City of Lubbock, Texas
Regular City Council Meeting
Thursday, December 19, 2013

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

James Loomis, City Manager
Sam Medina, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

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

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.3.6.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Preliminary Hotel Occupancy tax audit deficiency collections.

1. 1. 2. 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. 3. Villa Del Norte Apartments, 1913 Baylor Avenue.

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. Discussion on Police Facility.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 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

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

1. 4. 4. discuss bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements (Discuss and take action regarding generation, steam off-take, marketing, and related contracts with Texas Tech University).

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 Central Business District Tax Increment Financing (TIF) Board of Directors, Lubbock Business Park Tax Increment Financing (TIF) Board of Directors, Lubbock Emergency Communications District Board of Managers, and Lubbock Housing Finance Corporation.

2. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

2. 1. LeCarl Richardson will appear before City Council to discuss economic development issues in north and east Lubbock.

3. **Proclamations and Presentations**

3. 1. Invocation by Minister Jim Brewer, South Plains Church of Christ

3. 2. Pledges of Allegiance

3. 3. **Canadian River Municipal Water Authority:**
James Conkwright

Electric Utiltiy Board:
Jerry Bell
Don Boatman
James Conwright
Charlie Dunn
Greg Taylor

Permit & License Appeal Board:
Karen Peoples

Planning & Zoning Commission:
Michael Jackson
Maggie Trejo

3. 4. Presentation of a special recognition the American Association of University Women (AAUW) in honor of Computer Science Education Week.

3. 5. Presentation of a special recognition to the Lubbock Regional Public Safety Memorial Committee.

4. **Minutes**

4. 1. September 17, 2013 Special City Council Meeting (MPO)
October 16, 2013 Special City Council Meeting (EUB)
October 23, 2013 Special City Council Meeting (EUB)
November 21, 2013 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 2013-O0119 Amendment 5 amending the Adopted FY 2013-14 Budget respecting the Criminal Investigation Special Revenue Fund and the Confidential Informant Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance**: Consider Budget Ordinance 2013-O0120 Amendment 6 amending the Adopted FY 2013-14 Budget respecting the Capital Program to amend Capital Improvement Project (CIP) 92126, Southeast Water Reclamation Plant Improvements Phase II, AND CIP 8524, Canyon Lake System Reuse Study; and respecting the Wastewater Enterprise Fund; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 7 amending the adopted FY 2013-14 Budget respecting the grant fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5311(f) Grant; providing for filing; and providing for a savings clause.

5. 4. **Resolution – Public Works Water Resources**: Consider a resolution authorizing the Mayor to execute contract 11700 with the U.S. Geological Survey (USGS) a division of the U.S. Department of Interior located in Austin, Texas to simulate the Lake Alan Henry watershed hydrology and the effects of brush management on water yields.

5. 5. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11696 with Hugo Reed and Associates, Inc. for surveying services for the downtown utility duct system.

5. 6. **Resolution – Public Works**: Consider a resolution authorizing the Mayor to execute unit price contract 11669 with Lone Star Dirt & Paving, LTD, Asphalt Patching at various locations, ITB 14-11669-DG.

5. 7. **Resolution – Public Works**: Consider a resolution authorizing the Mayor to execute unit price contract 11670 with Lone Star Dirt & Paving, LTD, Concrete Patching at various locations, ITB 14-11670-DG.

5. 8. **Resolution – Water Utilities**: Consider a resolution authorizing the Mayor to execute contract 11556/EPA 96629501 with Red River Construction Company for the construction of the Canyon Lake Water Reuse Porject - Southeast Water Reclamation Plant (SEWRP) Outfall Pipeline with Cascase Aeration, ITB 14-11556-MA.

5. 9. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11583 with SAK Construction, LLC, for the rehabilitation of 27 existing sanitary sewer manholes, ITB 13-11583-MA.

5. 10. **Resolution-Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a easement from Frank Lira and Joaquina Lira 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.

5. 11. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Mark L. Roush 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.

5. 12. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Nita Raue 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, Parcel 47.

5. 13. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Nita Raue 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, Parcel 46.

5. 14. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from First Baptist Church of Lubbock, Texas, Texas Baptist Children's Home, Family Services, Inc., and Wayland Baptist University, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 7 and 8, Block E.

5. 15. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute a Street Dedication Deed in connection with the dedication of Milwaukee Avenue from Spur 327 north to Marsha Sharp Freeway.

5. 16. **Ordinance 1st Reading – Right-of-Way**: An ordinance abandoning and closing a 30-foot temporary garbage service easement and underground utility easement located in Section 27, Block, AK Lubbock County, Texas.

5. 17. **Ordinance 1st Reading – Right-of-Way**: An ordinance abandoning and closing underground utility easements and public access easement located in Section 23, Block E-2 Lubbock County, Texas.

5. 18. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11382 with Pruitt Building Services, Inc. for custodial services, RFP 13-11382-TL.

5. 19. **Contract Resolution - Telecommunications:** Consider a resoution authorizing the Mayor to execute purchase order contract 33000447 with AT&T Global Services for TelStrat voice recording software and installation and Aura Call Center Manager 6 software and installation.

5. 20. **Contract Resolution- Radio Shop**: Consider a resolution authorizing the Mayor to execute contract 11696 with Dailey & Wells Communications, Inc. for a two-way radio system upgrade.

5. 21. **Resolution - Solid Waste:** Consider a resolution authorizing the filing of a grant application in the amount of $25,170 in response to a Request for Applications from the South Plains Association of Governments (SPAG) and the Texas Commission on Environmental Quality (TCEQ) for fiscal year 2014-15 Regional Solid Waste Grants Program. The grant application requests $25,170 to purchase three bumper pull dump trailers for use at the Citizen Convenenice Drop-off Stations and the Landfill for the collection of used vehicle tires.

5. 22. **Contract Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute contract 11624 with Henthorn Commercial Construction for the renovations and improvements to the South Fueling Facility, RFP 14-11624-MA.

5. 23. **Resolution - Animal Services**: Consider a resolution authorizing the Mayor to execute contract 11580 with Kleen-Tech Services Corporation to provide kennel cleaning services, RFP 14-11580-DT.

5. 24. **Contract Resolution - Purchasing and Contract Management**: Consider a resolution authorizing the Mayor to execute an interlocal cooperative purchasing agreement with TIPS.

5. 25. **Resolution - City Attorney:** Consider a resolution for the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2012-504,461, 237th District Court of Lubbock County, Texas, styled Eva Montez v. City of Lubbock, Texas and related documents.

5. 26. **Resolution - Economic Development:** Consider a resolution amending the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation to correct an error in the previously approved bylaws.

6. **Regular Agenda**

6. 1. **Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to submit a conditional proposal to the State of Texas in connection with the Urban Street Turn Back Program, regarding certain State roadways located in the City of Lubbock.

6. 2. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an Amendment to the Downtown Revitalization Master Developer Consultant agreement between the City of Lubbock and McDougal Land Co., L.C. to provide master developer and consultant services to oversee and implement the Downtown Revitalization Action Plan.

6. 3. **Board Appointments - City Secretary:** Consider three appointments to the Central Business District TIF Board of Directors, one appointment to the Community Development & Services Board, four appointments to the Libraries Board, one appointment to the Lubbock Business Park TIF Board of Directors, one appointment to the Lubbock Emergency Communications District Board of Managers, one appointment to the Lubbock Housing Finance Corporation, and one appointment to the Model Codes & Construction Advisory Board.

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

7. 1. Presentation by Eddie Dixon on the Tim Cole statue.

7. 2. Update from Chief Roger Ellis on the Texting While Driving campaign.

7. 3. Quarterly report presentations.

7. 3. 1. Tax Increment Finance Districts.

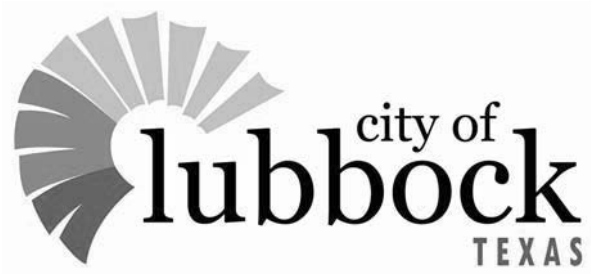
7. 3. 2. Civic Lubbock, Inc.

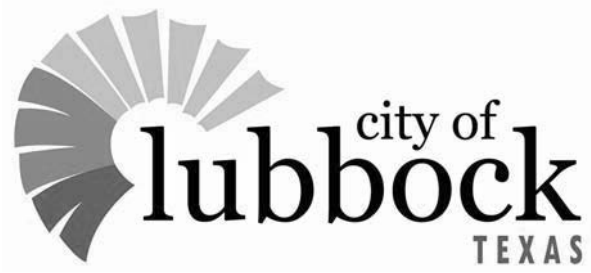
7. 3. 3. Lubbock Bond Advisory Committee.

7. 3. 4. Audit and Investment Committee.

7. 3. 5. Market Lubbock, Inc.

7. 3. 6. Lubbock Economic Development Alliance.


city of
lubbock
TEXAS


city of
lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, DECEMBER 19, 2013 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	CENTRAL BUSINESS DISTRICT TIF	NOBLE, BRENT	01.01.14	N/A		REPLACE	N/A
			POPE, DAN	01.01.14	86%		REAPPOINT	Y
			TAYLOR, ROBERT	01.01.14	86%		REAPPOINT	Y
*	2	LUBBOCK BUSINESS PARK TIF	SHARBUTT, DAVID	01.01.14	100%		REAPPOINT	Y
			WHITEHEAD, TONY	01.01.14	100%		REAPPOINT	Y
*	3	LUBBOCK EMERGENCY COMMUNCATIONS DISTRICT	HAILEY, STEVE	01.01.14	100%		REAPPOINT	Y
*	4	LUBBOCK HOUSING FINANCE CORPORATION	LOWRY, JEFF	01.01.14	N/A	AT LARGE	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.

CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (5)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	100.0% (5)
Female	51.5%	53.0%	24.7%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
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%	20.0% (1)
District 4	17.0%	17.0%	20.6%	20.0% (1)
District 5	16.7%	19.4%	27.5%	60.0% (3)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

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

Qualifications: Members must be at least 18 years of age, a resident of Lubbock County, or own real property in the zone.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Noble, Brent (M,A,4)	N/A	N/A	Replace
Pope, Daniel (M,A,3)	86%	Y	Reappoint
Taylor, Robert (M,A,5)	86%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Brent Noble:

Tom Jones (Application Pending)

To reappoint Daniel Pope and Robert Taylor

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/23/2013

Sorted: By Preference

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

Central Business District Tax Increment Financing

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Second Preference:										
Third Preference:										
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Fourth Preference:										
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
Fifth Preference:										
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6
1310	X	Gloyna	Edwin	M	A		40-49	Self Employeed	Day Break Coffee	6
Sixth Preference:										
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4

Committee #80 Central Business District Tax Increment Financing — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
Beal			*The Gibraltar Group*	*Curr:* 3/28/2013 - 1/1/2015	*Y*
Mr. Brandt	Y	*4608 5th Street*	*1001 Texas Avenue*	*2nd:* -	
		Lubbock TX 79416	*Lubbock TX 79401*	*1st:* -	
	Y	*BBEAL@GIBRALTARRISK.CO*			
	Y	*(806) 438-2800*	*(806) 687-6078*	*Fax:* *(806) 687-5960*	
	Y	*(806) 438-2800 CELL*			
E-mail		*bbeal@gibraltarrisk.com*			
Cardinal			*Cardinal Sports Center*	*Curr:* 1/1/2013 - 1/1/2015	*Y*
Mr. Tony	Y	*4004 110th Street*	*6524 Slide Road*	*2nd:* 1/1/2011 - 1/1/2013	
		Lubbock TX 79423	*Lubbock TX 79424*	*1st:* 1/1/2009 - 1/1/2011	
	Y				
	Y	*(806) 798-8220*	*(806) 765-6645*	*Fax:* *(806) 763-3927*	
	Y	*(806) 790-6645 CELL*			
E-mail		*tcardinal@cardsports.net*			
Noble			*Service Title*	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. Brent	Y	*4001 69th St.*	*4101 84th St*	*2nd:* 1/1/2010 - 1/1/2012	
		Lubbock TX 79413	*Lubbock TX 79423*	*1st:* 1/1/2008 - 1/1/2010	
	Y				
	Y	*(806) 795-8748*	*(806) 798-3227*	*Fax:* *(806) 798-2928*	
	Y	*CELL*			
E-mail					
Pope			*Benchmark Business Solution*	*Curr:* 8/23/2012 - 1/1/2014	*Y*
Mr. Daniel	N	*3211 21st St*	*1607 Broadway*	*2nd:* -	
		Lubbock TX 79410	*Lubbock TX 79401*	*1st:* -	
	Y				
	N	*(806) 793-9847*	*(806) 744-8744*	*Fax:* *(806) 744-4707*	
	Y	*CELL*			
E-mail		*dpope@benchmarkwtx.com*			
Taylor				*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. Robert	Y	*4608 96th St*		*2nd:* 1/1/2010 - 1/1/2012	
		Lubbock TX 79424		*1st:* 1/1/2008 - 1/1/2010	
	N				
	N	*(806) 794-1720*	*(806) 472-5900*	*Fax:*	
	N	*CELL*			
E-mail		*rtaylor@unitedtexas.com*			

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

Council appoints Chair; Brent Noble 1st term 1.02-1.04, 1.04-1.06, 01.06-01.08; Robert Taylor 1st term 4.28.05-1.06, 1.06-1.08; Mike Davis 1st term 04.28.05-01.01.07, 01.07-01.09; Tony Cardinal 1st term 01.10.05-01.01.07, 01.2007-01.2009;

Council consensus - Members can serve more than 2 terms.

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

Last Update: 11/23/2013

Lubbock Business Park TIF Reinvestment Zone
Board of Directors

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	80.0% (4)
Hispanic	32.6%	27.6%	10.1%	20.0% (1)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	80.0% (4)
Female	51.5%	53.0%	24.7%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
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%	20.0% (1)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	80.0% (4)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Lubbock Business Park District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council. **Members must be a qualified voter in the municipality or be at least 18 years of age and own real property in the TIF zone, whether or not the individual resides in the municipality.**

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Sharbutt, David (M,A,5)	100%	Y	Reappoint
Whitehead, Tony (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint David Sharbutt and Tony Whitehead

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/23/2013
Sorted: By Preference

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

Lubbock Business Park TIF Reinvestment Zone

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1211		Osborne	John	M	A		40-49	President & CEO	LEDA / MLI	0
Second Preference:										
Third Preference:										
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6

Committee #124 Lubbock Business Park TIF Reinvestment Zone

Perm./Temp. Board: **P**

	Confidential?	*Home*	*Business*		*Reappt Elig.*
Garza	N	*5215 90th Street*	*City Bank*	*Curr:* 1/1/2013 - 1/1/2015	*Y*
Mr. Sonny		*Lubbock TX 79424*	*5506 4th Street*	*2nd:* -	
	N		*Lubbock TX 79416*	*1st:* -	
	N		*(806) 687-9925*	*Fax:* *(806) 687-6031*	
	N	*(806) 470-2470*			
		CELL			
E-mail	*sonnygarza@citybanktexas.co*				
Gillit	Y	*6726 76th Street*	*Standard Sales Co., LP*	*Curr:* 1/1/2013 - 1/1/2015	*Y*
Mr. Les		*Lubbock TX 79424*	*901 East 66th Street*	*2nd:* -	
			Lubbock TX 79404	*1st:* 3/25/2010 - 1/1/2013	
	Y	*(806) 794-3553*	*(806) 745-5263*	*Fax:*	
		CELL			
E-mail	*lgillit@standardsales.com*				
Henry	Y	*3302 43rd Street*	*Science Spectrum*	*Curr:* 1/1/2013 - 1/1/2015	*Y*
Mrs. Sandy		*Lubbock TX 79413*	*2579 South Loop 289, Suite 25*	*2nd:* -	
	Y		*Lubbock TX 79423*	*1st:* 3/25/2010 - 1/1/2013	
	Y	*(806) 799-2042*	*(806) 748-1040*	*Fax:* *(806) 745-1115*	
	Y	*CELL*			
E-mail	*sandy@sciencespectrum.org*				
Sharbutt	Y	*4621 91st Street*	*1600 Broadway*	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. David		*Lubbock TX 79424*	*4412 74th Street B100*	*2nd:* -	
	Y		*Lubbock TX 79424*	*1st:* 1/14/2010 - 1/1/2012	
	Y	*(806) 783-0133*		*Fax:*	
	Y	*(806) 438-7707* *CELL*			
E-mail	*dsharbutt@zona.net*				
Whitehead	Y	*4618 86th Street*	*Prosperity Bank*	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. Tony		*Lubbock TX 79424*	*P.O. Box 1401*	*2nd:* -	
	Y		*Lubbock TX 79401*	*1st:* 1/14/2010 - 1/1/2012	
	Y	*(806) 794-7028*	*(806) 741-2110*	*Fax:* *(806) 747-5843*	
	Y	*CELL*			
E-mail	*tony.whitehead@prosperityban*				

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

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

Last Update: 11/23/2013

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
BOARD OF MANAGERS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (2)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	100.0% (2)
Female	51.5%	53.0%	24.7%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
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%	0.0% (0)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	100.0% (2)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Advisory board oversees the district's emergency (911) phone number. The 911 system is designed to speed emergency response to citizens seeking police, fire, medical, rescue and other emergency services.

QUALIFICATIONS: Members are appointed by the governing body of the most populous municipality in the district.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attendance	Eligible	Action
Hailey, Steve (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMEDATIONS:
To reappoint Steve Hailey

STAFF RECOMMENDATIONS:
To reappoint Steve Hailey

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/23/2013

Sorted: By Preference

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

LECD Board of Managers

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
Second Preference:										
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
Third Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3

Committee #17 LECD Board of Managers

Perm./Temp. Board: **P**

	Confidential?	***Home***	***Business***					***Reappt Elig.***
				Curr:	**1/1/2013**	-	**1/1/2015**	***Y***
Foster	N	***5002 100th Street***		***2nd:***		-		
Mr. Richard		***Lubbock TX 79424***		***1st:***	**1/27/2011**	-	**1/1/2013**	
	Y	***(806) 698-6207***		***Fax:***				
			CELL					
E-mail								
			Retired	***Curr:***	**1/1/2012**	-	**1/1/2014**	***Y***
Hailey	Y	***7806 Quincy Avenue***		***2nd:***	**1/1/2010**	-	**1/1/2012**	
Mr. Steve		***Lubbock TX 79424***		***1st:***	**2/28/2008**	-	**1/1/2010**	
	Y	***(806) 798-1210***		***Fax:***				
		(806) 445-6033	***CELL***					
E-mail								

Chair/Pres:		**Staff Liaison:**	N/A
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	Mike Coke

Legal Entity - No limit to number of reappointments.

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

Last Update: 11/23/2013

HOUSING FINANCE CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	71.4% (5)
Hispanic	32.6%	27.6%	10.1%	14.3% (1)
African-American	8.7%	7.4%	10.1%	14.3% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	57.1% (4)
Female	51.5%	53.0%	24.7%	42.9% (3)
GEOGRAPHIC DISTRIBUTION				
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%	0.0% (0)
District 4	17.0%	17.0%	20.6%	42.9% (3)
District 5	16.7%	19.4%	27.5%	42.9% (3)
District 6	17.2%	19.9%	19.3%	14.3% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

A legal entity which accomplishes public purposes of, and on behalf of, the City pursuant to the Texas Housing Finance Corporation Act by financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for residents of the City at affordable prices.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Lowry, Jeff (M,A,4)	At-Large	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMEDATIONS:

To replace Jeff Lowry:

Ty Craft (Application Pending)

STAFF RECOMMENDATIONS:

To replace Jeff Lowry:

Ty Craft (Application Pending)
Nita Kiesling (F,A,5)[1] West Mark Realtors
John Leonard (M,A,5) Scarlet Matador Realty

[1] Currently serves on Urban Renewal/Neighborhood Redevelopment Commission

LUBBOCK HOUSING FINANCE CORPORATION

3212 Avenue Q **Lubbock, Texas 79411** **Phone (806) 745-9559** **Fax (806) 765-5828**

December 2, 2013

Appointments Advisory Board
City of Lubbock
1625 13th Street
Lubbock, Texas 79401

RE: Lubbock Housing Finance Corporation Board Recommendation

Ladies and Gentlemen:

At the end of this year, one position on Lubbock Housing Finance Corporation's Board of Directors will become vacant. LHFC's by-laws state that it "shall attempt to ensure that each of the following groups have a minimum of one representative on the Board: mortgage lenders, home builders, real estate sales and apartment owners or managers." Jeff Lowry has indicated that, due to time constraints, he will not be able to serve another term as our **apartment owner or manager** representative; therefore, we recommend the following (in alphabetical order) for your consideration:

Ty Craft graduated from Texas Tech University in 1998 with a B.B.A. in Business Administration, and in 2002 with a Doctoral degree in Jurisprudence. In 2004 he began developing, managing and participating in ownership of residential rental and other real estate projects. Mr. Craft has broad experience in negotiations, contracts, asset purchase and disposition agreements, real estate and business transactions, acquisitions (raw land, multi family, commercial real estate & others), platting & subdivisions, and leasing. He is a member of the State Bar of Texas and the National Association of Realtors, and is a Licensed Texas Real Estate Broker.

Nita Kiesling is involved in all aspects of WestMark Companies which specializes in residential home sales, property management services, rentals, commercial sales and leasing, business brokerage and relocation services. (WestMark Property Management is a member of the Lubbock Apartment Association.) Her knowledge of the real estate market, as well as her genuine concern about and commitment to the housing needs of Lubbock citizens, made her an invaluable member of the LHFC Board in the past. Mrs. Kiesling has indicated her desire to serve again; and said that if her position on the Urban

Equal Housing Lender

Jeffery F. Lowry, President
Carl Russell, Jr., Vice President
Debora P. Ruiz, Secretary
Steven D. Yandell, Treasurer
Thomas J. Couture, Director
Calvin O. Davis, Director
Dwight I. Overton, Director
Shari D. Flynn, Executive Director

Renewal Agency Board would hinder her ability to be re-appointed to the LHFC Board, she would resign from the URA Board.

John Leonard has owned and operated rental property since 1992. He is a partner in Scarlet Matador Realty which focuses on property management in Lubbock and around the State. Mr. Leonard is very involved in the Lubbock and Texas Apartment Associations, having twice served as the local president. In addition, he is a former Lubbock City Councilman.

As the Lubbock Housing Finance Corporation considers ways to meet Lubbock's affordable housing needs, the need for community-minded board members with multi-family expertise is critical. Therefore, we appreciate your consideration of our recommendations – all of whom have expressed their interest in serving on the LHFC Board.

Please feel free to call if you have any questions or require additional information.

Sincerely,

Jeff Lowry
President

cc: Mr. Thomas Harris, Deputy City Secretary
Mr. Bill Howerton, Liaison

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/23/2013

Sorted: By Preference

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

Housing Finance Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
Second Preference:										
1306		Miller	Scott	M	A		40-49	R/E Investment	Millen Properties	5
Third Preference:										
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
Fourth Preference:										
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
Fifth Preference:										
Sixth Preference:										

Committee #21 Housing Finance Corporation — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
MORTGAGE LENDER			*Texas Tech Federal Credit Uni*	*Curr:* 1/1/2012 - 1/1/2018	*Y*
Couture		*6116 Louisville Drive*	*1802 Texas Tech Parkway*	*2nd:* -	
Mr. Tom		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* -	
			(806) 742-3606	*Fax:* *(806) 742-3699*	
		(806) 773-0496 CELL			
E-mail *tcouture@texastechfcu.org*					
AT LARGE			*Small Business Administration*	*Curr:* 1/1/2012 - 1/1/2018	*Y*
Davis		*5111 Itasca Street*	*1205 Texas Avenue*	*2nd:* -	
Mr. Calvin		*Lubbock TX 79414*	*Lubbock Tx 79401*	*1st:* -	
			(806) 472-7462	*Fax:* *(806) 472-7489*	
		(806) 744-8138 CELL			
E-mail *calvin.davis@sba.gov*					
REALTOR			*Mo VaDe Realty*	*Curr:* 1/1/2010 - 1/1/2016	*N*
Lopez	Y	*3210 109th Street, Unit B*	*3417 73rd Street, Suite L*	*2nd:* -	
Ms. Debora		*Lubbock TX 79423*	*Lubbock TX 79423*	*1st:* 2/19/2004 - 1/1/2010	
	Y	*(806) 747-9379*	*(806) 795-7794*	*Fax:*	
		(806) 535-3016 CELL			
E-mail *debora@debralopez.com*					
			Madera Residential	*Curr:* 1/1/2008 - 1/1/2014	*Y*
Lowry	Y	*4007 100th St*	*5214 68th Street Suite 402*	*2nd:* -	
Mr. Jeffery		*Lubbock TX 79423*	*Lubbock TX 79424*	*1st:* -	
	Y		*(806) 798-0888*	*Fax:* *(806) 798-0880*	
	Y	*(806) 797-7489*			
	Y	*(806) 239-3480 CELL*			
E-mail *jeff@maderaresidential.com*					
COUNCIL REP			*City Bank*	*Curr:* 1/1/2012 - 1/1/2018	*Y*
Overton	N	*4016 89th Street*		*2nd:* -	
Mr. Dwight		*Lubbock TX 79423*		*1st:* -	
	N	*doverton@citybanktexas.com*		*Fax:*	
	N	*(806) 798-3165*			
	N	*(806) 224-6400 CELL*			
E-mail					

Chair/Pres:	Debora Lopez	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	6 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Legal Entity's corp. by-laws supercede City Council's resolution regarding board members' term limits. Board's practice is for members to serve 2 terms.

CONTACT SHARI FLYNN (745-9559) WHEN NEW APPTS COME UP. REFER REQUESTS FOR BOARD ROSTER TO SHARI FLYNN.

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

Last Update: 11/23/2013

Committee #21 Housing Finance Corporation

Perm./Temp. Board: **P**

	Confidential?	***Home***	***Business***		*Reappt Elig.*
HOME BUILDER			***Russell Land & Development***	***Curr:*** 1/1/2012 - 1/1/2018	***Y***
Russell		***4429 79th St***	***3403 73rd St, Ste 7***	***2nd:*** -	
Mr. Carl		***Lubbock TX 79424***	***Lubbock TX 79423***	***1st:*** 10/27/2011 - 1/1/2012	
		(806) 795-4254	***(806) 793-7477***	***Fax:*** ***(806) 793-9854***	
		CELL			
E-mail					
AT-LARGE			***Lone Star State Bank***	***Curr:*** 1/1/2009 - 1/1/2015	***Y***
Yandell	N	***6410 Elkhart Avenue***	***2599 74th Street***	***2nd:*** -	
Mr. Steve		***Lubbock TX 79424***	***Lubbock TX 79423***	***1st:*** -	
	N	***(806) 794-7052***	***(806) 771-7717***	***Fax:*** ***(806) 771-7716***	
		CELL			
E-mail ***syandell@lonestarwtx.com***					

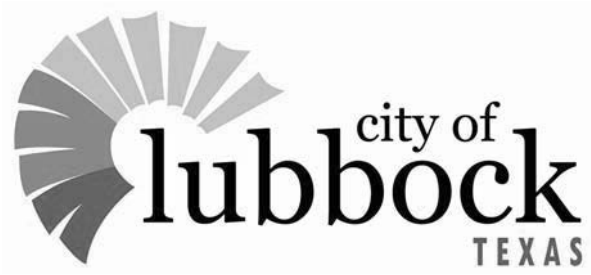
Chair/Pres:	Debora Lopez	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	6 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Legal Entity's corp. by-laws supercede City Council's resolution regarding board members' term limits. Board's practice is for members to serve 2 terms.

CONTACT SHARI FLYNN (745-9559) WHEN NEW APPTS COME UP. REFER REQUESTS FOR BOARD ROSTER TO SHARI FLYNN.

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

Last Update: 11/23/2013


city of
lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 17, 2013
8:30 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of September, 2013, in Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 8:30 a. m.

8:35 A.M. CITY COUNCIL CONVENED
Committee Room 103, 1625 13th Street, Lubbock, Texas

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

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

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

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

Note: LMPO addressed agenda items in the following order:

- *1.2-1.8*
- *Items 1.1 and 1.8 were deleted.*

1. Regular Agenda

1. 1. Public Comment Period/ Acknowledgment of Guests

***This item was deleted.**

1. 2. The Committee will approve the July 16, 2013 Meeting Minutes of the Transportation Policy Committee

***This item was deleted.**

1. 3. Discuss the pending FY 15 – 18 Transportation Improvement Program (TIP) and subsequent fiscally constrained funding strategy. No action will be taken.

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

26 This item was addressed without a quorum of Council Members present.

1. 4. Discuss and the Committee will take action regarding a strategy to allocate Category 2 - Metropolitan and Urban Area Corridor Projects funding appropriated in the 2014 Unified Transportation Plan (UTP).

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

Motion by Mayor Glen Robertson, seconded by Mayor Charles Addington (City of Wolfforth), to approve the additional $870,000 of Category 2 funding from the FY 2014 Unified Transportation Plan be appropriated to the Marsha Sharp Freeway.

Vote: 8 - 0 Motion carried by the Committee

1. 5. Discuss and the Committee will take action regarding a strategy to allocate Category 7 - Metro Mobility funding appropriated in the 2014 UTP.

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

Motion by Mayor Glen Robertson, seconded by Doug Eichorst, Distric Engineer for TxDOT, to reaffirm the TPC's previous policy and apply the $8.2 million dollars of Category 7 funding to the South Side Road project.

Vote: 8 - 0 Motion carried by the Committee

1. 6. Discuss and the Committee will take action regarding a strategy to allocate Category 12 - Strategic Priority/Category 7 Reconciliation funding appropriated in the 2014 UTP.

David Jones, Executive Director of Metropolitan Planning Organization; and Steve Warren, Texas Department of Transporation, gave comments and answered questions from the Board.

Motion by County Commissioner Patti Jones, seconded by Doug Eichorst, District Engineer for TxDOT, to approve the Category 12 - Strategic Planning/Category 7 Reconciliation funding of $160,000 to the South Slide Road project.

Vote: 8 - 0 Motion carried by the Committee

1. 7. Discuss and the Committee will take action regarding the consultant’s recommendation in the Loop 289 Ramp Study, Phase II.

David Jones, Executive Director of Metropolitan Planning Organization, gave a presentation on the Loop 289 Ramp Study and answered questions from the Committee.

Mayor Glen Robertson left before action was taken on this item.

1. 8. Reports
TxDOT

- “Turnback” Program
- Energy Sector Maintenance Proposal

Director’s

- Status of HJR1 & HB 1
- Status of the N. University Enhancement Project

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

***This item was deleted.**

9:31 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

[28] This item was addressed without a quorum of Council Members present.

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 16, 2013
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of October, 2013, Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p. m.

2:00 P.M. CITY COUNCIL CONVENED
Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy (arrived at 4:22 p.m.); Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

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

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

- *1.1; and Executive Session*
- *Items 3 - 4.15 were deleted.*

1. MINUTES

1. 1. Approval of the minutes of the Electric Utility Board meetings from September 17, 2013, and the corrected minutes from July 31, 2013.

Motion by Marc McDougal, seconded by Carroll McDonald, to approve the minutes of the September 17, 2013 Regular Electric Utility Board meeting and the corrected minutes of the July 31, 2013 Regular Electric Utility Board meeting.

Vote: 8 - 0 Motion carried by the Board

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:02 p.m. under the provisions of Section 551, Texas Government Code. The meeting reconvened into a public session at 7:15 p.m. There was not a quorum of City Council Members present when the meeting reconvened.

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

2. 1. 1. Discuss and deliberate generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements.

a. Discuss and the Board will take action on RFP #7140-13-ELP for Brandon Station LM2500 Overhaul.

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

a. Discuss and the Board will take action on RFP #7125-13-ELD for Professional Services for Transmission Design and Construction Oversight Consulting Services.

2. 1. 3. Discuss and the Board will take action on bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements.

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

b. Discuss and the Board will take action regarding generation, steam off-take, and related contracts with Red Raider Sports Properties and Texas Tech University.

2. 1. 4. Discuss and deliberate proposed system modifications related to billing systems, bill simplification, and improved customer outreach.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Appeal Case No. 07-12-0438-CV of Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; Claim No. 13-C-213; Montez v. City of Lubbock, Case No. 2012-504,461, Lockett demand letter; attendees at executive session meetings of the Board; non-disclosure agreements related to submissions, plans, studies, and analyses for generation additions; solicitation(s) for LP&L administrative and back-office functions pursuant to § 2.03.415(c) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12).

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, § 551.074 (a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Chief Executive Officer/Director of Electric Utilities, Electric Utility Board, West Texas Municipal Power Agency).

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

***This item was deleted.**

4. **REGULAR AGENDA**

This item was addressed without a quorum of Council Members present.

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

***This item was deleted.**

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

***This item was deleted.**

4. 3. Presentation regarding state-approved procurement processes for governmental entities and municipal utilities.

***This item was deleted.**

4. 4. Discuss and the Board will take action on non-disclosure agreements related to submissions, plans, studies, and analyses for generation additions.

***This item was deleted.**

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

***This item was deleted.**

4. 6. Discuss and deliberate LP&L's retail electric utility business practices, procedures, policies, management, governance and operations.

***This item was deleted.**

4. 7. Discuss and the Board will take action on recommendations for appointments to the Electric Utility Board pursuant to § 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12.

***This item was deleted.**

4. 8. Discuss and the Board will take action regarding a resolution to enter into an interlocal agreement to enroll in the Texas Comptroller of Public Account's Cooperative Purchasing Program.

***This item was deleted.**

4. 9. Discuss and the Board will take possible actions regarding the development of recommendations related to electric infrastructure modifications as part of downtown Lubbock economic development initiatives.

***This item was deleted.**

4. 10. Discuss and the Board will take action regarding attendance in executive session meetings.

***This item was deleted.**

4. 11. Discuss and the Board will take action regarding forms and submittals by Electric Utility Board members to the City of Lubbock.

***This item was deleted.**

4. 12. Discuss and the Board will take action on the purchase of Versalift Aerial Trucks to Versalift Southwest using the Texas Multiple Award Schedule, TXMAS Contract 6-23V020.

***This item was deleted.**

4. 13. The Board will consider a resolution on recommendations for appointments to the West Texas Municipal Power Agency pursuant to Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock.

***This item was deleted.**

4. 14. Discuss and the Board will take action regarding solicitation(s) for LP&L administrative and back-office functions pursuant to § 2.03.415(c) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12.

***This item was deleted.**

4. 15. Discuss and the Board will take action regarding generation, steam off-take, and related contracts with Red Raider Sports Properties and Texas Tech University.

***This item was deleted.**

5:15 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

This item was addressed without a quorum of Council Members present.

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 23, 2013
9:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 23rd of October, 2013, at Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 9:00 a. m.

9:00 A.M. CITY COUNCIL CONVENED
Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy (arrived at 9:12 a.m.); Council Member Todd R. Klein; Council Member Floyd Price (left at 9:42 a.m.); City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

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

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

- *Executive Session; and 2.1- 2.3.*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 9:01 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 10:28 a.m.

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

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

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

1. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Procurement of electric generation beginning in 2019).

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Investigation regarding alleged improper generation procurement activities; retention of outside counsel).

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

2. REGULAR AGENDA

2. 1. Discuss and the Board will take action on retention of outside counsel.

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

Motion by Emilio Abeyta, seconded by George Carpenter, to retain counsel for investigation of RFP.

Vote: 7 - 0 Motion carried by the Board

2. 2. Discuss and the Board will take action regarding the Request for Proposals related to the procurement of electric generation beginning in 2019.

Motion by George Carpenter, seconded by Carroll McDonald, to hold off until investigation is complete.

Vote: 5 - 2 Motion carried by the Board

NAY: Marc McDougal and Clayton Isom

2. 3. Discuss and the Board will take action regarding the appointment, employment, evaluation, reassignment, duties of the Director of Electric Utilities.

Motion by Emilio Abeyta, seconded by George Carpenter, to take no action.

Vote: 5 - 2 Motion carried by the Board

NAY: Marc McDougal and Clayton Isom

10:30 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 21, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 21st of November, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.7; Citizen Comments 3.1 (sign-ups); 4.1; 5.1-5.4; 5.6-5.8; 5.10-5.14; 5.16-5.17; 5.19-5.24; 5.26-5.31; 5.5; 5.9; 5.18; 5.25; 5.32-5.34; 6.1-6.3; 6.5-6.6; 6.4; 6.7-6.9; and 7.1-7.3.*
- *Item 5.15 was deleted.*

1. Executive Session

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

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Concerning the Omni Building located at 1208 14th Street, Lubbock, Texas.

1. 1. 2. Concerning matters related to continued service on the Electric Utility Board by members whose terms expire on November 1, 2014.

1. 1. 3. Coyote Lake Ranch, LLC v. City of Lubbock, Cause No. 9245, in the 287th District Court, Bailey County, Texas.

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 Department.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 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

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

1. 5. 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 Canadian River Municipal Water Authority (CRMWA), Permit & License Appeal Board (PLAB), and Planning & Zoning Commission.

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

2. Proclamations and Presentations

2. 1. Invocation by Senior Pastor Adam Pardue, Highland Baptist Church

Senior Pastor Adam Pardue, Highland 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 for the National Day of Adoption on November 22, 2013.

Mayor Pro Tem Karen Gibson presented a special recognition for the National Day of Adoption on November 22, 2013. Thomas Harris, Deputy City Secretary and member of the Adoption Day Committee, gave thanks to the City Council and invited citizens to the National Day of Adoption event on November 22, 2013.

2. 4. Presentation of a special recognition to the Office of the City Secretary-Vital Statistics Unit for receiving the 2013 Exemplary Five-Star Award by the Texas Department of State Health Services.

Council Members Latrelle Joy and Floyd Price presented a special recognition to the Office of the City Secretary - Vital Statistics Unit for receiving the 2013 Exemplary Five-Star Award by the Texas Department of State Health Services. Becky Garza, City Secretary, gave thanks to the City Council and spoke about the requirements for the Exemplary Five-Star Award. Those receiving the Award and recognition were: Eva Smith, Norma Garcia, Ida Northcott, and Minerva Bitela.

2. 5. Presentation of a special recognition for National Hospice and Palliative Care Month.

Council Member Jim Gerlt presented a special recognition for National Hospice and Palliative Care Month. Susan Moeller and Robin Moore, with Hospice of the South Plains, appeared to accept the recognition. Ms. Moore gave comments on what Hospice does and gave thanks to the City Council for the recognition.

2. 6. Presentation of a special recognition for National Diabetes month.

Council Member Todd R. Klein presented a special recognition for National Diabetes month. Martha Atwood, Executive Director for the American Diabetes Association, gave thanks to the City Council for the recognition and urged all citizens to be proactive with their health.

2. 7. **Board Appointments:**

Lubbock Housing Authority:

Charles Jeanette Contee - Ms. Contee gave thanks to the City Council for her appointment.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. **Sign-ups:**

- Debbie Bartholomew appeared before Council to discuss issues with the Lubbock County Grand Jury.
- Maurice Stanley appeared before Council to discuss going forward regarding LP&L issues.
- Armando Gonzales appeared before Council to discuss issues with Council Member Victor Hernandez.
- Leann Lamb-Vines appeared before Council to discuss her support and concerns with item 6.7 (amending the current rate/tariff schedule for LP&L).

4. **Minutes**

4. 1. October 24, 2013 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve the October 24, 2013 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 Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve items 5.1-5.4; 5.6-5.8; 5.10-5.14; 5.16-5.17; 5.19-5.24; and 5.26-5.31.

Vote: 7 - 0 Motion carried

5. 1. Budget Ordinance Amendment 1st Reading - Finance : Ordinance No. 2013-O0110, Amendment 4, amending the Adopted FY 2013-14 Budget respecting the Water Enterprise Fund for the purchase of two vehicles by the Water Conservation and Education Department.

5. 2. Budget Ordinance Amendment 1st Reading - City Attorney: Ordinance No. 2013-O0111, Amendment 3, amending the Adopted FY 2013-14Budget respecting the General Fund by adding one Attorney III position to Position Control and respecting the Risk Management Fund by amending the payroll and benefits.

5. 3. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2013-O0109, Amendment 2, amending the Adopted FY 2013-14 Budget respecting the Grant Fund to accept and appropriate funds from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant.

5. 3. 1. Contract Resolution - Parks and Recreation: Resolution No. 2013-R0391 authorizing the Mayor to execute a contract 11667 with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging Direct Purchase of Services Program to provide meals and transportation services for the City's Senior Citizens Program.

5. 4. Ordinance 2nd Reading - Finance: Ordinance No. 2013-O0108 of the City Council of the City of Lubbock amending Ordinance No. 2007-O0116 regarding the City's participation in the Texas Enterprise Zone Program pursuant to Texas Government Code Chapter 2303, by revising the list of Enterprise Zone block groups, expanding the list of incentives, designating a liaison for communication with interested parties and nominating X-Fab Texas, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an enterprise project.

5. 5. Resolution - Finance : Resolution No. 2013-R0412 authorizing the Mayor to execute a commercial tax abatement agreement with Luma Properties I.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0412.

Vote: 7 - 0 Motion carried

5. 6. Resolution - Traffic Engineering : Resolution No. 2013-R0392 authorizing the Mayor to execute purchase order contract 10010270 with McCain, Inc. for traffic signal cabinets ITB 14-11537-TL.

5. 7. Ordinance 2nd Reading - Right-of-Way: Ordinance No. 2013-O0106 abandoning and closing a 10-foot temporary water line easement located in Section 21, Block AK, Lubbock County, Texas, 6209 109th Street.

5. 8. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2013-O0107 abandoning and closing a electric guy wire easement located in Section 7, Block B, 806 34th Street.

5. 9. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0112 abandoning and closing two 60-foot drainage and underground utility easements and a 50-foot drainage and utility easement located in Tract 33, Overton Park Lubbock County, Texas.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0112.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 10. **Resolution - Right-of-Way** : Resolution No. 2013-R0393 authorizing the City Council to accept on behalf of the City an easement from Kenneth Huffaker and Sonja Huffaker, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 11. **Resolution - Right-of-Way** : Resolution No. 2013-R0394 authorizing the City Council to accept on behalf of the City of Lubbock a easement from Lannie R Marshall, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 12. **Resolution - Right-of-Way** : Resolution No. 2013-R0395 authorizing the City Council to accept on behalf of the City of Lubbock a easement from Peggy Jean Martin, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 13. **Resolution - Right-of-Way** : Resolution No. 2013-R0396 authorizing the City Council to accept on behalf of the City of Lubbock a easement from Refuge Services, Inc, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 14. **Resolution - Right-of-Way** : Resolution No. 2013-R0397 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from William B. Wallace regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

5. 15. **Resolution - Right-of-Way** : Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a easement from AMMMK, Ltd, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 44, Block AK.

This item was deleted.

5. 16. **Contract Resolution - Solid Waste:** Resolution No. 2013-R0398 authorizing the Mayor to execute contract 11347 with Parkhill, Smith & Cooper, Inc., for engineering services for maintaining compliance with environmental regulations and reporting requirements, RFQ 13-11347-MA.

5. 17. **Contract Resolution - Fleet:** Resolution No. 2013-R0399 authorizing the Mayor to execute Amendment 1 to contract 10592 with Wild West Harley-Davidson for the lease of 14 police motorcycles.

5. 18. **Contract Resolution - Community Development:** Resolution No. 2013-R0413 authorizing the Mayor to execute contract 11663 between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0413.

Vote: 7 - 0 Motion carried

5. 19. **Contract Resolution - Community Development:** Resolution No. 2013-R0400 authorizing the Mayor to execute contract 11662 between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

5. 20. **Contract Resolution - Community Development:** Resolution No. 2013-R0401 authorizing the Mayor to execute contract 11664 between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).

5. 21. **Contract Resolution - Community Development:** Resolution No. 2013-R0402 authorizing the Mayor to execute contract 11568 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City of Lubbock and the Lubbock Boys and Girls Clubs from the Community Development Block Grant (CDBG) to fund the Youth Summer Program.

5. 22. **Contract Resolution - Community Development:** Resolution No. 2013-R0403 authorizing the Mayor to execute contract 11569 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City of Lubbock and the Communities In Schools on the South Plains from the Community Development Block Grant (CDBGF) to fund the Champions Program an in-school program to help youth stay in school.

5. 23. **Contract Resolution - Community Development:** Resolution No. 2013-R0404 authorizing the Mayor to execute contract 11567 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Community Health Center of Lubbock from the Community Development Block Grant (CDBG) for dental care services.

5. 24. **Contract Resolution - Community Developement:** Resolution No. 2013-R0405 authorizing the Mayor to execute contract 11570 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Texas Tech University Early Head Start from the Community Development Block Grant (CDBG) for supplement to child education services.

5. 25. **Contract Resolution - Community Development:** Resolution No. 2013-R0414 authorizing the Mayor to execute contract 11571 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and WorkForce Solutions South Plains from the Community Development Block Grant (CDBG) for child care services.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0414.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 26. **Contract Resolution - Community Development:** Resolution No. 2013-R0406 authorizing the Mayor to execute contract 11572 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and YWCA of Lubbock from the Community Development Block Grant (CDBG) for childcare services and an educational/recreational program.

5. 27. **Contract Resolution - Community Development:** Resolution No. 2013-R0407 authorizing the Mayor to execute contract 11573 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

5. 28. **Contract Resolution - Community Development:** Resolution No. 2013-R0408 authorizing the Mayor to execute contract 11574 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for the emergency shelter operations.

5. 29. **Contract Resolution - Community Development:** Resolution No. 2013-R0409 authorizing the Mayor to execute contract 11576 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Link Ministries from the Emergency Solutions Grant (ESG) for the emergency shelter essential services program.

5. 30. **Contract Resolution - Community Development:** Resolution No. 2013-R0410 authorizing the Mayor to execute contract 11575 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Women's Protective Services from the Emergency Solutions Grant (ESG) for the emergency shelter essential services and rapid re-housing programs.

5. 31. **Contract Resolution - Community Development:** Resolution No. 2013-R0411 authorizing the Mayor to execute contract 11665 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Salvation Army a Georgia Corporation from the Emergency Solutions Grant (ESG) for emergency shelter operations and homeless prevention.

5. 32. **Contract Resolution - Community Development:** Resolution No. 2013-R0415 authorizing the Mayor to execute contract 11577 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Community Housing Resource Board from the HOME Partnership Grant (HOME) for administration and operations.

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0415.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 33. **Contract Resolution - Community Development:** Resolution No. 2013-R0416 authorizing the Mayor to execute contract 11578 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City and Community Housing Resource Board from the HOME Partnership Grant (HOME) for the Lease Purchase Program.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0416.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 34. **Contract Resolution – Human Resources** : Resolution No. 2013-R0417 authorizing the Mayor to execute contract 11498 with Management Advisory Group International, Inc. for Classification and Compensation Study, RFP 13-11498-TL.

Leisa Hutcheson, Director of Human Resources; James Urban, Assistant Director of Human Resources; Quincy White, Assistant City Manger; and James Loomis, City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0417.

Vote: 7 - 0 Motion carried

6. Regular Agenda

6. 1. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2013-O0113, Zone Case 3047-J, a request of James Rasmussen for a zoning change from GO and CB-2 to GO and R-1 Specific Use for townhomes on 7.449 acres of unplatted land out of Block E2, Section 23, north of 122nd Street and west of Quaker Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:00 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:01 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0113.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2013-O0114, Zone Case 3129-B, a request of Appaloosa Development, LP for a zoning change from T to IHC on 5.464 acres of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2013-O0114.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2013-O0115, Zone Case 2627-F, a request of Thomas Larson, for Pawn Lubbock, for a zoning change from C-4 to C-4 to amend the conditions in Ordinance 9264 on the west half of Lot 2, Lots 5 and 6, Block 2, West End Place Addition, 6207 19th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:04 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:04 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0115.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2013-O0118 Zone Case 3215, a request of Matthew Guyear for a zoning change from R-1 to R-2 for a duplex on Lot 11, Block 2, Lincoln Heights Addition, 3812 36th Street, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:05 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:05 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0118.

Vote: 7 - 0 Motion carried

6. 5. **Public Hearing 6:30 p.m. - Planning:** Ordinance No. 2013-O0116, Zone Case 3216, a request of Craig Ray, for Jesse Salazar, for a zoning change from R-2 to AM on Lot 13, Block 2, Ellwood Place Addition, 2425 20th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:04 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:04 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0116.

Vote: 7 - 0 Motion carried

6. 6. **Public Hearing 6:30 p.m. – Planning** : Ordinance No. 2013-O0117, Zone Case 3217, a request of Hunn Designs for a zoning change from T to AM Specific Use on 4.0 acres of unplatted land out of Block E-2, Section 16, 10202 and 10210 Quaker Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:04 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:04 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0117.

Vote: 7 - 0 Motion carried

6. 7. **Resolution - Lubbock Power & Light** : Resolution No. 2013-R0418 amending the current rate/tariff schedule of LP&L, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective December 1, 2013.

Andy Burcham, LP&L Chief Financial Officer, gave a presentation on the rate-tariff schedule and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0418.

Vote: 7 - 0 Motion carried

6. 8. **Board Appointments - City Secretary:** Resolution No. 2013-R0419 for the City Council to cast votes for candidates to the Lubbock Central Appraisal District Board of Directors.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0419, appointing the following with their number of votes:

- Brady Goen - 198 Votes
- Arlee Jackson - 198 Votes
- Greg Jones - 198 Votes
- Bobby McQueen - 198 Votes
- LeRoy Montoya - 199 Votes

Vote: 7 - 0 Motion carried

6. 9. **Board Appointments - City Secretary:** Consider one appointment to the Airport Board, one appointment to CRMWA, one appointment to Keep Lubbock Beautiful Advisory Committee, one appointment to PLAB, and one appointment to Planning & Zoning Commission.

Airport Board: Motion by Council Member Todd R. Klein, seconed by Council Member Jim Gerlt, to reappoint Calvin Davis.

Vote: 7 - 0 Motion carried

Canadian River Municipal Water Authority: Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson, to appoint James Conkwright to replace Quinton McDonald.

Vote: 7 - 0 Motion carried

Keep Lubbock Beautiful Advisory Committee: Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to appoint Lisa Low to replace Kristen Vander-Plas.

Vote: 7 - 0 Motion carried

Permit & License Appeal Board: Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to appoint Karen Peoples to replace Steve Warren.

Vote: 7 - 0 Motion carried

Planning and Zoning Commission: Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein, to reappoint Tony Renteria.

Vote: 7 - 0 Motion carried

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

7. 1. Presentation and discussion by David Rodriguez of Texas Municipal Retirement System, regarding the recent and upcoming changes to TMRS.

David Rodriguez, with Texas Municipal Retirement System, gave a presentation regarding the recent and upcoming changes to TMRS and answered questions from Council.

7. 2. Discussion and update from the City of Lubbock-Lubbock County Law Enforcement Facilities Task Force as set forth by Resolution 2013-R0169, May 23, 2013.

Roger Ellis, Police Chief; Kelly Rowe, Lubbock County Sheriff; and Maurice Stanley, Task Force member, gave an update from the City of Lubbock-Lubbock County Law Enforcement Facilities Task Force and answered questions from Council.

7. 3. Presentation and update on the Public Awareness Campaign concerning texting and driving, mobile phone use while driving, and distracted, reckless and aggressive drivers.

Roger Ellis, Police Chief, gave an update on the Public Awareness Campaign concerning texting and driving, mobile phone use while driving, and distracted, reckless, and aggressive drivers and answered questions from Council.

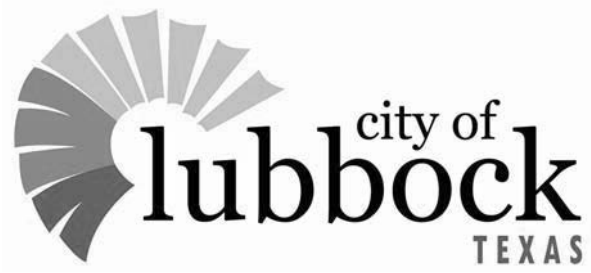
9:36 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

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

Meeting Date: 12/19/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0119 Amendment 5 amending the Adopted FY 2013-14 Budget respecting the Criminal Investigation Special Revenue Fund and the Confidential Informant Fund; providing for filing; and providing for a savings clause.

Item Summary

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

I. Amend the Criminal Investigation Special Revenue Fund by appropriating $797,440 available fund balance for specialized investigative equipment and supplies, computer software and equipment, lab equipment, SWAT equipment, and training and travel expenses. Revenues in this fund are received through court award, when the Police Department confiscates funds during illegal or criminal activity. The revenues in this fund must be used in accordance with provisions in the Texas Code of Criminal Procedure Chapter 59 and related federal statutes.

II. Amend the Confidential Informant Special Revenue Fund by appropriating $48,000 available fund balance for the purchase of information and evidence related to crimes such as homicides, burglaries, thefts, etc.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 5

Budget Detail - Informant Fund

Budget Detail - Special Investigations Fund

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CRIMINAL INVESTIGATION SPECIAL REVENUE FUND AND THE CONFIDENTIAL INFORMANT 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 2012-13 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #5) for municipal purposes, as follows:

I. Appropriate $797,440 for the Criminal Investigation Special Revenue Fund.

II. Appropriate $48,000 for the Confidential Informant Fund.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccodcs/BudgetFY1314.Amend5.ord
November 20, 2013

LUBBOCK POLICE DEPARTMENT
FORFEITED PROCEEDS BUDGET
FY 2013-2014
139 Confidential Informant Fund

Texas Code of Criminal Procedure Article 59.06, Section (d), listed below, requires a budget for the expenditure of forfeited proceeds to be submitted to the governing body of the municipality. This budget will run the fiscal budget year of October 1st 2013 to September 30th 2014.

Article 59.06, Section (d) reads as follows:

> "Proceeds awarded under this chapter to a law enforcement agency or to the attorney representing the state may be spent by the agency or the attorney after a budget for the expenditure of the proceeds has been submitted to the commissioners court or governing body of the municipality. The budget must be detailed and clearly list and define the categories of expenditures, but may not list details that would endanger the security of an investigation or prosecution. Expenditures are subject to audit provisions established under this article. A commissioner's court or governing body of a municipality may not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the agency or the attorney receives from the commissioner's court or governing body at or after the time the proceeds are awarded. The head of the agency or attorney representing the state may not use the existence of an award to increase a salary, expense, or allowance for an employee of the attorney or agency who is budgeted by the commissioners court or governing body unless the commissioners court or governing body first approves the expenditure."

The FY 13-14 budget of forfeited proceeds to the Lubbock Police Department is outlined below. The listed budget amounts were determined by historical spending. The listed projected available amounts were, determined by the **account balances as of November 20, 2013**.

139	Confidential Informant Fund	$48,000

Used for the purchase of information and evidence related to crimes such as homicides, burglaries, thefts, etc. This account was previously established, and has no other funds feeding into it.

The unused funds from 2012-2013 should roll over into the 2013-2014 139 account.

2013-2014 Police CI 139 Detailed Justification		FY 13-14 AMOUNT
8302	PRO-PROFESSIONAL SER	
	JUSTIFICATION: confidential informant payments on cases originating from the Patrol Division	
TOTAL		$48,000

LUBBOCK POLICE DEPARTMENT FORFEITED PROCEEDS BUDGET FY 2013 – 2014 142 Special Investigations Fund

Texas Code of Criminal Procedure Article 59.06, Section (d), listed below, requires a budget for the expenditure of forfeited proceeds to be submitted to the governing body of the municipality. This budget will run the fiscal budget year of **October 1st 2013 to September 30th 2014**.

Article 59.06, Section (d) reads as follows:

> "Proceeds awarded under this chapter to a law enforcement agency or to the attorney representing the state may be spent by the agency or the attorney after a budget for the expenditure of the proceeds has been submitted to the commissioners court or governing body of the municipality. The budget must be detailed and clearly list and define the categories of expenditures, but may not list details that would endanger the security of an investigation or prosecution. Expenditures are subject to audit provisions established under this article. A commissioner's court or governing body of a municipality may not use the existence of an award to offset or decrease total salaries, expenses, and allowances that the agency or the attorney receives from the commissioner's court or governing body at or after the time the proceeds are awarded. The head of the agency or attorney representing the state may not use the existence of an award to increase a salary, expense, or allowance for an employee of the attorney or agency who is budgeted by the commissioners court or governing body unless the commissioners court or governing body first approves the expenditure."

The **FY 13-14** budget of forfeited proceeds to the Lubbock Police Department is outlined below. The listed budget amounts were determined by historical spending. The listed projected available amounts were, determined by the **account balances as of November 14, 2013**.

142	Special Investigative Fund	$797,440

This account is used to purchase Computer equipment, software, office and lab equipment, SWAT equipment, training and travel expenses, and equipment for officer's use in direct law enforcement duties.

The monies used to supply this fund are obtained from Police Trust Account 144. When money is seized under Chapter 59 of the Texas Code of Criminal Procedure, it is taken to the City Of Lubbock accounting department for deposit into the "Pending" account. The funds are held in this account until a court of proper jurisdiction rules on the case. The court can award all or partial amounts of the seizure or order the full return of the seizure to the defendant. After a court of proper jurisdiction issues an order granting the Police Department the funds or the asset, the funds or the funds from the sale of the asset is then moved from 144 (Pending Trust Account) to 142. **The unused funds from 2012-2013 should roll over into the 2013-2014 142 account.**

2013-2014 Police
Awarded Trust 142
Detailed Justification

FY 13-14
AMOUNT

8101	**SUP- SUPPLIES**	**$5,000**

JUSTIFICATION:

Confidential informant payments and specialized investigations cost.

8109	**SUP- PHOTOGRAPHIC SUPPLIES**	**$10,000**

JUSTIFICATION:

Specialized camera equipment and supplies used in covert investigations or normal Patrol operations, and unexpected replacement of equipment or purchase of new equipment.

8163	**EQ SUP-OTH MACH & EQUIP SPLY**	**$262,440**

JUSTIFICATION:

Surveillance and undercover operations equipment, crime scene processing and investigations equipment. Patrol rifles and specialized weapons.

8202	**EQ MAINT-MOTOR VEHICLE**	**$20,000**

JUSTIFICATION:

Unexpected Vehicle repairs and maintenance on seized and undercover vehicles.

8204	**EQ MAINT- OFFICE FURNITURE & EQUIPMENT**	**$20,000**

JUSTIFICATION:

Replacement of or purchase of new furniture and office equipment for new Investigators.

8221	BLD MAINT-BUILDINGS MUNICIPAL	$350,000

JUSTIFICATION:

Repair and maintenance of office space. Barn, berms, and baffles at firing range.

9111	MISC. TRAINING AND TRAVEL	$30,000

JUSTIFICATION:

Specialized and basic training classes for Investigations, Administration, and Patrol that becomes unexpectedly available. Unexpected travel to investigate criminal cases originating in Lubbock

9146	EQ MAINT- COMPUTER EQUIP	$20,000

JUSTIFICATION:

Computer Surveillance and undercover operations equipment, crime scene processing and investigations equipment. Unexpected replacement or purchase of computers and computer equipment.

9147	MISC. COMMUNICATION EQUIPMENT	$30,000

JUSTIFICATION:

Purchase of in car radios, hand held portable radios and various other communications supplies.

9148	MISC. OTHER EQUIPMENT	$10,000

JUSTIFICATION:

Purchase or replacement of office related equipment such as computer scanners, fax machines etc.

9220	EQ CAP OUT-MOTOR

VEHICLES	**$40,000**

JUSTIFICATION:

For use in paying off small remainders of liens on seized vehicle awarded to the Police Department from narcotic related seizures.

TOTAL	**$797,440**

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

Meeting Date: 12/19/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0120 Amendment 6 amending the Adopted FY 2013-14 Budget respecting the Capital Program to amend Capital Improvement Project (CIP) 92126, Southeast Water Reclamation Plant Improvements Phase II, AND CIP 8524, Canyon Lake System Reuse Study; and respecting the Wastewater Enterprise Fund; providing for filing; and providing for a savings clause.

Item Summary

On December 12, 2013, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92126, Southeast Water Reclamation Plant Improvements Phase II, by decreasing the appropriation by $690,496, from $49,894,389 to $49,203,893, and close the project.

II. Amend Capital Improvement Project 8524, Canyon Lake System Reuse Study, by increasing the appropriation by $800,000, from $1,419,800 to $2,219,800, for the completion of the construction of Outfall 007 associated with Plant 4 improvements necessary for stream discharge. The funding will be $690,496 in FY 2008 Wastewater Certificates of Obligation from Capital Improvement Project 92126 and $109,504 in Wastewater Fund net assets.

III. Amend the transfer from the Wastewater fund to the Wastewater capital project fund by increasing the appropriation from $0.00 to $109,504.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 6

CIP Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92126, SOUTHEAST WATER RECLAMATION PLANT IMPROVEMENTS PHASE II, AND CIP 8524, CANYON LAKE SYSTEM REUSE STUDY; AND RESPECTING THE WASTEWATER ENTERPRISE 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 2012-13 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #6) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92126, Southeast Water Reclamation Plant Improvements Phase II, by decreasing the appropriation by $690,496, from $49,894,389 to $49,203,893, and close the project.

II. Amend Capital Improvement Project 8524, Canyon Lake System Reuse Study, by increasing the appropriation by $800,000, from $1,419,800 to $2,219,800, for the completion of the construction of Outfall 007 associated with Plant 4 improvements necessary for stream discharge.

III. Amend the transfer from the Wastewater fund to the Wastewater capital project fund by increasing the appropriation from $0.00 to $109,504.

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.Amend6.ord
November 25, 2013

Capital Project
Project Cost Detail
Budget Amendments
December 5, 2013

Capital Project Number:	92126
Capital Project Name:	Southeast Water Reclamation Plant Improvements Phase II
Capital Project Number:	8524
Capital Project Name:	Canyon Lake System Reuse Study

	92126	8524	Total
Current Appropriation Amount	$ 49,894,389	1,419,800	$ 51,314,189
Proposed Amendment	(690,496)	800,000	109,504*
Total Proposed Appropriation	$ 49,203,893	2,219,800	$ 51,423,693

*Transfer from Wastewater fund

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

Meeting Date: 12/19/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 7 amending the adopted FY 2013-14 Budget respecting the grant fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5311(f) Grant; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate an additional $13,278 from TxDOT for the Section 5311(f) Grant, for a total appropriation of $263,278.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 7

Grant Detail Sheet - Citibus FY 13 Section 5311(f)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SECTION 5311(F) 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 #7) for municipal purposes, as follows:

I. Accept and appropriate an additional $13,278 from TXDOT for the Section 5311(f) Grant, for a total appropriation of $263,278.

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

BudgetFY1314.Amend7.ord

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
December 19, 2013

Administrative Information:

City Assigned Grant Number:	88035
Grant Name:	Section 5311(f) Federal Intercity Bus
Grant Effective Date:	4/25/2013-5/31/2014
Grant Provider/Agency:	Texas Department of Transportation
Original Appropriation Date:	5/1/2013
Original Appropriation-Budget Ordinance:	2013-O0038
Original Grant Acceptance-Resolution:	2013-R0121

Budget Information:

Grant Amendment Detail	5/1/2013 Award Amount	Amendment Amount	Total Award Amount
Downtown Transfer Plaza expansion/renovation	$ 250,000	13,278	$ 263,278
Total Amendment	$ 250,000	13,278	$ 263,278

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Public Works Water Resources: Consider a resolution authorizing the Mayor to execute contract 11700 with the U.S. Geological Survey (USGS) a division of the U.S. Department of Interior located in Austin, Texas to simulate the Lake Alan Henry watershed hydrology and the effects of brush management on water yields.

Item Summary

Through this agreement with the USGS, a watershed modeling tool will be developed to help the City manage the quantity and quality of water in the Lake Alan Henry watershed and reservoir. In addition, this feasibility study will qualify the City for funding through the Texas State Soil and Water Conservation Board's (TSSWCB's) Water Supply Enhancement Program (WSEP). The objective of the study is to develop a watershed model that can be used to simulate the effects of brush management, such as saltcedar, on Lake Alan Henry water yields. The City initiated a saltcedar management program in 2013. Additional information regarding the Lake Alan Henry watershed provided through this agreement is needed to effectively manage the saltcedar.

The USGS and TSSWCB are both contributing $15,000 and $50,000 respectively toward the completion of this project. The project will take approximately two and a half years to complete.

Fiscal Impact

This contract is a three year agreement for a total contract amount of $100,400. $40,000 is appropriated in the FY 2013-14 Water Fund Operating Budget for the first year of the agreement.

Staff/Board Recommending

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

Attachments

Resolution - USGS Watershed

Agreement - USGS Watershed

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for services by and between the United States Department of the Interior for the projects Texas Data Collection Program, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Aubrey A. Spear, P.E., Director of Water Resources

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.Agrmnt.US Dept of the Interior, Tx Data Collection Prog
11.21.13

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement #: 14CMTX033010000
Customer #: TX033
Project #: SJ009ME
TIN #: 75-6000590
USGS DUNS #: 128821266

Fixed Cost Agreement Yes [X] **No** [ ]

THIS AGREEMENT is entered into as of the 1st day of December, 2013, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Lubbock party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the Texas Water Science Center, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $15,000 by the party of the first part during the period December 1, 2013 to March 31, 2016

(b) $100,400 by the party of the second part during the period December 1, 2013 to March 31, 2016

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Quarterly . Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366
(Oct. 2005)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resources Investigations

Agreement #: 14CMTX033010000
Customer #: TX033
Project #: SJ009ME
TIN #: 75-6000590
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Timothy Raines
TX WSC N Texas Program Office Chief
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 201
Fax: (817) 361-0459
Email: thraines@usgs.gov

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 225
Fax: (817) 361-0459
Email: kkbecher@usgs.gov

Customer Technical Point of Contact

Name: Aubrey Spear
Director of Water Resources
Address: 402 Municipal Drive
Lubbock, TX 79457
Telephone: (806) 775-2585
Fax: (806) 775-3027
Email: aspear@mail.ci.lubbock.tx.us

Customer Billing Point of Contact

Name: Aubrey Spear
Director of Water Resources
Address: 402 Municipal Drive
Lubbock, TX 79457
Telephone: (806) 775-2585
Fax: (806) 775-3027
Email: aspear@mail.ci.lubbock.tx.us

U.S. Geological Survey
United States
Department of the Interior

Signature

By _____ Date: 11/14/2013
Name: Tim Raines
Title: Acting Director

City of Lubbock

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

THE CITY OF LUBBOCK:

Glen C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO FORM:

Amy L. Sims
Assistant City Attorney

APPROVED AS TO CONTENT:

Aubrey A. Spears, P.E.,
Director of Water Resources

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

USGS
science for a changing world

A PROPOSAL SUBMITTED TO: City of Lubbock Water Department and Texas State Soil and Water Conservation Board

Simulating Watershed Hydrology and the Effects of Brush Management on Water Yields to Lake Alan Henry, West Texas



United States Geological Survey
Texas Water Science Center
May 2013

Background

Lake Alan Henry is a run-of-river reservoir formed by the John T. Montford dam on the Double Mountain Fork Brazos River primarily in Garza County, Tex. (fig. 1) (Asquith and Vrabel, 2011). The reservoir is operated by the City of Lubbock and has recently become an "online" municipal water supply to the city. The City of Lubbock is interested in preserving and potentially enhancing the quantity and quality of water in the reservoir. In order to address potential issues that could affect the quantity and quality of water in the reservoir, water-resources management tools are needed to enhance the scientific understanding of the hydrologic, sediment, and water-quality processes in the watershed.

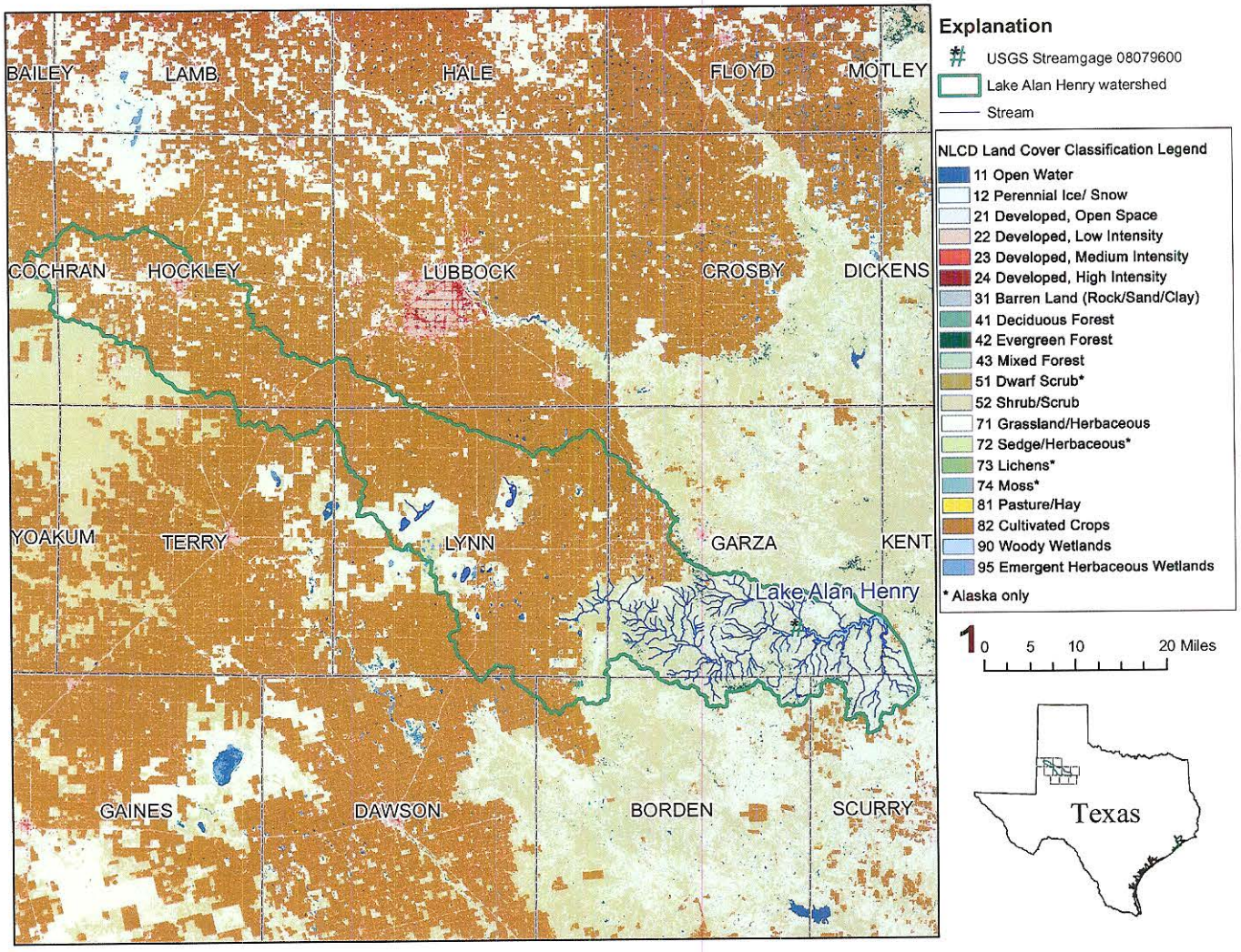


Figure 1. Lake Alan Henry watershed and land cover.

An issue of particular concern to water-resource planners with the City of Lubbock is the effects of encroachment and proliferation of salt cedar in the Lake Alan Henry watershed. The watershed is defined as the Double Mountain Fork Brazos River watershed upstream of John T. Montford dam. Salt cedar, a member of the Tamarix species, is a nonnative plant commonly thought to consume substantial amounts of water in riparian habitats and to reduce populations of native vegetation species through vigorous growth and reproduction. The selective removal of woody plants such as salt cedar with an intended effect to increase water yields to downstream water resources is a brush-management conservation practice currently (2013) used in Texas (Natural

Resources Conservation Service, 2009; Texas State Soil and Water Conservation Board, 2013). The Texas State Soil and Water Conservation Board (TSSWCB) Water Supply Enhancement Program (WSEP) provides funding for brush management in an effort to increase water yields to water bodies in Texas used for water supply. Watershed modeling feasibility studies (Bednarz and others, 2000; Bumgarner and Thompson, 2012), some of which were conducted in landscapes similar to that of the Lake Alan Henry watershed, are a required component of the application of the WSEP and are tools used to identify where brush-management applications in a watershed might most effectively increase water yields.

Problem

A watershed modeling tool has not been previously developed that can be used to help manage the quantity and quality of water in the Lake Alan Henry watershed and reservoir. An additional problem is that a watershed modeling feasibility study has not been completed for the Lake Alan Henry watershed such that the City of Lubbock could use it for eligibility for the WSEP for brush-management applications.

Objectives

The objective of this proposed study is to develop a calibrated watershed model of the Lake Alan Henry watershed. City of Lubbock water-resource planners will be able to use results of the model as a management tool and the model can be used to enhance the fundamental scientific understanding of the watershed, including identification of data gaps. Additionally, because the model will be used to simulate the potential effects of brush management on water yields to Lake Alan Henry, the modeling study proposed herein will satisfy the feasibility-study requirements of the WSEP.

Scope

The U.S. Geological Survey (USGS), in cooperation with the City of Lubbock Water Department and TSSWCB (cooperators), proposes to develop a calibrated hydrologic model of the Lake Alan Henry watershed and simulate the potential effects of brush management on water yields to the reservoir. Model simulations of brush management (the replacement of salt cedar with grasslands) will be completed and the effects of brush management on water yields to the reservoir estimated. Also, in addition to water-yield and brush-management simulations, the watershed model will be developed such that it can isolate and simulate watershed processes such as evapotranspiration, subsurface infiltration, canopy interception, sediment loading, and water quality for future model calibration and applications. The study is proposed to begin on October 1, 2013, will require 21 months to complete, and will cost $165,400.

Approach

In order to develop a useful water-resources management tool and simulate the potential effects of brush-management on water yields in the Lake Alan Henry watershed, a Soil and Water Assessment Tool (SWAT) (Arnold and others, 1998) watershed model will be developed and calibrated and brush-management scenario simulations, in which land-cover model input is altered to simulate the replacement of brush with native grasses, will be completed. SWAT is a process-based, semi-distributed water balance model designed to predict the effects of management decisions on water, sediment, and agricultural chemical yields. Tasks to complete the

investigation are: (1) Data acquisition, (2) model development, (3) model calibration, (4) scenario analysis, and (5) interpretation and reporting.

Task 1: Data Acquisition

Time series and geospatial data are required for model development, calibration, and scenario simulations. These data will be acquired in digital format. Available time series data include:

- Precipitation and air temperature data from sources such as USGS, Texas A&M University, and National Climatic Data Center; and
- streamflow data from the USGS streamflow-gaging station 08079600 Double Mountain Fork Brazos River at Justiceburg, Tex., which is the sole streamgage in operation (since 1961) in the study area.

Available geospatial data include:

- Locations of streamflow-gaging and climate stations;
- 10-meter National Elevation Dataset (NED);
- Soil Survey Geographic (SSURGO) database;
- National Land Cover Dataset (NLCD) 2006; and
- Texas Parks and Wildlife Department Texas Ecological Systems Dataset (TESD), which, where available, will be used to refine the resolution of the NLCD.

Task 2: Model Development

The SWAT watershed model is a process-based, semi-distributed water balance model designed to predict the effects of management decisions on water, sediment, and chemical yields (Arnold and others, 1998). In SWAT, a delineated watershed is divided into subbasins, each identified by a single reach. Each subbasin is further divided into hydrologic response units (HRUs) that consist of unique combinations of land cover, soil characteristics, land slope, and land-management criteria. Default values are assigned to the model parameters by the modeling software based on the unique HRU characteristics. Processes including, but not limited to, surface runoff, evapotranspiration, base flow, channel transmission losses, the life cycle of plants, nutrient cycling, and constituent transport can be simulated for each HRU and are determined by the process-related parameter values uniquely defined for each HRU. The simulated water and constituent loads are aggregated within their corresponding subbasins, are allocated to the subbasin reach, and exit a subbasin through outlet points on the stream network that define the subbasin. Model output includes streamflow and constituent loads for any subbasin outlet, including the delineated watershed outlet, at variable timesteps from sub-daily to annual.

Where possible, the Lake Alan Henry watershed model will also incorporate reservoirs and playas (surface depressions that often intercept and store rainfall-produced runoff) as well as estimates for crop irrigation. Also, the area of the drainage basin upstream from station 08079600 is 1,466 mi^2; however, 1,222 mi^2 of this is located on the caprock and is likely noncontributing. Finally, long-term climate data such as precipitation and temperature collected within the study area will drive the model.

Task 3: Model Calibration

The Lake Alan Henry watershed model will be manually calibrated to at least 15 years of streamflow data collected at the Double Mountain Fork Brazos River at Justiceburg streamflow-gaging station, which is about 4 miles upstream from Lake Alan Henry. Manual calibration of a SWAT model consists of adjusting process-related parameter values to minimize the differences between simulated output and measured data. Model performance will be evaluated with several

criteria for goodness of fit: the percent bias of simulated output to measured data, the coefficient of determination (R-squared) of the linear regression, and the Nash-Sutcliffe coefficient of model efficiency. These criteria are an expression of uncertainty in the model.

Task 4: Scenario Analysis

Following model calibration, the USGS will simulate the potential effects of brush management on water yields to Lake Alan Henry. The watershed will be subdivided to create a to-be-determined number of brush-management subbasins. Modified land-cover input datasets (brush land cover replaced by native grassland) will be created to estimate the potential for brush management in each of the delineated brush-management subbasins. Simulated water-yield changes will be calculated as the difference between the water-yield and streamflow outputs from the brush-management simulation and the water-yield and streamflow outputs from the unmodified model simulation. Ultimately, these simulated changes in water yields provide estimates of potential changes with a certain degree of uncertainty that will be identified as part the model calibration process (task 3).

Task 5: Interpretation and Reporting

At the conclusion of modeling effort, interpretations of the scenario simulations as well as the methods used for data acquisition and model development, calibration, and simulations will be documented in a USGS Scientific Investigation Report (SIR). The simulation output will be used to assess the potential effects of brush management on hydrologic processes and watershed dynamics.

Quality Assurance Plan

Quality assurance (QA) measures will be followed to ensure the completeness of the information communicated during the study. The QA objectives for the collection and communication of information will:

- Withstand scientific scrutiny;
- Be obtained by methods appropriate for its intended use; and
- Be representative and of known completeness and comparability.

All digital data and models will be reviewed by USGS personnel to ensure proper documentation. The project and project budget will be reviewed by USGS management on a quarterly basis to ensure project timelines are met.

Relevance and Benefits

This study will produce a tool to help resource managers better understand and manage the surface-water resources in west Texas. Specifically, development of a watershed model will help guide brush-management applications that will potentially increase water yields to Lake Alan Henry. The model can also be used in future applications to understand processes that affect sediment transport and water-quality in the watershed and reservoir. Results from this study will benefit the USGS Strategic Directions Program by characterizing an area where there are critical water-resources issues and adding to the scientific body of knowledge in the region.

Deliverables

Preliminary, tabulated results of the brush-management simulations will be provided to the cooperators by the end of the fourth quarter of FY15 (September 30, 2015) so that they can

reference the results when planning brush-management applications. Model development, calibration, and simulation methods, results, and interpretations will be documented in a USGS Scientific Investigations Report (SIR). The report will be approved for publication by the end of the second quarter of FY16 (March 31, 2016).

Timeline and Budget

The study is proposed to begin in the first quarter FY14 (October 1, 2013) if funded. Preliminary, tabulated simulation results will be provided to the cooperators by the end of fourth quarter of FY15 (September 30, 2015) and a USGS SIR will be approved for publication by the end of the second quarter of FY16 (March 31, 2016). The total cost of the project is $165,400 ($100,400 from the City of Lubbock, $50,000 from TSSWCB, and $15,000 from the USGS).

	FY14				FY15				FY16	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Data compilation										
Model development										
Model calibration										
Model simulations										
Interpretation and reporting										
City of Lubbock	$40,000				$40,000				$20,400	
TSSWCB	$32,000				$18,000				--	
USGS	$9,000				$6,000				--	
Total budget	$81,000				$64,000				$20,400	

References

Arnold, J.G., Srinivasan, Raghavan, Muttiah, R.S., and Williams, J.R., 1998, Large area hydrologic modeling and assessment part I—Model development: Journal of the American Water Resources Association, v. 34, no. 1, p. 73–89.

Asquith, W.H., and Vrabel, J., 2011, Historical streamflows of Double Mountain Fork of Brazos River and water-surface elevations of Lake Alan Henry, Garza County, Texas, Water Years 1962–2010: U.S. Geological Survey Fact Sheet 2011–3147, 6 p

Bednarz, S.T., Dybala, Tim, Muttiah, R.S., Rosenthal, Wes, and Dugas, W.A., 2000, Brush management/water yield feasibility studies for eight watersheds in Texas: Texas Water Resources Institute Report TR–182, p. 1–21.

Bumgarner, J.R., and Thompson, F.E., 2012, Simulation of streamflow and the effects of brush management on water yields in the upper Guadalupe River watershed, south-central Texas, 1995–2010: U.S. Geological Survey Scientific Investigations Report 2012–5051, 25 p.

Natural Resources Conservation Service, 2009, National Conservation Practice Standard Code 314: U.S. Department of Agriculture, 4 p.

Texas State Soil and Water Conservation Board, 2011, Water Supply Enhancement Program: accessed May 8, 2013, at http://www.tsswcb.texas.gov/en/brushcontrol.

U.S. Geological Survey, variously dated, National field manual for the collection of water-quality data: U.S. Geological Survey Techniques of Water-Resources Investigations, book 9, chaps. A1-A9, available online at http://pubs.water.usgs.gov/twri9A.

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

Meeting Date: 12/19/2013

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11696 with Hugo Reed and Associates, Inc. for surveying services for the downtown utility duct system.

Item Summary

The Downtown Revitalization Action Plan includes the relocation of all primary overhead utilities in the downtown area to an underground utility duct system. This project will survey the property corners and any above ground objects for the second and third phases of the utility duct system and will encompass an area that has been designated by McDougal Companies, the City's downtown master developer, as targeted for redevelopment.

Staff has successfully negotiated a contract with Hugo Reed and Associates for a not to exceed total contract amount of $99,310. This amount equates to approximately 1% of the estimated cost of construction. The number of hours tasked to perform each item has been reviewed by Staff and believed to be within the professional engineering scope necessary to complete this project. The proposed timeline for completion of this project is 150 calendar days from the date of City Council approval of the Agreement.

Fiscal Impact

$4.3 million is appropriated in Capital Improvement Project 92227, Underground Utilities, with $99,310 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Land Surveying

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract for land surveying services, by and between the City of Lubbock and Hugo Reed 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:ccdocs/RES.Contract-Hugo Reed
December 3, 2013

D.T. LUBBOCK LAND SURVEYING SERVICES, PHASES 2 AND 3
CITY OF LUBBOCK, TEXAS
CONTRACT FOR LAND SURVEYING SERVICES

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

THIS CONTRACT is made by and between the City of Lubbock, Texas, hereinafter called the OWNER, and Hugo Reed and Associates, Inc., hereinafter called HRA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the OWNER and HRA do mutually agree as follows.

AGREEMENT

ARTICLE 1. CONTRACT PERIOD

This contract becomes effective when fully executed by both parties. The effective date of this contract shall be December 20, 2013. The Project Contract Period shall be 150 (one hundred fifty) calendar days, beginning on the date HRA receives written Notice to Proceed from the OWNER. HRA will not begin work or incur costs until so authorized in writing by the OWNER.

ARTICLE 2. SCOPE OF SERVICES

HRA will provide the professional services described in Attachment A, "Project Scope and Services." The OWNER will furnish services described in Attachment B, "Services to be provided by OWNER."

ARTICLE 3. COMPENSATION

The maximum amount payable under this contract for **Phase 2 Area Surveying Basic Services** shall not exceed $ 47,005 (forty-seven thousand five dollars) unless an amendment is executed as provided hereinafter. The maximum amount payable under this contract for **Phase 3 Area Surveying Additional Basic Services** shall not exceed $ 52,305 (fifty-two thousand three hundred five dollars) unless an amendment is executed as provided hereinafter. Payment is authorized for costs incurred in accordance with the fee schedule attached hereto and labeled Attachment C, "Basis for Payment."

HRA is authorized to submit periodic requests for payment within thirty days after costs are incurred as authorized herein. The request for payment shall be made using forms acceptable to the OWNER and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. All requests for payment will be mailed to the address shown on the signature page of this contract. Alternatively, requests for payment can be sent via e-mail to an account acceptable to OWNER at OWNER'S discretion.

ARTICLE 4. WORK AUTHORIZATION

The OWNER will authorize the work as described in Attachment A to be performed by HRA by the execution of this contract. The total cost authorized shall not exceed the maximum amount payable established in Article 3, "Compensation," nor shall completion dates extend beyond the end of the contract period established in Article 1, "Contract Period," unless either is authorized by amendment as provided hereinafter.

ARTICLE 5. PROGRESS

Upon acceptance of a work authorization, HRA shall undertake and complete the authorized work. The OWNER or HRA can request conferences to be provided at HRA's office, the office of the OWNER, or at other agreed upon locations.

ARTICLE 6. INSPECTION OF WORK

The OWNER and any of their authorized representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of HRA, HRA shall provide all reasonable facilities and assistance for the convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

ARTICLE 7. AMENDMENTS

If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period established in Article 1 above. The OWNER retains the right to reject any such amendment proposed by HRA unless the OWNER finds the proposed amendment necessary to complete the work authorized herein. Any such amendment will be made in writing agreed to by all parties hereto and duly executed before the end of the contract period specified in Article 1 above.

ARTICLE 8. SUSPENSION OF WORK

Should the OWNER desire to suspend the work but not terminate the contract, the OWNER will issue a written order to stop work setting out the terms of the suspension. HRA will stop all work and cease to incur costs during the term of the suspension.

HRA will resume work when notified to do so in writing by the OWNER. Suspension of work does not extend the contract period. If additional time is required to complete the work because of the suspension, a contract amendment will be executed in accordance with Article 7, "Amendments."

ARTICLE 9. REPORTING

HRA shall promptly advise the OWNER in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. A statement of the action taken or contemplated shall accompany this disclosure.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

ARTICLE 10. RECORDS

HRA agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for seven years from the date of final payment under the contract for inspection by the OWNER or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.

ARTICLE 11. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all documents prepared by HRA or furnished to HRA by the OWNER shall be delivered to and become the property of the OWNER.

All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the OWNER without restriction or limitation on their further use, however, re-use of any documents by OWNER or others for any purpose other than originally intended and specific to this Project shall be at the sole risk of the user, and HRA shall bear no liability for such re-use. In the case of any discrepancies between electronic documents and certified hard copies, the certified hard copies shall govern. HRA may, at its own expense, have copies made of the documents or any other data furnished the OWNER under this contract.

ARTICLE 12. HRA RESOURCES

HRA warrants that the firm presently has adequate qualified personnel in its employment for performance of services required under this contract, or will be able to obtain such personnel from sources other than the OWNER. Unless otherwise specified, HRA shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of HRA or of any subcontractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HRA or any subcontractor who, in the opinion of the OWNER, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

ARTICLE 13. SUBCONTRACTS

HRA shall not subcontract or otherwise transfer any portion of the work authorized in this contract unless specifically authorized in writing by the OWNER. HRA will require any subcontractors to comply with the applicable terms of this contract.

ARTICLE 14. SUCCESSORS AND ASSIGNS

The OWNER and HRA each bind itself, its successors, executors, administrators and assigns of such other party in respect to all covenants of this agreement. HRA shall not assign, subcontract, or transfer its interest in this agreement without the written consent of the OWNER.

ARTICLE 15. INSURANCE

HRA 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 OWNER, 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.

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

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

The OWNER shall be listed as an additional insured on a primary and non-contributory basis with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under all policies. HRA shall provide a Certificate of Insurance to the OWNER 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.

HRA 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. HRA 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, HRA fails to maintain the required insurance in full force and effect, HRA shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE 16. DISPUTES

HRA shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by HRA in support of the work authorized herein.

ARTICLE 17. REMEDIES

A. Violation or breach of contract terms by HRA shall be grounds for termination of the contract, and any reasonable increased cost to the OWNER arising from HRA's default, breach of contract, or violation of terms shall be paid by HRA. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. The OWNER reserves the right to exercise any right 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 OWNER 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 other provision in, or related to, this document, this provision shall control.

ARTICLE 18. TERMINATION

This contract may be terminated before the completion date established in Article 1, "Contract Period," by any of the following conditions:

A. By mutual consent and agreement of both parties hereto.

B. By the OWNER, with notice in writing to HRA as consequence of failure by HRA to perform the services herein set forth in a satisfactory manner and within the limits provided, with proper allowances being made for circumstances beyond the control of HRA.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth in the Scope of Services attached hereto and labeled Attachment A and Attachment B, giving written notice one to the other establishing the effective date of termination.

D. By the OWNER, for reasons of it's own and not subject to the mutual consent of HRA, upon not less than thirty days written notice to HRA.

E. By satisfactory completion of all services and obligations described herein.

Should the OWNER terminate this contract as herein provided, costs other than costs due and payable at the time of termination shall thereafter be paid to HRA. In determining the value of the work performed by HRA prior to termination, the OWNER shall be the sole judge. Payment for work at termination will be based on work completed at that time, including partially completed surveys, subject to the conditions established in the paragraph following.

In the case of partially complete projects, eligible costs will be calculated on the number of hours documented to the satisfaction of the OWNER multiplied by the hourly rate for the appropriate personnel plus any additional cost authorized in Attachment C, "Basis for Payment," incurred to the date of termination remaining unpaid.

If HRA defaults in performance of this contract or if the OWNER terminates the contract for fault on the part of HRA, the OWNER will give consideration to the actual work performed to the date of default, the cost to the OWNER of employing another firm to complete the required work, and the time required to do so, and other factors which affect the value to the OWNER of the work performed at the time of default.

If the termination of this contract is due to the failure of HRA to fulfill its obligations, the OWNER may take over the project and prosecute the work to completion by contract or otherwise. In such case, HRA shall be liable to the OWNER for any additional cost occasioned the OWNER thereby.

ARTICLE 19. COMPLIANCE WITH LAWS

HRA shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, HRA shall furnish the OWNER with satisfactory proof of compliance therewith.

ARTICLE 20. INDEMNIFICATION

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

HRA shall indemnify and hold OWNER and OWNER'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 HRA's negligent acts, errors, or omissions.

To the extent allowed by law, the OWNER shall save harmless HRA from all claims and liability due to activities of OWNER, its agents, or employees, performed under this contract and which result from an error, omission, or negligent act of the OWNER or of any agent or person employed by the OWNER.

To the extent permitted by law, the OWNER shall also save harmless HRA from any and all expenses, including reasonable attorney's fees, which might be incurred by HRA in litigation or otherwise resisting said claim or liabilities which might be imposed on HRA as the result of such activities by the OWNER, its agents, or employees.

(Space left blank intentionally)

ARTICLE 21. SIGNATORY WARRANTY

The undersigned signatory for Hugo Reed and Associates, Inc. hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm.

The undersigned signatory for the OWNER hereby represents and warrants that he/she has full and complete authority to enter into this contract on behalf of this organization.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed, but this contract shall not be valid until signed by a duly authorized representative of each party.

CITY OF LUBBOCK, TEXAS

Glen C. Robertson
Mayor

APPROVED AS TO CONTENT:

Wood Franklin, P.E.
City Engineer

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

HUGO REED AND ASSOCIATES, INC.

Stevan M. Coleman, P.E.
E.V.P. Operations

Mailing Addresses:

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims and correspondence:

For: Hugo Reed and Associates, Inc.
1601 Avenue N
Lubbock, TX 79401
Attn: Mr. Stevan M. Coleman, P.E.
EVP Operations

For: City of Lubbock
1625 13th Street
Lubbock, Texas 79401
Attn: Mr. Wood Franklin, P. E.
City Engineer

ATTACHMENT A
to
AGREEMENT for LAND SURVEYING SERVICES,

GENERAL PROJECT SCOPE and SERVICES

OWNER: City of Lubbock, Texas
PROJECT: Land Surveying Services for:
D.T. Lubbock Land Surveying Services, Phases 2 and 3
Lubbock, Texas

The scope of services for this project is as follows:

I. BASIC SERVICES

A. SURVEYING SERVICES

1. The Basic Surveying Services for Phase 2 and Phase 3 are outlined in detail in Exhibit A-1, Worksheets A-1.1 and A-1.2, respectively, according to the tasking and man-hours indicated therein. Exhibit A-2 is a map indicating the project area limits for Phase 2 and Phase 3. Following is a summary of the major categories for the Basic Surveying Services to be performed:

a. HRA will attempt to locate any and all existing block corners within the project area(s). Where existing block corner monumentation is not found, HRA will not generally set new monuments at such locations. Along block right-of-way locations where existing block corner monuments are not found, and where there are no appreciable surface impediments that would prevent a utilities installer from straying out of the apparent "parkway" portions of the street rights-of-way (that being the areas behind street backs-of-curbs to the street right-of-way lines), HRA will exert efforts as appropriate in HRA's judgment to establish block corner monumentation at those locations;

b. Field-locate and measure visible surface improvements within the parkway right-of-way areas on both sides of the street corridors within the project limits;

c. Field-locate and measure visible improvements on private property immediately adjacent to each project area right-of-way line to the extent determined appropriate by the responsible surveyor to satisfy project requirements, or as may be directed by OWNER on a case-by-case basis, but generally not to exceed location and measurement of private improvements in excess of 5' (five feet) beyond said apparent right-of-way lines;

d. Field locate visible manhole lids and valve box covers within the street rights-of-way in the project area(s);

e. Prepare and deliver certified plats of surveys provided in a drawing and survey plat format acceptable to OWNER.

2. The survey package deliverables will include one set of completed survey data in the form of reproducible mylar survey plats.
3. HRA will provide one hard-copy and one electronic copy of the survey data.
4. HRA will attend a surveying project kick-off meeting if requested by the OWNER..

ATTACHMENT B
to
AGREEMENT for LAND SURVEYING SERVICES,

GENERAL SERVICES TO BE PROVIDED BY OWNER

OWNER: City of Lubbock, Texas
PROJECT: Land Surveying Services for:
D.T. Lubbock Land Surveying Services, Phases 2 and 3
Lubbock, Texas

The OWNER will provide any and all information available to OWNER, upon request, which may be pertinent to HRA's prosecution of the work.

OWNER shall promptly notify HRA whenever OWNER becomes aware of any occurrence having a material impact on the project.

The OWNER shall provide adequate personnel to review interim submittals (if any) and coordinate location and time for meetings as necessary for the prosecution of the work. OWNER shall appoint a Project Manager who will be the primary point of contact for HRA during prosecution of HRA's work on the project, and who shall have authority to make material decisions within his/her delegated authority. OWNER shall provide timely reviews of any submittals and timely responses to HRA's Requests for Information so as not to unnecessarily hinder the progress of the work.

ATTACHMENT C
to
AGREEMENT FOR LAND SURVEYING SERVICES

BASIS for PAYMENT

OWNER: City of Lubbock, Texas
PROJECT: Land Surveying Services for:
D.T. Lubbock Land Surveying Services, Phases 2 and 3
Lubbock, Texas

For Services rendered under this Contract, OWNER agrees to pay HRA as follows:

A. GENERAL

1. HRA will be paid according to the personnel classifications and hourly rate schedules shown in Table C-1, based on actual services performed on the project by classification and hours.
2. Monthly payments will be made to HRA based on the uncontested amount of each monthly statement prepared and submitted by HRA. Each monthly statement will be itemized to show the amount of work actually performed by each personnel classification and with associated reimbursable expenses for HRA. Statements will be submitted in a format acceptable to OWNER.
3. Anticipated delivery date for the project deliverables for the Phase 2 project area is on or about April 12, 2014, and for the Phase 3 project area the anticipated date for project deliverables is on or about May 17, 2014. These dates are based on receiving an executed contract and Notice to Proceed no later than December 20, 2013. Should the Notice to Proceed on the Project not be received by the anticipated date, OWNER agrees that it will be necessary to reconsider the anticipated delivery date and, if necessary, to modify same by amendment to this contract if so agreed upon by both the OWNER and HRA.

B. BASIC SERVICES

1. The maximum compensation to be billed OWNER by HRA for performance of the Basic Services is as follows.

	Basic Services
D.T. Lubbock Surveying, Phase 2 Area	$ 47,005
D.T. Lubbock Surveying, Phase 3 Area	$ 52,305
TOTAL BASIC SERVICES NOT TO EXCEED:	$ 99,310

TABLE C-1

PERSONNEL SERVICE RATES
for
AGREEMENT FOR ENGINEERING SERVICES

OWNER: City of Lubbock, Texas
PROJECT: Land Surveying Services for:
D.T. Lubbock Land Surveying Services, Phases 2 and 3
Lubbock, Texas

COMPENSATION RATES

Hourly fees listed herein will apply for the term of this contract.

A. PERSONNEL SERVICES

Category of Personnel	**Hourly Rate**
Hugo Reed and Associates, Inc.	
Principal-in-Charge or Officer	$150.00
Surveying Project Manager	145.00
Senior Registered Professional Land Surveyor	140.00
Senior Professional Engineer	140.00
Surveying Field Manager	85.00
Survey Crew	150.00
Survey Party Chief	75.00
Senior Surveying CAD Technician/Manager	85.00
Researcher	69.00

EXHIBIT A-1

TASKING and MAN-HOURS
for
SERVICES

November 27, 2013
D.T. Streets - Parkway Surface Improvements Surveying Services
Phases 2 and 3 Project Areas

PHASE 2 AREA BASIC SERVICES
WORKSHEET A-1.1

Classification	Principal or Officer	Surv. Proj. Manager	Senior RPLS	Senior Engineer	Survey Field Manager	Survey Crew	Survey Party Chief	Sr. Survey CAD Tech.	Research	Line Hrs.	Line Extension
Rates	$150.00	$145.00	$140.00	$140.00	$85.00	$150.00	$75.00	$85.00	$69.00		
TASK 1 : KICK-OFF, RESEARCH, FIELD RECON, DATA ACQUISITION, LOCATE EXISTING BLOCK CORNER MONUMENTATION, EVALUATION, CALCULATIONS, BASE MAPS											
1.1 Research files and courthouse records, evaluate		1							10	11	$ 835
1.2 (Reserved)										0	$ -
1.3 Coordinate with field survey crews for field R-O-W survey recon data needed		4			1		1			6	$ 740
1.4 Collect field survey recon data for R-O-W and establish control		1			2	48				51	$ 7,515
1.5 Review field survey data, office calculations for R-O-W		20			2		1			23	$ 3,145
1.6 Develop project base maps		4			1		1	64		70	$ 6,180
TASK 1 SUBTOTAL											**$ 18,415**
TASK 2 : SET ADDITIONAL SELECTED R-O-W MONUMENTATION, SURVEY SURFACE IMPROVEMENTS, PREPARE SURVEY PLAT SHEETS, REVIEW, SEAL/SIGN AND DELIVER											
2.1 Coordinate and supervise field survey crews for locating existing block corners and setting R-O-W monumentation where selected		1			2		1			4	$ 390
2.2 Field survey work to set selected R-O-W monumentation						34	1			35	$ 5,175
2.3 Check field survey R-O-W work		4			1					5	$ 665
2.4 Coordinate and supervise field survey crews for surface improvements		4			1					5	$ 665
2.5 Field survey work to locate and measure surface improvements						74	1			75	$ 11,175
2.6 Check field survey work for surface improvements		4			1					5	$ 665
2.7 Coordinate and review survey plat sheets		2					1	1		4	$ 450
2.8 Prepare survey plat sheets								84		84	$ 7,140
2.9 Final review, QA/QC of survey plat sheets, revisions/additions	1	10			1					12	$ 1,685
2.10 Seal/sign/print and deliver survey plat sheets		4								4	$ 580
TASK 2 SUBTOTAL											**$ 28,590**
PROJECT CUMULATIVE TOTAL											**$ 47,005**
HRA Hours by Personnel Classification	1	59	0	0	12	156	7	149	10	394	

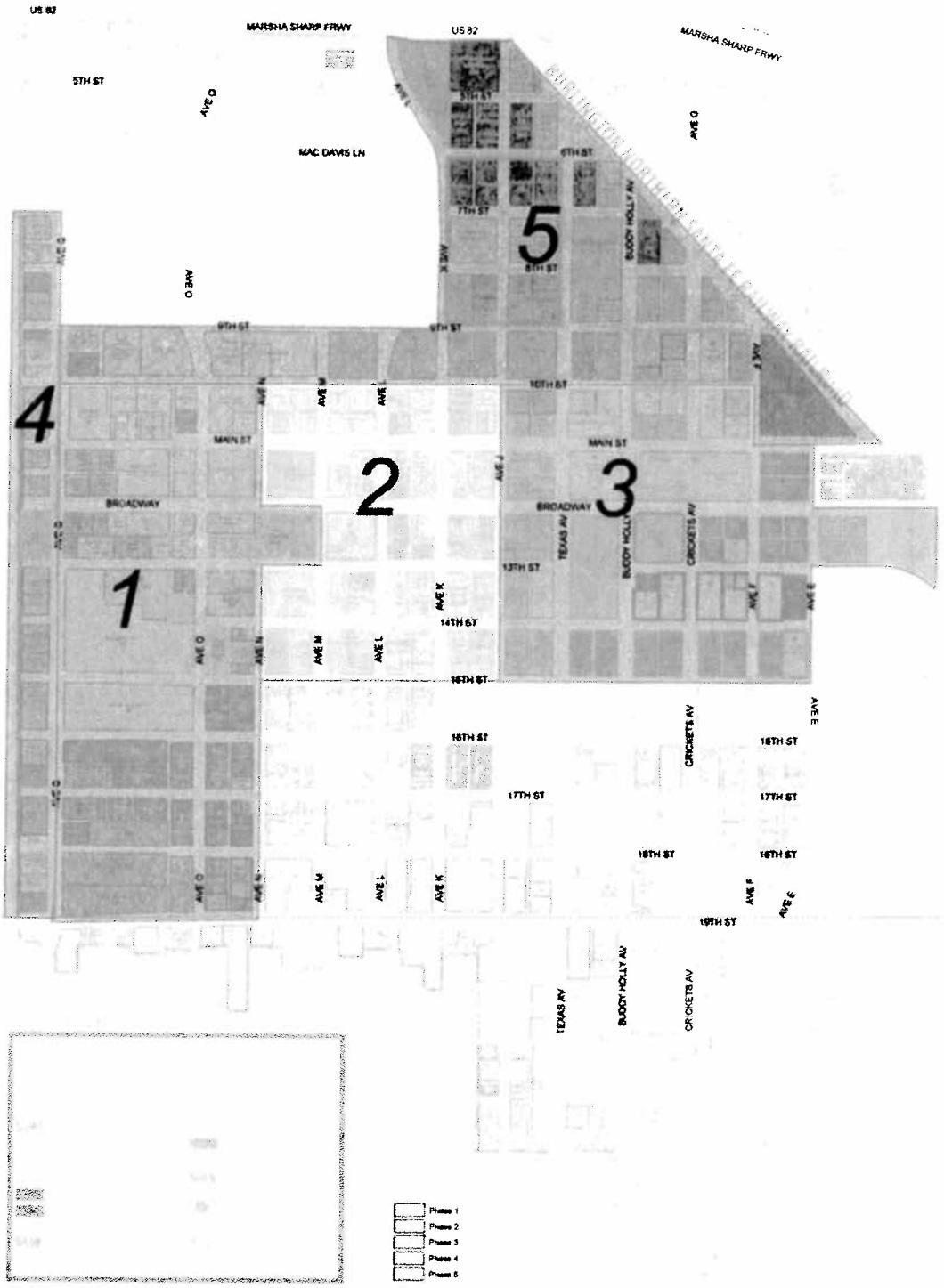
November 27, 2013
D.T. Streets - Parkway Surface Improvements Surveying Services
Phases 2 and 3 Project Areas

PHASE 3 AREA ADDITIONAL BASIC SERVICES
WORKSHEET A-1.2

Classification	Principal or Officer	Surv. Proj. Manager	Senior RPLS	Senior Engineer	Survey Field Manager	Survey Crew	Survey Party Chief	Sr. Survey CAD Tech.	Research	Line Hrs.	Line Extension
Rates	$150.00	$145.00	$140.00	$140.00	$85.00	$150.00	$75.00	$85.00	$69.00		
TASK 1 : KICK-OFF, RESEARCH, FIELD RECON AND DATA ACQUISITION, LOCATE EXISTING BLOCK CORNER MONUMENTATION, EVALUATION, CALCULATIONS, BASE MAPS											
1.1 Research files and courthouse records, evaluate		1							10	11	$ 835
1.2 (Reserved)										0	$ -
1.3 Coordinate with field survey crews for field R-O-W survey recon data needed		4			1		1			6	$ 740
1.4 Collect field survey recon data for existing block corners and other R-O-W monumentation and establish control		1			2	56				59	$ 8,715
1.5 Review field survey data, office calculations for R-O-W		20			2		1			23	$ 3,145
1.6 Develop project base maps		4			1		1	76		82	$ 7,200
TASK 1 SUBTOTAL											**$ 20,635**
TASK 2 : SET ADDITIONAL SELECTED R-O-W MONUMENTS, SURVEY SURFACE IMPROVEMENTS, PREPARE SURVEY PLAT SHEETS, REVIEW, SEAL/SIGN AND DELIVER											
2.1 Coordinate and supervise field survey crews for locating existing block corners and setting R-O-W monumentation where selected		1			2		1			4	$ 390
2.2 Field survey work to set selected R-O-W monumentation						40	1			41	$ 6,075
2.3 Check field survey R-O-W work		4			1					5	$ 665
2.4 Coordinate and supervise field survey crews for surface improvements		4			1					5	$ 665
2.5 Field survey work to locate and measure surface improvements						84	1			85	$ 12,675
2.6 Check field survey work for surface improvements		4			1					5	$ 665
2.7 Coordinate and review survey plat sheets		2					1	1		4	$ 450
2.8 Prepare survey plat sheets								92		92	$ 7,820
2.9 Final review, QA/QC of survey plat sheets, revisions/additions	1	10			1					12	$ 1,685
2.10 Seal/sign/print and deliver survey plat sheets		4								4	$ 580
TASK 2 SUBTOTAL											**$ 31,670**
PROJECT CUMULATIVE TOTAL											**$ 52,305**
HRA Hours by Personnel Classification	1	59	0	0	12	180	7	169	10	438	

EXHIBIT A-2

PROJECT AREA LIMITS
for
D.T. LAND SURVEYING SERVICES PHASES 2 and 3


US 82
MARSHA SHARP FRWY
5TH ST
AVE O
MAC DAVIS LN
6TH ST
7TH ST
8TH ST
9TH ST
10TH ST
AVE K
AVE J
AVE L
AVE M
AVE N
MAIN ST
BROADWAY
13TH ST
14TH ST
15TH ST
16TH ST
17TH ST
18TH ST
19TH ST
AVE F
AVE E
BUDDY HOLLY AV
CRICKETS AV
TEXAS AV
1
2
3
4
5
Phase 1
Phase 2
Phase 3
Phase 4
Phase 5

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	92227
Capital Project Name:	Underground Utilities

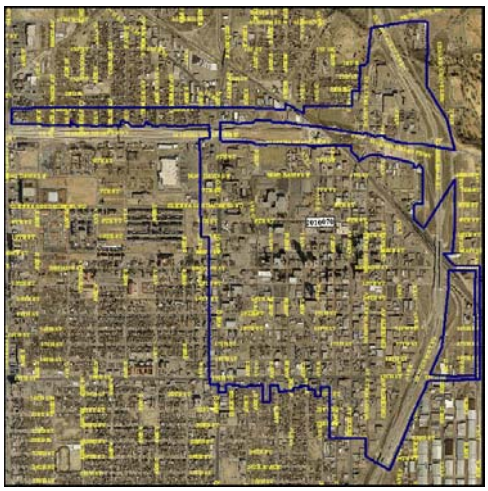
	Budget
Encumbered/Expended	
City Staff	$ 1,873
Advertising	672
King Lawn and Landscapes	595
EDA Grant Match for Phase I	800,000
SGS Engineering - Phase 2 Design	215,000
Agenda Item December 19, 2013	
Hugo Reed and Associates, Inc. - Surveying	99,310
Encumbered/Expended To Date	1,117,450
Estimated Costs for Remaining Appropriation	
City Staff	10,000
Contingency	3,172,550
Remaining Appropriation	3,182,550
Total Appropriation	$ 4,300,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Phase I of the relocation began in 2012 and addresses the northwest quadrant of the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF). The City received a $1.5 million Economic Development Administration (EDA) grant for Phase I of the relocation of utilities underground in the CBD TIF that requires an $800,000 local match that is funded from this project.

Project Justification
The relocation of the utilities in the CBD TIF must be addressed to move forward with the redevelopment of Downtown.

Project History
$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$2.5 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	700,000	2,000,000	3,000,000	3,000,000	0	0	0	8,700,000
Design and Engineering	300,000	500,000	0	0	0	0	0	800,000
Transfer to Grant	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	1,800,000	2,500,000	3,000,000	3,000,000	0	0	0	10,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2010 CBD TIF Revenue CO's	0	27,852	0	0	0	0	0	27,852
FY 2011 CBD TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2013 CBD TIF Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 CBD TIF Revenue CO's	0	2,472,148	0	0	0	0	0	2,472,148
FY 2015 CBD TIF Revenue CO's	0	0	3,000,000	0	0	0	0	3,000,000
FY 2016 CBD TIF Revenue CO's	0	0	0	3,000,000	0	0	0	3,000,000
Total Funding Sources	1,800,000	2,500,000	3,000,000	3,000,000	0	0	0	10,300,000

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Public Works: Consider a resolution authorizing the Mayor to execute unit price contract 11669 with Lone Star Dirt & Paving, LTD, Asphalt Patching at various locations, ITB 14-11669-DG.

Item Summary

The 2014 Asphalt Patching Project involves removing and replacing failed areas with black base and hot mix in streets that are to be micro-surfaced in the 2014 Micro-Surfacing Project. The patching contract is required to prepare streets for micro-surfacing. The successful bidder will remove and relay the asphalt surface on streets that are in poor condition that need to be replaced.

Four bids were received and opened on December 2, 2013, they were as follows:

Lone Star Dirt & Paving, LTD. of Lubbock, TX	$981,800
West Infrastructure, LLC. Of Lubbock, TX	1,195,840
Allen Butler Construction, Inc. of Lubbock, TX	1,245,953
West Texas Paving, Inc. of Lubbock, TX	1,358,000

Staff recommends contract award to Lone Star Dirt & Paving, LTD. of Lubbock, TX for $981,800.

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

Time for completion is 200 consecutive calendar days with liquidated damages of $500 per day.

Fiscal Impact

$37,644,368 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $981,800 available for this contract.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Asphalt patching

CIP Detail

Project Cost Detail Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11669 for asphalt patching at various locations, by and between the City of Lubbock and Lone Star Dirt and Paving, LTD, 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-Lone Star
December 4, 2013

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12-2-13

ITB 14-11669 -DG – Asphalt Patching at Various Locations

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Asphalt Patching at Various Locations, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Patching with Black Base, 3" depth (milling to a depth of 5", with replacement of 3" Black Base and 2" Type D Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 5" and replacing with 3" of Black Base and 2" Type D Hot Mix.	5500	SY	45.00	247,500.00
2	Patching with Black Base, 6" depth (milling to a depth of 8", with replacement of 6" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 8" and replacing with 6" of Black Base and 2" Type C Hot Mix.	7500	SY	54.00	405,000.00
3	Patching with Black Base, 9" depth (milling to a depth of 11", with replacement of 9" Black Base and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth of 11" and replacing with 9" of Black Base and 2" Type C Hot Mix.	3000	SY	72.50	217,500.00
4	Patching with 2 sack flowable fill, 6"depth, (milling to a depth of 8 ",with replacement of 6" 2 sack flowable fill and 2" Type C Hot Mix), including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grad (if soft or unstable) to a depth of 8" and replacing with 6" of 2 sack flowable fill and 2" Type C Hot Mix.	200	SY	125.00	25,000.00
5	Patching with Hot Mix, 2" depth, (milling to a depth of 2" with Replacement of 2" Type D or C Hot Mix), including labor equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to a depth 0f 2" and replacing with 2" of Type D or C Hot Mix.	1900	SY	22.00	41,800.00

Revised Revised

6	Mobilization	1	EA	45,000^{00}	45,000^{00}
			TOTAL BASE BID (ITEMS 1 –6)	**$** 981,800^{00}	

S.T. Bidder's Initial

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **TWO HUNDRRED (200) CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **FIVE HUNDRED DOLLARS ($500)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

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

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

S.T. Bidder's Initials

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

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

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

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date Nov 21-13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 12-2-13

_____
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Paving Ltd
Company

11820 Univ Ave
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011
Fax: 806 - 745 4074

FEDERAL TAX ID or SOCIAL SECURITY No.
8000 130 91

EMAIL: lonestarsteve@nts-online.net

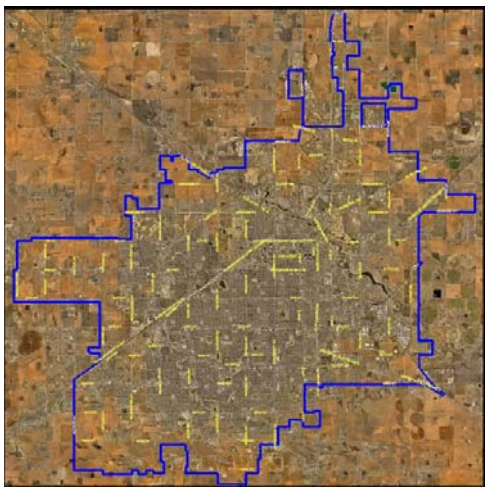
M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, prentative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679
Total Project Appropriation	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679

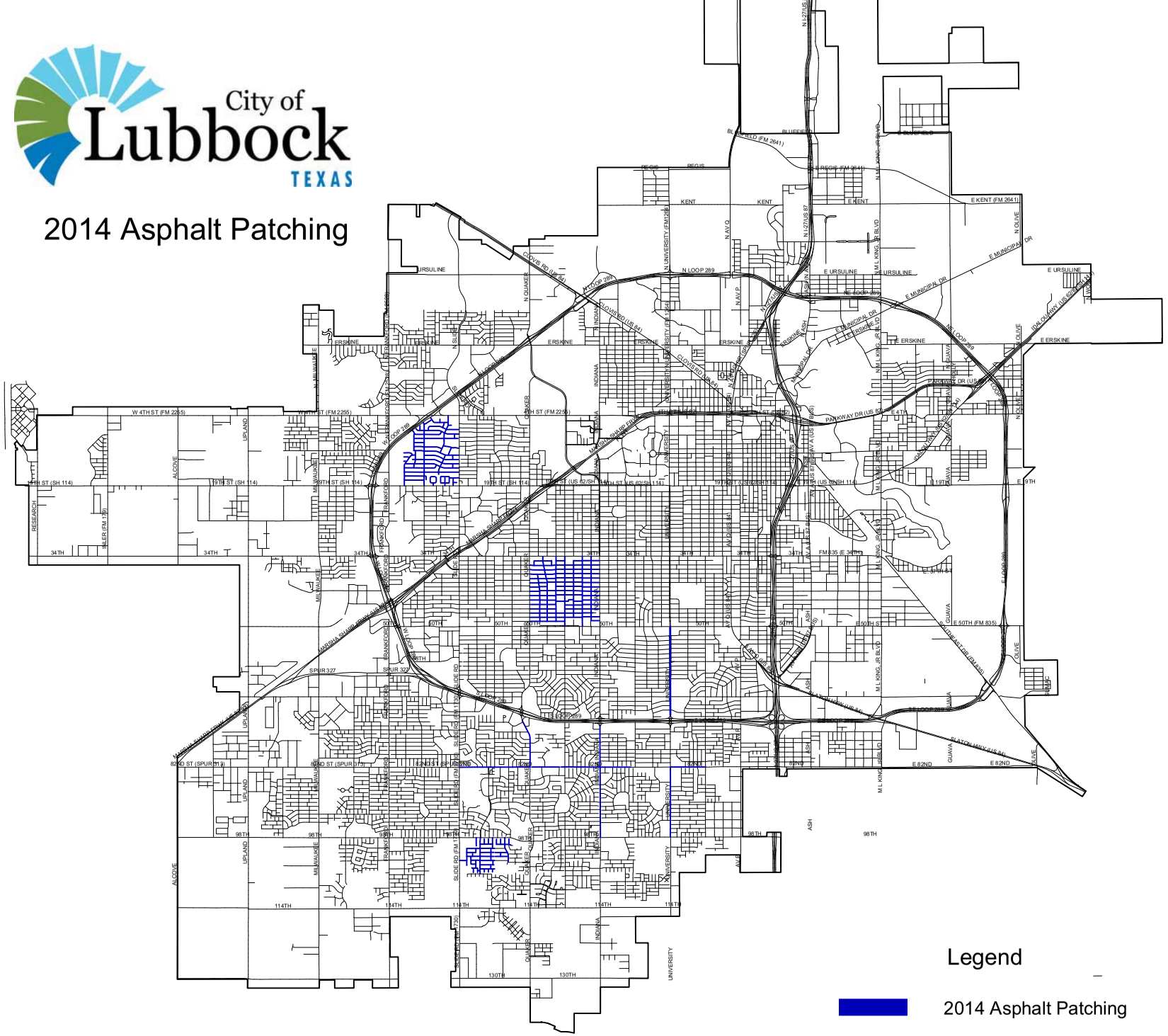
City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Capital Project Number:	
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796
Pavement Restoration	197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000
Water System Improvements	396
Admin Cost	2,066
Asphalt	122,227
Mac Davis Lane Design	29,731
S & S Commercial Properties - Paving of 66th East of Iola	35,667
Lone Star Dirt & Paving (Asphalt Patching)	864,000
Lone Star Dirt & Paving (Concrete Repairs)	738,002
Intermountain Slurry Seal (2013 Micro-Surfacing Project)	5,058,650
Pavement Restoration (Asphalt Rejuvenation)	500,000
Lubbock Interstate Hotels Agreement (Ave J Street Paving)	16,968
West Construction (Asphalt and Concrete Patching)	640,187
Lone Star Dirt and Paving (ADA Ramp Project)	165,095
Agenda Item December19, 2013	
Lone Star Dirt & Paving (Asphalt Patching)	981,800
Lone Star Dirt & Paving (Concrete Patching)	648,060
Encumbered/Expended To Date	25,491,685
Estimated Costs for Remaining Appropriation	
Construction	12,152,683
Remaining Appropriation	12,152,683
Total Appropriation	$ 37,644,368

City of Lubbock TEXAS

2014 Asphalt Patching



Legend

2014 Asphalt Patching

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Public Works: Consider a resolution authorizing the Mayor to execute unit price contract 11670 with Lone Star Dirt & Paving, LTD, Concrete Patching at various locations, ITB 14-11670-DG.

Item Summary

The 2014 Concrete Repairs Project will consist of the removal and replacement of failed or broken concrete areas (fillets, valley gutters, sections of intersections, and curb and gutters) at various locations throughout the City of Lubbock. We will also be placing handicap ramps at several of these locations as needed. The removal and replacement is necessary to maintain the street infrastructure. By doing so, we can eliminate the time and money that city staff spend patching failed areas and can eliminate further deterioration of such areas.

Three bids were received from the following companies.

West Infrastructure, LLC. of Lubbock, TX	$632,133
Lone Star Dirt & Paving, LTD. of Lubbock, TX	648,060
Allen Butler Construction, Inc. of Ransom Canyon, TX	723,070

The low bidder, West Infrastructure,LLC, is currently working on a similar contract with the City of Lubbock, (2013 Asphalt & Concrete Patching Contract No. 11327) that was awarded on July 11, 2013, in the amount of $640,187. This project to date has not gone very well. Several Vendor Performance Forms have been turned into the Purchasing Department by our Pavement Management Department identifying issues with this contract. Several of the issues include not meeting schedules, using sub contractors to do work when there was no sub contractors listed on their bid forms, not having the proper equipment to do paving work, and not meeting their responsibility to finish work in an allotted time. As of their last estimate, they have used 86% of the allotted days and have only done 38% of the work. We anticipate that they will not complete this project on time and will go into liquidated damages that will cost West Infrastructure $1,044 per day for every day over the allotted time allowed in the contract.

Pursuant to Texas Local Government Code 252.043, Award of Contract, the City awards contracts to bidders that provide goods or services to the City at best value. The City determines the best value by taking into consideration the ability, capacity, skill, and financial resources to perform the work or provide the service required; the ability of the bidder to perform the work or provide the services promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the bidder; the quality of performance of previous contracts or services; and the safety record of the Contractor and proposed Sub-Contractors.

Staff recommends contract award to the lowest responsible bidder, Lone Star Dirt & Paving, LTD of Lubbock, Texas for $648,060. Time completion is 150 consecutive calendar days and liquidated damages are $1,044 day.

The contract is awarded by unit price and the total amount of the award is estimated based on estimated quantities.

Actual expenditures may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds.

Fiscal Impact

$37,644,368 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $648,060 available for this contract.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Concrete patching

CIP Detail

Project Cost Detail Sheet

Concrete Patching Map

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. 11670 for concrete patching at various locations, by and between the City of Lubbock and Lone Star Dirt and Paving, LTD, 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-Lone Star Dirt
December 4, 2013

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 12-2-13

ITB 14- 11670 -DG – Concrete Patching at Various Locations

Bid of Lone Star Dirt & Paving Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Asphalt Patching at Various Locations, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	30" Curb and Gutter, Class B (3,000 psi@7 Days) 30" wide separate gutter or saw-tooth curb & gutter, including labor, equipment, removal and disposal of existing material, sub-grade preparation, complete in place.	600	LF	35.00	21,000.00
2	Valley Gutters and Fillets, 8" reinforced Class B concrete (3,000 psi @ 7 days) (See section 2, item 10 of the specifications for reinforcement information); including Labor, equipment, removal and disposal of existing material, sub-grade preparation, complete and in place.	900	SY	74.00	66,600.00
3	350 SY Placement of 2 sack flowable fill 6" depth, including labor, equipment, removal and disposal of asphaltic surface, caliche base and sub-grade (if soft or unstable) to depth of ½"and replacing with 6" of 2 sack flowable fill.	350	SY	78.00	27,300.00
4	Patching 2" H.M.A.C.; with approved crushed gravel, including labor, equipment, removal and disposal of existing surface, (if applicable), including prime and tack coat.	3000	SY	29.75	89,250.00
5	Concrete Slab removal and disposal, including labor, equipment, removal and disposal of concrete surface.	200	SF	12.00	2,400.00
6	Reinforced concrete and truncated dome brick handicapped ramp, as detailed, including all necessary earthwork preparation and removal of all obstacles as needed, installed and complete.	350	SF	8.00	2,800.00

7	Concrete flatwork 4" reinforced Class A concrete (3,000 psi@28days) (see section 2, item 10 of the specifications for reinforcement information); including labor, equipment, sub-grade preparation, complete in place.	200	SF	9.95	1,990.00
8	6" thick reinforced concrete retaining wall, various heights A concrete (3000 psi@28 days) (see section 2, item 10 of the fications for reinforcement information);including labor, ment, sub-grade preparation, complete in place	100	LF	82.00	8200.00
9	8" thick reinforced concrete paving Class "C" Concrete (3,600 psi @ 28 days) (see section 2, item 10 of the specifications for reinforcement information); including labor, equipment, removal and disposal of existing material, sub-grade preparation complete in place	5535	SY	72.00	398,520.00
10	Mobilization	1	EA	30,000.00	30,000.00
	TOTAL BASE BID (ITEMS 1 –6)			$	648,060.00
Alternate :					
1	8" reinforced Class B concrete (3,000 psi @ 7 days)(Concrete median removal & replacement at 50th St. & Frankford Ave.) including labor, equipment, removal and disposal of existing material, dowel every 3' in existing pavement, #6 rebar on 18" centers E.W., including patching of asphalt, and barricades per traffic control plan, complete and in place.	1900	SY	$ 76.00	144,400.00

S.T. Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **ONE-HUNDRED FIFTY (150) CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **ONE THOUSAND FORTY FOUR DOLLARS ($1,044)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

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

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

ST Bidder's Initials

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

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

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

Date: 12-2-13

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Paving Ltd
Company

11820 Univ Ave
Address

Lub, Lub
City, County

Tx, 79423
State Zip Code

Telephone: 806 - 745 6011

Fax: 806 - 745 4074

FEDERAL TAX ID or SOCIAL SECURITY No.
8000 13091

EMAIL: lone star steve@nts-online, net

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

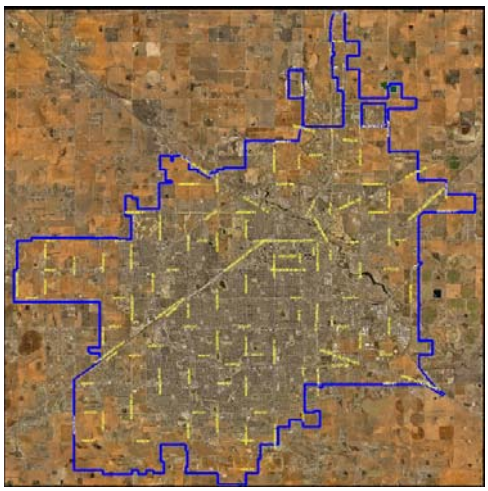
	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, prentative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

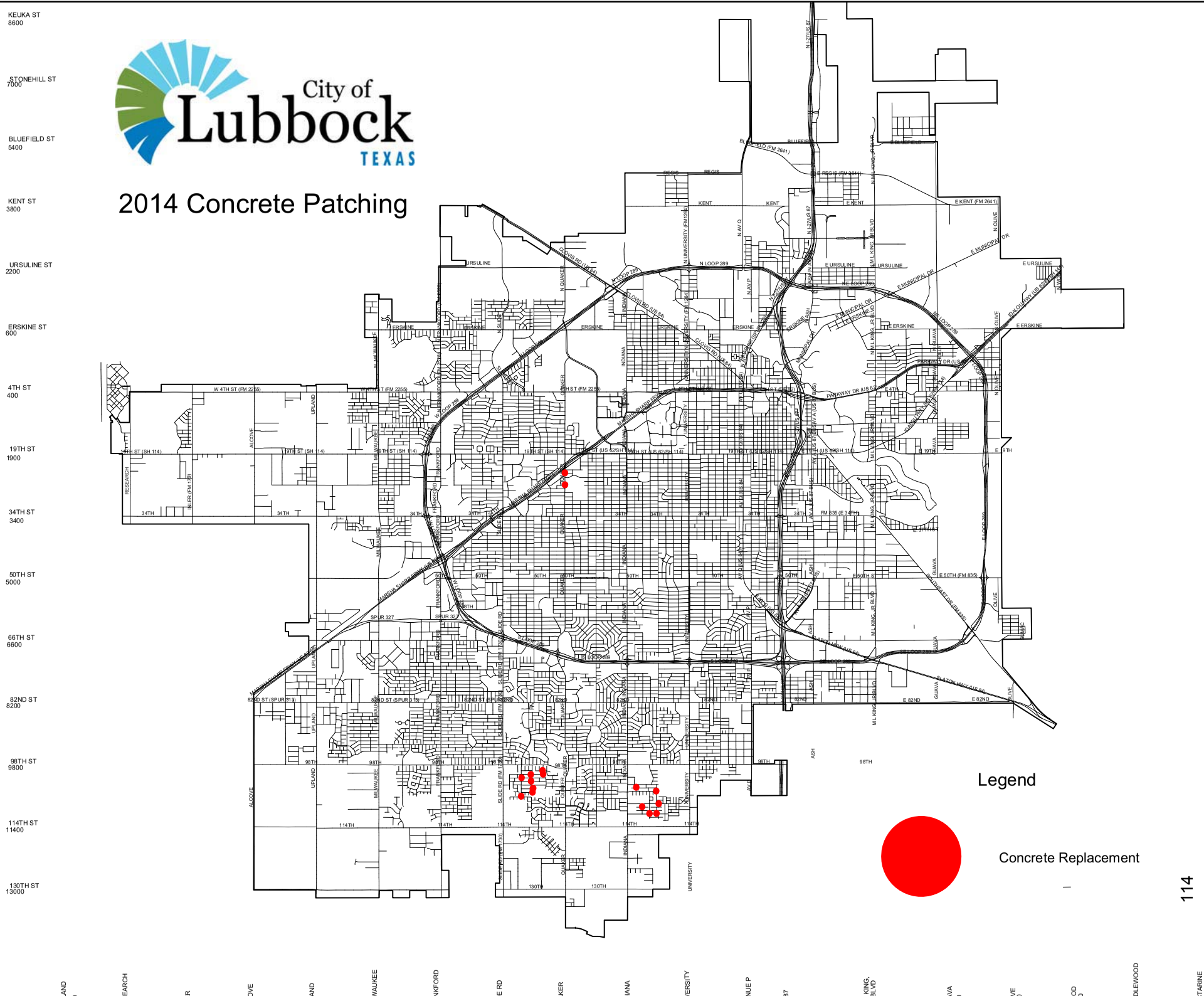
$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679
Total Project Appropriation	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Capital Project Number:	
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796
Pavement Restoration	197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000
Water System Improvements	396
Admin Cost	2,066
Asphalt	122,227
Mac Davis Lane Design	29,731
S & S Commercial Properties - Paving of 66th East of Iola	35,667
Lone Star Dirt & Paving (Asphalt Patching)	864,000
Lone Star Dirt & Paving (Concrete Repairs)	738,002
Intermountain Slurry Seal (2013 Micro-Surfacing Project)	5,058,650
Pavement Restoration (Asphalt Rejuvenation)	500,000
Lubbock Interstate Hotels Agreement (Ave J Street Paving)	16,968
West Construction (Asphalt and Concrete Patching)	640,187
Lone Star Dirt and Paving (ADA Ramp Project)	165,095
Agenda Item December19, 2013	
Lone Star Dirt & Paving (Asphalt Patching)	981,800
Lone Star Dirt & Paving (Concrete Patching)	648,060
Encumbered/Expended To Date	25,491,685
Estimated Costs for Remaining Appropriation	
Construction	12,152,683
Remaining Appropriation	12,152,683
Total Appropriation	$ 37,644,368


City of Lubbock TEXAS
2014 Concrete Patching
KEUKA ST 8600
STONEHILL ST 7000
BLUEFIELD ST 5400
KENT ST 3800
URSULINE ST 2200
ERSKINE ST 600
4TH ST 400
19TH ST 1900
34TH ST 3400
50TH ST 5000
66TH ST 6600
82ND ST 8200
98TH ST 9800
114TH ST 11400
130TH ST 13000
ZEELAND 10300
RESEARCH 9500
INLER 8700
ALCOVE 7900
UPLAND 7300
MILWAUKEE 6500
FRANKFORD 5800
SLIDE RD 5200
QUAKER 4400
INDIANA 3400
UNIVERSITY 2500
AVENUE P 1600
US 87 900
M L KING, JR BLVD 1700
GUAVA 3300
OLIVE 4100
WOOD 4900
FIDDLEWOOD 5700
NECTARINE 6500
Legend
Concrete Replacement
114

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute contract 11556/EPA 96629501 with Red River Construction Company for the construction of the Canyon Lake Water Reuse Porject - Southeast Water Reclamation Plant (SEWRP) Outfall Pipeline with Cascase Aeration, ITB 14-11556-MA.

Item Summary

This project will include the construction of 700 linear feet of 42 inch gravity sewer pipeline, a cascade aeration facility and a discharge structure. The proposed pipeline will be used to convey stream quality treated effluent from the SEWRP Ultraviolet Disinfection facility into the North Fork Double Mountain Fork of the Brazos River adjacent to the SEWRP at permitted Outfall 007.

In 2007 City Council approved a Strategic Water Supply Plan that recommended indirect reuse of reclaimed water as part of a long-term water supply strategy. On October 26, 2011, the City received authorization from the Texas Commission of Environmental Quality (TCEQ) to discharge treated effluent at Outfall 007 adjacent to the SEWRP.

On October 31, 2013, the City of Lubbock received bids from two general contractors for the construction of the Southeast Water Reclamation Plant Outfall Pipeline project.

Company	Base Bid	Alternate B	Total Bid
Red River Construction Co. of Wylie, TX	1,163,649	90,600	$1,254,249
UCA, Inc. of Lubbock, TX	1,628,930	104,500	1,733,430

The evaluation committee recommends bid award to the low bidder, Red River Construction Co., of Wylie, Texas for the contract amount of $1,254,249 and contract time of 210 calendar days.

Fiscal Impact

$2,219,800 is appropriated in Capital Improvement Project 8524, Canyon Lakes System Reuse Study, with $1,254,249 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Red River Construction
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11556 for Canyon Lake Water Reuse Project-Southeast Water Reclamation Plant Outfall Pipeline with Cascade Aeration, by and between the City of Lubbock and Red River Construction Co., of Wylie, 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:ccdocs/RES.Contract-Red River Construction
November 20, 2013

REVISED BID - SUBMITTAL FORM
ITB- 14-11556-MA
UNIT PRICE PROPOSAL CONTRACT

DATE: October 31, 2013

PROJECT NUMBER: EPA #96629501 Canyon Lake Water Reuse Project – Southeast Water Reclamation Plant Outfall Pipeline with Cascade Aeration

Proposal of Red River Construction Co. (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 **Southeast Water Reclamation Plant Outfall Pipeline with Cascade Aeration Structure** 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	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance for the lump sum price.	$57,700.00/LS	$ 57,700.00
2	706 LF	Furnish and install new 42 inch outfall pipeline at the SE Water Reclamation Plant as illustrated in plans and specified.	$ 485.00/LF	$ 342,410.00
3	1 LS	Construct new concrete cascade aeration structure with valves, aluminum grating, aluminum guard rails and all related work as illustrated in plans and specified.	$448,000.00/LS	$448,000.00
4	1 LS	Construct new concrete discharge structure with concrete apron, riprap, shotcrete, stainless steel pipe and all related work as shown in plans and as specified.	$40,000.00/LS	$ 40,000.00

Bidders Initial

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	1 LS	Demolition of storm drainage inlet structure, 14 feet of 16" diameter and 48 feet of 24" diameter storm drain pipe as shown on Sheet 15, remove and dispose as specified.	$ 4,500.00 /LS	$ 4,500.00
6	145 SY	Demolition of 145 square yards (120 sy on Sheet 15 and 25 sy on Sheet 17) of asphalt pavement as shown, remove and dispose as specified.	$ 12.00 /SY	$ 1,740.00
7	118 LF	Demolition of 118 linear feet (93 lf on Sheet 15 and 25 lf on Sheet 17) of concrete curb and gutter as shown, remove and dispose as specified.	$ 12.00 /LF	$ 1,416.00
8	2.5 SY	Demolition of 2.5 square yards of concrete pavement as shown on Sheet 15, remove and dispose as specified.	$ 270.00 /SY	$ 675.00
9	80 LF	Demolition of 80 linear feet of concrete storm drainage channel as shown on Sheet 16, remove and dispose as specified..	$ 60.00 /LF	$ 4,800.00
10	28 LF	Demolition of 28 linear feet of concrete footer as shown on Sheet 16, remove and dispose as specified.	$ 100.00 /LF	$ 2,800.00
11	70 LF	Demolition of 70 linear feet of abandoned PVC pipeline as shown on Sheets 5 and 16, remove and dispose as specified.	$ 50.00 /LF	$ 3,500.00
12	42 CY	Demolition of 42 cubic yards of abandoned filters wall sections as shown on Sheets 6 and 7, remove and dispose as specified.	$ 160.00 /CY	$ 6,720.00
13	1 LS	Furnish and utilize as needed support beams to support piping and electrical ducts encountered during excavation for installation of new pipeline as shown.	$ 35,000.00 /LS	$ 35,000.00
14	1 LS	Furnish and utilize as needed dewatering equipment (assume dewatering at 50 gpm for 30 days in area east of cascade aeration structure) in areas where ground water is encountered.	$ 30,000.00 /LS	$ 30,000.00
15	1 LS	Relocate existing A/C unit in Digested Sludge Pumping Building's electrical room as shown and as specified, complete and in place.	$ 7,300.00 /LS	$ 7,300.00
16	1 LS	Furnish and install storm drainage inlet structure, 14 feet of 16" diameter and 48 feet of 24" diameter storm drain pipe as shown on Sheet 18 and as specified, complete and in place.	$ 6,700.00 /LS	$ 6,700.00

DP

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
17	105.5 SY	Furnish and install replacement 105.5 square yards of asphalt as shown on Sheet 18 and as specified, complete and in place.	$66.00/SY	$6,963.00
18	73 LF	Furnish and install replacement 73 feet of concrete curb and gutter as shown on Sheet 18 and as specified, complete and in place.	$30.00/LF	$2,190.00
19	1 LS	Furnish and install two light poles with dual lamps as shown/specified on Sheet 22 complete and in place.	$6,900.00/LS	$6,900.00
20	1 LS	Development, design, and implementation of the excavation and support protection systems – furnished and installed, monitored, complete and in place.	114,000.00 $ /LS	$114,000.00
21	1 LS	Development, design, and implementation of the Storm Water Pollution Prevention Plan including necessary materials and coordination for compliance with storm water regulations and ordinances, furnished and installed, monitored, complete and in place as specified.	$6,400.00/LS	$6,400.00
22	1 LS	Remove and re-install fire hydrant (as shown and specified on Sheets 15 and 18) and 20' of chain link fence (as shown and specified on Sheets 17 and 18), complete and in place as specified.	$6,800.00/LS	$6,800.00
23	1 LS	Furnish and install electrical power at aeration structure with components and power from UV Mechanical Building, up to and including the circuit breaker panel as shown on Sheet 22 as specified.	$9,000.00/LS	$9,000.00
24	1 LS	Furnish and install sample system at aeration structure with components as shown as specified.	$10,600.00/LS	$10,600.00
25	1 LS	Furnish and install electrical wiring and components from Circuit Breaker Panel on the Cascade Aeration Structure to and including the GFCI Outdoor Receptacle and two light poles as shown and specified on Sheet.	$6,100.00/LS	$6,100.00
26	205 SY	Remove and replace 205 square yards of sod as shown and specified	$7.00/SY	$1,435.00
TOTAL BASE BID (Items 1 thru 26)				$1,163,649.00

DR Bidders Initial

ALTERNATE BID A

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
TOTAL ALTERNATE BID A ITEMS			$ NA	

ALTERNATE BID B

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
B 1	1 LS	Furnish and install pre-engineered metal canopy over aeration cascade structure as shown and specified.	$79,000.00/LS	$ 79,000.00
B 2	1 LS	Furnish and install electrical system components from Circuit Breaker Panel on the Cascade Aeration Structure throughout the canopy and aeration structure as specified.	$8,600.00/LS	$ 8,600.00
B 3	1500 SY	Seed/plant disturbed areas as shown and as specified,	$2.00/SY	$ 3,000.00
B 4		If Alternate B items B1 and B2 are selected the base bid items 19 and 25 would be omitted.		[illegible]
TOTAL ALTERNATE BID B ITEMS B1 thru B3			$	90,600.00

DP Bidders Initial

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 **(180) ONE HUNDRED EIGHTY CONSECUTIVE CALENDAR DAYS and attain Final Completion within (210) TWO HUNDRED TEN CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$400 (FOUR HUNDRED DOLLARS)** for each day in excess of the time set forth herein above for completion, and the sum of **$200 (TWO HUNDRED DOLLARS)** for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

180 ONE HUNDRED EIGHTY

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

210 TWO HUNDRED TEN

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.

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 X X X X X X X Dollars ($ X X X) or a Proposal Bond in the sum of five percent of amount bid Dollars ($ 5% of A.B.), 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(g), a competitive scaled 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 FROM PRIOR TO PROPOSAL OPENING.

(Seal if Offeror is a Corporation)
ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/11/13
Addenda No. 2 Date 10/11/13
Addenda No. 3 Date 10/14/13
Addenda No. 4 Date 10/18/13
ADDENDA No. 5 DATED OCTOBER 24, 2013

Date: October 31, 2013

Authorized Signature

Dean Porter
(Printed or Typed Name)

Red River Construction Co.
Company

2804 Capital St.
Address

Wylie, Collin
City, County

Texas, 75098
State Zip Code

Telephone: 972 - 578-0127

Fax: 972-578-1043

Email: dean.porter@redriverconstruction.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0981375

M/MBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	8524
Capital Project Name:	Canyon Lakes System Reuse Study

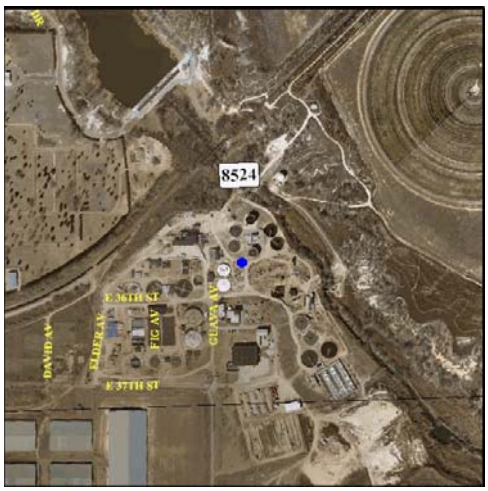
		Budget
Encumbered/Expended		
Alan Plummer Contract	$	601,152
City of Lubbock Staff Time		7,326
Professional Services - Other		3,595
Sewer System Improvements		108
Agenda Item December19, 2013		
Red River Construction Company		1,254,449
Encumbered/Expended to Date		1,866,630
Estimated Costs for Remaining Appropriation		
Construction		353,170
Remaining Appropriation		353,170
Total Appropriation To Date	$	2,219,800

Managing Department **Public Works Engineering**

Project Manager **Aubrey Spear**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Conduct a study of the reuse of effluent water in the Canyon Lake System and construct improvements for Outfall 007 associated with the Plant 4 improvements necessary for stream discharge. Funding is through an Environmental Protection Agency grant.

Project Justification

Water planning and management are priorities established by the City Council. One of the objectives of the Water Supply Plan and Report is to evaluate the cost to improve the wastewater treatment facilities to produce a consistent supply of stream discharge quality effluent, design and construct improvements to the facilities, and evaluate effluent management opportunities, including using the Jim Bertam Lake System.

Project History

In 2004, the City Council adopted the City of Lubbock Strategic Water Plan. One of the recommendations is to seek permit reuse for developed water, evaluate improvements needed to achieve 100 percent reuse, and evaluate the feasibility of implementing the Canyon Lakes Water Reuse Project.

$1,140,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
Reduced funding by $1,140,000 in FY 2005-06 Budget Amendment No. 14, Ord. No. 2006-00040, April 13, 2006.
$1,419,800 was appropriated in FY 2005-06 Budget Amendment No. 21, Ord. No. 2006-00101, September 28, 2006.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Design and Engineering	1,419,800	800,000	0	0	0	0	0	2,219,800
Total Project Appropriation	1,419,800	800,000	0	0	0	0	0	2,219,800

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
Federal Grant Funding	769,800	0	0	0	0	0	0	769,800
FY 2007 Wastewater Revenue CO's	154,284	0	0	0	0	0	0	154,284
FY 2008 Wastewater Revenue CO's	495,716	690,496	0	0	0	0	0	1,186,212
FY 2014 Wastewater Pay-As-You-Go	0	109,504	0	0	0	0	0	109,504
Total Funding Sources	1,419,800	800,000	0	0	0	0	0	2,219,800

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11583 with SAK Construction, LLC, for the rehabilitation of 27 existing sanitary sewer manholes, ITB 13-11583-MA.

Item Summary

This project involves the rehabilitation of existing sanitary sewer manholes in the City of Lubbock and at the Southeast Water Reclamation Plant. The project will repair the inside of the manholes and rehabilitate them back to a fully operational status. The manholes will be cleaned and lined with a Cured-in-Place Fiberglass Reinforced Resin Liner System.

Bids were received by the following companies:

T. Gray Utility & Rehab Co., LLC of Houston, TC	$317,000*
SAK Construction, LLC of O'Fallon, MO	320,205

* Not Quoted as Specified.

T. Gray Utility bid this project with a non pre-approved liner system. The Multiplex Liner system was evaluated and was not approved per the specifications, and therefore, considered as not quoted as specified.

Pursuant to Texas Local Government Code 252.043, Award of Contract, the City awards contracts to bidders that provide goods or services at the best value for the municipality, to the extent to which the goods and services meet the municipalities needs. All bids are evaluated for compliance with specifications before the bid price is considered. Response to specifications is primary in determining the best low bid.

Staff recommends contract award to the lowest responsible bidder meeting specifications, SAK Construction, LLC, of O'Fallon, Missouri, for $ 320,205. Time for completion is 90 consecutive calendar days with liquidated damages of $300 per calendar day.

Fiscal Impact

$2,030,000 is appropriated in Capital Improvement Project 91038, Sewer Line Replacement, with $320,205 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - SAK Construction

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11583 for Sanitary Sewer Manhole Rehabilitation Phase II, by and between the City of Lubbock and SAK Construction, LLC, of O'Fallon Missouri, 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-SAK Construction, LLC
November 20, 2013

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: October 29, 2013

ITB 14-11583-MA, Sanitary Sewer Manhole Rehabilitation Phase II

Bid of SAK Construction, LLC (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Sanitary Sewer Manhole Rehabilitation Phase II** having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

BASE BID – SANITARY SEWER MANHOLE REHABILITATION PHASE II

ITEM NO.	DESCRIPTION	QTY (+/-)	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization – Contractor mobilization including insurance, payment bond, performance bond, move-in and move-out cost	1	LS	8325.00	$ 8325.00
2	Provide and maintain a Traffic Control Plan – Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	13875.00	13875.00
3	Furnish and install Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System (4' Deep) 6800 Series. Including all materials, equipment and labor to perform installation per the specifications including all other work considered incidental to this item.	27	EA	3465.00	93555.00
4	Extra Vertical Feet (EVF) of Poly-Triplex or approved equivalent Cured-in-Place Fiberglass Reinforced Resin Liner System, 6800 Series.	235	VLF	870.00	204450.00
			TOTAL BASE BID (ITEMS 1 – 4)		$ 320205.00

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **Ninety (90) Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. An additional **Thirty (30) consecutive calendar days** shall be provided for achieving Final Completion from the date of Substantial Completion. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **Three-Hundred dollars ($300)** for each consecutive calendar day in excess of the time set forth herein above for substantial and final completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

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

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


Bidder's Initials

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

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

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

Date: October 29, 2013

Authorized Signature

Boyd Hirtz, Vice President
(Printed or Typed Name)

SAK Construction, LLC
Company

864 Hoff Road
Address

O'Fallon, St. Charles
City, County

Missouri, 63366
State Zip Code

Telephone: 636 - 385-1000

Fax: 636 - 385-1100

(Seal if Bidder is a Corporation)

ATTEST:

Secretary Steve Stulce, Secretary

Bidder acknowledges receipt of the following addenda:

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

FEDERAL TAX ID or SOCIAL SECURITY No.
20-4193988

EMAIL: bhirtz@sakcon.com

M/WBE Firm: N/A

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

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

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	220,277
Professional Services		4,416
Sewer System Improvements		622,981
Water System Improvements		8,657
Agenda Item December19, 2013		
SAK Construction LLC Contract		320,205
Encumbered/Expended to Date		1,176,536
Estimated Costs for Remaining Appropriation		
Sewer Line Replacements		853,464
Remaining Appropriation		853,464
Total Appropriation To Date	$	2,030,000

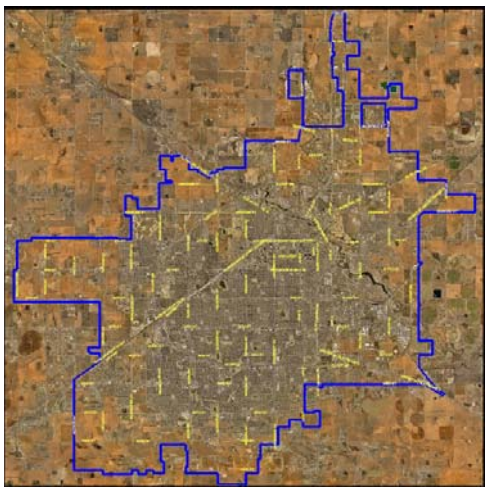
Project Name **Sewer Line Replacement** *Project Number* **91038**

Managing Department **Wastewater Collection**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



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

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

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

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

$600,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$300,000 was appropriated in FY 2006-07 Budget in Ord. No. 2006-00098, September 13, 2006.
$320,000 was appropriated in the FY 2007-08 budget in Ord. No. 2007-00091, September 13, 2007.
$340,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
Reduced funding by $700,000 in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$150,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$380,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$390,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,640,000	390,000	400,000	400,000	400,000	400,000	400,000	4,030,000
Total Project Appropriation	1,640,000	390,000	400,000	400,000	400,000	400,000	400,000	4,030,000

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution-Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a easement from Frank Lira and Joaquina Lira 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.

Item Summary

In 2012 the City of Lubbock completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $334.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project No 92255, Bailey County Well Field Supply Line/Pumping System, with $334.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Lira

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, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $334.00 and that closing costs shall also be paid in connection with the acquisition of the Easement, 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

vw:ccdocs/RES.Easement-Lira
November 22, 2013

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Frank Lira and Joaquina Lira, with street address of 7207 CR 6100, Shallowater, TX 79363, 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.

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. 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.

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. 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 29th day of October, 2013 ("Effective Date").

GRANTOR:

FRANK LIRA

JOAQUINA LIRA

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 29th October, 2013, by Frank Lira and Joaquina Lira.



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 _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

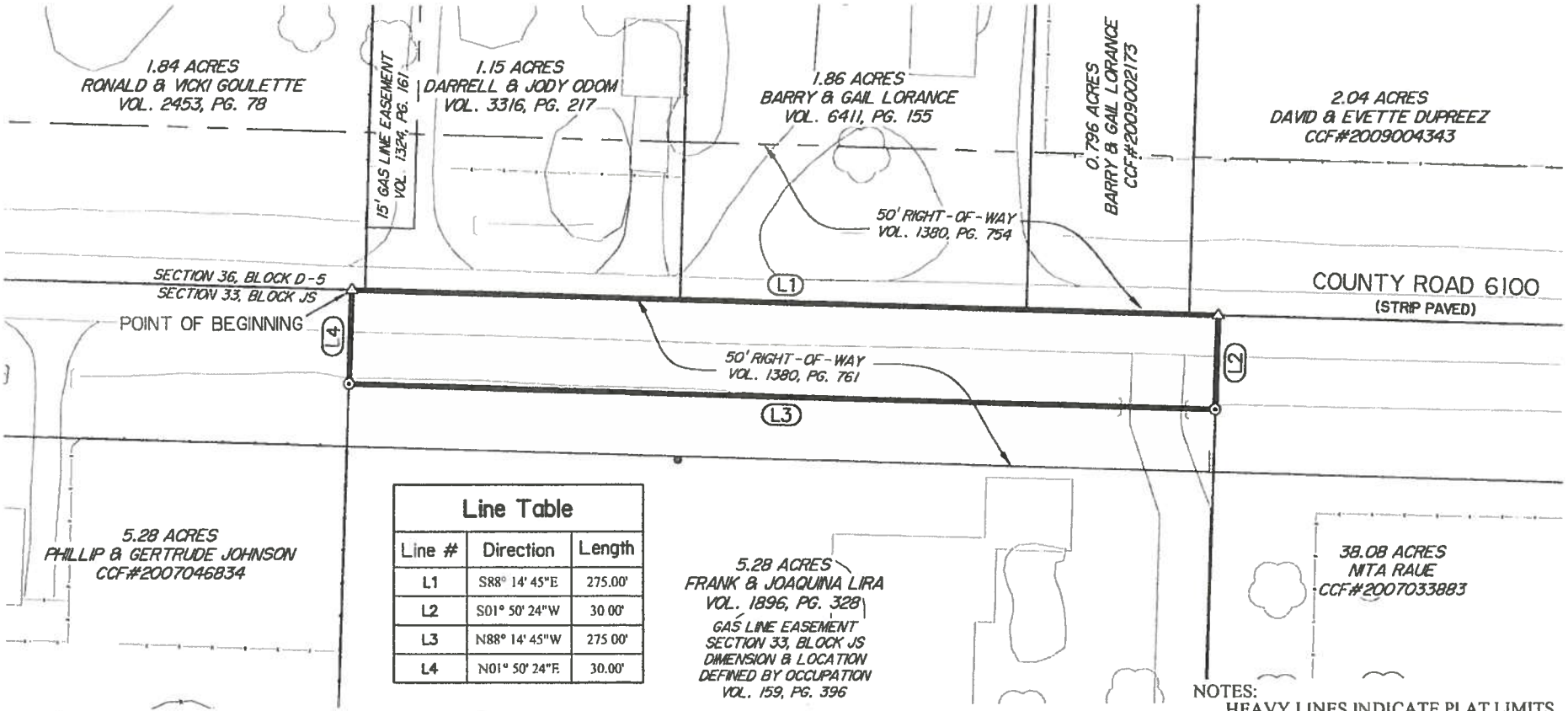
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 45 - Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'



Line Table		
Line #	Direction	Length
L1	S88° 14' 45"E	275.00'
L2	S01° 50' 24"W	30.00'
L3	N88° 14' 45"W	275.00'
L4	N01° 50' 24"E	30.00'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
△ - FOUND RAIL ROAD SPIKE

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 23, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

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.

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 45 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN

SECTION 33, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.189 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 5.28 acre tract described in Volume 1896, Page 328, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a rail road spike found (North: 7307805.06', East: 911987.17') at the Northwest corner of said 5.28 acre tract and at the Northeast corner of a 5.28 acre tract described in County Clerk File Number 2007046834, Official Public Records, Lubbock County, Texas, and in the South line of a 1.84 acre tract described in Volume 2453, Page 78, Real Property Records, Lubbock County, Texas, and in the North line of a 50.00 foot right-of-way easement described in Volume 1380, Page 761, Deed Records, Lubbock County, Texas, and in the South line of a 50.00 foot right-of-way easement described in Volume 1380, Page 754, Deed Records, Lubbock County, Texas, which bears S. 88°14'45" E a distance of 275.00 feet from a 1/2" iron rod found at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'45" E. along the common line of said Section 33, Block JS, and Section 36, Block D-5, and along the common line of said 50.00 foot right-of-ways, also being the North line of said 5.28 acre tract described in Volume 1896, Page 328, for a distance of 275.00 feet to a rail road spike found at the Northeast corner of said 5.28 acre tract described in Volume 1896, Page 328, and at the Northwest corner of a 38.08 acre tract described in County Clerk File Number 2007033883, Official Public Records, Lubbock County, Texas, and in the South line of a 2.04 acre tract described in County Clerk File Number 2009004343, Official Public Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said 5.28 acre tract and said 38.08 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'45" W. a distance of 275.00 feet to a 1/2" iron rod with cap set in the West line of said 5.28 acre tract described in Volume 1896, Page 328, and in the East line of said 5.28 acre tract described in County Clerk File Number 2007046834, for the Southwest corner of this parcel;

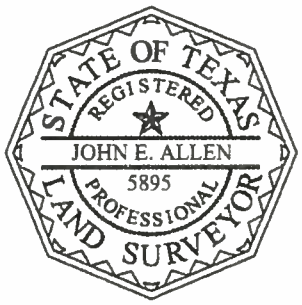
THENCE N. 01°50'24" E. along the common line of said 5.28 acre tracts a distance of 30.00 feet to Point of Beginning.

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 23, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Regular City Council Meeting **5. 11.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Mark L. Roush 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.

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 $250.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $250.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Bailey Co. Well Field Project

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, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $250.00 and that closing costs shall also be paid in connection with the acquisition of the Easement, 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

vw:ccdocs/RES.Easement-Roash
November 22, 2013

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Mark L. Roush, hereinafter referred to as Grantor, with street address of 6210 North CR 6100, Shallowater, Texas 79363, 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.

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. 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.

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. 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 30th day of October, 2013 ("Effective Date").

GRANTOR:

MARK L. ROUSH

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

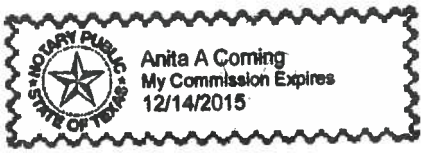
_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on October 30th, 2013, by **MARK L. ROUSH**.



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 _____, 2013, 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 _____

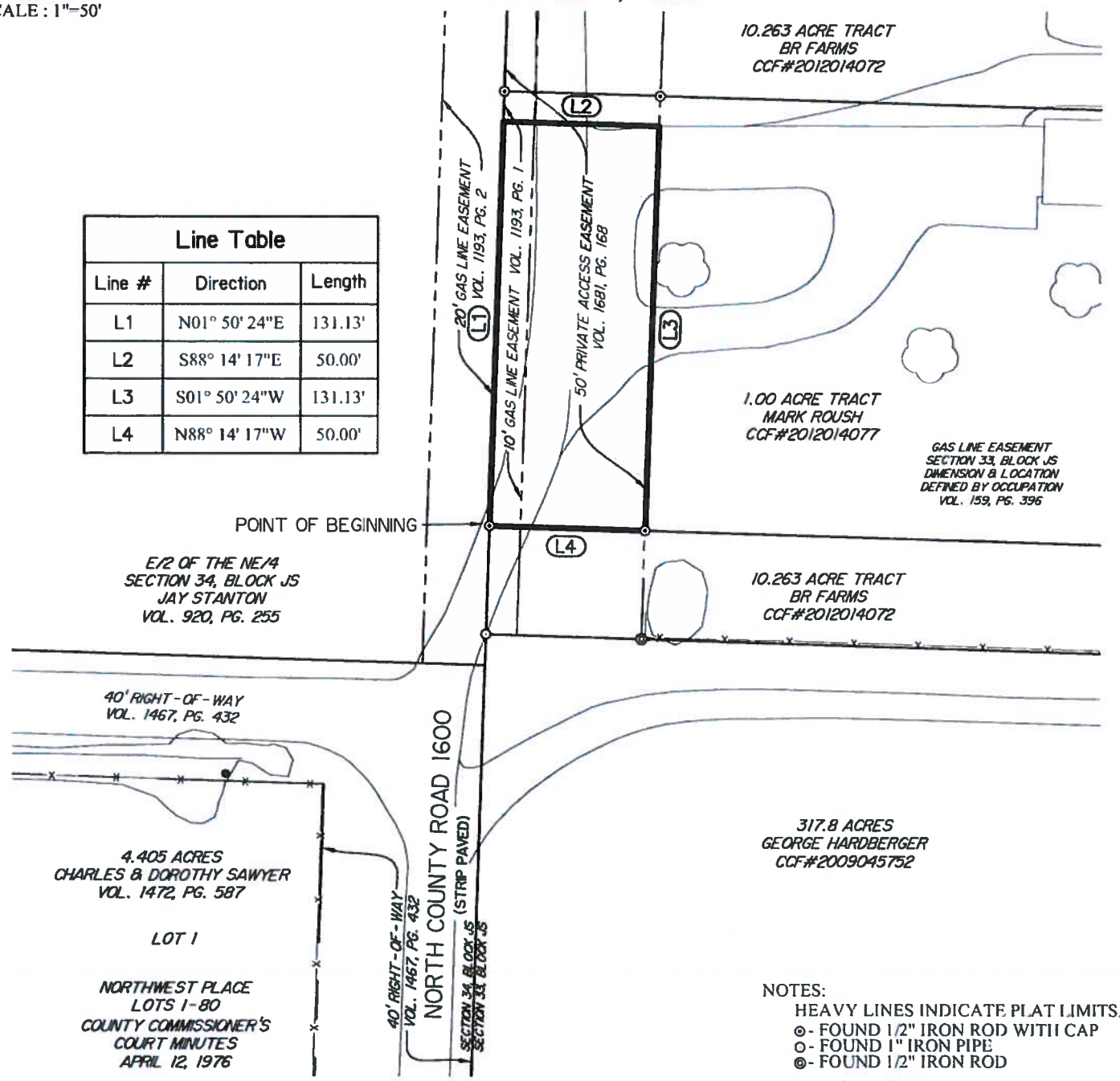
_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 59 - Permanent Easement
PERIMETER SURVEY OF A 0.151 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'

Line Table		
Line #	Direction	Length
L1	N01° 50' 24"E	131.13'
L2	S88° 14' 17"E	50.00'
L3	S01° 50' 24"W	131.13'
L4	N88° 14' 17"W	50.00'



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1" IRON PIPE
◉ - FOUND 1/2" IRON ROD

A legal description of even survey date herewith accompanies this plat of survey.

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 11, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
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BAILEY COUNTY WATER PIPELINE
Parcel No. 59 - Permanent Easement
PERIMETER SURVEY OF A 0.151 ACRE TRACT LOCATED IN

SECTION 33, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.151 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 1.00 acre tract described in County Clerk File Number 2012014077, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found (North: 7305229.53', East: 911629.29') in common line of Sections 33 and 34, Block JS, Lubbock County, Texas, and in the East line of the East half of the Northeast quarter of said Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, and in the East line of a 20.00 foot gas line easement described in Volume 1193, Page 3, Deed Records, Lubbock County, Texas, and in the West line of a 50.00 foot private access easement described in Volume 1681, Page 168, Deed Records, Lubbock County, Texas, and in the West line of a 10.00 foot gas line easement described in Volume 1193, Page 1, Deed Records, Lubbock County, Texas, and at the a corner of a 10.263 acre tract described in County Clerk File Number 2012014072, Official Public Records, Lubbock County, Texas, and at the Southwest corner of said 1.00 acre tract which bears N. 01°50'24" E. a distance of 2585.28 feet from a 1/2" iron rod found at the Northwest corner of said Section 33, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along said common line of said Sections 33 and 34, Block JS, and the East line of said East half of the Northeast quarter of Section 34, Block JS, and along the West line of said 1.00 acre tract and along the common line of said 10.00 foot and 20.00 foot gas line easements and along the West line of said 50.00 private access easement a distance of 131.13 feet to a point which bears S. 01°50'24" W. a distance of 9.79 feet from a 1/2" iron rod with cap found at the Northwest corner of said 1.00 acre tract, for the Northwest corner of this parcel;

THENCE S. 88°14'17" E. parallel with the North line of said 1.00 acre tract at 10.00 feet pass the East line of said 10.00 gas line easement, continuing for a total distance of 50.00 feet to a point in the East line of said 50.00 private access easement, which bears S. 01°50'24" W. a distance of 9.79 feet from a 1/2" iron rod with cap found at the Northeast corner of said 1.00 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the East line of said 50.00 private access easement a distance of 131.13 feet to a 1/2" iron rod with cap found in the South line of said 1.00 acre tract and in the North line of said 10.263 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°12'35" W. along the common line of said 1.00 acre and 10.263 acre tracts at 40.00 feet pass the East line of said 10.00 foot gas line easement, continuing for a total distance of 50.00 feet to the Point of Beginning.

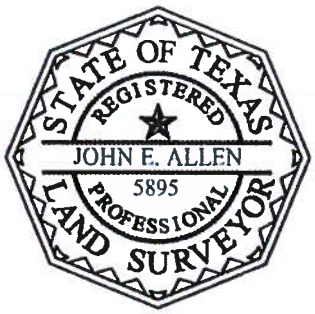
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 11, 2013

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Regular City Council Meeting **5. 12.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Nita Raue 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, Parcel 47.

Item Summary

In 2012 the City of Lubbock completed a Low Head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City 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 $334.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $334.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Raue

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, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $334.00 and that closing costs shall also be paid in connection with the acquisition of the Easement, 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

vw:ccdocs/RES.Easement-Edwards
November 22, 2013

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue, Deceased, Cause No. 2013-777,040, County Court, Lubbock County, Texas, hereinafter referred to as Grantor, with street address of 7101 CR 6100, Shallowater, Texas 79363, 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.

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. 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.

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. 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 30th day of October, 2013 ("Effective Date").

GRANTOR:

Nita Raue

Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue, Deceased

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Keal Smith

_____

_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on October 30th, 2013, by Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue.

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 §

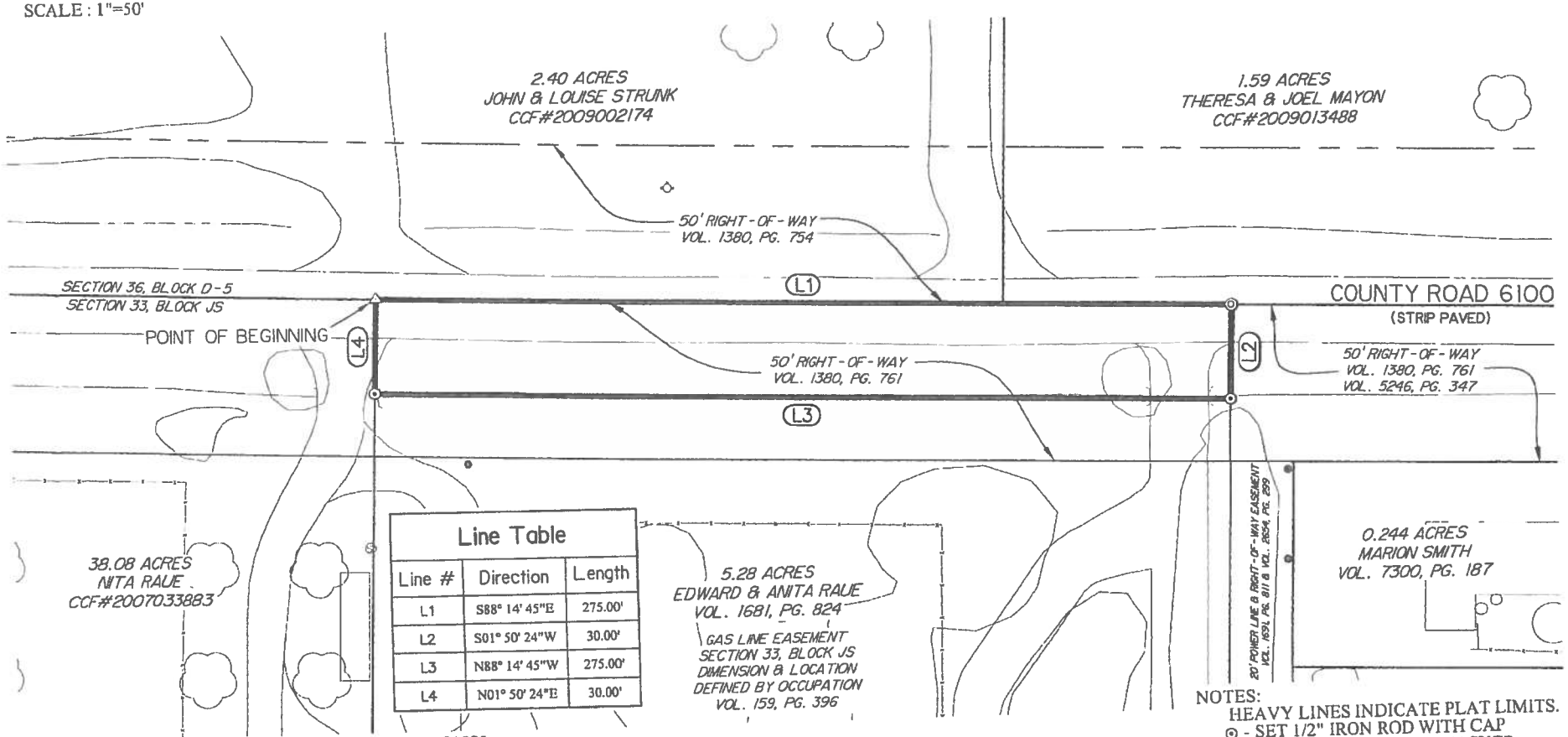
This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
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. 47 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'



Line Table		
Line #	Direction	Length
L1	S88° 14' 45"E	275.00'
L2	S01° 50' 24"W	30.00'
L3	N88° 14' 45"W	275.00'
L4	N01° 50' 24"E	30.00'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
◎ - SET MAG NAIL WITH WASHER
△ - FOUND RAIL ROAD SPIKE

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.
September xx, 2013

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
PRELIMINARY
NOT FOR RECORDING
PROFESSIONAL
SURVEYOR

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 47 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.189 ACRE TRACT LOCATED IN

SECTION 33, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.189 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 5.28 acre tract described in Volume 1681, Page 824, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a rail road spike found (North: 7307779.81', East: 912811.78') at the Northwest corner of said 5.28 acre tract and at the Northeast corner of a 38.08 acre tract described in County Clerk File Number 2007033883, Official Public Records, Lubbock County, Texas, and in the South line of a 2.40 acre tract described in County Clerk File Number 2009002174, Official Public Records, Lubbock County, Texas, and in the North line of a 50.00 foot right-of-way easement described in Volume 1380, Page 761, Deed Records, Lubbock County, Texas, and in the South line of a 50.00 foot right-of-way easement described in Volume 1380, Page 754, Deed Records, Lubbock County, Texas, which bears S. 88°14'45" E a distance of 1100.00 feet from a rail road spike found at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'45" E. along the common line of said Section 33, Block JS, and Section 36, Block D-5, and along the common line of said 50.00 foot right-of-ways, also being the North line of said 5.28 acre tract for a distance of 275.00 feet to a mag nail with washer set at the Northeast corner of said 5.28 acre tract and Volume 1380, Page 761 and in the common line of said 50.00 foot right-of-way easements and in the South line of a 1.59 acre tract described in County Clerk File Number 2009013488, Official Public Records, Lubbock County, Texas, also being the Northwest corner of Town North Estates, an unrecorded subdivision, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said 5.28 acre tract and said Town North Estates a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'45" W. a distance of 275.00 feet to a 1/2" iron rod with cap set in the West line of said 5.28 acre tract and in the East line of said 38.08 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along the common line of said 5.28 acre tract and said 38.08 acre tract a distance of 30.00 feet to 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
September xx, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 13.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a easement from Nita Raue 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, Parcel 46.

Item Summary

In 2012 the City of Lubbock completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City 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 $667.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project No 92255, Bailey County Well Field Supply Line/Pumping System, with $667.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Parcel 46

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, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $667.00 and that closing costs shall also be paid in connection with the acquisition of the Easement, 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

vw:ccdocs/RES.Easement-Raue
November 22, 2013

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue, Deceased, Cause No. 2013-777,040, County Court, Lubbock County, Texas, hereinafter referred to as Grantor, with street address of 7101 CR 6100, Shallowater, Texas 79363, 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.

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.

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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.

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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.

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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.

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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.

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 30th day of October, 2013 ("Effective Date").

GRANTOR:

Nita Raue

Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue, Deceased

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

_____

_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on October 30th, 2013, by Nita Raue, being one and the same person as Anita Louise Raue, Individually and as Independent Executrix of the Estate of Edward Raue.



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 _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

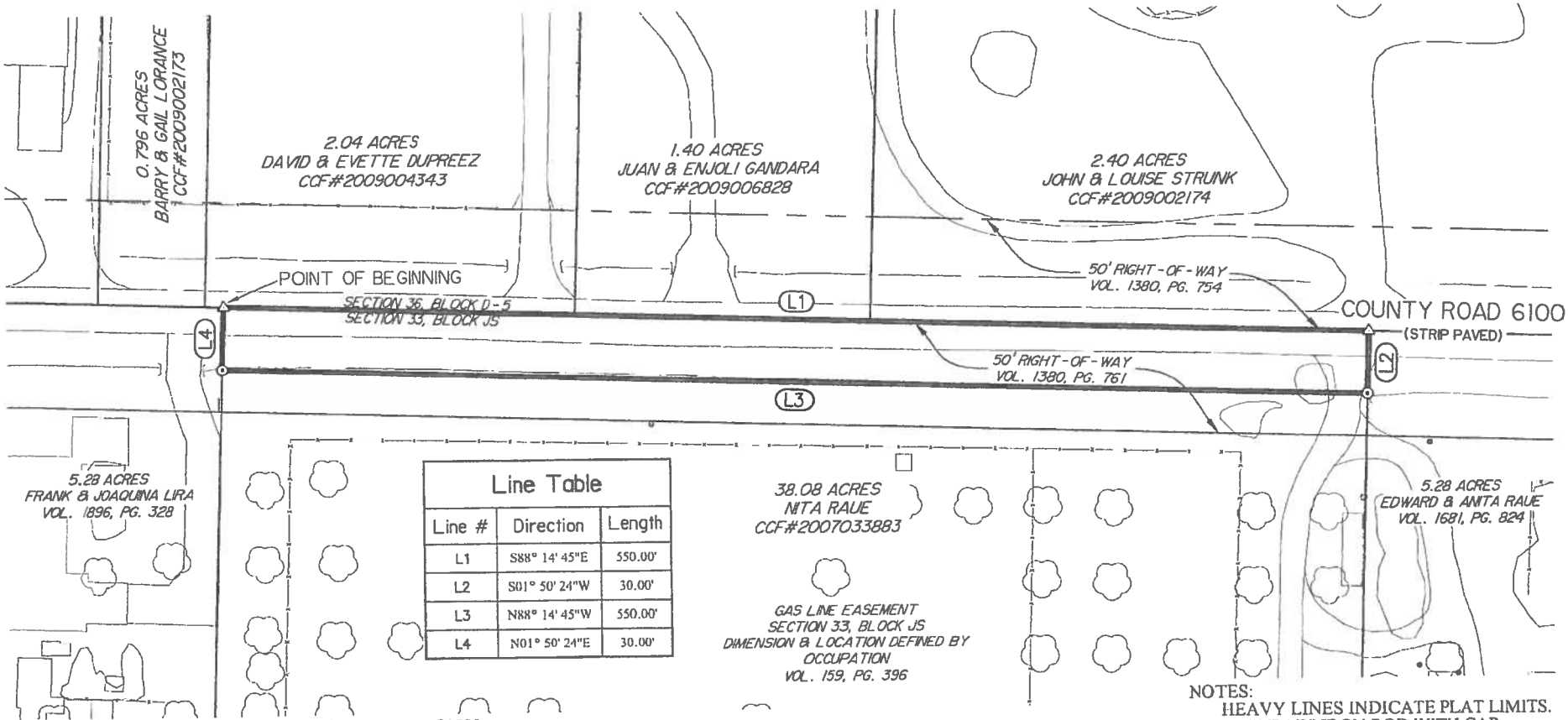
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 46 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.379 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=75'



Line Table		
Line #	Direction	Length
L1	S88° 14' 45"E	550.00'
L2	S01° 50' 24"W	30.00'
L3	N88° 14' 45"W	550.00'
L4	N01° 50' 24"E	30.00'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - SET MAG NAIL WITH WASHER
△ - FOUND RAIL ROAD SPIKE

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.
September xx, 2013

STATE OF T
REGIST
JO' ALLEN
PRELIMINARY
NOT FOR RECORDING
SSIONAL
SURVEYOR

A legal description of even survey date herewith accompanies this plat of survey.

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 46 - Proposed Permanent Easement
PERIMETER SURVEY OF A 0.379 ACRE TRACT LOCATED IN
SECTION 33, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.379 acre parcel located in Section 33, Block JS, Lubbock County, Texas, being a portion of 38.08 acre tract described in County Clerk File Number 2007033883, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a rail road spike found (North: 7307796.64', East: 912262.04') at the Northwest corner of said 38.08 acre tract and at the Northeast corner of a 5.28 acre tract described in Volume 1896, Page 328, Deed Records, Lubbock County, Texas, and in the South line of a 2.04 acre tract described in County Clerk File Number 2009004343, Official Public Records, Lubbock County, Texas, and in the North line of a 50.00 foot right-of-way easement described in Volume 1380, Page 761, Deed Records, Lubbock County, Texas, and in the South line of a 50.00 foot right-of-way easement described in Volume 1380, Page 754, Deed Records, Lubbock County, Texas, which bears S. 88°14'45" E a distance of 550.00 feet from a rail road spike found at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'45" E. along the common line of said Section 33, Block JS, and Section 36, Block D-5, and along the common line of said 50.00 foot right-of-ways, also being the North line of said 38.08 acre tract for a distance of 550.00 feet to a rail road spike found at the Northeast corner of said 38.08 acre tract and at the Northwest corner of a 5.28 acre tract described in Volume 1681, Page 824, Deed Records, Lubbock County, Texas, and in the South line of a 2.40 acre tract described in County Clerk File Number 2009002174, Official Public Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said 38.08 acre tract and said 5.28 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'45" W. a distance of 550.00 feet to a 1/2" iron rod with cap set in the West line of said 38.08 acre tract and in the East line of said 5.28 acre tract described in Volume 1896, Page 328, for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. along the common line of said 5.28 acre tract described in Volume 1896, Page 328, and said 38.08 acre tract a distance of 30.00 feet to 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
September xx, 2013



John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 14.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from First Baptist Church of Lubbock, Texas, Texas Baptist Children's Home, Family Services, Inc., and Wayland Baptist University, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 7 and 8, Block E.

Item Summary

The City has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $2,327.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000.00 is appropriated in Capital Improvement Project No 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $2,327.00 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - First Baptist Church

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 Sections 7 and 8, Block 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 $2,327.00 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

cw/Res.Easement-First Baptist Church
11.19.13

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

FIRST BAPTIST CHURCH OF LUBBOCK, TEXAS, TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC., and WAYLAND BAPTIST UNIVERSITY, 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 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.

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, 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. 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, 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 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, irrigate, 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. 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.

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 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.

21. 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 _____ day of _____, 2013 ("Effective Date").

GRANTOR:

FIRST BAPTIST CHURCH OF LUBBOCK, TEXAS

By: _____

Title: Business Administrator

TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC.

By: _____

Title: _____

WAYLAND BAPTIST UNIVERSITY

By: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Dean Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of FIRST BAPRIST CHURCH OF LUBBOCK, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of October, 2013.

NELVA SMITH
MY COMMISSION EXPIRES
September 2, 2016

Nelva Smith
Notary Public in and for the State of Texas

My Commission Expires: 9-2-16

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of WAYLAND BAPTIST UNIVERSITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Kent Smith
_____
_____

APPROVED AS TO FORM:

Ryan Bigbee with permission

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, 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 _____, 2013, 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: _____

GRANTOR:

FIRST BAPTIST CHURCH OF LUBBOCK, TEXAS

By:_____

_____

Title: _____

TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC.

By: _____

_____

Title: PRESIDENT

WAYLAND BAPTIST UNIVERSITY

By:_____

_____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of FIRST BAPRIST CHURCH OF LUBBOCK, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared TODD L. ROBERSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of NOVEMBER, 2013.

AMANDA ROSE AGUIRRE
Notary Public, State of Texas
My Commission Expires
AUGUST 07, 2017

Amanda Aguirre
Notary Public in and for the State of Texas

My Commission Expires: 8/7/17

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of WAYLAND BAPTIST UNIVERSITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
_____
_____

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, 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 _____, 2013, 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: _____

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 _____ day of _____, 2013 ("Effective Date").

GRANTOR:

FIRST BAPTIST CHURCH OF LUBBOCK, TEXAS

By: _____

Title: _____

TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC.

By: _____

Title: _____

WAYLAND BAPTIST UNIVERSITY

By: Paul Cannes

Title: President

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of FIRST BAPRIST CHURCH OF LUBBOCK, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of TEXAS BAPTIST CHILDREN'S HOME & FAMILY SERVICES, INC..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF HALE §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared PAUL ARMES, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of WAYLAND BAPTIST UNIVERSITY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of September, 2013.

CAROLYN ANDREWS
My Commission Expires
September 29, 2015

Carolyn Andrews
Notary Public in and for the State of Texas

My Commission Expires: 9-29-15

By:_____

Name:_____

Title: _____

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, 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 _____, 2013, 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 _____

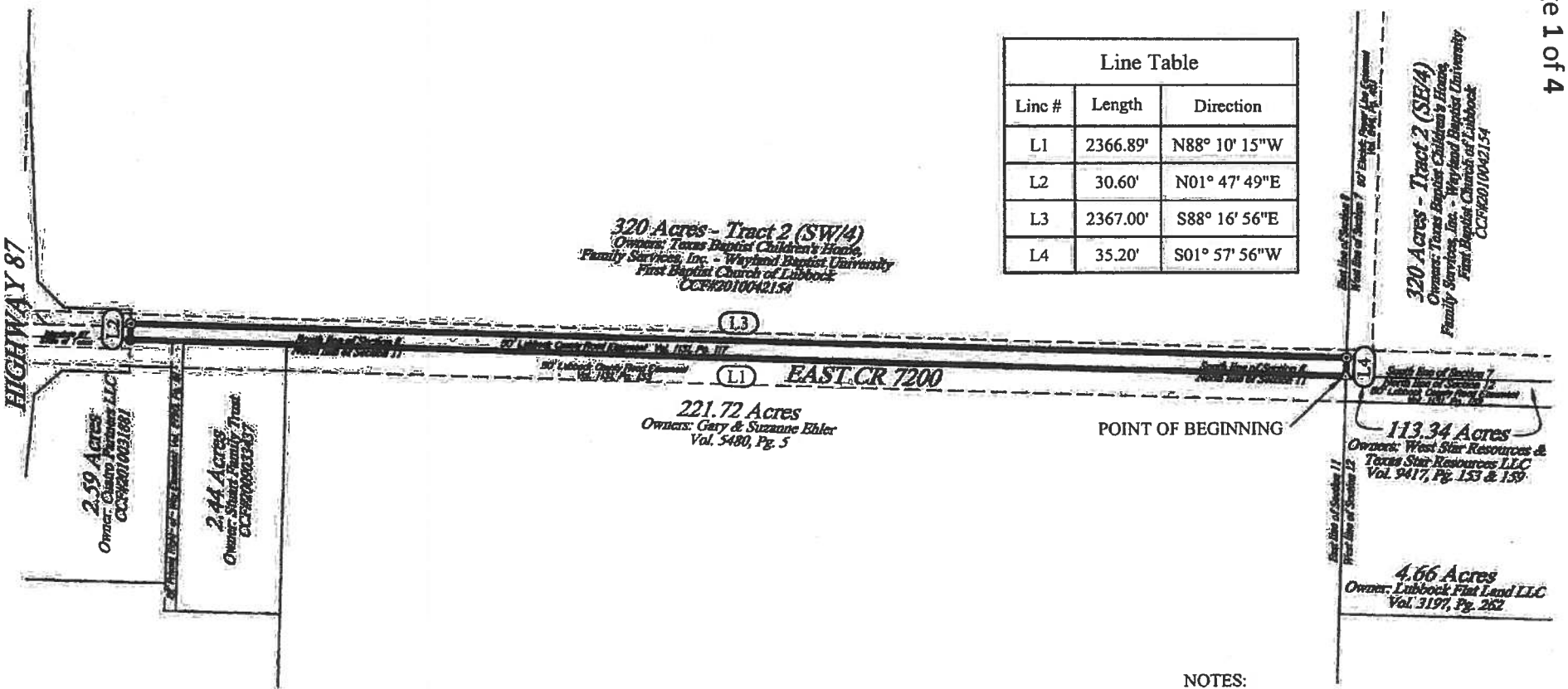
_____
Printed Name of Notary
My commission expires: _____

South Lubbock Sanitary Sewer Extension
Parcel No. 35
PERIMETER SURVEY OF A 1.788 ACRE TRACT LOCATED IN
SECTION 8, BLOCK E
LUBBOCK COUNTY, TEXAS

200

N

SCALE : 1"=300'



Line Table		
Line #	Length	Direction
L1	2366.89'	N88° 10' 15"W
L2	30.60'	N01° 47' 49"E
L3	2367.00'	S88° 16' 56"E
L4	35.20'	S01° 57' 56"W

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

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.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
△ - FOUND RAILROAD SPIKE
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 35
PERIMETER SURVEY OF A 1.788 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.788 acre parcel located in Section 8, Block E, Lubbock County, Texas, being a portion of a 320 acre tract described in County Clerk File Number 2010042154, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a Railroad spike found in the South line of said 320 acre tract and at the Northwest corner of a 113.24 acre tract described in Volume 9417, Page 153 & 159, Official Public Records, Lubbock County, Texas and at the Northeast corner of 221.72 acre tract described in Volume 5480, Page 5, Real Property Records, Lubbock County, Texas, also being the common corner of Sections 7, 8, 11 and 12, Block E, Lubbock County, Texas;

THENCE N. 88°10'15" W. along the North line of said 221.72 acre tract and the South lines of said 320 acre tract and a 50.00 foot road easement described in Volume 1131, Page 117, Deed Records, Lubbock County, Texas, at 2062.97 feet pass a 60D Nail found at the Northwest corner of a 2.44 acre tract described in County Clerk File Number 2009033437, Official Public Records, Lubbock County, Texas, continuing for a total distance of 2367.00 feet to a mag nail set in the East line of Highway 87 described in Volume 1118, Page 259, Deed Records, Lubbock County, Texas, for the Southwest corner of this tract;

THENCE N. 01°47'54" E. along the East line of said Highway 87, a distance of 30.60 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°10'15" E. a distance of 2367.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

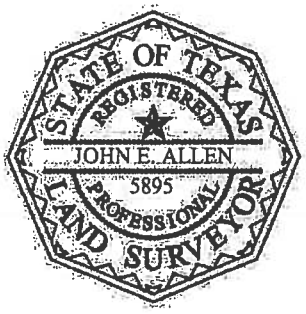
THENCE S. 01°57'56" W. a distance of 35.20 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



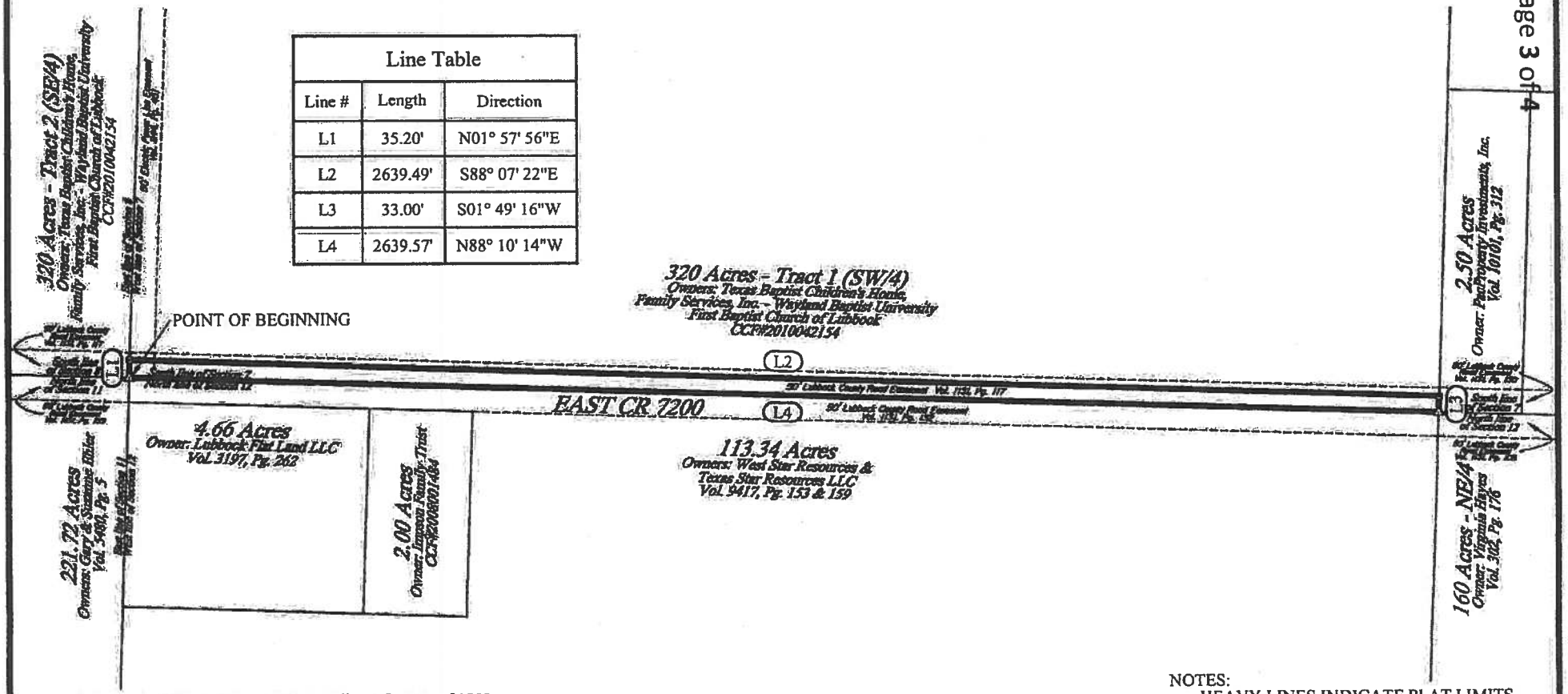
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5842
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 34
PERIMETER SURVEY OF A 2.066 ACRE TRACT LOCATED IN
SECTION 7, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=300'

Line Table		
Line #	Length	Direction
L1	35.20'	N01° 57' 56"E
L2	2639.49'	S88° 07' 22"E
L3	33.00'	S01° 49' 16"W
L4	2639.57'	N88° 10' 14"W



Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

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.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
△ - FOUND RAILROAD SPIKE
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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South Lubbock Sanitary Sewer Extension
Parcel No. 34
PERIMETER SURVEY OF A 2.066 ACRE TRACT LOCATED IN

SECTION 7, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 2.066 acre parcel located in Section 7, Block E, Lubbock County, Texas, being a portion of a 320 acre tract described in County Clerk File Number 2010042154, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a Railroad spike found in the South line of said 320 acre tract and at the Northwest corner of a 113.24 acre tract described in Volume 9417, Page 153 & 159, Official Public Records, Lubbock County, Texas and at the Northeast corner of 221.72 acre tract described in Volume 5480, Page 5, Real Property Records, Lubbock County, Texas, also being the common corner of Sections 7, 8, 11 and 12, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°57'56" E. along the common line of Sections 7 and 8, Block E, a distance of 35.20 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°10'14" E. a distance of 2639.49 feet to a 1/2" iron rod with cap set in the East line of said 320 acre tract and the West line of a 2.50 acre tract described in Volume 10101, Page 312, Official Public Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°49'16" W. along the common line of said 320 acre and 2.50 acre tracts, a distance of 33.00 feet to a Railroad Spike found at the Southwest corner of said 2.50 acre tract and the Northwest corner of a 160.00 acre tract described in Volume 302, Page 176, Deed Records, Lubbock County, Texas, and the Northeast corner of said 113.34 acre tract and the South line of said 320 acre tract, also being in the common line of Sections 7 and 12, Block E, Lubbock County, Texas;

THENCE N. 88°10'14" W. along said common Section line and the South line of said 320 acre tract and the North line of said 113.34 acre tract also being the South line of said 50 foot road easement a distance of 2639.57 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
October 31, 2013

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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Regular City Council Meeting **5. 15.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Dedication Deed in connection with the dedication of Milwaukee Avenue from Spur 327 north to Marsha Sharp Freeway.

Item Summary

This street dedication is to differentiate between the park and street right-of-way in McAlister Park. When Milwaukee Avenue was constructed from 34th Street to 82nd Street, the portion of the paving improvements within the park did not include a specific right-of-way dedication. This current dedication is necessary to delineate the location of the street right-of-way within the park. Parcels A, B, C, are associated with Milwaukee Avenue, and Parcel D is to provide public right-of-way for the frontage road associated with the bridge construction at Milwaukee Avenue and Marsha Sharp Freeway.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

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

Attachments

Resolution - Milwaukee Ave from Spur 327 to Marsha Sharp

RESOLUTION

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

THAT the City Council hereby authorizes the Mayor to execute a Street Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 35 and 36, Block AK, Lubbock, Lubbock County, Texas, and related documents. Said Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

vw:ccdocs/RES.SDD-Sec 36 Blk AK
September 18, 2013

STREET DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **the CITY OF LUBBOCK**, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tracts of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibits A, B, C, D.

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public street purposes.

WITNESS MY HAND this _____ day of _____, 2013.

_____

By: Glen C. Robertson, Mayor

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared _____, know to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said City of Lubbock

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

_____

Notary Public in and for the State of _____

My Commission Expires: _____

PERIMETER SURVEY OF A 3.104 ACRE TRACT IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A 3.104 ACRE TRACT OF LAND IN SECTIONS 35 AND 36, BLOCK AK, LUBBOCK COUNTY, TEXAS BEING A PORTION OF THOSE 73.066 ACRE AND 18.645 ACRE TRACTS DESCRIBED IN VOLUME 1927 PAGE 632 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT IN THE NORTH RIGHT OF WAY LINE OF SPUR 327 AND THE WEST LINE OF SAID SECTION 36 FROM WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS S 0°03'14" E A DISTANCE OF 1823.1 FEET;

THENCE S 89°55'05" W, ALONG SAID RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID 73.066 ACRE TRACT, A DISTANCE OF 6.14 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE SOUTHWEST CORNER OF SAID 73.066 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 18.645 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE S 89°54'38" W, ALONG SAID RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID 18.645 ACRE TRACT, A DISTANCE OF 78.84 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF N 44°55'42" E, AND A CHORD DISTANCE OF 42.41 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE N 0°03'14" W A DISTANCE OF 1058.79 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF N 63°05'57" W, AND A CHORD DISTANCE OF 53.48 FEET TO A 1/2" IRON ROD WITH CAP SET IN THE NORTH LINE OF SAID 18.645 ACRE TRACT AND THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 62-82 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 53°51'21" E, ALONG SAID NORTH AND SOUTH LINES, A DISTANCE OF 68.70 FEET TO A 1/2" IRON ROD FOUND FOR A CORNER OF THIS TRACT;

THENCE N 53°59'51" E, ALONG SAID NORTH AND SOUTH LINES, A DISTANCE OF 50.17 FEET TO A 5/8" IRON ROD WITH CAP FOUND AT THE NORTHWEST CORNER OF SAID 73.066 ACRE TRACT AND THE NORTHEAST CORNER OF SAID 18.645 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE N 53°52'00" E, ALONG THE NORTH LINE OF SAID 73.066 ACRE TRACT AND THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 62-82, AT A DISTANCE OF 8.10 FEET PASS A 1/2" IRON ROD WITH CAP SET IN THE WEST LINE OF SAID SECTION 36, IN ALL A DISTANCE OF 103.78 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTHWESTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF S 26°54'23" W, AND A CHORD DISTANCE OF 27.20 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

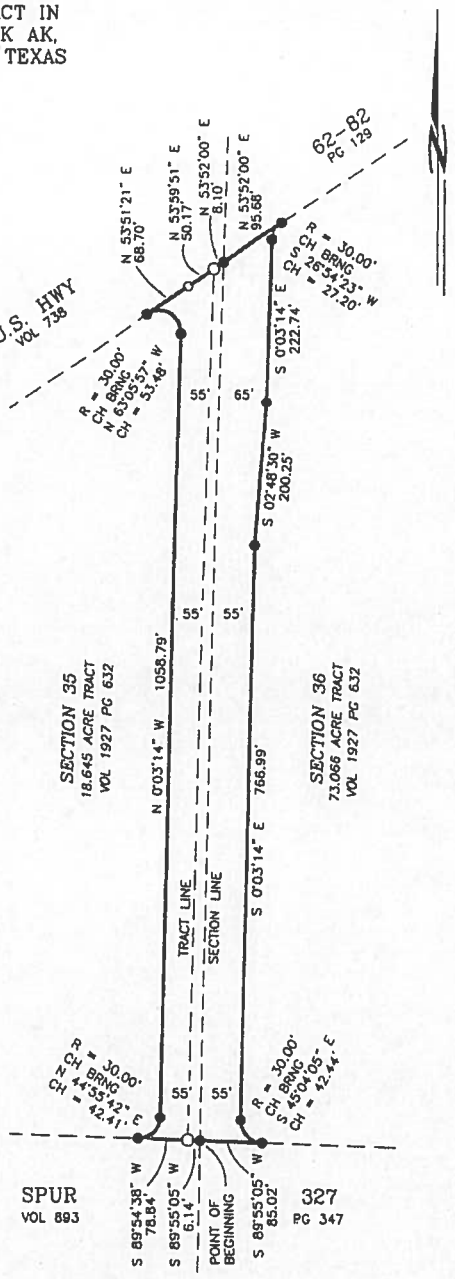
THENCE S 0°03'14" E A DISTANCE OF 222.74 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE S 2°48'30" W A DISTANCE OF 200.25 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE S 0°03'14" E A DISTANCE OF 766.99 FEET TO A 1/2" IRON ROD WITH CAP SET FOR A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF S 45°04'05" E, AND A CHORD DISTANCE OF 42.44 FEET TO A 1/2" IRON ROD WITH CAP SET IN THE SOUTH LINE OF SAID 73.066 ACRE TRACT AND THE NORTH LINE OF SAID SPUR 327 FOR A CORNER OF THIS TRACT;

THENCE S 89°55'05" W, ALONG SAID SOUTH AND NORTH LINES, A DISTANCE OF 85.02 FEET TO THE PLACE OF BEGINNING.



SURVEYORS REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.
VISIBLE EVIDENCE OF CONDITIONS AFFECTING THIS TRACT IS AS SHOWN ON THIS PLAT.
MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.
FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS RELATIVE TO GEODETIC NORTH AS DETERMINED BY GPS OBSERVATIONS.

LEGEND:

SCALE: 1" = 200'
HEAVY LINES INDICATE LIMITS OF SURVEY.
○ = FOUND 5/8" IRON ROD.
○ = FOUND 1/2" IRON ROD.
● = SET 1/2" IRON ROD WITH CAP.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CM = CONTROLLING MONUMENT.
THIS PLAT INVALID UNLESS IT BEARS SURVEYOR'S ORIGINAL SIGNATURE.

I, ROBERT L. SMITH, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

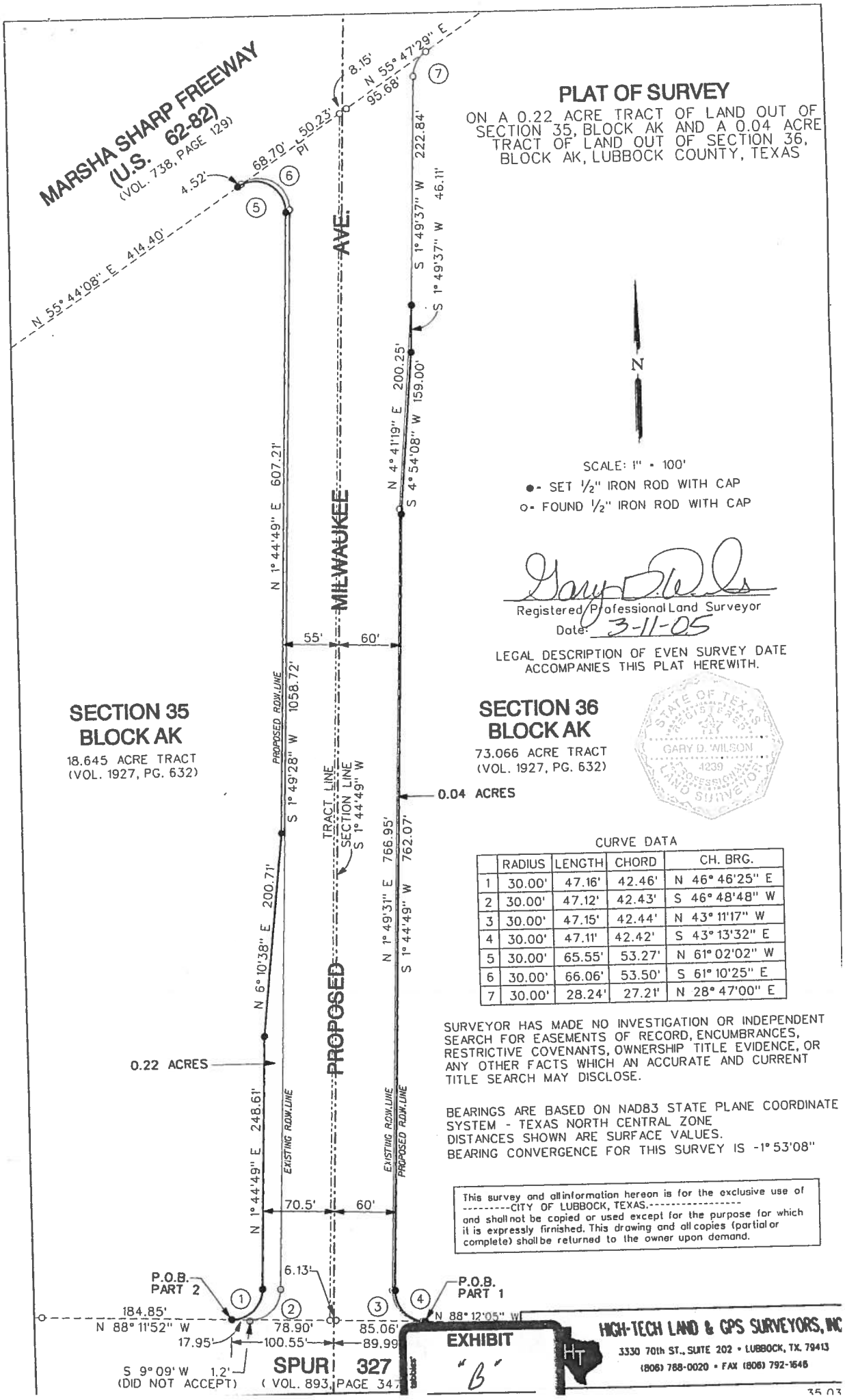
SURVEYED:
NOVEMBER 5, 2001

ROBERT L. SMITH
R.P.L.S. 3906

STATE OF TEXAS
REGISTERED
ROBERT L. SMITH
3906
PROFESSIONAL
LAND SURVEYOR

ROBERT L. SMITH SURVEYING
AVENUE T
OCK, TEXAS 79412
765-9543 REF: 010501
01-1007

EXHIBIT
"A"



PLAT OF SURVEY

ON A 0.22 ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK AK AND A 0.04 ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS

SCALE: 1" = 100'

● - SET 1/2" IRON ROD WITH CAP

○ - FOUND 1/2" IRON ROD WITH CAP

Gary D. Wilson

Registered Professional Land Surveyor

Date: 3-11-05

LEGAL DESCRIPTION OF EVEN SURVEY DATE ACCOMPANIES THIS PLAT HEREWITH.

STATE OF TEXAS REGISTERED GARY D. WILSON 4239 PROFESSIONAL LAND SURVEYOR

SECTION 35 BLOCK AK

18.645 ACRE TRACT
(VOL. 1927, PG. 632)

SECTION 36 BLOCK AK

73.066 ACRE TRACT
(VOL. 1927, PG. 632)

CURVE DATA

	RADIUS	LENGTH	CHORD	CH. BRG.
1	30.00'	47.16'	42.46'	N 46° 46'25" E
2	30.00'	47.12'	42.43'	S 46° 48'48" W
3	30.00'	47.15'	42.44'	N 43° 11'17" W
4	30.00'	47.11'	42.42'	S 43° 13'32" E
5	30.00'	65.55'	53.27'	N 61° 02'02" W
6	30.00'	66.06'	53.50'	S 61° 10'25" E
7	30.00'	28.24'	27.21'	N 28° 47'00" E

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

BEARINGS ARE BASED ON NAD83 STATE PLANE COORDINATE SYSTEM - TEXAS NORTH CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES.
BEARING CONVERGENCE FOR THIS SURVEY IS -1° 53'08"

This survey and all information hereon is for the exclusive use of ---------CITY OF LUBBOCK, TEXAS.---------- and shall not be copied or used except for the purpose for which it is expressly furnished. This drawing and all copies (partial or complete) shall be returned to the owner upon demand.

EXHIBIT "B"

HIGH-TECH LAND & GPS SURVEYORS, INC
3330 70th ST., SUITE 202 • LUBBOCK, TX. 79413
(806) 788-0020 • FAX (806) 792-1646

35.03

FIELD NOTES

PART 1 - 0.04 ACRE TRACT

BEING a 0.04 acre tract of land out of Section 36, Block AK, Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap marked RPSL 4239, set for the most Southerly corner of this 0.04 acre tract, whence the Southwest corner of said Section 36, Block AK, a found ½" iron rod, bears North 88°12'05" West, 89.99 feet and South 1°44'49" West, 1822.43 feet;

THENCE North 88°12'05" West, along the north right of way line of Spur 327 as recorded in Volume 893, Page 347 of the Deed Records of Lubbock County, Texas, a distance of 2.51 feet to a found ½" iron rod with cap set by RPLS 3906 for a corner of a 3.104 acre tract and being a corner of this 0.04 acre tract of land;

THENCE Northwesterly, along the arc of a curve to the right, an arc distance of 47. 15 feet to a found ½" iron rod with cap set by RPLS 3906, for a corner of a 3.104 acre tract and a corner of this 0.04 acre tract, said curve having a radius of 30.00 feet and a chord that bears North 43°11'17" West, 42.44 feet;

THENCE North 1°49'31" East, along the East line of said 3.104 acre tract, 766.95 feet to a found ½" iron rod with cap set by RPLS 3906, for a corner of a 3.104 acre tract and a corner of this 0.04 acre tract;

THENCE North 4°41'19" East, along the East line of said 3.104 acre tract, 200.25 feet to a ½" iron rod with cap marked RPLS 4239, set for the most Northerly corner of this 0.04 acre tract;

THENCE South 1°49'37" West, 46.11 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.04 acre tract;

THENCE South 4°54'08" West, 159.00 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.04 acre tract;

THENCE South 1°44'49" West, 762.07 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.04 acre tract and the beginning of a curve to the left;

THENCE Southeasterly, along the arc of a curve to the left, an arc distance of 47.11 feet to the point of beginning, said curve having a radius of 30.00 feet and a chord that bears South 43°13'32" East, 42.42 feet.

PART 2 - 0.22 ACRE TRACT

Being a 0.22 acre tract of land out of Section 35, Block AK, Lubbock County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap marked RPLS 4239, set on the North right of way line of Spur 327 as recorded in Volume 893, Page 347, for the most Southerly corner of this 0.22 acre tract and the beginning of a curve to the left, whence the Southeast corner of Section 35, Block AK, a found ½" iron rod, bears South 88°11'52" East, 100.55 feet and South 1°44'49" West, 1822.43 feet;

THENCE Northeasterly, along the arc of a curve to the left, an arc distance of 47.16 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.22 acre tract, said curve having a radius of 30.00 feet and a chord that bears North 46°46'25" East, 42.46 feet;

THENCE North 1°44'49" East, 248.61 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.22 acre tract;

THENCE North 6°10'38" East, 200.71 feet to a ½" iron rod with cap marked RPLS 4239, set for a corner of this 0.22 acre tract;

HIGH-TECH LAND AND GPS SURVEYORS, INC.
3330 70th St., Suite 202 • Lubbock, Texas 79413
(806) 788-0020 • Fax (806) 792-1646

EXHIBIT "C"

THENCE North 1°44'49" East, 607.21 feet to a ½" iron rod with cap marked RPLS 4239, set for the beginning of a curve to the left and a corner of this 0.22 acre tract;

THENCE Northwesterly, along the arc of a curve to the left, an arc distance of 65.55 feet to a ½" iron rod with cap marked RPLS 4239, set on the Southerly right of way line of the Marsha Sharp Freeway(U.S. 62-82) as recorded in

Volume 738, Page 129 of the Deed Records of Lubbock County, Texas, for a corner of this 0.22 acre tract, said curve having a radius of 30.00 feet and a chord that bears North 61°02'02" West, 53.27 feet;

THENCE North 55°44'08" East, along the Southerly right of way line of said Marsha Sharp Freeway, 4.52 feet to a found ½" iron rod with cap set by RPLS 3906, for a corner of a 3.104 acre tract, the most Northerly corner of this 0.22 acre tract and the beginning of a curve to the right;

THENCE Southeasterly, along the arc of a curve to the right, an arc distance of 66.06 feet to a found ½" iron rod with cap set by RPLS 3906, for a corner of said 3.104 acre tract and a corner of this 0.22 acre tract, said curve having a radius 30.00 feet and a chord that bears South 61°10'25" East, 53.50 feet;

THENCE South 1°49'28" West, along the West line of said 3.104 acre tract, 1058.72 feet to a found ½" iron rod with cap set by RPLS 3906, for a corner of said 3.104 acre tract, a corner of this 0.22 acre tract and the beginning of a curve to the right;

THENCE Southwesterly, along the arc of a curve to the right, an arc distance of 47.12 feet to a point on the North right of way line of Spur 327 as recorded in Volume 893, Page 347, for a corner of said 3.104 acre tract and a corner of this 0.22 acre tract(a found ½" iron rod with cap set by RPLS 3906 bears South 9°09' West, 1.2 feet) said curve having a radius of 30.00 feet and a chord that bears South 46°48'48" West, 42.43 feet;

THENCE North 88°11'52" West, along the North right of way line of said Spur 327, a distance of 17.95 feet to the point of beginning.

Notes:
RPLS = Registered Professional Land Surveyor
Plat of even survey date accompanies this legal description herein.
Bearings are based on NAD83, State Plane Coordinate System, Texas North Central Zone.
Distances shown are surface values.
Bearing convergence for this survey is -1°53'08"

Gary D. Wilson
Registered Professional Land Surveyor
Texas No. 4239

STATE OF TEXAS REGISTERED GARY D. WILSON 4239 PROFESSIONAL LAND SURVEYOR

Date: 3-11-05

BRENT'S FILES\BRENT'S DOCS\milw.doc 35,038

HIGH-TECH LAND AND GPS SURVEYORS, INC.
3330 70th St., Suite 202 • Lubbock, Texas 79413
(806) 788-0020 • Fax (806) 792-1646

Property Description for Tract 1 – Parts 1 and 2

Being 5.777 acres of land located in Section 35 and Section 36, Block AK, Lubbock County, Texas, comprised of 1.989 acres (Part 1) and 3.788 acres (Part 2), and being out of a 18.645 acre tract and a 73.066 acre tract as described in an instrument to the City of Lubbock recorded in Volume 1927, Page 632, Deed Records of Lubbock County, Texas, and being more particularly described by metes and bounds in two parts as follows:

Part 1

Being a 1.989 acre tract of land out of Section 36, Block AK, Lubbock County, Texas, and being out of that certain 73.066 acre tract of land described in an instrument to the City of Lubbock recorded in Volume 1927, Page 632, Deed Records of Lubbock County, Texas;

BEGINNING at a 5/8" iron rod with a 2" aluminum Texas Department of Transportation (TxDOT) cap set for the Northeast corner of this tract on the existing Southeasterly right of way line of U.S. 62/82 as recorded in Volume 738, Page 129 of the Deed Records of Lubbock County, Texas, and in the North line of said 73.066 acre tract as described in an instrument to the City of Lubbock in Volume 1927, Page 632, from which a ½" iron rod found for the Northeast corner of said 73.066 acre tract bears North 55° 44' 16" East, a distance of 860.40 feet;

(1) THENCE South 49° 17' 03" West, along the proposed right of way line of U.S. 62/82 and the proposed "Denial of Access Line" (see Note 4), a distance of 828.83 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point of this tract and the end of this "Denial of Access Line";

(2) THENCE South 51° 15' 42" West, along the proposed right of way line of U.S. 62/82, a distance of 465.46 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point of this tract;

(3) THENCE South 29° 40' 58" West, along the proposed right of way line of U.S. 62/82, a distance of 34.87 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set on the East right of way line of the Milwaukee Avenue 3.104 acre tract referred to in project amendment number 50-00303.1 between the Texas Parks and Wildlife and the City of Lubbock, dated July 24, 2003, the Southwest corner of this tract;

(4) THENCE North 01° 48' 32" East, along the East right of way line of said Milwaukee Avenue, a distance of 163.88 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point of this tract;

(5) THENCE Northeasterly, along the East right of way line of said Milwaukee Avenue, around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 53° 55' 28", and arc length of 28.24 feet, and a chord bearing and distance of North 28° 46' 02" East, 27.20 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set on the existing Southeasterly right of way line of U.S. 62/82 as recorded in Volume 738, Page 129 of said Deed Records, and in the North line of said 73.066 acre tract;

EXHIBIT "D"

(6) THENCE North 55° 44' 16" East, along the existing Southeasterly right of way line of said U.S. 62/82, recorded in Volume 738, Page 129 of said Deed Records and the North line of said 73.066 acre tract, a distance of 1198.21 feet to the Point of Beginning and containing 1.989 acres of land.

Part 2

Being a 3.788 acre tract of land out of Section 35, Block AK, Lubbock County, Texas, and being out of that certain 18.645 acre tract of land described in an instrument to the City of Lubbock recorded in Volume 1927, Page 632, Deed Records of Lubbock County, Texas;

BEGINNING at a 5/8" iron rod with a 2" aluminum Texas Department of Transportation (TxDOT) cap set for the Northeast corner of this tract on the existing Southeasterly right of way line of U.S. 62/82 as recorded in Volume 738, Page 129 of the Deed Records of Lubbock County, Texas, and in the North line of said 18.645 acre tract as described in an instrument to the City of Lubbock in Volume 1927, Page 632, and being on the West right of way line of the Milwaukee Avenue 3.104 acre tract referred to in project amendment number 50-00303.1 between the Texas Parks and Wildlife and the City of Lubbock, dated July 24, 2003, from which a ½" iron rod found for the Northeast corner of said 73.066 acre tract as described in an instrument to the City of Lubbock in Volume 1927, Page 632, bears North 55° 44' 16" East, a distance of 2281.37 feet;

(1) THENCE Southeasterly, along the West right of way line of said Milwaukee Avenue, around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 126° 26' 41", and arc length of 66.21 feet, and a chord bearing and distance of South 61° 13' 13" East, 53.57 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point;

(2) THENCE South 01° 49' 22" West, along the West right of way of said Milwaukee Avenue, a distance of 208.71 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for the Southeast corner of this tract;

(3) THENCE North 58° 47' 39" West, along the proposed right of way line of U.S. 62/82, a distance of 61.48 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point;

(4) THENCE South 51° 53' 35" West, along the proposed right of way line of U.S. 62/82, a distance of 440.29 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for an angle point;

(5) THENCE South 56° 53' 35" West, along the proposed right of way line of U.S. 62/82 and the proposed "Denial of Access Line" (see Note 4), a distance of 855.84 feet to a 5/8" iron rod with a 2" aluminum TxDOT cap set for a corner of this tract and the end of this "Denial of Access Line" , being in the West line of said 18.645 acre tract recorded in Volume 1927, Page 632 of said Deed Records and in the existing Southeasterly right of way line of U.S. 62/82 as recorded in Volume 695, Page 125 of said Deed Records;

(6) THENCE North 01° 47' 07" East, along the West line of said 18.645 acre tract and the existing Southeasterly right of way line of said U.S. 62/82, a distance of 8.02 feet to a ½" iron rod found for corner;

(7) **THENCE** Northeasterly, along the North line of said 18.645 acre tract and the existing Southeasterly right of way line of said U.S. 62/82, recorded in Volume 738, Page 129 of said Deed Records, around a curve to the right, said curve having a radius of 150.00 feet, a central angle of 20° 55' 50", an arc length of 54.80 feet, and a chord bearing and distance of North 36° 51' 23" East, 54.49 feet to a ½" iron rod found for an angle point;

(8) **THENCE** Northeasterly, along the North line of said 18.645 acre tract and the existing Southeasterly right of way line of said U.S. 62/82, around a curve to the right, said curve having a radius of 5623.65 feet, a central angle of 06° 40' 04", an arc length of 654.46 feet, and a chord bearing and distance of North 49° 15' 31" East, 654.09 feet to ½" iron rod found for an angle point;

(9) **THENCE** North 41° 27' 51" East, along the North line of said 18.645 acre tract and the existing Southeasterly right of way line of said U.S. 62/82, a distance of 303.46 feet to a ½" iron rod found for an angle point;

(10) **THENCE** North 55° 44' 16" East, along the North line of said 18.645 acre tract and the existing Southeasterly right of way line of said U.S. 62/82, at a distance of 414.34 feet pass a ½" iron rod with plastic cap, and continuing for a total distance of 418.86 feet to the Point of Beginning and containing 3.788 acres of land.

Access Clause
Access will not be permitted across the denial of access line.

NOTES:
1. Bearings are based on NAD83 State Plane Coordinate System, Texas North Central Zone.
2. Distances are surface values.
3. This property description is accompanied by a survey plat of even date.
4. Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.
5. Date of field survey: April 24, 2012.

I hereby certify that this survey was made on the ground under my direction and supervision.

Richard L. Hutton
Registered Professional Land Surveyor
No. 4155, State of Texas

11/04/2013
Date

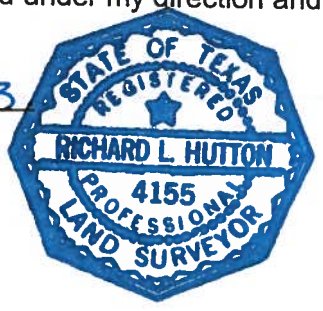
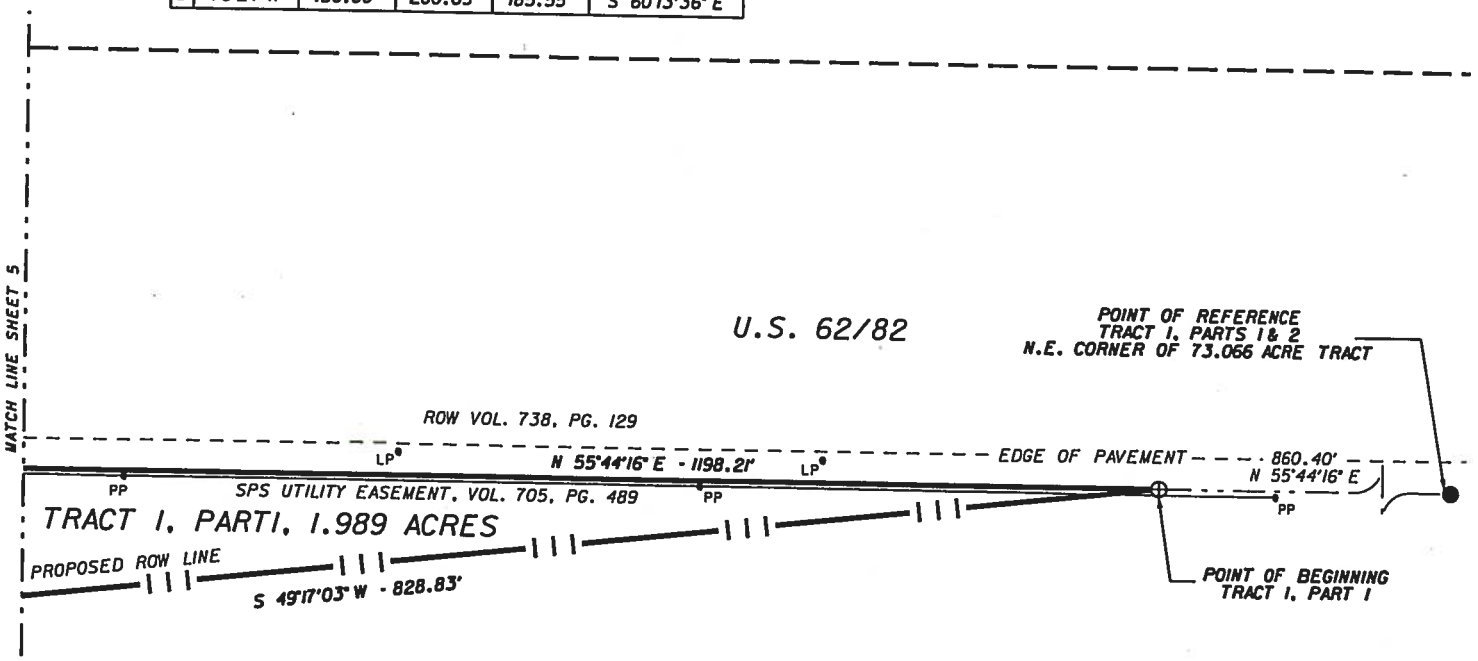


EXHIBIT "A"

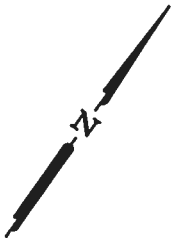
CURVE DATA

	DELTA	RADIUS	LENGTH	CHORD	CH. BRG.
1	20°55'50"	150.00'	54.80'	54.49'	N 36°51'23" E
2	06°40'04"	5623.65'	654.46'	654.09'	N 49°15'31" E
3	126°26'41"	30.00'	66.21'	53.57'	S 61°13'13" E
4	53°55'28"	30.00'	28.24'	27.20'	N 28°46'02" E
5	76°24'47"	150.00'	200.05'	185.55'	S 60°13'36" E



73.066 ACRE TRACT
VOL. 1927, PG. 632

SECTION 36
BLOCK AK



LEGEND

-|||-	DENIAL OF ACCESS ACCESS IS NOT PERMITTED ACROSS THIS LINE
●	FOUND ½" IRON ROD
⊙	FOUND ½" IRON ROD W/CAP
⊕	SET ⅝" IRON ROD WITH TXDOT 2" ALUMINUM CAP
———	POWER LINES
- - -	EXISTING ROW LINE
▬▬	PROPOSED ROW LINE
PP	POWER POLE
LP	LIGHT POLE
TS	TRAFFIC SIGNAL
WV	WATER VALVE
GV	GAS VENT

NOTES:

1. BEARINGS ARE BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE.
2. DISTANCES ARE SURFACE VALUES.
3. THIS SURVEY PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS NOT PERMITTED ACROSS THE ACCESS LINE.
5. DATE OF FIELD SURVEY: APRIL 24, 2012.

STATE OF TEXAS
REGISTERED
RICHARD L. HUTTON
4155
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Richard L. Hutton 11/04/2013

RICHARD L. HUTTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4155 STATE OF TEXAS

©2010 Texas Department of Transportation

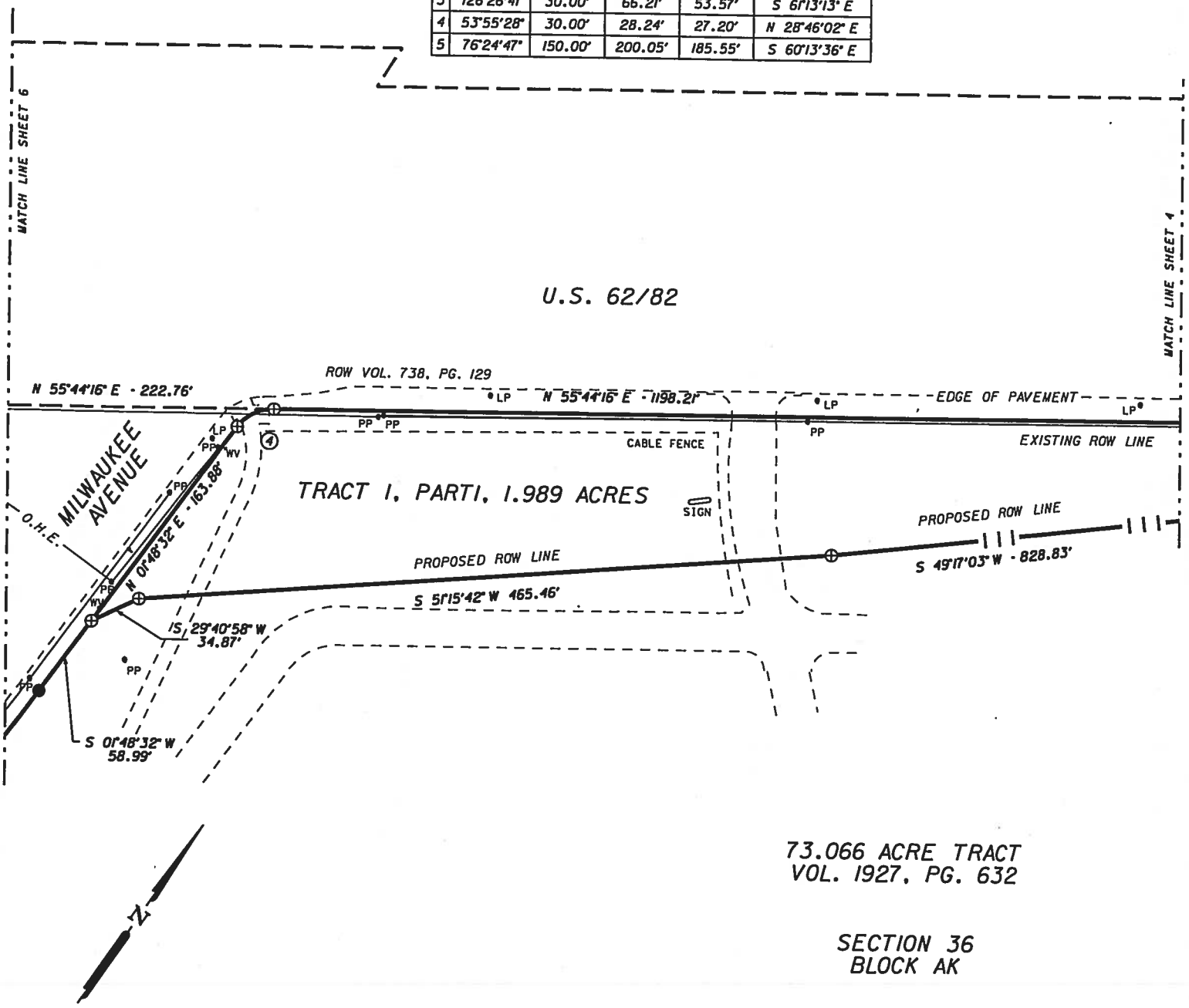
TRACT1 PARTS 1&2

PART 1 - 1.989 ACRES
PART 2 - 3.788 ACRES
U.S. 62/82
LUBBOCK COUNTY, TEXAS
SCALE: 1" = 100'

EXHIBIT "A"

CURVE DATA

	DELTA	RADIUS	LENGTH	CHORD	CH. BRG.
1	20°55'50"	150.00'	54.80'	54.49'	N 36°51'23" E
2	06°40'04"	5623.65'	654.46'	654.09'	N 49°15'31" E
3	126°26'41"	30.00'	66.21'	53.57'	S 61°13'13" E
4	53°55'28"	30.00'	28.24'	27.20'	N 28°46'02" E
5	76°24'47"	150.00'	200.05'	185.55'	S 60°13'36" E



LEGEND

- DENIAL OF ACCESS — ACCESS IS NOT PERMITTED ACROSS THIS LINE
- ● FOUND ½" IRON ROD
- ⊙ FOUND ½" IRON ROD W/CAP
- ⊕ SET ⅝" IRON ROD WITH TXDOT 2" ALUMINUM CAP
- —— POWER LINES
- - - EXISTING ROW LINE
- ▬▬ PROPOSED ROW LINE
- PP POWER POLE
- LP LIGHT POLE
- TS TRAFFIC SIGNAL
- WV WATER VALVE
- GV GAS VENT

NOTES:

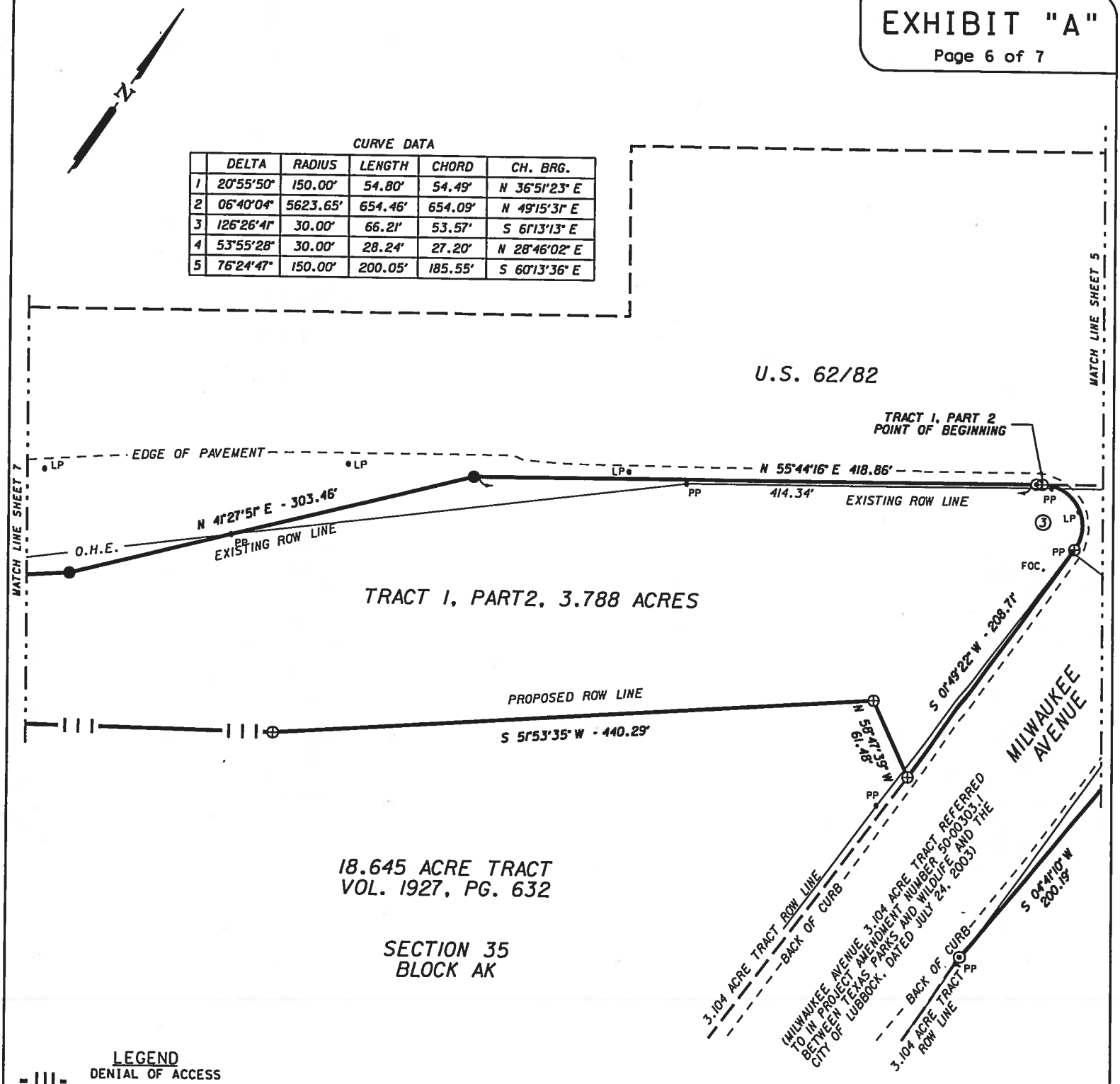
1. BEARINGS ARE BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE.
2. DISTANCES ARE SURFACE VALUES.
3. THIS SURVEY PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. ACCESS IS NOT PERMITTED ACROSS THE ACCESS LINE.
5. DATE OF FIELD SURVEY: APRIL 24, 2012.

©2010 Texas Department of Transportation

TRACT1 PARTS 1&2

PART 1 - 1.989 ACRES
PART 2 - 3.788 ACRES
U.S. 62/82
LUBBOCK COUNTY, TEXAS
SCALE: 1" = 100'

EXHIBIT "A"



LEGEND

-|||-	DENIAL OF ACCESS ACCESS IS NOT PERMITTED ACROSS THIS LINE
●	FOUND ½" IRON ROD
⊙	FOUND ½" IRON ROD W/CAP
⊕	SET ⅝" IRON ROD WITH TXDOT 2" ALUMINUM CAP
——	POWER LINES
- —	EXISTING ROW LINE
▬▬	PROPOSED ROW LINE
PP	POWER POLE
LP	LIGHT POLE
TS	TRAFFIC SIGNAL
WV	WATER VALVE
GV	GAS VENT

NOTES:

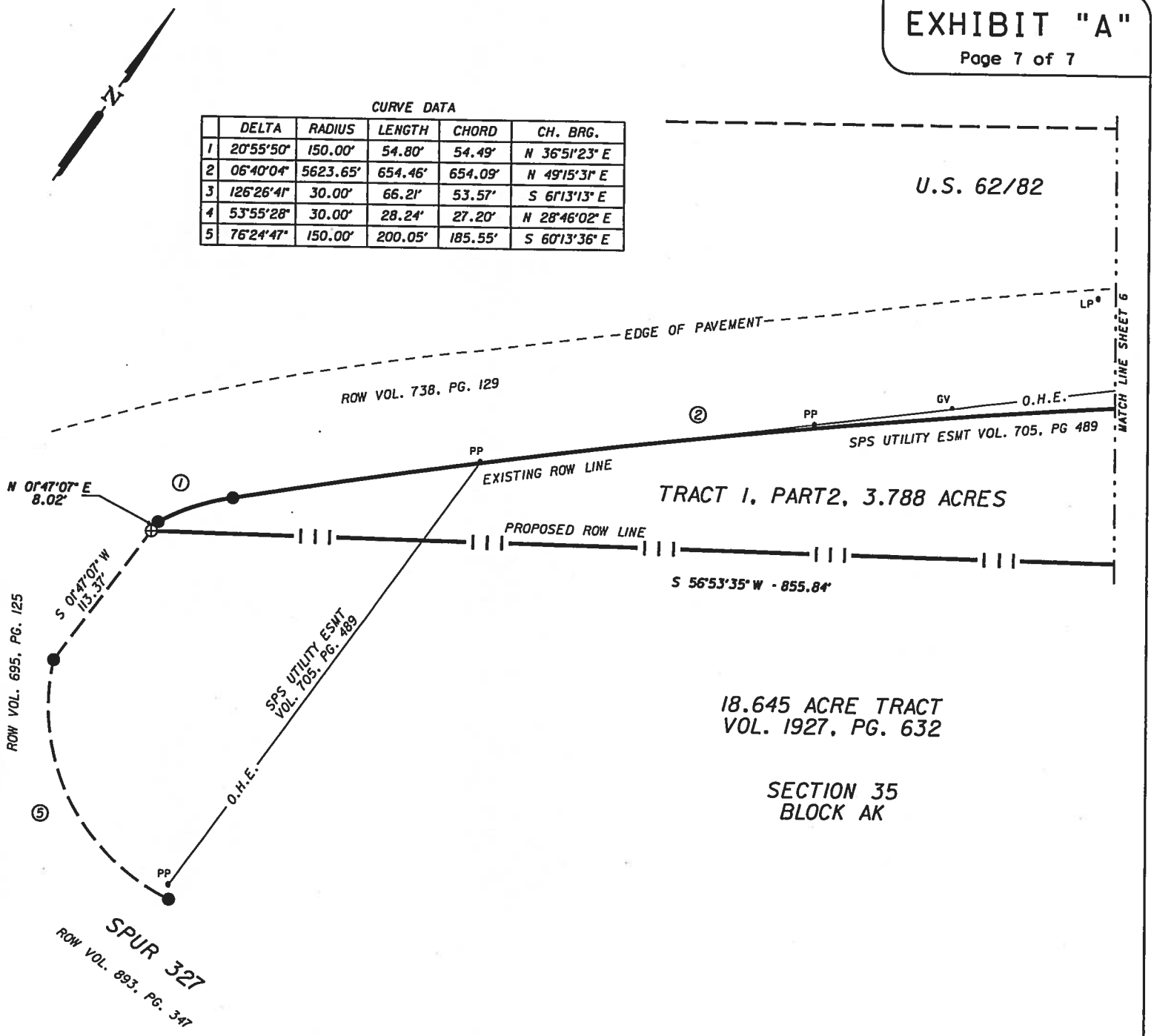
1. BEARINGS ARE BASED ON NAD83 STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE.
2. DISTANCES ARE SURFACE VALUES.
3. THIS SURVEY PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
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5. DATE OF FIELD SURVEY: APRIL 24, 2012.

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TRACT1 PARTS 1&2

PART 1 - 1.989 ACRES
PART 2 - 3.788 ACRES
U.S. 62/82
LUBBOCK COUNTY, TEXAS
SCALE: 1" = 100'

EXHIBIT "A"



CURVE DATA

	DELTA	RADIUS	LENGTH	CHORD	CH. BRG.
1	20°55'50"	150.00'	54.80'	54.49'	N 36°51'23" E
2	06°40'04"	5623.65'	654.46'	654.09'	N 49°15'31" E
3	126°26'41"	30.00'	66.21'	53.57'	S 61°13'13" E
4	53°55'28"	30.00'	28.24'	27.20'	N 28°46'02" E
5	76°24'47"	150.00'	200.05'	185.55'	S 60°13'36" E

LEGEND

-|||-	DENIAL OF ACCESS ACCESS IS NOT PERMITTED ACROSS THIS LINE
●	FOUND ½" IRON ROD
⊙	FOUND ½" IRON ROD W/CAP
⊕	SET ⅝" IRON ROD WITH TXDOT 2" ALUMINUM CAP
——	POWER LINES
- —	EXISTING ROW LINE
▬▬	PROPOSED ROW LINE
PP	POWER POLE
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NOTES:

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4. ACCESS IS NOT PERMITTED ACROSS THE ACCESS LINE.
5. DATE OF FIELD SURVEY: APRIL 24, 2012.

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TRACT1 PARTS 1&2

PART 1 - 1.989 ACRES
PART 2 - 3.788 ACRES
U.S. 62/82
LUBBOCK COUNTY, TEXAS
SCALE: 1" = 100'

Regular City Council Meeting **5. 16.**

Meeting Date: 12/19/2013

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: An ordinance abandoning and closing a 30-foot temporary garbage service easement and underground utility easement located in Section 27, Block, AK Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a 30-foot temporary garbage service easement and underground utility easement located in Section 27, Block, AK Lubbock County, Texas. The easement is no longer needed due to the development of new lots.

Water Utilities Engineering Department is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - Temporary Garbage Service

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 30-FOOT TEMPORARY GARBAGE SERVICE AND UNDERGROUND UTILITY EASEMENT, LOCATED IN BLOCK AK, SECTION 27, 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 purposes and for public use, such easement being more particularly described in 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 _____, 2013.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

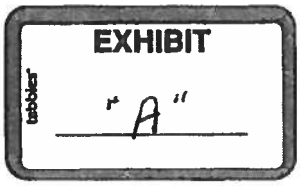
APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Block E-2, UU & Public Access Easement.ord
12.4.13



A TEMPORARY GARBAGE SERVICE AND UNDERGROUND UTILITY EASEMENT, 30.0 FEET WIDTH, LOCATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS AND BEI SITUATED IN THAT CERTAIN 180.414 ACRE TRACT OF LAND DESCRIBED AND RECORDED VOLUME 8367, PAGE 338 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, S. EASEMENT CONTAINS 0.2176 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" SET AT THE MO WESTERLY SOUTHWEST CORNER OF THE PLAT LIMITS OF QUINCY PARK, A (PROPOS ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS FOR THE SOUTHE/ CORNER OF THIS EASEMENT, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RI 4339" FOUND AT THE SOUTHWEST CORNER OF SECTION 27 BEARS S. 01° 58' 32" W. A DISTAN OF 1079.03 FEET AND N. 88° 00' 08" W. A DISTANCE OF 1061.32 FEET;

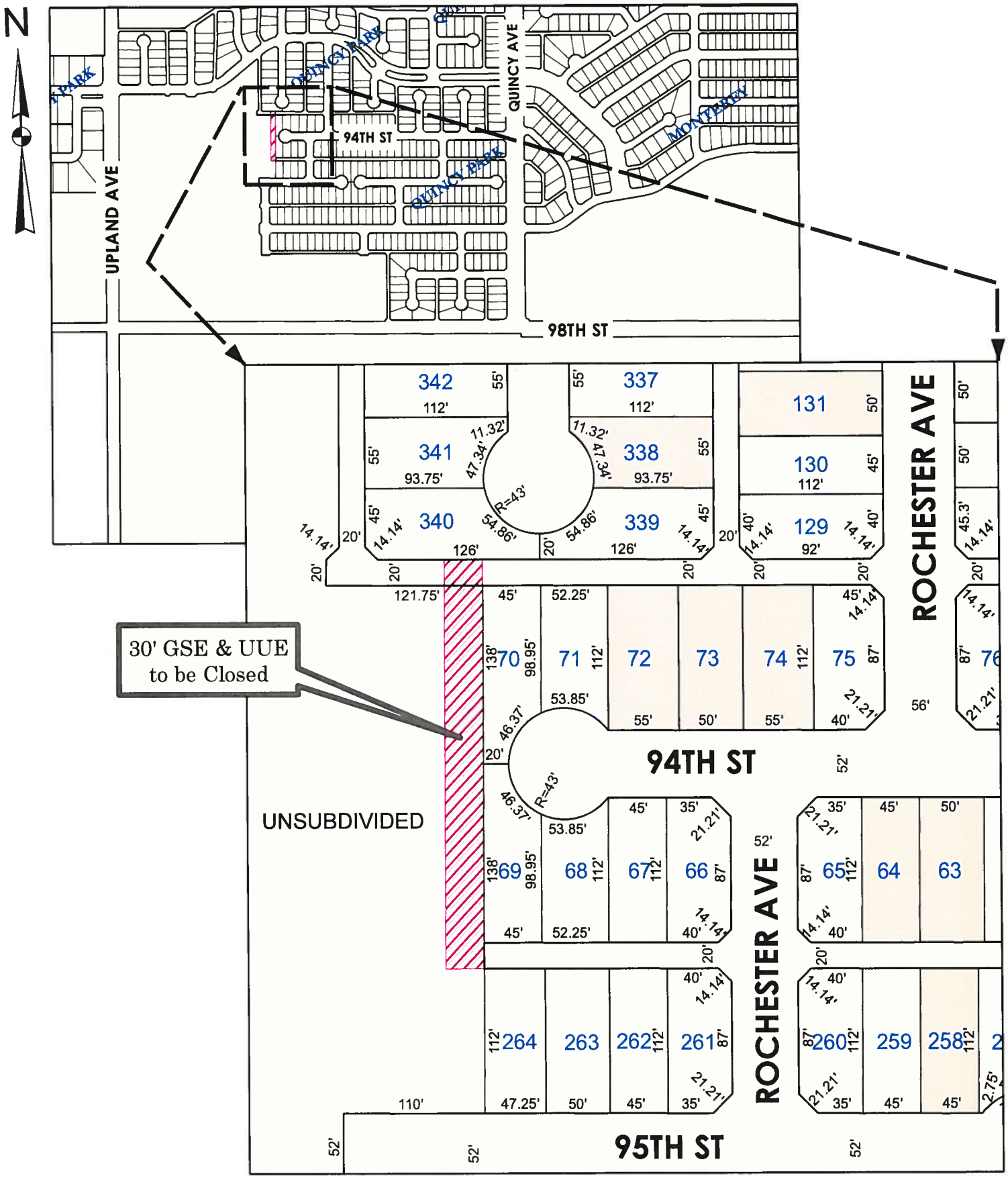
THENCE N. 88° 01' 28" W. A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF T EASEMENT;

THENCE N. 01° 58' 32" E. A DISTANCE OF 316.00 FEET TO THE NORTHWEST CORNER OF T EASEMENT;

THENCE S. 88° 01' 28" E. A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD WITH A CAP MARK "STEVENS RPLS 4339" SET AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PI LIMITS FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE S. 01° 58' 32" W. A DISTANCE OF 316.00 FEET TO THE POINT OF BEGINNING. BEARI ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NA (CORS96), MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, MONUMENTED ON THE GROUND. CONVERGENCE ANGLE = -01° 53' 40" (TO GEODE BEARINGS).

Proposed Closing of a 30' wide Temporary Garbage Service and Underground Utility Easement
Located Adjacent to Lots 69 & 70, Quincy Park Addition,
and Described in CCFN 2009007661



As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Regular City Council Meeting **5. 17.**

Meeting Date: 12/19/2013

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: An ordinance abandoning and closing underground utility easements and public access easement located in Section 23, Block E-2 Lubbock County, Texas.

Item Summary

This ordinance abandons and closes an underground utility easement and a public access easement located in Section 23, Block E-2 Lubbock County, Texas. The easement is no longer needed due to development in this area.

All Utility Companies and Public Works Engineering are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Closing Underground Utility

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN UNDERGROUND UTILITY AND PUBLIC ACCESS EASEMENT, LOCATED IN BLOCK E-2, SECTION 23, 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 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 _____, 2013.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

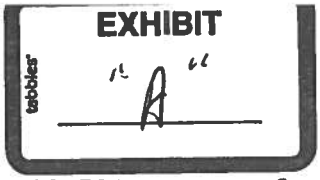
APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Block E-2, UU & Public Access Easement.ord
11.12.13



METES & BOUNDS DESCRIPTION of an 18,704 square feet tract situated in Section 23, Block E-2, Lubbock County, Texas, being the same tract of land as described in County Clerks File Number 2010037939, Official Public Records of Lubbock County, Texas, (OPRLCT) being further described as follows:

BEGINNING at a 1/2" iron rod with cap inscribed "H R & ASSOC" (herein after referred to as a Hugo cap) found at the most Southerly corner of Vintage Township, Lots 185 - 277, as recorded in County Clerks File Number 2010037938.

THENCE S. 01° 47' 20" W., a distance of 57.81 feet to a corner of this tract.

THENCE S. 43° 12' 40" E., a distance of 14.14 feet to a corner of this tract.

THENCE S. 88° 12' 40" E., a distance of 134.67 feet to a corner of this tract.

THENCE N. 46° 47' 20" E., a distance of 21.21 feet to a corner of this tract.

THENCE N. 01° 47' 20" E., a distance of 5.11 feet to a point of curvature.

THENCE Northwesterly, along a curve to the left, said curve having a radius of 127.00 feet, a chord distance of 94.05 feet, a chord bearing of N. 19° 56' 36" W., and an arc length of 96.34 feet to a point of tangency

THENCE N. 41° 40' 33" W., a distance of 66.40 feet to a corner of this tract.

THENCE N. 47° 16' 08" E., a distance of 47.01 feet to a Hugo cap found for a corner of this tract.

THENCE S. 41° 40' 33" E., a distance of 67.26 feet to a point of curvature.

THENCE Southeasterly, along a curve to the right, said curve having a radius of 174.00 feet, a chord distance of 128.85 feet, a chord bearing of S. 19° 56' 43" E., and an arc length of 132.00 feet to a point of tangency.

THENCE S. 01° 47' 20" W., a distance of 52.11 feet to the North boundary of a 40 foot road easement as described in Volume 1529, Page 785, Deed Records of Lubbock County, Texas, for a corner of this tract.

THENCE N. 88° 12′ 40″ W., along said North boundary, a distance of 236.67 to a corner of this tract.

THENCE N. 01° 47′ 20″ E., a distance of 32.00 feet to a corner of this tract.

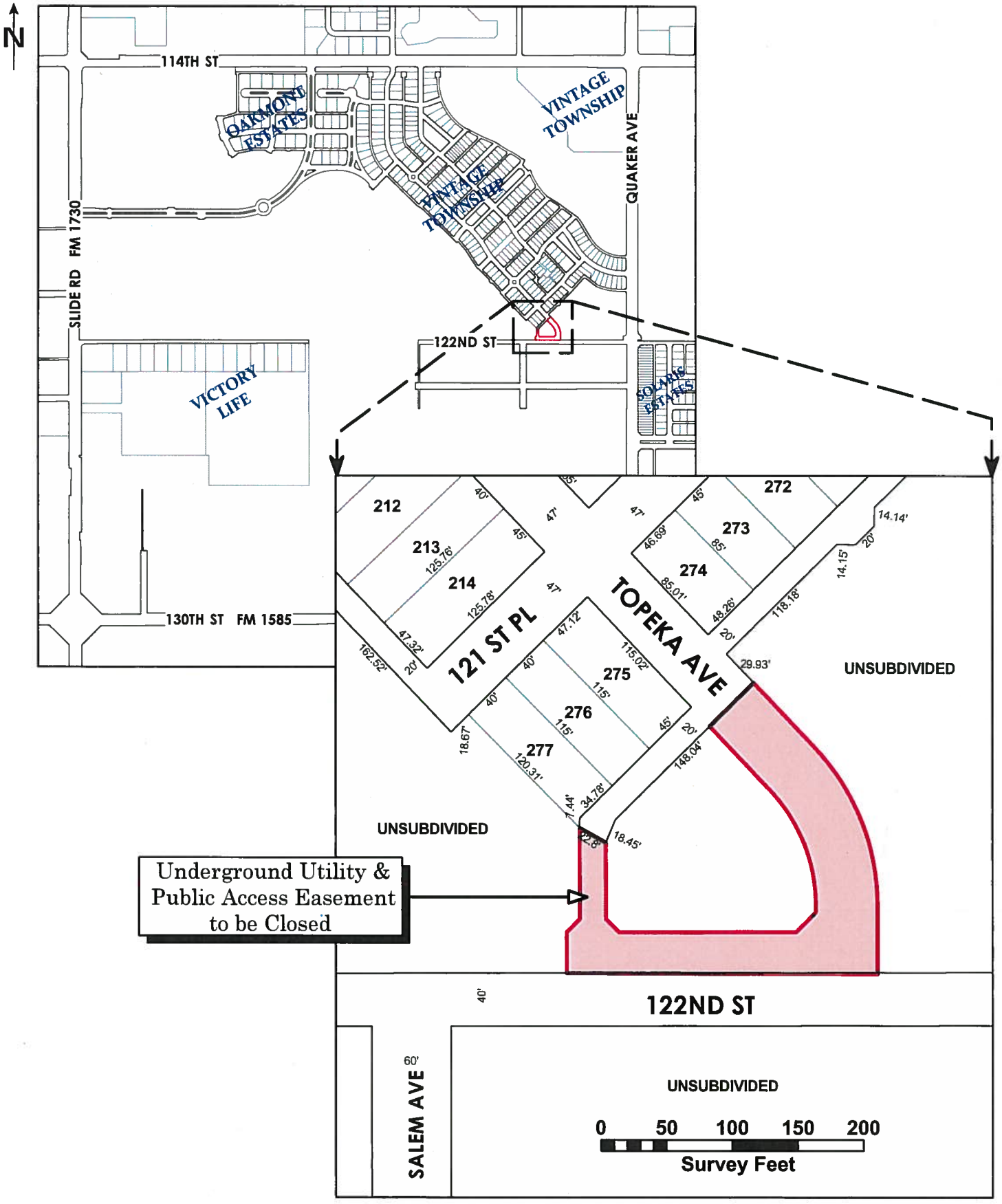
THENCE N. 46° 47′ 20″ E., a distance of 14.14 feet to a corner of this tract.

THENCE N. 01° 47′ 20″ E., a distance of 68.76 feet to a corner of this tract.

THENCE S. 59° 31′ 45″ E., a distance of 22.80 feet to the place of BEGINNING and containing 18,704 square feet of land.

Bearings based on record bearings County Clerks File # 2010037939, OPRLCT.

Proposed Closing of an Underground Utility and Public Access Easement Located Between 122nd Street and the Alley South of Lots 275-277, Vintage Township Addition, as Dedicated in CCFN 2010037939



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: 12/19/2013

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11382 with Pruitt Building Services, Inc. for custodial services, RFP 13-11382-TL.

Item Summary

The contract will provide cleaning services for 48 City facilities at various locations. Labor, equipment, cleaning, and paper supplies are included in this contract.

An evaluation committee reviewed the proposals based on the following criteria: 30% Substantial successful experience in competing similar projects; 30% Demonstrated knowledge and understanding of the project; 15% Data provided on methods and operational procedures used in the daily operations of the contract; 15% References of performance based on previous work with the City and/or other clients; 10% Cost.

Seven proposals were received and are ranked as follows:

Company	Points	Amount
Pruitt Building Services, Inc. of Fort Worth, TX	1455	$811,440
AHI Facility Services, Inc. of Dallas, TX	1440	899,682
Member's Building Maintenance, LLC of Dallas, TX	1155	890,069
Aceway, Inc. of Houston, TX	1155	967,721
Kleen-Tech Services Corporation of Denver, CO	935	909,460
ABM Janitorial Services - South Central, Inc. of Lubbock, TX	895	917,287
Peoples Professional Cleaning Services, Inc. of Canyon, TX	515	985,944

The committee recommends the contract be awarded to Pruitt Building Services, Inc. of Fort Worth, TX for an annual cost of $811,440. The contract will be for one year with four additional one year terms.

The contract is awarded by a monthly contract rate. Additional rates for extra services such as emergency cleaning, special setups, and garage sweeping are included in the contract on an as needed basis.

Fiscal Impact

The contract will cost $811,440 per year.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager, Chief Information Officer

Attachments

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. 11382 for custodial services, by and between the City of Lubbock and Pruitt Building Services, Inc., of Fort Worth, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Pruitt Building Services
November 22, 2013

City of Lubbock, TX
Custodial Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **19th** day of **December, 2013**, ("Effective Date") by and between **Pruitt Building Services, Inc.,** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 13-11382-TL, Custodial Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide custodial services, 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 – Price Sheet
4. Exhibit C – Insurance

Scope of Work

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

Article 1 Services

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

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

1.3 Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the

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

Article 2 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Ronald Pruitt
Printed Name

Vice President
Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

Assistant City Attorney

City of Lubbock, TX
RFP 13-11382-TL, Custodial Services
General Requirements

1. SCOPE

To furnish custodial services at various Owner Facilities.

2. CONTRACT TERM

The term of this Contract commences on the Effective Date and continues without interruption until September 30, 2014 unless termination occurs as otherwise provided in this Contract. This Contract may be renewed by mutual consent of both parties for up to four additional one year periods. Each renewal period shall be under the same monthly prices, terms, and conditions as the original contract, unless otherwise negotiated by the Owner and the Contractor.

In the event that there is a federal minimum wage increase, this contract may be adjusted to reflect this increase. The adjustment may include the amount of the hourly wage increase reflected by actual labor hours worked by Contractor employees. It may also include corresponding direct benefit increases due to the wage increase including FICA, Worker's Compensation, and general liability insurance subject to written verification of payroll audit increases from the Contractor's insurance carrier.

3. PRICING

Pricing shall include all costs for labor, materials, supervision and overhead. Contractor shall submit prices on Exhibit A attached hereto and made a part of the specifications. The Owner shall provide the Contractor with any and all revisions to the specifications for each successive contract period (October 1 through September 30) no later than February 1st of each year. No later than March 1 during each contract period.

4. CALENDAR OF TASKS

Within fifteen (15) days of award of contract, the Contractor shall provide a work schedule for each facility listing tasks to be performed daily. The Contractor shall provide the owner with three-month Calendars of Tasks scheduled to be performed weekly, monthly, quarterly, and annually. Individual Calendars of Tasks for each facility shall show the dates on which all scheduled tasks are to be performed. These calendars shall be provided to the Facilities Management Department within fifteen (15) days of the Contract start date, and every three months thereafter.

5. TERMINATION

5.1 Termination for Default: When, in the opinion of the Owner, the Contractor has not performed or has unsatisfactorily performed the contract, the Owner may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Owner. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the Owner in procuring and completing the work.

5.2 The Owner shall have the right to cancel any facility listed in the contract in full at any time with a thirty- (30) day written notice.

6. CONFIDENTIALITY AND EMPLOYEE IDENTIFICATION

6.1 General. Contractor, its employees and agents 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.

6.2 Nondisclosure Statement. Contractor shall have all its employees or agents execute a Nondisclosure Statement that is adequate to protect the City's proprietary and confidential information. A current Nondisclosure Statement shall be on file for each employee or agent of Contractor and a copy provided to the City. This must be updated as personnel changes occur and audited Bi-annually.

6.3 Identification - The Contractor shall give to the Facilities Maintenance Supervisor a complete list of all employees who will be employed at each of the Owner's facilities, within five (5) days of the award of this contract. Should any additions occur to the Contractor's employee list, the Contractor shall notify the Facilities Maintenance Supervisor in writing by fax prior to the new employee arriving at the site. Contractor shall notify the Facilities Maintenance Supervisor of any deletions to the list of employees weekly. This must be updated as personnel changes occur and audited Bi-annually.

6.4 The Contractor shall outfit each employee with a common identifiable uniform that is kept in a professional manner and an identification badge with name and picture within ten (10) days of the award of contract. It is the Contractor's responsibility to photograph and badge all employees. Newly added staff shall have permanent badges within Five (5) days of assignment to Owner facilities. Contractor warrants and covenants that the security of badges shall be maintained at all times.

6.5 If Contractor employees are terminated from employment for any reason, it is the responsibility of the Contractor to have any and all used badges returned by the employee. The failure of Contractor to immediately obtain a badge from Contractor's employee or agent shall result in Contractor replacing all its employees' or agents' badges as soon as possible. The Contractor will pay the replacement cost for these new badges.

7. LOST AND FOUND ARTICLES

7.1 The Contractor shall instruct employees that all articles of personal or monetary value found in or around the premises shall be promptly turned in to the Facilities Management Department. The property must be tagged with the room number or location where the property was found.

8. UTILITIES AND SUPPLIES FURNISHED BY THE OWNER

8.1 The Owner shall furnish electric light and power at facility sites to provide power for cleaning equipment to be used in the performance of this contract.

8.2 The Contractor shall conserve electric energy at all times. For example, in a multi-story office building, the Contractor shall illuminate only those wings, suites, or floors actually occupied by personnel engaged in custodial service activity. Contractor shall designate one staff position required to be trained by Facilities Management staff in the operation of energy saving light switches that the Owner may have installed. That Contractor staff person shall be responsible for training contractor's personnel in the operation of energy saving light switches. When Contractor completes work in a suite of offices, they shall turn the lights off upon leaving.

8.3 The Owner shall provide the Contractor with water. The Contractor shall adhere to accepted sanitary practices governing the disposal of wastewater of every kind.

8.4 When necessary to accomplish contract tasks, the Contractor shall notify the Owner of the locations of defective lamps or other problems encountered; however, the Contractor is not required to replace incandescent lamps, tubular fluorescent lamps, or lamp ballasts or make repairs. Other problems shall include but not limited to, anything that will prevent a building from being opened or staff safety issues such as water leaks, falling ceiling tiles, broken windows, etc. If the custodial crew locates any appliance that should be turned contact the Facilities rep via email or at 775-2201 in an emergency.

8.5 The Contractor shall furnish all liquid soap, paper products, trash or sanitary napkin receptacle liners, and women's sanitary products for installation in restroom dispensers. The Contractor shall be responsible for collection of money from sanitary napkin dispensers. In case of malfunction of the machines, the Contractor will be responsible for reimbursement of coins lost in the machines. The Contractor is also responsible for maintenance, repair and replacement of sanitary napkin dispensers. Owner's employees will be instructed to exercise care in the operation and treatment of these dispensers.

8.6 Contractor's employees shall use local public telephones in Municipal Building entry way. In the event no pay phone or local public phone is available, Owner's phones may be used for emergencies only.

8.7 While performing custodial duties, if any of the contractors staff notice any type of space heaters, coffee makers, candles, warming plates, etc that has been left on, they should notify the Facilities Maintenance Supervisor immediately with building and location information. After contacting the Facilities Maintenance Supervisor a decision will be made to either dispatch Owners staff and/or if possible have the contractor's staff turn off the appliance or equipment.

9. BUILDING SECURITY

9.1 Keys for applicable buildings will be furnished to the Contractor for access at time of assignment. The Contractor shall be responsible for safe keeping of all keys in their custody.

9.2 Any lost keys shall be reported immediately to Facilities Management. The Contractor will be charged for the replacement of any lost key(s). If the security of an area where a key is lost necessitates replacement of lock cylinders, locks or any other hardware, the Contractor shall pay the cost of such replacement and re-keying.

9.3 If any keys issued to the Contractor during the term of the contract are not returned on the expiration date of the contract, replacement keys, or hardware replacement as described in Paragraph 9.2 above shall be deducted from the final payment to the Contractor.

9.4 Where a facility to be serviced is equipped with an intrusion alarm, the Contractor shall be responsible for disarming the alarm when their employees enter the building, and for arming the alarm when they leave. Contractor shall designate one staff position required to be trained by Facilities Management staff or appointed staff member in the correct operation for each facility's alarm system, where applicable. It shall be the responsibility of the Contractor to instruct any temporary or replacement employees in the complete operation of arming and disarming alarm system.

9.5 Contractor shall be responsible for adherence to building security, including locking of all required interior and exterior doors, after final completion of work and/or when the cleaning staff temporarily leaves the building to empty trash. Additionally, they shall be responsible for security while they are the sole occupants of the building. This includes interior areas of the Health Department required to be secured,. Refer to (19.2.10) In the event that the Owner is negligent in properly securing property, the Contractor cannot be held liable.

10. PERSONNEL

10.1 Contract Manager—The Contractor shall give the Facilities Maintenance Supervisor the name of the individual who shall be responsible for the overall management and coordination of the contract and who shall act as the central point of contract for the Owner. The contract manager must have a minimum of 3 years experience in the custodial industry and have a working knowledge of the techniques and materials used.

10.2 Contract Coordinator(s)—The Contractor shall give the Facilities Maintenance Supervisor the name(s) of Contract Coordinator(s) responsible for the day-to-day operations of the contract.

10.3 On-Site Supervisors—The Contractor shall designate an individual(s) responsible for on-site management of this contract. The On-Site Supervisor(s) shall be present at each Owner's facility whenever routine or project work is being performed and shall be the point of contact for the Facilities Maintenance Supervisor to provide notification of performance deficiencies. The On-site Supervisor shall be provided with a copy of the work requirements and standards as stated in this contract, and shall have the authority to correct deficiencies and perform requested custodial services. The On-Site Supervisor shall be required to provide a copy of a weekly work completed checklist to the contractors quality control person. This checklist shall be provided to the Facilities Maintenance Supervisor during the week following the completion of the checklist. A copy of the checklist form may be found in Appendix A.

10.4 Contractor Employees

10.4.1 A fully qualified force shall be maintained throughout the period of this contract with a sufficient number of workers to perform all required services within the hours indicated by the schedule. These workers shall be thoroughly instructed by their supervisors as to required duties and methods of performance. All personnel shall be legal residents of the United States. At least one person on duty in each facility must be capable of communicating in English (both spoken and written) as well as the language(s) of all other Contract personnel on duty at that facility. All personnel will receive close and continuing first line supervision.

10.4.2 The Contractor's employees shall at all times present a neat and clean appearance.

10.4.3 The Contractor's employees, as well as the Owner's employees, shall be mutually courteous and respectful of each other. If either party is witness to actions contrary to this directive, they shall make the other party aware and appropriate disciplinary action shall take place. Additionally, all Contractor personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting of gratuities of any type.

10.5 Alcohol, Illegal Substances(s) and Firearm Policy - The Contractor shall take all action necessary to remove any employee of the Contractor who reports to work

under the influence of alcohol or illegal substance(s) or who is in possession of alcohol or illegal substance(s), firearms, or other lethal weapons on Owner's property.

10.6 Smoking Policy—Owner's facilities are designated as "no smoking" areas. This policy shall be strictly adhered to. The Facilities Maintenance Supervisor may designate outside "smoking" areas.

10.7 Parking for the Contractor and Employees' Vehicles - Contractor's employees shall not park in marked assigned parking spaces.

10.8 Damage Report(s) - The Contractor or the Contractor's employee(s) shall report to the Facilities Maintenance Supervisor all damage, breakage, or other circumstances that would require repairs or replacements. The Contractor shall assume full responsibility for any and all damages or claim for damage, for injury to persons, property and equipment, which might result from any services performed under this contract.

10.9 Safety - The Contractor shall at all times provide and require the use of proper safety protection to workers. Safety protection shall include but not be limited to rubber gloves, hearing protection, safety shoes, safety glasses or goggles, and dust masks.

10.10 The Contract Coordinator(s) and On-Site Supervisor(s) responsible for this contract shall be thoroughly familiar with all phases of contract work and shall possess competent proven experience supervising janitorial crews and the cleaning of buildings. The Owner reserves the right to review each Contract Coordinator and On-Site Supervisor's qualifications. Should any of these staff persons lack the necessary qualifications, the Contractor shall replace such person with a qualified replacement.

10.11 Supervisors shall be qualified to operate all equipment under their charge and to train personnel in that equipment's operation.

10.12 The Contract Coordinator or On-Site Supervisor shall be available at all times when the contract work is in progress to receive notices, complaints, reports, or requests from the Owner's Representative. In the absence of the Contract Coordinator, the On-Site Supervisor shall have the authority to accept notices of deduction and inspection reports. It is the policy of the Owner that the Owner's employees' direction and supervision of Contractor's employees, directly or indirectly, shall not be exercised.

10.13 At least five working days prior to the contract start date or at any time changes are made, the Contractor shall provide in writing to the Facilities Maintenance Supervisor the names and pager numbers of all Contract Coordinators and On-Site Supervisors. The Contractor shall designate substitutes to act in the absence of each Contract Coordinators and each On-Site Supervisor. Each substitute shall have the same responsibilities and authorities as the on-site supervisor.

10.14 Should existing or potential Contractor personnel situations or problems occur which affect this contract, the outcome for each situation shall be determined by mutual agreement between the Contractor and the Owner's Representative. **For the purposes of this contract, the Contractor shall not employ someone to work at Owner's facilities who have been convicted of a violent crime or other crimes against persons.**

11. **INSURANCE**

The contractor will agree to the minimum insurance requirements as shown below and furnish the certificate of insurance within ten (10) days after the notification of the award to vendor and at anytime insurance changes are made during the contract period.

11.1	Commercial General Liability	$1,000,000.00 per occurrence
11.2	Comprehensive Auto Liability	$ 500,000.00
11.3	Workman's Compensation	Statutory/$ 500,000.00

11.4 City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis. To include Products of Completed Operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

12. **INDEPENDENT CONTRACTOR STATUS**

12.1 Contractor and Owner agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

13. **INDEMNITY**

13.1 **The Owner shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, in whole or in part, the performance of Contractor under this agreement, including claims and damages arising in whole or in part from the negligence of the Owner.**

14. **COMPLIANCE WITH APPLICABLE LAWS**

14.1 Contractor 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.

15. **NOTICE**

15.1. Whenever notice from Contractor to Owner or Owner to Contractor is required or permitted by this Contract, such notice shall be given by (1) actual delivery of the written notice to the other party by hand, (2) facsimile, or other reasonable means including Email (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.

15.2 Contractor's Address. Contractor's address and numbers for the purposes of notice are:

Company Name:
Attn:
Address:
City, State, Zip:

Telephone:
Facsimile:

15.3 Owner's Address. The Owner's address and telephone numbers for the purposes of notice are:

City of Lubbock
Facilities Management Department
Attn: Sid Beach, Facilities Maintenance Supervisor
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775-2276
Facsimile: (806) 775-3227

15.4 Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, 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.

16. CHEMICAL DATA

16.1 All materials used by the Contractor shall come from the following approved list. The Contractor may use an "approved equal" material provided the Contractor obtains approval from the Owner's Representative prior to using the substitute material.

16.1.1 Hard surfaced floor cleaning, stripping, and rewaxing

a. Rinse Free Stripper Floor Liquidator (Spartan Chemical Company)

b. HDQ Neutral One Step Germicidal Detergent and Deodorant (Spartan Chemical Company)

c. ONBASE Floor Sealer and Conditioner (Spartan Chemical Company)

d. Sheen-17 Durable Acrylic Metal Interlock Floor Finish (Spartan Chemical Company)

16.1.2 Carpeted Surfaces

a. Triple S Carpet Maintenance (Triple S Manufacturing)

b. Gum Remover (Hill Manufacturing Company)

c. Spotrate Spot Remover (Certified Labs)

16.1.3 Restroom Cleaning

a. HDQ Neutral One Step Germicidal Detergent and Deodorant (Spartan Chemical Company)

b. Sparcling Restroom Disinfectant (Spartan Chemical Company)

c. SSS Cleanser Powder (Triple S Manufacturing)

d. Sprayway Glass Cleaner

16.1.4 Hard Inanimate Surfaces

a. Citro Shield Furniture Polish (Spartan Chemical Company)

b. SSC-14 Aerosol Metal Polish (Certified Labs)

c. SNB-130 Super Strength Non-Butyl Degreaser (Spartan Chemical Company)

16.2 The Owner may conduct or have tests conducted in the performance of this contract to ensure that products specified by the Contractor are of acceptable quality.

16.3 Material Safety Data Sheets shall be furnished by the Contractor to the Facilities Maintenance Supervisor and to each Building Safety Officer for each of the products listed in Paragraph 16.1 above and for all other chemicals used by the Contractor in the performance of the contract. A properly marked and updated file or notebook of all MSDS sheets must be kept at each location with cleaning supplies at all listed locations in the contract at all times.

16.4 If the Contractor changes or substitutes chemicals during the performance of this contract, the Facilities Maintenance Supervisor shall be furnished with two (2) copies of the list of chemicals replacing original chemicals.

16.5 Any chemicals not approved by the Owner or have proper MSDS sheets for use in its buildings shall be removed within one (1) working days after notification by the Owner to the Contractor to do so.

17. CHANGES IN THE SCOPE OF THE CONTRACT

17.1 The Owner may, by written order, make changes in the general scope of the contract and in the specifications. The Contractor will be given as much advance notice as is practicable when, for example, an entire facility, a floor of an office building, or a portion of a building is to be added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price of the contract, an equitable adjustment based on square footage will be made and the contract will be modified accordingly.

18. OWNER OBSERVED HOLIDAYS

18.1 The Owner observes the following holidays:

New Year's Day – January 1st
Martin Luther King Day – 3rd Monday in January
Good Friday – Friday before Easter
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Thanksgiving Day – 4th Thursday in November
Friday after Thanksgiving (4th Friday in November)
Christmas Eve- December 24th
Christmas Day – December 25th

Note: When designated holiday falls on Sunday, Monday is observed. When designated holiday falls on Saturday, Friday is observed.

18.2 Owner facilities are typically closed on the above holidays and coverage for custodial services may not be required. The following are exceptions:

18.2.1 Party Houses are rented 365 days per year by Parks & Rec and may require custodial services on holidays. Owner's representative will provide tentative schedules of Party House rentals to Contractor by Monday @ 12:00 for events scheduled that week (through Sunday), a revised schedule the following Friday morning, and a final schedule Friday afternoon.

18.2.2 The Communication Center and Police Department Desk Sergeant areas remain open 24 hours every day.

19. BUILDING CLEANING CONTRACT DEDUCTIONS

19.1 General

19.1.1 A clean and well-maintained building is the Owner's goal and while deduction provision for work omitted or improperly performed is designed to protect the Owner's interest, it is not ordinarily a desirable substitute for getting the job accomplished through normal processes.

19.1.2 Criteria for Deductions for Omitted or Unsatisfactory Work will be used by the Owner in determining the deductions for non-performance of work under this contract or for deficiencies in the work performed. See Section 19.2—"Criteria for Cleaning Deductions" below.

19.1.3 It is the objective of the Owner to obtain full cleaning performance in accordance with the terms of the specifications and quality work requirements of this contract. To this end, the Owner is contracting for the complete performance of each cleaning job as identified in the specifications, and deductions will, therefore, be made as stipulated. If this provision of the contract must be invoked frequently, it will be indicative of overall non-performance, and grounds for cancellation of the contract.

19.1.4 Payment may be adjusted if any services do not conform to contract requirements. The Facilities Maintenance Supervisor will inform the Contractor in writing, of the type and dollar amount of proposed deductions by the tenth workday of the month following the performance period for which the deductions are to be made. Reasons must be solidly based and must provide specific facts to justify the deductions.

19.1.5 The Contractor may, within ten working days of receipt of the notification of the proposed deductions, present to the Facilities Maintenance Supervisor specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts to justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the ten-day period will be interpreted to mean that the Contractor accepts the proposed deductions.

19.1.6 Payment (except for the final one) will not be delayed or withheld until disputes over proposed deductions are settled. If the Facilities Maintenance Supervisor determines that any or all of the deductions are warranted, the Facilities Maintenance Supervisor shall notify the Contractor and adjust subsequent payments under the contract accordingly.

19.2 Criteria for Cleaning Deductions

19.2.1 Toilet Room Cleaning—In instances where restrooms are not satisfactorily cleaned or policed and serviced as determined by the

Owner's designated representative, deductions will be made for a portion of or for the entire room as determined by of the Facilities Maintenance Supervisor. Deductions will be based on a percentage of the daily cleaning rate equal to the percentage of square footage affected, but in no case will the charge be less than Fifteen Dollars ($15.00) nor greater than the daily cleaning rate. (See 19.2.9)

19.2.2 Room Cleaning—In instances where room cleaning has not been satisfactorily performed, or any portion or portions of work omitted or improperly performed, deductions will be made for a portion of or for the entire room as determined by the Facilities Maintenance Supervisor. "Room" shall mean any space enclosed by walls including offices, corridors, stairwells, storage areas, meeting rooms, foyers, dining rooms, gamerooms, or waiting/reception rooms. Deductions will be based on a percentage of the daily cleaning rate equal to the percentage of square footage affected, but in no case will the charge be less than Fifteen Dollars ($15.00) nor greater than the daily cleaning rate. (See 19.2.9)

19.2.3 Work Scheduled for Daily or Weekly Performance—If any work required for performance daily or scheduled for performance weekly is omitted or unsatisfactorily performed, the attention of the Contractor or designated representative will be called to this failure or omission. Deductions will be made for each day or week that the omission or unsatisfactory performance occurred. These deductions will be based on a percentage of the daily or weekly cleaning rate (depending on the frequency) equal to the percentage of square footage affected. In no case will the charge be less than Fifteen Dollars ($15.00) per day nor greater than the daily or weekly cleaning rate (depending on the frequency) times the number of days or weeks. (See 19.2.9)

19.2.4 Work Scheduled for Monthly or Less Frequent Performance—In the case of failure by the Contractor to comply with the frequency for those items scheduled for performance monthly or less frequently, the Facilities Maintenance Supervisor will provide the Contract Manager with a written request by facsimile to perform the omitted operation. If the Contractor does not comply with the request within 24-hours of receipt of written notification, the work will be performed by other means or contractor, and the cost thereof will be deducted from any money due or to become due to the Contractor. If this omitted or unsatisfactory work cannot be accomplished by other means, and cannot be rescheduled, a deduction covering the cost of service omitted or not satisfactorily performed will be made at a percentage of the daily cost. (See 19.2.9)

19.2.5 All Other Work (Miscellaneous)—Any other omitted or unsatisfactory work not specifically listed above or which does not clearly fall into one of the above categories will be deducted based on a percentage of the daily or weekly cleaning rate (depending on the frequency) equal to the percentage of square footage affected. In no case will the charge be less than Fifteen Dollars ($15.00) nor greater than the daily or weekly cleaning rate (depending on the frequency). (See 19.2.9)

19.2.6 A rate of $30.00 per hour will be charged to the Contractor and deducted from the monthly payment if an outside janitorial contractor has to be called in to perform work not completed by Contractor.

19.2.7 A trip fee of $45.00 or, if greater, the actual regular and/or overtime pay incurred by Owner staff due to the event will be charged each time a Facilities Maintenance Technician or a Building Representative is called out due to security alarms inappropriately set by Contractor staff. Owner's staff will train the Contract Manager, Contract Coordinator, or On-Site Supervisor (as determined by the Contractor) in the operation of all alarms. It is the responsibility of the Contractor's selected trainee to train other Contractor personnel in the operation of such systems.

19.2.8 In the case of overall non-performance, the Contractor will be given written notice of the areas needing attention. The Contractor will have 24 hours from the time the notice is delivered to perform to specifications. If the Contractor does not comply with specifications within the designated time, the contract may be terminated.

19.2.9 The daily cleaning rate is the monthly cost for a facility's custodial services divided by the number of required days per month those services are to occur. The weekly cleaning rate is the annual cost for a facility's custodial services divided by the number of weeks per year.

19.2.10 All Owners building must be kept secure at all times. A fee of $25.00 will be charged to the contractor in the event the custodial staff leave a building unsecure, this fee charge will begin when a building has been left unsecured for the second time. If a building is left unsecure more than 3 times, the fee will be increased at a rate of $10.00 per incident there after. No charge will exceed $100.00. This includes all interior secured areas (health dept, human resources, budget & research, executive area, etc) and exterior doors. Secure interior areas will be identified at time of contract start.

19.3 Deductions for Failure to Furnish Minimum Custodial Labor Hours for Daytime Custodians (as shown in Appendix A—Custodial Services Facility Data Sheets, Items #1-34)

19.3.1 In the event the Contractor, for any reason whatsoever, fails to provide the minimum daytime labor hours stipulated, the Owner reserves the right to either:

19.3.1.1 Engage additional custodial personnel under a separate contract, in sufficient numbers to make up the difference between the minimum number of daytime custodial hours stipulated to perform the work, and the number of daytime labor hours actually furnished by the Contractor. The cost of this separate contractual service, as well as any related costs incurred by the Owner shall be charged to the Contractor and deducted from moneys due them; or

19.3.1.2 Make deductions for the number of productive or supervisory labor hours not furnished. Deductions for not furnishing daytime custodial hours as shown in Appendix A will be based on the number of hours service was not provided times an hourly rate of Fifteen Dollars ($15.00).

20. SERVICE FREQUENCY

20.1 Service frequency is noted throughout this contract document as dependent upon specific facility, area in facility, and type of service performed. *"Evenings"* means after normal business hours including those hours between 5 p.m. and 8 am.

21. SPECIAL NOTES

21.1 If and when necessary, the Contractor agrees to provide replacement and/or additional dispensers (soap, toilet tissue and paper towel) at an additional cost agreed to by the Owner prior to purchase. The Contractor agrees that payment by the Owner to the Contractor for any such dispensers used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The Owner shall reimburse the Contractor on completion and acceptance of each assigned job, only for those materials actually used in the supply of such dispenser(s) that are supported by invoices issued by the supplier to the Contractor. These invoices shall show the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the Contractor's invoice submitted to the Owner that would increase the dollar amount indicated on the supplier's invoices for the materials purchased for the assigned job. Installation of such dispensers will be by Owner's Facilities Management maintenance staff.

21.2 Contractor will bill for special cleanups due to spills or other emergency situations based on an hourly rate as shown in Exhibit A. The charge for the hourly rate must be provided in Exhibit A for both normal working hours (8 a.m. to 5 p.m.) and for after hours (5 p.m. to 8 a.m.).

21.3 All Contractor employees are required to complete annual Asbestos training provided by the Owner, as well as any other applicable training required by Federal, State, or local law including HazCom training. Contractor shall maintain records showing individual employee compliance with this requirement. The Owner reserves the right to review records of compliance.

21.4 Contractor will be responsible for all required immunization shots for their employees working in the Health Department building. For the period of this contract, these shots are not limited to Tetanus and Hepatitis B. Any required shot records must be provided to the Owner upon completion of shot series.

21.5 Contractor will notify a Building Representative of any and all unlocked doors immediately upon discovery.

21.6 Contractor is responsible for securing the exterior doors of the Municipal Building at 1625 13th Street at 5:10 p.m. if the doors have not already been secured and turning off the escalators at 6:00 p.m. each workday.

21.7 The Contractor shall be given a list of Owner contact names and office telephone numbers for all facilities. Emergency Owner Contact telephone number for after-hours is (806) 775-2201.

21.8 Night and/or Day custodians will be required at facilities (where noted in Appendix A) to provide special set-ups in Meeting Rooms. This includes setting up tables and chairs in a variety of arrangements for different meeting types. When special set-ups are required during non-contracted working hours, the Contractor will charge a flat rate for each set-up. See Exhibit A.

22. GENERAL CLEANING SPECIFICATIONS

The following services will be performed on a regular basis in all Owner facilities included in the specifications. A regular basis means service as scheduled below unless otherwise noted in specific room type section.

22.1 DAILY—EXTERIOR

22.1.1 Remove debris by screening all sand in ash urns and replenish sand as required. Sand shall be supplied by Contractor.

22.1.2 Remove trash and debris from the parking lot, sidewalks, driveways, lawn, and flower beds. After POLICING, areas shall be free of all paper, trash, empty bottles, and other discarded material.

22.1.3 Sweep entrances, landings, steps, and sidewalks adjacent to entrances in the morning before the occupants' official starting time to remove dirt, debris, and rocks. After SWEEPING, areas shall be free of all trash. No dirt shall be left where sweepings were picked up.

22.1.4 Clean dirt and bird feces off the Liberty Bell and pressure wash east walk the night before City Council meetings at the Municipal Building. Pressure wash entries at any owners buildings as needed or requested.

22.1.5 Scrape gum and candy from the sidewalks in front of entrances.

22.1.6 Damp-wipe all hand rails. After DAMP-WIPING, metal or wood, handrails shall be clean and free of smears, stains, and finger marks.

22.2 DAILY—INTERIOR

22.2.1 Thoroughly sweep or dust mop hard-surfaced floors and vacuum rugs and carpeted surfaces in traffic patterned areas, extending sweep or vacuum radius to remove obvious debris from around and under furniture. Hard surfaced floor coverings shall be damp-mopped using an environmentally safe HDQ Neutral Cleaner. Carpeted floors are spot-vacuumed during the day by daytime custodians, if required due to litter. Night custodians shall vacuum all carpeted floors every working evening and spot-clean carpet as they are going through the nightly cleaning routine. All carpeted floors are shampooed at least once a year and in some cases, two or three times, where requested. The Contractor will be paid for this task according to the carpet cleaning rate listed in Exhibit A. When sweeping or vacuuming floors, move chairs and trashcans around desks, dining tables, and conference tables. Do not move desks, file cabinets, bookcases, and/or computers. Replace furniture upon completion. After THOROUGHLY SWEEPING OR VACUUMING, floors shall be clean and free of trash and foreign matter. No dirt or debris shall be left behind by equipment or machine, under furniture or behind doors. After DAMP MOPPING, the floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashings and markings from the equipment. The finished area should have a uniform luster. For the purpose of this contract, whenever the term carpet or carpeting is used, it is intended to include wall-to-wall carpeting as well as room size rugs and area rugs. Do not plug vacuum cleaners into the same electrical outlets as electronic equipment.

22.2.2 Municipal Building Lunchroom kitchen floors shall be swept and damp-mopped using a mild-medium degreaser.

22.2.3 Spot clean carpet to remove all spots and stains. After SPOT CLEANING CARPET, excessive build-up, spillage, or crusted material shall have been removed along with spots, smears, and stains. There shall be no evidence of fuzzing caused by excessive rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting.

22.2.4 During inclement weather, mop or vacuum rubber mats and/or vacuum carpet runners.

22.2.5 Clean main entry, office suite, and restroom interior and exterior metal doorknobs, push bars, kickplates, handrails, and other metal surfaces around those entry doors with non-abrasive cleaners. After METAL CLEANING, metal surfaces shall be free of smears, stains, and finger marks.

22.2.6 Clean spots and marks off walls and doors.

22.2.7 Dust those horizontal surfaces that are readily available and visibly require dusting including all furniture/ equipment as described below in specific room type sections. Feather dusters may be used except where specifically prohibited in Cleaning Specifications for specific spaces below. After DUSTING, there shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by equipment. NOTE: When dusting horizontal and vertical surfaces do not dust any controls or computer screens, etc. Also, do not turn OFF any of this equipment that may be on. Do not plug vacuum cleaners into the same electrical outlets as electronic equipment.

22.2.8 When dusting horizontal spaces, working papers and desk type items shall not be disturbed. If the desktop needs to be cleaned, the person who uses the desk is responsible for removing all items and replacing them after the cleaning.

22.2.9 Remove all trash from trash receptacles. Replace liners if necessary due to contamination by non-paper, liquid or food wastes. All trash receptacles shall be checked throughout the day by the daytime custodian, emptied if necessary, and new liners installed as described above. Night custodians shall empty all trashcans and fit each can with a new liner when required as described above. All containers utilized for storage of waste material at collection points must be fireproof. Other containers for room-to-room collecting shall be of a flame retardant, non-combustible material to be approved by the Facilities Maintenance Supervisor. Contract employees shall not smoke while collecting trash. After SOLID WASTE COLLECTION, all waste generated in the building shall be collected and removed to dumpsters. After EMPTYING OF WASTEBASKETS and removal of waste paper, there shall be no trash remaining in wastebaskets or on the floor around trash receptacles.

22.2.10 All containers with recycled items (paper, aluminum, etc.) will be emptied and contents removed to a designated area. After EMPTYING, see 22.2.9 above.

22.2.11 Wipe clean all entry/exit glass (both sides), glass partitions, inside glass and glass doors, and building directories, up to a height of 84". Such window glass in facilities that Contractor services also are cleaned by daytime custodians when necessary, however, night custodians are responsible for regular daily cleaning. In facilities that have display cases,

both shifts clean them during their work hours as needed. After GLASS CLEANING, all glass shall be clean and free of dirt, grime, dust, streaks, watermarks, and spots and shall not be cloudy. After WASHING, glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

22.2.12 Spot clean all soil and finger prints from walls, light switches, doors, doorframes, handrails, and metal work, up to a height of 84".

22.2.13 Wipe clean and disinfect all water fountains, break room tables, conference room tables, and kitchen counters. After CLEANING drinking fountains, porcelain or stainless steel surfaces shall be clean and bright. They shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free of encrustation, green mold or mildew. After POLISHING, bright metal surfaces shall have a shiny and lustrous appearance.

22.2.14 Prior to building occupant's official starting time, empty, supply, service and clean, using a quat-type germicidal detergent, paper towel, toilet tissue, soap, seat cover and sanitary napkin dispensers, and waste receptacles. Replace used non-permeable bag from sanitary napkin disposal with a new one. Put in separate container for discarding (Blood Borne Pathogen Precaution). After SERVICING, all supplies shall be provided and dispensers filled. Waste receptacles shall be emptied and disinfected and new bag inserted. Outside of receptacles, dispensers shall be clean and bright with no water spots, streaks, lint, or dust. If stainless, shall have no oil residue. Dispensers: Paper towels and toilet paper dispensers are checked and restocked throughout the day by the day porter. The sanitary supplies machines are restocked monthly or more often if they run out. NOTE: Contractor shall supply paper products of equal quality to those currently in use at City Owner's facilities.

22.2.15 Clean all restroom fixtures including metal and chrome, flush handles, piping, water closets, commodes, urinals, washbasins and mirrors; and clean walls surrounding receptacles, dispensers and fixtures, using a quat-type germicidal detergent. (An acid and/or non-acid bowl cleaner may be used in commodes and urinals). Rinse and raise commode seats. After FIXTURE CLEANING porcelain fixtures and metal surfaces (washbasins, urinals, commodes, water pipes, stalls, etc.) shall be clean and bright. There shall be no dust, spots, stains, rust, green mold, encrustation, excess moisture, or cleaner/polish stains and smears.

22.2.16 Restroom Mirrors: The restroom mirrors are checked and cleaned as needed throughout the day by day porter when provided and cleaned thoroughly by the night custodians every evening.

22.2.17 Restroom Sinks: The sinks are checked and cleaned as needed throughout the day by day porter when provided and are cleaned and sanitized thoroughly by the night custodians every evening.

22.2.18 Restroom Vanities: The vanities are checked and cleaned and sanitized as needed throughout the day by day porter when provided and again by the night custodians.

22.2.19 Restroom Commodes and Urinals: The commodes and urinals are kept clean throughout the day by day porter when provided and are cleaned,

sanitized and thoroughly washed (using a disinfectant/germicide spray) nightly.

22.2.20 Spot clean other restroom surfaces. Thoroughly dust horizontal surfaces. After SPOT CLEANING, smudges, marks, or spots shall have been removed without causing unsightly discoloration. After THOROUGHLY DUSTING, there shall be no dust streaks. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by cleaning tools. NOTE: Restroom walls surrounding receptacles, dispensers, and fixtures are cleaned nightly, and entire wall surfaces thoroughly scrubbed down and disinfected quarterly.

22.2.21 Sweep and wet mop restroom floors using a quat-type germicidal detergent. After SWEEPING, WET MOPPING OR SCRUBBING, the floors shall be clean and free of dirt, water streaks, mop strings, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and corners clean. NOTE: Floor and lower wall around urinal in restroom across from Room 103 in the Municipal Building will be cleaned and mopped every three hours during City Council/Public meetings, from 9:00 a.m. to 4:00 p.m., using a quat-type germicidal detergent.

22.2.22 In facilities with day porters, frequently throughout the day check restrooms and empty full waste receptacles, service dispensers, clean fixtures, and police as traffic demands. After SERVICING – see Quality Requirements outlined in previous paragraphs. After POLICING, restrooms shall be free of all paper, trash, empty bottles, and other discarded material.

22.2.23 Remove all marked waste materials from open storage areas, basements, docks and non-secured undeveloped areas.

22.2.24 Secure doors, arm alarms, and turn out lights.

22.2.25 Sweep and/or vacuum stairsteps and landings. After SWEEPING OR VACUUMING, the steps and landings shall be free of loose dirt, dust, streaks, gum, tar, and other foreign substances.

22.2.26 As scheduled, assemble and arrange tables and chairs for meetings as requested. Disassemble, clean (if needed), and put away after meetings.

22.2.27 ELEVATORS: Sweep and wet mop floors, polish interior of cab if stainless or wood (clean otherwise), clean handrails. Clean/polish interior and exterior doors and doorframes at each landing. If carpeted, floor should be vacuumed. After SWEEPING AND WET MOPPING, the floor shall be free of dirt, water streaks, strings, gum, tar, grease, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. After WOOD/STAINLESS POLISHING, surfaces should be free of dirt, dust, streaks, and spots. Surfaces should have a polished and lustrous appearance. There shall be no visible polish or cleaner residue.

22.2.28 EMPLOYEE BREAK AREA POLICING: In facilities with day porters, clean tops of tables and damp wipe using a quat-type germicidal detergent. Police floor and damp mop to remove spills. After CLEANING, tables shall be clean with no trash or foodstuff on tops. Tables will be dry after damp wiping. After POLICING, the floors shall

be clear of trash and debris. After DAMP MOPPING, the floors shall be free of stains from spills.

22.2.29 PUBLIC TELEPHONES: Clean all vertical and horizontal surfaces and telephones using a quat-type cleaner. After CLEANING, all vertical and horizontal surfaces, including both sides of glass, and the telephone shall be clean and free of dirt, dust, streaks, and spots.

22.3 WEEKLY—EXTERIOR

22.3.1 Clean exterior surface of ash urns with non-abrasive cleaner. After CLEANING, urns shall be free of ashes, dust, streaks and spots, and replaced in original position.

22.3.2 Sweep all sidewalks, parking areas, and driveways, including arcades and carports, weather permitting. A machine sweeper may be used when the area is 10,000 square feet or more. After SWEEPING, areas shall be free of dirt and trash. No dirt shall be left where sweepings were picked up. This task does not include the Lubbock Business Center parking garage which will be cleaned on an as-requested basis at an additional cost. See Exhibit A.

22.4 WEEKLY—INTERIOR

22.4.1 MUNICIPAL BUILDING LUNCHROOM: Lunchroom windows are cleaned weekly or more often as needed.

22.4.2 Vacuum carpeted areas and sweep hard-surfaced floors not covered under daily cleaning including accessible areas under tables, desks, etc. Move folding tables and other lightweight furniture to remove debris. Do not move desks, file cabinets, bookcases, and/or computers. Replace furniture upon completion.

22.4.3 Damp mop and spray buff hard-surfaced floors. After DAMP MOPPING AND SPRAY BUFFING, the floors shall be free of streaks, mop marks, strings, marks, and skipped areas. Walls, baseboards, stall bases, and other surfaces shall be free of splashings and markings from the equipment. The finished area will have a uniform luster.

22.4.4 Dust railings, ledges, grilles, fire apparatus, doors, and heating/cooling equipment. After DUSTING, railings, ledges, grilles, fire apparatus, doors, and heating/cooling equipment shall be dust free in corners and crevices. There shall be no oil, spots, or smudges on dusted surfaces.

22.4.5 Wet mop steps, risers, and landings. Spot clean walls. After WET MOPPING, steps, risers, and landings shall be free of dirt, water streaks, strings, gum, tar, grease, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. After SPOT CLEANING, smudges, marks, or spots shall have been removed without causing unsightly discoloration.

22.4.6 Clean and polish elevator door tracks. After CLEANING AND POLISHING door tracks, they shall be free of oil, grease, gum, tar, and dirt.

22.4.7 Clean employee break room waste receptacles, using a quat-type germicidal detergent. After CLEANING waste receptacles, outsides and insides shall be dry before relining with a non-permeable bag.

22.5 MONTHLY—INTERIOR

22.5.1 Dust with cloth or canister vacuum the exterior of lighting fixtures, ceiling fans, air diffusers, return air grills, louvers, wood baseboards, and ledges.

22.5.2 Wash all non-wood, painted corridor, vestibule, and elevator doors and frames; clean all door hardware and unpainted metalwork with a non-abrasive cleaner (mail depositories, signage, and lettering).

22.5.3 Thoroughly dust all surfaces not reached in daily cleaning such as windows, frames, curtain pockets, vertical wall surfaces and under surfaces (knee wells, chair rungs, table legs, etc.). After THOROUGHLY DUSTING, there shall be no dust streaks, oil, spots, or smudges on dusted surfaces caused by equipment. Corners, crevices, moldings, and ledges shall be free of dust, dirt, and cobwebs.

22.5.4 Wash all exterior doorframes and remove all dirt and cobwebs from entry areas.

22.5.5 Dust all woodwork, wood walls, railings, chair rails, and trim.

22.5.6 Pour two (2) gallons of hot water down all floor drains.

22.5.7 Sweep open storage areas, basements, docks, and non-secured undeveloped areas. After SWEEPING, floors shall be clean and free of dirt, trash, and other foreign matter. No dirt shall be left in corners, behind equipment, under furniture and shelves, or behind doors.

22.6 QUARTERLY

22.6.1 EXTERIOR

22.6.1.1 Clean all exterior window glass below the 84" level (in addition to glass cleaned daily as described above). After WASHING, glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

22.6.2 INTERIOR

22.6.2.1 Clean entrance mats by shampooing or steam cleaning as required to maintain quality standard, but not less than *four* times a year. After CLEANING, mats shall be clean and free of dirt, grime, stains, and excessive build-up and encrusted material.

22.6.2.2 Dust and clean mini-blinds and vertical blinds. Defective cords and tapes should be reported to the Facilities Maintenance Supervisor. After DUSTING, both sides of blind slats shall be free of dust.

22.6.2.3 Clean and polish metal door thresholds. After CLEANING THRESHOLDS, they shall be clean and free of oil, grease, gum, dirt, and grime.

22.6.2.4 Damp wipe and/or sponge mop restroom walls, stall partitions, doors, window frames, sills, and waste receptacles using a quat-type germicidal detergent. Scrub ceramic tile floors with an abrasive bristle brush on a floor machine. After DAMP WIPING, all dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces. After SCRUBBING, the floors shall be clean and

free of dirt, water streaks, mop strings, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and corners clean.

22.7 SEMI-ANNUALLY

22.7.1 Clean all exterior windows at remaining locations (including upper floor windows). After WASHING, glass shall be clean and free of dirt, grime, streaks, and excessive moisture and shall not be cloudy. Window sashes, sills, and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

22.7.2 Wash or damp wipe the inside and outside of wastebaskets semi-annually but more frequently if necessary to keep them in acceptable condition. After CLEANING WASTEBASKETS, they shall be free of dust, ashes, paper, pencil shavings, coffee or food stains, toner, or other debris and relined with a non-permeable bag.

22.8 ANNUALLY

22.8.1 Wipe down and treat surfaces of wood paneling using a product containing carnauba wax. After WIPING DOWN & TREATING WOOD PANELING, paneling shall be free of dirt, dust, spots, or an oily appearance. The wax must be rubbed into the paneling.

22.8.2 Scrub steps, risers, and landings. After SCRUBBING, steps, risers, and landings shall be free of dirt, water streaks, strings, gum, tar, grease, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

22.9 AS REQUESTED

22.9.1 Clean slate and/or dry-erase boards as requested using manufacturer's recommended products. After CLEANING, the boards shall be completely clear and have no "ghost" letters. There shall be no dust in trays.

22.10 FREQUENCY AS NOTED ON EACH OF THE FACILITY SHEETS

22.10.1 Scrub and recoat hard-surfaced flooring. After SCRUBBING, there shall be no evidence of gum, rust, burns, or scuffmarks. After FINISHING, walls and other surfaces shall be free of finish residue and marks from equipment. Floors and baseboards will be free of streaks, mop strand marks or strings, and skipped areas. The finished area shall have a uniform luster.

22.10.2 Strip and apply four coats of floor finish to all hard-surfaced floors, including vinyl composition tile, sheet vinyl, terrazzo, and/or ceramic tile flooring meant to be waxed. After STRIPPING, all old finish shall be removed. There shall be no evidence of rust, burns, or scuffmarks. There shall be no build-up of old finish. There shall be no evidence of gum, rust, burns, scuffmarks, and old finish or stripper. After FINISHING, walls and other surfaces shall be free of finish residue and marks from equipment. Floors and baseboards will be free of streaks, mop strand marks or strings, and skipped areas. The finished area shall have a uniform luster. The contractor will provide a schedule when this service is to be preformed. Schedules must be submitted at least 2 weeks in advance before work is to be performed.

23. CLEANING SPECIFICATIONS FOR ENTRANCES, LOBBIES, OFFICES, CONFERENCE ROOMS, LIBRARIES AND CORRIDORS:

23.1 DAILY

23.1.1 Clean main interior office suite and exterior metal doorknobs, push bars, kick plates, railings, and other metal surfaces with non-abrasive cleaners. Clean handrails. Clean spots and marks off walls and doors. Dust all surfaces.

23.1.2 While sweeping or vacuuming floors, move light furniture including chairs, trashcans, and lightweight tables. Do not move desks, file cabinets, bookcases, and/or computers. Replace furniture upon completion.

23.1.3 Damp mop all hard-surfaced and resilient floors. During inclement weather, mop or vacuum rubber mats and/or vacuum carpet runners.

23.1.4 Empty wastebaskets and replace liners, if necessary due to contamination by non-paper, liquid or food wastes. Remove waste paper and other material as requested.

23.1.5 Clean both sides of entrance glass and glass surrounding doors up to a height of 84" within reach.

23.1.6 Thoroughly dust and wipe clean all furniture, file cabinets, windowsills, and counters that are readily available. Desktops shall be cleaned only when occupant has cleaned off the desktop entirely.

23.1.7 Spot clean carpet to remove all spots and stains.

23.1.8 Wash, wipe clean, and disinfect all drinking fountains.

23.1.9 Vacuum all rugs and carpet, and sweep and wet mop tile or other hard-surfaced floor areas. Spot clean carpet as needed.

23.1.10 Thoroughly sweep all stairs in public locations.

23.1.11 Clean soil and finger marks from painted or washable surfaces including doorjambs, walls, and elevator doors.

23.1.12 Library shelving—dust top shelving and exposed shelves of at least one range of shelving nightly until entire stacks are cleaned and then begin the process over.

23.1.13 Clean and dust the end panels of bookshelves.

23.1.14 Dust and wipe clean magazine shelving.

23.1.15 Secure doors, turn out lights, and reactivate alarms in required locations upon leaving the facility.

23.2 WEEKLY

23.2.1 Spray buff hard-surfaced floors.

23.2.2 Clean all glass furniture tops excluding glass topped desks (see Section 23.1.6).

23.2.3 Canister edge vacuum; move furniture as needed.

23.2.4 Mop stairs.

23.3 **MONTHLY**

23.3.1 Dust with cloth and canister vacuum the exterior of the light fixtures, ceiling fans, air diffusers, return grills, louvers, wood baseboards and ledges.

23.3.2 Clean all door hardware and unpainted metalwork with a non-abrasive cleaner.

23.3.3 Dust all surfaces not reached in daily cleaning (window frames, curtain pockets, etc.)

23.3.4 Dust all woodwork, woodcarvings, railing, chair rails, and trim.

23.3.5 Dust and wipe clean all plastic, vinyl, or leather covered chairs.

23.4 **QUARTERLY**

23.4.1 Dust and clean Venetian, vertical and mini blinds.

23.4.2 Clean metal door thresholds. After CLEANING THRESHOLDS, they shall be clean and free of oil, grease, gum, dirt, and grime.

24. **CLEANING SPECIFICATIONS FOR RESTROOMS:**

24.1 **DAILY**

24.1.1 Scour, wash, and disinfect all lavatories, showers, water closets, urinals, and door knobs.

24.1.2 Wash, disinfect, and wipe dry both sides of all toilet seats.

24.1.3 Wash and polish all mirrors, powder shelves and all metal works and partitions.

24.1.4 Remove all non-scratched graffiti.

24.1.5 Clean all toilet tissue, paper towel, soap, toilet seat liner, and sanitary napkin dispensers.

24.1.6 Empty trashcans and sanitary napkin disposal units, and replace liners.

24.1.7 Remove waste paper and all other waste material from floor.

24.1.8 Empty, clean and refill all soap, paper towel, toilet seat liners, sanitary napkin, and toilet tissue dispensers as described above.

24.1.9 Sweep, wet mop, and disinfect all floors and baseboards.

24.1.10 Wash and dry washable wall surfaces subject to splashing including areas behind commodes, urinals, and lavatories up to a height of 48".

24.2 **WEEKLY**

24.2.1 Pour 2 gallons of water down floor drains to prevent sewer gas backup.

24.3 **MONTHLY**

24.3.1 Machine scrub and disinfect floor tiles around urinals and toilets.

24.3.2 Dust and wipe clean all corridors and vestibule entrance doors.

24.3.3 Vacuum and wipe clean all louvers, return air ducts, and door grills.

25. CLEANING SPECIFICATIONS FOR ELEVATORS/SERVICE CORRIDORS/UTILITY/SERVICE CLOSETS/LOADING DOCKS

25.1 DAILY

25.1.1 Dust and wipe clean elevator entrance doors and frames, hose cabinets, etc.

25.1.2 Remove finger marks from glass entryways, doors, and partitions up to a height of 84".

25.1.3 Spot clean soil and finger marks from painted or washable surfaces.

25.1.4 Sweep and dust mop all hard-surfaced vinyl composition tile, sheet vinyl, terrazzo, and/or ceramic tile flooring. Spot clean where necessary.

25.1.5 Vacuum all rugs and carpeted areas, spot clean carpet.

25.1.6 Clean and maintain in an orderly condition all utility rooms and service closets. Store cleaning materials, supplies, and cleaning equipment neatly, in a lawful manner, and in full compliance with the owner's insurance requirements (i.e., MSDS books, correctly labeled bottles, etc.).

25.2 WEEKLY

25.2.1 Sweep and dust mop concrete floors.

25.2.2 Damp mop and spray buff traffic areas of hard-surfaced flooring to continually maintain resilient flooring.

26. CLEANING SPECIFICATIONS FOR INTERIOR STAIRS

26.1 DAILY

26.1.1 Remove litter and sweep clean nightly.

26.2 WEEKLY

26.2.1 Sweep and wet mop stairs and landings.

26.2.2 Wipe clean all handrails and walls.

26.3 MONTHLY

26.3.1 Dust and wash treads, risers, stringers, base, spindles, and newels.

26.3.2 Dust and wipe clean hose racks, risers, piping, and fittings.

26.3.3 Remove all finger marks and soil from door and doorframes and clean unpainted hardware with a non-abrasive cleaner.

26.3.4 Dust and wipe soffits of stairs and stair landings.

26.3.5 Dust exterior of light fixtures, signs, etc.

27. CLEANING SPECIFICATIONS FOR LOWER THAN GROUND FLOOR/UNFINISHED/ EQUIPMENT/BAY AREAS

27.1 Below ground floor areas referred to herein are non-public basement areas, unfinished areas, and equipment rooms. The unfinished areas consist generally of receiving areas, storage areas, utility rooms, and lockers.

27.2 **DAILY**

27.2.1 Basement areas and equipment rooms shall be swept daily and all discarded or waste material shall be removed.

27.3 **MONTHLY**

27.3.1 Mop bay areas where applicable.

28. **CLEANING SPECIFICATIONS FOR BREAK ROOMS/ACTIVITY ROOMS/CLASSROOMS**

28.1 **DAILY**

28.1.1 Wipe and disinfect tabletops.

28.1.2 Clean sinks.

28.1.3 Wipe clean and disinfect water fountains.

28.1.4 Vacuum all rugs and carpeted areas, and sweep and wet mop tile or other hard-surfaced floor areas. Spot clean carpet as needed.

28.1.5 In meeting room or classrooms, move chairs around tables out of the way while vacuuming and/or wet mopping.

28.1.6 Empty wastebaskets, wipe down and replace liners if necessary due to contamination by non-paper, liquid or food wastes.

28.1.7 Wipe and remove spots from counters.

28.1.8 Wash all inside glass and glass doors up to a height of 84".

28.2 **WEEKLY**

28.2.1 Spray buff hard-surfaced floors.

28.3 **QUARTERLY**

28.3.1 Vacuum wall carpet at Hodges Community Center.

29. **CLEANING SPECIFICATIONS FOR CREWROOMS *(WATER & LP&L @ HILL)* and POLICE BRIEFING ROOM (MUNICIPAL SQUARE)**

29.1 **DAILY**

29.1.1 Sweep and wet mop floors.

29.1.2 Remove all finger marks and soil from doors, doorjambs, and walls.

29.1.3 Clean interior glass and windows up to a height of 84"; clean and disinfect water fountains.

29.1.4 Vacuum all rugs and carpet, and sweep and wet mop tile or other hard-surfaced floor areas. Spot clean carpet as needed. Move chairs around tables out of the way while vacuuming and/or wet mopping.

29.1.5 Empty wastebaskets, wipe down, and replace liners if necessary due to contamination by non-paper, liquid or food wastes.

29.2 **WEEKLY**

29.2.1 Spray buff resilient flooring, moving chairs out of the way during this task.

29.3 **MONTHLY**

29.3.1 Perform all high and low dusting.

29.4 **QUARTERLY**

29.4.1 Vacuum wall carpet at Police Briefing Room at Municipal Square.

30. **CLEANING SPECIFICATIONS FOR COMMUNICATION CENTERS/COMPUTER AREAS**

30.1 Computer areas are defined as those where access is limited to specified personnel and generally controlled with locked doors requiring a special key or key card for entry. The area will usually have a raised floor and will contain electronic equipment. The magnetic tape library is specifically off-limits to Contractor's personnel except when escorted by a librarian or computer supervisor. Only approved building receptacles are to be used when connecting any electrical appliance to power.

30.2 NOTE: Fire Administration Complex Communication Center/Computer areas only: Access is allowed during the day for cleaning; no access is allowed at night. Access at the Municipal Square Communication Center is allowed at any time with proper security clearance.

30.3 **DAILY**

30.3.1 Empty wastepaper and carbon bins. Replace the liner if necessary due to contamination by non-paper, liquid or food wastes.

30.3.2 Vacuum all rugs and carpeted areas, spot clean carpet as needed. Move chairs out of the way while vacuuming and replace when finished.

30.3.3 Hard surface raised floor should be dry-mopped with dust absorbent cloth. Never wax raised floor or use harsh abrasive or steel wool for cleaning. A damp mop may be used for removing spills. Move chairs out of the way while mopping and replace when finished.

30.3.4 Dust and wipe clean all furniture and file cabinet. Only a dust absorbent cloth may be used. **NOTE: In Communication Centers/Computer areas only, a feather duster is not permitted.**

30.3.5 Dust doors and trim within reach.

30.3.6 Clean all glass furniture tops.

30.3.7 Remove finger marks from glass doors and sidelights up to a height of 84".

30.3.8 Dust and wipe clean all plastic, vinyl, or leather covered chairs.

30.4 **MONTHLY** *(Completed by 3rd Tuesday of each month @ 8:00am)*

30.4.1 Remove all finger marks and soil from doors, doorjambs, and walls with particular attention to areas surrounding light switches.

30.4.2 Wash all partition glass and glass doors (if any).

30.5 **ANNUALLY** *(Completed by or about 5/15 of each year)*

30.5.1 Vacuum beneath raised floor area. Coordinate Scheduling with Facilities Representative as listed below:

30.5.2 Facilities Maintenance Supervisor (currently Sid Beach)

30.5.3 Communications Supervisor (currently Mary Cato or Tom Mann)

30.5.4 Information Tech Manager (currently Mark Yearwood)

30.5.5 Fire Department Representative (currently Raul Salazar or Lynn Smith)

30.5.6 Note that no carpet shampooing will be required in either Communication Center.

31. CLEANING SPECIFICATIONS FOR JAIL AREA

31.1 **DAILY** *(Seven days per week)*

31.1.1 Collect trash, sweep, and mop with disinfectant all individual jail cells as well as all common areas of the jail.

31.1.2 Clean and disinfect toilets in each jail cell.

31.1.3 Wipe down beds in jail cells with disinfectant.

31.1.4 Check detoxification (drunk) tank, clean and disinfect floors and walls if necessary.

31.1.5 Clean all glass windows and disinfect counter tops, including entry desk, and fingerprint counter.

31.1.6 Maintain an adequate supply of toilet paper in each cell.

31.1.7 Sweep and mop floors in holding areas.

31.2 **WEEKLY**

31.2.1 Spray buff all VCT and vinyl floors.

32. CLEANING SPECIFICATIONS FOR FLOOR WORK IN POLICE DEPARTMENT

32.1 **DAILY/WEEKLY**

32.1.1 Sweep and mop all hard-surfaced flooring daily.

32.1.2 Spray buff all hard-surfaced flooring once a week.

33. CLEANING SPECIFICATIONS FOR BUDDY HOLLY CENTER/GARDEN & ARTS CENTER

33.1 **DAILY—BUDDY HOLLY CENTER/GARDEN & ARTS CENTER**

33.1.1 Sweep and wet mop all hard-surfaced, non-wood flooring. Sweep or vacuum wood flooring.

33.1.2 Spray buff all hard-surfaced, non-wood flooring once a week.

33.2 **DAILY- BUDDY HOLLY CENTER EXTERIOR**

33.2.1 Clean parking lot (pick up all trash and sweep as needed).

33.2.2 Pick up trash daily excluding Sundays and Tuesdays.

33.2.3 Remove trash from flowerbeds.

33.2.4 Clean courtyard daily before 10:00 a.m. excluding Sundays and Tuesdays.

33.2.5 Empty trashcans in courtyard and at Entrance gate to courtyard.

33.3 **QUARTERLY** *(Completed by or about 11/15, 4/15, 7/15 and 10/15 of each year)*

33.3.1 Clean exterior windows above 84" at all locations.

34. CARPET CLEANING

34.1 All carpet will be cleaned per manufacturer's specifications at frequency scheduled for each facility at the price shown in Exhibit A. All interior carpet will be spot cleaned daily.

35. SPECIAL CLEANING

All party houses will be inspected on Monday before 10:00 A.M and notification made to Facilities and a Park & Rec's admin person to release deposits. All Party houses will be reinspected on Friday mornings for cleanliness for weekend rentals, inspections will be done using the party house inspection sheet contained in these specs.

35.1 **PARTY HOUSES** (A B Davis & Lou Stubbs)

35.1.1 **DAILY UPON REQUEST** *(BASED ON DAILY CLEANING RATE)*

35.1.1.1 Sweep and mop.

35.1.1.2 Clean and stock bathrooms.

35.1.1.3 Clean interior glass.

35.1.1.4 Clean tables and chairs as needed.

35.1.1.5 Stack tables and chairs as needed.

35.1.1.6 Wipe and remove spots from counters. Clean inside and outside of appliances.

35.1.1.7 Wash trashcans as needed.

35.1.1.8 Sweep exterior entry area.

35.1.2 **WEEKLY**

35.1.2.1 Spray buff hard-surfaced flooring.

35.1.3 **QUARTERLY**

35.1.4.1 Scrub and recoat hard-surfaced floors.

35.1.4 **SEMI-ANNUALLY**

35.1.5.1 Strip and wax hard-surfaced flooring.

35.2 **ST. PAUL'S CHURCH**

35.2.1 DAILY: Wood flooring: remove mud from floor with slightly damp rag, **DO NOT USE WATER ON THE WOOD FLOOR.** Sweep and mop restroom floors.

(Use only an approved Bona hardwood floor cleaner on this floor.)

35.2.2 **WEEKLY:** Clean exterior windows. Spray buff vinyl flooring.

35.2.3 **MONTHLY:** Clean interior windows.

35.2.4 **QUARTERLY:** Scrub and re-coat restroom vinyl flooring.

35.2.5 **SEMI-ANNUALLY:** Strip and wax vinyl flooring.

35.2.6 Clean St. Paul's Church as per schedule provided by City staff; schedule to be sent weekly to Contractor's representative.

36. CALENDAR OF TASKS

36.1 The Contractor shall provide the owner with three-month Calendars of Tasks scheduled to be performed weekly, monthly, quarterly, and annually as described above. Individual Calendars of Tasks for each facility shall show the dates on which all scheduled tasks are to be performed. These calendars shall be provided to the Facilities Management Department within fifteen (15) days of the Contract start date and every three months thereafter.

37. RECYCLING PROGRAM

37.1 Definitions – Recyclable Mixed Office Paper: The goal of the program is to collect recyclable mixed papers only. The Contractor is responsible only for keeping non-paper items out of the recycling dumpster. This program is mandatory and shall be performed by the Contractor.

37.2 Recycling Tasks by Contractor

37.2.1 Designated desk side recyclable paper bins, located adjacent to each desk, shall be emptied daily, or as required, and all recyclable paper materials shall be placed loosely into the designated recycling dumpster. The Owner's representative or other Owner staff shall monitor this to ensure compliance.

37.2.2 If the desk side recyclable bin contains any visible non-paper items, the Contractor shall empty the contents of the recyclable paper bin into the regular trash container.

37.3 Criteria for Deductions – Recycling Program – Contaminated Recyclable Materials: If the Contractor or their staff loads the recycling dumpster with non-paper or contaminated paper items in excess of 20%, the Contractor shall pay to the Owner the deduction as described in 19.2.3

37.4 Amount of Deduction – Recyclables Contamination: Each collection service - $25.00.

38. CUSTOMER COMPLAINT PROGRAM

38.1 The Owner has a customer complaint program as a means of assisting in documenting certain kinds of service problems. This customer complaint

program will be considered in evaluating the Contractor's performance and in taking deductions.

39. CONTRACTOR'S QUALITY ASSURANCE PROGRAM

39.1 The Contractor shall provide and maintain a Quality Assurance Program that is acceptable to the Owner, covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Facilities Maintenance Supervisor during contract performance and for as long afterwards as the contract requires.

39.2 A Quality Assurance Program should cover all the services stated in Section 22, General Cleaning Specifications through Section 35, Special Cleaning, as well as the summarized List of Duties sections within this contract. A checklist can be used in inspecting for contract performance with the name of the inspector and the performer(s). The inspector should not be the person performing the work.

39.3 The checklist should include every area of the operation serviced by the Contractor, as well as every task required to be performed.

39.4 The program should have a system for identifying and correcting deficiencies in the quality of service before the level of performance becomes unacceptable and/or the Owner's inspector points out the deficiencies. All inspections conducted by the Contractor and the corrective action taken should be maintained on file. This documentation shall be provided to the Facilities Maintenance Supervisor monthly throughout the term of the contract.

39.5 A sample Deficiency Correction Report and Custodial Inspection Checklist may be found in Appendix A of this document. The Contractor may use these forms or develop their own with the approval of the Facilities Maintenance Supervisor. Also in the Appendix are Custodial Services Facility Data sheets for each of the buildings to be covered under this contract. These sheets provide architectural and technical data that may be used in developing costs related to each facility. The square footage shown for carpeted and hard surface floor areas is based on CADD drawings, hard copies of drawings, and, in some cases actual measurements of the buildings. These square footages are approximate and do not allow for furnishings and other equipment. The Contractor is responsible for verification of actual square footages, if necessary.

39.6 NOTE:The Quality Assurance Program is an essential part of this contract and will be actively enforced by the Facilities Maintenance Supervisor. Failure to submit an approved program plan or inspection documentation within 60 days, or failure to correct deficiencies may result in termination of this contract. Failure to correct deficiencies will result in withholding of all moneys due the Contractor until such time that the deficiencies are corrected and may result in termination of this contract.

39.7 The following are the minimum inspection frequencies acceptable for the buildings covered by this contract:

Quality Assurance Program
Minimum Inspection Frequencies

Daily partial inspection of the following buildings:

Item 1	Municipal Square
Item 2	Municipal Building
Item 3	Health Department
Item 6	CD, Parks & IT

Weekly partial inspection of the following buildings:

Item 7	Fleet Services (Garage)
Item 8	Solid Waste Administration
Item 9	Municipal Hill Electric Distribution
Item 10	Municipal Hill Water/Streets
Item 11	Pipeline Maintenance
Item 12	Lubbock Business Center
Item 18	Maggie Trejo Super Center
Item 19	Mae Simmons Community Center
Item 20	Mae Simmons Senior Center
Item 21	Lubbock Senior Citizens Center
Item 22	Maxey Community Center
Item 23	Hodges Community Center
Item 24	Copper Rawlings
Item 25	Godeke Library
Item 27	Buddy Holly Center
Item 27 A	Allison House
Item 28	Garden and Arts Center
Item 29	Groves Branch Library
Item 30	Patterson Branch Library
Item 39	Historic St. Paul's on the Plains
Item 42	Mahon Library
Item 43	Silent Wings Museum
Item 44	Animal Shelter
Item 45	Animal Shelter Admin
Item 46	Cemetery
Item 47	LP&L Offices (Slaton Hwy)

Every two weeks, partial inspection of the following buildings:

Item 4	Building Services Maintenance Shop
Item 5	Police Storage (Property Room)
Item 13	Land Application
Item 14	Solid Waste (North Landfill)
Item 15	Solid Waste (Old Landfill)
Item 16	Water Treatment Plant
Item 17	Water Reclamation Plant
Item 17 A	Water Reclamation Shop

Item 26	Safety City
Item 31	Tennis Center
Item 32	Traffic Signs & Signals
Item 33	Streets/ Radio Shop
Item 34	Streets/ Police
Item 35	Vector Control
Item 36	Lou Stubbs Party House
Item 37	K.N. Clapp Party House
Item 38	Water Treatment South
Item 40	Streets Department Offices
Item 41	LP&L Transformer Shop

"Partial Inspection" of the building should include at the minimum: one room of each type such as restroom, office, corridor, lobby, etc.

NOTE: ALL BUILDINGS SHALL HAVE A COMPLETE BUILDING INSPECTION
CONDUCTED MONTHLY.

40. OWNER'S QUALITY ASSURANCE PROGRAM

40.1 The Owner's Quality Assurance Program will mirror the Contractor's in many respects and the objectives are the same—clean and well-maintained buildings. It is also to assure that there is no deviation from the contract's terms, conditions, requirements, specifications, details, and schedules.

40.2 The Quality Assurance Inspector may be the Facilities Maintenance Supervisor or Owner's staff so designated by the Facilities Maintenance Supervisor and is responsible for the day-to-day inspecting and monitoring of the Contractor's work. The responsibilities of the Quality Assurance Inspector include, but are not limited to, inspecting the work to ensure compliance with the contract requirements, documenting through written reports the results of all inspections conducted, following through to ensure that all defects and omissions are corrected, conferring with representatives of the Contractor regarding any problems encountered in the performance of the work and generally assisting the Facilities Maintenance Supervisor in the administration of the contract.

40.3 The Owner has the right to inspect and test all services called for by the contract, to the extent practical, at all times and places during the term of the contract. Inspections by Quality Assurance Inspectors will occur randomly and may be either partial or full inspections. The Owner will provide copies of all inspection reports to the Contractor monthly. The Owner will perform inspections and tests in a manner that will not unduly delay the work.

40.4 If any of the services do not conform to contract requirements, the Owner may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects cannot be corrected by re-performance, the Owner may:

40.4.1 Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, and

40.4.2 Reduce the contract price to reflect the reduced value of the services performed.

40.5 If the Contractor fails to promptly perform the services again or to take necessary action to assure future performance in conformity with contract requirements, the Owner may:

40.5.1 By contract or otherwise, perform or have performed the services and charge to the Contractor any cost incurred by the Owner, or

40.5.2 Terminate the contract for default.

Summarized List of Duties Performed
by
Custodial Services

1	Sweep & dust-mop (all hard-surfaced floors & stairs)	Daily
2	Vacuum (carpeted floors)	Daily
3	Damp-mop (all hard-surfaced floors)	Daily
4	Spot-clean (carpeted floors)	Daily as needed
5	Strip, seal & wax (all hard-surfaced floors & stairs)	As scheduled
6	Empty all trash cans (and re-line when necessary)	Daily
7	Clean and restock the restrooms	Numerous times daily
8	Clean telephones	Daily
9	Clean entry glass	Twice daily
10	Dust	Daily
11	Shampoo carpet	As scheduled
12	Police and clean outside & parking lots	Daily
13	Clean outside ash receptacles	Daily
14	Clean Liberty Bell (Municipal Building)	Daily
15	Scrape gum & candy off sidewalks	Daily
16	Spray-buff (hard-surfaced floors)	Weekly
17	Clean flower beds	Daily
18	Dust wood baseboards	Monthly
19	Clean ceilings	As often as needed
20	Spot clean walls	Daily
21	Clean display cases	Daily
22	Clean air vents	Weekly
23	Clean ledges	Weekly
24	Clean window sills	Weekly
25	Set-up meeting rooms	Daily according to schedule provided by user department
26	Clean water fountains	Daily
27	Clean lunchrooms	Twice daily
28	Sweep & damp-mop kitchens	Daily
29	Refill paper dispensers	Daily as often as needed
30	Refill sanitary supplies machines	At least monthly/or as often as needed
31	Clean the elevators	Daily/or more often if needed
32	Clean escalators (Municipal Building)	Daily
33	Clean and disinfect showers (Fleet Services)	Daily
34	Empty recycle containers	Daily
35	Clean door handles, push plates and kick plates	Daily
36	Clean meeting rooms after each meeting (wipe off the tables, vacuum, return dirty dishes to Lunchroom, deodorize the room)	As required/several times daily
37	Restroom walls spot cleaned	Daily
38	Restroom walls thoroughly scrubbed down and disinfected	Quarterly

Miscellaneous Services Provided

Custodial Services

1	Move furniture, boxes, etc. During work hours	As requested
2	Clean refrigerators & stoves (Party Houses only)	As requested or as needed
3	Clean microwave ovens (Party Houses only)	Daily or as needed
4	Give directions to the public	As requested
5	Collect recyclable materials and deposit into bins	Daily
6	Pressure wash east walks the night before City Council meetings. (city hall location, weather permitting)	Evening before meetings

Additional Miscellaneous Services Provided by Custodial Services at Health Department

1	Clean exam tables and side tables after each Clinic Session	As requested
2	Biohazard waste will be taken to lab personnel for autoclaving	As requested
3	Clean Dental Lab	Daily
4	Clean up spills or accidents regarding body fluids, etc.	Daily as needed
5	Clean all laboratory sinks	Daily

Revised Exhibit A
Custodial Services
City of Lubbock, TX

The Contractor having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following pricing 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.

Item	Location	Square Footage (A)	Monthly Contract S.F. Rate (B)	Monthly Contract Total Rate (A X B =)
1.	Municipal Square, 916 Texas Avenue	104,196	$ .0991	$ 10,325.00
2.	Municipal Building, (City Hall) 1625 13th Street	85,167	$ .1066	$ 9,075.00
3.	Health Department, 806 18th Street	5,800	$ .4655	$ 2,700.00
4.	Building Services Maintenance Shop, 405 34th Street	674	$ .2596	$ 175.00
5.	Police Storage (Property Room), 816 Texas Avenue	9,239	$ .0135	$ 125.00
6.	CD, Parks & IT 1611 10th Street	23,430	$ .0790	$ 1,850.00
7.	Fleet Services (Garage). 206 Municipal Drive	5,000	$ .0900	$ 450.00
8.	Solid Waste (Administration), 208 Municipal Drive	4,927	$ .0913	$ 450.00
9.	Municipal Hill (Electric Distribution), 404 Municipal Drive	22,600	$ .1869	$ 4,225.00
10.	Deleted			
11.	Pipeline Maintenance, 406 Municipal Drive	3,344	$ .0374	$ 125.00
12.	Lubbock Business Center, 1301 Broadway	66,733	$ .1113	$ 7,425.00
13.	Land Application, 1 Mile East of Loop 289 on East 19th Street	1,975	$ .1139	$ 225.00
14.	Solid Waste (North Landfill), 17304 North FM 2528	3,551	$ .0986	$ 350.00
15.	Solid Waste (Old Landfill), 6500 North Avenue P	1,032	$ .3391	$ 350.00
16.	Water Treatment Plant, 6001 North Guava	12,050	$ .0788	$ 950.00
17.	Water Reclamation Plant, East 37th & Guava	9,899	$ .0803	$ 795.00

Item	Location	Square Footage (A)	Monthly Contract S.F. Rate (B)	Monthly Contract Rate (A x B =)
17A	Water Reclamation Shop East 37th & Guava	171	$ 2.0468	$ 350.00
18.	Maggie Trejo Supercenter, 3200 Amherst	10,620	$ .0777	$ 825.00
19.	Mae Simmons Community Center, 23rd & Oak	6,533	$ .0804	$ 525.00
20.	Mae Simmons Senior Center, 2004 Oak	2,828	$ .1238	$ 350.00
21.	Lubbock Senior Citizens Center, 2001 19th Street	14,974	$ .0935	$ 1,400.00
22.	Maxey Community Center, 30th & Oxford	4,494	$ .0779	$ 350.00
23.	Hodges Community Center, 4011 University	6,503	$ .0807	$ 525.00
24.	Copper Rawlings, 40th & Avenue B	4,960	$ .0857	$ 425.00
25.	Godeke Library, 6707 Slide Road	18,000	$ .1806	$ 3,250.00
26.	Safety City, 46th & Avenue U	1,566	$ .2235	$ 350.00
27.	Buddy Holly Center, 1801 Avenue G	10,045	$ .0772	$ 775.00
27 A	Allison House 1801 Avg G	996	$ .1255	$ 125.00
28.	Garden & Arts Center, 4215 University	6,732	$ .0780	$ 525.00
29.	Groves Branch Library, 5520 19th Street	10,084	$ .1587	$ 1,600.00
30	Patterson Branch Library, 1836 Parkway	10,084	$ .1587	$ 1,600.00
31.	Tennis Center, 3030 66th Street	1,700	$ .1176	$ 200.00
32.	Traffic Signs & Signals, 202 Municipal Drive	6,202	$ .0524	$ 325.00
33.	Streets/ Radio Shop 530 36th Street	2,900	$ .6897	$ 200.00
34.	Streets / Police 401 34th Street	1,328	$ .1506	$ 200.00
35.	Vector Control 201 N Ash	5,641	$ .0399	$ 225.00
38.	Water Treatment South East 1585	4,441	$ .0507	$ 225.00
40.	Deleted			
41.	LP & L Transformer Shop, 240 Municipal Drive	1,418	$ .1763	$ 250.00

Item	Location	Square Footage (A)	Monthly Contract S.F. Rate (B)	Monthly Contract Rate (A x B =)
42.	Mahon Library 1306 9th	48,926	$ .1737	$ 8,500.00
43.	Silent Wings Museum 6202 N I-H 27	15,305	$ .1682	$ 2,575.00
44.	Animal Shelter 401 Ash	2,275	$ .1538	$ 350.00
45.	Animal Shelter Admin 201 N Ash	5,582	$ .0851	$ 475.00
46.	Cemetery 2011 E 31st	1,527	$ .2292	$ 350.00
47.	LP&L Offices 3500 East Slaton Hwy	1,700	$ .0735	$ 125.00
50.	Streets/Water 2345 50th Street	12,650	$ .0830	$ 1,050.00
	Total Square Footage	580,602		$ 67,620.00
Item	**Location**		**Per Cleaning Rate**	
36.	Lou Stubbs Party House, 36th & Avenue N	1,520	$50.00	
37.	K.N. Clapp Party House, 46th & Avenue U	1,305	$50.00	
39.	Historic St. Paul's on the Plains, 4011 University Avenue	850	$40.00	
Item	**Special Tasks**		**Hourly Rate**	
45.	Emergency Cleanups—Normal Working Hours: 8 am to 5 pm		$17.50	
46.	Emergency Cleanups—After Hours: 5 pm to 8 am		$25.00	
Item	**Special Task**		**Per Task**	
48.	Special Set-ups (Tables and Chairs, etc.)		$17.50 hr	
49.	Lubbock Parking Garage/ Warehouse Floor Cleaning		$17.50 hr	

PAYMENT TERMS AND DISCOUNTS - Unless otherwise indicated, payment terms will be net thirty days. The City will pay the certifying party within thirty days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, 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 describing reasonable work allocable to the tract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

Type	Amount
Worker's Compensation or	**Statutory**
Employers Liability	
Commercial General Liability per Occurrence **Endorsements** - **General Aggregate** - **Products/Op AGG** - **Personal & Adv. Injury** - **Contractual Liability**	**Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.**
Automobile Liability **a. Any Auto**	**Combined single limit for bodily injury and of $500,000 per occurrence or its equivalent**

The City of Lubbock shall be named as additional insured on auto/general liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's and include products of completed operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied. **Copies of all 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 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 & 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. 19.**

Meeting Date: 12/19/2013

Information

Agenda Item

Contract Resolution - Telecommunications: Consider a resoution authorizing the Mayor to execute purchase order contract 33000447 with AT&T Global Services for TelStrat voice recording software and installation and Aura Call Center Manager 6 software and installation.

Item Summary

The TelStrat system is a voice recording system that is used by the City and LP&L for Customer Service training. Aura Call Center Manager 6 is the software used in conjunction with TelStrat to provide management and reports of the system. This purchase will expand the system to include Animal Services, Municipal Court and Water Dispatch.

TelStrat voice recording and Aura Call Center Manager 6 is available from AT&T Global Services through the State of Texas Department of Information Resources (DIR) Information Technology Commodity Purchasing Program, Contract DIR-SDD- 1465. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, andother Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 79 1.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

$1.2 million is appropriated in Capital Improvement Project 92307, Animal Shelter Expansion, with $131,840 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager, Chief Information Officer

Attachments

Resolution & Purchase Order - AT&T

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000447 for the purchase of voice recording software and installation as per DIR-SDD-1465, by and between the City of Lubbock and AT&T Global Services, Inc. of Aurora, Illinois, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.AT&T Global-PurchaseOrd
December 4, 2013

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/04/2013
Order Number 33000447 000 OP
Branch/Plant 3409

TO: AT&T GLOBAL SERVICES INC
PO BOX 8102
AURORA Illinois 60507-8102

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/03/2013 Freight .
Requested 12/03/2013 Taken By D.TORRES
Delivery PER C.CROW/REQ 42834 DIR-SDD-1465

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Avaya Aura Contact Center 6	1.000	58,886.6700	EA	58,886.67	03/31/2014
Software and Installation					
TelStrat Call Recording System	1.000	72,954.0000	EA	72,954.00	03/31/2014
Software and Installation					
				Total Order	
Terms NET DUE ON RECEIPT				131,840.67	

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Automotive Liability- Combined Single limit for Any Auto – $1,000,000	Professional Liability – General Aggregate $1,000,000 Worker's Compensation Amounts- $500,000 or Employer's Liability and/or Occupational Medical and Disabilities.
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on all coverages. To include products of completed operations endorsements. Copies of endorsements are required.	

This purchase order encumbers funds in the amount of $131,840.67 awarded to AT&T Global Services Inc. of Aurora, Illinois, on December 19, 2013. The following is incorporated into and made part of this purchase order by reference: Quote dated November 9, 2013 from by AT&T Global Services and State of Texas Department of Information Resources, Contract DIR-SDD-1465.
Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

City of Lubbock
CS1000 Four Site Upgrade Project
October 21, 2013



AT&T Proposed Projects	Site	*Total Cost excluding tax	Note:
Avaya Aura Contact Center 6	916 Texas	$ 58,886.67	Plus cost of customer provided server
New TelStrat Call Recording Platform	916 Texas	$ 72,954.00	Plus cost of customer provided server
	2 - Project Cost:	$ 131,840.67	

*DIR-SDD-1465 contract pricing with no shipping charges, tax separate if any

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	92307
Capital Project Name:	Animal Shelter Expansion

		Budget
Encumbered/Expended		
Contract #11300 - A/E Fees for Construction	$	56,574
Communication Equipment Servers		11,336
Software Migration AT&T Global Services		4,060
Agenda Items December 19,2013		
AT&T Global Services		131,840
Encumbered/Expended To Date		203,810
Estimated Costs for Remaining Appropriation		
Construction		943,426
Video and Telephone Recording		52,764
Remaining Appropriation		996,190
Total Appropriation	$	1,200,000

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-O0100, September 13, 2012.
$450,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	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

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2012 Tax Supported Revenue CO's	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. 20.**

Meeting Date: 12/19/2013

Information

Agenda Item

Contract Resolution- Radio Shop: Consider a resolution authorizing the Mayor to execute contract 11696 with Dailey & Wells Communications, Inc. for a two-way radio system upgrade.

Item Summary

The terrorist attacks of 9/11 uncovered a major flaw in emergency communications. First responders and emergency personnel could not communicate with each other, because the different agencies involved used proprietary radio systems which were incompatible. This prompted the Federal Communications Commission to adopt a set of standards, known as P25, that allow interoperability between radios from different manufacturers. The FCC mandated that all manufacturers of public safety communications equipment offer P25 compliant systems.

The City of Lubbock currently utilizes a proprietary Enhanced Digital Access Communication System (EDACS) trunked radio system, which was purchased from Ericsson Communications (now Harris Corporation) in 1995. The FCC mandate, combined with the fact that this radio technology has been in existence since the mid-1980s, caused Harris to focus development efforts on its P25 product. As a result, Harris announced that EDACS has reached the end of its life, and they will no longer support the platform after 2016.

This contract is for the 2nd phase of the upgrade of the radio system, which began earlier this year. The upgrade will provide the City with six channels of simulcast transmission, 110 mobile radios, 250 portables units for Police, 200 portables for Fire and 390 portables for Public Works.

The contract period shall be for the period required to manufacture, deliver, implement, and test the two-way radio system.

Dailey Wells Communications, Inc., is the only authorized Harris Corporation Network Solutions provider for system sales, service, and repairs which include; mobiles, portables, control stations, and other EDACS/P25 equipment for agencies operating on this communications system. Consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code Chapter 252.022 (a)(7)(A).

Fiscal Impact

$6,565,000 is appropriated in Capital Improvement Project 92266, Upgrade 800 MHZ Radio System to P25 Compliance, with $3,326,576 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager, Chief Information Officer

Attachments

Resolution & Contract - Dailey Wells

Budget 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. 11696 for second phase of two-way radio system upgrade, by and between the City of Lubbock and Dailey & Wells Communications, Inc., of San Antonio, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Dailey Wells
December 4, 2013

CONTRACT 11696

STATE OF TEXAS

COUNTY OF LUBBOCK

TWO-WAY RADIO SYSTEM UPGRADE CONTRACT

This contract is for the upgrade of the current EDACS trunked radio system and migration to a P25 digital trunked radio system. This contract will become effective upon the concurrence between the City of Lubbock, (City), a municipal corporation, and Dailey and Wells Communications, Inc. (Contractor).

WITNESSETH

WHEREAS, the City requires Contractor to provide the second phase of the P25 trunked radio system upgrade project for the City of Lubbock as described in Exhibit A - Cost Proposal, Exhibit B – Statement of Work and Equipment Detail List (a copy of which is incorporated by reference as if fully set forth), Exhibit C - Insurance Requirements and

WHEREAS, the Contractor is an authorized Harris dealer; and

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

ARTICLE I
TERM

The contract shall be for the period required to manufacture, deliver, implement, and test the second phase of the two-way radio system P25 upgrade. Upon satisfactory implementation, functional testing and acceptance by the City of Lubbock, this system upgrade contract will conclude.

ARTICLE II
COMPENSATION

Contractor shall be paid in accordance with pricing in Exhibit A, attached hereto.

ARTICLE III
TERMINATION

A. General. City may terminate this contract, for any reason, upon Thirty (30) days notice to Contractor in accordance with Article XI of this Contract.

B. Termination and remedies. In the event the Contractor breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy

available to it at law or equity, including without limitation, immediate 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
REPRESENTATIONS AND WARRANTIES

A Existence. Contractor is a corporation duly organized, validly existing, and in good standing in the State of Texas.

B. Corporate Power/Authorization. The Contractor represents that the corporate representative designated to execute this document on the Contractor's behalf has full and complete authority to bind the Contractor, and that he is vested through the corporate Bylaws to enter into this Agreement and to perform its duties under this Agreement. This Contract constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.

ARTICLE V
SCOPE OF WORK

A. General. Contractor responsibilities and City of Lubbock responsibilities are listed in Exhibits A, B and C.

B. Except as provided herein, the Contractor agrees to assign to the CITY any warranty on equipment or software provided by the manufacturer or developer thereof.

C. Contractor agrees to use its best effort to make all equipment in the detailed equipment list available to perform this contract, unless like equipment is substituted by the manufacturer.

ARTICLE VI
INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may arise or accrue against the City as a result of the award of this Contract, to the extent it is caused by the negligence or omission of the Contractor or its employees, or of the subcontractor or assignee or its employees. The Contractor shall, at its own expense, appear defend and pay all costs incurred by the City associated with the Claim, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expenses, satisfy discharge of the same. The Contractor will have no indemnity liability for the negligence or fault of the City. Contractor expressly understands and agrees that any bond, if required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and hold harmless the City as herein provided.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed. The City reserves the right to request the replacement of Project Manager and any other team member that the City fills that is not performing to the level of standards necessary for this project.

ARTICLE VIII
EMPLOYMENT OF AGENTS

Contractor may employ or retain agents, consultants, subcontractors, or third parties, to perform certain duties of Contractor under this Contract, provided that Contractor is in no way relieved of any obligation under this Contract.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

Contractor 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 X
CONFIDENTIALITY

Contractor 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
NOTICE

A. General. Whenever notice from Contractor to City or City to Contractor is required or permitted by this Contract and no other method of notice is provided, such notice shall given by: (1) actual delivery of the written notice to the other party by hand: (2) facsimile, or other reasonable means (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 in the third business day after such notice is so deposited.

B. Contractor's Address. Contractor's addresses and numbers for the purpose of placing this order or change orders:

Attn: Richard Kirian
Director, New Mexico and West Texas Region
Dailey-Wells Communication, Inc.
801 Piedra Vista NE
Albuquerque, New Mexico 86123
Telephone: (505) 453-2029
Facsimile: (505) 292-1943
Toll Free: (888) 311-9832
E-mail: rkirian@DWComm.com

or

Attn: Jim Sawyer
Director of Corporate Sales
Dailey-Wells Communication
3440 E. Houston St.
San Antonio, TX 78219
Telephone: (210) 893-6701
Facsimile: (210) 893-6702
E-mail: jsawyer@DWComm.com

Purchase Orders Should be addressed to:

Order Department
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

All Receivables

Accounts Receivables
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

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

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

D. Assignability. This Agreement may not be assigned by either party without the written consent of the other party.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS 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 effected 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 executed by the Contractor and City.

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

J. 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.

K. 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

_____
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

CONTRACTOR

BY: _____
Authorized Representative

Print Name: Jim Sawyer

Title: Director of Sales

EXHIBIT A
COST PROPOSAL

Dailey Wells Communications is pleased to offer the City of Lubbock the following P25 System Expansion. This expansion is the Second Phase of the EDACS to P25 Migration the City began last year. This expansion will bring the new P25^{IP} Phase 2 Simulcast System up to 12 Channels (22 Talkpaths) capacity. With the installation of the VIDA Interop / Conventional Gateway and the first dispatch console, the expansion will also continue to migrate other older EDACS System components over to the new P25 System.

P25 System Migration - Second Phase Expansion

Included in this Second Phase are the following:

- 6 Channel, P25 Phase 2 Simulcast Control Point Expansion – (Increases System to 12 channels / 22 Talkpaths)
- 6 Channel, MASTR V P25 Phase 2 Simulcast TX Site Expansion for Sunrise Site
- 6 Channel, MASTR V P25 Phase 2 Simulcast TX Site Expansion for Sunset Site
- 28 Port VIDA Interop / Conventional Gateway (Replaces EDACS IMC Conventional Interface)
- 1 Harris P25^{IP} Dispatch Console
- System Spares
- Radios

Terminal Trade-in

As with the City's initial (First Phase) P25 Migration purchase, DWC recognizes the City has invested money in P25 Phase 1 radios, and is providing the City EDACS features and P25 Phase 2 features in the XG-75 portable with the trade in of a P7100 or P5100 radio. DWC is also providing P25 Phase 2 features in the M5300 mobile, with the trade in of a M7100 radio.)

COST PROPOSAL SUMMARY

System Infrastructure Upgrade / Expansion

DESCRIPTION	Qty.	UNIT SALE	EXT. SALE
P25 Control Point Expansion – 6 Channels	1	$ 154,170.00	$ 154,170.00
P25 Simulcast TX Site Expansion – 6 Channels	1	$ 183,418.71	$ 183,418.71
P25 Simulcast TX Site Expansion – 6 Channels	1	$ 183,418.71	$ 183,418.71
TX Antenna System and Combiners	1	$ 26,458.91	$ 26,458.91
VIDA Interop / Conventional Gateway – 28 Ports	1	$ 132,832.26	$ 132,832.26
Infrastructure Spares	1	$ 46,069.43	$ 46,069.43
P25IP Dispatch Console - 1	1	$ 56,345.28	$ 56,345.28
		SUB TOTAL	$ 782,713.29

Terminal Upgrades

DESCRIPTION	Qty.	UNIT SALE	EXT. SALE
M5300 Mobile – Scan Trunk Mount	80	$ 3,163.75	$ 253,100.00
M5300 Mobile – Scan Dash Mount	30	$ 3,137.50	$ 94,125.00
XG-75 Portable, Black - Police Department	250	$ 2,843.75	$ 710,937.50
XG-75 Portable, Yellow - Fire Department	200	$ 3,083.75	$ 616,750.00
XG-25P Portable Radios	390	$ 1,805.00	$ 703,950.00
See note below regarding trade in special.		SUB TOTAL	$ 2,378,862.50

System Services

DESCRIPTION	Qty.	UNIT SALE	EXT. SALE
Staging, Installation ,and Engineering Services	1	$ 165,000.00	$ 165,000.00
		SUB TOTAL	$ 165,000.00
		GRAND TOTAL	**$ 3,326,575.79**

NOTE:

- P25 and P25 Phase II provided with trade-in of existing P5100, P7100 and M7100 radios.
- Radio Programming and Mobile Installations are not included.
- P5100, P7100 and M7100 Trade-in program good for 2 years after receipt of initial (First Phase) P25 Infrastructure order.
- XG-75 Pricing Requires trade-in of P5100 or P7100 portable radio.
- Terminals 2 year warranty
- Terms: Milestone Payments based on Project Schedule
- This quote does not include shipping charges.
- Harris terminals certified for P25 Phase II: P7300, XG-75, XG-25, P5500, XG-100P, M7300, and Unity Mobile.

EXHIBIT B
STATEMENT OF WORK AND
DETAILED EQUIPMENT LIST

Statement of Work

Dailey Wells Communications (DWC) will stage, test, deliver and install the equipment stated in the Equipment List section of this document, with the exception of the Antenna equipment.

An implementation and milestone payment schedule will be worked out between the City and DWC.

Staging

DWC will setup and test the proposed expansion equipment, in San Antonio, as much as possible.

DWC will deliver the equipment to Lubbock and install it in each of the locations designated below.

Municipal Square

DWC responsibility:

- Install and Connect to the existing VIDA Premier NSC the following equipment:
  - VIDA Interop / Conventional Gateway – 28 Ports
  - C3 Maestro / Symphony Dispatch Console – Qty 1

City responsibility:

- Provide a quantity of 1 – 120 Volt, 20 Amp circuit at the location where dispatch console is to be installed.

Sunrise Site

DWC responsibility:

- Install the Simulcast Control Point 6 Channel Expansion and 6 Channel Simulcast Transmit Site Expansion in the Sunrise Shelter. This will include:
  - Installation and configuration of the MASTR V Stations.
  - Cabling to New Combiner.
  - Cabling New Combiner to existing unused TX #2 Coax.
  - Cabling Stations to Receiver Multicoupler.
  - Connection to existing AC Power.
  - Provide the City with the antenna included in the equipment list.

City Responsibility:

- Install Bogner Antenna on the tower.
- Replace the connectors from the new Transmit Antenna to the new combiner with DIN connectors. (The connectors are included in the equipment list.)
- The equipment requires a quantity of 3 – 120 Volt 20 Amp circuits. These will powers the additional transmit site stations.

Sunset Site

DWC responsibility:

- Install a 6 Channel Simulcast Transmit Site Expansion in the Sunset Shelter. This will include:
  - Installation and configuration of the MASTR V Stations
  - Reconfigure and retune existing combiner equipment for use with the new Simulcast Channels.
  - Cabling Stations to existing Combiner
  - Replace the N Connector junction on the combiner with the DIN Connector junction included on the equipment list.
  - Cabling Stations to the existing Receiver Multicoupler
  - Connection to existing AC Power.
  - Provide the City with the antenna, coax, and connectors included in the equipment list.

City Responsibility:

- Have Bogner Antenna installed on Tower.
- Install new TX coax, as provided in the equipment list, for use with the new channels.
- The equipment requires a quantity of 3 – 120 Volt 20 Amp circuits. These will power the additional transmit site stations.

DAILEY-WELLS COMMUNICATIONS, INC.

3440 E. Houston St. San Antonio, TX 78219

To: City of Lubbock
From: Richard Kirian, 505-453-2029, rkirian@dwcomm.com
Date: 11/4/2013

PRODUCT - SYSTEM UPGRADE - SECOND YEAR

ITEM	PART NUMBER	DESCRIPTION	Qnty.	UNIT LIST	DISC. %	UNIT SALE	EXT. SALE
	CONTROL POINT EXPANSION - 6 CHANNELS - 12 TALKPATHS						
1	NS-SG3A	LICENSE,P25 SITE TALKPATH	12	$ 1,000.00	25%	$ 750.00	$ 9,000.00
2	CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	6	$ 3,560.00	25%	$ 2,670.00	$ 16,020.00
3	CP-SG9Q	Feature, Synchronous Simulcast	6	$ 8,350.00	25%	$ 6,262.50	$ 37,575.00
4	CP-SG9R	Feature, P25 Voting	6	$ 12,500.00	25%	$ 9,375.00	$ 56,250.00
5	CP-SG9P	Feature, GPS Timing	6	$ 7,850.00	25%	$ 5,887.50	$ 35,325.00
					SUBTOTAL		**$ 154,170.00**
	P25 TX SITE 1 EXPANSION - 6 CHANNELS - 12 TALKPATHS						
1	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
2	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
3	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
4	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
5	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
6	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
7	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
8	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
9	SV-CL2E	Cable,Xconnect-Baseband Shelf #2	1	$ 250.00	25%	$ 187.50	$ 187.50
10	SV-CL9Y	Kit,Cable,Ch #7,8,15,16,23,24 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
11	SV-CL2A	Cable Assembly RF,RG223,BNC/SMA,3ft	1	$ 100.00	25%	$ 75.00	$ 75.00
12	VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	5%	$ 355.75	$ 355.75
13	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
14	VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	5%	$ 84.24	$ 84.24
15	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
16	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
17	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
18	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
19	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
20	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
21	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
22	SV-CL9Y	Kit,Cable,Ch #7,8,15,16,23,24 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
23	MASV-XXXXX	MASTR V,Dummy Model Number	1	$ 0.01	25%	$ 0.01	$ 0.01
24	MASV-NMR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$ 2,212.50
25	SV-ZN9L	Panel,Splitter, Expansion Cabinet	1	$ 500.00	25%	$ 375.00	$ 375.00
26	SV-CK1K	Cable,Freq ref,Cabinet to Cabinet,16 Ft	1	$ 200.00	25%	$ 150.00	$ 150.00
27	SV-CL2F	Cables,Xconnect-Xconnect	1	$ 500.00	25%	$ 375.00	$ 375.00
28	SV-CL2V	Cable,RF,RG223,BNC/SMA,20ft	2	$ 185.00	25%	$ 138.75	$ 277.50
29	SV-CK1K	Cable,Freq ref,Cabinet to Cabinet,16 Ft	1	$ 200.00	25%	$ 150.00	$ 150.00
30	SV-ZN9L	Panel,Splitter, Expansion Cabinet	1	$ 500.00	25%	$ 375.00	$ 375.00
31	MASV-NPS9T	Power Supply,120VAC,60Hz,12/24VDC	1	$ 935.00	25%	$ 701.25	$ 701.25
32	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
33	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
34	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
35	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
36	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
37	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
38	SV-RB3B	Power Supply Shelf,1st Position	1	$ 800.00	25%	$ 600.00	$ 600.00
39	SV-CA5J	CABLE,DC POWER,48 IN	1	$ 100.00	25%	$ 75.00	$ 75.00
40	SV-DW1B	Drawings,IP Simulcast/P25 Trunked	1	$ 0.01	25%	$ 0.01	$ 0.01
41	SV-RB3G	Shelf,14-Slot,Open Rack	1	$ 7,500.00	25%	$ 5,625.00	$ 5,625.00
42	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
43	MASV-NZN8S	Fan Tray,MASTR V	1	$ 500.00	25%	$ 375.00	$ 375.00
44	SV-ZN9K	PANEL,XCONNECT,MASTR V	1	$ 1,200.00	25%	$ 900.00	$ 900.00
45	SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$ 260.00	25%	$ 195.00	$ 195.00
46	SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
47	SV-CL2B	Cable,Splitter-Baseband #1	1	$ 110.00	25%	$ 82.50	$ 82.50
48	SV-MN9S	Panel,Blank,1 RU	1	$ 40.00	25%	$ 30.00	$ 30.00
49	MASV-NMA6Q	Grounding Shim,28RU	1	$ 85.00	25%	$ 63.75	$ 63.75
50	MASV-NCN7R	Power Strip,110VAC,2X20A Brkr,2-Cbl,6Pos	2	$ 400.00	25%	$ 300.00	$ 600.00
51	MASV-NCN1Z	Outlet Strip,110 VAC,UL Recognized	1	$ 160.00	25%	$ 120.00	$ 120.00
52	SV-CL9T	Cable,Switch-Switch	1	$ 30.00	25%	$ 22.50	$ 22.50
53	MASV-NZN8T	Expansion Multicoupler,700/800,Cab 2	1	$ 1,750.00	25%	$ 1,312.50	$ 1,312.50

54	VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	5%	$ 355.75	$ 355.75
55	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
56	VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	5%	$ 84.24	$ 84.24
57	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
58	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
59	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
60	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
61	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
62	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
63	SV-RB3A	Power Supply Shelf,2nd Position	1	$ 800.00	25%	$ 600.00	$ 600.00
64	SV-CA5J	CABLE,DC POWER,48 IN	1	$ 100.00	25%	$ 75.00	$ 75.00
65	SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
66	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
67	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
68	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
69	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
70	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
71	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
72	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
73	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
74	SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$ 260.00	25%	$ 195.00	$ 195.00
75	SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
76	SV-CL2C	Cable,Splitter-Baseband #2	1	$ 100.00	25%	$ 75.00	$ 75.00
77	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
78	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
79	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
80	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
81	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
82	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
83	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
84	SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
					SUBTOTAL		**$ 183,418.71**
	P25 TX SITE 2 EXPANSION - 6 CHANNELS - 12 TALKPATHS						
1	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
2	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
3	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
4	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
5	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
6	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
7	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
8	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
9	SV-CL2E	Cable,Xconnect-Baseband Shelf #2	1	$ 250.00	25%	$ 187.50	$ 187.50
10	SV-CL9Y	Kit,Cable,Ch #7,8,15,16,23,24 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
11	SV-CL2A	Cable Assembly RF,RG223,BNC/SMA,3ft	1	$ 100.00	25%	$ 75.00	$ 75.00
12	VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	5%	$ 355.75	$ 355.75
13	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
14	VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	5%	$ 84.24	$ 84.24
15	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
16	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
17	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
18	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
19	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
20	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
21	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
22	SV-CL9Y	Kit,Cable,Ch #7,8,15,16,23,24 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
23	MASV-XXXXX	MASTR V,Dummy Model Number	1	$ 0.01	25%	$ 0.01	$ 0.01
24	MASV-NMR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$ 2,212.50
25	SV-ZN9L	Panel,Splitter, Expansion Cabinet	1	$ 500.00	25%	$ 375.00	$ 375.00
26	SV-CK1K	Cable,Freq ref,Cabinet to Cabinet,16 Ft	1	$ 200.00	25%	$ 150.00	$ 150.00
27	SV-CL2F	Cables,Xconnect-Xconnect	1	$ 500.00	25%	$ 375.00	$ 375.00
28	SV-CL2V	Cable,RF,RG223,BNC/SMA,20ft	2	$ 185.00	25%	$ 138.75	$ 277.50
29	SV-CK1K	Cable,Freq ref,Cabinet to Cabinet,16 Ft	1	$ 200.00	25%	$ 150.00	$ 150.00
30	SV-ZN9L	Panel,Splitter, Expansion Cabinet	1	$ 500.00	25%	$ 375.00	$ 375.00
31	MASV-NPS9T	Power Supply,120VAC,60Hz,12/24VDC	1	$ 935.00	25%	$ 701.25	$ 701.25
32	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
33	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
34	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
35	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
36	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
37	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
38	SV-RB3B	Power Supply Shelf,1st Position	1	$ 800.00	25%	$ 600.00	$ 600.00
39	SV-CA5J	CABLE,DC POWER,48 IN	1	$ 100.00	25%	$ 75.00	$ 75.00
40	SV-DW1B	Drawings,IP Simulcast/P25 Trunked	1	$ 0.01	25%	$ 0.01	$ 0.01

41	SV-RB3G	Shelf,14-Slot,Open Rack	1	$ 7,500.00	25%	$ 5,625.00	$ 5,625.00
42	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
43	MASV-NZN8S	Fan Tray,MASTR V	1	$ 500.00	25%	$ 375.00	$ 375.00
44	SV-ZN9K	PANEL,XCONNECT,MASTR V	1	$ 1,200.00	25%	$ 900.00	$ 900.00
45	SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$ 260.00	25%	$ 195.00	$ 195.00
46	SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
47	SV-CL2B	Cable,Splitter-Baseband #1	1	$ 110.00	25%	$ 82.50	$ 82.50
48	SV-MN9S	Panel,Blank,1 RU	1	$ 40.00	25%	$ 30.00	$ 30.00
49	MASV-NMA6Q	Grounding Shim,28RU	1	$ 85.00	25%	$ 63.75	$ 63.75
50	MASV-NCN7R	Power Strip,110VAC,2X20A Brkr,2-Cbl,6Pos	2	$ 400.00	25%	$ 300.00	$ 600.00
51	MASV-NCN1Z	Outlet Strip,110 VAC,UL Recognized	1	$ 160.00	25%	$ 120.00	$ 120.00
52	SV-CL9T	Cable,Switch-Switch	1	$ 30.00	25%	$ 22.50	$ 22.50
53	MASV-NZN8T	Expansion Multicoupler,700/800,Cab 2	1	$ 1,750.00	25%	$ 1,312.50	$ 1,312.50
54	VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	5%	$ 355.75	$ 355.75
55	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
56	VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	5%	$ 84.24	$ 84.24
57	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
58	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
59	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
60	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
61	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
62	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
63	SV-RB3A	Power Supply Shelf,2nd Position	1	$ 800.00	25%	$ 600.00	$ 600.00
64	SV-CA5J	CABLE,DC POWER,48 IN	1	$ 100.00	25%	$ 75.00	$ 75.00
65	SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
66	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
67	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
68	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
69	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
70	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
71	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
72	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
73	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
74	SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$ 260.00	25%	$ 195.00	$ 195.00
75	SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
76	SV-CL2C	Cable,Splitter-Baseband #2	1	$ 100.00	25%	$ 75.00	$ 75.00
77	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
78	MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 9,500.00	25%	$ 7,125.00	$ 7,125.00
79	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
80	SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
81	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
82	SV-SP2U	Programming,IP Simulcast	1	$ 0.01	25%	$ 0.01	$ 0.01
83	SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
84	SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
					SUBTOTAL		**$ 183,418.71**
	TX ANTENNA AND COMBINER - (UP TO 6 CHANNELS)						
1	BMR10S-O-B1	ANTENNA, 763-869 MHZ, 10 DBD, OMNI, DIN	2	$ 5,092.50	10%	$ 4,583.25	$ 9,166.50
2	DSCC85-06D	Combiner,851-869 MHz,6 Channel	1	$ 13,050.00	10%	$ 11,745.00	$ 11,745.00
3	DB806FDIN-2	2-WAY 8062F DIN Junction	1	$ 340.00	10%	$ 306.00	$ 306.00
4	DB8882AD1000	Power Sensor, 800 MHz DIN	2	$ 395.00	10%	$ 355.50	$ 711.00
5	RFD-1652-2	Right Angle DIN Adapter	2	$ 145.00	10%	$ 130.50	$ 261.00
6	XE-014893-001	TAPE,VAPOR-WRAP,3 In,50 FT ROLL	2	$ 100.00	10%	$ 90.00	$ 180.00
7	L4A-DMDM-6-P	CABLE,6FT,DM/DM, 1/2' Jumper	2	$ 74.43	10%	$ 66.99	$ 133.98
8	AL7DF-PS	1 5/8" Connector,Din Female	4	$ 156.92	10%	$ 141.23	$ 564.92
9	TSX-DFM-P2_BF	Surge Protector, Coaxial DIN(M) - DIN(F)	2	$ 84.62	10%	$ 76.15	$ 152.31
10	811026-001	Cable,Coax,SCF12-50J	240	$ 5.00	10%	$ 4.50	$ 1,080.00
11	NM-SCF12-071	Connector,NM For 1/2in Coax,Right Angle	10	$ 105.00	10%	$ 94.50	$ 945.00
12	NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	10	$ 40.00	10%	$ 36.00	$ 360.00
13	SCF14-50J	Cable,1/4in Foam-Dielectric Coaxial	100	$ 5.00	10%	$ 4.50	$ 450.00
14	J95-0026-001	CONN BNC (M), 1/4" CORREGATED COAX	4	$ 112.00	10%	$ 100.80	$ 403.20
					SUBTOTAL		**$ 26,458.91**
	VIDA INTEROPERABILITY GATEWAY						
1	NS-SG3N	LICENSE,NETWORK FIRST APPLICATION	1	$ 20,000.00	25%	$ 15,000.00	$ 15,000.00
2	NS-SG3P	LICENSE,NETWORK FIRST SITE	1	$ 2,500.00	25%	$ 1,875.00	$ 1,875.00
3	NS-SG3Q	LICENSE,NETWORK FIRST TALKPATH	28	$ 500.00	25%	$ 375.00	$ 10,500.00
4	MANG-GTWY	System Equipment,Interop Gateway	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
5	MANG-SN5M	SERVICE,QUAD MODE VOCODER LICENSE	28	$ 30.00	25%	$ 22.50	$ 630.00
6	MANG-NFW2A	Software,UAC GWB	1	$ 340.00	25%	$ 255.00	$ 255.00
7	MANG-4DVUS	Chassis,4-Slot Interoperability Gateway	3	$ 15,750.00	25%	$ 11,812.50	$ 35,437.50
8	MANG-NMN2U	Bracket Kit, Interoperability Gateway	1	$ 62.00	25%	$ 46.50	$ 46.50
9	MANG-NPS2J	Power Supply,AC,4-Slot Gateway Chassis	6	$ 2,050.00	25%	$ 1,537.50	$ 9,225.00
10	MANG-NAA3E	Module,DVU,UAC,Interoperability Gateway	7	$ 9,950.00	25%	$ 7,462.50	$ 52,237.50

11	MANG-NCL8S	Cable,Ethernet,6ft	7	$ 27.00	25%	$ 20.25	$ 141.75
12	MANG-NCA3L	Cable,Audio,4-Slot Chassis GWB,10ft	28	$ 49.00	25%	$ 36.75	$ 1,029.00
13	MANG-MN2A	Panel,Filler	5	$ 155.00	25%	$ 116.25	$ 581.25
14	VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	5%	$ 355.75	$ 355.75
15	VS-CR32	ROUTER,1921,AC,NO ENCRYPTION,CISCO	1	$ 1,625.25	5%	$ 1,543.99	$ 1,543.99
16	VS-MN3E	KIT,MOUNTING HARDWARE,1921 ROUTER	1	$ 65.72	5%	$ 62.43	$ 62.43
17	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
18	VSMA6N	KIT,MTG HDWR,CISCO 2960 MASTR III/V CAB	1	$ 75.00	5%	$ 71.25	$ 71.25
19	MAMM-200NG	Manual,Instal,4-Slot,Intrperabilty Gtwy	1	$ 65.00	10%	$ 58.50	$ 58.50
					SUBTOTAL		**$ 132,832.26**
	EQUIPMENT SPARES						
1	MASV-800M1	Station,MASTR V,P25T,800 MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
2	SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
3	MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
4	SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
5	VSCU3H	Switch,Cisco 2960	1	$ 1,454.57	5%	$ 1,381.84	$ 1,381.84
6	VSCR12	Router,2921,AC,Security,w/Ether Switch	1	$ 10,230.36	5%	$ 9,718.84	$ 9,718.84
7	SC-MD7A	Network Sentry,IP Simulcast	1	$ 15,000.00	5%	$ 14,250.00	$ 14,250.00
					SUBTOTAL		**$ 46,069.43**
	DISPATCH CONSOLE EQUIPMENT						
1	VS-CR32	ROUTER,1921,AC,NO ENCRYPTION,CISCO	2	$ 1,625.25	5%	$ 1,543.99	$ 3,087.98
2	VS-MN3E	KIT,MOUNTING HARDWARE,1921 ROUTER	2	$ 65.72	5%	$ 62.43	$ 124.87
3	VSCU3H	Switch,Cisco 2960	2	$ 1,454.57	5%	$ 1,381.84	$ 2,763.68
4	VSMA6N	KIT,MTG HDWR,CISCO 2960	2	$ 75.00	5%	$ 71.25	$ 142.50
5	CM-022218-E4M001W7	CONSOLE SYSTEM W/ENC - WIN7	1	$ 58,950.00	25%	$ 44,212.50	$ 44,212.50
6	CM-022218-001400	Feature Licenses Kit	1	$ 100.00	25%	$ 75.00	$ 75.00
7	CM-022218-000220	Monitor,20in Touch Capable	1	$ 2,075.00	5%	$ 1,971.25	$ 1,971.25
8	14017-0100-01	Speaker, Nano	2	$ 425.00	25%	$ 318.75	$ 637.50
9	CM-022218-000127	Jack Box,6 Wire Headset	2	$ 550.00	25%	$ 412.50	$ 825.00
10	2C-CM22218-0601	Footswitch,Dual	1	$ 495.00	25%	$ 371.25	$ 371.25
11	2C-CM22218-0400	Microphone,Desktop	1	$ 245.00	25%	$ 183.75	$ 183.75
12	CM-022218-001101	License,Vocoder	1	$ 100.00	25%	$ 75.00	$ 75.00
13	NS-SG3L	LICENSE,CONSOLE	1	$ 1,000.00	25%	$ 750.00	$ 750.00
14	NS-SG3M	LICENSE,CONSOLE TALKPATH	6	$ 250.00	25%	$ 187.50	$ 1,125.00
					SUBTOTAL		**$ 56,345.28**
	SERVICES						
1	SERVICES	Engineer, Stage, and Install System Expansion	1	$ 165,000.00	0%	$ 165,000.00	$ 165,000.00
					SUBTOTAL		**$ 165,000.00**
	POLICE AND FIRE DEPARTMENT MOBILE RADIOS						
		M5300 SCAN TRUNK MOUNT					
1	MAHK-S8MEX	Mobile,M5300,800MHz,EDACS Utility	80	$ 2,375.00	25%	$ 1,781.25	$ 142,500.00
2	MAHK-PKUPT	Feature,Upgrade to P25 Trunking	80	$ 750.00	25%	$ 562.50	$ 45,000.00
3	HK-PL4F	Feature, P25 Phase 2, TDMA	80	n/c	25%	n/c	n/c
4	HK-PL4U	Feature, Single-Key DES Encryption	80	n/c	25%	n/c	n/c
5	MAHK-NPL7Z	Feature,512 Systems/Groups	80	n/c	25%	n/c	n/c
6	MAHK-NCP9E	Control Unit,CH721,Scan,Remote Mount	80	$ 720.00	25%	$ 540.00	$ 43,200.00
7	MAHK-NZN7R	Accessories,Remote Mount	80	$ 360.00	25%	$ 90.00	$ 7,200.00
8	MAHK-NMC7Z	Microphone,Standard,CH721 Control Unit	80	$ 80.00	25%	$ 60.00	$ 4,800.00
9	AN-225001-004	Antenna,Element,700/800 2dB Low ProFile	80	$ 60.00	25%	$ 45.00	$ 3,600.00
10	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	80	$ 80.00	25%	$ 60.00	$ 4,800.00
11	FREIGHT	Freight from San Antonio, Texas	80	$ 25.00	0%	$ 25.00	$ 2,000.00
					SUBTOTAL		**$ 253,100.00**
		M5300 SCAN DASH MOUNT					
1	MAHK-S8MEX	Mobile,M5300,800MHz,EDACS Utility	30	$ 2,375.00	25%	$ 1,781.25	$ 53,437.50
2	MAHK-PKUPT	Feature,Upgrade to P25 Trunking	30	$ 750.00	25%	$ 562.50	$ 16,875.00
3	HK-PL4F	Feature, P25 Phase 2, TDMA	30	n/c	25%	n/c	n/c
4	HK-PL4U	Feature, Single-Key DES Encryption	30	n/c	25%	n/c	n/c
5	MAHK-NPL7Z	Feature,512 Systems/Groups	30	n/c	25%	n/c	n/c
6	MAHK-NCP9G	Control Unit,CH721,Scan,Front Mount	30	$ 685.00	25%	$ 513.75	$ 15,412.50
7	MAHK-NZN6W	Accessories,Front Mount	30	$ 235.00	25%	$ 90.00	$ 2,700.00
8	MAHK-NMC7Z	Microphone,Standard,CH721 Control Unit	30	$ 80.00	25%	$ 60.00	$ 1,800.00
9	AN-225001-004	Antenna,Element,700/800 2dB Low ProFile	30	$ 60.00	25%	$ 45.00	$ 1,350.00
10	AN-125001-002	Antenna,Base,Standard Roof Mnt Low Loss	30	$ 80.00	25%	$ 60.00	$ 1,800.00
11	FREIGHT	Freight from San Antonio, Texas	30	$ 25.00	0%	$ 25.00	$ 750.00
					SUBTOTAL		**$ 94,125.00**
	POLICE DEPARTMENT PORTABLE RADIOS - BLACK						
		XG-75 SYSTEM PORTABLE RADIOS					
1	EVXG-PF78B	Portable,XG-75,764-870 MHz, System, Blk-Gry	250	$ 2,170.00	25%	$ 1,627.50	$ 406,875.00

2	MAEV-PKGPT	Feature Package,P25 Trunking	250	$ 1,100.00	25%	$ 825.00	$ 206,250.00
3	MAEV-PKGED	Feature Package,EDACS Trunking	250	n/c	25%	n/c	n/c
4	EVXG-NPL4F	Feature, P25 PHASE 2 TDMA	250	n/c	25%	n/c	n/c
5	EV-PL4U	Feature, Single-Key DES Encryption	250	n/c	25%	n/c	n/c
6	MAEV-NPL3R	Feature,Max(1024+) System/Groups	250	n/c	25%	n/c	n/c
7	MAEV-PA2U	Battery,Li-Polymer,3600 mAH	250	$ 140.00	25%	$ 105.00	$ 26,250.00
8	MAEV-NNC5X	Antenna,764-870MHz,1/4 Wave Whip	250	$ 40.00	25%	$ 30.00	$ 7,500.00
9	MAEV-NAE9D	Speaker Microphone	250	$ 135.00	25%	$ 101.25	$ 25,312.50
10	MAEV-NHC2C	Case,Leather,w/Belt Loop,P7300	250	$ 60.00	25%	$ 45.00	$ 11,250.00
11	MAEV-NCH9T	Charger,Single,Tri-Chem	250	$ 120.00	25%	$ 90.00	$ 22,500.00
12	FREIGHT	Freight from San Antonio, Texas	250	$ 20.00	0%	$ 20.00	$ 5,000.00
					SUBTOTAL		**$ 710,937.50**
	FIRE DEPARTMENT PORTABLE RADIOS - YELLOW						
		XG-75 SYSTEM PORTABLE RADIOS					
1	EVXG-PF78Y	Portable,XG-75,764-870MHz, System, Blk-Yel	200	$ 2,205.00	25%	$ 1,653.75	$ 330,750.00
2	MAEV-PKGPT	Feature Package,P25 Trunking	200	$ 1,100.00	25%	$ 825.00	$ 165,000.00
3	MAEV-PKGED	Feature Package,EDACS Trunking	200	n/c	25%	n/c	n/c
4	MAEV-NPL3R	Feature,Max(1024+) System/Groups	200	n/c	25%	n/c	n/c
5	EVXG-NPL4F	Feature, P25 PHASE 2 TDMA	200	n/c	25%	n/c	n/c
6	EV-PL4U	Feature, Single-Key DES Encryption	200	n/c	25%	n/c	n/c
7	MAEV-PKGMR	Option,Immersible Radio Operation	200	$ 240.00	25%	$ 180.00	$ 36,000.00
8	MAEV-NPA2A	IS Cert Radio,NiMh Battery,FM	200	$ 185.00	25%	$ 138.75	$ 27,750.00
9	MAEV-NNC5X	Antenna,764-870MHz,1/4 Wave Whip	200	$ 40.00	25%	$ 30.00	$ 6,000.00
10	MAEV-NAE9D	Speaker Microphone	200	$ 135.00	25%	$ 101.25	$ 20,250.00
11	MAEV-NHC2C	Case,Leather,w/Belt Loop,P7300	200	$ 60.00	25%	$ 45.00	$ 9,000.00
12	MAEV-NCH9T	Charger,Single,Tri-Chem	200	$ 120.00	25%	$ 90.00	$ 18,000.00
13	FREIGHT	Freight from San Antonio, Texas	200	$ 20.00	0%	$ 20.00	$ 4,000.00
					SUBTOTAL		**$ 616,750.00**
	PORTABLE RADIOS - XG-25P						
		XG-25P PORTABLE RADIO					
1	DPXG-PB78B	Portable,XG-25P,764-870MHz,Scan	390	$ 1,100.00	25%	$ 825.00	$ 321,750.00
2	DP-PL7Z	Feature,512 Systems/Groups	390	no charge	25%	n/c	n/c
3	DP-PL4U	Feature, Single-Key DES Encryption	390	no charge	25%	n/c	n/c
4	DP-PKGPT	Feature Package,P25 Trunking	390	$ 750.00	25%	$ 562.50	$ 219,375.00
5	DP-PL4F	Feature,P25 Phase 2, TDMA	390	$ 250.00	25%	$ 187.50	$ 73,125.00
6	DP-PA9Y	Battery,Li-Ion,2000mAH	390	$ 100.00	25%	$ 75.00	$ 29,250.00
7	DP-NC5X	Antenna,764-870MHz,1/4 Wave Whip	390	$ 40.00	25%	$ 30.00	$ 11,700.00
8	DP-HC7P	Belt Clip,Metal	390	$ 20.00	25%	$ 15.00	$ 5,850.00
9	DP-CH4G	Charger, single unit, Tri-chemistry	390	$ 120.00	25%	$ 90.00	$ 35,100.00
10	FREIGHT	Freight from San Antonio, Texas	390	$ 20.00	0%	$ 20.00	$ 7,800.00
					SUBTOTAL		**$ 703,950.00**
	TOTAL SYSTEM EXPANSION, SPARES, CONSOLE, SERVICES, AND USER EQUIPMENT						**$ 3,326,575.79**

EXHIBIT C
INSURANCE REQUIREMENTS

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 coverage's, 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 coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

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

TYPE	**AMOUNT**
General Liability	
General Aggregate	**$1,000,000**
Product-Comp/Op Agg	
Contractual Liability	
Automotive Liability	
Combined Single Limit	**$1,000,000**
Any Auto	
Workers Compensation	**Statutory Amounts**
Or	
Employer's Liability or Occupational Medical & Disability	**$500,000**

The City of Lubbock shall be named as additional insured on General Liability with a waiver of subrogation in favor of the City on all coverage's.

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 coverage's, 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 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 & Contract Management

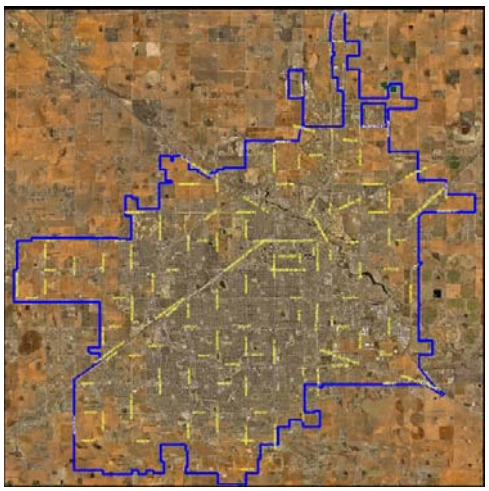
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
December 19, 2013

Capital Project Number:	92266
Capital Project Name:	Upgrade 800 MHZ Radio System to P25 Compliance

	Budget
Encumbered/Expended	
City of Lubbock Staff	$ 1,158
Communication Equipment	2,833,973
Agenda Items December 19,2013	
Dailey Wells Communications, Inc.	3,326,576
Encumbered/Expended To Date	6,161,707
Estimated Costs for Remaining Appropriation	
Radio Upgrade	403,293
Remaining Appropriation	403,293
Total Appropriation	$ 6,565,000



Managing Department **Radio Shop**

Project Manager **Jack Morrison**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope
Upgrade the City radio system to P25 compliance.
Phase 1 - Estimated cost $2,825,000
Phase 1 consists of adding a primary network server switch, a regional site manager server, a 16 port EDACs Internet Protocol (IP) gateway, three 700 MHZ master V channels (to help receive grants from the State for interoperability), replacing 565 non-P25 compliant radios with P25 compliant radios and upgrading 273 radios to P25 compliance.

Phase 2 - Estimated cost $3,490,000
Phase 2 consists of adding a backup network server switch, five C3 radio dispatch consoles, five 800 MHZ master V channels to the west tower, five master V channels to the primary site, changing 505 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

Phase 3 - Estimated cost $3,400,000
Phase 3 consists of adding six C3 radio dispatch consoles, four master V channels at the west tower, four master V channels at the primary site, adding a P25 ISSI gateway, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

Phase 4: Estimated cost $3,335,000
Phase 4 consists of adding six C3 radio dispatch consoles, ten master V channels to the primary site, four master V channels to the west tower, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

An additional cost of $2,000,000 to check, and upgrade if necessary, coverage in downtown buildings, hospitals, and other large buildings so that police, fire, Sheriff's Office, and EMS personnel have the ability to communicate to dispatch centers.

Project 25 (P25) is an industry-wide effort to develop a voluntary standard for uniform digital two-way radio for public safety organizations. P25 Standards are a benchmark in Public Safety Radio Communications for First Responders. P25 is defined in the published ANSI/TIA102 documents enabling migration from today's radio systems to desired levels of interoperability directly impacting first responders.

The events in the United States and around the world since September 11, 2001 have spurred popular interest in Public Safety communications interoperability. Growing concern has driven many country's governments - including the US Federal Government - to reorganize to create focused positions to address Homeland Security. Long before these events, Public Safety and the land-mobile radio industry created an interoperability solution. Published by TIA and approved by Federal, State/Province and Local Public Safety users, the P25 standards enable a feature-rich, scalable digital radio technology. The availability of radio equipment compliant to P25 standards is now providing a basis for conventional radio communications interoperability that is necessary for First Responders.

The P25 standard has been adopted by the National Telecommunications and Information Administration (NTIA), which manages spectrum for the federal government. In addition, NTIA also specified use of P25 narrow band by the year 2005 for the VHF Hi bands (162-174 MHz), and by 2008 for all other bands. Many US government agencies (e.g. Treasury, Interior, Departments of Defense (DoD) and Justice) have specified P25 for procurements of new radio communications systems and equipment.

P25 compatibility has become a significant purchasing factor for users of state and local public safety and public service radio communication systems. As state and local Public Safety users change or upgrade their existing analog systems to comply with new FCC regulated bandwidths, demand for P25 compliant digital public safety systems increases. This is partly due to the ability of P25 systems to be configured for compatibility with older analog mobile and portable radios, allowing adopters of the P25 standard to purchase new

system equipment without replacing all of their subscriber radios.

At this time, this system has not been designed, and costs are estimated. Additionally, it is assumed that this technology will be a requirement at some point in the future. As guidelines are provided, these costs and time lines will change.

Project Justification

Homeland Security, the State of Texas, and Federal Communications are pushing for all radio systems to be P25 compliant and interoperable. This requires that 800 MHZ radios from any manufacturer must work on any radio system. If the city is to continue receiving federal and state grants then our radio system must be upgraded to meet the required standards.
The City's radio system is analog and 15 years old. To meet state and federal requests, all channels and radios on the City's system must be replaced to comply.

Project History

$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$2,825,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$3,490,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Design and Engineering	250,000	0	0	0	0	0	0	250,000
Other Activites	2,825,000	3,490,000	3,400,000	3,335,000	0	0	0	13,050,000
Total Project Appropriation	3,075,000	3,490,000	3,400,000	3,335,000	0	0	0	13,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2013 10-Year Certificates of Obligation	2,825,000	0	0	0	0	0	0	2,825,000
FY 2014 10-Year Certificates of Obligation	0	3,490,000	0	0	0	0	0	3,490,000
FY 2015 10-Year Certificates of Obligation	0	0	3,400,000	0	0	0	0	3,400,000
FY 2016 10-Year Certificates of Obligation	0	0	0	3,335,000	0	0	0	3,335,000
General Capital Project Fund	27,565	0	0	0	0	0	0	27,565
Radio Shop Fund Pay-As-You-Go	222,435	0	0	0	0	0	0	222,435
Total Funding Sources	3,075,000	3,490,000	3,400,000	3,335,000	0	0	0	13,300,000

Regular City Council Meeting **5. 21.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the filing of a grant application in the amount of $25,170 in response to a Request for Applications from the South Plains Association of Governments (SPAG) and the Texas Commission on Environmental Quality (TCEQ) for fiscal year 2014-15 Regional Solid Waste Grants Program. The grant application requests $25,170 to purchase three bumper pull dump trailers for use at the Citizen Convenenice Drop-off Stations and the Landfill for the collection of used vehicle tires.

Item Summary

House Bill 3072 mandates that the TCEQ return to local governments a portion of the State per ton surcharge of $1.25. The funds are apportioned to the Council of Governments based on a formula that includes, but is not limited to, population, need, and number of counties in the Council of Governments area. The Council of Governments then conducts a competitive grant application process to address the needs of their specific region. In recent years, the State has decreased the set-aside amount that are apportioned to the Council of Governments. This year, SPAG has $120,000 available for pass-through implementation projects. The $25,170 grant application is for the purchase of equipment that will be used for the collection of used vehicle tires. Waste tires continue to be an illegal dumping issue and often end up in the City dumpsters. The three bumper pull dump trailers will allow the department to expand this service and properly collect and store waste tires at the two new Drop-off stations and the West Texas Regional Disposal Facility. Per State and Federal regulations whole waste tires cannot be landfilled. The tires collected from all Solid Waste facilities are properly disposed either through a local vendor or the landfill uses equipment to shred and then landfill the tire quarters.

Fiscal Impact

Operating and maintenance cost for this service is included in the department operating budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager, Community Services

Attachments

Resolution - Solid Waste Grant

Application for Solid Waste Grant

RESOLUTION

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF LUBBOCK IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF LUBBOCK WILL COMPLETELY COMPLY WITH THE GRANT REQUIREMENTS OF THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS; THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the South Plains Association of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the City of Lubbock in the State of Texas is qualified to apply for grant funds under the Request of Applications; NOW THEREFORE:

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

1. THAT the City Manager of the City of Lubbock is hereby authorized and directed to request FY2014-2015 grant funding under the South Plains Association of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Lubbock in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2. THAT if the project is funded, the City of Lubbock will comply with the grant requirements of the South Plains Association of Governments, the Texas Commission on Environmental Quality and the State of Texas.

3. THAT the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. THAT activities will comply with and support the regional and local solid waste management plans adopted for the geographical area in which the activities ware performed.

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/RES.SPAG-Grant App
November 26, 2013

South Plains Association of Governments

FY 2014/2015 REGIONAL SOLID WASTE GRANTS PROGRAM

FORM 1. APPLICATION INFORMATION AND SIGNATURE PAGE

Applicant: City of Lubbock	Funding Amount Proposed: $ 25,170
Address: Solid Waste Services P.O. Box 2000, Lubbock, Texas 79457	Phone/Fax: Ph: 806-775-2481 Fx: 806-775-3013
Contact Person: Penny Morin	Date Submitted: 12-4-2013

Project Category

- ☐ Local Enforcement
- ☐ Litter and Illegal Dumping Cleanup and Community Collection Events
- ☒ Source Reduction and Recycling
- ☐ Local Solid Waste Management Plans
- ☐ Citizens' Collection Stations and "Small" Registered Transfer Stations
- ☐ Household Hazardous Waste (HHW) Management
- ☐ Technical Studies
- ☐ Educational and Training Projects
- ☒ Other projects to include scrap tires *(must be reviewed and authorized by the COG prior to application deadline)*

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

Signature: Penny Morin	Title: Solid Waste Collection Manager
Typed/Printed Name: Penny Morin	Date Signed: 11-26-2013

FOR USE BY South Plains Association of Governments

Date application was received: _____

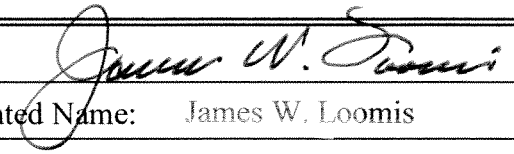
Does the application meet all of the required screening criteria: _____ Yes _____ No

Is the application administratively complete: _____ Yes _____ No

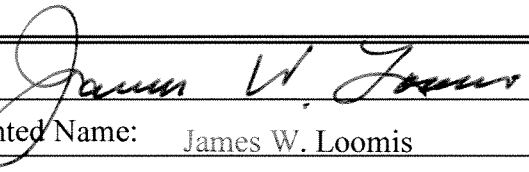
FORM 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the COG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature: 
Typed/Printed Name: James W. Loomis
Title: City Manager
Date:

2. **Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature: 
Typed/Printed Name: James W. Loomis
Title: City Manager
Date:

FORM 3. Certifications and Assurances

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help the COG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**
   The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**
   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that the COG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

4. **Governmental Status**
   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:
   a. City
   b. County
   c. Public school or school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
   e. Council of Governments

5. **Solid Waste Fee Payments**
   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

6. **Debarment from State Contracts**
   Applicant certifies that it is not barred from participating in state contracts by the Texas General Services Commission (GSC), under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.

7. **Conformance to Standards**
   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

8. **Consideration of Private Industry**
   The following certification only applies if the project is under one of the following grant categories:
   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category
   d. Other *{If the COG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.}*

   Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

9. **Consistency with Regional Solid Waste Management Plan**
   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the adopted regional solid waste management plan of the COG.

10. **Technical Feasibility**
    Applicant certifies that is has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

11. **Costs Reasonable and Necessary**
    Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

12. **Certification by Law Enforcement Programs**
    If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the COG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standard Pertaining to Real Property and Equipment**
   Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. **Participation in TCEQ Recycling Surveys and Reporting**
   Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the COG or the Texas Commission on Environmental Quality for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**
   Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the COG on a schedule established by the COG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the COG with a follow-up results report approximately one year after the end of the grant term.

4. **Financial Management**
   Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by the COG.

5. **Compliance with Americans with Disabilities Act**
   Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. **Compliance with the Single Audit Act**
   Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et. seq, Texas Government Code, and 1 TAC §§5.141 et. seq, Governor's Office Regulations. Provisions of the Single Audit Circular in Part IV of the UGMS apply to all recipients of funding under this grant.

7. **Compliance with Program and Fiscal Monitoring**
   Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

FORM 4. Resolution

A resolution authorizing the application must be approved by the governing body of the Applicant. Following this page is an example Resolution Form that may be used to prepare the required resolution. This or a similar resolution must be signed and notarized in addition to the signature required in Form 1.

To complete your application, please remove this page and replace it with a signed resolution of your entity's governing body.

Resolution is scheduled for approval and signatures on the Consent Agenda for the December 19, 2013 City Council Meeting.

(See attached)

RESOLUTION

A RESOLUTION OF THE CITY OF LUBBOCK, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF LUBBOCK IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF LUBBOCK WILL COMPLETELY COMPLY WITH THE GRANT REQUIREMENTS OF THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS; THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the South Plains Association of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the City of Lubbock in the State of Texas is qualified to apply for grant funds under the Request of Applications; NOW THEREFORE:

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

1. THAT the City Manager of the City of Lubbock is hereby authorized and directed to request FY2014-2015 grant funding under the South Plains Association of Governments Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Lubbock in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2. THAT if the project is funded, the City of Lubbock will comply with the grant requirements of the South Plains Association of Governments, the Texas Commission on Environmental Quality and the State of Texas.

3. THAT the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. THAT activities will comply with and support the regional and local solid waste management plans adopted for the geographical area in which the activities ware performed.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

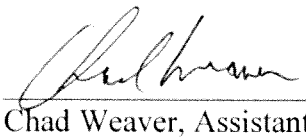
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

FORM 5: Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Educational and Training Projects category
d. Other to include scrap tire projects *(Contact COG if applying under Other category.)*

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified
Back to Nature, Inc.	Wayne Schillings, Owner	745-1833	11-26-13
Browning Ferris Industries (Republic Services)	Robert Lara, Manager	746-5110	11-26-13
Caprock Waste, Lubbock, Texas	Michael	740-0414	11-26-13
Duncan Disposal (Republic Services)	Frances Stone	762-2650	
Jarvis Metals Recycling, Inc.	Dennis Zuehlke, Manager	744-7091	11-26-13
South Plains Compost, Inc.	Wayne Schillings, Owner	745-3559	11-26-13
South Plains Waste Services, Inc.	Garry LaDuke, Owner	806-285-2055	11-26-13
Triple C Waste Services, Inc.	Ron Coomer, President	892-2316	11-26-13
VTech Environmental Services	Polly Vann, Manager	748-1700	11-26-13

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Notification letters mailed. No comments received from private service providers contacted.

FORM 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description (*add additional pages as necessary*)

This project will assist with meeting the following goals from the SPAG Regional Solid Waste Plan.

Goal #1: Work to achieve a reduction in waste disposal amounts at area municipal solid waste (MSW) landfills in future years.

The City of Lubbock has four (4) permanent Recycling and Citizen Convenience Drop-off stations. In an effort to expand and maintain program services and to keep whole scrap tires out of the landfill, the City will expand its collection of whole scrap vehicle tires to include the two new drop-of stations. In addition, the City of Lubbock will replace the used motor oil and used antifreeze 400-gallon containers at the established drop-off stations.

This request is for three (3) Bumper Pull Dump Trailers. Two (2) of the trailers will be used at the new drop-off stations and the third trailer will be used to better manage the removal of whole scrap tires from the workface at the landfill.

The estimated cost for each trailer is $8,390.00.

Total grant request amount is $25,170.00

Total project cost is $39,543.70

Is this a repeat application? If so, when was this project submitted?
No.

Are you a Clean Texas/Cleaner World member?
No.

Do you agree to document results and provide required reports to SPAG in conjunction with this project?
Yes.

Form 6b. Project Cost Evaluation (*add additional pages as necessary*)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Estimated cost of grant application equipment is $25,170.00.
Three (3) trailers @ $8,390.00 each

Estimated cost of used oil and used antifreeze 400-gallon containers is $14,373.37.
2 400-gallon steel used oil container @ $3,132.95 each = $6,265.90
2 400-gallon steel used antifreeze containers @ $3,138.40 = 6,276.80
4 containment spill pans @ $457.75 = $1,831.00

The cost per capita for this project is $ .167 based on City of Lubbock's 236,065 population.

Form 6c. Level of Commitment of the Applicant (*add additional pages as necessary*)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

The City of Lubbock is committed to preferred solid waste management practices. The City operates a Type 1 landfill, six (6) satellite recycling drop-off sites, a residential HHW drop-off collection site, and four (4) permanent Recycling and Citizen Convenience Drop-off stations. The City also operates a concrete crushing operation for the re-use of waste concrete in some of its street department activities. In addition, the City has a permit and the equipment for tire processing to handle scrap tires from City of Lubbock residents. The City provides education presentations, on-line educational programs, media announcements, advertising, and outreach events on an on-going basis to educate the public on topics related to Water and Natural Resource Conservation, and Recycling and Waste Minimization. The City supports and funds Keep Lubbock Beautiful goals and event activities.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects, involvement in a local or subregional solid waste management plan or study, membership in Keep Texas Beautiful, or participation with the TCEQ's Lake and Waterway Cleanup Program, or other TCEQ predecessor program, e.g. TCEQ's Clean Texas Program.

The City of Lubbock participated in the development and funding of the SPAG Solid Waste Management Plan and is an affiliate member of Keep Lubbock Beautiful and Keep America Beautiful.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations; present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

The City of Lubbock has received grants from SPAG/TCEQ for various programs in the past, including plastics recycling (baler), commodities recycling (household bins), backyard composting (compost bins), Household Hazardous Waste (HHW fire rated storage buildings), used motor oil, used antifreeze recycling (400 gallon containers), used oil filters recycling (55 gallon containers and covers), scrap metal recycling (roll-offs), to name only a few. All programs have remained on-going after grant funding was received.

SPAG and the TCEQ have given the City of Lubbock good reviews on grant performance.

Form 6d. Scope of Work *(See application instructions. Add additional pages as necessary)*

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by the COG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified
- List of deliverables/products/activities under each task
- Schedule of deliverables

Time Frame	Task
30 days after contracts are executed	**Spec equipment and begin ITB process: 3 – 6'x14'x36' Bumper Pull Dump Trailers**
120 days after contracts are executed	**Take delivery of equipment and begin using for the collection and storage of used scrap tires**

FORM 7. GRANT BUDGET SUMMARY

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category	Funding Amount
1. Personnel/Salaries	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Supplies	$ 0
5. Equipment	$ **25,170**
6. Construction	$ 0
7. Contractual	$ 0
8. Other	$ 0
9. **Total Direct Charges** *(sum of 1-8)*	$ **0**
10. Indirect Charges*	$ 0
11. **Total** *(sum of 9 - 10)*	$ **25,170**

12. Fringe Benefit Rate:	**N/A** %	
13. Indirect Cost Rate:	**N/A** %	

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:
N/A

*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Please complete any of the following detailed budget forms that are applicable.

FORM 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: **$14,373.37**

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

Replacement of old used oil and used antifreeze 400-gallon containers.
2 400-gallon steel used oil container @ $3,132.95 each = $6,265.90
2 400-gallon steel used antifreeze containers @ $3,138.40 = 6,276.80
4 containment spill pans @ $457.75 = $1,831.00

In-Kind Services: $0 (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

N/A

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

$ **39,543.70**

FORM 7b: Detailed Personnel/Salaries Expenses

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by the COG.

Position Title	Function	FTE	Status	Monthly Salary
				$
				$
				$
				$
				$
				$
				$
				$
				$
TOTAL *(Must equal Line 1 of the Overall Budget Summary)*		$ **N/A**		

FORM 7c: Detailed Travel Expenses

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
N/A		$
		$
		$
		$
		$N/A

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the COG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the COG will need to approve those travel costs before the travel occurs.

Non-Routine Travel Expenses

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
N/A			$
			$
			$

TOTAL TRAVEL EXPENSES *(Must equal Line 3 of the Overall Budget Summary)*	$ **N/A**

FORM 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies	$ **N/A**
Other supplies *(explain below)*: **N/A**	$
TOTAL *(Must equal Line 4 of the Overall Budget Summary)*	$ **N/A**

FORM 7e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the COG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the COG before the costs are incurred.

Equipment ($5,000 or more per unit) *(Show description, type, model, etc.)*	**Unit Cost**	**No.of Units**	**Total Cost**
6'x14'x36' Bumper Pull Dump Trailer	**$ 8,390**	**3**	**$ 25,170**
	$		$
	$		$
	$		$
TOTAL *(Must equal Line 5 of the Overall Budget Summary)*		**$ 25,170**	

FORM 7f: Detailed Construction Expenses

All construction projects must be pre-approved by the COG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the COG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted Yes/No	Estimated Cost
N/A		$
		$
		$
		$
		$
TOTAL *(Must equal Line 6 of the Overall Budget Summary)*		**$ N/A**

FORM 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the COG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the COG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the COG before work begins.

Purpose	Contractor(s)	Contract Amount
N/A		$
		$
		$
		$
TOTAL *(Must equal Line 7 of the Overall Budget Summary)*		$ **N/A**

FORM 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	$ N/A
Postage, telephone, FAX, utilities	$ N/A
Printing/reproduction	$ N/A
Advertising/public notices	$ N/A
Registration fees for training (if approved)	$ N/A
Repair and maintenance	$ N/A
Basic office furnishings	$ N/A
Space and equipment rentals	$ N/A
Signage	$ N/A

Additional Other Expenses

The specific details of additional Other category expenses, not included on the list of basic Other expenses, must be pre-approved by the COG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the COG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category *(itemize each expense below including description, type, model, etc.)*:	$		$ **N/A**
Computer software *(itemize each expense below including description, type, model, etc.)*:	$		$ **N/A**
Additional Other expenses *(itemize each expense below including description, type, model, etc.)*:	$		$ **N/A**

TOTAL OTHER EXPENSES *(Must equal Line 8 of the Overall Budget Summary)*	$ **N/A**

REQUIRED ATTACHMENTS TO THE APPLICATION

1. If indirect costs are included in the project budget, attach the Applicant's latest **indirect cost allocation plan**, including documentation of approval of the plan and the indirect cost rate by the Applicant's Federal Cognizant Agency or State Coordinating Agency.

2. If applicable, attach any written comments submitted by private industry *(see instructions for Form 5).*

3. If the Applicant is a law enforcement entity, and if compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the Applicant is in the process of achieving compliance with the rules *(see Form 3, Certification No. 11).*

Regular City Council Meeting **5. 22.**

Meeting Date: 12/19/2013

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute contract 11624 with Henthorn Commercial Construction for the renovations and improvements to the South Fueling Facility, RFP 14-11624-MA.

Item Summary

The scope of this project includes the demolition of existing islands, concrete/drive, removal of existing tanks, and site assessment along with the installation of new tanks, piping, power and control lines, drives, islands and dispensers to the City of Lubbock fuel site located at 1631 84th Street, Lubbock, Texas. The project will include the use of fiberglass storage tanks to replace the current steel ones in order to continue to be in compliance with TCEQ guidelines.

The south fueling station will be removed and re-constructed to effectively and efficiently provide fueling access to the City's Fleet. The entire fuel site shall be re-designed in compliance with all state (30 TAC 334) and federal (40 CFR 280 and 40 CFR 281) regulations, applicable engineering standards, and applicable industry standards (PEI, API, or ANSI) related to UST design, tank removal, tank installation, construction, assessment, notification requirements and shall meet the City of Lubbock Fleet Services operations to include the incorporation of the Fuel Master program. It will be designed for efficient ingress and egress to the fuel site that addresses a wide range of vehicle types and sizes. Design shall include single ingress to fuel islands and single egress from fuel islands. The fuel delivery equipment will be upgraded to meet proposed future state-wide Phase I (Vapor Recovery) standards. Compliance with all federal and state regulations governing notification, removal, assessment, disposal/recycling, and reinstallation requirements will be met. Existing tanks and associated equipment will be removed and site assessed for possible leaks and contamination. UST tank inlets should be strategically located so that UST re-fueling operations do not impede the city's daily vehicle and equipment re-fueling.

Proposals were received from the following contractors with their base bid and all possible alternates:

Company	Base Bid	Alternate A	Alternate B	Total Bid
Henthorne Commercial Construction, Lubbock, TX	755,824	69,050	2,900	$827,774
Cobb Enviromental & Technical Services, Inc. Tupelo, MS	795,330	71,678	4,250	871,258
Tommy Klein Construction, Inc., Lubbock, TX	777,791	89,075	10,000	876,866

The RFP committee evaluated and ranked the written proposals based on the following criteria:
1. Price (60%),
2. Contractor Qualifications (25%),
3. Safety Record Questionnaire (5%)
4. Construction Time (10%).

An evaluation committee reviewed the proposals and were ranked as follows:

Company	Score
Henthorne Commercial Construction, Lubbock, TX	930
Tommy Klein Construction, Inc., Lubbock, TX	859
Cobb Enviromental & Technical Services, Inc. Tupelo, MS	818

This project is awarded by unit price. The total amount of this award is estimated and actual expenditures may be more or less depending on actual requirements. The price per unit will not change. Staff recommends award to Henthorne Commercial Construction of Lubbock, TX for the price of $827,774.

Fiscal Impact

$994,283 is appropriated in Capital Improvement Project 92240, Citywide Fuel System Upgrades with $920,153 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Henthron

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. 11624 for South Fueling Facility Renovations, by and between the City of Lubbock and Henthorn Commercial Construction, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Henthorn Commercial
November 20, 2013

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: November 12, 2013

PROJECT NUMBER: RFP 14-11624-MA - South Fueling Facility Renovations

Proposal of Henthorn Commercial Construction (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 and improvements at the **Lubbock South Fuel Site** 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	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance for the lump sum price	$73,900/LS	$ 73,900
2	1 LS	Remove and dispose of existing petroleum storage tanks, concrete cap (178 sy) and all related work as illustrated in plans and specified per lump sum.	$56,800/LS	$ 56,800
3	1 LS	Remove dispensers, Fuel Master unit with pedestal, light poles, piping and all related work as illustrated in plans and specified per lump sum.	$5490 /LS	$ 5,490
4	1 LS	Remove electrical shed, disconnect/remove electrical panel at meter, disconnect and relocate air compressor and all related work as shown in plans and as specified per lump sum.	$ 5420 /LS	$ 5,420
5	1340 SY	Demolition of 1340 square yards (area 2 on Sheet 5) of asphalt pavement and subsoil as shown, remove and dispose per square yard.	$14.78 /SY	19,805 $ 19,800
6	55 LF	Demolition of 55 linear feet of concrete curb and gutter as shown, remove and dispose per linear foot.	$20.00 /LF	$ 1100
7	177 SY	Demolition of 177 square yards (area 4 on Sheet 7) of asphalt pavement and subsoil as shown, remove and dispose per square yard.	$15.14 /SY	$ 2,680
8	128 SY	Demolition of 128 square yards (area 4 on Sheet 7) of concrete pavement and subsoil as shown, remove and dispose per square yard.	$29.69 /SY	$ 3800

RD Offeror's Initials

REVISED

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
9	1 LS	Demolition of 28 square yards of concrete sidewalk, remove associated soil, and remove 42 lf of fence with footing for new drive as shown, remove and dispose per lump sum.	$ 3,100 /LS	$ 3,100
10	50 SY	Demolition of 50 square yards of asphalt pavement (area 5) as shown on Sheet 8, remove and dispose per square yard.	$ 25.00 /SY	$ 1,250
11	1 LS	Furnish and install two fiberglass double wall fuel storage tanks (20,000 gallon and 30,000 gallon) as shown and as specified, complete and in place per lump sum.	$ 190,463 /LS	$ 190,463
12	1 LS	Furnish and install gasoline and diesel fuel piping with leak detection and vapor lines as shown and specified, complete and in place per lump sum.	$ 53,781 /LS	$ 53,781
13	1 LS	Furnish and install electrical power to fuel system, with the circuit breaker panel located in the control building and emergency disconnect push buttons as shown and specified per lump sum.	$ 22,830 /LS	$ 22,830
14	1 LS	Furnish and install leak detection and monitoring system with control system and associated components to interface with Fuel Master System for an operational system as shown and specified per lump sum.	$ 31,920 /LS	$ 31,920
15	1 LS	Furnish and install two gasoline and four diesel dispensers as shown and specified per lump sum.	$ 30,850 /LS	$ 30,850
16	407 SY	Furnish and install replacement 407 square yards of asphalt or concrete pavement as shown and specified, complete and in place per square yard.	$ 257.49 /SY	104,798 $ 104,800
17	337 CY	Furnish and install 337 cubic yards of concrete pavement as shown and as specified, complete and in place per cubic yard.	$ 281.68 /CY	94,926 $ 94,925
18	6 CY	Install a 25' x 10' concrete pad (6 CY) as shown on Sheet 12 and specified per cubic yard.	$ 1097.50 /CY	$ 6585
19	1 LS	Provide and install 9' x 12' metal building with R panels and 3' wide insulated entrance door as illustrated per lump sum.	$ 4695 /LS	$ 4695
20	1 LS	Furnish and install two light poles with dual lamps as shown/specified complete and in place per lump sum.	$ 6572 /LS	$ 6572

RD Offeror's Initials

REVISED

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
21	1 LS	Development, design, and implementation of the excavation and support protection systems – furnished and installed, monitored, complete and in place as specified per lump sum.	$25,809 /LS	$ 25,800
22	1 LS	Development, design, and implementation of the Storm Water Pollution Prevention Plan including necessary materials and coordination for compliance with storm water regulations and ordinances, furnished and installed, monitored, complete and in place as specified per lump sum.	$5,860 /LS	$ 5,860
23	1 LS	Allowance for materials testing per lump sum.	$ 10,000 /LS	$ 10,000
TOTAL BASE BID (Items 1 thru 23)				$ ~~752,421.00~~

Base Bid: $762,425.89
Deduct Item 20: 6,572.00
Total Base Bid: $755.853.89

RD Offeror's Initials

REVISED

ALTERNATE BID A

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
A1	2500 SY	Furnish and install 2500 square yards of asphalt seal coat as shown and as specified, complete and in place per square yard.	$ 2.70 /SY	$ 6,750
A2	1 LS	Furnish and install a four post 24' wide by 72' long canopy 18' high with lighting over dispenser area as shown with bolt pattern and pre engineered for this location, complete and in place per lump sum. Base Bid line item 18 would be deleted if this AA is selected.	$ 43,000 /LS	$ 43,000
A3	1 LS	Furnish and install emergency natural gas 22 KW generator with emergency transfer switch as shown and as specified, complete and in place per lump sum.	$ 19,300 /LS	$ 19,300
TOTAL ALTERNATE BID A ITEMS A1 thru A3			$ 69,050	

ALTERNATE BID B

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
B 1	2500 SY	Furnish and install a 1 ½" asphalt overlay on asphalt as shown and as specified, complete and in place per square yard.	$ 18.45 /SY	$ 46,125
B 2	1 LS	Install and connect a 1 inch air line from air compressor shed to the middle dispenser island with isolation valves on each end and roll dispenser (25 foot hose) in plans and specified per lump sum.	$ 2,900 /LS	$ 2,900
TOTAL ALTERNATE BID B ITEMS B1 thru B2			$ 49,025	

$2,900.00

ALTERNATE BID C

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE	UNIT PRICE	TOTAL PRICE
C 1	1 LS	Furnish and install two composite double wall fuel storage tanks (20,000 gallon and 30,000 gallon) as shown and as specified, complete and in place per lump sum. Provide Specification for composite tanks. This AA bid item will replace Base Bid item #9 if selected.	$ 175,235 /LS	$ 175,235
TOTAL ALTERNATE BID C ITEM C1			$ 175,235	

Total Bid $827,774

RD Offeror's Initials

REVISED

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 **(120) ONE HUNDRED TWENTY CONSECUTIVE CALENDAR DAYS and attain Final Completion within (150) ONE HUNDRED FIFTY CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$400 (FOUR HUNDRED DOLLARS)** for each day in excess of the time set forth herein above for completion, and the sum of **$200 (TWO HUNDRED DOLLARS)** for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

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

One hundred and twelve days; 112 days

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

One hundred and forty days; 140 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.

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% of Greatest Amount Bid Dollars ($ 5% GAB), 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.

KD Offeror's Initials

REVISED

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 scaled 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 FROM PRIOR TO PROPOSAL OPENING.

(Seal if Offeror is a Corporation)
ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/1/13
Addenda No. 2 Date 11/8/13
Addenda No. Date
Addenda No. Date

Date: November 12, 2013

Authorized Signature

Rhett Dawson
(Printed or Typed Name)

Henthorn Commercial Construction
Company

PO Box 64190
Address

Lubbock, Lubbock
City, County

Texas, 79464
State Zip Code

Telephone: 806 - 626-4582

Fax: 806 - 209-0220

Email: dawson.rhett@gmail.com

FEDERAL TAX ID or SOCIAL SECURITY No.

26-4058489

M/MBE Firm:

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

Regular City Council Meeting **5. 23.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Animal Services: Consider a resolution authorizing the Mayor to execute contract 11580 with Kleen-Tech Services Corporation to provide kennel cleaning services, RFP 14-11580-DT.

Item Summary

The work to be performed is not janitorial service, but sanitation, which involves disinfecting chemicals to reduce and/or control the spread of transmissible disease between animals. The scope of the work includes that the animals must be moved to a section of the kennel that is dry, the workers then removes any solid waste in the kennel, sprays disinfectant and scrubs the kennel floors, walls, doors, etc. and allows the required contact time for disinfecting before, thoroughly rinsing the area to remove the chemical. The final step is to squeegee the area dry before returning the animals to the kennel. The corridors in the animal areas are also sanitized daily in the same manner described above. In addition, the contract will require sanitizing food bowls, water bowls, and kennel tags. The contract provides for two workers, eight hours a day, five days a week. It also provides all chemicals, and supplies necessary to ensure daily sanitation and cleaning of all animal kennels at both Animal Shelters.

An evaluation committee reviewed the proposals based on the following criteria: 60% Cost, 15% Experience in similar projects, 20% Evidence of proposed staff's preparedness to perform the functions necessary to complete the scope of work to be done, 5% References. Proposals were ranked as follows:

Offerors	Points	Annual Cost
Kleen-Tech Services Corporation of Denver, Colorado	425	$114,400
Aceway, Inc of Houston, Texas	278	127,296

The committee recommends the contract be awarded to Kleen-Tech Services Corporation of Denver, Colorado.

The contract is awarded by hourly rate. The total amount of this award is estimated and actual expenditures may be more or less depending on actual need. The hourly rate will not change. The contract will be for one year with two additional one year terms.

Fiscal Impact

The cost of the kennel cleaning services is $114,400 and is appropriated in FY 2013-14 Animal Services operating budget.

Staff/Board Recommending

Quincy White, Assistant City Manager

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11580 for kennel cleaning services, by and between the City of Lubbock and Kleen-Tech Services Corporation, of Denver, Colorado, 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:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Kleen Tech
December 5, 2013

City of Lubbock, TX
Kennel Cleaning Services Agreement
RFP 14-11580-DT

This Service Agreement (this "Agreement") is entered into as of the **19th day of December 2013,** ("Effective Date") by and between **Kleen-Tech Services Corporation** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11580-DT Kennel Cleaning Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Kennel Cleaning Services, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

Contractor shall provide the services that are specified in Exhibit B. The Contractor shall comply with all the applicable requirements set forth in Exhibit A 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 B. The City agrees to pay the amounts stated in Exhibit A, to Contractor for performing services.

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

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:

George Torres, Director of Animal Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR: Kleen-Tech Services Corporation

Contractor's Signature

Rick LeForce
Printed Name

Chief Financial Officer
Title

EXHIBIT A

City of Lubbock, TX
Kennel Cleaning Services
RFP14-11580-DT

BAFO Price Proposal Sheet

Five Day Schedule

Item	Service Location	Hourly Rate Per Contractor Employee (a)	8 hours (Approximately) (b)	Five Day Schedule (b) x 5 =
1	Animal Shelter – Kennel Cleaning Services	**$13.75**	**$110.02**	**$550.11**

Seven Day Schedule

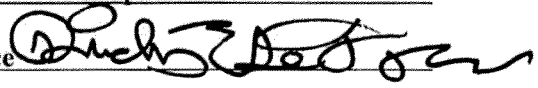
Item	Service Location	Hourly Rate Per Contractor Employee (a)	8 hours (Approximately) (b)	Seven Day Schedule (b) x 7 =
2	Animal Shelter – Kennel Cleaning Services	**$13.75**	**$110.02**	**$770.11**

Holiday Schedule

Item	Service Location	Hourly Rate Per Contractor Employee	8 hours (Approximately)
3	Animal Shelter – Kennel Cleaning Services	**$20.63**	**$165.03**

* Service locations include 3323 SE Loop 289 and 401 N Ash.
** Hours will based on need of services

Company: **Kleen-Tech Services Corporation**

Prepared by: **Rick LeForce** 

Title: **Chief Financial Officer**

Date: **December 2, 2013**

City of Lubbock, TX
Request for Proposal for
Kennel Cleaning Services
14-11580-DT

II. GENERAL REQUIREMENTS

1. INTENT

1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from a contractor to provide kennel cleaning services for the City of Lubbock Animal Shelter. The kennels consist of 96 runs and 118 small animal cages. Offerors shall include in their proposal on how they will complete the task of cleaning the kennels to include, but not limited to, the number of contractor employees and number of hours that will be needed to complete the task.

1.2 The proposal will need to include a cost for five day and seven day services. Holiday rate shall be included, Attachment A list City holidays. Services locations are 3323 SE Loop 289 and 401 N Ash. Cost shall also include, any and all cost involved for services. The Offeror shall submit pricing on Price Sheet, Exhibit A.

2. SCOPE OF WORK

I. GENERAL

The performance of said contracted services is for the express purpose of maintaining a healthy environment and clean kennels for the shelter. ***The City of Lubbock is requesting that ALL kennel cleaning materials and equipment used are to be environmentally safe and that they comply with all federal, state and local environmental laws, rules and regulations.*** The contractor shall furnish all labor, materials, supplies, equipment, transportation, and supervision, necessary to satisfactorily perform the kennel cleaning services required for the building specified herein, and in the manner and at the frequencies set forth in the following specifications.

II. PERFORMANCE SPECIFICATIONS

1. SUPERVISION - The contractor shall have a competent and experienced Lead Employee on the premises at all times throughout the term of this contract, authorized to act as the Contractor's Agent, and will provide to the Animal Services Representative the name of on-duty supervisors and where they may be contacted.

2. INSPECTION PROCEDURE - The Lead Employee will inspect the site to ensure that all the work has been performed satisfactorily, to include but limited to, ensuring that the dog and cat kennels be sanitized daily other duties will include sanitizing food and water bowls, kennel tags, moving of animals, feeding and watering of animals. Collection and proper disposal of animal waste throughout the day. Contractor employees will be asked to help in special projects such as cleaning dry storage areas, supply areas, etc. on an as needed basis.

a) If the work is not satisfactory, the contractor will be required to re-do the required task until it is deemed to be satisfactory Animal Service representative.

b) If work to be performed under this agreement is not satisfactorily performed in the opinion of the Animal Service representative, he/she shall give written notice to the contractor of the unsatisfactory performance. If the unsatisfactory work is not remedied within seven (7) days of receipt of such written notice, this agreement may be terminated in whole.

3. SAFETY - The contractor shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

4. SECURITY - Contractor employees shall be uniformed in a clean, common uniform with a name-tag with the given name of the Contractor's employee. The contractor shall be responsible to see that the contractor's employees do not disturb papers on desks or on other office furnishings and that they do not open drawers of furnishings and cabinetry.

5. TRAINING - Contractor employees shall receive certified training since there will be the involvement of interacting with animals. This training will include all employees assigned to this location along with a minimum of 3 back-up employees that will lend support in the event of absenteeism. All contractor employees will need training in compatible chemicals for use with animals to prevent hazardous exposure as well. This will be the responsibility of the Contractor with the approval of the Animal Services supervisor.

6. CHEMICALS - All chemicals and equipment will be provided by the contractor. The contractor is responsible for contacting their chemical supplier the ensure chemicals are compatible for animals. Proof of compatibility is required to be submitted to Animal Services prior to use. Buckeye Watch Dog NF or approved equal is recommended for the kennels disinfectant, germicidal detergent and deodorant. Rotation of use between a quaternary disinfectant (or Animal Services approved substitute) to a chlorine disinfectant (or Animal Services approved substitute) on a weekly or biweekly schedule is required. This schedule will be determined by Animal Services.

III. TERMS AND CONDITIONS

1. CONTRACT TERM - The contract shall be for the term of one (1) year with two (2) options to renew. The date of term shall begin upon City Council date of formal approval.

2. TERMINATION OF CONTRACT - This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation.

V. INDEPENDENT CONTRACTOR STATUS

Contractor and Owner agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

VI. INDEMNITY

The Owner shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, in whole or in part, the performance of Contractor under this agreement, including claims and damages arising in whole or in part from the negligence of the Owner.

VII. COMPLIANCE WITH APPLICABLE LAWS

Contractor 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.

VII. CHEMICALS

1. Material Safety Data Sheets shall be furnished by the Contractor to the Facilities Maintenance Supervisor and to each Building Safety Officer for each of the products listed in Paragraph 6 above and for all other chemicals used by the Contractor in the performance of the contract. A properly marked and updated file or notebook of all MSDS sheets must be kept at each location with cleaning supplies at all listed locations in the contract at all times.
2. If the Contractor changes or substitutes chemicals during the performance of this contract, the Animal Service Supervisor shall be furnished with two (2) copies of the list of chemicals replacing original chemicals.
3. Any chemicals not approved by the Owner or have proper MSDS sheets for use in its buildings shall be removed within one (1) working days after notification by the Owner to the Contractor to do so.

ATTACHMENT A

City of Lubbock, TX
Kennel Cleaning Services
RFP14-11580-DT

Observed Holidays

The Owner observes the following holidays:

New Year's Day – January 1st
Martin Luther King Day – 3rd Monday in January
Good Friday – Friday before Easter
Memorial Day – Last Monday in May
Independence Day – July 4th
Labor Day – First Monday in September
Thanksgiving Day – 4th Thursday in November
Friday after Thanksgiving (4th Friday in November)
Christmas Eve- December 24th
Christmas Day – December 25th

Note: When designated holiday falls on Sunday, Monday is observed. When designated holiday falls on Saturday, Friday is observed.

EXHIBIT C

City of Lubbock, TX
Kennel Cleaning Services
RFP 14-11580-DT

II. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

Type	Amount
Worker's Compensation or	**Statutory**
Employers Liability or Occupational Medical and Disability	**$500,000**
Commercial General (public) Liability **a. Products-Comp/Op AGG** **b. Personal & Adv Injury** **c. Contractual Liability**	**Combined single limit for bodily injury and property damage of $1,000,000 per occurrence.**
Comprehensive Automobile Liability **a. Any Auto**	**Combined single limit for bodily injury and of $500,000 per occurrence or its equivalent**

The City of Lubbock shall be named as additional insured on auto/general liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. To include products of completed operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

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

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

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

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

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

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

f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

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

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

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

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

Regular City Council Meeting **5. 24.**

Meeting Date: 12/19/2013

Information

Agenda Item

Contract Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute an interlocal cooperative purchasing agreement with TIPS.

Item Summary

The Interlocal Purchasing System TIPS is a National Cooperative Purchasing Program offered by the Region VIII Education Service Center, located at Pittsburg, Texas (Camp County).

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 Interlocal Cooperation Act, Chapter 791, Government Code, and Cooperative Purchasing Program, Chapter 271, Local Government Code.

Fiscal Impact

None.

Staff/Board Recommending

Staff recommends approval.

Attachments

Resolution & Agreement - TIPS

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement for cooperative purchasing services, by and between the City of Lubbock and Region VIII Education Service Center of Pittsburg, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Region VIII Edu
December 9, 2013

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Lubbock
TEXAS PUBLIC ENTITY

TX 998 - 244 R17
Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective December 19, 2013 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS Purchasing Cooperative:
1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued

Role of the Public Entity:

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for entity.
3. Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Prepare purchase orders issued to TIPS Awarded Vendor and FAX to TIPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

CITY OF LUBBOCK

By: _____
Authorized Signature

Title: MAYOR

_____
Date

Region VIII Education Service Center

By: Raymond L. Hysmith
Authorized Signature

Title: Executive Director Region VIII ESC

12-10-13
Date

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Regular City Council Meeting **5. 25.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - City Attorney: Consider a resolution for the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2012-504,461, 237th District Court of Lubbock County, Texas, styled Eva Montez v. City of Lubbock, Texas and related documents.

Item Summary

As stated above.

Fiscal Impact

As per Settlement Agreement.

Staff/Board Recommending

Sam Medina, City Attorney

Attachments

Resolution - Montez

Montez, Eva Settlement Agreement 12-5-13

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2012-504,461, 237th District Court of Lubbock County, Texas, styled Eva Montez v. City of Lubbock, Texas and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw:ccdocs/RES.Settlement Agrmt-Eva Montez
December 9, 2013

COMPROMISE SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the Defendant, **City of Lubbock, ("City")**, and **Eva Montez**, the ("**Claimant"**.)

RECITALS

WHEREAS, on or about November 6, 2010, Claimant was walking in the 300 Block of Boston Avenue in Lubbock, Texas when she stepped in a 4-5 foot hole caused by the City when it had removed a pole earlier that year ("Activities"); and

WHEREAS, the Claimant alleges that the City was negligent in not filling the hole or warning her about its existence; and

WHEREAS, Claimant filed suit in the 237th District Court of Lubbock County, Texas, styled Cause No. 2012-504,461; Eva Montez v. City of Lubbock, Texas; and

WHEREAS, the City denies any liability to Claimant for any claim or cause of action, but is willing to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City to the Claimant, of the sum of EIGHTY THOUSAND and No/100 Dollars ($80,000.00), plus court costs, mediation fees and prejudgment interest not to exceed the sum of TEN THOUSAND and no/100 Dollars ($10,000), Claimant does hereto enter into this Settlement Agreement and does hereby release, acquit, and forever discharge the City, its respective predecessors, successors, assigns, owners, City Council, partners, members, managers, employees, directors, legal representatives,

insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, including but not limited to any hospital, medical, insurance, Medicare or Medicaid liens, workers compensation, whether statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising out of the Activities, admitted or suffered as of, or related to, the Claim or Activities.

2. The City shall make payment by three (3) separate checks. One check shall be made by check payable to "Eva Montez and her attorney Fred Bowers" in the amount of Seventy One Thousand Six Hundred Twenty and no 100ths Dollars ($71,620.00). The second check will be made payable to ACS Recovery Service in the amount of Seventeen Thousand and no 100ths Dollars ($17,000.00). The third check will be made payable to AmeriBen in the amount of Three Hundred Thirty and no 100ths Dollars ($330.00). These checks will be sent to Plaintiff's attorney after this Settlement Agreement is signed by all parties.
3. Claimant hereby agrees to pay any outstanding liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence, other than the amount paid by the City to ACS Recovery Services and AmeriBen as referenced in paragraph 2.
4. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature,

whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimant hereby declares that she fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated sum for the purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconvenience above mentioned.

5. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The Claimant agrees that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.

6. The Claimant agrees that the damages suffered by the City, and persons, firms, corporations, or other entities protected by this Settlement Agreement by reason of any breach of any provision of this Settlement Agreement shall include not only the amount of any judgment that may be rendered against said City, persons, firms, corporations, or other entities, or any of them, by reason of a breach of this Settlement Agreement, but shall also include all damages suffered by them,

including the cost of attorneys' fees and other costs and expenses of instituting, preparing, prosecuting, defending any action or suit resulting from a breach of this Settlement Agreement, whether taxable or otherwise, and costs to them of attorneys' fees and all other costs and expenses of instituting, preparing, or prosecuting any counterclaim, suit, motion, or action or action to recover damages resulting from the breach of this Settlement Agreement, whether taxable or otherwise.

7. Claimant hereby represents and warrants that she, and she alone, owns the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement (the "Claimed Rights"), and that she has not transferred, conveyed, pledged, assigned or made any other disposition of the Claimed Rights. Claimant agrees to indemnify and hold harmless the Releasees from and against any and all claims, demands, or causes of action and the reasonable and necessary costs, including attorneys' fees, incurred in the defense of any such claim that any person who claims an ownership, including any liens whether statutory or otherwise, in the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement.
8. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimant, Releasees, and her heirs, legal representatives, successors or assigns.
9. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.

10. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.
11. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.
12. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.
13. This Settlement Agreement has been and shall be construed to have been drafted by all parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.
14. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.
15. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimant assumes the risk arising from not seeking further or additional consultation with such advisors.
16. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.

17. Claimant, by entering into this Settlement Agreement, acknowledge that this settlement is a compromise of a disputed claim as to the liability of the Releasees for the Claimant's injuries and damages, if any, and the payment made herein is not to be construed as an admission of liability on the part of the Releasees. It is understood that the existence of any liability or wrongdoing has been, and continues to be, expressly denied by the Releasees.
18. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.
19. Each party further state that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and has signed the same as their own respective free act and has not been influenced in making this settlement by any representative of a party or parties released.
20. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.
21. The parties agree that after payment has been delivered to the Claimant's attorney that the Claimant's attorney will sign the attached "Agreed Motion to Dismiss" which is attached hereto and incorporated herein and labeled Exhibit "A".

EXECUTED this _____ day of _____, 2013.

CLAIMANT:

_____
EVA MONTEZ

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared EVA MONTEZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

_____
Notary Public
My Commission expires:_____

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, Mayor

Regular City Council Meeting **5. 26.**

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution amending the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation to correct an error in the previously approved bylaws.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Amended Bylaws

RESOLUTION

WHEREAS, on December 12, 2013, the City Council approved the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation, ("Bylaws"); and

WHEREAS, Article II, Section 1, Paragraph (b)(6) of the Bylaws was incorrectly stated and is in conflict with the version of the Bylaws as approved by the Board of Directors of Market Lubbock Economic Development Corporation, and therefore is in need of correction;

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

THAT the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation ("Bylaws") as approved by the Lubbock City Council on December 12, 2013, are amended as follows to conform with the Bylaws approved by the Board of Directors of Market Lubbock Economic Development Corporation in respect to Article II, Section 1, Paragraph (b)(6) which shall be amended to read as follows:

(6) The 10th director shall be a representative of the Lubbock hotel and motel industry. The City Council may consider a candidate for this position from a list of candidate(s) (one or more) submitted by the Chairman of the Board and the CEO of the Corporation as a representative director from the Lubbock hotel and motel industry.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

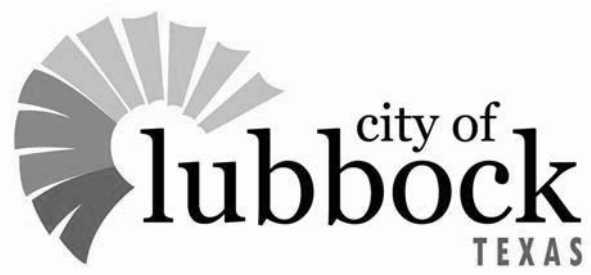
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney
vw:ccdocs/RES.Amend-MLEDC
December 13, 2013


city of
lubbock
TEXAS

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to submit a conditional proposal to the State of Texas in connection with the Urban Street Turn Back Program, regarding certain State roadways located in the City of Lubbock.

Item Summary

The Texas Department of Transportation (TxDOT) has contacted cities with a population of more than 50,000 informing them that TxDOT intends to consider transferring all maintenance and jurisdiction of certain non-controlled-access state highways to the cities in which they are located. This program is referenced as the Urban Street Turn Back Program. Turn back programs agreed upon by municipalities and TxDOT will be approved by the Texas Transportation Commission.
The Lubbock Urban Street Turn Back Program includes the following roadways for a total of 42.252 center line roadway miles:

State Designation	City Street Name	Limits
US 84/Spur 326	Avenue Q	N. IH 27 to S. IH 27
US 62	19th Street/Idalou Highway	Marsha Sharp to East Loop 289
SH 114	West 19th Street	W. Loop 289 to Marsha Sharp
FM 835	East 50th Street	IH 27 to Spur 331
FM 2255	4th Street	Research Blvd. to Marsha Sharp
SS 309	Research Blvd.	SH 114 to 4th Street
FM 40	East 4th Street	Idalou Hwy. to East Loop 289
FM 1730	Slide Road	S. Loop 289 to FM 1585
SS 331	Southeast Drive	50th Street to SE Loop 289
FM 1264	North University Ave.	Clovis Rd. to Regis
FM 2528	Frankford Avenue	Loop 289 to US 84
US 84	Clovis Road	Marsha Sharp to NW Loop 289

The proposed program will include currently scheduled work by TxDOT on a portion of the roadways in 2014 for an estimated total value of $3,480,400. In addition, TxDOT will provide an in-kind maintenance agreement for the following 5 years, through 2019. These in-kind services will be provided with maintenance services by TxDOT crews and will have a value to the City of Lubbock of $2,788,632. The maintenance has been calculated as $22,000 per centerline mile (100% in year 1, 80% in year 2, 60% in year 3, 40 % in year 4, and 20% in year 5). The total value of in-kind maintenance to the City equals $6,269,032.
If this request is accepted by the Texas Transportation Commission, and a final agreement in writing is reached by

the parties, the City of Lubbock will accept transfer of State's rights, title, interest, maintenance and jurisdiction of the roadways listed in the Lubbock Urban Street Turn Back Program. The City of Lubbock could then use the proposed in-kind maintenance services on roadways listed in the City of Lubbock Master Thoroughfare Plan.

Fiscal Impact

There will be no fiscal impact to the City of Lubbock. TxDOT will be providing in-kind maintenance services on City of Lubbock streets through 2019 for a total value of $6,269,032 through 2019.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Urban Street Turn Back Program

Exhibit A - Backup

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 propose conditionally to the State of Texas, Department of Transportation, for and on behalf of the City of Lubbock, certain terms, consistent in substance, and limited to, those set forth in Exhibit "A" attached hereto, regarding transfer to the City of Lubbock of rights, title, interests, maintenance, and jurisdiction of state roadways located in the city limits of the City of Lubbock, pursuant to the Urban Street Turn Back Program, with said proposal's being subject to final approval by all necessary parties of a written agreement, and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ for J. L.
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

TxDOT Urban Street Turn Back Offer.v2
12.13.20

EXHIBIT A

DATE November 21, 2013

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

SUBJECT TxDOT – Lubbock Urban Street Turn Back Program

Item Summary

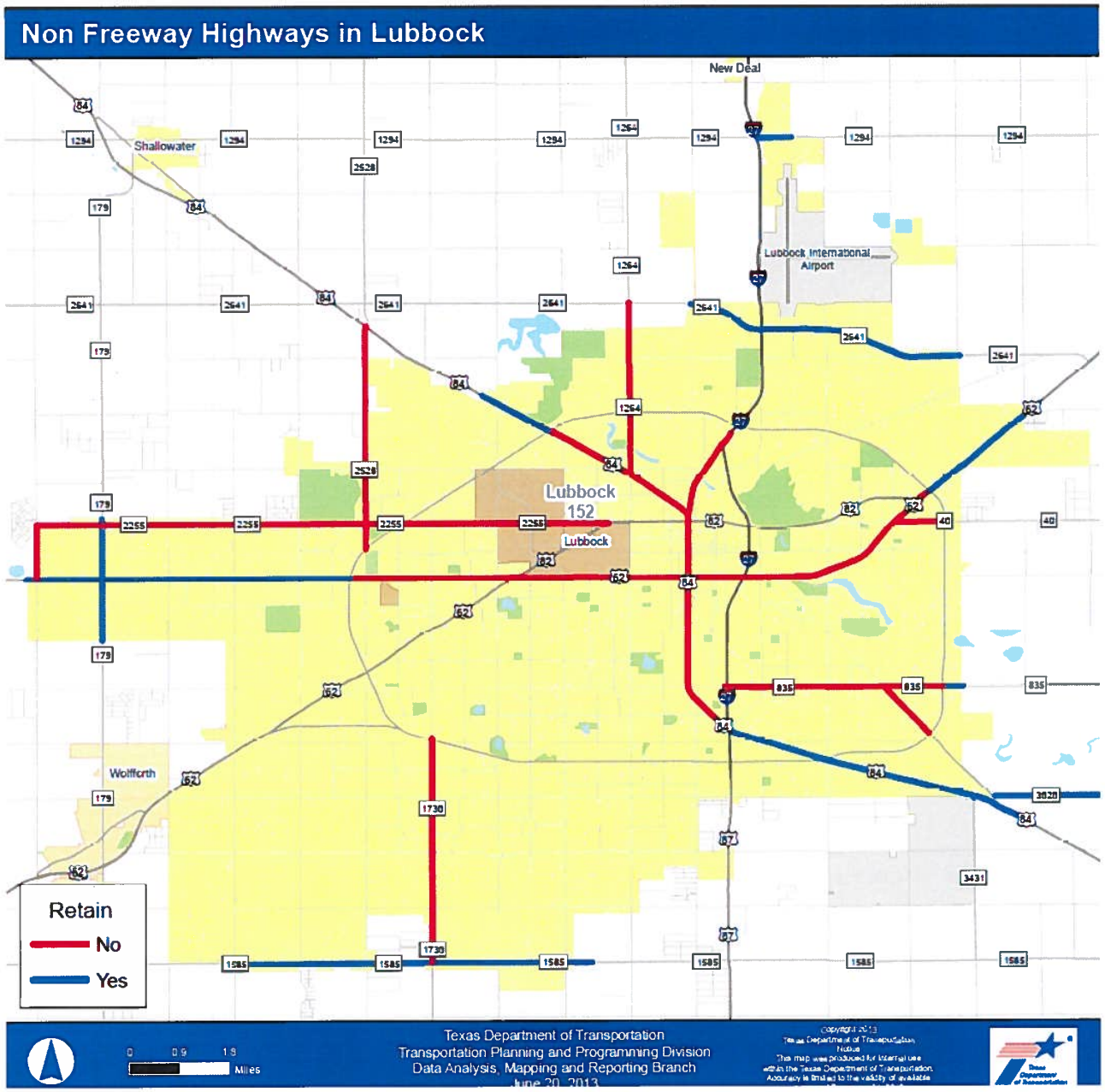
The Texas Department of Transportation (TxDOT) has contacted cities with a population of more than 50,000 informing them that TxDOT intends to consider transferring all maintenance and jurisdiction of certain non-controlled-access state highways to the cities in which they are located. This program is referenced as the Urban Street Turn Back Program. Turn back programs agreed upon by municipalities and TxDOT will be approved by the Texas Transportation Commission.

The Lubbock Urban Street Turn Back Program includes the following roadways for a total of 42.252 center line roadway miles also shown in the map on page 3 of this exhibit:

State Designation	City Street Name	Limits
US 84/Spur 326	Avenue Q	N. IH 27 to S. IH 27
US 62	19th Street/Idalou Highway	Marsha Sharp to East Loop 289
SH 114	West 19th Street	W. Loop 289 to Marsha Sharp
FM 835	East 50th Street	IH 27 to Spur 331
FM 2255	4th Street	Research Blvd. to Marsha Sharp
SS 309	Research Blvd.	SH 114 to 4th Street
FM 40	East 4th Street	Idalou Hwy. to East Loop 289
FM 1730	Slide Road	S. Loop 289 to FM 1585
SS 331	Southeast Drive	50th Street to SE Loop 289
FM 1264	North University Ave.	Clovis Rd. to Regis
FM 2528	Frankford Avenue	Loop 289 to US 84
US 84	Clovis Road	Marsha Sharp to NW Loop 289

The proposed program will include currently scheduled work by TxDOT on a portion of the roadways in 2014 for an estimated total value of $3,480,400. In addition, TxDOT will provide an in-kind maintenance agreement for the following 5 years, through 2019. These in-kind services will be provided with maintenance services by TxDOT crews and will have a value to the City of Lubbock of $2,788,632. The maintenance has been calculated as $22,000 per centerline mile (100% in year 1, 80% in year 2, 60% in year 3, 40 % in year 4, and 20% in year 5). The total value of in-kind maintenance to the City equals $6,269,032. This is outlined in the tables on page 4 of this exhibit.

If this request is accepted by the Texas Transportation Commission the City of Lubbock will accept transfer of State's rights, title, interest, maintenance and jurisdiction of the roadways listed in the Lubbock Urban Street Turn Back Program. The City of Lubbock can then use the proposed in-kind maintenance services on roadways listed in the City of Lubbock Master Thoroughfare Plan.


Non Freeway Highways in Lubbock
New Deal
Shallowater
Lubbock International Airport
Lubbock
152
Lubbock
Wolfforth
Retain
No
Yes
0
0.9
1.8
Miles
Texas Department of Transportation
Transportation Planning and Programming Division
Data Analysis, Mapping and Reporting Branch
June 20, 2013

Lubbock Urban Street Turn Back Program

Highway	City Street Name	Length	Work Planned	Value	
		Work to be performed by TxDOT in 2014			
FM 40	East 4th Street	0.767	Seal Coat Scheduled	$ 37,000	
FM 835	East 50th Street	3.299	Resurface Scheduled	$ 1,170,000	
FM 1730	Slide Road	4.088	Widen 98th to FM 1585	$ -	See Notes
FM 2255	4th Street	3.000	Seal Coat Scheduled	$ 122,000	
SH 114	West 19th (Loop to MSF)	2.488	Resurface Scheduled	$ 1,000,000	
SS 331	Southeast Drive	1.075	Seal Coat Scheduled	$ 51,400	
US 84	Clovis Road	6.729	Resurface Scheduled	$ 1,100,000	
		Value of Scheduled Work		$ 3,480,400	
Highway	City Street Name	Limits	Length	Maintenance Payment	- See Notes
		Year 1 (2015)			
US 84/Spur 326	Avenue Q	N. IH 27 to S. IH 27	5.130	$ 112,860	
US 62	19th Street/Idalou Highway	Marsha Sharp to East Loop 289	6.922	$ 152,284	
SH 114	West 19th Street	W. Loop 289 to Marsha Sharp	2.488	$ 54,736	
FM 835	East 50th Street	IH 27 to Spur 331	3.299	$ 72,578	
FM 2255	4th Street	Research Blvd. to Marsha Sharp	8.650	$ 190,300	
SS 309	Research Blvd.	SH 114 to 4th Street	0.977	$ 21,494	
FM 40	East 4th Street	Idalou Hwy. to East Loop 289	0.767	$ 16,874	
FM 1730	Slide Road	S. Loop 289 to FM 1585	4.088	$ 89,936	
SS 331	Southeast Drive	50th Street to SE Loop 289	1.075	$ 23,650	
FM 1264	North University Ave.	Clovis Rd. to Regis	2.647	$ 58,234	
FM 2528	Frankford Avenue	Loop 289 to US 84	2.992	$ 65,824	
US 84	Clovis Road	Marsha Sharp to NW Loop 289	3.217	$ 70,774	
		Year 1 Totals	42.252	$ 929,544	
		Year 2 (2016)			
		Year 2 Totals (80%)		$ 743,635	
		Year 3 (2017)			
		Year 3 Totals (60%)		$ 557,726	
		Year 4 (2018)			
		Year 4 Totals (40%)		$ 371,818	
		Year 5 (2019)			
		Year 5 Totals (20%)		$ 185,909	
		In Kind Totals		$ 2,788,632	
		Planned Work Total		$ 3,480,400	
		Value to City of Lubbock		$ 6,269,032	

Notes:

Value of Slide Road Widening of $13.5 million not included as it was a previously funded MPO project.

Maintenance Payment to be delivered by TxDOT as in-kind services.
Maintenance Payment calculated as $22,000 per centerline mile (100% in year 1, 80% in year 2, 60% in year three, 40% in year 4 and 20% in year 5.)

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

Meeting Date: 12/19/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an Amendment to the Downtown Revitalization Master Developer Consultant agreement between the City of Lubbock and McDougal Land Co., L.C. to provide master developer and consultant services to oversee and implement the Downtown Revitalization Action Plan.

Item Summary

The City Council approved a contract on December 4, 2008, effective January 1, 2009, with McDougal Land Co., LC to provide master developer and consultant services to oversee and implement the Downtown Revitalization Action Plan. The contract terminates on December 31, 2013 unless it is amended or extended by mutual agreement of both parties.

The Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF) Board of Directors have negotiated an amendment and extension to the Master Developer and Consultant Services agreement. The amendment includes revisions to the Scope of Services, Fees, Term, and adds an additional Article for definitions.

The fees in the amendment include both a monthly fee and performance-based incentives. The monthly fee has been reduced from $29,500 monthly to $15,000 monthly for the first three years of the agreement, and $12,500 monthly for the final two years. The not-to-exceed amount of this fee is $840,000 for the five-year period.

Two different performance based incentives are included in the agreement. These incentives are:

Class One performance incentives: Master Developer Consultant will receive a one-time payment equal to sixty per cent (60%) of the taxes that the CBD TIF receives the first year after completion of each project directly owned, developed, or initiated (provided the land “shovel-ready” and brought in the developer for the project) by the Master Developer or any affiliate of the McDougal Companies.

Class Two performance incentives: Master Developer Consultant will receive a payment each year during the five-year term equal to thirty percent (30%) of the taxes received by the CBD TIF on the new value added over the preceding calendar year excluding the new value added due to projects directly owned and developed or initiated by the Master Developer or any affiliate of the McDougal Companies.

Additional changes made to the agreement were for reimbursable expenses. The total reimbursable expenses under the agreement were reduced from $500,000 to $25,000 annually. Anything over this amount requires prior approval of the CBD TIF Board of Directors. Additional expenses for professional services contracted through third parties for land planning, schematic design, environmental assessments, utility relocation assessments, and other professional services in connection with the services of Master Developer Consultant are not included in the $25,000 limit, but must be approved on a case-by-case basis by the CBD TIF Board.

The contract was approved and recommended to the City Council at the November 25, 2013 meeting of the Central Business District TIF Board of Directors.

Fiscal Impact

Funding for the project is from the CBD TIF Fund.

Staff/Board Recommending

Robert Taylor, Chairman
Central Business District Tax Increment Financing Reinvestment Zone Board of Directors

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Attachments

Resolution and Master Developer Agreement

RESOLUTION

WHEREAS, the City of Lubbock welcomes new development projects and encourages all independent developers to work in the revitalization initiative for downtown Lubbock; and

WHEREAS, the City also recognizes the need for a Master Developer Consultant; and

WHEREAS, Master Developer Consultant, McDougal Land Company, L.C. and the City entered into an agreement known as the Downtown Revitalization Master Development Consultant Agreement (the "Agreement"), effective January 1, 2009, for Master Developer Consultant to act as consultants for the City and the CBD TIF in the assessment process, in the development of land use policies, in the visioning and other planning activities necessary to successfully redevelop, market and manage the urban redevelopment area of Downtown Lubbock and in overseeing and implementing the Downtown Revitalization Action Plan, and wherein, Master Developer Consultant agreed to use private funding to acquire property, sell property and recruit businesses to develop the downtown area; and

WHEREAS, the Agreement was scheduled to terminate December 31, 2013, unless amended or extended by mutual agreement of the parties under terms of the Agreement; and

WHEREAS, the City and the Master Developer Consultant desire to amend the terms of the Downtown Revitalization Master Developer Consultant Agreement; and

WHEREAS, the Central Business District Tax Increment Reinvestment Zone ("CBD TIF") Board of Directors has recommended this proposed amendment; NOW THEREFORE,

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to Downtown Revitalization Master Developer Consultant Agreement between the City of Lubbock and McDougal Land Company, L.C. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Taylor, Chairman,
Central Business District Tax Increment
Reinvestment Zone (CBD TIF)

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc: CityAtt/Linda/Res-Amendment Downtown Master Developer
December 3, 2013

STATE OF TEXAS §

COUNTY OF LUBBOCK §

AMENDMENT TO DOWNTOWN REVITALIZATION MASTER DEVELOPER CONSULTANT AGREEMENT

This Amendment to the Downtown Revitalization Master Developer Consultant Agreement ("Amendment") is entered into by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City"), and McDougal Land Company, L.C., an affiliate of the McDougal Companies (the "Master Developer Consultant").

WITNESSETH:

WHEREAS, the City of Lubbock welcomes new development projects and encourages all independent developers to work in the revitalization initiative for downtown Lubbock; and

WHEREAS, the City also recognizes the need for a Master Developer Consultant; Master Developer Consultant and City entered into an agreement effective January 1, 2009, for Master Developer Consultant to act as consultants for the City and the CBD TIF in the assessment process, in the development of land use policies, in the visioning and other planning activities necessary to successfully redevelop, market and manage the urban redevelopment area of Downtown Lubbock and in overseeing and implementing the Downtown Revitalization Action Plan, and wherein, Master Developer Consultant agreed to use private funding to acquire property, sell property and recruit businesses to develop the downtown area; and

WHEREAS, the Agreement was scheduled to terminate December 31, 2013, unless amended or extended by mutual agreement of the parties under the terms of the Agreement; and

WHEREAS, the City and the Master Developer Consultant desire to amend the terms of

this Agreement, and the terms of this Amendment have been recommended by the Board of Directors of the Central Business District Tax Increment Reinvestment Zone (the "CBD TIF"); NOW, THEREFORE, the City and Master Developer Consultant agree to amend the agreement as follows:

1. Article II, "Responsibilities of Master Developer Consultant" is deleted and replaced by the following article:

"ARTICLE II
RESPONSIBILITIES OF MASTER DEVELOPER CONSULTANT

2.1 Master Developer Consultant agrees to provide the services listed below and described in the Scope of Services attached as Amended Exhibit 'D' within the timeframes noted. Certain of these services may be provided by team members for the Master Developer Consultant, but the Master Developer Consultant shall remain responsible for the full performance of such services. Master Developer Consultant shall make progress reports, both oral and written to the CBD TIF Board and the City Council.

2.2 Master Developer Consultant agrees to work with Texas Tech to provide a Texas Tech presence downtown and to maximize student population in the downtown area.

2.3 Master Developer Consultant agrees to make every effort to secure development partners as necessary for specific development uses including multi-family and single-family residential, office, retail and commercial, including entertainment venues and restaurants.

2.4 Master Developer Consultant and development partners shall be responsible to undertake all acquisition of land and structures for redevelopment or demolition as appropriate, providing all costs associated with survey, appraisal, legal fees, property acquisition and other costs.

2.5 Master Developer Consultant agrees to make every effort to assist in resolving environmental issues for the land and structures acquired.

2.6 Master Developer Consultant agrees to lead the effort to organize Public Improvement Districts (PIDs) in the various districts in the downtown area in need of additional improvements or services beyond those provided by the City or the CBD TIF.

2.7 Master Developer Consultant agrees to provide consultant services as necessary to the City's staff and to coordinate public and private development."

2. Article III, "Responsibilities of City," is amended by deleting Paragraph 3.9.

3. Article IV, "Term" is deleted and replaced by the following article:

"ARTICLE IV
TERM

4.1 The term of this Agreement shall begin on the date of execution of this Amendment and end upon the earlier of (a) the complete performance of all obligations and conditions precedent by parties to this Agreement or (b) the expiration of five years.

4.2 Notwithstanding the language of Paragraph 4.1, this Agreement may be terminated by either City or the Master Developer Consultant, by giving written notice at least ninety (90) days prior to the date of termination. In the event of such termination, City shall pay Master Developer Consultant for services performed or incurred prior to the termination date."

4. Article V, "Fees" is deleted and replaced by the following article:

"ARTICLE V
FEES

5.1 Master Developer Consultant professional fees for planning and consulting shall not exceed eight hundred forty thousand dollars ($840,000.00) for the five-year period. Master Developer Consultant will provide invoices on a monthly basis for specific tasks performed as set forth in Article II and/or the Amended Exhibit D. Monthly Invoices shall be in the amount of fifteen thousand dollars ($15,000.00) per month for the first three years and twelve thousand five hundred dollars ($12,500.00) per month for the final two years of the Agreement.

5.2 Master Developer Consultant fees for development services, as authorized by Chapter 380 of the Texas Local Government Code under the following plan, shall be performance-based and determined on a percentage of the tax increment added to the CBD TIF tax increment fund due to the increased value going on the tax rolls in the CBD TIF area during the preceding calendar year.

5.2.1 Class One performance incentives: On July 1 of the year following substantial completion of a project, Master Developer Consultant shall receive a one-time payment in an amount equal to sixty per cent (60%) of the total new tax increment added to the CBD TIF fund attributable to each project if the project is directly owned and developed by the Master Developer or any affiliate of the McDougal Companies, or if the Master Developer or any affiliate of the McDougal Companies initiated the project (provided the land "shovel-ready" and brought in the developer for the project). If a project is begun during the 5-year term of the agreement, but not completed until after said term, Master Developer Consultant shall not receive the incentive until July 1 of the year following substantial completion of the project.

5.2.2 Class Two performance incentives: On July 1 of each year following calendar years 2014-2018, Master Developer Consultant shall receive an amount equal to thirty percent (30%) of the total new tax increment added to the CBD TIF Fund during the preceding calendar year excluding the tax increment added due to projects directly owned and developed or initiated by the Master Developer or any affiliate of the McDougal Companies.

5.3 Master Developer Consultant will keep and maintain time and expense records relating to the specific tasks performed and the deliverables accomplished together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. Invoices will be reviewed by the Development Committee of the CBD TIF Board before payment is made. The City shall have the right to examine such records as it deems necessary upon reasonable notice to Master Developer Consultant.

5.4 The Deliverables Schedule in Amended Exhibit D sets out the method for establishing the deliverables that the parties anticipate and intend will be completed in 2014. Master Developer Consultant will meet with staff and the Development Committee of the CBD TIF quarterly to review and update the deliverables as conditions change in downtown redevelopment. At the end of year one, the Development Committee will evaluate the progress made by the Developer and report to the CBD TIF Board. Sixty days prior to each anniversary date for this Agreement, as amended, the parties will come together and agree on the deliverables that will be due during the next contract year. The agreed deliverables shall be reduced to writing each year and presented to the CBD TIF Board.

5.5 Reimbursable expenses shall include actual expenditures made by the Master Developer Consultant in the interest of the City under this Agreement and will be billed at the actual cost to the Master Developer Consultant plus five percent (5%) for handling and indirect costs. Total reimbursable expenses under this Agreement shall not exceed Twenty-five Thousand Dollars ($25,000.00) per year. Expenses exceeding this limit must be presented to the CBD TIF Board for approval on a case-by-case basis. Reimbursable expenses include the costs of items such as the following:

5.5.1 Copying of drawings specifications, reports, cost estimates reproductions, plots, copy expenses, postage, handling, and delivery of documents prepared in connection with the services of the Master Developer Consultant under this Agreement.

5.5.2 Cost of authorized out-of-town travel and subsistence for Master Developer Consultant in connection with this Agreement

5.5.3 Cost of professional services contracted through third parties for land

planning, schematic design, environmental assessments, utility relocation assessments, and other professional services in connection with the services of Master Developer Consultant under this Agreement. These expenses are not included in the $25,000.00 limit, but must be approved on a case-by-case basis by the CBD TIF Board.

5.5.4 Other similar direct project-related expenditures as approved by the CBD TIF Board.

5.5.5 Direct personnel expenses such as salaries, employee benefits, or insurance are not reimbursable expenses."

5. Article XI, "Federal Funding" is deleted in its entirety.

6. A new Article entitled "Definitions" and numbered Article XI is hereby added:

"ARTICLE XI
DEFINITIONS

11.1 Affiliate of the McDougal Companies – an entity in which the McDougal Companies have an ownership interest and exercise control over said entity.

11.2 Central Business District TIF (CBD TIF) – the tax increment financing reinvestment zone for downtown Lubbock generally bounded by the Marsha Sharp Freeway on the north, Avenue Q on the west, 19th Street on the south, and I-27 on the east, established in 2001 by Ordinance 2001-O00091.

11.3 Class One Incentive – financial incentive based on new tax increment added to the CBD TIF tax increment fund due to increased value going on the tax rolls in the CBD TIF area for a single project directly owned and developed by the Master Developer or any affiliate of McDougal Companies, or initiated (provided the land "shovel-ready" and brought in the developer for the project) by the Master Developer or any affiliate of McDougal Companies.

11.4 Class Two Incentive – financial incentive based on new tax increment added to the CBD TIF tax increment fund due to increased value going on the tax rolls in the CBD TIF area during calendar years 2014-2018, excluding the tax increment for (i) projects directly owned and developed by the Master Developer or any affiliate of McDougal Companies, and (ii) projects initiated by the Master Developer or any affiliate of McDougal Companies.

11.5 Class One Incentive Effective Date – January 1 following the calendar year of substantial completion of a project.

11.6 Class Two Incentive Effective Date – January 1 following calendar years 2014-

2018.

11.7 Class One Incentive Payment Schedule – Payment due July 1 following the calendar year of substantial completion of the project. . If the tax value assigned by LCAD is appealed, payment will be delayed until a final determination of value is identified.

11.8 Initiated – a project is considered to be 'initiated' by the Master Developer if the Master Developer provided the 'shovel-ready' land for the project and brought in the developer for the project.

11.9 Tax value – value of real property and improvements as appraised by the Lubbock Central Appraisal District (LCAD).

11.10 Project Identification -- A project, as the term is used in this Agreement, is initiated upon issuance of a building permit by the City of Lubbock.

11.11 Tax Increment – the amount of a project's tax increment for a year is the amount of property taxes levied and assessed by CBD TIF participating taxing units for that year on the captured appraised value of the project's real property. The captured appraised value of the project's real property is the taxable value of the real property after the project less the taxable value of the project real property prior to creation of the CBD TIF.

11.12 TIRZ or TIF – tax increment financing reinvestment zone established under Texas Tax Code Chapter 311."

7. Article XII, paragraphs 12.2 and 12.3 are deleted and replaced by the following paragraphs:

"12.2 If intended for City, notice shall be sent to:

City Manager
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457

12.3 If intended for Master Developer Consultant, notice shall be sent to

Mr. Delbert McDougal
McDougal Land Company, L.C.
5001 W Loop 289
Lubbock, Texas 79414"

8. Exhibit D "Scope of Services" is deleted and replaced by the following "Amended Exhibit D":

"Amended Exhibit D

SCOPE OF SERVICES

Assumptions

- The scope of services is for five years
- Tasks for all Team members are included in the Scope of Services
- The City will support this agreement by providing available city maps, aerials, reports and other information within reason, as requested to the McDougal Land Company, L.C. Team.
- It is possible/probable that the McDougal Land Company, L.C. (the Team) will be working on tasks from each of the categories at any given period.
- McDougal Land Company, L.C. will provide appropriate documentation and request draws from the City/TIF on a monthly basis.

Category One: Environmental Analysis

Task 1.1 Implementation of Mitigation Programs

If the Team becomes aware that a comprehensive environmental Phase I analysis of property within the CBD TIF has determined that a mitigation such as a Municipal Settings Designation (MSD) will be required, the Team shall gather the information required, prepare, and file an application with the City for an MSD covering the appropriate area within the CBD TIF.

- Deliverables:
  - Present the Phase I Environmental report to the CBD TIF Board.
  - Preparation of the MSD application if required.

- Meetings:
  - Quarterly report and presentation to the CBD TIF Board and reports to the City Council as requested.
  - With City and CBD TIF Board, present an MSD Program for approval if deemed necessary.

Category Two: Visioning

The Visioning Phase provides a more detailed creative overall vision for the downtown redevelopment initiative, transforming the Preferred Plan from the Downtown Revitalization Action Plan into a level two Master Plan. A level two Master Plan involves developing a plan on a block-by-block basis and on a district–by-district basis. Components of the Plan will include:

- Land Use
- Urban Design

- Catalytic Projects
- Economic Development

Task 2.1 Land Use

In the Downtown Revitalization Action Plan, the target area consists of six defined districts (Residential, Central Business District, Entertainment, Convention & Arts, Bridge Corridor, and Destination Retail). On a district-by-district basis, the Team will identify land uses on a block-by-block basis and illustrate the uses on a Plan. The uses will include residential, commercial, entertainment, public and gateways. Each district will be represented by its own character and be coordinated with the public guidelines.

Task 2.2 Urban Design

The primary goal for the revitalization effort is to focus on urban design characteristics. Particular issues that will be addressed include parking requirements, density and floor-area-ratio, minimum/maximum setbacks, and vertical and horizontal mixed-use.

2.2.1 Encourage developers to buy-in to the goals and objectives of the revitalization effort by their voluntary compliance with the regulations and processes.

2.2.2 Increase and diversify downtown housing stock creating a market to initiate residential return to include:

- Senior housing
- Empty nesters
- Affordable housing
- Multi-family housing
- High-density housing
- Lofts & condominiums
- Student housing

Task 2.3 Catalytic Projects

The Team will identify catalytic projects that are either big picture items that will change the underlying theme or focus of a district; or smaller earlier action projects that will initiate momentum for the plan and create massing opportunities.

Task 2.4 Economic Development

Encourage reinvestment in the downtown core. Business is critical to the identity, character and success of the downtown initiative. Encourage downtown merchants to offer something unique and an overall experience and ambiance. Encourage small retail shops and businesses to offer unique products, specialized customer service and create the small-town nostalgic feel that can draw consumers downtown.

2.4.1 Create a diverse culture business district that will encourage private participation with unique products and service.

2.4.2 Initiate strategies to attract franchisees for Arts & Cultural District hotel

and movie theatre.

2.4.3 Pursue opportunities for artists' live/work studio spaces within the Arts and Cultural District. Work with City planning to create an artist-in-residence program.

2.4.4 Initiate fundraising effort to solicit contributions and public/private partnerships to develop large public projects such as Civic Center renovation and/or expansion, arena, and the Avenue J corridor.

2.4.5 The Team will work with City staff to coordinate and leverage applications for grants/funding for physical, economic and tourism related funds.

- Deliverables:
  - Detailed land use master plan for each identified district in the CBD
  - Report and make project specific recommendations regarding urban design concepts for CBD.
  - Report and make recommendations to City and CBD TIF Board regarding catalytic projects, as identified in the downtown master plan
  - Make recommendations to the CBD TIF Board regarding a strategic plan to fund public projects and facilities.

- Meeting:
  - Quarterly presentations to the CBD TIF Board and presentations to the City Council upon request.

Category Three: Establish Downtown Lubbock Public Improvement District(s)
Lead an effort to establish the Downtown Public Improvement District(s) as recommended in the Downtown Revitalization Action Plan.

Task 3.1 PID Creation Process
Work with the City staff and others to develop a process, including a time schedule to establish a Public Improvement District(s) for downtown Lubbock.

Task 3.2 Petition
With the assistance of City staff and others, prepare a Petition and solicit signatures in support of a request to create a PID in accordance with Texas Local Government Code Chapter 372, identifying the proposed district boundaries, proposed service plan, and proposed assessment rate.

Task 3.3 Service Plan
With input from the CBD TIF Board and downtown stakeholders in the area requesting the PID, identify services to be provided in the district and costs associated with the delivery of the services.

Task 3.4 Assessment Method and Rate

With the assistance of City staff, project and recommend an assessment rate required to meet the needs illustrated in the Service Plan. Work with City staff to create a financial model illustrating the proposed services and funding needs over a five year time period.

- Deliverables:
  - Submit the Downtown Public Improvement District Petition(s) and signatures in accordance with Texas Local Government Code Chapter 372.
  - Provide the Service Plan(s) for the PID.
  - Provide a financial model of the impact of the proposed assessment rate over a five year period.

- Meetings:
  - Make a presentation to the City Council for the purpose of creating the Downtown Lubbock Public Improvement District.
  - Make a presentation to City Council for the purpose of recommending an assessment rate(s) to be set for the Downtown Lubbock Public Improvement District.

Category Four: Promotion and Marketing of Downtown

Focus marketing efforts in three areas: business recruitment, tourism, and community relations. Seek to attract more Class A office space; promote local, regional and national events to increase tourism; and create a public relations and marketing program designed to attract private investors and development talent committed to realizing the intent of the Downtown Revitalization Action Plan.

Task 4.1 Business Recruitment

Develop marketing materials to attract corporate headquarters and white-collar enterprise companies. Marketing materials should showcase Lubbock's attractions: historic, cultural, recreational, economic, and educational. If necessary, recommend enhanced code enforcement, demolition, environmental mitigation, and historic preservation for specific areas of downtown.

Task 4.2 Tourism

Work with the Convention and Visitors Bureau to create tourism by marketing specific topics such as shopping, culture, heritage, athletics, restaurants, and entertainment venues to promote more trade shows, conventions, and meetings.

Task 4.3 Community Relations

Gain state, regional, and community acceptance of the downtown redevelopment effort by:

- Regular reports to city, county, special district commissions, service clubs and other interested organizations
- Work with City staff to continually update the city's Downtown website

- Articles in local and regional media outlets.
- Maintain direct contact with development organizations with a demonstrated talent and track record—whose participation and influence would enhance the quality and scope of the revitalization effort.

Task 4.4 Employment
Commence community-wide initiatives with Workforce Development and LEDA to address current and future employment needs.

- Deliverables:
  - Summary of overall marketing plan
  - Copies of brochures of marketing pieces for tourism
  - Power point presentations

- Meetings:
  - Presentations to CBD TIF Board and City Council showing marketing plans and sample promotional documents.

Deliverables Schedule

Year One

Proposed deliverables to be completed in 2014 include the following:

Article II responsibilities and Scope of Services, Category Two, Visioning:

- Design of Gateway to Downtown at Avenue Q and Broadway (four corners).
- Assist current owners with utility and other city issues in expansion projects for current facilities.
- Assist developers interested in renovations of existing buildings.
- Encourage office and retail development in mixed-use facilities.
- Assist and encourage developers interested in developing hotels downtown.
- Create interest with other developers, including local developers, to invest in development projects in the downtown TIF zones.
- Evaluate a Downtown Public Transportation Plan

Scope of Services, Category Three, Establish Downtown Public Improvement Districts:

- Work with City staff and others to determine the needs in the five zoning districts that might be filled by a PID or PIDs in the downtown area.

Scope of Services, Category Four, Promotion and Marketing of Downtown:

- Make reports to City, County, service clubs and other interested organizations to maintain excitement and promote the downtown redevelopment effort.

Master Developer Consultant will meet with the Development Committee of the CBD TIF Board quarterly during 2014 to report on progress made and to review and update these deliverables as situations change in the downtown redevelopment effort. At the end of year one, the Development Committee will evaluate the progress made by the Developer on the deliverables and report to the CBD TIF Board.

Years Two, Three, Four and Five

In future years, sixty days prior to each anniversary date for this Agreement, the parties will again come together and agree on the deliverables that will be due during the next contract year, reduce the agreement to writing and present it to the CBD TIF Board. Master Developer Consultant will meet with the Development Committee of the CBD TIF Board quarterly to report on progress made and to review and update the deliverables as situations change in the downtown redevelopment effort. At the end of each year, the Development Committee will evaluate the progress made by the Developer on the deliverables and report to the CBD TIF Board."

The parties enter into this Amendment to the Downtown Revitalization Master Developer Consultant Agreement on _____, 2013.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

_____
Robert Taylor, Chairman
Central Business District Tax Increment
Reinvestment Zone (CBD TIF)

MASTER DEVELOPER CONSULTANT:
MC DOUGAL LAND COMPANY, L.C.

_____
By:

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc: Cityatt/Linda/ Amendment to Master Developer Consultant Agreement Final November 25, 2013

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

Meeting Date: 12/19/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider three appointments to the Central Business District TIF Board of Directors, one appointment to the Community Development & Services Board, four appointments to the Libraries Board, one appointment to the Lubbock Business Park TIF Board of Directors, one appointment to the Lubbock Emergency Communications District Board of Managers, one appointment to the Lubbock Housing Finance Corporation, and one appointment to the Model Codes & Construction Advisory Board.

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, DECEMBER 19, 2013 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	COMMUNITY DEVELOPMENT & SERVICES BOARD	BOATMAN, DON	03.01.15	N/A	DISTRICT 5	RESIGNED/REPLACE	N/A
	2	LIBRARIES BOARD	BRYANT, LeEARL	01.01.14	100%	DISTRICT 1	REPLACE	N/A
			HEINZ, LAURA	01.01.14	100%	DISTRICT 2	REAPPOINT	Y
			SAVAGE, KAREN	01.01.14	N/A	DISTRICT 6	REPLACE	N/A
			SWOBODA, MARK	01.01.14	33%	DISTRICT 3	REPLACE	Y
	3	MODEL CODES & CONSTRUCTION ADVISORY BOARD	MALOY, BILL	10.01.13	N/A	LAA MEMBER	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.

COMMUNITY DEVELOPMENT & SERVICES BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	58.8% (10)
Hispanic	32.6%	27.6%	10.1%	17.6% (3)
African-American	8.7%	7.4%	10.1%	17.6% (3)
Other	3.7%	4.0%	6.3%	6.0% (1)
GENDER				
Male	48.5%	47.0%	75.3%	76.5% (13)
Female	51.5%	53.0%	24.7%	23.5% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	17.5% (3)
District 2	16.4%	12.7%	4.1%	6.0% (1)
District 3	16.3%	16.1%	13.3%	6.0% (1)
District 4	17.0%	17.0%	20.6%	29.4% (5)
District 5	16.7%	19.4%	27.5%	23.5% (4)
District 6	17.2%	19.9%	19.3%	17.6% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Serves as advisory board to the City Council, with power to hold hearings in the county and to consider and make recommendations to the City Council on any and all matters pertaining to the community development services of the county.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Boatman, Don (M,A,5)	District 5	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Don Boatman:

Bobby Cude (M,A,5) CTSI

Jesse Jalomo (M,H,5) Texas Tech University

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/25/2013

Sorted: By Preference

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

Community Development & Services Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1203		Carpenter	Linda	F	A		60+	Retired	Retired	6
1005		Davidson	Lea	F	A		50-59	Coordinator Special Event	Texas Tech University	3
0502		Downs	Virginia	F	A	C	30-39	Editor	TTU Outreach & Extend	3
1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
0412		Hardman	Brittain	M	A	NW	50-59	Insurance Agent	AFLAC	6
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0609		Mitchell	Kevin	M	A		30-39	Banker	Peoples Bank	4
1301		Olivarez	Margarita	F	H		40-49	WF Manager	AT&T	6
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
Second Preference:										
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
1308		Jalomo	Jesse	M	H		40-49	Higher Education	Texas Tech University	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
0502		Shapiro	Beth	F	A	C	40-49	Marriage & Family Therapi	Gateways Counseling,	3
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Direct	The Door	4
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Third Preference:										
1306		Bean	Zachary	M	A		18-29	Physician Practice Admini	Arthritis & Osteoporosis	5
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
1308		Schmidt	Karla	F	A		50-59			5
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
Fourth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0609		Hurt	William	M	A		30-39	Police Officer	Lubbock PD	3
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
Fifth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
1002		Walker	William	M	A		18-29	Student		3

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/25/2013
Sorted: By Preference

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

Community Development & Services Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
Sixth Preference:										
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
1012		Jackson	Mike	M	A		30-39	Commercial Banker	Happy State Bank	5
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
DISTRICT 5			*Retired*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Boatman	N	*5705 76th Street*		*2nd:* -	
Mr. Don		*Lubbock TX 79424*		*1st:* 12/1/2011 - 3/1/2012	
	Y	*don.boatman@att.net*		*Fax:*	
	N	*(806) 764-5843*			
	Y	*(806) 773-0020 CEL*			
E-mail					
DISTRICT 6				*Curr:* 3/1/2012 - 3/1/2015	*Y*
Carpenter	Y	*4802 6th St*		*2nd:* -	
Mrs. Linda		*Lubbock TX 79416*		*1st:* -	
	Y	*tuffyb1@aol.com*		*Fax:*	
	Y	*(806) 799-3514*			
	Y	*CEL*			
E-mail					
PUBLIC SECTOR			*Plains Cotton Cooperative Ass*	*Curr:* 3/1/2012 - 3/1/2015	*N*
Curnow	N	*2721 87th Street*	*3301 E. 50th St*	*2nd:* -	
Mr. William		*Lubbock TX 79423*	*Lubbock TX 79404*	*1st:* 3/29/2009 - 3/1/2012	
		bcurnow@kernow.com	*(806) 763-8011*	*Fax:* *(806) 724-3017*	
	Y	*(806) 535-4775 CEL*			
E-mail *bill.curnow@pcca.com*					
PUBLIC SECTOR				*Curr:* 3/1/2012 - 3/1/2015	*N*
Edwards	Y	*3004 80th Street*		*2nd:* -	
Ms. Nettie		*Lubbock TX 79423*		*1st:* 3/23/2009 - 3/1/2012	
	Y	*(806) 745-1461*		*Fax:*	
		(806) 787-3719 CEL			
E-mail					
DISTRICT 3			*Southwest Bank*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Foster		*11405 Trafalgar Avenue*	*10115 Quaker Avenue*	*2nd:* -	
Mr. Brice		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	Y	*(806) 745-4970*	*(806) 771-9494*	*Fax:* *(806) 771-7494*	
	N	*(806) 790-0835 CEL*			
E-mail *brice.foster@southwbank.com*					

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 11/25/2013

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
DISTRICT 1			*Associated Business Services*	*Curr:* 4/26/2012 - 3/1/2015	*Y*
Garcia		*2815 2nd Place*	*1220 Broadway, Ste 907*	*2nd:* -	
Mr. Jaime		*Lubbock TX 79415*	*Lubbock TX 79401*	*1st:* -	
		(806) 762-2042	*(806) 744-1984*	*Fax:* *(806) 744-8459*	
		(806) 928-8690 CEL			
E-mail *jaimedgarciaabs@yahoo.com*					
DISTRICT 1				*Curr:* 3/1/2013 - 3/1/2016	*Y*
Gonzales	Y	*104 N. Ave L*		*2nd:* -	
Ms. Raquel		*Lubbock TX 79401*		*1st:* -	
	N	*spongeqrel@aol.com*			
	Y	*(806) 470-3467*	*(806) 470-3467*	*Fax:*	
	N	*CEL*			
E-mail *spongeqrel@aol.com*					
CATEGORY 3			*Retired*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Gutierrez		*2610 Amherst*		*2nd:* -	
Mr. Francisco		*Lubbock TX 79415*		*1st:* -	
		(806) 744-5002		*Fax:*	
		CEL			
E-mail					
PUBLIC SECTOR			*Lubbock MHMR*	*Curr:* 3/1/2012 - 3/1/2015	
Karr		*3421 68th Drive*	*904 Ave O*	*2nd:* -	
Mr. Roger		*Lubbock TX 79413*	*Lubbock TX 79408*	*1st:* -	
		(806) 797-7112	*(806) 766-0330*	*Fax:* *(806) 766-0250*	
		CEL			
E-mail *rkarr@lubbockmhmr.org*					
DISTRICT 6			*Texas Tech University*	*Curr:* 5/1/2013 - 3/1/2016	*Y*
Kelly		*2607 Slide Rd. #4*	*1802 Hartford*	*2nd:* -	
Mr. David		*Lubbock TX 79407*	*Lubbock TX 79409*	*1st:* -	
		806-441-1434	*806-742-3990*	*Fax:* *806-742-1629*	
		CEL			
E-mail					

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

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Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
DISTRICT 1			*McNamara Law Firm*	*Curr:* 4/26/2012 - 3/1/2015	*Y*
McNamara		*2609 Newcomb*	*1114 Texas Avenue*	*2nd:* -	
Mr. William		*Lubbock TX 79415*	*Lubbock TX 79401*	*1st:* -	
		(806) 441-9988	*(806) 747-8989*	*Fax:* *(806) 763-8898*	
		CEL			
E-mail *mcnamara_lawoffice@yahoo.c*					
DISTRICT 5				*Curr:* 3/1/2013 - 3/1/2016	*N*
Patel		*5115 97th Street*		*2nd:* -	
Ms. Harsha		*Lubbock TX 79424*		*1st:* 3/1/2010 - 3/1/2013	
		harsha_p@yahoo.com		*Fax:*	
		(806) 798-3295			
		(806) 438-1337 *CEL*			
E-mail *harsha_p@yahoo.com*					
DISTRICT 2			*Lubbock Regional MHMR*	*Curr:* 3/1/2012 - 3/1/2015	*N*
Phea	N	*1819 E. 24th St*	*PO Box 2828*	*2nd:* 3/1/2009 - 3/1/2012	
Mr. Joe		*Lubbock TX 79404*	*Lubbock TX 79408*	*1st:* 3/1/2006 - 3/1/2009	
	N	*(806) 747-5104*	*(806) 773-7854*	*Fax:* *(806) 773-7854*	
		CEL			
E-mail *jphea@yahoo.com*					
DISTRICT 4			*TTU*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Ricks	Y	*4911 60th Street*		*2nd:* -	
Mr. Greg		*Lubbock TX 79414*		*1st:* 10/21/2011 - 3/1/2012	
	Y			*Fax:*	
	Y	*(806) 792-2890*			
	Y	*CEL*			
E-mail *greg_ricks@ttu.edu*					
DISTRICT 2			*Texas Gutters / MCR Custom*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Roberson	Y	*9203 Hyden Avenue*	*P.O. Box 53202*	*2nd:* -	
Mr. Michael "Craig"		*Lubbock TX 79424*	*Lubbock TX 79453*	*1st:* 3/1/2010 - 3/1/2013	
	Y	*(806) 771-5185*	*(806) 781-9188*	*Fax:* *(806) 771-6980*	
		(806) 928-7532 *CEL*			
E-mail *txgutters@gmail.com*					

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 11/25/2013

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential	Home	Business			Reappt Elig.
PUBLIC SECTOR			*Jerry's Barber Shop*	*Curr:*	3/1/2013 - 3/1/2016	*N*
Stanley	N	*3801 25th Street*	*6520 University Avenue Ste 1*	*2nd:*	-	
Mr. Maurice		*Lubbock TX 79410*	*Lubbock TX 79413*	*1st:*	8/26/2010 - 3/1/2013	
	N		*(806) 795-7332*	*Fax:*		
	N	*(806) 241-4839*				
	N	*(806) 241-4839 CEL*				
E-mail		*mstanley4839@msn.com*				
PUBLIC SECTOR			*LISD*	*Curr:*	5/23/2013 - 3/1/2016	*Y*
Wilson	N	*9713 Lynnhaven Ave.*		*2nd:*	-	
Mr. Scott		*Lubbock TX 79423*		*1st:*	-	
		jthcoach@sbcglobal.net		*Fax:*		
	N	*(806) 793-5081*				
		CEL				
E-mail						

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** *Last Update:* 11/25/2013

LIBRARIES BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	77.8% (7)
Hispanic	32.6%	27.6%	10.1%	11.1% (1)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	11.1% (1)
GENDER				
Male	48.5%	47.0%	75.3%	33.3% (3)
Female	51.5%	53.0%	24.7%	66.7% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	33.3% (3)
District 2	16.4%	12.7%	4.1%	0.0% (0)
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%	11.1% (1)
District 6	17.2%	19.9%	19.3%	22.2% (2)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Makes recommendations to the City Council regarding the operation of the public libraries in Lubbock.

QUALIFICATIONS: One member appointed from each Council Member's district, two members appointed At-Large (to represent the Mayor), and one member shall be the newly elected president of the Friends of the Lubbock City-County Library.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bryant, LeEarl (F,A,1)	District 1	N/A	N/A	Replace
Heinz, Laura (F,A,5)	District 2	100%	Y	Reappoint
Savage, Karen (F,A,6)	District 6	N/A	N/A	Replace
Swoboda, Mark (M,A,3)	District 3	33%	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace LeEarl Bryant, District 1:
Alice Lozada (F,H,1)

To reappoint Laura Heinz, District 2

LIBRARIES BOARD – CONTINUED:

To replace Karen Savage, District 6:

Esther DeLeon (F,H,6) Texas Tech University
Kristin Whittenburg (F,A,6) Region 17

To replace Mark Swoboda, District 3:

Theresa Trost (F,A,3) Retired Librarian
Ed Veal (M,A,3) By Water Solutions

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/23/2013

Sorted: By Preference

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

Libraries Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0809		Burnett	Clif	M	A		50-59	Retired	Lubbock County Registe	0
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
0412		Evans	Marie	F	A	S	50-59	Sales/Ind Rep	Geiger	5
0503		George	Cecilia	F	A	C	50-59	Homemaker	Homemaker	3
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
1104		Trost	Theresa	F	A		60+	Retired Librarian		3
1302		Veal	Edward	M	A		40-49	Development Specialist	By Water Solutions	3
0612		Walz	John	M	A		60+	Retired Attorney	Retired	5
Second Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0502		Downs	Virginia	F	A	C	30-39	Editor	TTU Outreach & Extend	3
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0411		McDaniel	Dorothy	F	A	C	50-59	Retired		4
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
1011		Wiggins	Gary	M	A		60+	Retired		3
Third Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	0
1304		Dickerson	Brent	M	A		30-39	Writer/Student	Absolute Rights/Idea inc	4
1112		Frye	Kate	F	A		50-59	Retired		5
1004		Griswold	Mary	F	A		50-59	Activites/Education Directo	Redr Frame & Art	4
Fourth Preference:										
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1307		McKenzie	Robert	M	AA		50-59	President/CEO	Attitude Incorporated	4
Fifth Preference:										
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Sixth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1301		Low	Lisa	F	A		40-49	Director of Communication	Texas Tech Alumni Ass	5
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4

Committee #26 Libraries Board

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 1				Curr: 1/27/2011 - 1/1/2014	Y
Bryant	Y	*1707 32nd Street*		2nd: -	
Ms. LeEarl		*Lubbock TX 79411*		1st: -	
				Fax:	
	N	*(806) 744-7657*			
		CELL			
E-mail					
DISTRICT 5			*Guadalupe Parkway Sommervi*	Curr: 1/1/2013 - 1/1/2016	N
Esqueda		*8314 Hartford*	*405 N. MLK Jr. Blvd.*	2nd: -	
Ms. Adela		*Lubbock TX 79423*	*Lubbock TX 79403*	1st: 1/1/2010 - 1/1/2013	
			(806) 763-3963	Fax: *(806) 763-0379*	
		(806) 549-2540 CELL			
E-mail	*dela-gpnc@hotmail.com*				
DISTRICT 2			*Texas Tech Univ. Library*	Curr: 1/27/2011 - 1/1/2014	Y
Heinz	N	*4430 80th Street*	*M.S. 0002*	2nd: -	
Ms. Laura		*Lubbock TX 79424*	*Lubbock TX 79409*	1st: 2/26/2009 - 1/1/2011	
	N	*(806) 795-4448*	*(806) 742-2238*	Fax: *(806) 742-1964*	
		CELL			
E-mail					
DISTRICT 4				Curr: 1/1/2013 - 1/1/2016	Y
King	N	*3410 74th Street*		2nd: -	
Mr. David		*Lubbock TX 79423*		1st: 3/2/2011 - 1/1/2013	
	N				
	Y	*(806) 535-5141*		Fax:	
	N	*(806) 535-5141 CELL*			
E-mail					
MAYOR				Curr: 1/1/2012 - 1/1/2015	Y
McDonald	Y	*2816 N. Meadow Drive*		2nd: -	
Mrs. Nadine		*Lubbock TX 79403*		1st: 1/1/2009 - 1/1/2012	
				Fax:	
	Y	*(806) 762-5011*			
		CELL			
E-mail					

Chair/Pres:	Nadine McDonald	**Staff Liaison:**	Jane Clausen
Vice Chair/V.P.:	Adela Esqueda	**Term:**	3 Years
Sec./Treasurer:	LeEarl Bryant	**Ex-Officio Mbr.:**	Jane Clausen (Director of Library)

President of Friends of the Library holds one position, subject to Council approval.

Ralph Shelton 1st Term 05/05-01/06

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

Last Update: 11/23/2013

Committee #26 Libraries Board

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 6			***Self-Employed***	***Curr:*** 1/27/2011 - 1/1/2014	***N***
Savage	Y	***4516 7th Street***		***2nd:*** 1/1/2008 - 1/1/2011	
Ms. Karen		***Lubbock TX 79416***		***1st:*** 1/27/2005 - 1/1/2008	
	Y	***(806) 799-3849***		***Fax:***	
		(806) 928-8981 CELL			
E-mail ***glodio@sbcglobal.net***					
MAYOR			***Walker Communications***	***Curr:*** 1/1/2012 - 1/1/2015	***N***
Shelton	Y	***2005 25th St***		***2nd:*** 1/1/2009 - 1/1/2012	
Mr. Ralph		***Lubbock TX 79411***		***1st:*** 1/1/2006 - 1/1/2009	
	Y	***(806) 744-5805***	***(806) 744-6864***	***Fax:***	
		CELL			
E-mail ***ralphshelton@nts-online.net***					
FRIENDS OF THE LIBRARY				***Curr:*** 5/3/2012 - 6/1/2014	***Y***
Strickland		***5828 Erskine St.***		***2nd:*** -	
Ms. Lynne		***Lubbock TX 79416***		***1st:*** -	
		m.l.strickland5@gmail.com		***Fax:***	
		(806) 795-2726			
		(806) 407-8229 CELL			
E-mail					
DISTRICT 3			***Division for Blind Services***	***Curr:*** 1/27/2011 - 1/1/2014	***Y***
Swoboda	N	***3503 39th St***	***5121 69th St, Ste A5***	***2nd:*** -	
Mr. Mark		***Lubbock TX 79413***	***Lubbock TX 79424***	***1st:*** -	
	N	***(806) 792-1432***		***Fax:***	
		(806) 283-5428 CELL			
E-mail					

Chair/Pres:	Nadine McDonald	**Staff Liaison:**	Jane Clausen
Vice Chair/V.P.:	Adela Esqueda	**Term:**	3 Years
Sec./Treasurer:	LeEarl Bryant	**Ex-Officio Mbr.:**	Jane Clausen (Director of Library)

President of Friends of the Library holds one position, subject to Council approval.

Ralph Shelton 1st Term 05/05-01/06

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

Last Update: 11/23/2013

Model Codes & Construction Advisory Board

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (12)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	100.0% (12)
Female	51.5%	53.0%	24.7%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	8.3% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	42.0% (5)
District 5	16.7%	19.4%	27.5%	25.0% (3)
District 6	17.2%	19.9%	19.3%	25.0% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Reviews the technical provisions of the national model codes proposed by City staff for adoption or amendment, and to forward its recommendations to the City Council for final consideration and action.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Maloy, Bill (M,A,4)	LAA Member	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Bill Maloy, LAA Member:
Gary Mitchell (Application Pending) LAA Member

STAFF RECOMMENDATIONS:
To replace Bill Maloy, LAA Member:
Gary Mitchell (Application Pending) LAA Member

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/28/2013

Sorted: By Preference

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

Model Codes & Construction Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1309		Doyle	Casey	M	A		30-39	General Manager	Casey Carpet One	4
0609		Fetterly	Lyle	M	A		40-49	Director of Facilities	Lubbock County	5
0609		Harvey	Larry	M	A		40-49	Architect	Chapman Harvey Archit	4
0608		Jones	Roy	M	A		30-39	Commerical Sales Manage	Armstrong Mechanical	3
0609		McKamie	Kenny	M	A		40-49	Electrical Contractor	ServCo Electric	0
0610		Saffell	Ted	M	A		50-59	Sec-Treasurer	Module Truck Systems	6
0609		Sanders	Ricky	M	A		18-29	Master Plumber	Hub City Plumbing & Me	0
1005		Smith	David	M	A		30-39	Construction Director	Lee Lewis Construction	5
1205		Stephenso	Pat	M	A		50-59	HVAC Service Manager	Bruce Thornton Air Con	4
0609		Walraven	Mark	M	A		30-39	Electrical Contractor	Walraven Electric, Inc	5
0609		Wegman	Drew	M	A			Community Development	Betenbough Homes	5
0610		Wilkerson	David	M	A		40-49	Real Estate Developer	Wilkerson Properties	5
0608		Winn	Brian	M	A			Electrician	Larcon Electric	0
Second Preference:										
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4
Third Preference:										
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										
1309		Walline	Barbara	F	A			Retired	Retired	2

Committee #114 Model Codes & Construction Advisory Board

Perm./Temp. Board: P

	Confidential?	Home	Business		Reappt Elig.
MEP			Agnew Assoc, Inc	Curr: 10/1/2011 - 10/1/2014	N
Agnew	Y	807 Justice	3223 S. Loop 289, #320	2nd: -	
Mr. Nathan		Lubbock TX 79416	Lubbock TX 79423	1st: 10/1/2008 - 10/1/2011	
	Y	(806) 780-8638	(806) 799-0753	Fax:	
		CELL			
E-mail					
MASTER PLUMBER			Armstrong Mechanical Co	Curr: 10/1/2010 - 10/1/2013	N
Carpenter	N	3907 75th Pl	710 E. 40th St	2nd: -	
Mr. Chris		Lubbock TX 79423	Lubbock TX 79404	1st: 10/13/2006 - 10/1/2010	
	Y				
	N	(806) 799-7608	(806) 747-4218	Fax: (806) 763-4328	
	Y	CELL			
E-mail					
REAL ESTATE DEVELOPER			Craft Development	Curr: 10/1/2011 - 10/1/2014	N
Craft	N	5608 Norfolk	4225 85th St	2nd: -	
Mr. Truett		Lubbock TX 79413	Lubbock TX 79423	1st: 10/1/2008 - 10/1/2011	
	N	(806) 796-7001	(806) 794-6800	Fax: (806) 798-9630	
		(806) 438-6848 CELL			
E-mail					
WTHBA			Larry Driskill Construction	Curr: 10/1/2012 - 10/1/2015	Y
Driskill		6301 CR 7410	6301 CR 7410	2nd: -	
Mr. Larry		Lubbock TX 79424	Lubbock TX 79424	1st: -	
		(806) 698-0207	(806) 698-0214	Fax: (806) 698-0235	
		(806) 789-2340 CELL			
E-mail larry@driskillhomes.com					
MASTER ELECTRICIAN			Hall Electric	Curr: 11/29/2012 - 10/1/2014	Y
Hall		2306 57th Street	8206 Ave D	2nd: -	
Mr. Jarrod		Lubbock TX 79412	Lubbock TX 79404	1st: -	
		jarrodhd67@yahoo.com			
		(806) 791-0387	(806) 745-1872	Fax: (806) 745-1872	
		(806) 281-3047 CELL			
E-mail jarrodhd67@yahoo.com					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Chief Building Official / Fire Marshall

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

Last Update: 10/29/2013

Committee #114 Model Codes & Construction Advisory Board

Perm./Temp. Board:

	Confidential?	Home	Business		Reappt Elig.
COMMERCIAL GENERAL CONTRACTOR			HASCO Commercial	Curr: 10/1/2010 - 10/1/2013	Y
Hill		10510 Elkridge	4612 71st Street	2nd: -	
Mr. Jeremy		Lubbock TX 79424	Lubbock TX 79424	1st: 5/27/2010 - 10/1/2010	
		(806) 241-9306	(806) 785-1110	Fax: (806) 797-8541	
		CELL			
E-mail jhill9125@gmail.com					
LAA MEMBER			Sentry Property Management, I	Curr: 12/2/2010 - 10/1/2013	N
Maloy	Y	PO Box 2279	8008 Slide Rd #16	2nd: -	
Mr. Bill		Lubbock TX 79408	Lubbock TX 79424	1st: 10/13/2006 - 10/1/2010	
	Y				
	Y	(806) 799-3060	(806) 762-8775	Fax: (806) 762-0849	
	Y	CELL			
E-mail billsentry@nts-online.net					
ARCHITECT			JDMA, Architects	Curr: 10/1/2011 - 10/1/2014	N
McKay	Y	5115 2nd St, #12	1402 Ave N	2nd: 10/1/2008 - 10/1/2011	
Mr. Joe		Lubbock TX 79416	Lubbock TX 79401	1st: 10/13/2006 - 10/1/2008	
	Y				
	Y	(806) 795-2620	(806) 744-4490	Fax: (806) 744-4494	
	N	(806) 535-3711 CELL			
E-mail jmckay@nts-online.net					
OWNER, INDUSTRIAL FACILITY			Oberkampf Supply	Curr: 10/1/2012 - 10/1/2015	N
Reasoner	N	4806 16th St	4023 Clovis Rd	2nd: 10/1/2009 - 10/1/2012	
Mr. Cyril		Lubbock TX 79416	Lubbock TX 79415	1st: 10/13/2006 - 10/1/2009	
	Y				
	N	(806) 795-7059	(806) 747-4481	Fax: (806) 747-2213	
	Y	CELL			
E-mail					
BLDG FACILITIES MGR			Lubbock ISD	Curr: 10/1/2012 - 10/1/2015	N
Robertson Jr.	N	4913 76th Street	1628 19th Street	2nd: -	
Dr. Berhl		Lubbock TX 79424	Lubbock TX 79401	1st: 10/8/2009 - 10/1/2012	
	N				
	Y		(806) 766-1092	Fax: (806) 766-1262	
	N	CELL			
E-mail brobertson@lubbockisd.org					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Chief Building Official / Fire Marshall

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

Last Update: 10/29/2013

Committee #114 Model Codes & Construction Advisory Board

Perm./Temp. Board: **P**

	Confidential?	*Home*	*Business*		*Reappt Elig.*
HVAC CONTRACTOR W/ CLASS A LIC			*Comfort Masters*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Stephens		*7422 93rd St*	*1101 E. 58th St*	*2nd:* -	
Mr. Scott		*Lubbock TX 79424*	*Lubbock TX 79404*	*1st:* -	
		(806) 855-6288	*(806) 749-1000*	*Fax:* *(806) 749-1002*	
		CELL			
E-mail					
PROFESSIONAL ENGINEER			*RTR Engineers, Inc*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Thoma, Jr.		*8506 Saratoga Ave*	*2574 74th St, Ste 202*	*2nd:* -	
Mr. Rusty		*Lubbock TX 79424*	*Lubbock TX 79423*	*1st:* -	
		(806) 794-2263	*(806) 745-4881*	*Fax:* *(806) 745-9688*	
		CELL			
E-mail					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Chief Building Official / Fire Marshall

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

Last Update: 10/29/2013

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

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- 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.