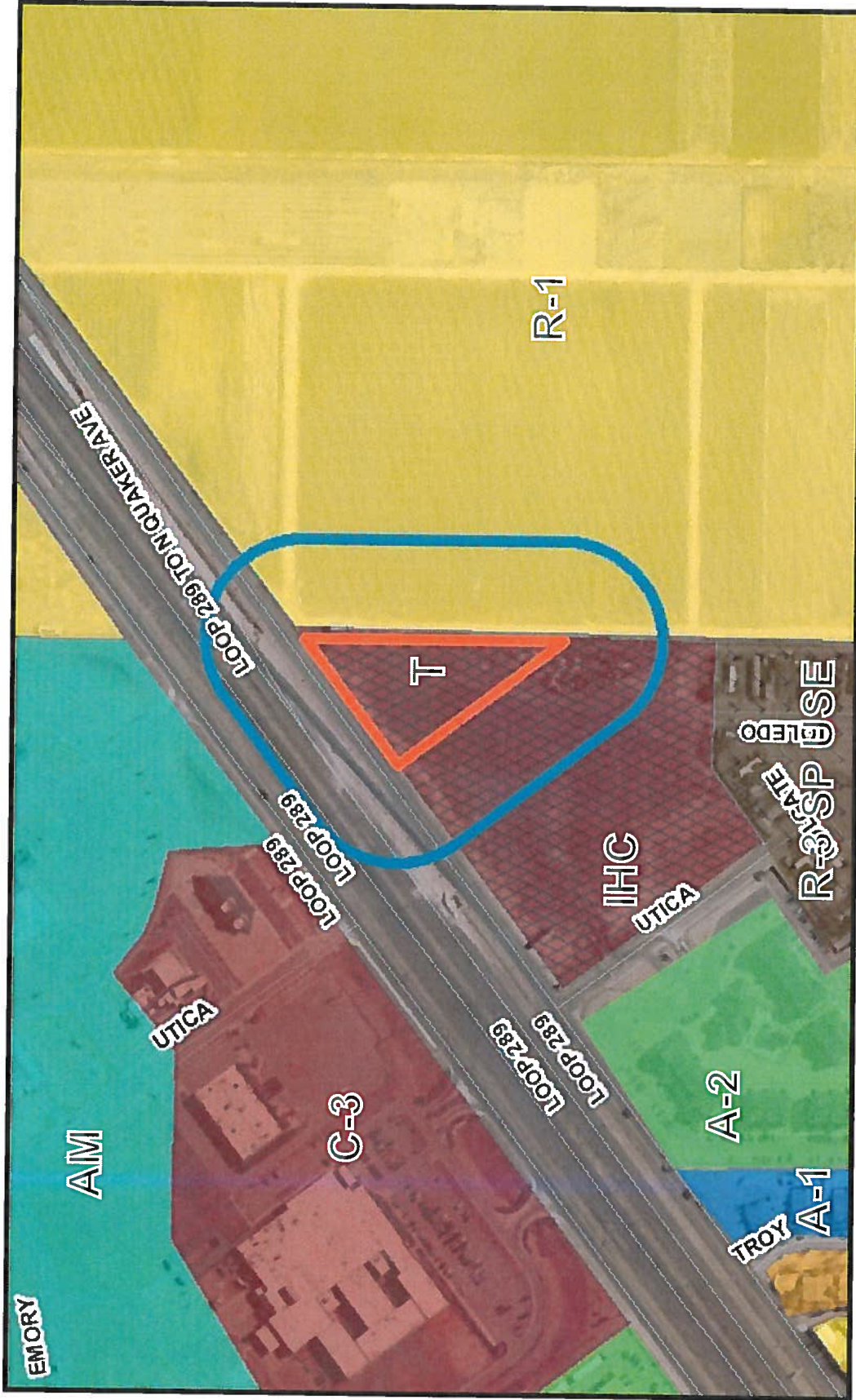


P.Z.C. Case 3095-C



P.Z.C. Case 3095-C

Request of Hugo Reed and Associates, Inc. (for Vasrim, Inc.) for a zoning change from A-3 to IHC for a hotel, 4601 North Loop 289



P.Z.C. Case 3095-C 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 Vasrim, Inc.
715 South Filmore Street
Street/Post Office Box
Amarillo, Texas 79101
City State Zip
806-206-4788
Telephone

Location or Address: South side of North Loop 289 approximately 700 feet northeast of North Utica Avenue

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: A-2

Acreage or Square Footage of Property: 1.7 acres

Zoning Requested: IHC

Proposed Development: Hotel

If property is not subdivided, will preliminary plat be submitted? Yes [X] No

Terry Holman
Applicant's Signature

February 8, 2014
Date

Filing Fee: \$478 (Vasrim #1005)
(\$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.

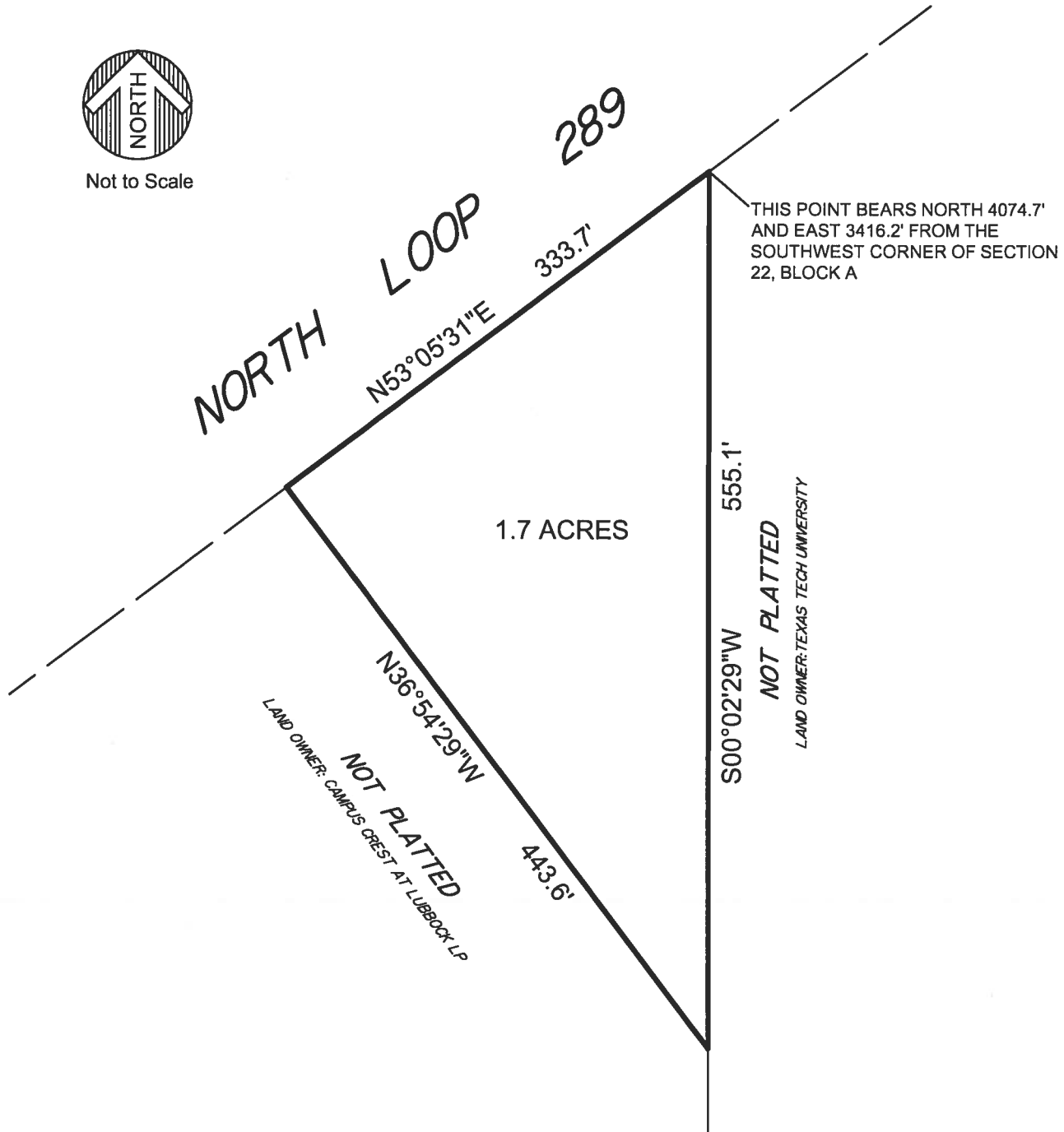
OK: 1005 pd For City Use Only MFB Map 9
Zone Case No.: 3095-C Agenda No.: 8
Request for zoning change from: A3 To: IHC

1.7 acres of land out of Block A Section 22
on Lot(s):
Subdivision:
Block(s):
Address: 4601 N 100P 289

PROPOSED IHC ZONING LOCATED IN SECTION 22, BLOCK A



Not to Scale

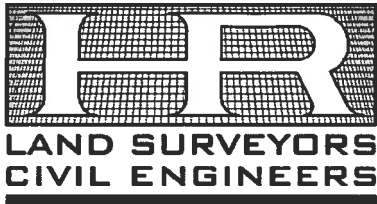


W.W.

FEBRUARY 07, 2014

608

HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS <small>TEXAS LICENSED SURVEYING FIRM 100676-00 TEXAS REGISTERED ENGINEERING FIRM F-760</small>	1601 AVENUE N LUBBOCK, TEXAS 79401 PHONE: 806 / 763-5642 FAX: 806 / 763-3891



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED IHC ZONING

METES AND BOUND DESCRIPTION of a 1.7 acre tract of land located in Section 22, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the Southeast right-of-way line of North Loop 289 for the Northeast corner of this tract which bears North an approximate distance of 4,074.7 feet and East an approximate distance of 3,416.2 feet from the Southwest corner of Section 22, Block A, Lubbock County, Texas;

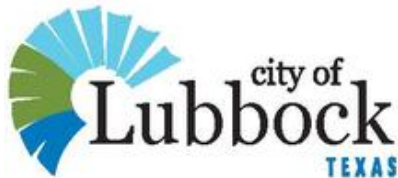
THENCE S. 00°02'29" W. an approximate distance of 555.1 feet to a point for the Southeast corner of this tract;

THENCE N. 36°54'29" W. an approximate distance of 443.6 feet to a point in the Southeast right-of-way line of said North Loop 289, for the Northwest corner of this tract;

THENCE N. 53°05'32" E., along said Southeast right-of-way line, an approximate distance of 333.7 feet to the Point of Beginning.

Contains: 74,014 square feet.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.



Regular City Council Meeting

6. 9.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3034-A, a request of Condray Design Group, for Lubbock Children’s Health Clinic, for a zoning change from C-2A and R-2 to AM Specific Use on Lots 5 through 9, SW McGaw Addition, 1702 and 1704 East 13th Street and 1703 East 14th Street, and consider an ordinance.

Item Summary

General comments:

The request of the proponent is a down zone from C-2A (restricted local retail) to AM Specific Use (Apartment Medical) for a children’s health clinic. The new district will allow the proposed use and will allow a reduction in the side and rear setbacks and parking, and not require the screening fence requirement.

Adjacent land uses:

- N - R-2 (vacant land).
- S - R-2 (vacant land).
- E - R-2 (house).
- W - C-2A (vacant land).

Comprehensive Land Use Plan (CLUP):

While the current CLUP outlines this area as low density residential, discussion during the C-2A zoning case included the fact that the change would amend the CLUP. This would be a minor change to the CLUP; however, the change is a down zone closer in line with the intended use of this area. If approved, please include a statement as a part of the motion to approve a minor change to the CLUP.

Zoning Policy:

While the area is targeted for residential use, it has remained vacant and does not appear this will change in the near future. The proposed change is a more residential friendly district which removes more intensive commercial uses and will be a positive alteration for this area.

Effect on the adjacent street and thoroughfare system:

MLK Jr. Boulevard is a designated thoroughfare. The proposed plan would add one additional curb cut off of MLK Jr. Boulevard and one additional curb cut on 14th Street. The effect on the thoroughfare system should be minimal.

Recommendations:

On March 6, 2014, the P&Z recommended the request with a vote of 5-0, with the following condition:

1. Tied to the proposed site plan and elevations, including the reduced setbacks, reduction in the number of parking stalls, the one curb cut on MLK Jr. Boulevard and waived screening fence on the north property line.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3034-A

Zone Case 3034-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. 3034-A; A ZONING CHANGE FROM C-2A AND R-2 TO AM SPECIFIC USE FOR REDUCED SETBACKS AND REDUCED PARKING STALLS, ON LOTS 5 THROUGH 9, SW MCGAW 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, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3034-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2A and R-2** to **AM Specific Use** for **reduced setbacks and reduced parking stalls** on **Lots 5 through 9, SW McGaw Addition**, City of Lubbock, Lubbock County, Texas, located at **1702 and 1704 East 13th Street and 1703 East 14th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone be tied to the proposed site plan and elevations, including the reduced setbacks, reduction in the number of parking stalls, the one curb cut on MLK Jr. Blvd. and waived screening fence on the north property line.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2A and R-2** 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 **1702 and 1704 East 13th Street and 1703 East 14th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



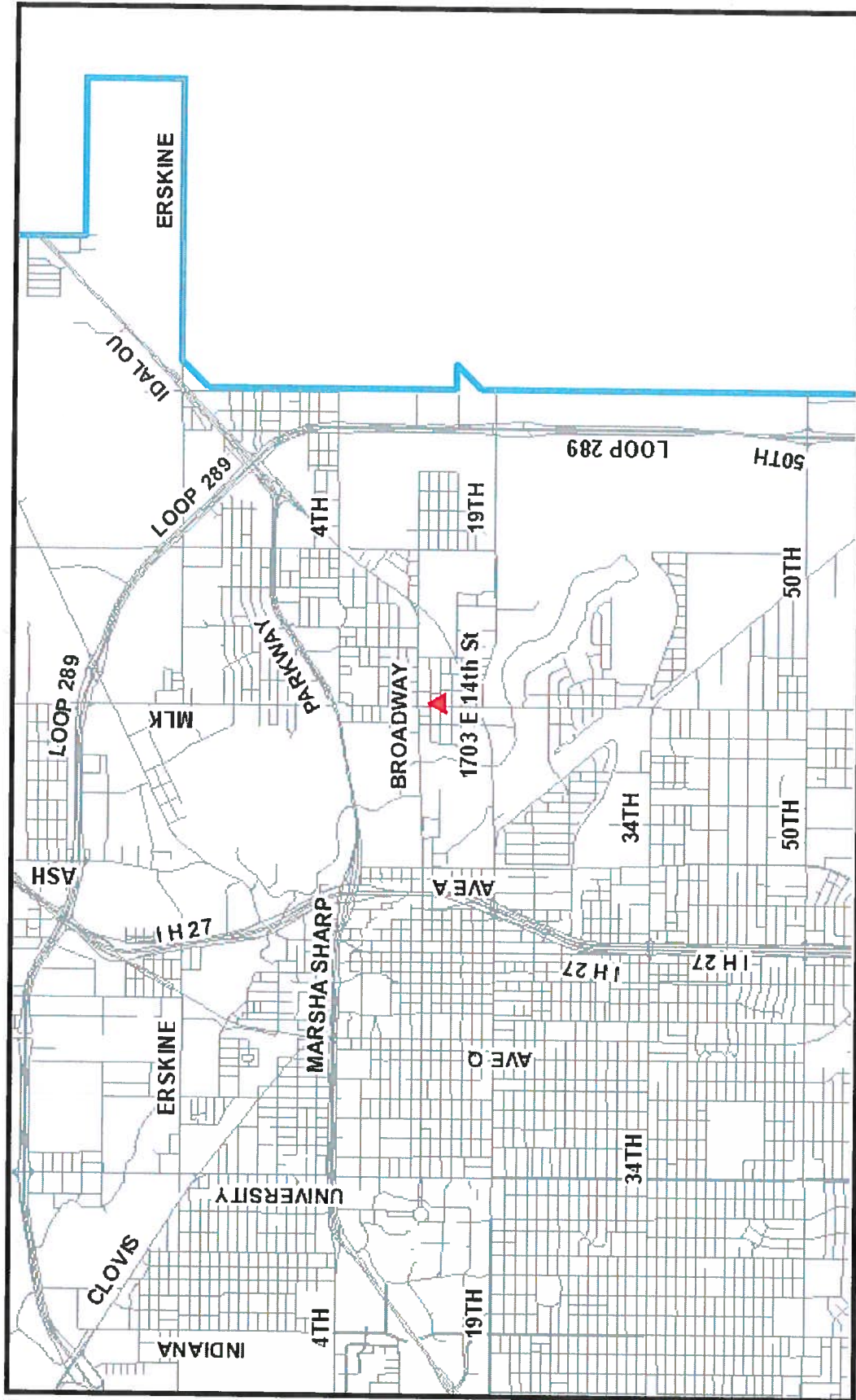
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

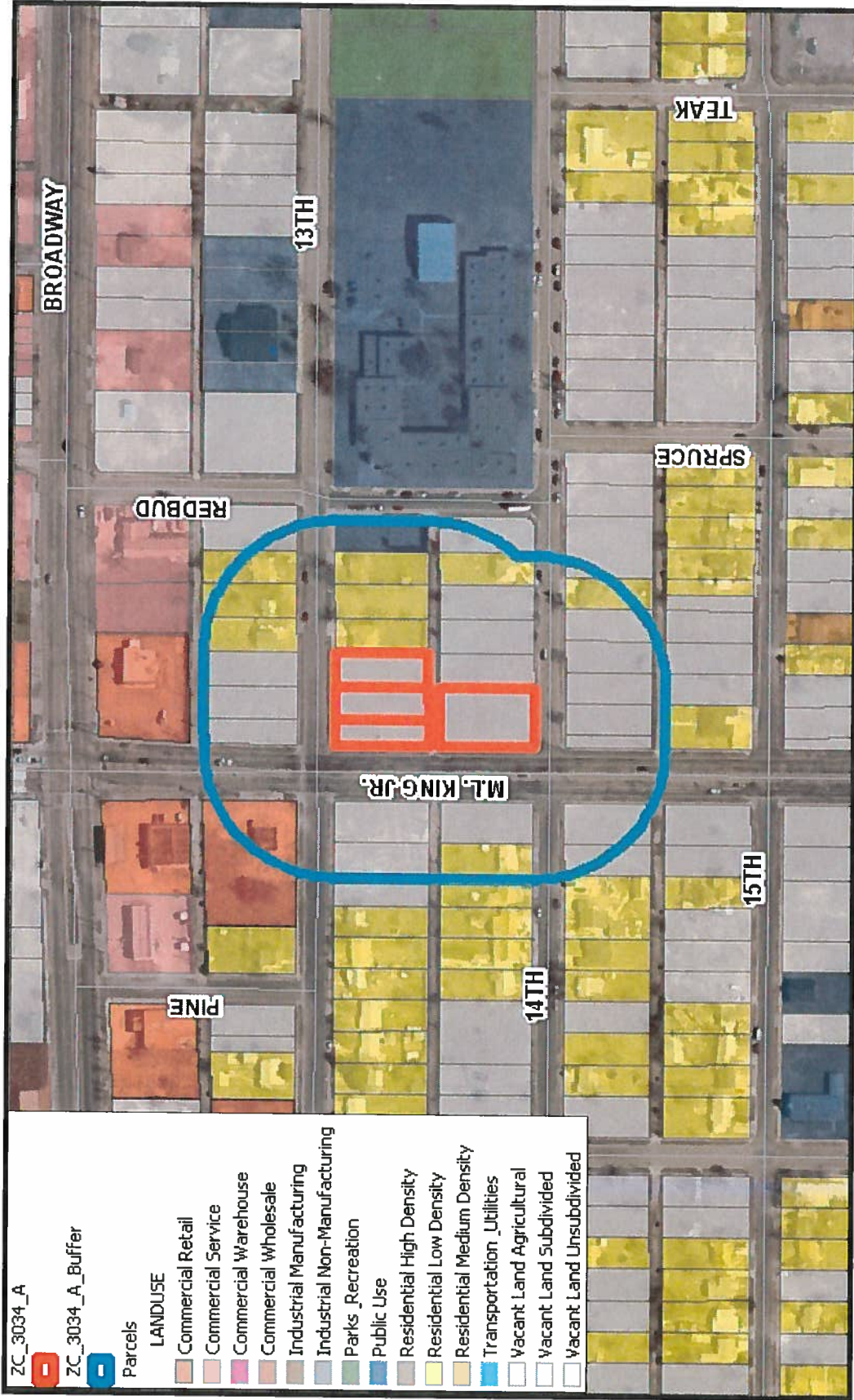


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3034-A
March 6, 2014

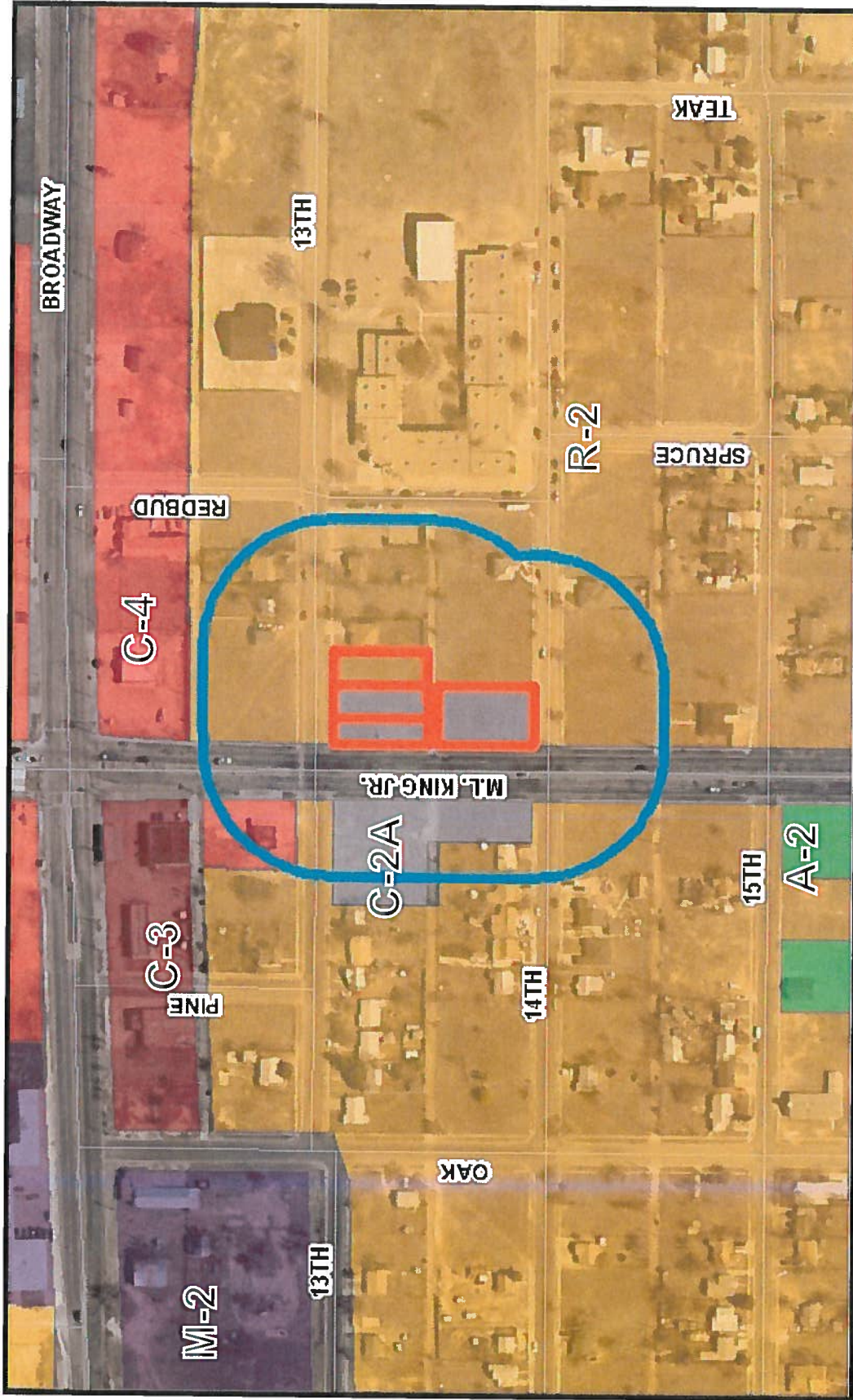


P.Z.C. Case 3034-A



P.Z.C. Case 3034-A

Request of Condray Design Group (for Lubbock Children's Health Clinic) for a zoning change from C-2A and R-2 to AM Specific Use, 1702 and 1704 East 13th Street and 1703 East 14th Street



P.Z.C. Case 3034-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

Country Design Group
1402 Ave. N
Lubbock, TX 79401
(800) 748-6190

For

Lubbock Children's Health Clinic
P.O. Box 12103
Lubbock, TX 79452
(800) 749-3800

Location or Address:

1704 E. 13th Street, Lubbock, TX 79403

Legal Description:*

S.W. McEwan Addition, Lots 5-9

Existing Land Use:

Vacant

Existing Zoning:

GA/R-2

Acreage or Square Footage of Property:

30,625 sq ft (.84 acres)

Zoning Requested:

"AM" Apartment-Medical District Specific Use

Proposed Development:

Children's Clinic

If property is not subdivided, will preliminary plat be submitted?

Yes No [checked]

Applicant's Signature

[Signature]

Date

2.7.14

Filing Fee:

\$165.00

(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only 38865 - 38868 map 15

Zone Case No.:

3034-A

Agenda No.:

9

Request for zoning change from:

C-2A, R-2

To:

AM specific use

on Lot(s):

5 through 9

Block(s):

Subdivision:

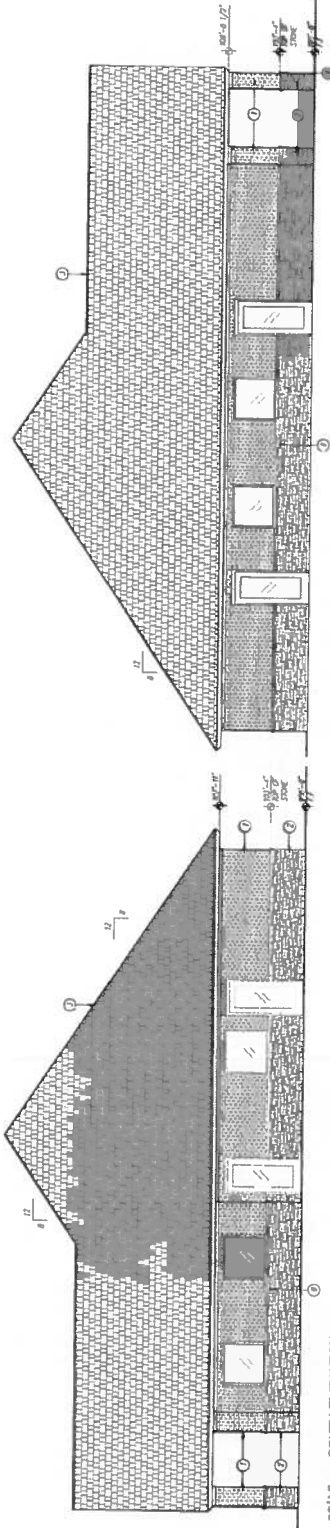
SW McEwan

Address:

1702 and 1704 E 13th St and 1703 E 14th St

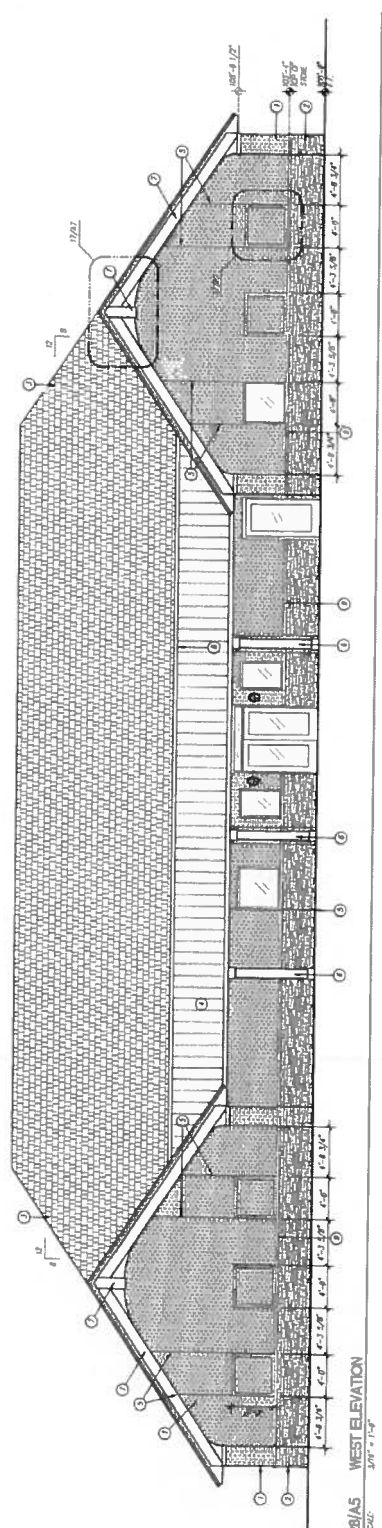
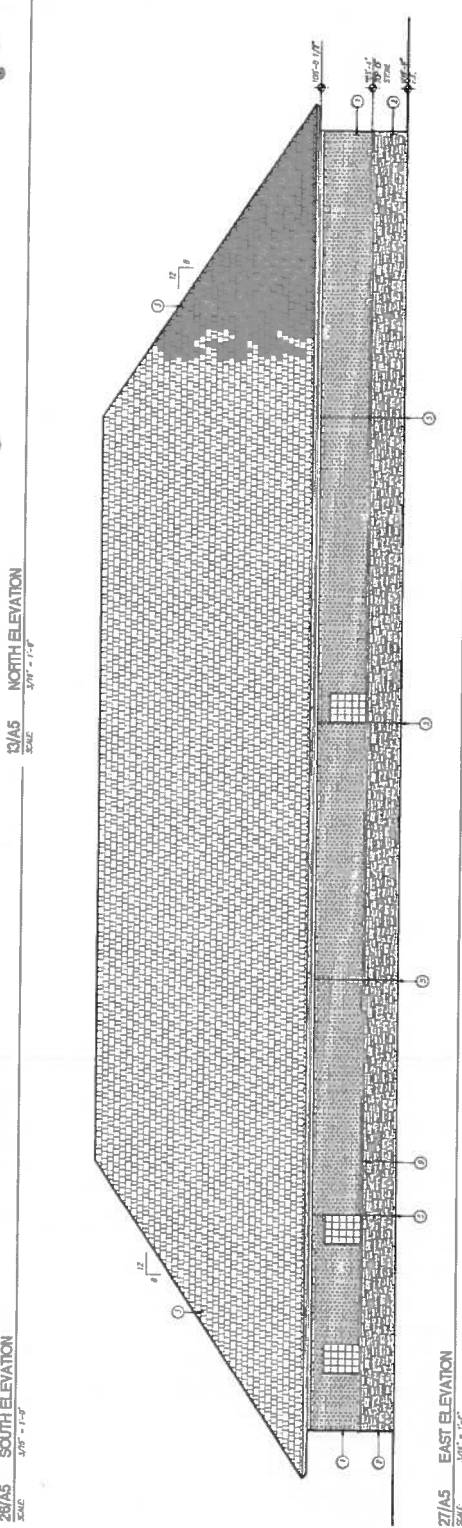
GENERAL NOTES

1) REFER TO ROOF PLAN AND LIFT FOR ROOF-ACCENTED ROOF.



KEYED NOTES

- KEYED BY: ○
- ① FANT FINIS AS SPECIFIED
 - ② STONE AS SPECIFIED
 - ③ COMPOSITE SHINGLE ROOF AS SPECIFIED
 - ④ METAL ROOF AS SPECIFIED
 - ⑤ CONTROL JUNT FOR 90° ANGLE ROOF AND 20/10:12
 - ⑥ BRICK SIMI COLOR CELESTIAL SURROUND
 - ⑦ ROOF SIMI COLOR CELESTIAL SURROUND
 - ⑧ 1/2\"/>



 CONDRAY ARCHITECTURE & INTERIORS 1402 AVENUE N LUBBOCK, TX 79401 804.748.6190 WWW.CONDRAY.COM		 BSI CONSULTING CONSULTING ENGINEERS 1402 AVENUE N LUBBOCK, TX 79401 804.748.6190 WWW.BSI-CONSULTING.COM		 BSA Electrical & Mechanical Consulting Engineers 1402 AVENUE N LUBBOCK, TX 79401 804.748.6190 WWW.BSA-ENGINEERS.COM	LUBBOCK CHILDREN'S HEALTH CLINIC NEW EAST CLINIC EAST 13TH STREET AND MARTIN LUTHER KING BLVD. LUBBOCK, TEXAS 79403	SHEET NO. A5 5 OF 10
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CONDRA
DESIGN GROUP
 ARCHITECTURE & INTERIORS
 1402 AVENUE N
 LUBBOCK, TX 79401
 806.748.6190
 WWW.CONDRADGROUP.COM

SEAL
 ARCHITECT
 STATE OF TEXAS
 NO. 12345

SEAL
 ENGINEER
 STATE OF TEXAS
 NO. 12345

SEAL
 LANDSCAPE ARCHITECT
 STATE OF TEXAS
 NO. 12345

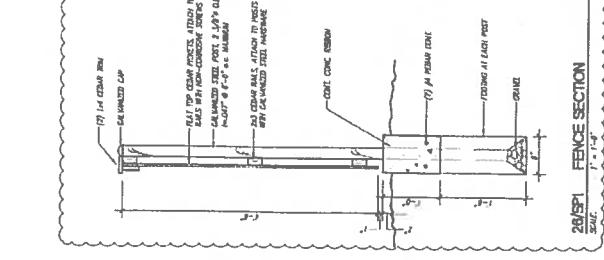
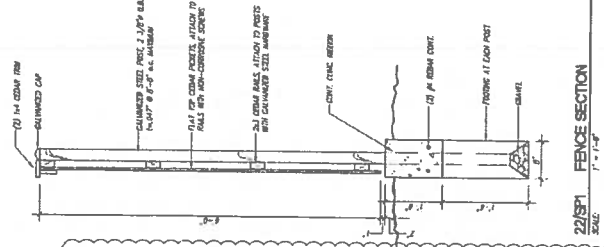
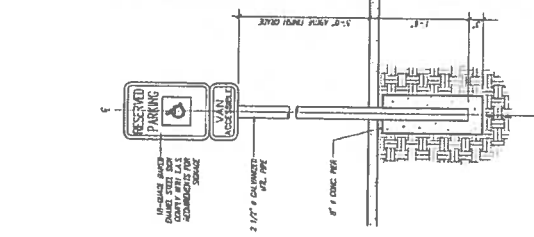
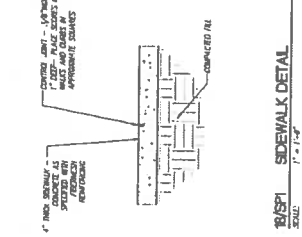
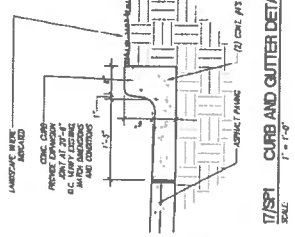
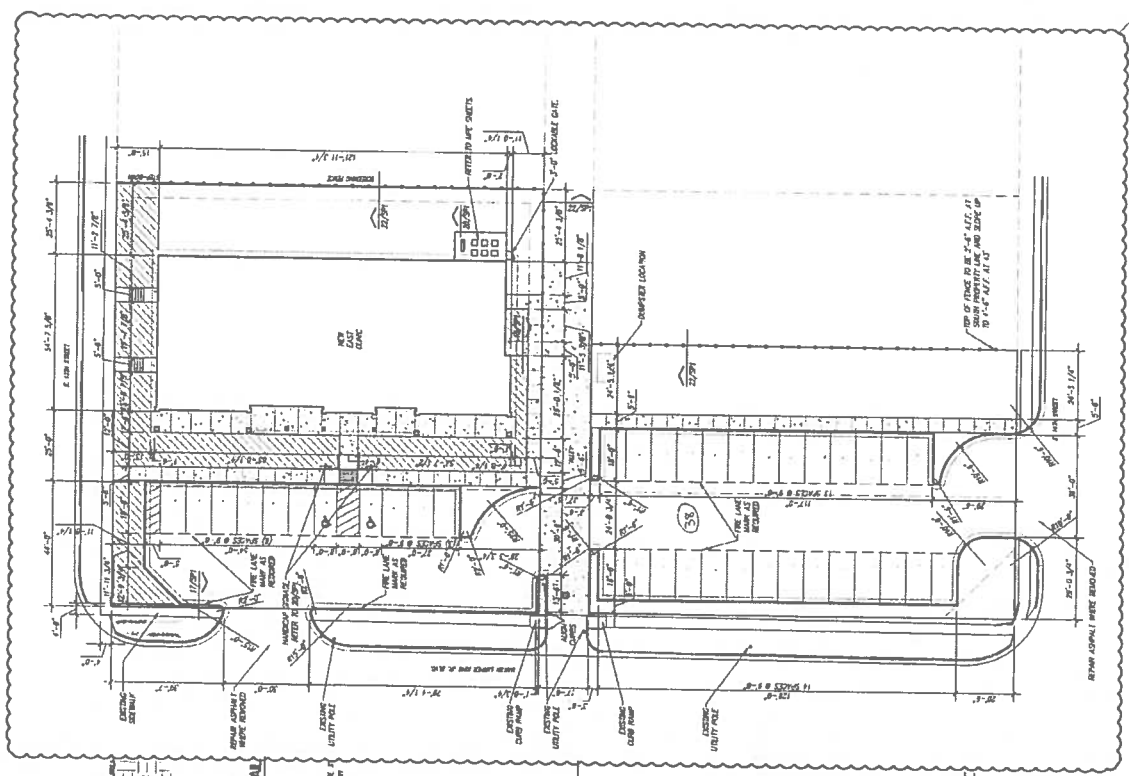
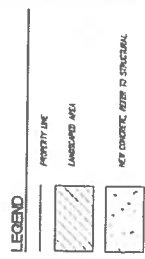
BSA
 Electrical & Non-electrical
 Consulting Engineers
 1402 Avenue N, Suite 200
 Lubbock, TX 79401
 Phone: 806.748.6190
 Fax: 806.748.6190

LUBBOCK CHILDREN'S HEALTH CLINIC
 NEW EAST CLINIC
 EAST 13TH STREET AND
 MARTIN LUTHER KING BLVD
 LUBBOCK, TEXAS 79403

DATE: 07/27/2014
 DRAWING NO.: 20/SP1

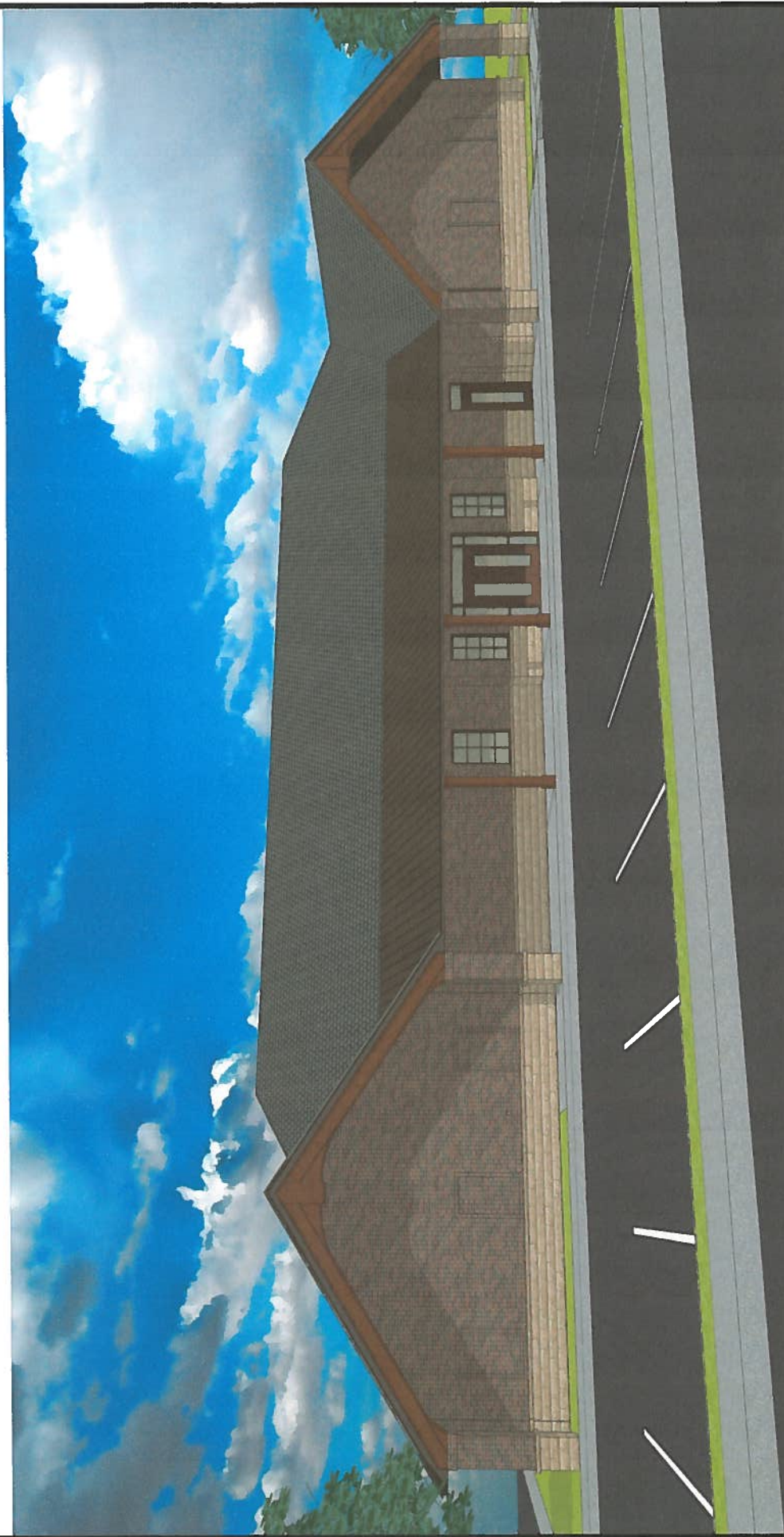
CONTRACT NO. 16/SP1
 SHEET NO. SP1
 OF 1

- GENERAL SITE PLAN NOTES**
- 1) ALL DIMENSIONS SHOWN ARE TO FACE OF BRICK, FACE OF CURB OR PROPERTY LINE UNLESS NOTED OTHERWISE.
 - 2) CONCRETE SHALL BE PLACED AND FINISHED TO THE FINISH SURFACE OF THE CURB.
 - 3) ALL CURB SHALL BE FINISHED TO THE FINISH SURFACE OF THE CURB.
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 - 19) ALL CURB SHALL BE FINISHED TO THE FINISH SURFACE OF THE CURB.
 - 20) ALL CURB SHALL BE FINISHED TO THE FINISH SURFACE OF THE CURB.



16/SP1 SITE PLAN
 SCALE: 1" = 30'-0"

ACCESSIBLE
 20/SP1 PARKING SIGNAGE
 SCALE: 1/2" = 1'-0"



January 2014

Lubbock Children's Health Clinic
13th & Martin Luther King Blvd.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

9

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.: 3034-A

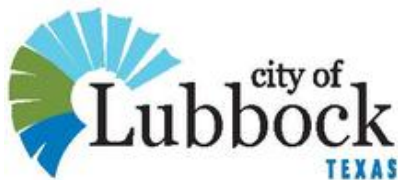
In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 05 REC'D
PLANNING DEPARTMENT

Print Name Fernando G. Romo
Signature: Fernando G. Romo
Address: 1711 E. 13th St Lubbock, Texas 794103
Address of Property Owned: 1711 E. 13th St.



Regular City Council Meeting

6. 10.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 1913-C, a request of Zac Garth, for Gene McGuire, for a zoning change from R-1 to Garden Office (GO) on 2.836 acres of unplatted land out of Block AK, Section 44, 2401 West Loop 289, and consider an ordinance.

Item Summary

General comments:

The request is for a zoning change from R-1 to GO for an office.

Adjacent land uses:

N: (AM Specific Use for a Motel) extended stay motel.

S: (A-1) apartments.

E: (A-1) duplexes.

W: (C-3) Loop 289, then vacant land.

Comprehensive Land Use Plan (CLUP):

Currently, the CLUP has medium to high density residential at this location. The CLUP is our guide and is an evolving plan that changes, because the City is a growing, changing, living body. The pocket left as R-1 which is proposed for GO should not be left as R-1. Residential zoning surrounded by apartments, commercial and west Loop 289 in such a small area, in staff's opinion, would not be the best use for the land. Currently, the CLUP does not distinguish between apartments or GO as a buffer district and is better suited for major thoroughfares than residential.

Zoning Policy:

The GO zoning district is intended to provide "compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses." With the adjacent land uses being apartments and duplexes, the addition of garden offices at this location will provide a needed buffer between the loop and residential zoning.

Effect on the adjacent street and thoroughfare system:

There should be no adverse effects on the thoroughfare system.

Recommendations:

On March 6, 2014, the P&Z Commission (P&Z) recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 1913-C

Zone Case 1913-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1913-C**; A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON **2.836 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 44**, 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. 1913-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **GO** zoning district on **2.836 acres of unplatted land out of Block AK, Section 44**, City of Lubbock, Lubbock County, Texas, located at **2401 West Loop 289**.

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:



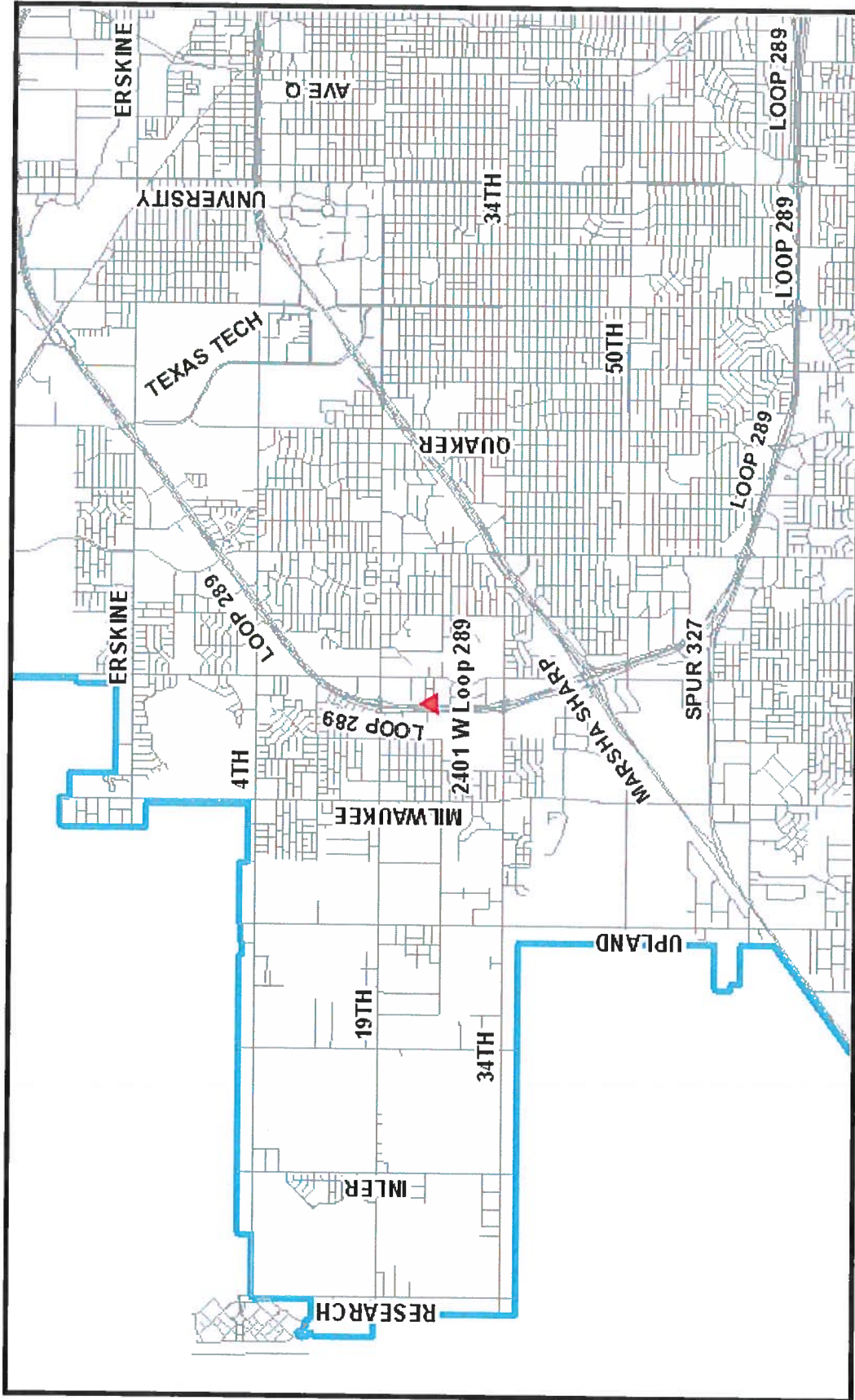
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

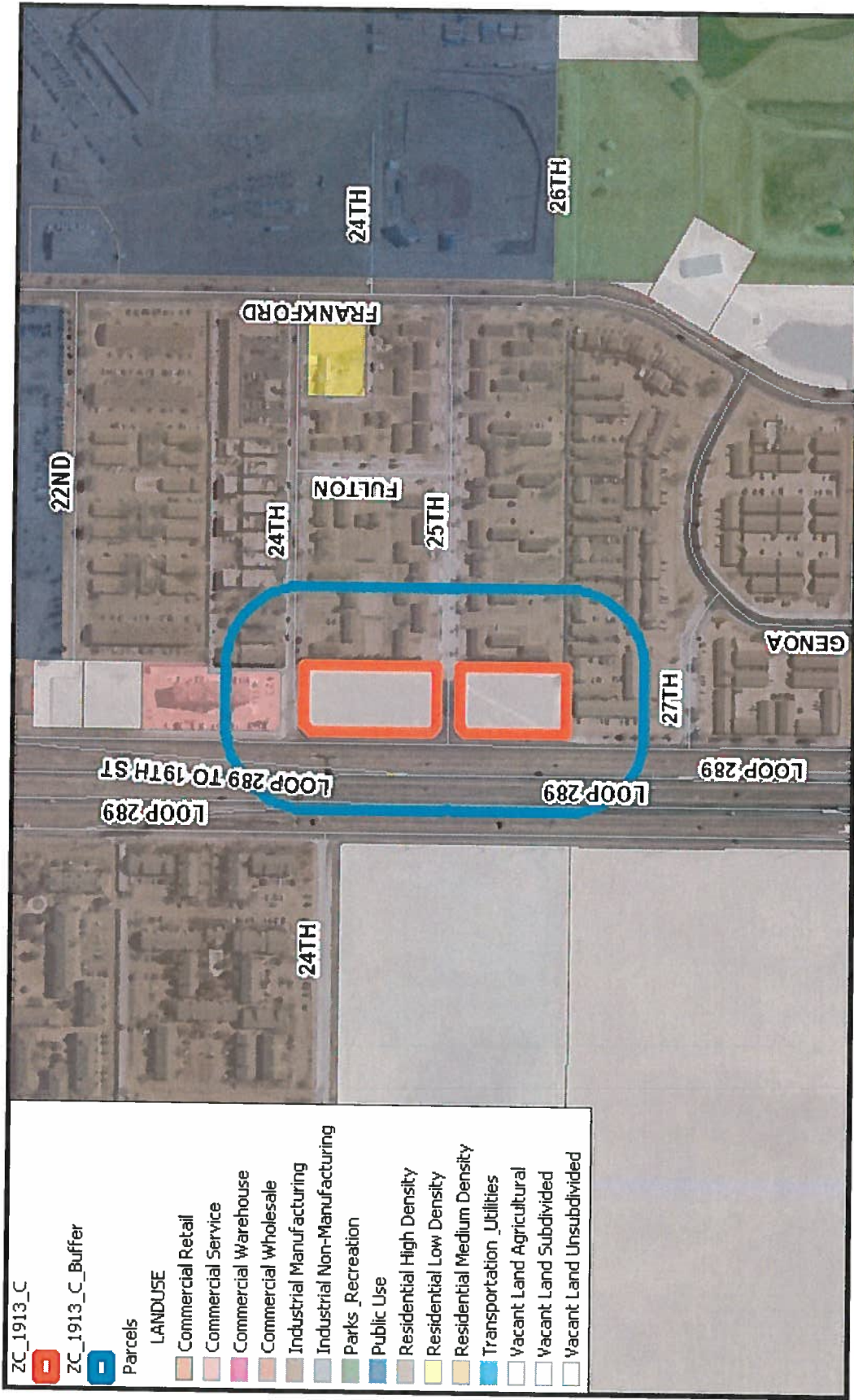


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC1913-C
March 6, 2014

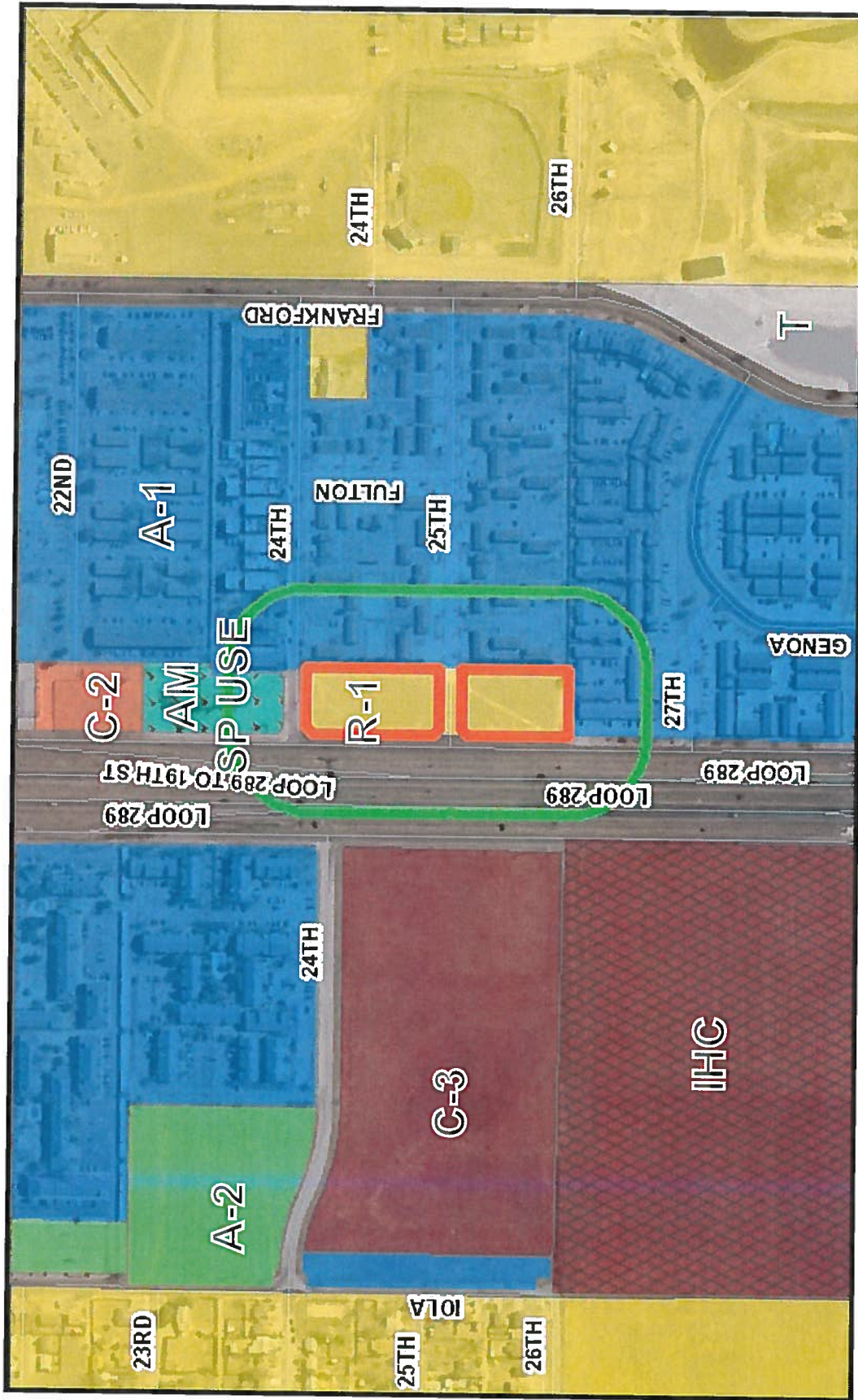


P.Z.C. Case 1913-C

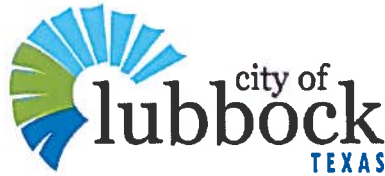


P.Z.C. Case 1913-C

Request of Zac Garth (for Gene McGuire) for a zoning change from R-1 to GO,
2401 West Loop 289



P.Z.C. Case 1913-C Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) ZAC GARTH (HUNN DESIGNS) For GENE McHUMME (EXLT PERMTH)
12402 SLIDE RD. 203 STC. 5102 60th STREET
Lubbock TX 79424 Lubbock TX 79414
(806) 794-6700 (806)

Location or Address: 2401 W LOOP 289 LUBBOCK TX.
Legal Description: BLK AK SEC 44 AB 1395 TR A ACS: 2.836
Existing Land Use: VACANT LOT Existing Zoning: R-1
Acres or Square Footage of Property: 1.4 ACRES
Zoning Requested: G-0 (GARDEN OFFICE)

Proposed Development: OFFICE BUILDING W/ ADDITIONAL LEASE SPACE, PLUS BLDG WITH PAVED SITE. (31000 SF) (2092 SF)

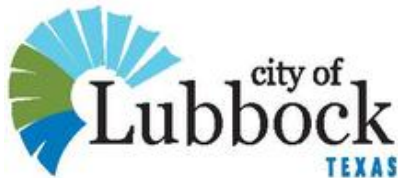
If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature ZAC GARTH Date 02/11/14

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 1102 MAP 23
Zone Case No.: M13-C Agenda No.: 12
Request for zoning change from: R1 To: G0

2.838 acres of unplatted land out of Block AK section 44
on Lot(s): Block(s):
Subdivision: Address: 2401 W LOOP 289

SR



Regular City Council Meeting

6. 11.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3226, a request of West Texas Engineering, LLC, for Asher Logistics, for a zoning change from M-1 to M-2 Limited to sand storage silos and all unconditionally permitted M-1 uses on 42.68 acres of unplatted land out of Block E, Section 1, between 63rd Street and 65th Street and between Elm Avenue and MLK Jr. Boulevard, and consider an ordinance.

Item Summary

General comments:

The applicant has requested a change from M-1 to M-2 limited to a sand storage silo and all unconditionally permitted M-1 uses.

Adjacent land uses:

The entire area surrounding the subject property is zone industrial; M-1 to the north, west, and south, and M-2 to the east.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Although the CLUP does not distinguish between light and heavy industrial, generally zoning policy would not mix light and heavy industrial uses. However, the request is only adding one use, staff supports the request.

Effect on the adjacent street and thoroughfare system:

As with any new use, there will be additional traffic from the site. Overall there is little to no impact on the thoroughfare system.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following condition:

1. Limited to sand storage silos and all unconditionally permitted M-1 uses.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

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. 3226**; A ZONING CHANGE FROM **M-1** TO **M-2** ZONING DISTRICT LIMITED TO **SAND STORAGE SILOS AND ALL UNCONDITIONALLY PERMITTED M-1 USES**, ON **42.68 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 1**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3226

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 **limited to sand storage silos and all unconditionally permitted M-1 uses** on **42.68 acres of unplatted land out of Block E, Section 1**, City of Lubbock, Lubbock County, Texas, located at **between 63rd Street and 65th Street and between Elm Avenue and Martin Luther King Jr.**, subject to conditions and being further described as follows:

METS AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the use be limited to sand storage silos and all unconditionally permitted M-1 uses.**

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:



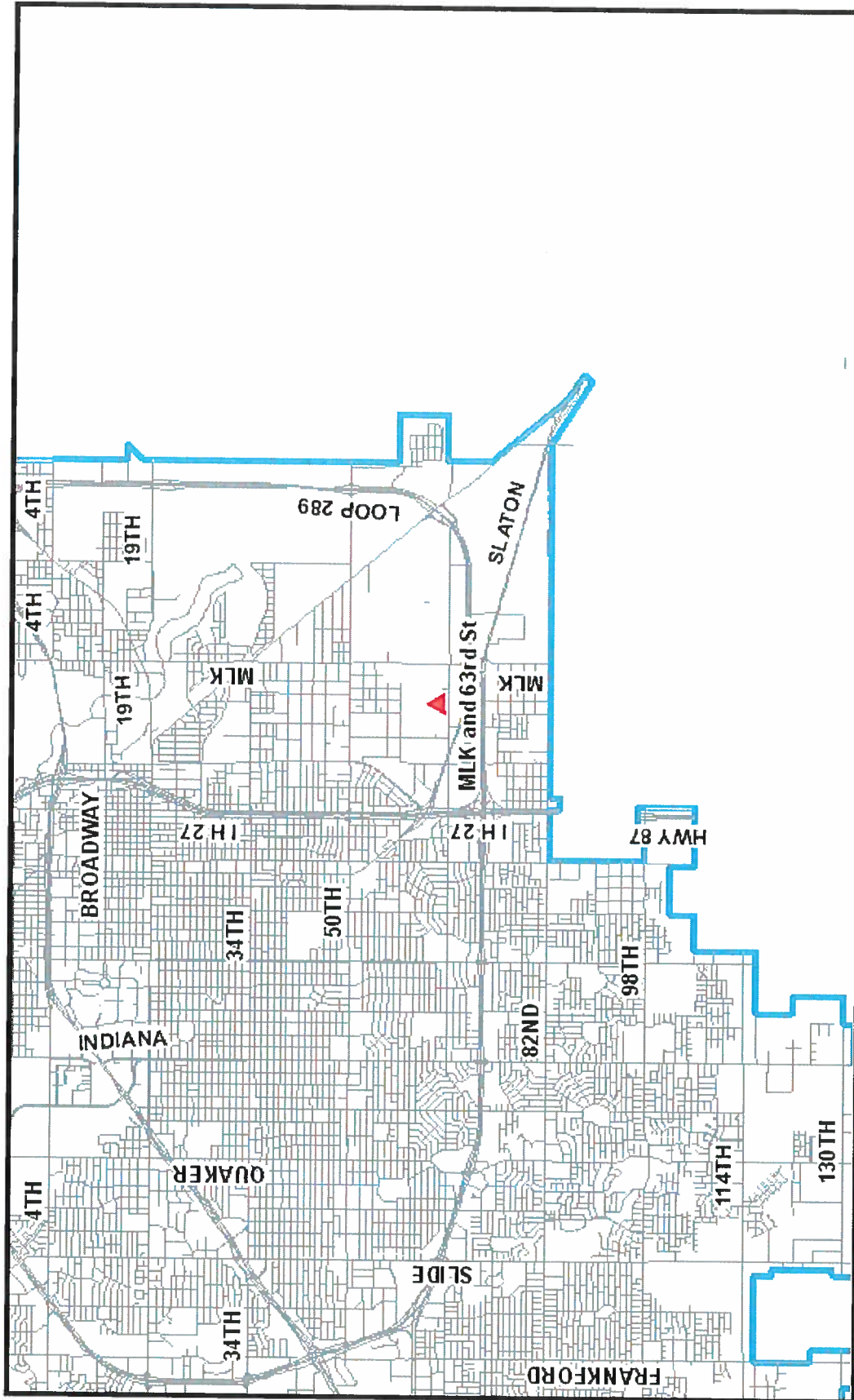
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

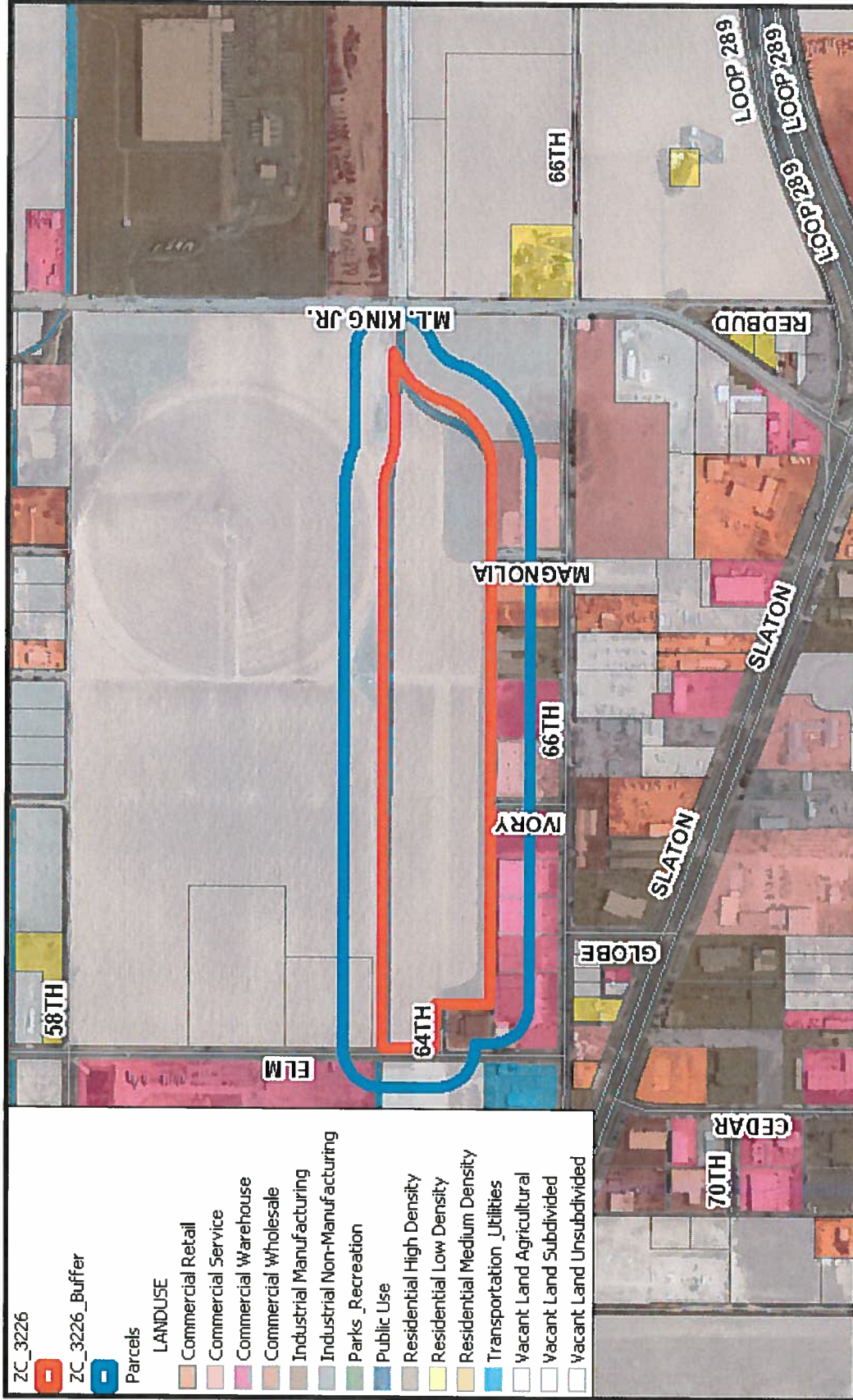


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3226
March 12, 2014

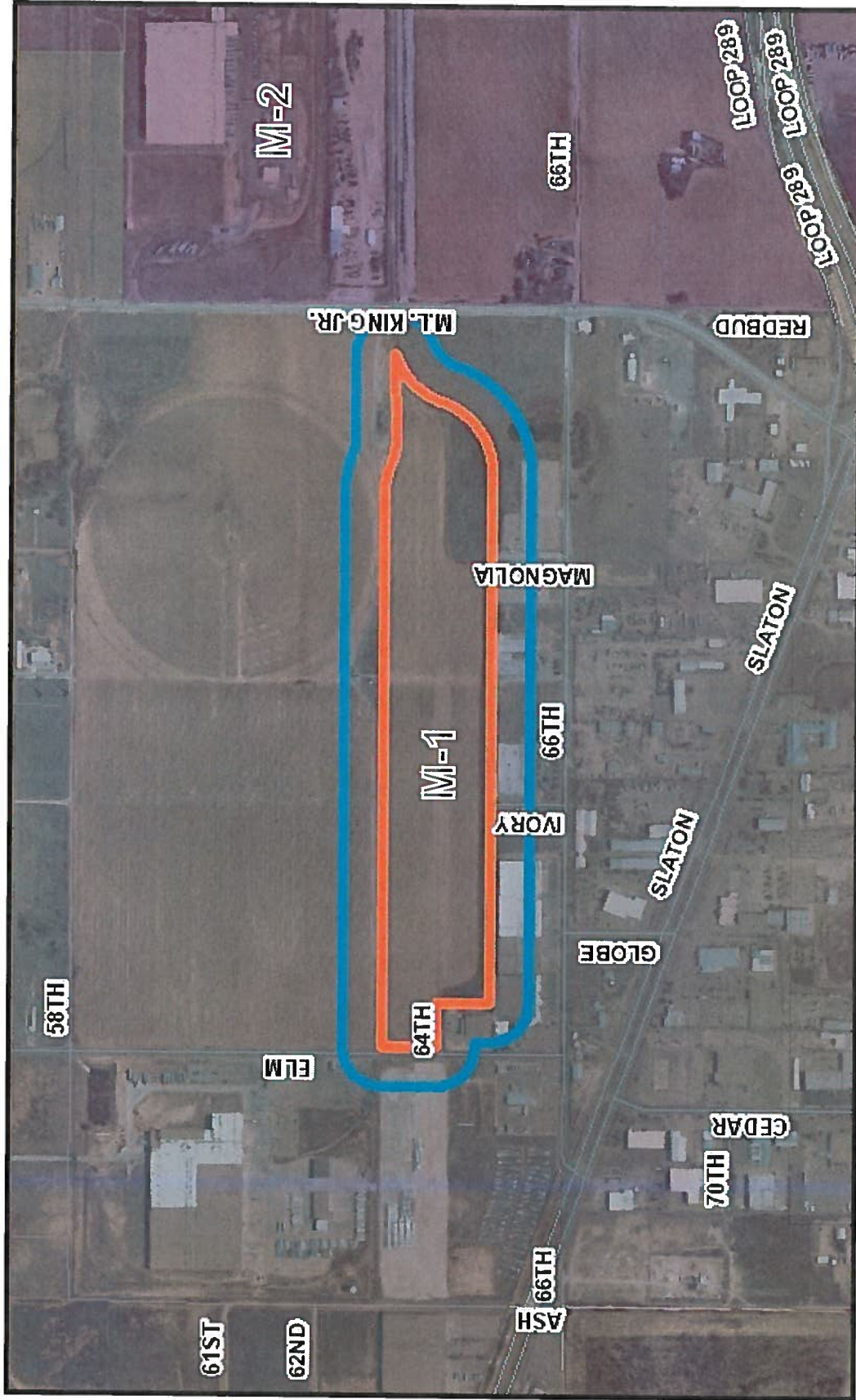


P.Z.C. Case 3226



P.Z.C. Case 3226

Request of West Texas Engineering, LLC (for Asher Logistics) for a zoning change from M-1 to M-2, between 63rd Street and 65th Street and between Elm Avenue and Martin Luther King Jr. Boulevard



P.Z.C. Case 3226 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant: West Texas Engineering, LLC
(Please Print)
13105 CR 1820
Street/Post Office Box
Lubbock Texas 79424
City State Zip
(806) 687-2552
Telephone

For: Asher Logistics
6201 Martin Luther King, Jr. Blvd
Street/Post Office Box
Lubbock Texas 79404
City State Zip
(806) 786-3214
Telephone

Location or Address: Between 63rd and 65th Street and between Elm Avenue and MLK Blvd

Legal Description: Section 1, Block E, Tract 3

Existing Land Use: Vacant Existing Zoning: M-1

Acreage or Square Footage of Property: 42.68 Acres

Zoning Requested: M-2 (Heavy Manufacturing) District

Proposed Development: New truck silos and ticket office

If property is not subdivided, will preliminary plat be submitted? Yes X No

Applicant's Signature: [Handwritten Signature]

Date: 2-11-14

Filing Fee: \$601.00
(\$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 M+B M 9 P 5

Zone Case No.: 3227 3226

Agenda No.: 13

Request for zoning change from: M-1

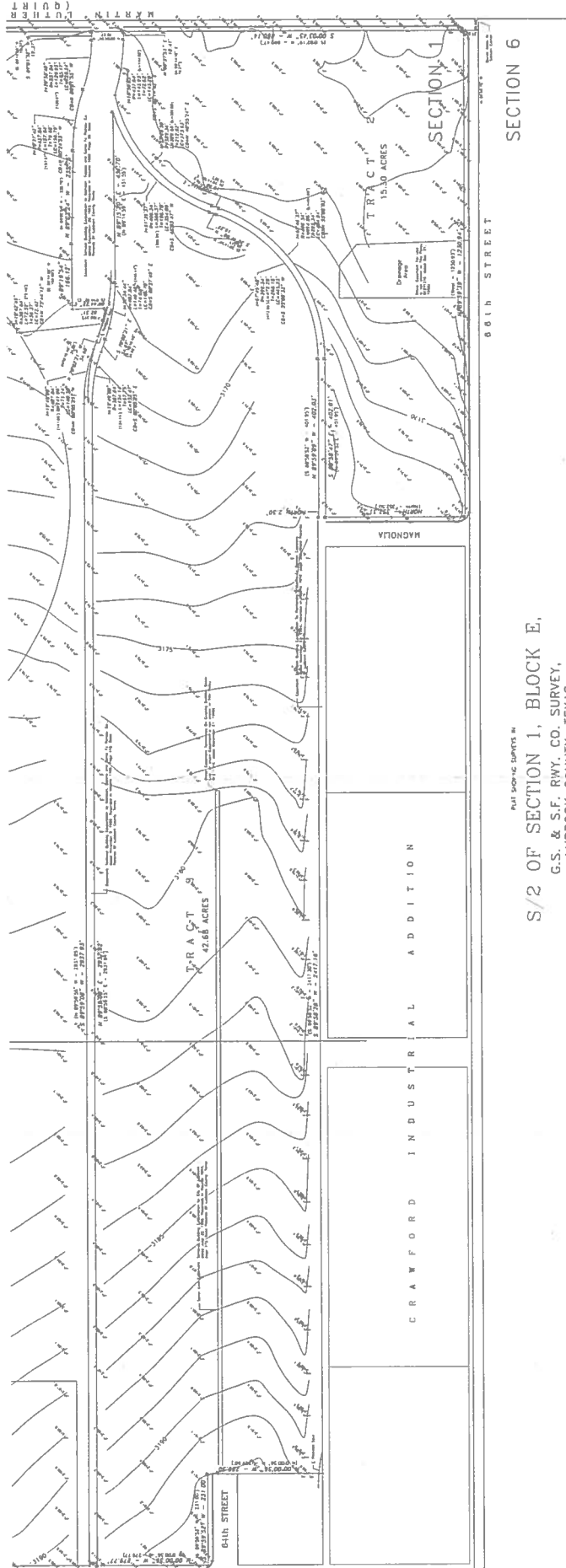
To: M-2

42.69 acres of unplatted land out of Block E, Section 1

on Lot(s): Block(s):

Subdivision: Address: Between 63rd St and 65th St
Between MLK Blvd and Elm Ave

SK



SECTION 6

FULL SURVEY REPORTS BY
 S/2 OF SECTION 1, BLOCK E,
 G.S. & S.F. R.WY. CO. SURVEY,
 LUBBOCK COUNTY, TEXAS.
 SURVEYED: May 27 & June 10, 1999

THENCE N. 20°14'58" E. along the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 19.33 feet to a 1/2" x 24" Iron rod set, the beginning of a curve to the right whose center bears S. 69°45'01" E. 389.34 feet;

THENCE Northeasterly along said curve to the right, same being the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track an arc distance of 389.69 feet to a 1/2" x 24" Iron rod set for a point of reverse curve whose center bears N. 18°06'48" E. 437.84 feet;

THENCE Southeasterly along said curve, same being the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, an arc distance of 144.02 feet to a 1/2" x 24" Iron rod set for the end of said curve;

THENCE N. 89°14'16" E. along the South R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 18.27 feet to a 1/2" x 24" Iron rod set in the West R.O.W. line of Quirt Avenue, for a corner of this tract;

THENCE S. 0°02'19" W. along the West R.O.W. line of Quirt Avenue, 860.47 feet to the BEGINNING CORNER of this tract.

TRACT 3

Vic's Tract

A tract of land out of the South 1/2 of Section 1, Block E, Original Grantee, G.S. & S.F. Railway Company, Lubbock County, Texas, and being further described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Section 1, Block E;

THENCE N. 0°02'19" E. along the East line of said Section 1, 928.36 feet to a point;

THENCE S. 89°14'59" W. 232.70 feet to a 1/2" x 24" Iron rod set on a curve to the left whose center bears S. 18°06'21" E. 408.34 feet to the BEGINNING CORNER of this tract;

THENCE Southwesterly along said curve to the left, same being the Northerly R.O.W. line of a A.T. & S.F. Railway Company Industrial Lead Track, an arc distance of 366.26 feet to a 1/2" x 24" Iron rod set for the end of said curve;

THENCE S. 20°14'58" W. along the Northerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 19.33 feet to a 1/2" x 24" Iron rod set for the beginning of a curve to the right whose center bears N. 69°45'01" W. 389.34 feet;

THENCE Southwesterly along said curve to the right, same being the Northerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, an arc distance of 473.96 feet to a 1/2" x 24" Iron rod set for a corner of this tract;

THENCE S. 89°59'52" W. along the North R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 401.95 feet to a line 1/2" x 24" Iron rod set for a corner of this tract;

THENCE North along the East R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 2.5 feet to a 1/2" x 24" Iron rod set for a corner of this tract;

THENCE S. 89°59'52" W. along the North R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 2417.30 feet to a 1/2" x 24" Iron rod set for a corner of this tract, same being the Southeast corner of Lot 3, Block 7, Third Installment Crawford Industrial Addition;

THENCE N. 0°00'56" W. along the East line of said Lot 3, Block 7 and 64th Street, 289.50 feet to a 1/2" x 24" Iron rod set for a corner of this tract, same being the Northeast corner of Third Installment Crawford Industrial Addition;

THENCE S. 89°59'52" W. along the North line of 64th Street as platted in Third Installment Crawford Industrial Addition, 231.0 feet to a 1/2" x 24" Iron rod set for a corner of this tract, same being the East R.O.W. line of Elm Avenue;

THENCE N. 0°00'56" W. along the East R.O.W. line of Elm Avenue, 279.77 feet to a 1/2" x 24" Iron rod set in the South R.O.W. line of a A.T. & S.F. Railway Company Industrial Lead Track, a corner of this tract;

THENCE S. 89°59'55" E. along the South R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 2937.84 feet to a 1/2" x 24" Iron rod set for the beginning of a curve to the right whose center bears S. 0°00'05" W. 387.84 feet;

THENCE Southeasterly along said curve to the right, same being the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, an arc distance of 134.14 feet to a 1/2" x 24" Iron rod set for the end of said curve;

THENCE S. 70°10'48" E. along the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 34.92 feet to a 1/2" x 24" Iron rod set for the beginning of a curve to the left whose center bears N. 19°49'05" E. 407.84 feet;

THENCE Southeasterly along said curve to the left, same being the Southerly R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, an arc distance of 146.41 feet to a 1/2" x 24" Iron rod set for the end of said curve;

THENCE N. 89°14'59" E. along the South R.O.W. line of said A.T. & S.F. Railway Company Industrial Lead Track, 431.55 feet to the BEGINNING CORNER of this tract.

TRACT 4

A tract of land out of the South 1/2 of Section 1, Block E, Original Grantee, G.C. & S.F. Railway Company, Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Section 1, Block E;

THENCE N. 0°02'19" along the East line of said Section 1, 978.36 feet to a point;

THENCE S. 89°14'59" W. 30.0 feet to a 1/2" x 24" Iron rod set in the West R.O.W. of Quirt Avenue and the North R.O.W. line of the A.T. & S.F. Railway Company, the Southeast and BEGINNING CORNER of this tract;

THENCE continue S. 89°14'59" W. along the North R.O.W. line of said A.T. & S.F. Railway Company 18.37 feet to a 1/2" x 24" Iron rod set for the beginning of a curve to the right whose center bears N. 0°45'01" W. 367.84 feet;

THENCE Northwesterly along said curve to the right, same being the Northerly R.O.W. line of said A.T. & S.F. Railway Company an arc distance of 128.87 feet to a 1/2" x 24" Iron rod set for a point of a reverse curve, whose center bears S. 19°52'59" W. 437.84 feet;

THENCE Northwesterly along said curve, same being the Northerly R.O.W. line of said A.T. & S.F. Railway Company, an arc distance of 157.67 feet to a 1/2" x 24" Iron rod set for the end of said curve;

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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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.: 3226

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 24 REC'D
PLANNING DEPARTMENT

Print Name Robert Lacy
Signature: [Handwritten Signature]
Address: 2901 Ave A
Address of Property Owned: 6411 Elm Avenue & 6311 Elm Avenue

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

13

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.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3226

In Favor of

Opposed

Reasons and/or Comments:

SEE ATTACHED LETTER

RECEIVED
MAR 04 REC'D
PLANNING DEPARTMENT

Print Name GORDON WILKERSON (FOR WILKERSON INVESTMENT CO. AND WILKERSON COMPANY)

Signature: Gordon Wilkerson

Address: P.O. Box 2525, Lubbock, TX 79408

Address of Property Owned: SWAGGART PROPERTY, 502 E. 64TH, 501 E. 66TH, 515-537 EAST 64TH

13

Wilkerson

PROPERTIES INC.

Commercial & Industrial
Development, Management & Brokerage

March 4, 2014

Secretary
Planning and Zoning Commission
C/o Planning Department
P. O. Box 2000
Lubbock, TX 79457

RECEIVED
MAR 04 REC'D
PLANNING DEPARTMENT

Re: P & Z Case No. 3226

Dear Members of the Commission:

I am a partner representing Wilkerson Investment Co., owners of the 42.68 acre tract leased to Asher Logistics which is the subject of this zone case.

Wilkerson Investment Co. opposes the request to change zoning from M-1 to M-2. M-2 zoning would allow uses that could be significantly detrimental to values on developed and vacant property adjacent to this tract we own. We own approximately 150 acres adjacent to this tract to the north. M-2 zoning is not in keeping with our overall development plans for the parcel.

After receiving notice of the zone change request, I had follow up discussions with Victor Roden of West Texas Engineering, LLC, who is handling the zone case for Asher Logistics. Victor told me that he has modified the request for zone change to: "M-2 limited to storage silos for sand and all permitted M-1 uses." If the zone change request has been modified as stated in the previous sentence, we have no opposition.

Thank you for your consideration of these comments. We appreciate your service to the City of Lubbock.

Sincerely,



Gordon Wilkerson

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(B)

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.: 3226

In Favor of

Opposed

RECEIVED

MAR 04 REC'D

PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Audra Wagner Smith

Signature: Andrew Smith

Address: 925 E 66th St Lubbock, TX 79404

Address of Property Owned: 925 E 66th St. Lubbock, TX 79404

4 of 8

Zone Case Number: 3226

14130

PB&A INVESTMENTS LLC

1349 W 42ND ST

ODESSA

TX 79764-4084

13

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.: 3226

In Favor of

Opposed X

RECEIVED
MAR 05 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

SunGold Foods Inc. is a food manufacturing company. Statutes are established by FDA as well as the new Food Safety Management Act (FSMA) that we must abide by. Several industries that would be allowed under the M2 zone change would be detrimental to SunGold Foods Inc.

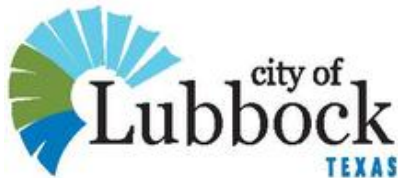
SunGold Foods Inc is opposed to the change from M1 to M2 due to the lack of information on intent of Asher Logistics usage as well as what the future usage could be.

Print Name Mike Williams / General Manager

Signature: *Mike Williams*

Address: _____

Address of Property Owned: 901 E. 66th St. Lubbock, TX 79404



Regular City Council Meeting

6. 12.

Meeting Date: 03/27/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3227, a request of Keith McNeese, for Purple Tie Limo, for a zoning change from C-3 to C-4 limited to car rental, limo service, all vehicles to be stored inside, and all unconditional C-3 uses on Lots 3 and 4, Block 1, Lisemby Addition, 2605 and 2607 34th Street, and consider an ordinance.

Item Summary

General comments:

The request is to change the zoning from C-3 to C-4 Limited to a car rental service (limo service) and all unconditionally permitted C-3 uses.

Adjacent land uses:

34th Street to the east and west is all zoned commercial and is primarily retail. To the south this property backs up to single family residential.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Although C-4 is reserved for locations along a state highway, the request for a single use as limited as a limo and car rental service fits in with the intent of the ordinance.

Effect on the adjacent street and thoroughfare system:

There should be little to no impact on the thoroughfare system as this is a renovation of an existing building.

Recommendations:

On March 6, 2014, the Planning & Zoning Commission (P&Z) recommended the request with a vote of 5-0, with the following conditions:

1. Limited to a car rental (limo service) and all unconditionally permitted C-3 uses.
2. That a 6 feet wood or masonry screening fence shall be required on the south property line.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

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. 3227**; A ZONING CHANGE FROM **C-3 TO C-4** ZONING DISTRICT LIMITED TO **CAR RENTAL ON LOTS 3 AND 4, BLOCK 1, LISEMBY ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3227

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-3 to C-4** zoning district **limited to car rental on Lots 3 and 4, Block 1, Lisemby Addition**, City of Lubbock, Lubbock County, Texas, located at **2605 and 2607 34th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the use be limited to a car rental (limo service) and all unconditionally permitted C-3 uses.**
2. **THAT all vehicles shall be stored inside overnight.**
3. **THAT a 6 foot wood or masonry screening fence shall be required on the south property line.**

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:



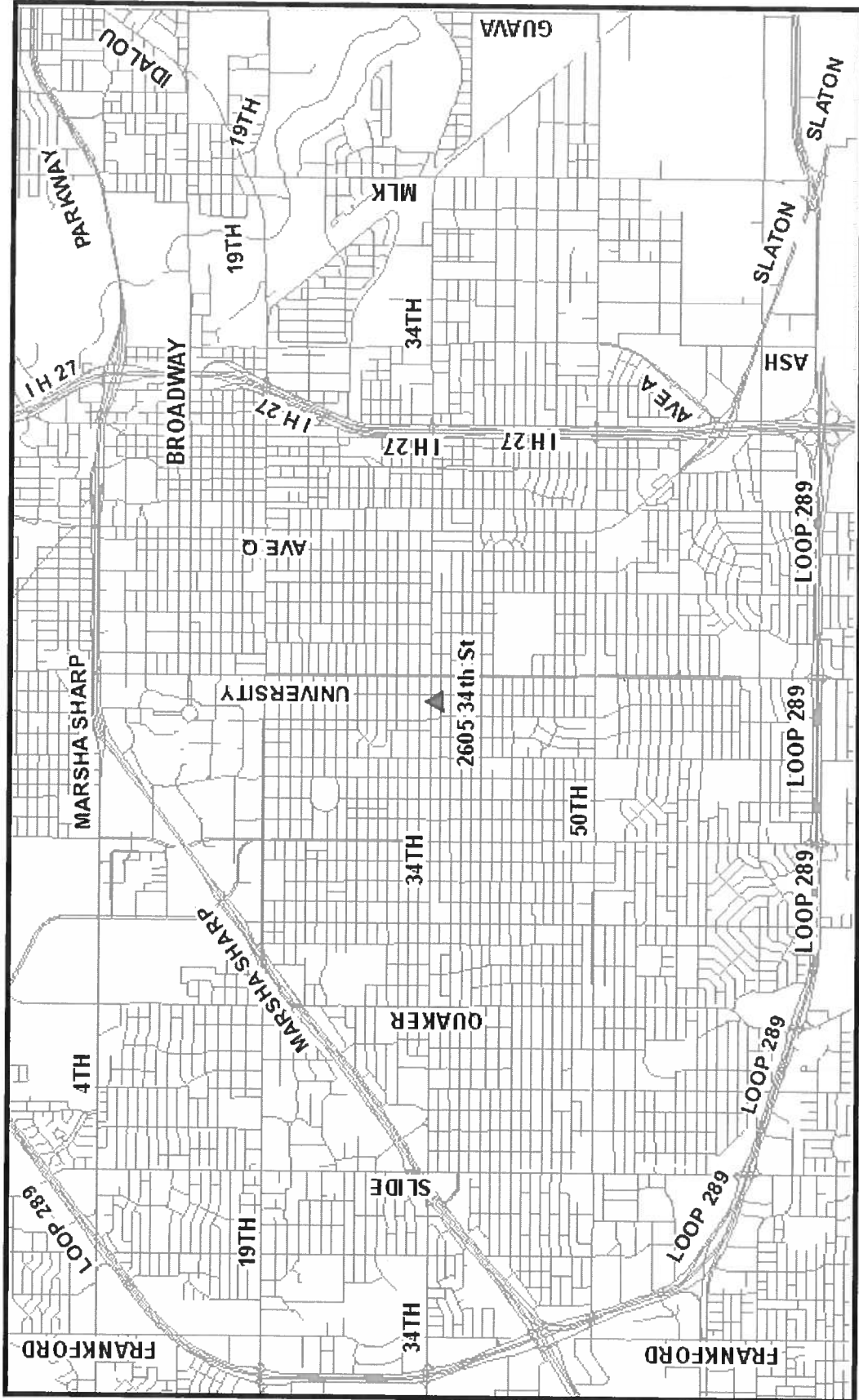
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

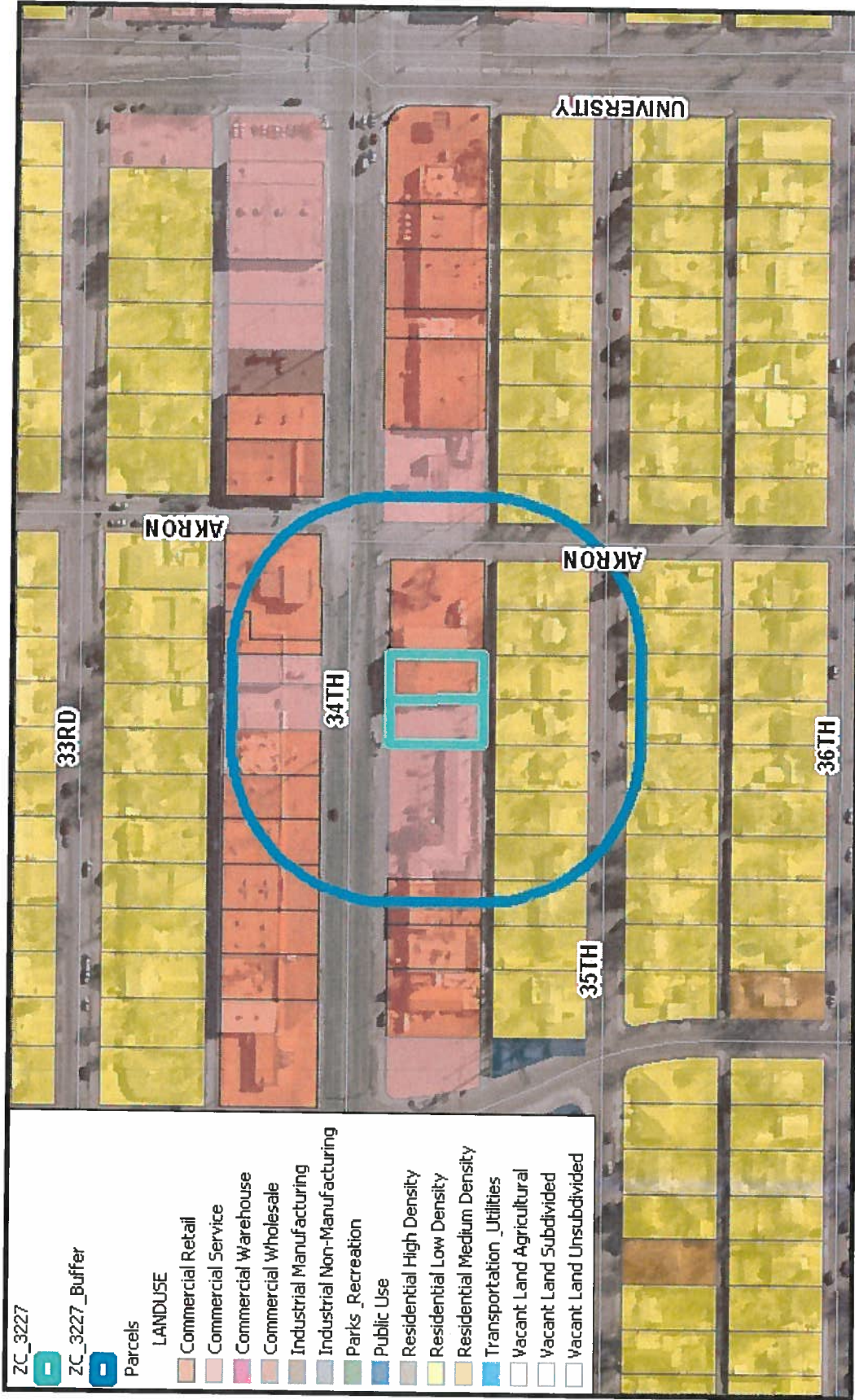


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3227
Msarch 12, 2014

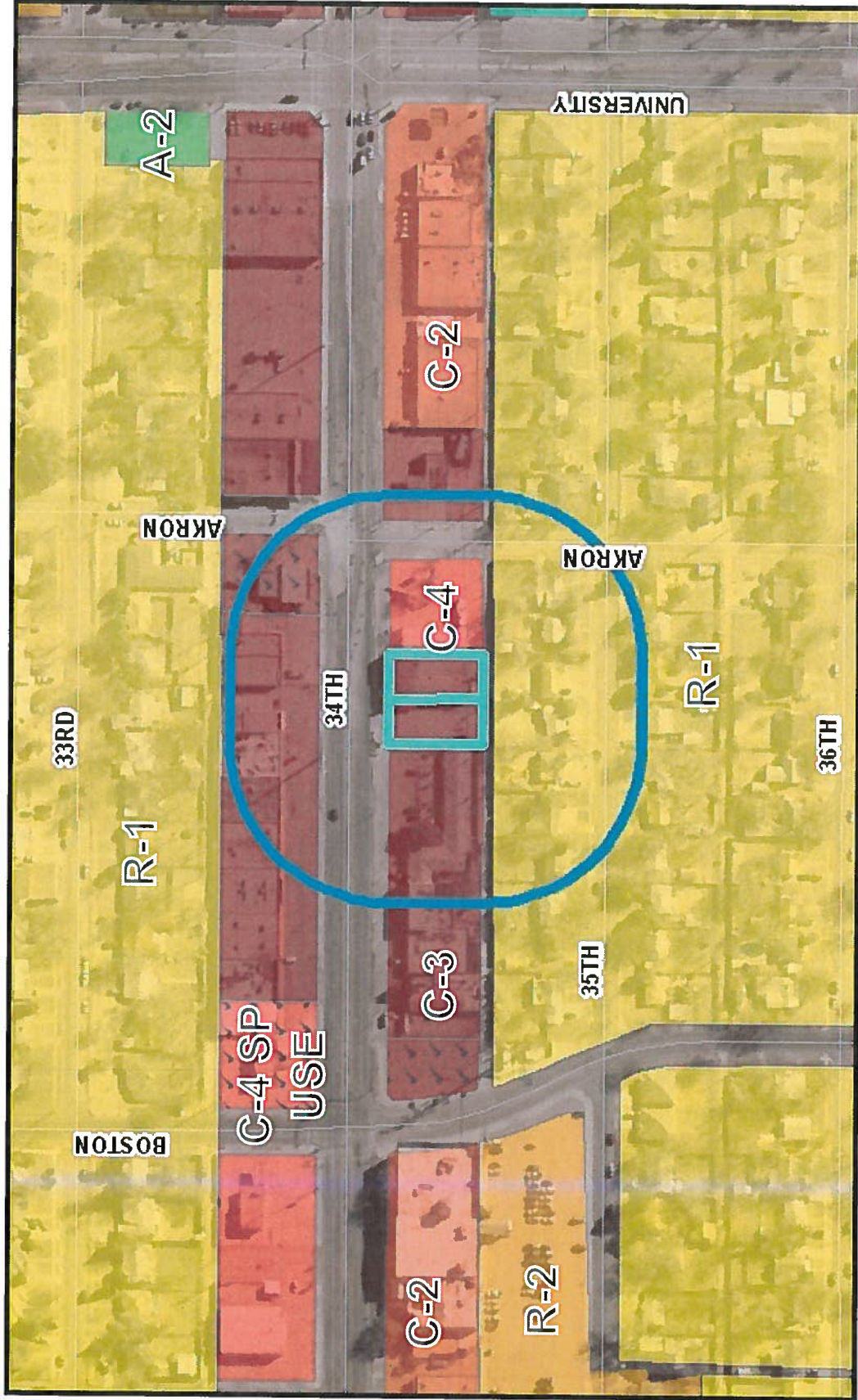


P.Z.C. Case 3227



P.Z.C. Case 3227

Request of Keith McNeese (for Purple Tie Limo) for a zoning change from C-3 to C-4 limited to car rental (limo service, all vehicles to be stored inside) and all unconditional C-3 uses, 2605 and 2607 34th Street



P.Z.C. Case 3227 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Keith McNeese
3803 101st
Lubbock, TX 79423
800 548-3392

For Purple Tie Limo.
13912 fm 1730
Lubbock, TX 79424
()

Location or Address: 2605 & 2607 34th

Legal Description:*

Existing Land Use: Existing Zoning: C-3

Acreage or Square Footage of Property:

Zoning Requested: C-4 limited to limo service (car rental)
w/ no outside storage

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes N/A No

Applicant's Signature

Date

Filing Fee: \$475
(\$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: 30191, 30112 map 6

Zone Case No.: 3228 3227

Agenda No.: 14

Request for zoning change from: C-3
a limo car rental (limo service)

To: C-4 limited to

on Lot(s): 3, 4

Block(s): 1

Subdivision: Lisenbry

Address: 2605 and 2607 34th St

SR

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2002
14

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.: 3227

In Favor of

Opposed

Reasons and/or Comments:

According to tax listings, Trumbly Bld 1, lots 3 & 4 are 2611 and 2613 - 34th Street, not 2605 and 2607 as stated in this notice.

RECEIVED

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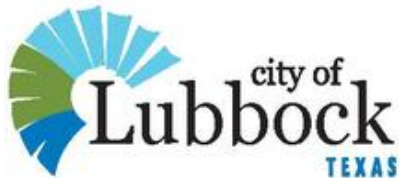
PLANNING DEPARTMENT

Print Name VIVIAN DANIEL

Signature: Vivian Daniel

Address: 4321 Honduras Dr. Corpus Christi, TX 78411

Address of Property Owned: 2611-2613 - 34th



Regular City Council Meeting

6. 13.

Meeting Date: 03/27/2014

Information

Agenda Item

Board Appointment - City Secretary: Consider six appointments to the Animal Services Advisory Board, one appointment to the Board of Health, three appointments to Keep Lubbock Beautiful Advisory Committee, one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS Board Appointments

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 27, 2014 - REGULAR SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	ANIMAL SERVICES ADVISORY BOARD	BOBO, BRENDA	04.01.14	100%	CITIZEN	REAPPOINT	Y
		BREWER, JANE	04.01.14	66%	ANIMAL WELFARE	REAPPOINT	Y
		CANTU, JOE	04.01.14	N/A	ANIMAL WELFARE	REPLACE	N/A
		DOWD, DIANA	04.01.14	N/A	CITIZEN	REPLACE	N/A
		PRESTON, LANE	04.01.14	33%	CITIZEN	REAPPOINT	Y
		RIEMATH, KIA	04.01.14	100%	CITY OFFICIAL	REAPPOINT	Y
2	BOARD OF HEALTH	MAY, DONALD	04.01.14	70%		REAPPOINT	Y
3	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	ABERCIA, DAVID	04.01.14	50%		REAPPOINT	Y
		LANGFORD, CURT	04.01.14	63%		REAPPOINT	Y
		LOZADA, ALICE	04.01.14	N/A		REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
10/29/2012	Ashe	John	Male	Anglo	60+	Realtor	Action Realtors	5
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
02/01/2006	Bass	Mark	Male	Anglo	60+	Financial Planner	Pennington, Bass & Associates	3
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
10/28/2010	Bustos	Claudia	Female	Hispanic or Latino	30-39	Case Manager/Homeless	Community Health Center of Lubbock	1
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
02/17/2010	Dotts	Ted	Male	Anglo	60+			6
09/05/2013	Doyle	Casey	Male	Anglo	30-39	General Manager	Casey Carpet One	4
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
	Humphries	Holle	Female	Anglo				3
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
11/03/2010	McClendon	Lynn	Female	Anglo	60+			4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/02/2009	McMahon	Kevin	Male	Anglo		CPA		5
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
11/29/2010	Pope	Catherine	Female	Anglo	60+	CEO	Lubbock Regional MHMR Center	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Adjunct Professor	Lubbock Christian University	6
11/18/2010	Vaughn	Denette	Female	Anglo	50-59	Attorney (Disability Law)	Advocacy, Inc.	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
01/27/2011	Warnick	J.Q.	Male	Anglo	60+			4
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

ANIMAL SERVICES ADVISORY BOARD

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	55.6% (5)
Hispanic	32.6%	27.6%	10.1%	22.2% (2)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	11.1% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	44.4% (4)
Female	51.5%	53.0%	24.7%	55.6% (5)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	22.2% (2)
District 4	17.0%	17.0%	20.6%	33.3% (3)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	11.1% (1)

PURPOSE:

Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City’s animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Bobo, Brenda (F,A,4)	Citizen	100%	Y	Reappoint
Brewer, Jane (F,A,3)	Animal Welfare	66%	Y	Reappoint
Cantu, Joe (M,H,3)	Animal Welfare	N/A	N/A	Replace
Dowd, Diana (F,A,6)	Citizen	N/A	N/A	Replace
Preston, Lane (M,A,5)	Citizen	33%	Y	Reappoint
Riemath, Kia (,F,A,0)	City Official	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Brenda Bobo, Jane Brewer, Lane Preston, and Kia Riemath

ANIMAL SERVICES ADVISORY BOARD – CONTINUED

To replace Joe Cantu, Animal Welfare:

Eric Cummingham (Application Pending)

To replace Diana Dowd, Citizen:

Donnell Callender (F,A,2) Texas Tech

Bill Young (M,A,4) Westar Commercial Realty

City of Lubbock
Board and Commission Recruiting Database

Updated: 3/11/2014

Animal Services Advisory Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
03/03/2014	Tatum	Melanie	F	A	50-59	Unit Manager	Texas Tech University	6
Second Preference								
02/17/2014	Callender	Donell	F	A	40-49	librarian	Texas Tech University	2
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
Third Preference								
02/19/2014	Anderson	Keith	M	A	60+		Retired	7
Fourth Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen Bobo Ms. Brenda <i>Email:</i> Brenda.Bobo@ttuhsc.edu	Y	3725 95th St Lubbock, TX 79423 8067928031	TTUHSC School of Allied Health Science 3601 4th St, Stop 6284 Lubbock, TX 79430 8067433220	<i>Curr:</i> 04/26/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i> 8067433249	Y
Chair Animail Welfare Rep. Brewer Ms. Jane <i>Email:</i>	Y	2325 38th Street Lubbock, TX 79412 8067773580	Acres North Vet Hospital 5205 13th Street Lubbock, TX 79416 8067932863	<i>Curr:</i> 04/26/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i> 8067920801	Y
Member Animail Welfare Rep. Cantu Mr. Joe <i>Email:</i> joepcantu@yahoo.com	Y N	4829 45th Street Lubbock, TX 79414 8067815875 8064011016	 8064456317	<i>Curr:</i> 06/21/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i>	Y
Vice Chair Licensed Veterinarian Clark Dr. Ronda <i>Email:</i> capstonecsims@yahoo.com	Y	6802 Hyden Avenue Lubbock, TX 79424 8067981185	Acres North Vet Hospital 5205 13th Street Lubbock, TX 79416 8067932863 capstonecsims@yahoo.com	<i>Curr:</i> 04/01/2013-04/01/2015 <i>2nd:</i> 04/01/2011-04/01/2013 <i>Ist:</i> <i>Fax:</i> 8067320801	N
Member Citizen Crouch Ms. Kathy <i>Email:</i>	N		South University Pet Hospital 7801 S. University Avenue Lubbock, TX 79423	<i>Curr:</i> 04/26/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i>	Y
Member Citizen Dowd Ms. Diana <i>Email:</i>	N	5201 13th Street Lubbock, TX 79416 8064707028	Pampered Paws Pet Health Spa & Nutrt 5201 13th Street Lubbock, TX 79416 8067937387	<i>Curr:</i> 04/26/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i> 8067920801	Y
Member Citizen Preston Dr. Lane <i>Email:</i>	Y	5204 80th Street Lubbock, TX 79424 8067944118		<i>Curr:</i> 04/01/2012-04/01/2014 <i>2nd:</i> 09/08/2011-04/01/2012 <i>Ist:</i> <i>Fax:</i>	Y
Member City Official Riemath Ms. Kia <i>Email:</i> kriemath@mylubbock.us	N	8509 N FM 789 Lorenzo, TX 79343 8067774224	City of Lubbock Animal Services Department 3323 SE Loop 289 Lubbock, TX 79404 8067752712 kriemath@mylubbock.us	<i>Curr:</i> 04/01/2012-04/01/2014 <i>2nd:</i> <i>Ist:</i> <i>Fax:</i> 8067752717	Y
Member Animal Shelter Employee Torres Mr. George <i>Email:</i> gtorres@mylubbock.us	Y	2218 93rd Place Lubbock, TX 79423 8067481826	City of Lubbock 102 Municipal Drive Lubbock, TX 79403 8067752002 gtorres@mylubbock.us	<i>Curr:</i> 04/01/2013-04/01/2015 <i>2nd:</i> 09/08/2011-04/01/2013 <i>Ist:</i> <i>Fax:</i>	N

BOARD OF HEALTH

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	66.7% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	3.7%	4.0%	3.8%	22.2% (2)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	77.7% (7)
Female	51.5%	53.0%	26.8%	22.2% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	33.3% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
May, Donald (M,A,6)	70%	Y	Reappoint/Replace

APPOINTMENT ADVISORY BOARD RECOMMENDATIONS:

To reappoint Donald May

To replace Donald May:

Claudia Bustos¹ (F,H,1) Community Health Center of Lubbock

¹ Ms. Bustos did not select any preferences on her application.

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 2/21/2014

Board of Health

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
06/14/2006	Daughtry	Steve	M	A	40-49	Engineer	Allied Associates Consulting Engineers	4
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
11/01/2005	Kirby	John	M	A	50-59		KTXT-TV	5
09/26/2008	Landress	Michael	M	A	50-59			3
09/06/2012	Landusky	Lance	M	A	30-39	Structural Engineer	MWM Architects	6
	Miller	David	M	A	50-59	Construction Engineer	McDougal Construction	5
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
08/09/2011	Rushing	Joe	M	A	30-39	Plumber	Water Heaters Unlimited, Inc	3
08/29/2006	Tate	David	M	A	50-59	Insurance Sales	David Tate Insurance	5
09/06/2012	Wood	Robert	M	A	50-59	Homebuilder	Custom Homes by Robert Wood	5
Second Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
05/05/2009	Bloodworth	David	M	A	50-59	Commercial Real Estate Agent	Coldwell Banker Commerical	4
Third Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Fourth Preference								
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair				<i>Curr:</i> 04/01/2013-04/01/2016	Y
Citizen	Y	3709-22nd Place, Suite C		<i>2nd:</i> 04/01/2010-04/01/2013	
Carr Dr. Brian		Lubbock, TX 79410		<i>Ist:</i>	
<i>Email:</i> bha@healingtalk.com	Y	(806) 787-0761	8067953911	<i>Fax:</i> 8067952315	
	Y	(806) 787-0761	bha@healingtalk.com		
Member			<i>Pulmonary Associates</i>	<i>Curr:</i> 04/01/2013-04/01/2016	N
Citizen	Y	5010 21st St.	3621 22nd Street, Suite 400	<i>2nd:</i> 04/01/2010-04/01/2013	
Chekuru Dr. Naidu		Lubbock, TX 79407	Lubbock, TX 79410	<i>Ist:</i>	
<i>Email:</i> naidukc1@suddenlink.net	Y	8067962852	8067918484	<i>Fax:</i> 8067918438	
	Y	8064412055	naidukc1@suddenlink.net		
Member				<i>Curr:</i> 04/01/2013-04/01/2016	N
Citizen	N	8502 Oxford Avenue		<i>2nd:</i> 04/01/2010-04/01/2013	
Culp Dr. Wayne		Lubbock, TX 79423		<i>Ist:</i>	
<i>Email:</i> cwculp@suddenlink.net	N	8067949109		<i>Fax:</i> 8067948993	
			cwculp@suddenlink.net		
Secretary/Treasurer			8067931939	<i>Curr:</i> 04/01/2013-04/01/2016	N
Citizen	Y	1924 31st Street	3411 20th Street	<i>2nd:</i> 09/27/2010-04/01/2013	
Epstein Dr. Anne		Lubbock, TX 79411	Lubbock, TX 79410	<i>Ist:</i>	
<i>Email:</i> acepstein@sbcglobal.net	Y	(806) 765-6751	8067931939	<i>Fax:</i> (806) 793-1952	
	Y	(806) 777-1888	acepstein@sbcglobal.net		
Member				<i>Curr:</i> 04/01/2012-04/01/2015	N
Citizen	N	4601 88th St		<i>2nd:</i> 04/01/2009-04/01/2012	
Hentges Ms. Kae		Lubbock, TX 79424		<i>Ist:</i> 04/01/2006-04/01/2009	
<i>Email:</i> KAEHENTGES@YAHOO.COM	N	8067945529		<i>Fax:</i>	
	Y	8062810321			
Member				<i>Curr:</i> 04/01/2011-04/01/2014	Y
Citizen	N	P.O. Box 1678		<i>2nd:</i> 01/09/2006-04/01/2009	
May Dr. Donald		Lubbock, TX 79408		<i>Ist:</i> 01/09/2003-01/09/2006	
<i>Email:</i> donaldrmay@sbcglobal.net	Y	(806) 721-5941		<i>Fax:</i> 8067915942	
	Y	(806) 543-0672			
Member			Texas Tech University	<i>Curr:</i> 04/01/2012-04/01/2015	Y
Citizen	Y	4612 10th Street	Box 41163	<i>2nd:</i>	
Presley Dr. Steven		Lubbock, TX 79416	Lubbock, TX 79409	<i>Ist:</i>	
<i>Email:</i> steve.presley@tiehh.ttu.edu	Y	8067852527	8068850236	<i>Fax:</i> 8068852132	
			steve.presley@tiehh.ttu.edu		
Member				<i>Curr:</i> 04/01/2012-04/01/2015	N
Citizen	N	6038 75th Street		<i>2nd:</i> 04/01/2009-04/01/2012	
Reid Dr. Ted		Lubbock, TX 79424		<i>Ist:</i>	
<i>Email:</i> ted.reid@ttuhsc.edu	N	8067944967	8067432417	<i>Fax:</i>	
	Y	5129131898	ted.reid@ttuhsc.edu		
Member			Walgreen Company	<i>Curr:</i> 04/01/2013-04/01/2016	Y
Citizen	Y	5537 50th Street #2010	6502 Slide Road #409	<i>2nd:</i> 11/29/2012-04/01/2013	
Thomas Mr. Ollie		Lubbock, TX 79414	Lubbock, TX 79424	<i>Ist:</i>	
<i>Email:</i> olliethomasjr@gmail.com	Y	4404790395	8067838307	<i>Fax:</i> 8067838376	
			olliethomasjr@gmail.com		

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	81.8% (9)
Hispanic	32.6%	27.6%	10.1%	18.2% (2)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	36.4% (4)
Female	51.5%	53.0%	24.7%	63.6% (7)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	27.3% (3)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	9.1% (1)
District 4	17.0%	17.0%	20.6%	9.1% (1)
District 5	16.7%	19.4%	27.5%	27.3% (3)
District 6	17.2%	19.9%	19.3%	27.3% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Abercia, David (M,A,5)	50% ⁱ	Y	Reappoint
Langford, Curt (M,A,6)	63% ⁱⁱ	Y	Reappoint
Lozada, Alice (F,H,1)	N/A	N	Replace

ⁱ All absences were excused by the Chair.

ⁱⁱ ¾ absences were excused by the Chair. One absence is recorded as unexcused.

City of Lubbock
Board and Commission Recruiting Database

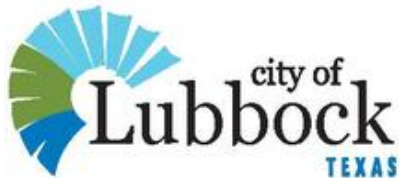
Updated: 2/21/2014

Keep Lubbock Beautiful Advisory Committee

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
02/19/2014	Bass	Totsey	M	AA	50-59	Case Manager	StarCare Specialty Health System	5
01/24/2014	Duke	Aundi	F	A	30-39	Event Coordinator	McPherson Cellars	7
Second Preference								
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech University	
Third Preference								
Fourth Preference								
Fifth Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Texas Tech University	<i>Curr:</i> 02/28/2013-04/01/2014	Y
Abercia	N	6534 84th St	Box 45024	<i>2nd:</i>	
Mr. David	Jr.	Lubbock, TX 79424	Lubbock, TX 79409	<i>Ist:</i>	
<i>Email:</i>	N	8525637054	(806) 742-7025	<i>Fax:</i> (806) 742-2364	
david.abercia@gmail.com			david.abercia@ttu.edu		
Member			Citibus	<i>Curr:</i> 05/01/2013-04/01/2015	Y
Barnes	N	4512 62nd	801 Texas Ave	<i>2nd:</i>	
Mrs. Nitra		Lubbock, TX 79414	Lubbock, TX 79401	<i>Ist:</i>	
<i>Email:</i>	N	8064075530	8067122000	<i>Fax:</i> 8067122012	
nitrakiddbarnes@gmail.com	N	8067894078	nbarnes@citibus.com		
Member			University Massage	<i>Curr:</i> 04/01/2012-04/01/2014	Y
Gatteys	N	1714 Ave X	1714 Ave X	<i>2nd:</i> 10/13/2011-04/01/2012	
Mr. Jim		Lubbock, TX 79401	Lubbock, TX 79401	<i>Ist:</i>	
<i>Email:</i>	N	8067655195	8065352905	<i>Fax:</i>	
jgatteys@gmail.com					
Member			Earth Angel	<i>Curr:</i> 04/01/2013-04/01/2015	Y
Horkey-Wolff	Y	4818 16th Street	4818 16th Street	<i>2nd:</i> 05/10/2011-04/01/2013	
Ms. Kathryn		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	Y	8067976493	8069284756	<i>Fax:</i>	
kathyhw@suddenlink.net			earthangel4818@me.com		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
King	N	4519 11th Street		<i>2nd:</i>	
Mrs. Suzanne		Lubbock, TX 79416		<i>Ist:</i>	
<i>Email:</i>	N	8067997980		<i>Fax:</i>	
suziek1@aol.com	N	8062396346	suziek1@aol.com		
Member			8064389089	<i>Curr:</i> 02/28/2013-04/01/2014	Y
Langford	N	6315 Duke	6315 Duke	<i>2nd:</i>	
Mr. Curt		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	N	(806) 793-9131	8064389089	<i>Fax:</i>	
curt.langford@balfour.com	N	(806) 438-9089	curt.langford@balfour.com		
Member			Texas Tech Alumni	<i>Curr:</i> 11/21/2013-04/01/2015	Y
Low	N	8615 Utica Avenue	Association	<i>2nd:</i>	
Ms. Lisa		Lubbock, TX 79424	P.O. Box 45001	<i>Ist:</i>	
<i>Email:</i>	N	8062529085	Lubbock, TX 79409	<i>Fax:</i> 8067423604	
lisao.low@ttu.edu			8067423641		
			lisa.low@ttu.edu		
Member				<i>Curr:</i> 04/01/2012-04/01/2014	N
Lozada	Y	122 S. Avenue N		<i>2nd:</i> 04/19/2010-04/01/2012	
Mrs. Alice		Lubbock, TX 79401		<i>Ist:</i>	
<i>Email:</i>	Y	8067875794		<i>Fax:</i>	
ach9256@aol.com					
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
Meyer	N	5703 Geneva		<i>2nd:</i> 08/23/2012-04/01/2013	
Mrs. Marie		Lubbock, TX 79413		<i>Ist:</i>	
<i>Email:</i>	N	8067974190		<i>Fax:</i>	
marie.meyer6@gmail.com	N	8067787491	marie.meyer6@gmail.com		

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
Robertson Ms. Barbara	N	3007 Mesa Road Lubbock, TX 79403		<i>2nd:</i> <i>1st:</i>	
<i>Email:</i> bbr1125@msn.com	N	8064411148		<i>Fax:</i>	
Chair			TTU	<i>Curr:</i> 04/01/2013-04/01/2015	N
Sanchez Dr. Alfonso	N	6912 91st St Lubbock, TX 79424	1301 Akron Avenue Lubbock, TX 79409	<i>2nd:</i> 04/01/2011-04/01/2013 <i>1st:</i> 04/19/2010-04/01/2011	
<i>Email:</i> alfonso.sanchez.s@gmail.com	N	(806) 789-1377	8067423068 alfonso.sanchez@ttu.edu	<i>Fax:</i>	



Regular City Council Meeting

6. 14.

Meeting Date: 03/27/2014

Information

Agenda Item

Resolution - Councilman Todd Klein - Consider a resolution increasing the membership of the Veterans Advisory Committee to thirteen members.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Todd R. Klein, Councilman, District 3

Attachments

Resolution - VAC member increase

RESOLUTION

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

THAT the membership of the Veterans Advisory Committee created by the City Council by Resolution No. 2014-R0053 on February 27, 2014, shall increase from eleven (11) members to thirteen (13) members.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

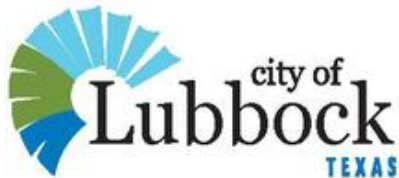
Todd Klein, City Councilman District 3

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Amend Reso #2014-R0053
March 19, 2014



Regular City Council Meeting

6. 15.

Meeting Date: 03/27/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider eleven appointments to the Veterans Advisory Committee.

Item Summary

During the February 27, 2014, the City Council adopted Resolution 2014-R0053 creating the Veterans Advisory Committee, in order to study and report back to the Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the City of Lubbock. Per the aforementioned Resolution, appointments to the Committee shall be made within 30 days of the adoption of the Resolution.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

VAC Resolution

February 27, 2014

Item No. 6.15

RESOLUTION

WHEREAS, the City of Lubbock, Texas is home to many United States armed forces veterans and their families; and

WHEREAS, veterans and their families are often eligible for public and private assistance, but there must be a more meaningful and effective mechanism to ensure that they have knowledge of, and access to, that assistance, so that veterans will not unnecessarily endure difficulties that could otherwise be mitigated by available veteran assistance programs and services; and

WHEREAS, in the interest of recognizing the contributions of one of the most honorable segments of our local citizenry, the City Council of the City of Lubbock desires to establish a permanent veteran's advisory commission to deliberate, identify, and communicate to the City Council and local veterans the various benefits and assistance available to veterans, and to recommend methods for coordinating and otherwise improving the delivery of services to the women and men who have served our country in the armed services, and further to offer recommendations on a continuing basis as to any unfulfilled needs of those veterans; NOW, THEREFORE:

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

1. THAT the City Council of the City of Lubbock hereby creates a Veterans Advisory Committee (the "Commission") that shall be comprised of eleven (11) members, with each member and the chairperson of the committee being appointed by the City Council as a whole. Appointments to the Commission shall be made within thirty (30) days of the adoption hereof.

2. THAT regular meetings will be held at times and locations established by a majority of the Commission members, at least once every three (3) months, unless otherwise determined by the Commission. A simple majority shall constitute a quorum, and a majority vote of the quorum shall be required for any action to be taken by the Commission. All meetings and procedures shall be consistent with the policies of the City of Lubbock concerning advisory Commissions and Boards.

3. THAT the Commission members shall serve as follows: Five (5) Commission members shall serve for a term of one (1) year and six (6) Commission members shall serve for a term of two (2) years, said terms to be determined by the Commission by a drawing of straws. At the expiration of the terms of the initial Commission members, all terms shall be for two (2) years, or under such time as their successors are appointed.

4. THAT all Commission members shall serve at the pleasure of, and may be removed by, the City Council of the City of Lubbock. There shall be no limit upon the number of terms, including successive terms, that a Commission member may serve.

5. THAT the Commission shall study and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the City of Lubbock, including but not limited to housing, job training, career placement, hospitalization, rehabilitation, and promotion of veteran networking opportunities.

6. THAT the Commission shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

7. THAT to the extent the Commission identifies unfulfilled needs of the City of Lubbock veteran population, it shall communicate those needs to the City Council, and make recommendations for the meeting of those needs. Particular attention should be given to the practicability and advisability of a "veteran's specialty court" that would recognize veterans' unique status at initial intake to the criminal justice system, and the expansion by public and private employers of preferential hiring practices, and other best employment practices, for eligible veterans.

8. Of exceptional importance to the charge of the Commission shall be a study, report, and recommendation regarding medical services available to local veterans, including but not limited to the services of out-patient and in-patient veteran medical care facilities.

9. THAT upon receiving recommendations, if any, from the Commission, the City Council shall reduce said recommendations to writing, and forward them to each member of the South Plains delegation in the United States Congress and the Texas Legislature.

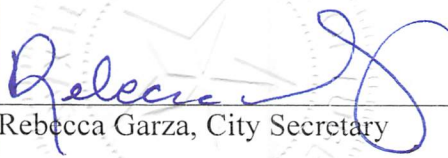
10. THAT there is no financial commitment required, requested, or provided by, or of, the City of Lubbock, Texas by virtue of this Resolution.

Passed by the City Council this 27th day of February, 2014.

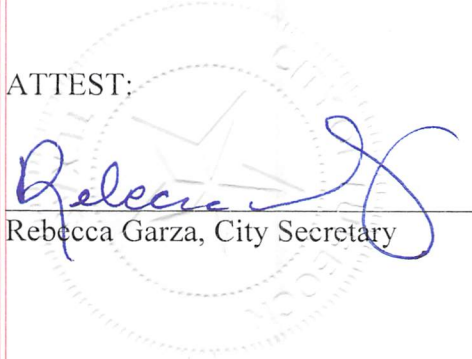


GLEN C. ROBERTSON, MAYOR

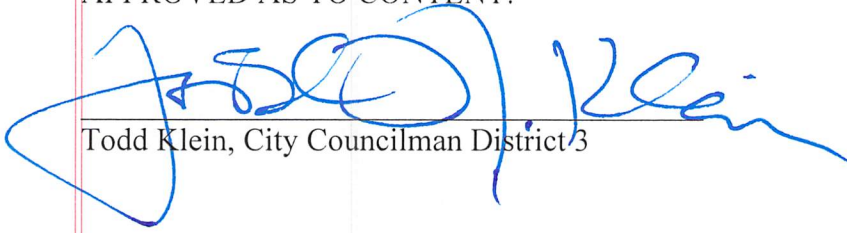
ATTEST:



Rebecca Garza, City Secretary



APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "Todd Klein", is written over a horizontal line. The signature is stylized and cursive.

Todd Klein, City Councilman District 3

Reso. Veteran Assistance 2.20.14



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 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.