

City of Lubbock, Texas
Regular City Council Meeting
Thursday, March 12, 2015

Glen C. Robertson, Mayor
Jim Gerlt, Mayor Pro Tem, District 4
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Jeff Griffith, Councilman, District 3
Karen Gibson, Councilwoman, District 5
Latrell Joy, Councilwoman, District 6



James Loomis, City Manager
Chad Weaver, 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.

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.4.1.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.1.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
1. 1. 1. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.
1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 1. 2. 1. Property located at Santa Fe Drive and 3rd Street.
1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 1. 3. 1. City Attorney
 1. 3. 2. City Manager
 1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance with Texas 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. 4. 1. Report by the Lubbock Economic Development Alliance.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Jeremy Cares, Shepherd of the Plains Lutheran

2. 2. Pledges of Allegiance

2. 3. **Board Recognitions:**

Cultural Arts Grants Review Standing Sub-Committee:

Emily Wilkinson

Zoning Board of Adjustment:

Dr. David Cummins

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

[Public Comments Sign-Up Form](#)

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. January 20, 2015 Special City Council Meeting (Electric Utility Board)
February 12, 2015 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 Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0016 Amendment 14 amending the FY 2014-15 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Improvement Program by amending Capital Improvement Project (CIP) 8585–Air Switch Replacement, CIP 92341–Overhead Fault Indicators, CIP 92374–69 kV Line Rebuild–Coop To Slaton, CIP 92377–Brandon Station Outage–Medium Term, CIP 8591–Massengale Station Outage, CIP 92334–Massengale Station Outage–Long-Term; Providing for filing; and providing for a savings clause.
5. 2. **Resolution – Public Works:** Consider a resolution authorizing the Mayor to execute Amendment 1 associated with contract 11154 with Kimley Horn and Associates, Inc. (KHA) to provide professional engineering services for the environmental assessment and engineering design of thoroughfare improvement projects.
5. 3. **Resolution – Public Works:** Consider a resolution ratifying the act of the City Manager in executing a purchase order contract (TXMAS Contract 775-A1) with Southwest Envirotx for Melt Down 20.
5. 4. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0017 abandoning and closing a 20-foot utility easement located in Lots 9 through 21, Western Meadows Gardens Addition, Lubbock County, Texas, easement located at 5026 56th Street, Lubbock, Texas.
5. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 11, Block JS, Lubbock County, Texas.
5. 6. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.
5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute an alley-use license for a building encroachment with Tiner Machine and Auto Supply, Inc. located at 2402 Avenue H, Lubbock, Texas.
5. 8. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 12192 with International Building Services for the window cleaning services at Lubbock Preston Smith International Airport, ITB 15-12192-PD.
5. 9. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 12205 with Lone Star Dirt & Paving, Ltd. for Lubbock Preston Smith International Airport Airfield Asphalt Repair Package Three, ITB 15-12205-TF.
5. 10. **Resolution - Fleet Services:** Consider multiple resolutions authorizing the Mayor to execute purchase order contract 31022476 with Gunn Chevrolet of Selma, Texas; purchase order contract 31022487 with Randall Reed’s Prestige Ford of Garland, Texas; purchase order contract 31022501 with Grapevine DCJ of Grapevine, Texas and purchase order contract 31022511 with Pick Up Pals of Lubbock, Texas for light duty vehicles and service bodies, ITB 15-12170-SS.

5. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute a purchase order contract 31022498 to Randall Reed's Prestige Ford; and a purchase order contract 31022558 to Freedom Chevrolet for a Special Services Unit for the Fire Marshal's Department; twenty five Police pursuit vehicles for Police Patrol, Airport Security and Police Training; Four Police pursuit sedans for Police Investigations and Training; and two crew cab pickups for Police Investigations, BID 15-12194-SS.
5. 12. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute purchase order contract 90500020 with InSite Amenities, L.P., Fort Worth, Texas, for the procurement and construction of park pavilions.
5. 13. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute purchase order contract 90500019 with InSite Amenities, L.P., Fort Worth, Texas for the procurement of and construction of a park pavilion.
5. 14. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 12202 and all related documents for meal services for senior citizen centers with The Bridge of Lubbock for RFP 15-12202-SS.
5. 15. **Resolution - Library:** Consider a resolution authorizing the Mayor to execute an contract 12254 with the Texas State Library and Archives Commission Interlibrary Loan Participation program.
5. 16. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0018 for Zone Case 3248, a request of Ralph Wolf for a zoning change from T to IHI on 8 acres of unplatted land out of Block AK, Section 31, 7333 Marsha Sharp Freeway.
5. 17. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0019 for Zone Case 2182-A, a request of Kathy Whatley, for St. Matthews United Methodist Church, for a zoning change from R-2 to A-2 for a church on Lots 586 through 588 less 389 square feet of the right-of-way, Richland Hills Addition, 5320 50th Street.
5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0020 for Zone Case 1087-D, a request of The Ranch at Dove Tree, LLC for a zoning change from GO to A-2 for a boarding house on the east 63 feet of Lots 8 through 10, Block 13, Overton Addition, 1807 13th Street.
5. 19. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2015-O0021 amending Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances of the City of Lubbock, Texas, amending provisions to encompass current State law and practices, increasing the overall limits for insurance and establishing a minimum insurance rating requirement, increasing the penalty fine limit, creating an Oil and Gas Advisory Committee and provide for its review of Oil Gas Permit applications, amending permit application procedures and requirements, amending setback standards, limiting the hours of operation, increasing the permit application fee, requiring a closed loop system for certain wells, establishing regulations for hydrogen sulfide producing wells, establishing requirement for fresh water well testing, and conforming the ordinance to the standards and conventions of the remainder of the Code of Ordinances; providing a penalty clause; providing a savings clause; and providing for publication.

5. 20. **Resolution - Planning:** Consider a resolution of the proposed annexation of approximately two hundred twenty-three acres of land out of Sections 37 and 38, Block D, L. and S. V. RR Survey and Section 36 Block A, Lubbock, County, Texas; authorizing public hearings on the proposed annexation; authorizing and directing the publication of the notice of such public hearings; and directing the Planning Department to prepare a service plan for the area the City intends to annex into the City limits.

6. **Regular Agenda**

6. 1. Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.



**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
January 20, 2015
9:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 20th of January, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 9:00 a.m.

9:32 A.M. CITY COUNCIL CONVENED

**Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room
A, Lubbock, Texas**

Present: Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Floyd Price

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

- *Executive Session*
- *No quorum was present for all other items.*

1. MINUTES

1. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on December 16, 2014.

***This item was deleted.**

2. EXECUTIVE SESSION

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.074 to deliberate the duties of a public officer or employee (LP&L General Counsel.)

3. EXECUTIVE SESSION: Jointly with West Texas Municipal Power Agency Board

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

3. 1. 1. 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).
3. 1. 2. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

4. **EXECUTIVE SESSION CONTINUED**

4. 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:
 4. 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.
 4. 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).
 4. 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.
4. 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 offers and hold a consultation with the attorney on a matter in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (purchase power agreements, purchasing and employment matters).
5. **PUBLIC COMMENT** This period, of up to thirty minutes, is 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 the Electric Utility Board, subject to all the same procedures and guidelines.

***This item was deleted.**

6. **REGULAR AGENDA**

6. 1. The Board will consider, nominate and elect officers of the Electric Utility Board.

***This item was deleted.**

6. 2. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, LP&L staffing and performance.

***This item was deleted.**

6. 3. 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.**

6. 4. Casting of lots to determine the successful bidder from two identical amounts and nature, received from HD Supply Power Solutions and Stuart C. Irby Company, in response to ITB# 7110-15-ELD, LP&L Three Phase Distribution Transformers, regarding the purchase of line item 3, 225 kVA distribution transformers, in accord with Section 271.901 of the Texas Local Government Code.

***This item was deleted.**

6. 5. Discuss and the Board will take action and award ITB# 7110-15-ELD (i) as concerns line items 1, 2, 4, and 6 through 12 to Border States Electric; (ii) as concerns line item 5, to Wesco Distribution; and (iii) as concerns line item 3, to either HD Supply Power Solutions or Stuart C. Irby Company, as determined by the casting of lots as prescribed under item 6.4, above, for LP&L Three Phase Distribution Transformers.

***This item was deleted.**

7. CONSENT AGENDA

7. 1. Discuss and the Board will take action and award TXMAS Contract #11-23V050 to Altec Industries for Altec Aerial Device and Derrick Self Propelled Digger.

***This item was deleted.**

7. 2. Discuss and the Board will take action and award RFP# 7141-14-ELD to WEG Electric Corporation for LP&L 200 MVA, 230 kV Power Auto-Transformer.

***This item was deleted.**

7. 3. Discuss and the Board will take action and award ITB# 7106-15-ELD (i) as concerns line items 2 through 4, to Scoggin Dickey; and (ii) as concerns line item 1, to Gene Messer Chevrolet, for LP&L Full Size Pick Ups.

***This item was deleted.**

7. 4. Discuss and the Board will take action and award ITB# 7108-15-ELD (i) as concerns line items 1A through 4A, to Texas Electric Cooperatives; (ii) as concerns line items 5A through 8A, to Wesco Distribution; and (iii) as concerns line item 9A, to HD Supply Power Solutions, for LP&L Single Phase Distribution Transformers.

***This item was deleted.**

11:23 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

*This item was discussed, by the Board, without a quorum of Council Members present.

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
February 12, 2015
2:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 12th of February, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

**2:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Karen Gibson; Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.4; Citizen Comments 3.1; Citizen Comments (Sign-ups) 3.2; 4.1; 5.1; 5.3-5.17; 5.2; 5.18; and 6.1-6.2.*

1. Executive Session

The meeting was called into a closed session at 2:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

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

1. 1. 1. 1603 13th Street, Lubbock, Texas.

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

1. 2. 4. City Treasurer

1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Zoning Board of Adjustment.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor J.H. Ford, Greater St. Luke's Baptist Church

Pastor J.H. Ford, Greater St. Luke's Baptist Church, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition celebrating the 90th Anniversary of the South Plains Council of Boy Scouts.

Mayor Pro Tem Jim Gerlt presented a special recognition recognizing the 90th Anniversary of the South Plains Council of Boy Scouts of America. Nathan Baie, the Executive Director of the South Plains Council of Boy Scouts of America, and several Boy Scouts appeared to accept the recognition.

2. 4. **Board Recognitions:** Presented by Mayor Pro Tem Jim Gerlt

North Overton Tax Increment Financing Reinvestment Zone Board of Directors:
Kurt Metcalf

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink: [Public Comments Sign-Up Form](#) and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

3. 1. Carol Meeks will appear before the City Council to discuss the Coordination Strategy as presented by the American Stewards for Liberty.

Carol Meeks appeared before City Council to speak about Coordination Strategy as it relates to local government.

3. 2. **Sign-ups:**

- Mikel Ward appeared before City Council to speak about Coordination Strategy as it relates to local government and past issues.

4. **Minutes**

4. 1. January 8, 2015 Regular City Council Meeting
January 13, 2015 Special City Council Meeting (State of the City Address)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve the January 8, 2015 Regular City Council Meeting minutes and the January 13, 2015 Special City Council Meeting (State of the City Address) minutes.

Vote: 5 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve items 5.1; and 5.3-5.17.

Vote: 5 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0007, Amendment 10, amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0015, Amendment 11, amending the FY 2014-15 budget for municipal purposes respecting the Capital Improvement Program by amending Capital Improvement Project (CIP) 92171–LAH Water Treatment Plant and Terminal Reservoir, CIP 92312–Bailey County Wellfield Disinfection System, CIP 92397–Pump Station 10, CIP 91034 – Water Line Replacement, CIP 91035–Water Lines Ahead of Street Pavings, CIP 90141–South Lubbock Storm Sewer, CIP 92221–Northwest Water Reclamation Plant, CIP 92394–Street Intersection Drainage Improvements, CIP 92289–98TH Street-University to US 87, CIP 92259–Fire Station 19, CIP 92307–Animal Shelter Expansion, CIP 91038–Sewer Line Replacement, CIP 92178–South Lubbock Sanitary Sewer System Expansion Phase I, CIP 91003–Bailey County Wellfield Improvements, CIP 92174–Northwest Lubbock and Maxey Park Project; providing for filing; and providing for a savings clause.

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0015.

Vote: 5 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0013, Amendment 12, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund by accepting and appropriating funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.
5. 4. **Resolution - Finance:** Resolution No. 2015-R0043 authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation and Electric Light and Power System Revenue Bonds.
5. 5. **Resolution – Public Works Engineering:** Resolution No. 2015-R0044 authorizing the Mayor to execute contract 12159 with H.D. Weaver Ditching Service, Inc. for Water and Sanitary Sewer Tap Installation and Construction Services, ITB-15-12159-TF.
5. 6. **Resolution – Public Works Engineering:** Resolution No. 2015-R0045 authorizing the Mayor to execute a professional services contract 12197 with Alan Plummer & Associates, Inc. for Bailey County Disinfection Improvements for Engineer of Record Construction Phase Services.
5. 7. **Resolution - Wastewater:** Resolution No. 2015-R0046 authorizing the Mayor to execute Amendment 6 to contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.
5. 8. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2015-O0014 abandoning and closing a 4-foot Lubbock Power and Light (LP&L) underground utility easement and transformer pad easement located in Lot 2, Block 24, Rushland Park Addition Lubbock County, Texas, easement located at 4604 9th Street, Lubbock, Texas.
5. 9. **Resolution - Right-of-Way:** Resolution No. 2015-R0047 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from James Elliott Taylor, Jr. and wife Karen L. Taylor, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.
5. 10. **Resolution - Facilities:** Resolution No. 2015-R0048 authorizing the Mayor to execute contract 12180, an agreement with Stiles, Wallace & Associates for professional architectural and engineering services for the renovations of the Maggie Trejo Super Center located at 3200 Amherst Street, Lubbock, Texas.
5. 11. **Resolution - Community Development:** Resolution No. 2015-R0049 authorizing the Mayor to execute an application confirming that the City of Lubbock is in support of the proposed 9% Housing Tax Credit (HTC) to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) for the Reserves at Copper Ranch development which will be located west of the northwest corner of 114th Street and University Avenue, Lubbock, Texas.

5. 12. **Resolutions - Fleet Services:** Resolution No.'s 2015-R0050, 2015-R0051, 2015-R0052, 2015-R0053, and 2015-R0054 authorizing the Mayor to execute contract 12186 with Bolton Oil Company, Ltd, contract 12185 with Rapid Oil Change, Inc., contract 12187 with Williams Brake Tune & Tire, contract 12164 with Express Car Care, and contract 12188 with Scott's Complete Car Care for light duty vehicle oil change services, ITB 15-12164-SS.
5. 13. **Resolution - Fleet Services:** Resolution No. 2015-R0055 authorizing the Mayor to execute an Amendment to contract 11972 for Bulk Fuel Purchase with Rip Griffin Truck Service Center, Inc. (RGTS), and ratifying the prior action of the City Manager in relation thereto.
5. 14. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0008, for Zone Case 3047-O, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced rear setbacks on 5.85 acres of unplatted land out of Block E-2, Section 23, proposed Lots 156 through 173, Oakmont Estates Addition, north of 122nd Street, adjacent to Vicksburg Avenue.
5. 15. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0009, for Zone Case 2895-K, a request of West Texas Engineering, LLC, for Robert Grimes, and Condray Design for a zone change from GO to AM Specific Use on .979 acres of unplatted land out of Block AK, Section 28 and to amend the conditions of Ordinance #2013-O0004 on Tracts A, B, and C, Trails Garden Office Addition and 7.177 acres of unplatted land out of Block AK, Section 28, 8707, 8709, 8711, 8715, and 8721 Milwaukee Avenue.
5. 16. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0010, for Zone Case 3246, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from R-1 to R-1 Specific Use for a 120-foot telecommunications tower on 0.1291 acres out of 7.687 acres of unplatted land out of Block A, Section 77, 902 East Erskine Street.
5. 17. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0011, for Zone Case 3247, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from T to R-1 Specific Use for a 155-foot telecommunications tower on 0.1291 acres out of 4.19 acres of unplatted land out of Block E-2, Section 21, 11410 University Avenue.
5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0012 to annex a parcel approximately 107.53 acres out of Section 4, Block AK, Lubbock, Lubbock County, Texas, adjacent to the City limits north of 146th Street east of Quaker Avenue.

This item was postponed until a full Council is present.

Terry Holeman, Director of Development Services for Hugo Reed and Associates, Inc., gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to postpone this item to the February 26, 2015 Regular City Council Meeting.

Vote: 5 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

Council Member Victor Hernandez (ABSENT)

6. Regular Agenda

- 6. 1. Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2906 4th Street, for an alcoholic beverage permit.

This item was postponed until a full Council is present.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to postpone this item to the February 26, 2015 Regular City Council Meeting.

Vote: 4 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)
Council Member Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

- 6. 2. Board Appointment - City Secretary:** Consider one appointment to the Zoning Board of Adjustment.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy to appoint David Cummins to replace Joe McKay.

Vote: 5 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5:42 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 03/12/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-00016 Amendment 14 amending the FY 2014-15 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Improvement Program by amending Capital Improvement Project (CIP) 8585–Air Switch Replacement, CIP 92341–Overhead Fault Indicators, CIP 92374–69 kV Line Rebuild–Coop To Slaton, CIP 92377–Brandon Station Outage–Medium Term, CIP 8591–Massengale Station Outage, CIP 92334–Massengale Station Outage–Long-Term; Providing for filing; and providing for a savings clause.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 8585, Air Switch Replacement, by changing the funding source from \$100,000 FY 2015 LP&L Revenue Bonds to \$19,192 FY 2009 Tax & Waterworks (T&WW) Certificates of Obligation and \$80,808 FY 2010 T&WW Certificates of Obligation. The funding is unspent bonds from the following closed projects: \$19,192 from 92082, Substation Transformer Replacement, and \$80,808 from 90261, Southeast Substation.
- II. Amend Capital Improvement Project 92341, Overhead Fault Indicators, by changing the funding source from \$100,000 FY 2015 LP&L Revenue Bonds to \$100,000 FY 2010 T&WW Certificates of Obligation. The funding is unspent bonds from the following closed project: 90261, Southeast Substation.
- III. Amend Capital Improvement Project 92374, 69 kV Line Rebuild – Coop to Slaton, by changing the funding source from \$3,000,000 FY 2015 LP&L Revenue Bonds to \$191,577 FY 2010 T&WW Certificates of Obligation and \$2,808,423 FY 2015 LP&L Revenue Bonds. The funding is unspent bonds from the following closed project: 90261, Southeast Substation.
- IV. Amend Capital Improvement Project 92377, Brandon Station Outage – Medium Term, by decreasing the appropriation by \$750,000, from \$750,000 to \$0.00. The project does not need funding this fiscal year. LP&L will revisit the funding need for the production units in the FY 2015-16 process.
- V. Amend Capital Improvement Project 8591, Massengale Station Outage, by decreasing the appropriation by \$1,325,000, from \$1,675,000 to \$350,000. The project does not need funding this fiscal year. LP&L will revisit the funding need for the production units in the FY 2015-16 process.
- VI. Amend Capital Improvement Project 92334, Massengale Station Outage – Long Term, by decreasing the appropriation by \$400,000, from \$1,250,000 to \$850,000. The project does not need funding this fiscal year. LP&L will revisit the funding need for the production units in the FY 2015-16 process.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 14

EUB Resolution

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT (LP&L) CAPITAL IMPROVEMENT PROGRAM BY AMENDING CAPITAL IMPROVEMENT PROJECT (CIP) 8585–AIR SWITCH REPLACEMENT, CIP 92341–OVERHEAD FAULT INDICATORS, CIP 92374–69 KV LINE REBUILD–COOP TO SLATON, CIP 92377–BRANDON STATION OUTAGE–MEDIUM TERM, CIP 8591–MASSENGALE STATION OUTAGE, CIP 92334–MASSENGALE STATION OUTAGE–LONG-TERM; 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 2014-15 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 2014-15 (Budget Amendment #14) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 8585, Air Switch Replacement, by changing the funding source from \$100,000 FY 2015 LP&L Revenue Bonds to \$19,192 FY 2009 Tax & Waterworks (T&WW) Certificates of Obligation and \$80,808 FY 2010 T&WW Certificates of Obligation.
- II. Amend Capital Improvement Project 92341, Overhead Fault Indicators, by changing the funding source from \$100,000 FY 2015 LP&L Revenue Bonds to \$100,000 FY 2010 T&WW Certificates of Obligation.
- III. Amend Capital Improvement Project 92374, 69 kV Line Rebuild – Coop to Slaton, by changing the funding source from \$3,000,000 FY 2015 LP&L Revenue Bonds to \$191,577 FY 2010 T&WW Certificates of Obligation and \$2,808,423 FY 2015 LP&L Revenue Bonds.
- IV. Amend Capital Improvement Project 92377, Brandon Station Outage – Medium Term, by decreasing the appropriation by \$750,000, from \$750,000 to \$0.00.

- V. Amend Capital Improvement Project 8591, Massengale Station Outage, by decreasing the appropriation by \$1,325,000, from \$1,675,000 to \$350,000.
- VI. Amend Capital Improvement Project 92334, Massengale Station Outage – Long Term, by decreasing the appropriation by \$400,000, from \$1,250,000 to \$850,000.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____ .

Passed by the City Council on second reading this _____ .

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
Deputy City Attorney

ccdocs/BudgetFY1415.Amend14.ord

RESOLUTION

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

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

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

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

THAT the Electric Utility Board hereby approves the amendment, and requests that the City Council so amend, the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 2014-2015 as follows:

Amend Capital Improvement Project 8585, Air Switch Replacement, by changing the funding source from FY 2015 LP&L Revenue Bonds, totaling \$100,000 to FY 2009 Tax & Waterworks (T&WW) Certificates of Obligation (CO), totaling \$19,192.41 and FY 2010 T&WW CO, totaling \$80,807.59.

Amend Capital Improvement Project 92341, Overhead Fault Indicators, by changing the funding source from FY 2015 LP&L Revenue Bonds, totaling \$100,000 to FY 2010 T&WW CO, totaling \$100,000.

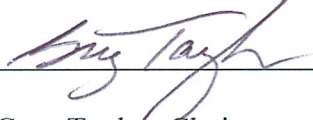
Amend Capital Improvement Project 92374, 69 kV Line Rebuild – Coop to Slaton, by changing the funding source from FY 2015 LP&L Revenue Bonds, totaling \$3,000,000 to FY 2015 LP&L Revenue Bonds, totaling \$2,808,423.17 and FY 2010 T&WW CO, totaling \$191,576.83.

Amend Capital Improvement Project 92377, Brandon Station Outage – Medium Term, by decreasing the appropriation by \$750,000, from \$750,000 to \$0.00.

Amend Capital Improvement Project 8591, Massengale Station Outage – Medium Term, by decreasing the appropriation by \$1,325,000, from \$1,675,000 to \$350,000.

Amend Capital Improvement Project 92334, Massengale Station Outage – Long Term, by decreasing the appropriation by \$400,000, from \$1,250,000 to \$850,000.

THAT Lubbock Power & Light's budget shall be adopted as part of the official City of Lubbock Budget for fiscal year 2014-2015.



Greg Taylor, Chairman

ATTEST:




James Conwright, Board Secretary

APPROVED AS TO CONTENT:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Richard Casner, LP&L General Counsel



Regular City Council Meeting

5. 2.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution – Public Works: Consider a resolution authorizing the Mayor to execute Amendment 1 associated with contract 11154 with Kimley Horn and Associates, Inc. (KHA) to provide professional engineering services for the environmental assessment and engineering design of thoroughfare improvement projects.

Item Summary

On June 27, 2013, City Council approved the original contract with KHA to perform engineering services that would assist in positioning Lubbock’s major street thoroughfare widening projects to become eligible for financial aid from federal funding. The services included preparation of environmental assessment documents and preliminary schematic thoroughfare design that meet Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT) requirements. The scope of services included preparation of environmental assessment documentation, planning and preliminary engineering services associated with thoroughfare widening project at the following locations:

- Erskine Street – from Frankford Avenue to Milwaukee Avenue (1 mile)
- Milwaukee Avenue – from Erskine Street to 4th Street (1 mile)

This First Amendment extends the original contract expiration date until November 1, 2015. In addition, this amendment provides for additional engineering services associated with the construction of pedestrian improvements along University Avenue between Marsha Sharp Freeway and US 84 within the City’s incorporated boundaries. These additional services include preparation of the environmental documentation for the pedestrian improvements that will potentially qualify the project for financial aid from federal funding sources.

The amendment is \$13,800, and extends the original contract budget from \$544,400 to \$558,200.

Fiscal Impact

\$1,728,278 is appropriated in Capital Improvement Project 90095, North University Enhancement Project, with \$13,800 available for this contract.

Staff/Board Recommending

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

Attachments

- [Resolution - Kimley Horn](#)
 - [Amendment - Kimley Horn](#)
 - [Budget Detail](#)
 - [CIP Detail](#)
-

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to a Professional Services Agreement between the City of Lubbock and Kimley Horn and Associates, Inc., and related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2015.

GLEN C. ROBERTSON

ATTEST:

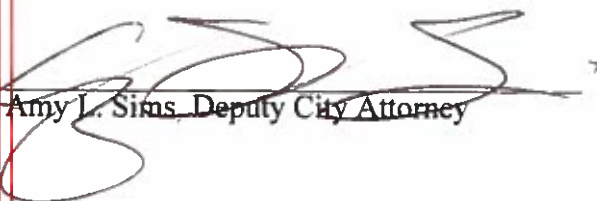
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Res. Agreement Amend-PSC-Kimley Horn and Associates Inc
2.25.15

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LUBBOCK AND KIMLEY HORN AND ASSOCIATES, INC.

This First Amendment of Professional Services Agreement (the "First Amendment"), is executed and effective this _____ day of March, 2015, by and between the City of Lubbock ("City"), a Texas home rule municipal corporation, and Kimley Horn and Associates, Inc. ("Engineer"), a corporation authorized to conduct business in Texas.

WHEREAS, the City and Engineer entered into that certain Professional Services Agreement, dated June 27, 2013, Resolution No. 2013-R0198 (the "Original Agreement"), providing for professional services related to improvements along various thoroughfare corridors within the City's incorporated boundaries, including environmental assessments, planning, and design phase engineering services;

WHEREAS, it has come to the attention of the City and Engineer that amendment to the scope of work is needed to perform additional services not contemplated by the Original Agreement;

WHEREAS, such additional services includes the City's desire to construct pedestrian improvements along University Avenue between Marsha Sharp Freeway and US 84 within the City's incorporated boundaries, and the City desires to obtain professional engineering services to provide environmental documentation services for the pedestrian improvements identified (the "Activities"); and

WHEREAS, the City amenable to amending the scope of services to complete such services.

WHEREAS, the City and Engineer now desire to amend the Original Agreement to provide for such amended scope of services.

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

1. This Amendment No. 1 extends the Agreement until November 1, 2015 such that the Agreement and Amendment shall terminate at the close of business on that day unless a mutual agreement is made by the Owner and the Engineer to extend the Agreement.

2. The Scope of Services (Exhibit A-1) and Compensation (Exhibit B-1) are incorporated in addition to the services in the Original Agreement as fully set forth herein.

3. This amendment includes \$13,800 in additional compensation to the Engineer. All other portions of the original Agreement shall remain in place and are not altered by this amendment.

EXECUTED and effective as of the first date written above.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

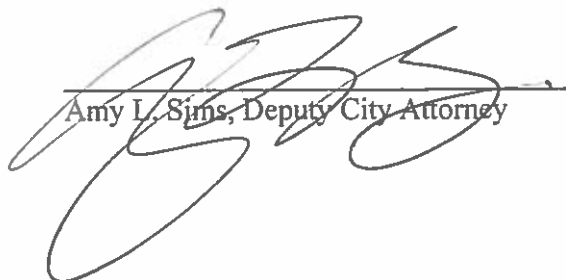
APPROVED AS TO CONTENT:

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

Aubrey A. Spear
Aubrey A. Spear, P.E., Director of Water Utilities

First Amendment of Professional Service Agreement Kimley Horn 2.23.15

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

ENGINEER:

KIMLEY HORN



on behalf of G. Brad Tribble, P.E., Senior Vice President

Exhibit A-1 – Scope of Services
University Avenue Pedestrian Improvements

Project Understanding

The Project includes the development of an environmental document to address the construction of pedestrian improvements along University Avenue between the Marsha Sharp Freeway and US 84 in Lubbock, Texas. The environmental documentation will be developed according to standards established by the Texas Department of Transportation (TxDOT) and the Federal Highway Administration (FHWA) to meet eligibility requirements for state and federal funding.

1. Environmental

- 1.1 The tasks to be completed by the Consultant will include preparation of a C or D-list Categorical Exclusion (CE) checklist with technical documentation support for review by the Project Engineer, the City of Lubbock, and TxDOT Lubbock District to be prepared in accordance with the most recent guidance on CEs.
- 1.2 This proposed scope of work assumes that the University Avenue project would meet the definition of a project that can be processed as a C or D-list CE.
- 1.3 The Consultant anticipates preparing the Scoping Checklist, Project Coordination Requests for cultural/historic resources, and Hazardous Materials Initial Site Assessments (ISA). It is possible that a Technical Memorandum attachment for impacts to vegetation/wildlife habitat could be needed to address coordination requirements with TPWD. These services are included in this scope of work.
- 1.4 The proposed scope of work does not include any formal coordination with regulatory agencies (other than TxDOT), archeological survey, historic resources field work, noise modeling, or permit preparation/submittal.
- 1.5 It is assumed that meetings of affected property owners will take place (or have already taken place) and this fee estimate does not include preparations for or participation in public meetings (but such services could be added for a separate scope and fee).

2. Project Management

- 2.1 Prime Consultant will coordinate between City and Environmental Subconsultant.
- 2.2 Prime Consultant will process monthly invoices for work performed by Environmental Subconsultant.
- 2.3 Prime Consultant will perform a QA/QC review of the work performed by Environmental Subconsultant.

Exhibit A-1 – Scope of Services
University Avenue Pedestrian Improvements

3. Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Such services shall include, but are not limited to, the following:

- Complete topographical survey
- Schematic Design
- Aerial photography
- Proposed Right of Way acquisition documents
- Environmental documentation above a Categorical Exclusion
- Preparation for and attendance at public meetings or hearing Subsurface Utility Engineering
- Traffic counts or turning movement counts
- Traffic modeling or traffic forecasting
- Design Exceptions or Design Waivers
- Pavement design
- Pavement Life Cycle Cost Analysis (LCCA)
- PS&E Development
- Storm sewer design
- Relocation design for existing water and sewer utilities
- Design of new water or sewer utilities
- Design of offsite drainage improvements
- Traffic signal design
- Traffic control plan design
- SWPPP design
- Landscape design
- Irrigation design
- Preparation of any construction documents
- Construction contract administration
- Construction staking
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor

Exhibit A-1 – Scope of Services
University Avenue Pedestrian Improvements

4. Schedule

Task Description	Feb	Mar	Apr	May	Jun	Jul	Aug
1. Notice to Proceed	★						
2. Environmental							
3. Project Management							
4. Letting Date							★

Schedule notes:

1. Environmental analysis and activities are episodic in nature, as there are several waves of activities. The schedule shown above indicates the possible time frame during which these activities will take place. Included in this schedule are reviews from TxDOT, which will approve the CE document at the District Level.

- End of Scope of Services -

Exhibit B-1 – Compensation
University Avenue Pedestrian Improvements

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$180 - \$215
Senior Professional II	\$150 - \$195
Professional	\$100 - \$145
Analyst	\$90 - \$100
Designer	\$130 - \$140
Technical Support	\$70 - \$100
Clerical / Administrative Support	\$60 - \$95

FEE AND BILLING

ENGINEER will provide the tasks identified in the Scope of Services (Exhibit A-1) on a Lump Sum basis, not to exceed the sum of \$13,800.00 (thirteen thousand eight hundred dollars and no cents). The budgeted amount will not be exceeded without the City's prior written approval and amendment of this agreement. The reimbursable fee breakdowns in the work plan (Exhibit B) are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. ENGINEER reserves the right to reallocate the reimbursable budget among tasks as determined necessary by the ENGINEER. Labor fees will be billed according to the rate schedule listed above, which is applicable up to two years after the date of the execution of this agreement. Direct reimbursable expenses such as express delivery services, fees and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee (7%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 12, 2015**

Capital Project Number: 90095
 Capital Project Name: North Universtiy Enhancement Project

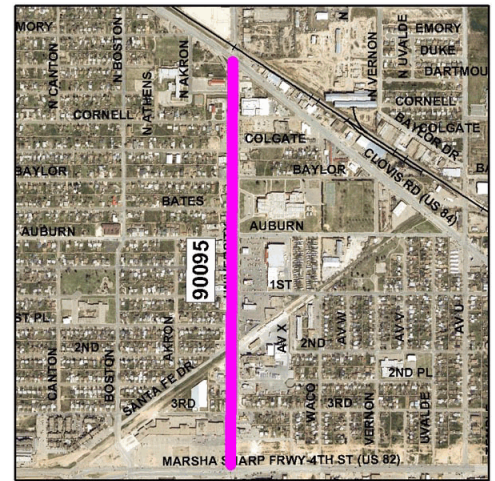
	Budget
<i>Encumbered/Expended</i>	
Phase 1 Design	\$ 199,852
Phase 1 Construction	312,695
Advertising and Promotion	784
Staff	18,023
Misc postage	81
Advance Funding Agreement with TxDOT	584,652
Parkhill Smith and Cooper Design	58,779
 <i>Agenda Item March 12, 2015</i>	
Kimley Horn Associates Contract Amendment 1	13,800
<i>Encumbered/Expended To Date</i>	1,188,666
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	539,612
<i>Remaining Appropriation</i>	539,612
Total Appropriation	\$ 1,728,278

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**



Project Scope

Construct street improvements on North University Avenue including drainage, curbs, gutters, landscaping, sidewalks, curb ramps, utility line relocation, traffic signalization, street lighting, and acquisition of land and right-of-ways.

Project Justification

Develop North University Avenue from the north frontage road of the Marsha Sharp Freeway to Clovis Road as a modern business district with the business façade colors, symbols, landscape, graphics, flags, and entry gateways reflecting an international Hispanic influence.

Project History

This project was approved in the 1999 and 2004 Bond Election. The vision of implementing an enhancement project on University Avenue from 4th Street to the Jim Bertram Canyon Lakes Systems was first identified in 1998 by the Citizens Advisory Committee. The committee designated \$500,000 for matching grant opportunities to be used on a North University enhancement project. The enhancement was approved by the City Council and approved by the citizens of Lubbock through a bond election. The City submitted a proposal to TxDOT for a TEA-21 Enhancement Grant in 2001, but was unsuccessful. The City Council decided to use the \$500,000 to provide a gateway into North Lubbock and initiate a portion of the North University Avenue enhancement effort. The Gateway Plaza, the gateway to North Lubbock, was completed in 2005.

\$500,000 was appropriated in FY 2000-01 Budget, Ord. No. 2000-00050, September 27, 2000.

\$750,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.

Reduced \$765,978 in FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$765,978 was appropriated in FY 2012-13 Budget Amendment No. 1, Ord. No. 2012-00107, October 11, 2012.

\$478,278 was appropriated in FY 2013-14 Budget Amendment No. 22, Ord. No. 2014-00073, May 22, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,573,278	0	0	0	0	0	0	1,573,278
Design and Engineering	155,000	0	0	0	0	0	0	155,000
Total Project Appropriation	1,728,278	0	0	0	0	0	0	1,728,278

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
2001 General Obligation Bonds	483,504	0	0	0	0	0	0	483,504
2003 General Obligation Bonds	16,496	0	0	0	0	0	0	16,496
FY 2009 General Obligation Bonds	750,000	0	0	0	0	0	0	750,000
TxDOT Participation	478,278	0	0	0	0	0	0	478,278
Total Funding Sources	1,728,278	0	0	0	0	0	0	1,728,278



Regular City Council Meeting

5. 3.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution – Public Works: Consider a resolution ratifying the act of the City Manager in executing a purchase order contract (TXMAS Contract 775-A1) with Southwest Envirotx for Melt Down 20.

Item Summary

The purchase order contract is for Melt Down 20 to be used to spread on streets during snow and ice storms.

The \$68,125.60 purchase from Southwest Envirotx of Jonestown, Texas is through the Texas Multiple Awards Schedule (TXMAS) contract Tx Smart Buy 775-A1. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Service Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures from more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. To be considered for the TXMAS program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

Fiscal Impact

Funding is available in the Adopted 2014-15 Street Department Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Envirotech

RESOLUTION

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

THAT the act of the City Manager in executing, on behalf of the City of Lubbock, Contract No. 775-A1, Meltdown 20, by and between the City of Lubbock and Southwest Envirotech Services dba Envirotex, of Jonestown, TX, and all related documents is hereby ratified in full. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R.Keith Smith, Director of Public Works

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES..Acknowledge and Ratify-Envirotech Services dba Envirotex Contract
2.23.15



PURCHASE ORDER

Page - 1
Date - 02/20/2015
Order Number 10013234 000 OP
Branch/Plant 4531

TO: SOUTHWEST ENVIROTECH SERVICES
ENVIROTEX
10899 DEER CANYON DR
JONESTOWN Texas 78645

SHIP TO: CITY OF LUBBOCK
STREET DEPARTMENT
502 N I-27
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/20/2015 Freight
Requested 03/12/2015 Taken By T FLORES
Delivery PER J GONZALES REQ 434948 TXSMARTBUY CONTRACT 775-A1

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Meltdown 20, Freight Charge, and Total Order.

This purchase order encumbers funds in the amount of \$68,125.60 awarded to Southwest Envirotech Services dba Envirotex of Jonestown, TX, on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: Invoice Number 7680 dated January 13, 2015, from Southwest Envirotech Services dba Envirotex of Jonestown, TX and TXSmartBuy Contract 775-A1. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Envirotx

Southwest Envirotx DBA Envirotex
 10899 Deer Canyon Rd
 Jonestown, TX 78645

(972)234-2811
 clayspeer@envirotx.com

Invoice

Date	Invoice No.
01/13/2015	7680
Terms	Due Date
net 30 {1}	02/12/2015

Bill To
Lubbock, City of Accounting Department 1625 13th Street Lubbock, TX 79401

Amount Due	Enclosed
\$68,125.60	

Please detach top portion and return with your payment.

P.O. Number
SWR# 33831

Activity	Quantity	Rate	Amount
• MeltDown 20 in Bulk - Priced/lb	204320	0.23	46,993.60
• Freight Charge	4	5,283.00	21,132.00
• Shipped 1/7/14 502 N. I-27, Lubbock			
SWR# 33831			
PU# 20983-01 - 52,420 lbs.			
PU# 20983-02 - 50,280 lbs.			
PU# 20983-03 - 49,960 lbs.			
PU# 20983-04 - 51,660 lbs.			
Total			\$68,125.60



Regular City Council Meeting

5. 4.

Meeting Date: 03/12/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0017 abandoning and closing a 20-foot utility easement located in Lots 9 through 21, Western Meadows Gardens Addition, Lubbock County, Texas, easement located at 5026 56th Street, Lubbock, Texas.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a 20-foot utility easement located in Lots 9 through 21, Western Meadows Gardens Addition. The easement is being closed for new development in the area.

All Utility Companies and Public Works Engineering are in agreement with the easement closure.

Fiscal Impact

Staff/Board Recommending

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

Attachments

Ordinance - Western Meadows Gardens

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT UTILITY EASEMENT LOCATED IN LOTS 9-21, WESTERN MEADOWS GARDENS ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS 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 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; NOW THEREFORE:

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

All the 20' utility easement as described in Volume 1343, Page 387, in Lots 9-21, Western Meadows Gardens Addition.

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 _____ day of _____, 2015.

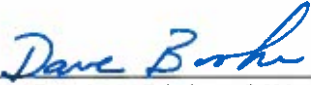
Passed by the City Council on second reading this _____ day of _____, 2015 .

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, City Attorney

gs/A&C-UUE – Western Meadows Grdens.ord
1.23.15



Regular City Council Meeting

5. 5.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 11, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is \$39 plus closing cost with West Texas Title Company.

Fiscal Impact

\$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$39 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Easement - Bayer CropScience](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 11, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation 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 \$38.88 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Easement-Parcel 13
2.12.15

EASEMENT

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

GRANTOR, BAYER CROPSCIENCE LP, a Delaware Limited Partnership, with street address of 2 T.W. Alexander Drive, Research Triangle Park, NC 27709, 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 together with the right to install, 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, roadways, 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, waste water and effluent 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 shall use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to 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/effluent 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 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, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during 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 Lands and 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. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

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 save and except those attached hereto as Exhibit B. 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 Grantor 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 Grantee. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

14. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

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. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

22. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil")

shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

23. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

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 10th day of February, 2015 ("Effective Date").

GRANTOR: BAYER CROPSCIENCE LP

By: 

Name: WILLIAM G. FERGUSON

Title: Assistant Secretary

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:


DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:


Ryan J. Bigbee, Attorney

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 13 - Permanent Easement
PERIMETER SURVEY OF A 0.031 ACRE TRACT LOCATED IN
SECTION 11, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.031 acre parcel located in Section 11, Block JS, Lubbock County, Texas, being a portion of a 5.83 acre tract described in County Clerk File Number 2012022134, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the South line of said 5.83 acre tract and in the North line of a 1.5 acre tract described in Volumes 1016, Page 619, Deed Records, Lubbock County, Texas, which bears N. 88°13'32" W. a distance of 578.27 feet and S. 01°46'28" W. a distance of 467.27 feet from a 3/4" iron pipe found at the Northeast corner of Section 11, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 55°06'59" W. a distance of 38.24 feet to a 1/2" iron rod set in the North line of said 1.5 acre tract and in the South line of said 5.83 acre tract for the Southwest corner of this parcel;

THENCE N. 34°35'47" E. a distance of 50.00 feet to a 1/2" iron rod set in the North line of said 5.83 acre tract and in the South line of a 20.95 acre tract described in Volume 1047, Page 373, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

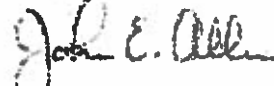
THENCE S. 55°06'59" E. a distance of 15.96 feet to a 1/2" iron rod with cap set in the North line of said 5.83 acre tract and in the South line of said 20.95 acre tract for the Northeast corner of this parcel;

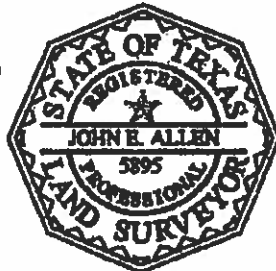
THENCE S. 10°37'38" W. a distance of 54.84 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

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

Surveyed on the ground
June 6, 2014
January 27, 2015; Revised acreage


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



Sheet 2 of 2

HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1801 AVENUE H LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYORS FROM 10079-03 TEXAS REGISTERED ENGINEERING FROM 7-780	PHONE: 806 / 782-8842 FAX: 806 / 782-8891

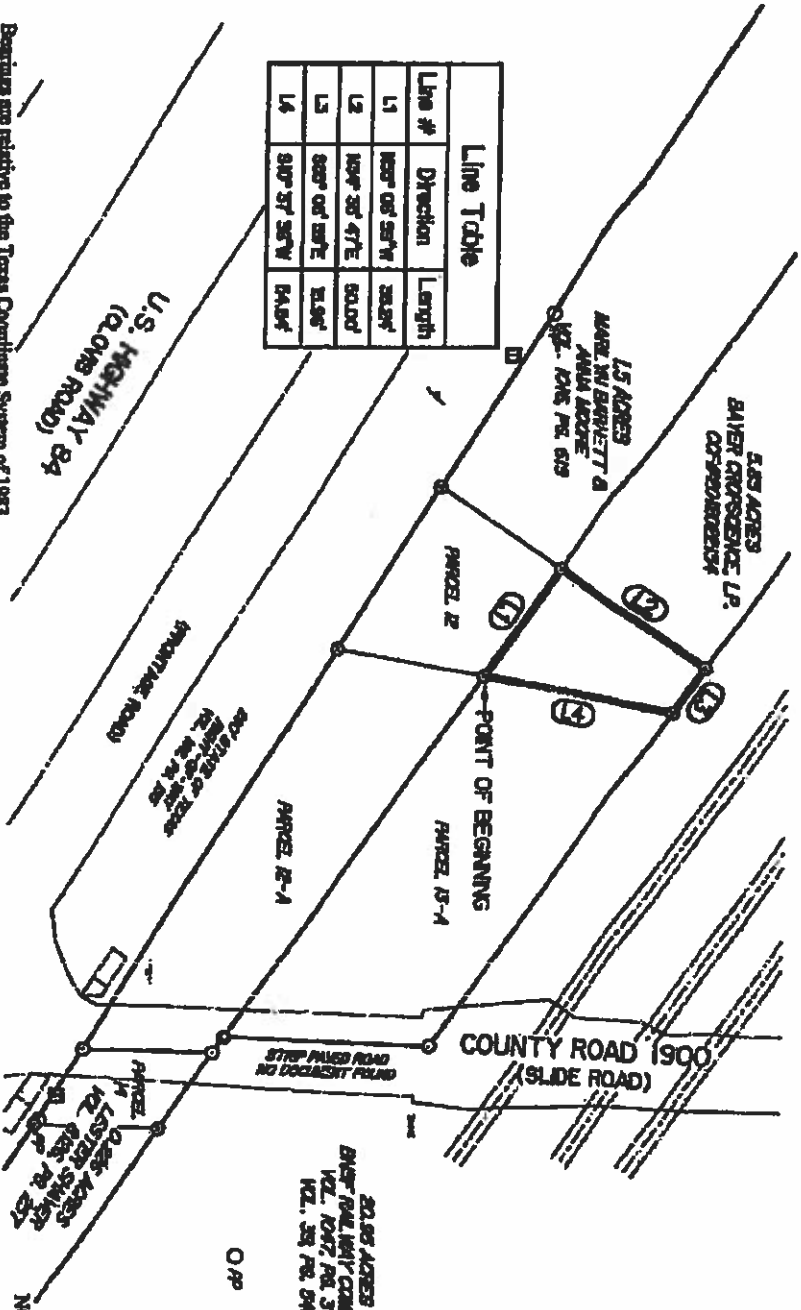
Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of T&E Co. No. CE 3 and any other identifiers as indicated in the certificate shown herein.

SCALE: 1"=50'



NORTHWEST WATER RECLAMATION PROJECT
 Parcel No. 13 - Permanent Easement
 PERIMETER SURVEY OF A 0.031 ACRE TRACT LOCATED IN
SECTION 11, BLOCK JS
 LUBBOCK COUNTY, TEXAS

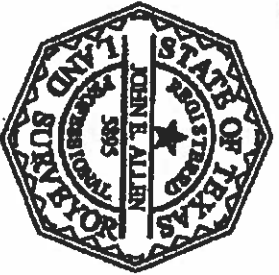
Line #	Direction	Length
L1	88° 08' 58" W	28.58'
L2	104° 30' 47" E	80.00'
L3	88° 08' 58" E	15.56'
L4	SUP 37' 58" W	PAR. 13



Bearings and distances relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0. Distances are in feet, U.S. Survey feet. Combined Scale Factor: 1.0002432

Surveyed on the ground
 June 6, 2014
 January 27, 2015; Revised bearings

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



Note: No statement 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. Recorded or unrecorded documents older than those shown on this survey may exist and encumber this property.

- NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ⊕ - SET 1/2" IRON ROD WITH CAP
 ⊙ - SET WAGON NAIL WITH CAP
 ● - FOUND WAGON NAIL WITH WASHER

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

Sheet 1 of 2

HUGO REED
 LAND SURVEYORS
 AND ASSOCIATES, INC.
 1901 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806/788-6002
 FAX: 806/788-5981

Copyright 2015, Hugo Reed and Associates, Inc. for the sole use of Title Co. for the 8 and any other identifiers as defined in the certificate above hereon.

Exhibit B
Exceptions

All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

Right of way granted in favor of Texas Utilities Company by instrument recorded in Volume 105, Page 215, of the Deed Records of Lubbock County, Texas.

Natural gas pipeline easement granted in favor of Pioneer Natural Gas Company by instrument recorded in Volume 885, Page 561, of the Deed records of Lubbock County, Texas.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

Any part or portion of the subject property lying with the boundaries of a public or private road or right-of-way or which may be used for road or street purposes.

Easements or claims or easements which are not recorded in the public records of Lubbock County, Texas.

**City of Lubbock
Capital Project
Project Cost Detail
March 12, 2015**

Capital Project Number: 92221
 Capital Project Name: Northwest Water Reclamation Plant

	Budget
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	68,344
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	19,270
Land Acquisition	1,166,743
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item March 12, 2015</i>	
Bayer CropScience, LP Easement	712
Bayer CropScience, LP Easement	39
<i>Encumbered/Expended To Date</i>	70,984,528
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,815,472
<i>Remaining Appropriation</i>	4,815,472
 Total Appropriation to Date	 \$ 75,800,000

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

\$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

\$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

Reduced by \$700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.

\$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000



Regular City Council Meeting

5. 6.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is \$712 plus closing cost with West Texas Title Company.

Fiscal Impact

\$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$712 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Dedication Deed - Bayer CropScience](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 11, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Street and Public Use Dedication Deed shall be \$711.89 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Dedication Deed-Parcel 13A
2.12.2015

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

THAT BAYER CROPSCIENCE LP, a Delaware Limited Partnership, hereinafter called "Grantor", whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 10th day of February, 2015.

GRANTOR:

BAYER CROPSCIENCE LP

By: [Signature]

Name: WILLIAM G. FERGUSON

Title: ASSISTANT SECRETARY

STATE OF North Carolina §
COUNTY OF Durham §

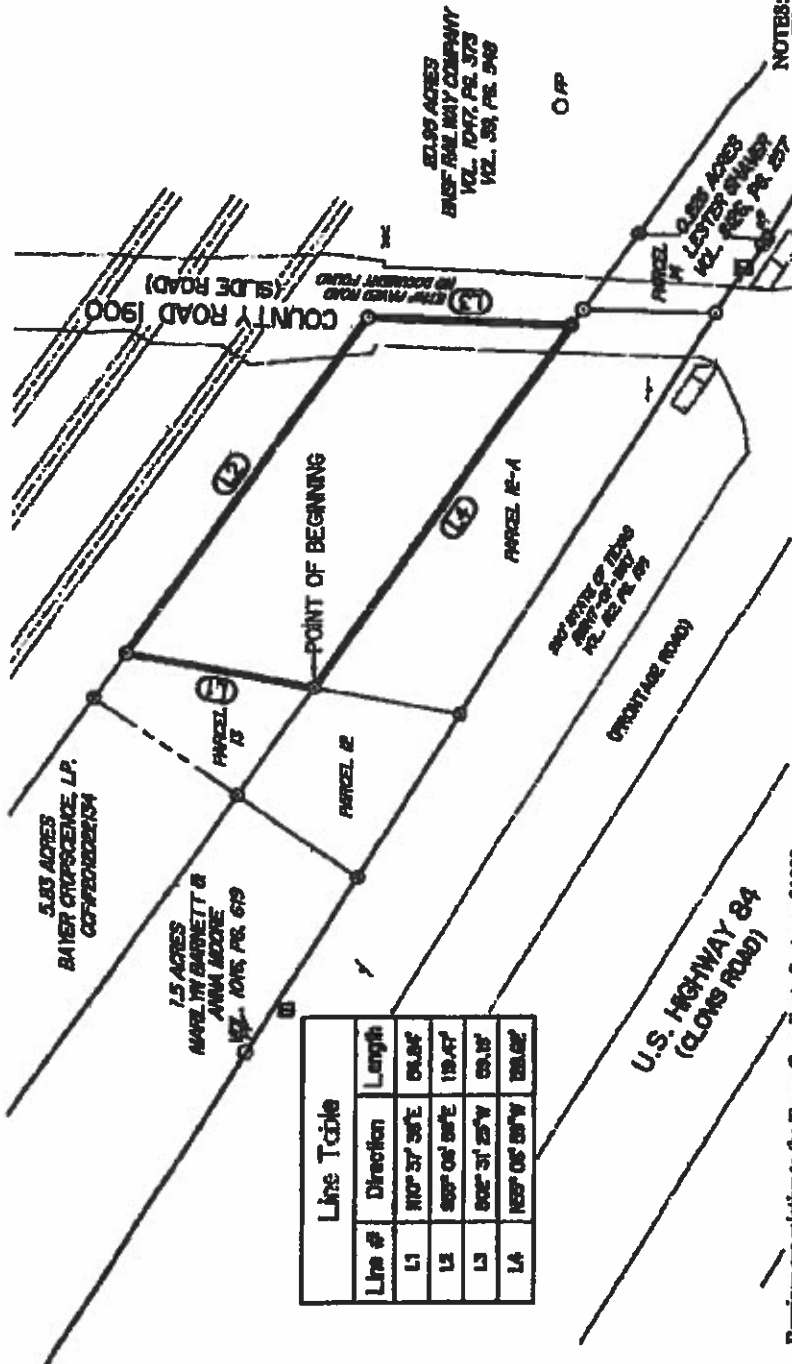
This instrument was acknowledged before me on February 10, 2015, by William G. Ferguson, on behalf of BAYER CROPSCIENCE LP, a Delaware limited partnership.



[Signature]
Notary Public, State of North Carolina
Miriam T. Carver
Printed Name of Notary
My commission expires: June 13, 2015

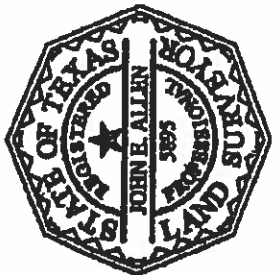
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 13-A - Street Dedication
PERIMETER SURVEY OF A 0.142 ACRE TRACT LOCATED IN
SECTION 11, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE: 1"=50'



Line Table		
Line #	Direction	Length
L1	810° 37' 30"E	65.84'
L2	808° 04' 58"E	119.47'
L3	802° 31' 25"W	59.16'
L4	185° 08' 58"W	188.02'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
 Distances are in feet, U.S. Survey feet.
 Combined Scale Factor: 1.0002452



Surveyed on the ground.
 June 6, 2014
 January 27, 2015; Revised average
John E. Allen
 John E. Allen
 Registered Professional
 Land Surveyor No. 3895
 State of Texas

- NOTES:
 HEAVY LINES INDICATE FLAT LIMITS.
 ● - SET 1/2" IRON ROD WITH CAP
 ○ - SET MAG NAIL WITH CAP
 ⊙ - FOUND MAG NAIL WITH WASHER

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

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1807 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: (806) 788-5842
 FAX: (806) 788-5881

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. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Copyright 2014, Hugo Reed and Associates, Inc. for the state use of This Co. No GP if not any other identification as indicated by the certificate shown herein.

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 13-A - Street Dedication
PERIMETER SURVEY OF A 0.142 ACRE TRACT LOCATED IN
SECTION 11, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.142 acre parcel located in Section 11, Block JS, Lubbock County, Texas, being a portion of a 5.83 acre tract described in County Clerk File Number 2012022134, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the South line of said 5.83 acre tract and in the North line of a 1.5 acre tract described in Volume 1016, Page 619, Deed Records, Lubbock County, Texas, which bears N. 88°13'32" W. a distance of 578.27 feet and S. 01°46'28" W. a distance of 467.27 feet from a 3/4" iron pipe found at the Northeast corner of Section 11, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 10°37'38" E. a distance of 54.84 feet to a 1/2" iron rod set in the North line of said 5.83 acre tract and in the South line of a 20.95 acre tract described in Volume 1047, Page 373, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 55°06'59" E. a distance of 119.47 feet to a mag nail with cap set in the North line of said 5.83 acre tract and in the South line of said 20.95 acre tract for the Northeast corner of this parcel;

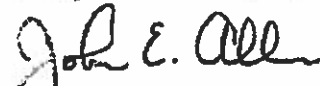
THENCE S. 02°31'25" W. along the East line of said 5.45 acre tract and along the West line of said 20.95 acre tract a distance of 59.19 feet to a mag nail with washer found at the Southeast corner of said 5.83 acre tract and in the North line of said 1.5 acre tract, for the Southeast corner of this parcel;

THENCE N. 55°06'59" W. along the North line of said 1.5 acre tract and along the South line of said 5.83 acre tract a distance of 128.62 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

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

Surveyed on the ground
June 6, 2014
January 27, 2015; Revised acreage


John E. Allen

Registered Professional
Land Surveyor No. 5895
State of Texas



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1801 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYOR FROM 10209-03 TEXAS REGISTERED ENGINEERING FROM 1-700	PHONE: 806 / 759-8949 FAX: 806 / 759-8961

Copyright 2015, Hugo Reed and Associates, Inc. for the sole use of Title Co. for CP # and any other identifiers as indicated in the certificate above herein.

**City of Lubbock
Capital Project
Project Cost Detail
March 12, 2015**

Capital Project Number: 92221
 Capital Project Name: Northwest Water Reclamation Plant

	Budget
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	68,344
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	19,270
Land Acquisition	1,166,743
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item March 12, 2015</i>	
Bayer CropScience, LP Easement	712
Bayer CropScience, LP Easement	39
<i>Encumbered/Expended To Date</i>	70,984,528
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,815,472
<i>Remaining Appropriation</i>	4,815,472
 Total Appropriation to Date	 \$ 75,800,000

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

- \$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
- \$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
- \$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
- Reduced by \$700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
- \$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000



Regular City Council Meeting

5.7.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute an alley-use license for a building encroachment with Tiner Machine and Auto Supply, Inc. located at 2402 Avenue H, Lubbock, Texas.

Item Summary

The Alley-Use License was issued to Tiner Machine and Auto Supply, Inc. in April 14, 1995, for an existing building encroachment in the alley adjacent to the west side of Lots 3, 4 and 5 Block 1, Garland Addition, Lubbock, Texas.

The term of the license is for twenty years payable every five years in advance and each successive 5-year term not to exceed 20 years, unless either party shall give written notice of termination to the other party. The license fee for each five-year period is \$500.00 paid in advance, pursuant to current City policy.

Fiscal Impact

\$500.00 revenue to the General Fund

Staff/Board Recommending

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

Attachments

Resolution & Alley Use License - Tiner

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Alley Use License, by and between the City of Lubbock and Tiner Machine & Auto Supply, Inc., and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2015.

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, City Attorney

RES.Alley Use Lic-Tiner Machine & Auto Supply Inc
12.17.14

ALLEY USE LICENSE

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

This License made this _____ day of _____, 2015, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **TINER MACHINE & AUTO SUPPLY, INC.**, a Texas limited liability company, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions, and provisions herein, the **CITY OF LUBBOCK** does hereby grant to the LICENSEE, the right, privilege and License to use a portion of dedicated alley for a building encroachment on an adjacent alley, and being further described as follows:

METES AND BOUNDS DESCRIPTION for one (1) tract of land adjacent to Lots 3, 4 & 5, Block 1, Garland Addition to the City of Lubbock, Lubbock County, Texas;

BEGINNING at the Southwest corner of Lot 5, Block 1, Garland Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West, a distance of 0.7 feet to a point;

THENCE North, a distance of 123.00 feet to a point;

THENCE East, a distance of 0.7 feet to a point, point being the Northwest corner of Lot 3;

THENCE South, a distance of 123.00 feet to the **POINT OF BEGINNING**.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **2402 Avenue H, Lubbock, TX 79408**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this License shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 (\$500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

General Liability Insurance. Owner shall maintain general liability insurance with a combined single limit of a minimum of \$100,000 per occurrence and such insurance shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability

Owner shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. Such Certificate of Insurance shall name the City of Lubbock as an additional insured and must include wording which states that the policy shall be primary with respect to any insurance carried by City of Lubbock and be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this license. No interest for real property is conveyed or granted by this License.

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

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2015.

Licensee:

TINER MACHINE & AUTO SUPPLY, INC.

L. M. Smith
By:

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Glen C. Robertson**, Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

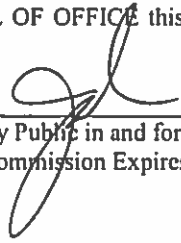
THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Louis Michael Tiner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of Tiner Machine & Auto Supply, Inc.

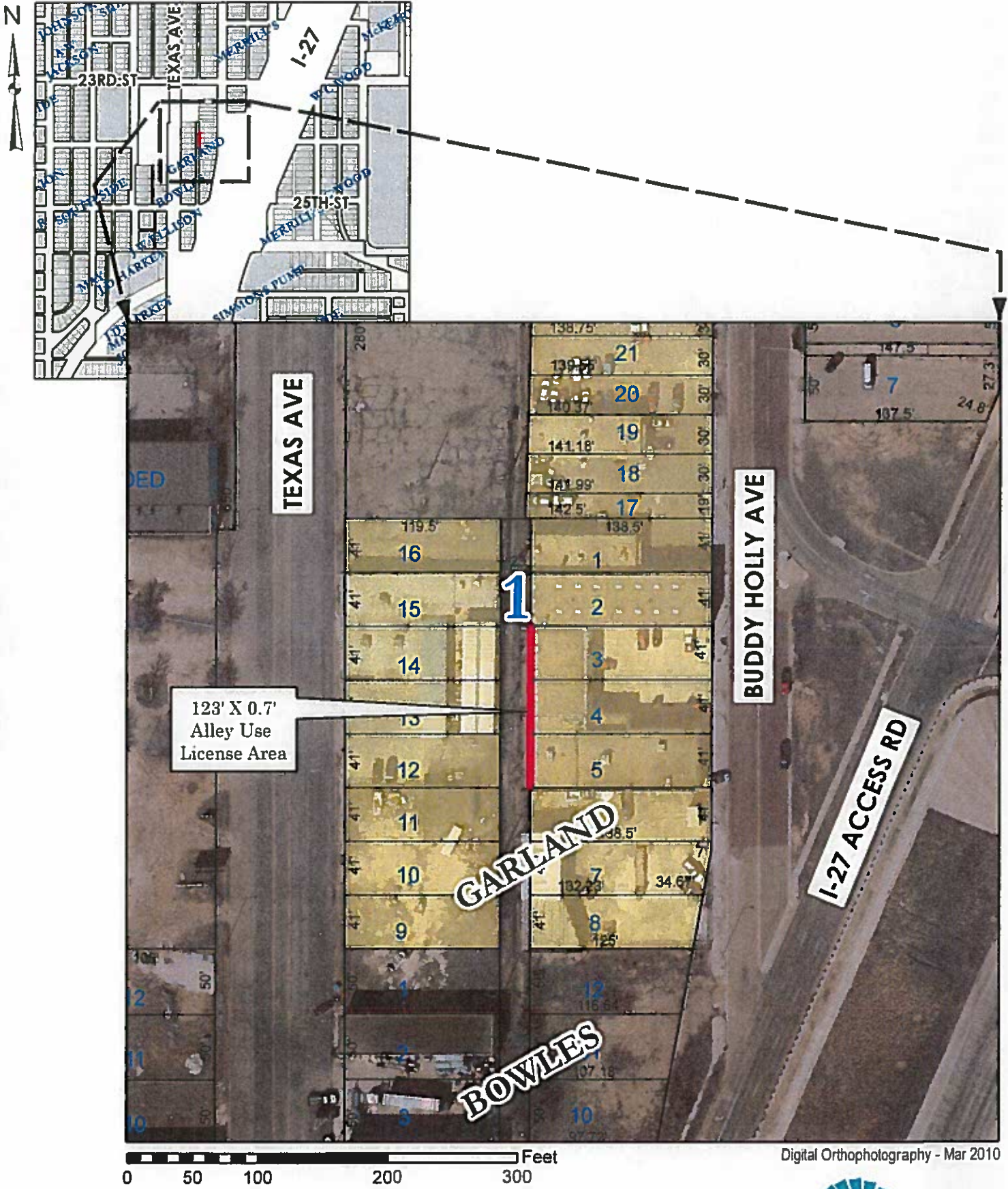
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day
of February, 2015.




Notary Public in and for the State of Texas
My Commission Expires: 9-27-18

Alley Use Lic- Tiner Machine & Auto Supply Inc
12.17.14

Alley Use License Area
 Located Adjacent to Lots 3-5, Block 1, Garland Addition



Digital Orthophotography - Mar 2010

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. 8.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 12192 with International Building Services for the window cleaning services at Lubbock Preston Smith International Airport, ITB 15-12192-PD.

Item Summary

Lubbock Preston Smith International Airport has continuous windows around the building exterior on the main floor and on two sides of the second floor. This contract will provide for window cleaning services to be performed at the passenger terminal building at Lubbock Preston Smith International Airport. The contract calls for labor and materials to clean the windows on a bi-monthly basis and an annual basis.

Bids were received from the following companies:

International Building Services of Austin, TX	\$ 23,950
Squeegee Squad of Blaine, MN	31,050
Clean and Bright Window Cleaning & More of Wolfforth, TX	36,450
Fish Window Cleaning of Dallas, TX	74,229

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

Staff recommends contract award to International Building Services of Austin, TX for \$23,950 per year. A bid tabulation is provided.

Fiscal Impact

Airport Operating Budget 4615.8302

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - International Building Services

Bid Tabulation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12192 for Window Cleaning Services at Lubbock Preston Smith International Airport, by and between the City of Lubbock and International Building Services, of Austin, 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:



Kelly Campbell, Executor Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-International Building Servs
2.11.15

**City of Lubbock, TX
Contract for Services for
Window Cleaning Services at Lubbock Preston Smith International Airport**

THIS CONTRACT made and entered into this 26th day of February 2015, by and between the City of Lubbock ("City"), and International Building Services, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Window Cleaning Services at Lubbock Preston Smith International Airport and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Window Cleaning Services at Lubbock Preston Smith International Airport.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Window Cleaning Services at Lubbock Preston Smith International Airport and more specifically referred to as items one through seven on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-Comp/OP AGG	
Personal & Adv. Injury	
Contractual Liability	
Products of Complete Operation	
Endorsements	
Automotive Liability	500,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12192-PD, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

CONTRACTOR

Glen C. Robertson, Mayor

BY 
Authorized Representative

ATTEST:

Hye K. Kim
Print Name

Rebecca Garza, City Secretary

P.O. Box200506
Address

APPROVED AS TO CONTENT:

Austin, Texas 78720-0506
City, State, Zip Code



Kelly Campbell
Director of Aviation

APPROVED AS TO FORM:



Mitch Satterwhite
First Assistant City Attorney

SPECIFICATIONS

City of Lubbock, TX
ITB 15-12192-PD
Window Cleaning Services at Lubbock Preston Smith International Airport

I. Scope

The City of Lubbock is seeking bids for window cleaning services at the Lubbock Preston Smith International Airport.

II. GENERAL REQUIREMENTS

1. All glass surfaces shall be cleaned leaving the glass surfaces free of spots, scale, grime, mineral deposits and hard water stains. All metal edges shall be free of dust and debris.
2. All interior metal windowsills will be cleaned/dusted/wiped down to remove any fluids, dust or debris.
3. All window cleaning shall be done in a manner as not to interfere with the daily operations of the building.
4. Cleaning compounds shall not damage glass or seals on windows. Upon request, the successful bidder must submit MSDS or other product literature for any cleaning compounds or chemicals brought on to airport property. The contractor shall be responsible for any etching or scratching of glass or metal frame surface caused by cleaning compounds or cleaning methods.
5. When scaffolding, ladders and/or lifts are required they will be clearly marked/coned so as to not create a safety hazard or interfere with day-to-day operations of the terminal building. Scaffolding, ladders and/or lifts will not be left unattended unless specific authorization from the maintenance supervisor is received.
6. Any debris or trash that accumulates during window cleaning work shall be removed from the site and disposed of in a proper manner.
7. The successful bidder shall comply with airport security requirements as they pertain to the performance of the work.
8. Any cracked or damaged windows will be reported to the airport's maintenance supervisor.
9. All work will be done during regular airport work hours Monday through Friday from 7:00 am to 8:00 pm.
10. The successful bidder is required to provide man-lifts as needed to complete the cleaning work.
11. The successful bidder must check in with the building's maintenance supervisor before commencing work each time. Also the successful bidder will wear the ID badge at all times while working.

12. The successful bidder will invoice the airport at the end of the month's cleaning cycle. The invoice will state the month for which services have been rendered, and is to be payable within 30 days of receipt by the airport. No back drafting of invoices will be allowed.

III. WINDOW CLEANING REQUIREMENTS

Annual Cleaning to be Conducted Once Per Contract Term:

1. The interior surfaces of the upper windows on the carpet side of the terminal overlooking the ramp area and the interior surface of the upper windows on the brick side of the terminal, and the interior and exterior surfaces of the uppermost windows in the four terminal entranceways.
2. Exterior surfaces of all windows on the second floor of the terminal building overlooking the carpet side, and the exterior surfaces of the upper windows at the airline ticket counters.
3. The interior surfaces of all windows on the second floor of the terminal building overlooking the carpet side including office spaces.
4. The interior and exterior surfaces of the uppermost windows in the four terminal entranceways, and sterile side partitions near passenger gates three and eight.

Bi-Monthly Cleaning:

5. Interior and exterior surfaces of windows in the four terminal entranceways, including glass doorways and above doors. This does not include the upper windows on the sides of the entranceways.
6. Interior surfaces of all floor-level exterior windows in the terminal building on the main level, including all windows in the passenger gate stairwell areas and interior surfaces of second floor hallway windows overlooking the parking lot. This item does not include the short, upper windows (approx. 24-inches high).
7. Exterior surfaces of all exterior windows on the main floor including all floor-level windows, upper windows brick side (excluding the airline ticket counter area covered by blinds), upper windows carpet side, all passenger gate stairwell windows, and all second floor hallway windows overlooking the parking lot.

Windows Excluded:

8. Glass block windows between carpet/sterile side and brick side of terminal.
9. Revolving doors and fire exits adjacent to the revolving doors.
10. Ramp level windows leading into office areas.
11. Business center windows on carpet/sterile side of the building.

12. Sliding glass doors between brick and carpet/sterile side of the building.
13. Glass at entrance to bar/lounge area.

IV. Information Sheet for obtaining Airport I.D. (ALL WINDOW CLEANING CREW MUST HAVE)

1. Each member of the window cleaning crew must be in possession of a valid airport-issued security ID badge while working at the airport.
2. The following items are required to obtain access for cleaning the windows at the Lubbock Preston Smith International Airport:
 - **10-year work history** – All gaps of employment must be verified by the City of Lubbock. (City of Lubbock requirement.)
 - There is a \$15 charge for the issuance of an ID badge.
 - **Criminal history records check (CHRC)** – An FBI-based background check will be conducted via fingerprinting. A \$30 fee will be collected prior to the fingerprint appointment. The Airport reserves the right to disqualify applicants at their discretion including, but not limited to, the following convictions within the past 10 years:
 1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation.
 2. Interference with air navigation.
 3. Improper transportation of a hazardous material.
 4. Aircraft piracy.
 5. Interference with flight crewmembers or flight attendants.
 6. Commission of certain crimes aboard aircraft in flight.
 7. Carrying a weapon or explosive aboard aircraft.
 8. Conveying false information and threats.
 9. Aircraft piracy outside the special aircraft jurisdiction of the United States.
 10. Lighting violations involving transporting controlled substances.
 11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements.
 12. Destruction of an aircraft or aircraft facility.
 13. Murder.
 14. Assault with intent to murder.
 15. Espionage.
 16. Sedition.
 17. Kidnapping or hostage taking.
 18. Treason.
 19. Rape or aggravated sexual abuse.
 20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
 21. Extortion.
 22. Armed or felony unarmed robbery.
 23. Distribution of, or intent to distribute, a controlled substance.
 24. Felony arson.
 25. Felony involving a threat.
 26. Violence at international airports.

27. Conspiracy or attempt to commit any criminal acts.

28. Felony involving:

- (i) Willful destruction of property;
- (ii) Importation or manufacture of a controlled substance;
- (iii) Burglary;
- (iv) Theft;
- (v) Dishonesty, fraud, or misrepresentation;
- (vi) Possession or distribution of stolen property;
- (vii) Aggravated assault;
- (viii) Bribery; or
- (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year.

City of Lubbock, TX
Aviation
Bid Tabulation
March 12, 2015

ITB 15-12192-PD

Window Cleaning Services at Lubbock Preston Smith International Airport

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Annual Rate
1	6	Bi-Monthly	Interior & Exterior windows in 4 terminal entry International Building Services	Austin, TX	\$ 700	4,200
			Squeegee Squad	Hamlake, MN	1,000	6,000
			Clean & Bright Window Cleaning & More	Wolfforth, TX	1,025	6,150
			Fish Windows	Midland, TX	2,715	16,290
2	6	Bi-Monthly	Interior surface of floor level exterior window International Building Services	Austin, TX	700	8,100
			Squeegee Squad	Hamlake, MN	1,550	9,300
			Clean & Bright	Wolfforth, TX	1,750	10,500
			Fish Windows	Midland, TX	2,667	16,002
3	6	Bi-Monthly	Exterior surfaces of all Exterior window on main floor International Building Services	Austin, TX	1,300	7,800
			Squeegee Squad	Hamlake, MN	1,600	9,600
			Clean and Bright	Wolfforth, TX	2,125	12,750
			Fish Windows	Midland, TX	3,977	23,362
4	1	Annual	Interior and Exterior of upper most windows in the four terminal entry way International Building Services	Austin, TX	450	450
			Squeegee Squad	Hamlake, MN	700	700
			Clean & Bright	Wolfforth, TX	850	850
			Fish Windows	Midland, TX	3,525	3,525
5	1	Annual	Interior side of uppermost windows on carpet side International Building Services	Austin, TX	1,400	1,400
			Squeegee Squad	Hamlake, MN	1,950	1,950
			Clean & Bright	Wolfforth, TX	2,350	2,350
			Fish Windows	Midland, TX	2,745	2,745
6	1	Annual	Interior surfaces of all windows on the second floor of the terminal overlooking the carpet/sterile a International Building Services	Austin, TX	500	500
			Squeegee Squad	Hamlake, MN	1,500	1,500
			Clean & Bright	Wolfforth, TX	1,875	1,875
			Fish Windows	Midland, TX	6,595	6,595
7	1	Annual	Exterior side of all windows on the second floor of the terminal building overlooking the carpet International Building Services	Austin, TX	1,500	1,500
			Clean & Bright	Wolfforth, TX	1,975	1,975
			Squeegee Squad	Hamlake, MN	2,000	2,000
			Fish Windows	Midland, TX	5,210	5,210
			All or None Items 1-7			
			International Building Services	Austin, TX	\$ 23,950	
			Squeegee Squad	Hamlake, MN	31,050	
			Clean & Bright	Wolfforth, TX	36,450	
			Fish Window	Midland, TX	74,229	



Regular City Council Meeting

5. 9.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 12205 with Lone Star Dirt & Paving, Ltd. for Lubbock Preston Smith International Airport Airfield Asphalt Repair Package Three, ITB 15-12205-TF.

Item Summary

Lubbock Preston Smith International Airport issued an Invitation to Bid (ITB) for reconstruction of asphalt pavement adjacent to five T-hangar units on the west side of the airport. The base bid is for pavement reconstruction with asphalt. Also requested was an additive alternate one which is reconstruction with cement instead of asphalt. Alternate two is for a hydro-mulch application of grass seeding materials in lieu of seed drill application.

Bids were received by the following companies:

Contractors	Base Bid
Lone Star Dirt & Paving, Ltd. of Lubbock, TX	1,577,740
Mitchell Enterprises, Ltd. of Sherman, TX	1,875,719
Duininck, Inc. of Roanoke, TX	2,564,445
West Texas Paving, Inc. of Lubbock, TX	2,297,850

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

Staff and Airport Advisory Board recommend contract award of the base bid to the lowest bidder, Lone Star Dirt & Paving, Ltd. of Lubbock, TX for \$1,577,740. Alternates 1 or 2 will not be awarded. Time for completion is 202 calendar days with liquidated damages of \$1,000 per calendar day.

Fiscal Impact

The contract will be funded by the Airfield Asphalt Repair Capital Project 253.8552.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - Lone Star Dirt & Paving

RESOLUTION

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

THAT City of Lubbock Bid No. 15-12205 is awarded to Lone Star Dirt & Paving, Ltd. of Lubbock, Texas, for Lubbock Preston Smith International Airport Airfield Asphalt Repair- Package Three, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock, a contract for said activities with Lone Star Dirt & Paving, Ltd, consistent with the terms of the bid submittal attached hereto and incorporated herein, in a form acceptable to the City Attorney, and related documents.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-Lone Star Dirt & Paving, Ltd.
2.24.15

REVISED

**BID SUBMITTAL
UNIT PRICE BID CONTRACT**



DATE: 2-17-15

**PROJECT NUMBER: 15-12205-TF - LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT AIRFIELD ASPHALT REPAIR -
PACKAGE 3**

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 a **LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT AIRFIELD ASPHALT REPAIR - PACKAGE 3**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
BASE BID					
1.	GP Section 105, Contractor Mobilization	LS	1	\$ 78,000 ⁰⁰	\$ 78,000 ⁰⁰
2.	Item P-101, Remove and dispose of existing concrete	SY	40	\$ 50 ⁰⁰	\$ 2,000 ⁰⁰
3.	Item P-101, Route and seal cracks in asphalt pavement, cracks between 1/8" to 1"	LF	3,060	\$ 6 ⁰⁰	\$ 18,360 ⁰⁰
4.	Item P-101, Material used for sealing cracks in bituminous pavement	GAL	40	\$ 175 ⁰⁰	\$ 7,000 ⁰⁰
5.	Item P-152, Excavation	CY	3,650	\$ 7 ⁰⁰	\$ 25,550 ⁰⁰
6.	Item P-152, Embankment	CY	250	\$ 9 ⁰⁰	\$ 2,250 ⁰⁰
7.	Item P-152, Grading and topsoil in unpaved areas	SY	10,290	\$ 5 ⁰⁰	\$ 51,450 ⁰⁰
8.	Item P-152, Grading and subgrade preparation (6" thickness)	SY	26,850	\$ 4 ⁰⁰	\$ 107,400 ⁰⁰
9.	Item P-154, Recycled asphalt and sub-base (6" thickness)	SY	26,850	\$ 4 ⁵⁰	\$ 120,825 ⁰⁰
10.	Item P-156, Temporary air and water pollution, soil erosion and siltation control	LS	1	\$ 7,500 ⁰⁰	\$ 7,500 ⁰⁰

ADDENDUM NO. 2

REVISED

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

11.	TxDOT Item 247, Type A, Grade 2, crushed aggregate base course, 5" thickness, furnished and installed	SY	23,020	\$ 12 ⁰⁰	\$276,240 ⁰⁰
12.	TxDOT Item 341, Type D, dense-graded hot-mix asphalt (QC/QA), 2" thickness, furnished and installed	TON	2,540	\$ 145 ⁰⁰	\$368,300 ⁰⁰
13.	TxDOT Item 341, Type D, dense-graded hot-mix asphalt (QC/QA), 5% bonus	LS	1	\$ 18,415 ⁰⁰	\$ 18,415 ⁰⁰
14.	Item P-501, Portland cement concrete pavement, 7" thickness	SY	3,870	\$ 63 ⁰⁰	\$ 243,810 ⁰⁰
15.	Item P-602, Bituminous prime coat, including herbicidal treatment (0.3 gal/sy)	GAL	8,060	\$ 5 ⁰⁰	\$ 40,300 ⁰⁰
16.	Item P-620, Obliterate runway and taxiway painting	SF	2,280	.5 ²⁵	11,970 ⁰⁰
17.	Item P-620, Runway and taxiway painting	SF	6,470	\$ 3 ⁰⁰	\$ 19,410 ⁰⁰
18.	Item P-631, Refined coal tar emulsion	SY	26,780	\$ 2 ⁰⁰	\$ 53,560 ⁰⁰
19.	Item T-901, Soil preparation, seeding and fertilizing	SY	27,800	\$ 3 ⁰⁰	\$ 83,400 ⁰⁰
20.	Item MC, Safety and Phasing	MO	6	\$ 4,500 ⁰⁰	\$ 27,000 ⁰⁰
21.	Item MC, Utility Relocation	LS	1	\$15,000.00	\$15,000.00
BASE BID TOTAL					\$1,577,740⁰⁰

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

TOTAL BASE BID, ITEMS #1 - #21:

MATERIALS: Seven hundred eighty eight thousand eight hundred seventy (\$ 788,870⁰⁰)

SERVICES: Seven hundred eighty eight thousand eight hundred seventy (\$ 788,870⁰⁰)

BASE BID ITEMS #1 - #21

TOTAL: one million five hundred seventy seven thousand seven hundred fifty (\$ 1,577,740⁰⁰)

REVISED

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	\$ UNIT PRICE	\$ EXTENDED AMOUNT
ALTERNATE 1					
A1-1.	GP Section 105, Contractor Mobilization	LS	1	\$ 30,000 ⁰⁰	\$ 30,000 ⁰⁰
A1-2.	DEDUCT: Item P-152, Excavation	CY	-850	\$ 7 ⁰⁰	\$ -5,950 ⁰⁰
A1-3.	DEDUCT: TxDOT Item 247, Type A, Grade 2, crushed aggregate base course, 5" thickness, furnished and installed	SY	-23,020	\$ 12 ⁰⁰	\$ -276,240 ⁰⁰
A1-4.	DEDUCT: TxDOT Item 341, Type D, dense-graded hot-mix asphalt (QC/QA), 2" thickness, furnished and installed	TON	-2,540	\$ 145 ⁰⁰	\$ -368,300 ⁰⁰
A1-5.	DEDUCT: TxDOT Item 341, Type D, dense-graded hot-mix asphalt (QC/QA), 5% bonus	LS	-1	\$ 18,415 ⁰⁰	\$ -18,415 ⁰⁰
A1-6.	DEDUCT: Item P-501, Portland cement concrete pavement, 7" thickness (Base Bid Item 12)	SY	-3,870	\$ 63 ⁰⁰	\$ -243,810 ⁰⁰
A1-7.	Item P-501, Portland cement concrete pavement, 6" thickness	SY	26,880	\$ 60 ⁰⁰	\$ 1,612,800 ⁰⁰
A1-8.	Item P-501, Portland cement concrete pavement, 6% bonus	LS	1	\$ 96,768 ⁰⁰	\$ 96,768 ⁰⁰

A1-9.	DEDUCT: Item P-631, Refined Coal Tar Emulsion	SY	-23,020	\$ 2 ⁰⁰	\$ -46,040 ⁰⁰
A1-10.	Item MC, Safety and Phasing	MO	1		
TOTAL ALTERNATE 1, ITEMS A1-1 – A1-10					
MATERIALS		\$		392,656 ⁵⁰	
LABOR		\$		392,656 ⁵⁰	
TOTAL BID ITEMS A1-1 – A1-10		\$		785,313 ⁰⁰	

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

ADDENDUM NO. 2

REVISED

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
ALTERNATE 2					
A2-1.	Item T-901, Additional cost to apply seed by hydromulch	SY	27,800	\$ 3 ⁰⁰	\$ 83,400 ⁰⁰
TOTAL ALTERNATE 2, ITEM A2-1					
MATERIALS		\$		41,700 ⁰⁰	
LABOR		\$		41,700 ⁰⁰	
TOTAL BID ITEM A2-1		\$		--83,400 ⁰⁰ --	

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

ADDENDUM NO. 2

REVISED

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 (150) ONE HUNDRED FIFTY CALENDAR DAYS (OR (186) ONE HUNDRED EIGHTY-SIX CALENDAR DAYS IF ALTERNATE 1 IS AWARDED; NO ADDITIONAL DAYS WILL BE AWARDED FOR ALTERNATE 2) and a total of (202) TWO HUNDRED TWO CALENDAR DAYS (OR (238) TWO HUNDRED THIRTY-EIGHT CALENDAR DAYS IF ALTERNATE 1 IS AWARDED; NO ADDITIONAL DAYS WILL BE AWARDED FOR ALTERNATE 2) for final completion thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages for each calendar day in excess of the time set forth in the general conditions of the contract documents, the following sum of allowed construction time with liquidated damages: \$1,000.00 150 calendar days (186 calendar days if Alternate 1 is awarded; no additional days will be awarded for Alternate 2) for substantial completion, \$1,000.00 202 calendar days (238 calendar days if Alternate 1 is awarded; no additional days will be awarded for Alternate 2) for final completion.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of NINETY (90) calendar days after the scheduled closing time for receiving bids.

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

ADDENDUM NO. 2

REVISED

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

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 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(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID**

Date: 2-17-15

[Signature]
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Paving Ltd
Company

11820 Univ
Address

Lub, Lub
City, County

Texas, 79423
State Zip Code

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

FEDERAL TAX ID or SOCIAL SECURITY No.
800013091

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

- Addenda No. 1 Date 2-11-15
- Addenda No. 2 Date 2-13-15
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

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

**City of Lubbock, Texas
Capital Project
Project Cost Detail
March 12, 2015**

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

	Budget
<i>Encumbered/Expended</i>	
Parkhill, Smith & Cooper Contract Amendment 1	\$ 127,450
Print Shop & Reproduction Charges	927
West Texas Paving, Inc.	421,712
Parkhill, Smith & Cooper Contract Amendment 6	73,050
West Texas Paving, Inc. - Change Order 1	1,500
West Texas Paving, Inc. - Change Order 2	(21,118)
West Texas Paving Inc.	608,568
Parkhill Smith & Cooper Amendment 11	81,650
West Texas Paving Inc. - Change Order 1	(24,583)
 <i>Agenda Item March 12, 2015</i>	
Lone Star Dirt & Paving, Ltd.	1,577,740
<i>Encumbered/Expended To Date</i>	2,846,896
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	3,753,104
<i>Remaining Appropriation</i>	3,753,104
Total Appropriation	\$ 6,600,000

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

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Repair of existing bituminous surface course pavement. Through FY 2013, the project has been proposed as a multi-year project with \$300,000 appropriated annually until all surfaces have been rehabilitated. To expedite completion of the project, bond financing is requested in FY 2014.

Project Justification

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

Project History

- \$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.
- \$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.
- \$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.
- \$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.
- \$100,000 was appropriated in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-00119, October 25, 2012.
- \$300,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.
- \$5.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,600,000	5,000,000	0	0	0	0	0	6,600,000
Total Project Appropriation	1,600,000	5,000,000	0	0	0	0	0	6,600,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Airport Fund Pay-As-You-Go	100,000	0	0	0	0	0	0	100,000
FY 2006 Airport Revenue CO's	37,594	0	0	0	0	0	0	37,594
FY 2007 Airport Revenue CO's	161,502	0	0	0	0	0	0	161,502
FY 2010 Airport Pay-As-You-Go	138,498	0	0	0	0	0	0	138,498
FY 2011 Airport Pay-As-You-Go	262,406	0	0	0	0	0	0	262,406
FY 2012 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2013 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2015 Airport Revenue CO's	0	5,000,000	0	0	0	0	0	5,000,000
Total Funding Sources	1,600,000	5,000,000	0	0	0	0	0	6,600,000



Regular City Council Meeting

5. 10.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Fleet Services: Consider multiple resolutions authorizing the Mayor to execute purchase order contract 31022476 with Gunn Chevrolet of Selma, Texas; purchase order contract 31022487 with Randall Reed's Prestige Ford of Garland, Texas; purchase order contract 31022501 with Grapevine DCJ of Grapevine, Texas and purchase order contract 31022511 with Pick Up Pals of Lubbock, Texas for light duty vehicles and service bodies, ITB 15-12170-SS.

Item Summary

The purchase order contracts are for the following vehicles. The item numbers relate to the bid tabulation that follows:

- 1) Spec 1542 - One 1-ton pickup, extended cab, regular bed, 4x4 for wastewater collection. This vehicle will replace a 2006 year model with mileage exceeding 100,000 miles and repair costs of \$5,000. This vehicle will be used for field service to respond to service calls in a timely manner and for weekend work of manhole rehab. It is also responsible for trailering concrete donuts, ready mix concrete and other materials.
- 2) Spec 1512-4 - One mid-size pickup, extended cab, four wheel drive for Vector Control. This vehicle will replace a 2004 year model with repair costs of close to \$10,000. This pickup will be used by staff to collect light trap specimens to be used to determine areas in need of mosquito spraying.
- 3) Spec 1525-4 - One 1/2-ton crew cab, shortbed, 4x4 for the Stormwater Department. The 2006 year model vehicle will be moved to another department who can fully utilize the SUV. The new vehicle, which is much more suited for the departmental use, will be used as a shared vehicle for the department that is primarily used to haul material and supplies needed at job sites for routine inspections.
- 4) Spec 1525-4-LF - One 1/2-ton crew cab, shortbed, 4x4 for the Landfill. This vehicle will replace a 2006 year model with mileage exceeding 130,000 miles and repair costs of over \$8,000. This truck will be used at the Caliche Canyon Landfill to transport crew members and supplies to and from the workface and wood waste area and for regulatory inspections.
- 5) Spec 1526-2 - Five 1/2-ton, extended cab, shortbed, 4x2 for the Community Development, Street Drainage, Airport Field Maintenance and Building Inspection departments. Vehicles to be replaced for these departments include one from 1998, two from 2002, one from 2003 and one from 2006. All but one of these vehicles exceed 100,000 miles and have repair costs averaging over \$5,000 each. The Community Development Inspector will use the vehicle to do inspections and perform reporting for citizens on Federal and State grant programs. The Street Drainage department will use the vehicle for construction inspections of new residential neighborhoods. The Airport will use the vehicle in the maintenance of the airfield to meet FAA safety requirements to include the maintenance of the air field lighting and airport security fence. Building Inspection will utilize their vehicle to make daily inspections at various construction sites around the City.
- 6) Spec 1526-4 - Five 1/2-ton, extended cab, shortbed, 4x4 for Risk Management, Water Meter and Customer

Service, and Stormwater departments. Vehicles to be replaced for these departments include one from 2003 and one from 2006 and the addition of three. The two replacement vehicles have mileages at 100,000 miles. The vehicle used in Risk will be used for training materials and used by the Inspector for spot inspections of safety practices of the employees in the field. The vehicles for the Water Meter section will be used by staff for meter change outs, locate water lines, respond to water line breaks, and to deal with any customer complaints or concerns. The additional vehicle for stormwater will be used by inspectors for travel to construction sites as part of our statewide MS4 permit.

7) Spec 1534-4 - One 3/4-ton, extended cab, regular bed, 4x4 for Solid Waste Residential Collection. This vehicle will replace a 2006 year model with mileage exceeding 100,000 miles and repair costs of \$6,000. This vehicle will be used by Solid Waste Foreman for customer calls, container audits, to check property damage and oversee the collection route drivers throughout the City.

8) Spec 1535-2 - Seven 3/4-ton, crew cab, shortbed, 4x2 for Parks and Recreation. Vehicles to be replaced for these departments are all twelve to thirteen years old with mileages ranging from 90,000 to 180,000 miles. The repair costs range from \$5,000 up to \$24,000. These replacement trucks will be used by Environmental, Turf, Horticulture and Athletics divisions for inspections and maintenance of over 3,000 acres of parks, medians, right-of-ways and athletic fields.

9) Spec 1535-LF - One 3/4-ton, crew cab, shortbed, 4x4 for the Landfill. This vehicle will replace a 2006 year model and repair costs exceeding \$15,000. This truck will be used at the West Texas Region Disposal Facility to transport crew members and supplies to and from the workface for regulatory inspections.

10) Spec 1536-2 - Three 3/4-ton cab and chassis, bed delete, 4x2 for Parks. The vehicles being replaced for these departments are all twelve to thirteen years old with mileages ranging from 90,000 to 180,000 miles. The repair costs of also range from \$8,000 up to \$16,000 on these vehicles. These replacement trucks will be used by Environmental, Turf, Horticulture and Athletics Divisions for inspections and maintenance of over 3,000 acres of parks, medians, right-of-ways and athletic fields.

11) Spec NV41-F - Three service bodies for 3/4-ton cab and chassis for Parks. These service bodies are for the trucks for Parks on item 10.

12) Spec 1536-WWT - One 3/4-ton cab and chassis, bed delete 4x4 for Wastewater Treatment. This vehicle will replace a 2006 year model and repair costs of \$9,500. This truck will be used to take tools and materials to the Northwest Wastewater Plant, Land Application Site and lift stations.

13) Spec NV-41-WWT - One service body for 3/4-ton cab and chassis for Wastewater Treatment. This service body is for the truck on item 12.

14) Spec 1541 - Three 1-ton, regular cab, bed delete, 4x4, SRW for the Land Application site. The units will replace one-2008 and two-2009 units. The repair costs on each range \$4,000 to \$8,000 each and the mileages of 90,000 to 100,000 each. These vehicles will be assigned to employees who operate and maintain farm and irrigation equipment on the Land Application sites. The department is responsible for disposing of effluent on the sites.

15) Spec 1541-P&C - One 1-ton, extended cab, bed delete, 4x4, SRW for Water Pumping & Control. This vehicle will replace a 2009 year model with mileage closes to 100,000 miles and repair costs of \$5,000. The truck will be used in electrical section for maintaining pump stations and various other water utility facilities.

16) Spec NV38-P&C - One service body for 1-ton, extended cab, bed delete, 4x4, SRW for Water Pumping & Control. This service body will be used for the truck in Item 15.

17) Spec 1541-TR - Two 1-ton, extended cab, bed delete, 4x4, SRW for Pumping & Control and Traffic. This vehicle will replace a 2008 year model for Pumping & Control and a 2003 year model for Traffic. The mileage of both are 100,000 miles each with repair costs totaling \$6,000 and \$16,000, respectively. The truck will be used in

Water for maintenance section for maintaining pump stations and various other water utility facilities. The truck for the Traffic department will be used to locate underground lines for the dig test.

18) Spec NV-38-TR - Two service bodies for 1-ton, extended cab, bed delete, 4x4, SRW for Pumping & Control and Traffic. These service bodies will be used for the trucks identified in Item 17.

19) Spec 1541-TRA - One 1-ton, crew cab, bed delete, 4x4, SRW for Traffic. This vehicle will replace a 2001 year model with mileage over 180,000 miles and repair costs exceeding \$16,000. The truck for the Traffic department will be used to inspect construction projects, maintenance projects and signs/markings projects with Traffic Operations.

20) Spec 1541-WP - One 1-ton, regular cab, bed delete, 4x4, SRW for Water Production. This truck is an addition to the inventory and will be used in the Bailey County Well Field to haul repair parts and tow equipment trailers necessary for pulling and maintaining pumps.

21) Spec 1544 - One 1-ton cab and chassis, crew cab, 4x4, DRW for Parks. This vehicle will replace a 2002 year model with mileage over 100,000 miles and repair costs at \$6,000. The Parks Amenities Division will use this truck for special event set-ups and maintenance of park amenities to include bleachers, picnic tables and sound systems.

22) Spec 3513-SRW-LF - One 1-ton, crew cab, regular bed, SRW, 4x4 for Inmate Clean-Up. This vehicle will replace a 2006 year model with mileage over 90,000 miles and repair costs exceeding \$12,000. This truck will be used by the Inmate Services Crew to move inmates, materials and equipment to various job sites throughout the City.

Pursuant to Texas Local Government Code 271.905(b), in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in the amount of less than \$500,000 with:

(1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including employment of residents of the municipality and increased tax revenues to the municipality. In order to receive consideration of location of the bidder's principal place of business for bid award, bidders are required to submit an Affidavit of Eligibility.

The following are within 5% of the low bid from a non-resident bidder, and included an Affidavit of Eligibility (provided in backup):

Bid Item 2: Scoggin Dickey of Lubbock, Texas is within \$66, or .25% of the low bid from a non-resident bidder;

Bid Item 3: Gene Messer of Lubbock, Texas is within \$892, or 3.36% of the low bid from a non-resident bidder;

Bid Item 4: Gene Messer of Lubbock, Texas is within \$322, or 1.19% of the low bid from a non-resident bidder;

Bid Item 5: Scoggin Dickey of Lubbock, Texas is within \$4,110, or 3.65% of the low bid from a non-resident bidder;

Bid Item 12: Scoggin Dickey of Lubbock, Texas is within \$589, or 2.22% of the low bid from a non-resident bidder;

Bid Item 15: Scoggin Dickey of Lubbock, Texas is within \$1,261, or 4.46% of the low bid from a non-resident bidder;

Bid Item 19: Scoggin Dickey of Lubbock, Texas is within \$202, or .7% of the low bid from a non-resident bidder;

Bid Item 20: Scoggin Dickey of Lubbock, Texas is within \$620, or 2.33% of the low bid from a non-resident bidder;

Bid Item 21: Gene Messer of Lubbock, Texas is within \$353, or 1.20% of the low bid from a non-resident bidder.

Staff recommends bid award to the lowest bidder meeting specifications, or such alternate action as the City Council may deem appropriate.

Freedom Chevrolet of Dallas, Texas \$30,000
Pick Up Pals of Lubbock, Texas \$63,360
Gunn Chevrolet of Selma, Texas \$80,180
Grapevine DCJ of Grapevine, Texas \$234,075
Randall Reed's Prestige Ford of Garland, Texas \$607,050

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted Budget in the following areas: Departmental budgets, Vehicle Replacement Projects and the FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Keith Smith, Public Works Director
Kelly Campbell, Executive Director of the Airport
Bill Howerton, Assistant City Manager
Quincy White, Deputy City Manager

Attachments

Resolution & Purchase Order - Forman's Pick Up Pals, Inc
Resolution & Purchase Order - Grapevine DCJ, LLC
Resolution & Purchase Order - Gunn Chevrolet, LTD
Resolution & Purchase Order - Randall Reed's Prestige Ford
Bid Tab Sheet - Light Duty Vehicles

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. 31022511 for the purchase of light duty vehicles, by and between the City of Lubbock and Forman's Pick Up Pals, Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Forman's Pick Up Pals Light Duty Vehicles PO
2.12.15



PURCHASE ORDER

Page - 1
 Date - 02/12/2015
 Order Number 31022511 000 OP
 Branch/Plant 3526

TO: FORMANS PICK UP PALS INC
 6810 WAYNE AVENUE
 LUBBOCK Texas 79424

SHIP TO: CITY OF LUBBOCK
 FLEET SERVICES
 204 MUNICIPAL DRIVE
 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 02/11/2015 Freight
 Requested 06/10/2015 Taken By S SUMMERS
 Delivery PER D GAMBOA REQ #44838 ITB 15-12170-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Service Body w/Crane	2.000	15,944.8500	EA	31,889.70	06/10/2015
6343,4525 NV-38-TR					
Service Body	3.000	6,268.9500	EA	18,806.85	06/10/2015
5221 nv -41-f					
Service Body	1.000	6,268.9500	EA	6,268.95	06/10/2015
6411 NV-41-WWT					
Service Body	1.000	6,394.7500	EA	6,394.75	06/10/2015
6343 NV-38-P&C					
				Total Order	

Terms NET DUE ON RECEIPT 63,360.25

This purchase order encumbers funds in the amount of \$63,360.25 awarded Forman's Pick up Pals Inc. of Lubbock, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12170-SS dated January 27, 2015 from Forman's Pick Up Pals Inc. of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

 Glen C. Robertson, Mayor

 Rebecca Garza, City Secretary

Bid Form
Light Duty Vehicles
City of Lubbock, TX
ITB 15-12170-SS

In compliance with the Invitation to Bid 15-12170-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12170-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	1 Ton, Ext Cab, Regular Bed 4x4 Pickup per Specification No. 1542	\$ /	\$	
Model Year, Brand Name and Model Number:						
2.	1	Each	Mid-Size, Ext Cab, 4 Wheel Drive Pickup, per Specification No. 1512-4	\$ /	\$	
Model Year, Brand Name and Model Number:						
3.	1	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4	\$ /	\$	
Model Year, Brand Name and Model Number:						
4.	1	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-LF	\$ /	\$	
Model Year, Brand Name and Model Number:						
5.	5	Each	½ Ton, Ext Cab, Shortbed 4x2 Pickup, per Specification No. 1526-2	\$ /	\$	
Model Year, Brand Name and Model Number:						
6.	5	Each	½ Ton, Ext Cab, Shortbed Pickup 4x4, per Specification No. 1526-4	\$ /	\$	
Model Year, Brand Name and Model Number:						
7.	1	Each	¾ Ton, Ext Cab, Regular Bed 4x4 Pickup, per Specification No. 1534-4	\$ /	\$	
Model Year, Brand Name and Model Number:						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8	7	Each	3/4 Ton, Crew Cab, Shortbed, 4x2 per Specification No. 1535-2	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
9	1	Each	3/4 Ton, Crew Cab Shortbed 4x4, per Specification No. 1535-LF	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
10	3	Each	3/4 Ton, Cab & Chassis, Bed Delete, Regular Cab, 4x2, per Specification No. 1536-2	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
11	3	Each	Service Body, per Specification No. NV-41-F	\$ 6268.95	\$ 18806.85	In stock to 4 weeks See Note #4
Model Year, Brand Name and Model Number: <i>Knaphide 2015* 696 LPJ or 696J</i>						
12	1	Each	3/4 Ton, Cab & Chassis, Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WWT	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
13	1	Each	Service Body, per Specification No. NV-41-WWT	\$ 6268.95	\$ 6268.95	In stock to 4 weeks See Note #4
Model Year, Brand Name and Model Number: <i>Knaphide 2015* 696 LPJ or 696J</i>						
14	3	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
15	15	Each	Flatbed, per Specification No. NV-41-L	\$ 1898.50	\$ 9442.50	1 to 2 weeks to BUILD SEE NOTE #4
Model Year, Brand Name and Model Number: <i>Pick up Pals 2015 "PUP" Custom Bed</i>						
16	1	Each	1 Ton, Ext Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-P&C	\$ ---	\$ ---	---
Model Year, Brand Name and Model Number:						
17	1	Each	Service Body, per Specification No. NV-38-P&C	\$ 6394.75	\$ 6394.75	In stock to 4 weeks See Note #4
Model Year, Brand Name and Model Number: <i>Knaphide 2015* 696 LPJ or 696J</i>						

S Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

NOTES: #4 With proper communication Pick up Pals should be ABLE to have product available within 0 to 2 weeks of delivery of Approved vehicles, * Depending on when vehicles arrive want date of Knaphide arrival late 2014 - like vehicles -

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
18.	2	Each	1 Ton, Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-TR	\$-----	\$-----	
Model Year, Brand Name and Model Number:						
19.	2	Each	Service Body w/ Crane, per Specification NV-38-TR	\$ 15944 ⁸⁵	\$ 31889 ⁷⁰	IN STOCK to 4 wks SEE NOTE #4
Model Year, Brand Name and Model Number: <i>Knapheide 2015* 6962PJ w/CRK / Ideal LIB 3200 XTW15-PR</i>						
20.	1	Each	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-TRA	\$-----	\$-----	
Model Year, Brand Name and Model Number:						
21.	1	Each	Service Body, per Specification No. NV-38-TRA	\$ 7489.50 6500.00	\$ 7489.50 6500.00	IN STOCK to 4 wks SEE NOTE #4
Model Year, Brand Name and Model Number: <i>Knapheide 2015* 6962PJ or 696J w/CRK</i>						
22.	1	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP	\$-----	\$-----	
Model Year, Brand Name and Model Number:						
23.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544	\$-----	\$-----	
Model Year, Brand Name and Model Number:						
24.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544-WP	\$-----	\$-----	
Model Year, Brand Name and Model Number:						
25.	1	Each	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-LF	\$-----	\$-----	
Model Year, Brand Name and Model Number:						

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

Total: \$63,360.25

**ARO - After Receipt of Order

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

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

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. 31022501 for the purchase of light duty vehicles, by and between the City of Lubbock and Grapevine DCJ, LLC, of Grapevine, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



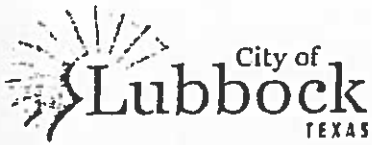
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Grapevine DCJ Light Duty Vehicles PO
2.12.15

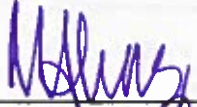


PURCHASE ORDER

Page - 1
Date - 02/12/2015
Order Number 31022501 000 OP
Branch/Plant 3526

TO: GRAPEVINE DCJ LLC
2601 WILLIAM D TATE
GRAPEVINE Texas 76051

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 02/10/2015 Freight
Requested 06/10/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ 44851, 44837 REQ# 44852 ITB 15-12170-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
1/2 Ton Ext Cab Shortbed 4x2	5.000	24,291.0000	EA	121,455.00	06/10/2015
6311, 3113, 6511 1526-4					
1/2 Ton Ext Cab Shortbed	5.000	22,524.0000	EA	112,620.00	06/10/2015
4613, 4615, 4311, 4541 1526-2					
				Total Order	

Terms NET 30 234,075.00

This purchase order encumbers funds in the amount of \$234,075 awarded to Grapevine DCJ of Grapevine, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12170-SS dated January 27, 2015 from Grapevine DCJ of Grapevine, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Light Duty Vehicles
City of Lubbock, TX
ITB 15-12170-SS

In compliance with the Invitation to Bid 15-12170-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12170-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	1 Ton, Ext Cab, Regular Bed 4x4 Pickup per Specification No. 1542	\$	\$ No Bid	
Model Year, Brand Name and Model Number:						
2.	1	Each	Mid-Size, Ext Cab, 4 Wheel Drive Pickup, per Specification No. 1512-4	\$	\$ No Bid	
Model Year, Brand Name and Model Number:						
3.	1	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4	\$26,707	\$26,707	65-80
Model Year, Brand Name and Model Number: 2015 Ram 1500 DS6L98						
4.	1	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-LF	\$26,912	\$26,912	65-80
Model Year, Brand Name and Model Number: 2015 Ram 1500 DS6L98						
5.	5	Each	½ Ton, Ext Cab, Shortbed 4x2 Pickup, per Specification No. 1526-2	\$22,524	\$112,620	65-80 ARO
Model Year, Brand Name and Model Number: 2015 Ram DS1L41						
6.	5	Each	½ Ton, Ext Cab, Shortbed Pickup 4x4, per Specification No. 1526-4	\$24,291	\$121,455	65-70
Model Year, Brand Name and Model Number: 2015 Ram DS6L41						
7.	1	Each	¾ Ton, Ext Cab, Regular Bed 4x4 Pickup, per Specification No. 1534-4	\$	\$ No Bid	
Model Year, Brand Name and Model Number:						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
-8-	-7-	Each	3/4 Ton, Crew Cab, Shortbed, 4x2 per Specification No. 1535-2	\$ 24,602	\$ 172,214	65-80
Model Year, Brand Name and Model Number: 2015 Ram DS2-291						
-9-	-1-	Each	3/4 Ton, Crew Cab Shortbed 4x4, per Specification No. 1535-LF	\$	\$ 11,300	
Model Year, Brand Name and Model Number:						
-10-	-3-	Each	3/4 Ton, Cab & Chassis, Bed Delete, Regular Cab, 4x2, per Specification No. 1536-2	\$	\$ 7,800	8-5
Model Year, Brand Name and Model Number:						
-11-	-3-	Each	Service Body, per Specification No. NV-41-F	\$	\$ 7,800	8-5
Model Year, Brand Name and Model Number:						
-12-	-1-	Each	3/4 Ton, Cab & Chassis, Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WWT	\$	\$ 11,300	
Model Year, Brand Name and Model Number:						
-13-	-1-	Each	Service Body, per Specification No. NV-41-WWT	\$	\$ 7,800	8-5
Model Year, Brand Name and Model Number:						
-14-	-3-	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541	\$	\$ 11,300	8-5
Model Year, Brand Name and Model Number:						
-15-	-5-	Each	Flatbed, per Specification No. NV-41	\$	\$ 7,800	8-5
Model Year, Brand Name and Model Number:						
-16-	-1-	Each	1 Ton, Ext Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-P&C	\$	\$ 11,300	8-5
Model Year, Brand Name and Model Number:						
-17-	-1-	Each	Service Body, per Specification No. NV-38-P&C	\$	\$ 7,800	8-5
Model Year, Brand Name and Model Number:						

S.Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
18.	2	Each	1 Ton, Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-TR	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
19.	2	Each	Service Body w/Crane, per Specification NV-38-TR	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
20.	1	Each	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-TRA	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
21.	1	Each	Service Body, per Specification No. NV-38-TRA	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
22.	1	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
23.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
24.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544-WP	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						
25.	1	Each	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-LF	\$-----	\$-----	No B. I
Model Year, Brand Name and Model Number:						

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

Total: \$234,075

**ARO - After Receipt of Order

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

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

S:Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

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. 31022476 for the purchase of light duty vehicles, by and between the City of Lubbock and Gunn Chevrolet, LTD, of Selma, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

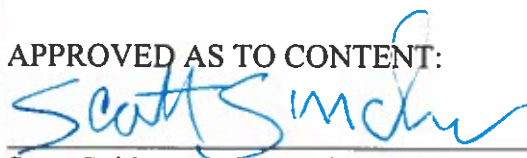
Passed by the City Council on this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Gunn Chevrolet Light Duty Vehicles PO
2.12.15



PURCHASE ORDER

Page - 1
Date - 02/12/2015
Order Number 31022476 000 OP
Branch/Plant 3526

TO: GUNN CHEVROLET LTD
16550 IH 35 NORTH
SELMA Texas 78154

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/09/2015 Freight
Requested 05/29/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44836, 44838 44835 ITB 15-12170-SS

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 1/2 Ton Crew Cab Pickup 4x4, Mid-Size Ext Cab, and 1/2 Ton Crew Cab Shortbed.

Terms NET DUE ON RECEIPT Total Order 80,179.51

This purchase order encumbers funds in the amount of \$80,179.51 awarded to Gunn Chevrolet of Selma, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12170-SS dated January 27, 2015 from Gunn Chevrolet of Selma, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Light Duty Vehicles
City of Lubbock, TX
ITB 15-12170-SS

In compliance with the Invitation to Bid 15-12170-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12170-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1	1	Each	1 Ton. Ext Cab. Regular Bed 4x4 Pickup per Specification No. 1542	\$30,415.21	\$30,415.21	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
2	1	Each	Mid-Size, Ext Cab. 4 Wheel Drive Pickup, per Specification No. 1512-4	\$26,583.81	\$26,583.81	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
3	1	Each	½ Ton. Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4	\$26,513.10	\$26,513.10	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
4	1	Each	½ Ton. Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-1.F	\$27,082.60	\$27,082.60	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
5	5	Each	½ Ton, Ext Cab. Shortbed 4x2 Pickup, per Specification No. 1526-2	\$23,007.85	\$115,039.25	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
6	5	Each	½ Ton, Ext Cab. Shortbed Pickup 4x4, per Specification No. 1526-4	\$25,195.45	\$125,977.25	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
7	1	Each	¾ Ton. Ext Cab. Regular Bed 4x4 Pickup, per Specification No. 1534-4	\$28,036.50	\$28,036.50	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8	2	Each	3/4 Ton. Crew Cab. Shortbed, 4x2 per Specification No. 1535-2	\$ 26,970.00	\$ 188,790.00	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
9	1	Each	3/4 Ton. Crew Cab Shortbed 4x4, per Specification No. 1535-LF	\$ 37,281.60	\$ 37,281.60	UP TO 120 DAYS
Model Year, Brand Name and Model Number:						
10	3	Each	3/4 Ton. Cab & Chassis. Bed Delete. Regular Cab. 4x2, per Specification No. 1536-2	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
11	3	Each	Service Body, per Specification No. NV-41-F	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
12	1	Each	3/4 Ton. Cab & Chassis. Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WW1	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
13	1	Each	Service Body, per Specification No. NV-41-WW1	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
14	3	Each	1/2 Ton. Regular Cab. Bed Delete. Ext SRW, per Specification No. 1541	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
15	5	Each	Flatbed, per Specification No. NV-41	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
16	1	Each	1 Ton. Ext Cab Bed Delete. Ext SRW, per Specification No. 1541-P&C	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
17	1	Each	Service Body, per Specification No. NV-38-P&C	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						

S Purchase Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
18	-2-	-Each-	1 Ton. Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-1R	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
19	-2-	-Each-	Service Body w/ Crane, per Specification NV-38-TR	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
20	-1-	-Each-	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-1RA	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
21	-1-	-Each-	Service Body, per Specification No. NV-38-1RA	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
22	-1-	-Each-	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
23	-1-	-Each-	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
24	-1-	-Each-	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544-WP	\$ NO BID	\$ NO BID	NO BID
Model Year, Brand Name and Model Number:						
25	-1-	-Each-	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-1R	\$ 31,180.76	\$ 31,180.76	UP TO 15-20-25
Model Year, Brand Name and Model Number:						

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

Total: \$80,179.51

**ARO - After Receipt of Order

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

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

S Purchase Bid Doc #115-12170-SS, Light Duty Vehicles

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. 31022487 for the purchase of light duty vehicles, by and between the City of Lubbock and Randall Reed's Prestige Ford, of Garland, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Randall Reed Light Duty Vehicles PO
2.12.15



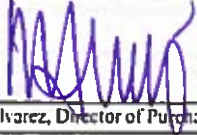
PURCHASE ORDER

Page - 1
 Date - 02/11/2015
 Order Number 31022487 000 OP
 Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
 3601 S. SHILOH ROAD
 GARLAND Texas 75044

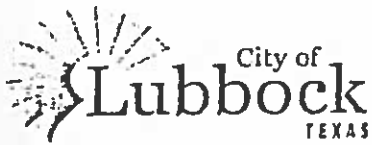
SHIP TO: CITY OF LUBBOCK
 FLEET SERVICES
 204 MUNICIPAL DRIVE
 LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/10/2015 Freight
 Requested 06/10/2015 Taken By S SUMMERS
 Delivery PER D GAMBOA REQ #44838, 44835 ITB 15-12170-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
3/4 ton crew cab	7.000	24,950.0000	EA	174,650.00	06/10/2015
5221 1535-2 3/4 Ton Cab and Chassis	3.000	22,000.0000	EA	66,000.00	06/10/2015
5221 1536-2 1 ton Ext Cab	1.000	27,700.0000	EA	27,700.00	06/10/2015
6413 1542 3/4 Ton Ext Cab, Reg. Bed	1.000	26,100.0000	EA	26,100.00	06/10/2015
5511 1534-4 3/4 Ton Crew Cab Shortbed	1.000	34,500.0000	EA	34,500.00	06/10/2015
5511 1535-LF 3/4 Ton Cab & Chassis Ext Cab	1.000	26,500.0000	EA	26,500.00	06/10/2015
6411 1536-WWT 1 Ton Reg. Cab, Bed Delete	3.000	26,400.0000	EA	79,200.00	06/10/2015
6415 1541 1 Ton Ext Cab SRW	1.000	28,300.0000	EA	28,300.00	06/10/2015
6343 1541-P&C					



PURCHASE ORDER

Page - 2
Date - 02/13/2015
Order Number 31022487 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
3601 S. SHILOH ROAD
GARLAND Texas 75044

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/10/2015 Freight
Requested 06/10/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44838, 44835 ITB 15-12170-SS

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 1 Ton Pickup Ext. Cab, 1 Ton Crew Cab SRW, 1 Ton Reg. Cab SRW, 1 Ton Crew Cab Reg. Bed, and Total Order.

Terms NET 30 607,050.00

This purchase order encumbers funds in the amount of \$607,050 awarded to Randall Reed's Prestige Ford of Garland, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12170-SS dated January 27, 2015 from Randall Reed's Prestige Ford of Garland, TX. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Light Duty Vehicles
City of Lubbock, TX
ITB 15-12170-SS

In compliance with the Invitation to Bid 15-12170-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12170-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	1 Ton, Ext Cab, Regular Bed 4x4 Pickup per Specification No. 1542	27700 *28150	\$ 27700 *28150	60-75
Model Year, Brand Name and Model Number: <i>2015 Ford F350 (1-ton)</i> <i>* bucket seats available only with cloth</i>						
-2-	-1-	-Each-	Mid-Size, Ext Cab, 4 Wheel Drive Pickup, per Specification No. 1512-4	/\$	/\$	/
Model Year, Brand Name and Model Number: <i>N/A</i>						
-3-	-1-	-Each-	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4	\$ 27800	\$ 27800	60-75
Model Year, Brand Name and Model Number: <i>2015 Ford F150 (1/2 ton) crew</i>						
4.	1	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-LF	\$ 27800	\$ 27800	60-75
Model Year, Brand Name and Model Number: <i>2015 Ford F150 (1/2 ton) crew</i>						
-5-	-5-	-Each-	½ Ton, Ext Cab, Shortbed 4x2 Pickup, per Specification No. 1526-2	\$ 28350	\$ 116750	60-75
Model Year, Brand Name and Model Number: <i>2015 Ford F150 (1/2 ton) ext cab</i>						
-6-	-5-	-Each-	½ Ton, Ext Cab, Shortbed Pickup 4x4, per Specification No. 1526-4	\$ 25550	\$ 127750	60-75
Model Year, Brand Name and Model Number: <i>2015 Ford F150 (1/2 ton) ext cab</i>						
7.	1	Each	¾ Ton, Ext Cab, Regular Bed 4x4 Pickup, per Specification No. 1534-4	\$ 26100	\$ 26100	60-75
Model Year, Brand Name and Model Number:						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8.	7	Each	3/4 Ton, Crew Cab, Shortbed, 4x2 per Specification No. 1535-2	\$24950	\$174650	60-75 (2015)
Model Year, Brand Name and Model Number: 2015 (2016) Ford F250 (3/4 ton) crew						
9.	1	Each	3/4 Ton, Crew Cab Shortbed 4x4, per Specification No. 1535-LF	\$34500	\$34500	60-75
Model Year, Brand Name and Model Number: 2015 (2016) Ford F250 (3/4 ton) crew						
10.	3	Each	3/4 Ton, Cab & Chassis, Bed Delete, Regular Cab, 4x2, per Specification No. 1536-2	\$22000	\$66000	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F250 (3/4 ton) reg cab						
-11-	-3-	-Each-	Service Body, per Specification No. NV-41-F	\$-----	\$-----	-----
Model Year, Brand Name and Model Number:						
12.	1	Each	3/4 Ton, Cab & Chassis, Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WWT	\$26500	\$26500	60-90
Model Year, Brand Name and Model Number:						
-13-	-1-	-Each-	Service Body, per Specification No. NV-41-WWT	\$-----	\$-----	-----
Model Year, Brand Name and Model Number:						
14.	3	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541	\$26400	\$79200	60-90
Model Year, Brand Name and Model Number:						
-15-	-5-	-Each-	Flatbed, per Specification No. NV-41	\$-----	\$-----	-----
Model Year, Brand Name and Model Number:						
16.	1	Each	1 Ton, Ext Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-P&C	\$28300	\$28300	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1 ton) ext. cab						
-17-	-1-	-Each-	Service Body, per Specification No. NV-38-P&C	\$-----	\$-----	-----
Model Year, Brand Name and Model Number:						

S Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
18.	2	Each	1 Ton, Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-TR	\$ 28300	\$ 56600	60-90
Model Year, Brand Name and Model Number:						
19.	2	Each	Service Body w/Crane, per Specification NV-38-TR	\$ -	\$ -	-
Model Year, Brand Name and Model Number:						
20.	1	Each	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-TRA	\$ 30600	\$ 30600	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1ton) crew						
21.	1	Each	Service Body, per Specification No. NV-38-TRA	\$ -	\$ -	-
Model Year, Brand Name and Model Number:						
22.	1	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP	\$ 26600	\$ 26600	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1ton) reg cab						
23.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544	\$ 31200	\$ 31200	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1ton) crew						
24.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544-WP	\$ 38200	\$ 38200	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1ton) crew						
25.	1	Each	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-LF	\$ 30300	\$ 30300	60-90
Model Year, Brand Name and Model Number: 2015 (2016) Ford F350 (1ton) crew						

Total: \$607,050.00

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

**ARO - After Receipt of Order

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

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

S Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles

City of Lubbock, TX
Fleet Services
Bid Tabulation
March 12, 2015

ITB 15-12170-SS
Light Duty Vehicles

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	1 Ton, Ext Cab, Regular Bed 4x4 Pickup per Specification No. 1542			
			Sam Pack's Five Star Ford	Carrollton, TX	\$ 26,775	NR
			Randall Reed's Prestige Ford	Garland, TX	27,700	27,700
			GeneMesser Chevrolet	Lubbock, TX	30,375	30,375
			Gunn Chevrolet	Selma, TX	30,415	30,415
			Scoggin Dickey	Lubbock, TX	31,200	31,200
2	1	EA	Mid-Size, Ext Cab, 4 Wheel Drive Pickup, per Specification No. 1512-4			
			Gunn Chevrolet	Selma, TX	26,584	26,584
			Scoggin Dickey	Lubbock, TX	26,650	26,650
			GeneMesser Chevrolet	Lubbock, TX	28,150	28,150
3	1	EA	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4			
			Gunn Chevrolet	Selma, TX	26,513	26,513
			Lovefield CD JR	Dallas, TX	26,700	26,700
			Grapvine DCJ	Grapevine, TX	26,707	26,707
			Freedom Chevrolet	Dallas, TX	27,300	27,300
			GeneMesser Chevrolet	Lubbock, TX	27,405	27,405
			Sam Pack's Five Star Ford	Carrollton, TX	27,429	NR
			Scoggin Dickey	Lubbock, TX	27,500	27,500
			Randall Reed's Prestige Ford	Garland, TX	27,800	27,800
4	1	EA	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-LF			
			Lovefield CD JR - NQAS	Dallas, TX	26,700	NQAS
			Grapvine DCJ - NQAS	Grapevine, TX	26,912	NQAS
			Gunn Chevrolet	Selma, TX	27,083	27,083
			Freedom Chevrolet	Dallas, TX	27,300	27,300
			GeneMesser Chevrolet	Lubbock, TX	27,405	27,405
			Sam Pack's Five Star Ford	Carrollton, TX	27,429	NR
			Randall Reed's Prestige Ford	Garland, TX	27,800	27,800
			Scoggin Dickey	Lubbock, TX	29,240	29,240
5	5	EA	½ Ton, Ext Cab, Shortbed 4x2 Pickup, per Specification No. 1526-2			
			Grapvine DCJ	Grapevine, TX	22,524	112,620
			Lovefield CD JR	Dallas, TX	23,000	115,000
			Gunn Chevrolet	Selma, TX	23,008	115,039
			Sam Pack's Five Star Ford	Carrollton, TX	23,166	NR
			Scoggin Dickey	Lubbock, TX	23,346	116,730
			Randall Reed's Prestige Ford	Garland, TX	23,350	116,750
			Freedom Chevrolet	Dallas, TX	23,537	117,685
			GeneMesser Chevrolet	Lubbock, TX	23,887	119,435
6	5	EA	½ Ton, Ext Cab, Shortbed Pickup 4x4, per Specification No. 1526-4			
			Grapvine DCJ	Grapevine, TX	24,291	121,455
			Lovefield CD JR	Dallas, TX	24,400	122,000
			Gunn Chevrolet	Selma, TX	25,195	125,977
			Sam Pack's Five Star Ford	Carrollton, TX	25,262	NR
			Randall Reed's Prestige Ford	Garland, TX	25,550	127,750
			Freedom Chevrolet	Dallas, TX	25,900	129,500
			GeneMesser Chevrolet	Lubbock, TX	25,998	129,990
			Scoggin Dickey	Lubbock, TX	27,600	138,000
7	1	EA	¾ Ton, Ext Cab, Regular Bed 4x4 Pickup, per Specification No. 1534-4			
			Randall Reed's Prestige Ford	Garland, TX	26,100	26,100
			Sam Pack's Five Star Ford	Carrollton, TX	26,271	26,271
			Freedom Chevrolet	Dallas, TX	27,600	27,600
			Scoggin Dickey	Lubbock, TX	27,900	27,900
			GeneMesser Chevrolet	Lubbock, TX	27,966	27,966
			Gunn Chevrolet	Selma, TX	28,037	28,037

City of Lubbock, TX
Fleet Services
Bid Tabulation
March 12, 2015

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
8	7	EA	3/4 Ton, Crew Cab, Shortbed, 4x2 per Specification No. 1535-2			
			Sam Pack's Five Star Ford	Carrollton, TX	24,519	NR
			Grapvine DCJ - NQAS	Grapevine, TX	24,602	NQAS
			Randall Reed's Prestige Ford	Garland, TX	24,950	174,650
			Lovefield CD JR	Dallas, TX	25,000	175,000
			Freedom Chevrolet	Dallas, TX	26,400	184,800
			Scoggin Dickey	Lubbock, TX	26,462	185,234
			GeneMesser Chevrolet	Lubbock, TX	26,990	188,930
9	1	EA	3/4 Ton, Crew Cab Shortbed 4x4, per Specification No. 1535-LF			
			Sam Pack's Five Star Ford	Carrollton, TX	33,975	NR
			Randall Reed's Prestige Ford	Garland, TX	34,500	34,500
			Freedom Chevrolet	Dallas, TX	36,400	36,400
			Scoggin Dickey	Lubbock, TX	36,410	36,410
			GeneMesser Chevrolet	Lubbock, TX	36,547	36,547
			Gunn Chevrolet	Selma, TX	37,282	37,282
10	3	EA	3/4 Ton, Cab & Chassis, Bed Delete, Regular Cab, 4x2, per Specification No. 1536-2			
			Sam Pack's Five Star Ford	Carrollton, TX	21,595	NR
			Randall Reed's Prestige Ford	Garland, TX	22,000	66,000
			Scoggin Dickey	Lubbock, TX	23,139	69,417
			Freedom Chevrolet	Dallas, TX	23,700	71,100
			GeneMesser Chevrolet	Lubbock, TX	23,994	71,982
11	3	EA	Service Body, per Specification No. NV-41-F			
			Pick Up Pals dba Forman's Pick Up Pals	Lubbock, TX	6,269	18,807
			J&B Trailers	Lubbock, TX	6,894	20,682
			Sam Pack's Five Star Ford	Carrollton, TX	6,939	NR
12	1	EA	¾ Ton, Cab & Chassis, Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WWT			
			Sam Pack's Five Star Ford	Carrollton, TX	23,879	NR
			Randall Reed's Prestige Ford	Garland, TX	26,500	26,500
			Scoggin Dickey	Lubbock, TX	27,089	27,089
			GeneMesser Chevrolet	Lubbock, TX	27,668	27,668
			Freedom Chevrolet	Dallas, TX	29,000	29,000
13	1	EA	Service Body, per Specification No. NV-41-WWT			
			Pick Up Pals dba Forman's Pick Up Pals	Lubbock, TX	6,269	6,269
			J&B Trailers	Lubbock, TX	6,894	6,894
			Sam Pack's Five Star Ford	Carrollton, TX	6,939	NR
14	3	EA	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541			
			Randall Reed's Prestige Ford	Garland, TX	26,400	79,200
			Scoggin Dickey	Lubbock, TX	27,885	83,655
			Freedom Chevrolet	Dallas, TX	28,000	84,000
			GeneMesser Chevrolet	Lubbock, TX	28,458	85,374
			Lovefield CD JR	Dallas, TX	30,000	90,000
15	1	EA	1 Ton, Ext Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-P&C			
			Randall Reed's Prestige Ford	Garland, TX	28,300	28,300
			Scoggin Dickey	Lubbock, TX	29,561	29,561
			Freedom Chevrolet	Dallas, TX	30,000	30,000
			GeneMesser Chevrolet	Lubbock, TX	30,587	30,587
16	1	EA	Service Body, per Specification No. NV-38-P&C			
			Pick Up Pals dba Forman's Pick Up Pals	Lubbock, TX	6,395	6,395
			J&B Trailers	Lubbock, TX	6,894	6,894

City of Lubbock, TX
Fleet Services
Bid Tabulation
March 12, 2015

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
17	2	EA	1 Ton, Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-TR Randall Reed's Prestige Ford	Garland, TX	28,300	56,600
			Scoggin Dickey	Lubbock, TX	29,731	59,462
			Freedom Chevrolet	Dallas, TX	29,900	59,800
			GeneMesser Chevrolet	Lubbock, TX	30,587	61,174
18	2	EA	Service Body w/Crane, per Specification NV-38-TR Pick Up Pals dba Forman's Pick Up Pals	Lubbock, TX	15,945	31,890
			J&B Trailers	Lubbock, TX	15,994	31,988
19	1	EA	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-TRA Randall Reed's Prestige Ford	Garland, TX	30,600	30,600
			Freedom Chevrolet	Dallas, TX	30,700	30,700
			Scoggin Dickey	Lubbock, TX	30,802	30,802
			GeneMesser Chevrolet	Lubbock, TX	31,252	31,252
			Lovefield CD JR	Dallas, TX	32,400	32,400
20	1	EA	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP Randall Reed's Prestige Ford	Garland, TX	26,600	26,600
			Scoggin Dickey	Lubbock, TX	27,220	27,220
			Freedom Chevrolet	Dallas, TX	28,000	28,000
			GeneMesser Chevrolet	Lubbock, TX	28,358	28,358
			Lovefield CD JR	Dallas, TX	30,000	30,000
21	1	EA	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544 Lovefield CD JR-NQAS	Dallas, TX	29,500	NQAS
			Freedom Chevrolet	Dallas, TX	30,000	30,000
			GeneMesser Chevrolet	Lubbock, TX	30,353	30,353
			Scoggin Dickey	Lubbock, TX	30,972	30,972
			Randall Reed's Prestige Ford	Garland, TX	31,200	31,200
22	1	EA	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-LF Sam Pack's Five Star Ford	Carrollton, TX	29,640	NR
			Randall Reed's Prestige Ford	Garland, TX	30,300	30,300
			Lovefield CD JR	Dallas, TX	30,500	30,500
			Scoggin Dickey-NQAS	Lubbock, TX	30,593	NQAS
			Freedom Chevrolet	Dallas, TX	30,800	30,800
			GeneMesser Chevrolet-NQAS	Lubbock, TX	30,915	NQAS
			Gunn Chevrolet	Selma, TX	31,181	31,181
			Item by Item			
			Pick Up Pals dba Forman's Pick up Pals	Lubbock, TX		\$ 63,361
			Gunn Chevrolet	Selma, TX		80,180
			Grapevine DCJ	Grapevine, TX		234,075
			Randell Reed's Prestige Ford	Garland, TX		607,050

For Items 2, 5, 12, 15, 19 and 20 Scoggin-Dickey Chevrolet of Lubbock, Texas and Items 3, 4 and 21 for Gene Messer Chevrolet of Lubbock, Texas bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

NR - Non Responsive
NQAS - Not Quoted as Specified



Regular City Council Meeting

5. 11.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute a purchase order contract 31022498 to Randall Reed's Prestige Ford; and a purchase order contract 31022558 to Freedom Chevrolet for a Special Services Unit for the Fire Marshal's Department; twenty five Police pursuit vehicles for Police Patrol, Airport Security and Police Training; Four Police pursuit sedans for Police Investigations and Training; and two crew cab pickups for Police Investigations, BID 15-12194-SS.

Item Summary

The following purchase order contracts are for the following:

Item #1: One four door, 4x4, Sport Utility Special Services Unit with cargo area for the Fire Marshal's Department. This vehicle will replace a 2009 year model with 100,000 miles. The larger vehicle is needed and will be used by the department to carry a large amount of equipment and tools for investigations and to have the seating room to question witnesses in inclement weather. The inspection function requires the ability to drive into large building sites in the various stages of construction before the site is paved. The vehicle is also used for storm season to perform the weather watch function for the City, to include having to drive on unpaved roads.

Item #2: Twenty-four four door, 4x2, Sport Utility Police pursuit vehicles with cargo area without spot lights for Police Patrol, Police Training and Airport Security. The vehicles being replaced all have high mileage or are wrecked units. These units provide increased storage, field of vision, and officer comfort. The vehicles are able to better withstand the extreme use required of police vehicles.

Item #3: One four door, 4x2, Sport Utility Police Pursuit vehicles with cargo area for Police Patrol Command. This unit will provide increased storage, field of vision, and officer comfort. The vehicle is able to better withstand the extreme use required of police vehicles.

Item #4: Four full size, four door, Police PPV rear wheel drive sedans for Police Training and Special Ops. The sedans will be wired for grille lights, siren speaker, wiring horn, and siren circuit, along with the flasher system. The new vehicles will replace seized vehicles the department has been using and a 2008 vehicle from training with over 110,000 miles.

Item #5: Two 1/2-ton, crew cab, short bed, 4x2 pickups for Police Investigations. The vehicles will be used to transport victims, witnesses, and suspects and to carry equipment and evidence. These will replace units that are 2008 vehicles with repair costs averaging \$8,000 each and mileage at 80,000 and 95,000.

Pursuant to Texas Local Government Code 271.905(b), in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in the amount of less than \$500,000 with:

(1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including employment of residents of the municipality and increased tax revenues to the municipality. In order to receive consideration of location of the bidder's principal place of business for bid award, bidders are required to submit an Affidavit of Eligibility.

The following are within 5% of the low bid from a non-resident bidder, and included an Affidavit of Eligibility (provided in backup):

Bid Item 1: Gene Messer of Lubbock, Texas is within \$213, or .66% of the low bid from a non-resident bidder;

Bid Item 3: Scoggin Dickey of Lubbock, Texas is within \$1,017, or 3.48% of the low bid from a non-resident bidder;

Bid Item 4: Scoggin Dickey of Lubbock, Texas is within \$995, or .91% of the low bid from a non-resident bidder;

Bid Item 5: Scoggin Dickey of Lubbock, Texas is within \$1,608, or 2.95% of the low bid from a non-resident bidder;

Staff recommends bid award to the lowest bidder meeting specifications, or such alternate action as the City Council may deem appropriate.

Randall Reed's Prestige Ford of Garland, Texas \$54,440

Freedom Chevrolet of Dallas, Texas \$960,739

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted Budget in the following areas: Airport Departmental budget and the FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Roger Ellis, Police Chief

Mike Kemp, Fire Chief

Kelly Campbell, Executive Director of the Airport

Attachments

Resolution & Purchase Order - Randall Reed's Prestige Ford

Resolution & Purchase Order - Freedom Chevrolet

Bid Tab Sheet - Police and Fire Vehicles

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. 31022498 for the purchase of police and fire vehicles, by and between the City of Lubbock and Randall Reed's Prestige Ford, of Garland, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Randall Reed's Prestige Ford Police and Fire Vehicles PO
2.24.15



PURCHASE ORDER

Page - 1
Date - 02/20/2015
Order Number 31022498 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
3601 S. SHILOH ROAD
GARLAND Texas 75044

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
Requested 07/17/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44913 ITB 15-12194-SS

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Includes items like 'Black 1/2 Ton Pick Up 5731' and a 'Total Order' of 54,440.00.

This purchase order encumbers funds in the amount of \$54,440 awarded to Randall Reed's Prestige Ford of Garland, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12194-SS dated February 4, 2015 from Randall Reed's Prestige Ford of Garland, TX. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Police and Fire Vehicles
City of Lubbock, TX
ITB 15-12194-SS

In compliance with the Invitation to Bid 15-12194-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12194-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	4 Door, 4x4, Sport Utility Special Services Unit w/Cargo Area, per Specification No. 307-FM	SSV 31300 KL 32500	31300 32500	60-75
Model Year, Brand Name and Model Number: 2015 (1/2) Ford Police Interceptor Utility AWD						
2.	24	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area, per Specification No. 307-PD	27500	660000	75-90
Model Year, Brand Name and Model Number: 2015 Ford Police Interceptor Utility AWD						
3.	1	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area w/o Spot Lights, per Specification No. 307-PD	26200	26200	75-90
Model Year, Brand Name and Model Number: 2015 Ford Police Interceptor Sedan AWD						
4.	4	Each	Full Size, 4 Door, Police PPV Rear-Wheel Drive Sedans, per Specification No. 1348-PD	23500 24500	94000 98000	75-90
Model Year, Brand Name and Model Number: AWD						
5.	2	Each	1/2 Ton, Pickup, Crew Cab, Shortbed, 4x2, per Specification No. 1525 PD	25700	51400	60-75
Model Year, Brand Name and Model Number: With Options: \$27,220 \$54,440						
6.	1	Each	22' - 23' Boat with Trailer, per Specification No. 9740-PD	/	/	/
Model Year, Brand Name and Model Number:						

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

Total: \$54,440

**ARO - After Receipt of Order

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

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. 31022498 for the purchase of police and fire vehicles, by and between the City of Lubbock and Randall Reed's Prestige Ford, of Garland, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Randall Reed's Prestige Ford Police and Fire Vehicles PO
2.24.15



PURCHASE ORDER

Page - 1
Date - 02/20/2015
Order Number 31022498 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
3601 S. SHILOH ROAD
GARLAND Texas 75044

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
Requested 07/17/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44913 ITB 15-12194-SS

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Includes line items for Black 1/2 Ton Pick Up 5731 and a Total Order of 54,440.00.

This purchase order encumbers funds in the amount of \$54,440 awarded to Randall Reed's Prestige Ford of Garland, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12194-SS dated February 4, 2015 from Randall Reed's Prestige Ford of Garland, TX. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Police and Fire Vehicles
City of Lubbock, TX
ITB 15-12194-SS

In compliance with the Invitation to Bid 15-12194-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12194-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	4 Door, 4x4, Sport Utility Special Services Unit w/Cargo Area, per Specification No. 307-FM	SSV \$31300 XL \$32500	\$31300 \$32500	60-75
--- Model Year, Brand Name and Model Number: 2015 (16) Ford Police Interceptor Utility AWD						
2.	24	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area, per Specification No. 307-PD	\$27500	\$660000	75-90
--- Model Year, Brand Name and Model Number: 2015 Ford Police Interceptor Utility AWD						
3.	1	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area w/o Spot Lights, per Specification No. 307-PD	\$26200	\$26200	75-90
--- Model Year, Brand Name and Model Number: 2015 Ford Police Interceptor Sedan AWD						
4.	4	Each	Full Size, 4 Door, Police PPV Rear-Wheel Drive Sedans, per Specification No. 1348-PD	23500 24500	94000 98000	75-90
Model Year, Brand Name and Model Number: AWD						
5.	2	Each	½ Ton, Pickup, Crew Cab, Shortbed, 4x2, per Specification No. 1525 PD	\$25700	\$51400	60-75
Model Year, Brand Name and Model Number: With Options: \$27,220 \$54,440						
6.	1	Each	22' - 23' Boat with Trailer, per Specification No. 9740-PD	\$ /	\$ /	/
Model Year, Brand Name and Model Number:						

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

Total: \$54,440

**ARO - After Receipt of Order

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

City of Lubbock, TX
Fleet Services
Bid Tabulation
March 12, 2015

ITB 15-12194-SS

Police and Fire Vehicles

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	4 Door, 4x4, Sport Utility Special Services Unit w/Cargo Area, per Specification No. 307-FM			
			Randall Reed's Prestige Ford	Garland, TX	\$ 31,300	NQAS
			Freedom Chevrolet	Dallas, TX	32,434	32,434
			Randall Reed's Prestige Ford	Garland, TX	32,500	NQAS
			GeneMesser Chervrolet	Lubbock, TX	32,647	32,647
			Scoggin Dickey	Lubbock, TX	33,227	33,227
2	24	EA	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area, per Specification No. 307-PD			
			Randall Reed's Prestige Ford	Garland, TX	27,500	NQAS
			GeneMesser Chevrolet	Lubbock, TX	29,455	NQAS
			GeneMesser Chevrolet	Lubbock, TX	32,277	NQAS
			Freedom Chevrolet	Dallas, TX	32,922	790,128
			Scoggin Dickey	Lubbock, TX	33,503	804,061
3	1	EA	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area w/o Spot Lights, per Specification No. 307-PD			
			Randall Reed's Prestige Ford	Garland, TX	26,200	NQAS
			Freedom Chevrolet	Dallas, TX	29,225	29,225
			Scoggin Dickey	Lubbock, TX	30,242	30,242
			GeneMesser Chevrolet	Lubbock, TX	31,580	31,580
4	4	EA	Full Size, 4 Door, Police PPV Rear-Wheel Drive Sedans, per Specification No. 1348-PD			
			Randall Reed's Prestige Ford	Garland, TX	24,500	NQAS
			Randall Reed's Prestige Ford	Garland, TX	25,700	NQAS
			Freedom Chevrolet	Dallas, TX	27,238	108,952
			Scoggin Dickey	Lubbock, TX	27,487	109,947
5	2	EA	1/2 Ton, Pickup, Crew Cab, Shortbed, 4x2, per Specification No. 1525-PD			
			Randall Reed's Prestige Ford	Garland, TX	27,220	54,440
			Scoggin Dickey	Lubbock, TX	28,024	56,048
			GeneMesser Chevrolet	Lubbock, TX	28,192	56,384
			Item by Item			
			Randall Reed's Prestige Ford	Garland, TX		\$ 54,440
			Freedom Chevrolet	Dallas, TX		960,739

For Items 3, 4 and 5 Scoggin-Dickey Chevrolet of Lubbock, Texas and Items 1 for Gene Messer Chevrolet of Lubbock, Texas bids meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

NQAS - Not Quoted as Specified



Regular City Council Meeting

5. 12.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute purchase order contract 90500020 with InSite Amenities, L.P., Fort Worth, Texas, for the procurement and construction of park pavilions.

Item Summary

The purchase order contract is for the supply and assembly of two, 28' x 28' foot open-air park pavilions at Ratliff and Smith Parks.

The \$255,394 purchase from InSite Amenities, L.P. of Fort Worth, Texas is made through the Texas Association of School Boards Local Government Purchasing Cooperative Contract 423-13, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

The park pavilion purchase includes:

- 2 structures, 28' x 28', with multiple gable roofs
- Tongue and groove wood decking
- Standing seam roof panels
- Epoxy prime and powder coat frame finish
- Sealed Engineering drawings
- Shipping and handling
- Site preparation to include demolition, onsite assembly, concrete flat work, earthwork and grading, electrical, and irrigation

Estimated time for completion of this project is 75 calendar days and liquidated damages are \$150 per day.

Fiscal Impact

\$1,846,287 is appropriated in Capital Improvement Project 91169, Park Pavilions, with \$255,394 available for this purpose.

Staff/Board Recommending

Scott Snider, Community Services, Assistant City Manager

Attachments

Resolution and PO for InSite Ratliff and Smith

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, Purchase Order No. 90500020 for the BuyBoard Contract 423-13 for park pavilion replacement, by and between the City of Lubbock and InSite Amenities, of Fort Worth, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - InSite Amenities Park Pavilion Replacement PO
2 24 15



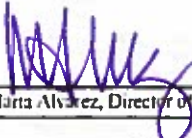
PURCHASE ORDER

Page - 1
 Date - 02/19/2015
 Order Number 90500020 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Ratliff Park	1.000	42,860.0000	EA	42,860.00	04/17/2015
28'x28' W Skyline shelter					
Ratliff Park	1.000	(2,143.0000)	EA	(2,143.00)	04/17/2015
5% Buyboard Discount					
Ratliff Park	1.000	125.0000	EA	125.00	04/17/2015
Sealed Eng. Drawings (shelter)					
Ratliff Park	1.000	2,500.0000	EA	2,500.00	04/17/2015
Shipping to Lubbock					
Ratliff Park	1.000	500.0000	EA	500.00	04/17/2015
Sealed Eng. Drawings (slab)					
Ratliff Park	1.000	2,550.0000	EA	2,550.00	04/17/2015
Conc washout, fncing, dumpster					
Ratliff Park	1.000	950.0000	EA	950.00	04/17/2015
Remove existing furnishings					
Ratliff Park	1.000	11,105.0000	EA	11,105.00	04/17/2015
Demo existing pavilion, haul					



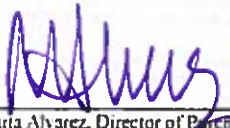
PURCHASE ORDER

Page - 2
 Date - 02/19/2015
 Order Number 90500020 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

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 1912 ERSKINE
 Lubbock Texas 79401

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 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Ratliff Park	1.000	1,200.0000	EA	1,200.00	04/17/2015
Grading and Pad					
Ratliff Park	1.000	8,930.0000	EA	8,930.00	04/17/2015
Engineered conc. slab					
Ratliff Park	1.000	22,450.0000	EA	22,450.00	04/17/2015
Install WSL Shelter					
Ratliff Park	1.000	300.0000	EA	300.00	04/17/2015
Trench and PVC for elec.					
Ratliff Park	1.000	3,600.0000	EA	3,600.00	04/17/2015
Provide and install elec.					
Ratliff Park	1.000	1,100.0000	EA	1,100.00	04/17/2015
Provide and install grill					
Ratliff Park	1.000	2,600.0000	EA	2,600.00	04/17/2015
Provide and install conc. walk					
Ratliff Park	4.000	1,500.0000	EA	6,000.00	04/17/2015
Provide and install tables					



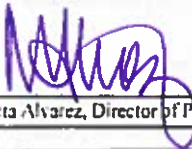
PURCHASE ORDER

Page - 3
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 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Ratliff Park	1.000	3,200.0000	EA	3,200.00	04/17/2015
Provide and install irrig.					
Ratliff Park	1.000	5,500.0000	EA	5,500.00	04/17/2015
Provide and install fine grade					
Smith Park	1.000	42,860.0000	EA	42,860.00	04/17/2015
28'x28' W Skyline shelter					
Smith Park	1.000	(2,143.0000)	EA	(2,143.00)	04/17/2015
5% Buyboard Discount					
Smith Park	1.000	125.0000	EA	125.00	04/17/2015
Sealed Eng. Drawings (shelter)					
Smith Park	1.000	2,500.0000	EA	2,500.00	04/17/2015
Shipping to Lubbock					
Smith Park	1.000	500.0000	EA	500.00	04/17/2015
Sealed Eng. Drawings (slab)					
Smith Park	1.000	2,550.0000	EA	2,550.00	04/17/2015
Conc washout, fncing, dumpster					



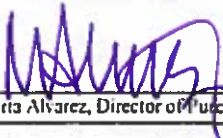
PURCHASE ORDER

Page - 4
 Date - 02/19/2015
 Order Number 90500020 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
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 FORT WORTH Texas 76179

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 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
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 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Smith Park	1.000	950.0000	EA	950.00	04/17/2015
Remove existing furnishings					
Smith Park	1.000	11,200.0000	EA	11,200.00	04/17/2015
Demo existing pavilion, haul					
Smith Park	1.000	1,200.0000	EA	1,200.00	04/17/2015
Grading and Pad					
Smith Park	1.000	8,930.0000	EA	8,930.00	04/17/2015
Engineered conc. slab					
Smith Park	1.000	22,450.0000	EA	22,450.00	04/17/2015
install WSL Shelter					
Smith Park	1.000	200.0000	EA	200.00	04/17/2015
Trench and PVC for elec.					
Smith Park	1.000	3,305.0000	EA	3,305.00	04/17/2015
Provide and install elec.					
Smith Park	1.000	1,100.0000	EA	1,100.00	04/17/2015
Provide and install grill					



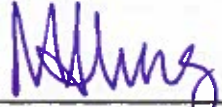
PURCHASE ORDER

Page - 5
 Date - 02/19/2015
 Order Number 90500020 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

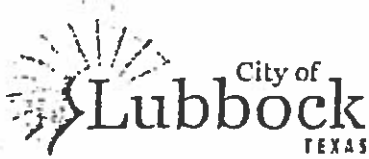
SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Smith Park	1.000	4,330.0000	EA	4,330.00	04/17/2015
Provide and install conc curb					
Smith Park	1.000	885.0000	EA	885.00	04/17/2015
Provide and install asphalt					
Smith Park	1.000	700.0000	EA	700.00	04/17/2015
Provide and install sign/strpg					
Smith Park	1.000	15,560.0000	EA	15,560.00	04/17/2015
Provide and install conc. walk					
Smith Park	4.000	1,500.0000	EA	6,000.00	04/17/2015
Provide and install tables					
Smith Park	1.000	2,085.0000	EA	2,085.00	04/17/2015
Provide and install irrig.					
Smith Park	1.000	6,560.0000	EA	6,560.00	04/17/2015
Provide and install fine grade					
Bonding Fees	1.000	10,220.0000	EA	10,220.00	04/17/2015
Pmt. & Perf. Bonds					



PURCHASE ORDER

Page - 6
Date - 02/17/2015
Order Number 90500020 000 OP
Branch/Plant 91169

TO: INSITE AMENITIES
9176 HYDE RD
FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/17/2015 Freight
Requested 02/17/2015 Taken By S SUMMERS
Delivery PER J STUART REQ #45060 BUYBOARD CONTRACT 423-13

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date, Total Order. Row 1: Terms NET 30, 255,394.00

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:
Commercial General Liability, per occurrence- \$1,000,000
Workers Compensation, Statutory Amounts-\$500,000
• General Aggregate • Contractual Liability •Products-Comp/Op Agg •
Automotive Liability-Any Auto- \$1,000,000
Personal and Adv. Injury
City of Lubbock is 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 coverage. Copies of endorsements required.
The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.
The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better. The bonds must be in a form acceptable to the City attorney and must be dated the same date that the contract was awarded.

This purchase order encumbers funds in the amount of \$255,394 awarded InSite Amenities of Fort Worth, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation Number 728 dated February 9, 2015 Insite Amenities of Fort Worth, TX and Texas BuyBoard Contract 423-13. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	728

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavs Ratliff & Smith

Item	Description	Qty	Rate	Total
WSL28X28TGSS	RATLIFF PARK - Poligon 28' x 28' Western Skyline shelter with pinned baseplate style, tongue & groove roof deck and standing seam metal roof in standard color, 10:12 pitch, internal electrical access, Poli-5000 factory epoxy prime/powdercoat frame finish in standard color	1	42,860.00	42,860.00
DISCOUNT	RATLIFF PARK - 5% BuyBoard discount off of shelter		-2,143.00	-2,143.00
ENGINEERING	RATLIFF PARK - Sealed engineered drawings for shelter (split fee)	1	125.00	125.00
SHIPPING & HANDLING	RATLIFF PARK - Shipping to Lubbock, TX (split for combined shipment)	1	2,500.00	2,500.00
SLAB ENGINEERING	RATLIFF PARK - Sealed engineered drawings for structural slab with integral footings for column anchors	1	500.00	500.00
TEMPORARY FACILITIES	RATLIFF PARK - Provide concrete washout with sign, storage fencing, Port-O-Let, dumpster	1	2,550.00	2,550.00
DEMO	RATLIFF PARK - Remove existing furnishings/fixtures and return to owner	1	950.00	950.00
DEMO	RATLIFF PARK - Demolish and haul off existing pavilion, pavilion pad, sidewalks	1	11,105.00	11,105.00
INSTALL	RATLIFF PARK - Grading and pad benching	1	1,200.00	1,200.00
INSTALL	RATLIFF PARK - Engineered concrete slab	1	8,930.00	8,930.00
INSTALL	RATLIFF PARK - Install WSL shelter	1	22,450.00	22,450.00
INSTALL	RATLIFF PARK - Trench and pvc for electric	1	300.00	300.00
INSTALL	RATLIFF PARK - Provide and install electric materials and labor	1	3,600.00	3,600.00
		Subtotal		
		Sales Tax (6.25%)		
This quote is valid for 60 days.		Total		

Signature _____ Date _____

By signing you agree to our terms.

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	728

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavs Ratliff & Smith

Item	Description	Qty	Rate	Total
INSTALL	RATLIFF PARK - Provide and install grill (embed mount)	1	1,100.00	1,100.00
INSTALL	RATLIFF PARK - Provide and install concrete sidewalk	1	2,600.00	2,600.00
INSTALL	RATLIFF PARK - Provide and install tables	4	1,500.00	6,000.00
INSTALL	RATLIFF PARK - Provide and install irrigation renovations including materials and labor	1	3,200.00	3,200.00
INSTALL	RATLIFF PARK - Provide and install fine grading including trench & rut repair, sod, joint sealing & cleanup	1	5,500.00	5,500.00
WSL28X28TGSS	SMITH PARK - Polygon 28' x 28' Western Skyline shelter with pinned baseplate style, tongue & groove roof deck and standing seam metal roof in standard color, 10:12 pitch, internal electrical access, Poli-5000 factory epoxy prime/powdercoat frame finish in standard color	1	42,860.00	42,860.00
DISCOUNT	SMITH PARK - 5% BuyBoard discount off of shelter		-2,143.00	-2,143.00
ENGINEERING	SMITH PARK - Sealed engineered drawings for shelter (split fee)	1	125.00	125.00
SHIPPING & HANDLING	SMITH PARK - Shipping to Lubbock, TX (split for combined shipment)	1	2,500.00	2,500.00
SLAB ENGINEERING	SMITH PARK - Sealed engineered drawings for structural slab with integral footings for column anchors	1	500.00	500.00
TEMPORARY FACILITIES	SMITH PARK - Provide concrete washout with sign, storage fencing, Port-O-Let, dumpster	1	2,550.00	2,550.00
DEMO	SMITH PARK - Remove existing furnishings/fixtures and return to owner	1	950.00	950.00
		Subtotal		
		Sales Tax (6.25%)		
This quote is valid for 60 days.		Total		

Signature _____ Date _____

By signing you agree to our terms.

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	728

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavs Ratliff & Smith

Item	Description	Qty	Rate	Total
DEMO	SMITH PARK - Demolish and haul off existing pavilion, pavilion pad, sidewalks, curb & gutter, asphalt paving	1	11,200.00	11,200.00
INSTALL	SMITH PARK - Grading and pad benching	1	1,200.00	1,200.00
INSTALL	SMITH PARK - Engineered concrete slab	1	8,930.00	8,930.00
INSTALL	SMITH PARK - Install WSL shelter	1	22,450.00	22,450.00
INSTALL	SMITH PARK - Trench and pvc for electric	1	200.00	200.00
INSTALL	SMITH PARK - Provide and install electric materials and labor	1	3,305.00	3,305.00
INSTALL	SMITH PARK - Provide and install grill (embed mount)	1	1,100.00	1,100.00
INSTALL	SMITH PARK - Provide and install concrete curb/gutter/paving	1	4,330.00	4,330.00
INSTALL	SMITH PARK - Provide and install asphalt patch	1	885.00	885.00
INSTALL	SMITH PARK - Provide and install parking sign & striping	1	700.00	700.00
INSTALL	SMITH PARK - Provide and install concrete sidewalk	1	15,560.00	15,560.00
INSTALL	SMITH PARK - Provide and install tables	4	1,500.00	6,000.00
INSTALL	SMITH PARK - Provide and install irrigation renovations including materials and labor	1	2,085.00	2,085.00
INSTALL	SMITH PARK - Provide and install fine grading including trench & rut repair, sod, joint sealing & cleanup	1	6,560.00	6,560.00
		Subtotal		
		Sales Tax (6.25%)		
This quote is valid for 60 days.		Total		

Signature _____ Date _____

By signing you agree to our terms.

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	728

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavs Ratliff & Smith

Item	Description	Qty	Rate	Total
BOND FEES	Payment and Performance Bonds by InSite Amenities to City of Lubbock for full contract amount		10,220.00	10,220.00
BBCOMGROUP	BuyBoard Commodity Group # 423-13, Parks & Recreation & Field Lighting Products & Installation			
		Subtotal		\$255,394.00
		Sales Tax (6.25%)		\$0.00
This quote is valid for 60 days.		Total		\$255,394.00

Signature _____ Date _____

By signing you agree to our terms.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 12, 2015**

Capital Project Number: 91169
 Capital Project Name: Park Pavilions

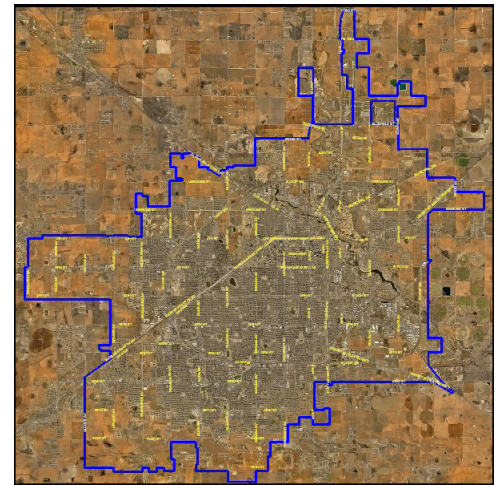
		<u>Budget</u>
<i>Encumbered/Expended</i>		
InSite Amenities - 8 Park Pavilions	\$	528,808
J R's Landscape & Sprinkler Systems - Concrete Flatwork		120,000
City of Lubbock Staff Time		26,763
Miscellaneous Expenses		18,933
InSite Amenities - 3 Park Structures		377,386
<i>Agenda Item Item March 12, 2015</i>		
InSite Amenities, Ratliff & Smith Parks		255,394
InSite Amenities, Hinojosa Park		115,322
<i>Encumbered/Expended To Date</i>		<u>1,442,606</u>
<i>Estimated Costs for Remaining Appropriation</i>		
Park Pavilions		<u>403,682</u>
<i>Remaining Appropriation</i>		<u>403,682</u>
Total Appropriation	\$	<u><u>1,846,287</u></u>

Managing Department **Parks and Recreation**

Project Manager **Jeffrey Stuart**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Construct open-air park pavilions for McCullough and Hinojosa Parks in FY 2014-15; Guy and Davis Parks in 2015-16; Dunbar Historic and Davies Parks in 2016-17; Conquistador Lake (Lake #1) and Rodgers Parks in 2017-18; Roy Furr and Hoel Parks in 2018-19; Overton and Chapman Parks in; 2019-20 Washington and Canyon Rim Parks in 2020-21; Neugebauer and Berry Parks in 2021-22; Mackenzie Parks as funding allows in future years.

Project Justification

The project responds to the second highest priority established in the City of Lubbock Parks Recreation and Open Space Master Plan 2011 in the Five Year Action Plan. The Five Year Action Plan responds to the priorities established in the Needs Assessment for the City and individual zones. The neighborhood associations adjacent to these parks have supported this project. The redevelopment is a high priority of the Parks and Recreation and Open Space Master Plan.

Project History

This project will provide large picnic pavilions with picnic tables and grills. The open air structures will be constructed of low maintenance materials such as steel with metal roofs. The project scope also includes concrete walks to meet ADA requirement for access, site preparation, irrigation and security lighting to meet the health, safety and welfare needs. The following parks have been completed: Cooke, Duran, Lopez, Reagan, Ribble, Sims, Strong, Underwood, Burns, Miller, Wagner, Smith, and Ratliff Parks.

\$200,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.

\$200,000 was appropriated in the FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.

\$200,000 was appropriated in the FY 2007-08 budget, Ord. No. 2007-00091, September 13, 2007.

\$214,000 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

\$291,950 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

\$357,651 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$382,686 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,359,404	354,368	379,173	436,262	468,807	501,352	536,737	4,036,103
Construction Management Support	29,768	8,036	8,599	9,201	9,845	10,534	11,271	87,254
Design and Engineering	74,429	20,282	21,702	23,221	24,846	26,586	28,447	219,513
Total Project Appropriation	1,463,601	382,686	409,474	468,684	503,498	538,472	576,455	4,342,870



Regular City Council Meeting

5. 13.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute purchase order contract 90500019 with InSite Amenities, L.P., Fort Worth, Texas for the procurement of and construction of a park pavilion.

Item Summary

The purchase order contract is for the supply and assembly of one, 28' x 28' feet open-air park pavilion at Hinojosa Park.

The \$115,322 purchase from InSite Amenities, L.P. of Fort Worth, Texas is made through the Texas Association of School Boards Local Government Purchasing Cooperative Contract 423-13, using an electronic purchasing system know as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

The park pavilion purchase includes:

- 1 structure, 28' x 28', multiple gable roofs
- Tongue and groove wood decking
- Standing seam roof panels
- Epoxy prime and powder coat frame finish
- Sealed Engineering drawings
- Shipping and handling
- Site preparation to include demolition, onsite assembly, concrete flat work, earthwork and grading, electrical, and irrigation.

Estimated time for completion of this project is 75 calendar days and liquidated damages are \$150 per day.

Fiscal Impact

\$1,846,287 is appropriated in Capital Improvement Project 91169, Park Pavilions, with \$115,322 available for this purpose.

Staff/Board Recommending

Scott Snider, Community Services, Assistant City Manager

Attachments

Resolution & Purchase Order - Pavilion Replacement

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, Purchase Order No. 90500019 for the BuyBoard Contract 423-13 for park pavilion replacement, by and between the City of Lubbock and InSite Amenities, of Fort Worth, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into 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 this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - InSite Amenities Park Pavilion Replacement 2 PO
2.24.15




PURCHASE ORDER

Page - 1
 Date - 02/19/2015
 Order Number 90500019 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/16/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ # 45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Hinojosa Park	1.000	42,860.0000	EA	42,860.00	04/17/2015
28'x28' W. Skyline shelter					
Hinojosa Park	1.000	(2,143.0000)	EA	(2,143.00)	04/17/2015
5% Buyboard Discount					
Hinojosa Park	1.000	125.0000	EA	125.00	04/17/2015
Sealed Eng. Drawings (shelter)					
Hinojosa Park	1.000	2,500.0000	EA	2,500.00	04/17/2015
Shipping to Lubbock					
Hinojosa Park	1.000	500.0000	EA	500.00	04/17/2015
Sealed Eng. Drawings (slab)					
Hinojosa Park	1.000	2,550.0000	EA	2,550.00	04/17/2015
Provide Conc. washout, fncing					
Hinojosa Park	1.000	950.0000	EA	950.00	04/17/2015
Remove existing furnishings					
Hinojosa Park	1.000	11,785.0000	EA	11,785.00	04/17/2015
Demo. existing shelter					



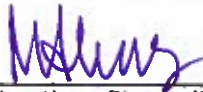
PURCHASE ORDER

Page - 2
 Date - 02/19/2015
 Order Number 90500019 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Maria Alvarez, Director of Purchasing & Contract Management

Ordered 02/16/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ # 45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Hinojosa Park	1.000	1,200.0000	EA	1,200.00	04/17/2015
Grading and Pad					
Hinojosa Park	1.000	8,930.0000	EA	8,930.00	04/17/2015
Engineered Conc. Slab					
Hinojosa Park	1.000	22,450.0000	EA	22,450.00	04/17/2015
Install WSL Shelter					
Hinojosa Park	1.000	500.0000	EA	500.00	04/17/2015
Trench and PVC for elec.					
Hinojosa Park	1.000	3,860.0000	EA	3,860.00	04/17/2015
Provide and install elec.					
Hinojosa Park	1.000	1,100.0000	EA	1,100.00	04/17/2015
Provide and install grill					
Hinojosa Park	1.000	850.0000	EA	850.00	04/17/2015
Provide and install conc. walk					
Hinojosa Park	4.000	1,500.0000	EA	6,000.00	04/17/2015
Provide and install tables					



PURCHASE ORDER

Page - 3
 Date - 02/19/2015
 Order Number 90500019 000 OP
 Branch/Plant 91169

TO: INSITE AMENITIES
 9176 HYDE RD
 FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/16/2015 Freight
 Requested 04/17/2015 Taken By S SUMMERS
 Delivery PER J STUART REQ # 45060 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Hinojosa Park	1.000	2,190.0000	EA	2,190.00	04/17/2015
Provide and install irrig.					
Hinojosa Park	1.000	4,500.0000	EA	4,500.00	04/17/2015
Provide and Install fine grade					
Hinojosa Park	1.000	4,615.0000	EA	4,615.00	04/17/2015
Pmt. & Perf. Bonds					
				Total Order	

Terms NET 30 115,322.00



PURCHASE ORDER

Page -
Date - 02/19/2015
Order Number 90500019 000 OP
Branch/Plant 91169

TO: INSITE AMENITIES
9176 HYDE RD
FORT WORTH Texas 76179

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/16/2015 Freight
Requested 04/17/2015 Taken By S SUMMERS
Delivery PER J STUART REQ # 45060 BUYBOARD CONTRACT 423-13

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- \$1,000,000 • General Aggregate • Contractual Liability • Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-\$500,000 Automotive Liability-Any Auto- \$1,000,000
City of Lubbock is 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 coverage. Copies of endorsements required.	
The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.	
The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better. The bonds must be in a form acceptable to the City attorney and must be dated the same date that the contract was awarded.	

This purchase order encumbers funds in the amount of \$115,322 awarded InSite Amenities of Fort Worth, TX on March 12, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation Number 729 dated February 9, 2015 Insite Amenities of Fort Worth, TX and Texas BuyBoard Contract 423-13. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	729

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavilion Hinojosa

Item	Description	Qty	Rate	Total
WSL28X28TGSS	HINOJOSA PARK - Polygon 28' x 28' Western Skyline shelter with pinned baseplate style, tongue & groove roof deck and standing seam metal roof in standard color, 10:12 pitch, internal electrical access, Poli-5000 factory epoxy prime/powdercoat frame finish in standard color	1	42,860.00	42,860.00
DISCOUNT	HINOJOSA PARK - 5% BuyBoard discount off of shelter		-2,143.00	-2,143.00
ENGINEERING	HINOJOSA PARK - Sealed engineered drawings for shelter (split fee)	1	125.00	125.00
SHIPPING & HANDLING	HINOJOSA PARK - Shipping to Lubbock, TX (split for combined shipment)	1	2,500.00	2,500.00
SLAB ENGINEERING	HINOJOSA PARK - Sealed engineered drawings for structural slab with integral footings for column anchors	1	500.00	500.00
TEMPORARY FACILITIES	HINOJOSA PARK - Provide concrete washout with sign, storage fencing, Port-O-Let, dumpster	1	2,550.00	2,550.00
DEMO	HINOJOSA PARK - Remove existing furnishings/fixtures and return to owner	1	950.00	950.00
DEMO	HINOJOSA PARK - Demolish and haul off existing pavilion, pavilion pad, sidewalks	1	11,785.00	11,785.00
INSTALL	HINOJOSA PARK - Grading and pad benching	1	1,200.00	1,200.00
INSTALL	HINOJOSA PARK - Engineered concrete slab	1	8,930.00	8,930.00
INSTALL	HINOJOSA PARK - Install WSL shelter	1	22,450.00	22,450.00
INSTALL	HINOJOSA PARK - Trench and pvc for electric	1	500.00	500.00
INSTALL	HINOJOSA PARK - Provide and install electric materials and labor	1	3,860.00	3,860.00
		Subtotal		
		Sales Tax (6.25%)		
This quote is valid for 60 days.		Total		

Signature _____ Date _____

By signing you agree to our terms.

INSITE AMENITIES

9176 Hyde Road
Ft. Worth, TX 76179

ph 817-236-5439
fax 817-236-8350

Quotation

Original Quote Date	Quotation #
2/9/2015	729

Name / Address	Customer Contact	Customer Phone
Lubbock PARD P.O. Box 2000 Lubbock, TX 79457	Jeff Stuart	806-775-2666
		Customer Fax
		806-775-2686

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Park Pavilion Hinojosa

Item	Description	Qty	Rate	Total
INSTALL	HINOJOSA PARK - Provide and install grill (embed mount)	1	1,100.00	1,100.00
INSTALL	HINOJOSA PARK - Provide and install concrete sidewalk	1	850.00	850.00
INSTALL	HINOJOSA PARK - Provide and install tables	4	1,500.00	6,000.00
INSTALL	HINOJOSA PARK - Provide and install irrigation renovations including materials and labor	1	2,190.00	2,190.00
INSTALL	HINOJOSA PARK - Provide and install fine grading including trench & rut repair, sod, joint sealing & cleanup	1	4,500.00	4,500.00
BOND FEES	Payment and Performance Bonds by InSite Amenities to City of Lubbock for full contract amount		4,615.00	4,615.00
BBCOMGROUP	BuyBoard Commodity Group # 423-13, Parks & Recreation & Field Lighting Products & Installation			
		Subtotal		\$115,322.00
		Sales Tax (6.25%)		\$0.00
This quote is valid for 60 days.		Total		\$115,322.00

Signature _____ Date _____

By signing you agree to our terms.

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 12, 2015**

Capital Project Number: 91169
 Capital Project Name: Park Pavilions

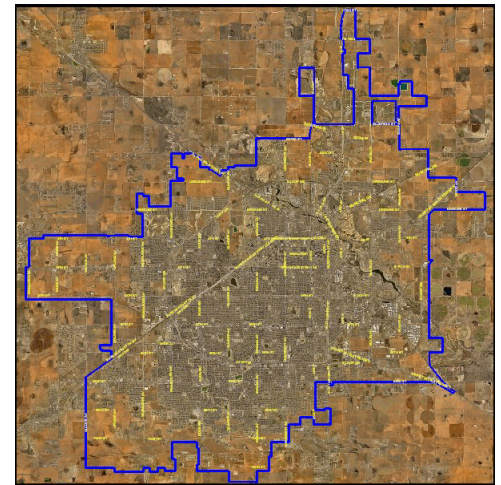
	Budget
<i>Encumbered/Expended</i>	
InSite Amenities - 8 Park Pavilions	\$ 528,808
J R's Landscape & Sprinkler Systems - Concrete Flatwork	120,000
City of Lubbock Staff Time	26,763
Miscellaneous Expenses	18,933
InSite Amenities - 3 Park Structures	377,386
<i>Agenda Item Item March 12, 2015</i>	
InSite Amenities, Ratliff & Smith Parks	255,394
InSite Amenities, Hinojosa Park	115,322
<i>Encumbered/Expended To Date</i>	1,442,606
<i>Estimated Costs for Remaining Appropriation</i>	
Park Pavilions	403,682
<i>Remaining Appropriation</i>	403,682
Total Appropriation	\$ 1,846,287

Managing Department **Parks and Recreation**

Project Manager **Jeffrey Stuart**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Construct open-air park pavilions for McCullough and Hinojosa Parks in FY 2014-15; Guy and Davis Parks in 2015-16; Dunbar Historic and Davies Parks in 2016-17; Conquistador Lake (Lake #1) and Rodgers Parks in 2017-18; Roy Furr and Hoel Parks in 2018-19; Overton and Chapman Parks in; 2019-20 Washington and Canyon Rim Parks in 2020-21; Neugebauer and Berry Parks in 2021-22; Mackenzie Parks as funding allows in future years.

Project Justification

The project responds to the second highest priority established in the City of Lubbock Parks Recreation and Open Space Master Plan 2011 in the Five Year Action Plan. The Five Year Action Plan responds to the priorities established in the Needs Assessment for the City and individual zones. The neighborhood associations adjacent to these parks have supported this project. The redevelopment is a high priority of the Parks and Recreation and Open Space Master Plan.

Project History

This project will provide large picnic pavilions with picnic tables and grills. The open air structures will be constructed of low maintenance materials such as steel with metal roofs. The project scope also includes concrete walks to meet ADA requirement for access, site preparation, irrigation and security lighting to meet the health, safety and welfare needs. The following parks have been completed: Cooke, Duran, Lopez, Reagan, Ribble, Sims, Strong, Underwood, Burns, Miller, Wagner, Smith, and Ratliff Parks.

\$200,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.

\$200,000 was appropriated in the FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.

\$200,000 was appropriated in the FY 2007-08 budget, Ord. No. 2007-00091, September 13, 2007.

\$214,000 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

\$291,950 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

\$357,651 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$382,686 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	1,359,404	354,368	379,173	436,262	468,807	501,352	536,737	4,036,103
Construction Management Support	29,768	8,036	8,599	9,201	9,845	10,534	11,271	87,254
Design and Engineering	74,429	20,282	21,702	23,221	24,846	26,586	28,447	219,513
Total Project Appropriation	1,463,601	382,686	409,474	468,684	503,498	538,472	576,455	4,342,870



Regular City Council Meeting

5. 14.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 12202 and all related documents for meal services for senior citizen centers with The Bridge of Lubbock for RFP 15-12202-SS.

Item Summary

This contract establishes food services for the Senior Meal Program providing approximately 31,500 hot lunches annually to senior citizens of Lubbock. Meals are served five days each week at five locations. This program provides a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served for seniors age 60 or older. Monetary donations are accepted from those individuals who utilize meal services. The recommended donation is three dollars per meal for those citizens age 60 or older. Those under age 60 are required to pay five dollars per meal.

Evaluation factors published in the RFP include Facilities (25%), Adequate Staffing and Means of Transport (20%), Roles and Responsibilities (15%), References (10%) and Cost (30%). The following contractors submitted proposals and were evaluated:

Amount Cost/Meal

The Bridge of Lubbock, Inc. \$133,875/ \$4.25 per meal.

Fiscal Impact

A total of \$139,862 was appropriated in Project Number 84012 (Program for Aging) for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution & Contract - The Bridge of Lubbock

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12202 for meal services for senior citizens per RFP 15-12202-SS, by and between the City of Lubbock and The Bridge of Lubbock, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Bridge of Lubbock Meals 2.24.15
2.24.15

FOOD SERVICE CONTRACT

This contract, (the "Contract"), effective as of March 12, 2015, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and The Bridge of Lubbock, (the "Contractor") whose principal place of business is 1301 Redbud Ave, Lubbock, TX 79408.

WITNESSETH

WHEREAS, the City requires a contractor to procure and prepare catered meals for the Lubbock Senior Citizen Meal Program Monday through Friday, with the exception of City-observed holidays; and

WHEREAS, the Contractor is a qualified food service contractor; and

WHEREAS, the City desires to contract with Contractor to furnish the midday meal for the Lubbock Senior Citizen Meal Program, which is offered at five senior centers; and

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

**ARTICLE I
TERMS OF CONTRACT**

The term of this Contract shall be a period of one year, commencing on March 12, 2015. The City and the Contractor may, upon written mutual consent, extend the contract two additional one-year periods. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous twelve-months at the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Such price negotiations shall be completed in writing a minimum of ninety (90) days before the expiration of said Contract.

**ARTICLE II
COMPENSATION**

Contractor shall be paid in accordance with Exhibit A, attached hereto, and made a part of this Contract.

**ARTICLE III
TERMINATION**

- A. **Termination Without Cause** - Either party may terminate this Contract at any time upon ninety (90) days' prior written notice to the other of the intention to terminate this Contract.
- B. **Termination For Cause** - In the event either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. In the event the Cause is remedied within ten (10) days in the case of failure to make payment when due or ninety (90) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, this Agreement shall terminate upon the expiration of such remedy period. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

- A. **Existence** - Contractor is in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.
- B. **Power** - Contractor has the power to enter into and perform this Contract and all other activities contemplated hereby.
- C. **Authorization** - Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by the Contractor. This Contract constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.
- D. **Contractor** - Contractor maintains a professional staff and employs, as needed, other qualified specialists experienced in furnishing meals, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.
- E. **Performance** - Contractor will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner and comply with all laws, rules, and regulations, both state and federal, relating to furnishing meals, as contemplated hereby. If any of the activities of the Contractor, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the party of the City, it shall be deemed that the Contractor did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

**ARTICLE V
SCOPE OF WORK**

- A. **General** - Contractor shall furnish a midday meal Monday through Friday throughout the year except on designated holidays, as requested by City, for the Lubbock Senior Citizens Meal Program. The Contractor is responsible for cooking and transporting the meals to the five City of Lubbock senior centers. Contractor is not required to serve the meal after delivery of the meals at each site.

City shall be responsible for serving at the five sites: Homestead Senior Program, Lubbock Senior Center, Rawlings Community Center, Simmons Community Center and Trejo Supercenter. The Contractor will be responsible for picking up the Contractor's serving pans on the next delivery day from the five sites to be cleaned by the Contractor. Three complete sets of pans will be used on a rotating basis so that a separate trip to pick up the pans will not be necessary. City will notify Contractor by 3:00 p.m. each day how many meals for each location are required for the following day.

The Contractor shall maintain food service, preparation, and storage areas in a sanitary condition at all times, employ and train food service employees for said facility, use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the facilities operation at a high standard, do all buying and record-keeping, including payrolls.

C. **Meal Schedule** - Lunch shall be from 12:00 Noon to 1:00 p.m. or as set by the City. The midday meal shall be provided Monday through Friday, with the exception of designated holidays. Contractor will have meals ready no later than 10:00 a.m. to insure timely delivery to the five senior centers.

D. **Food and Quality Standards**

1. All foods shall be prepared from Standardized Menus and Recipes as provided to the Contractor from the City to ensure consistent quality and to meet grant requirements. These requirements ensure the provision of safe and nutritious meals that comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (DHHS). These menus and recipes provide to each eligible individual a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served. The Standardized Menus and Recipes have been received by the City from the South Plains Association of Governments (SPAG) and have been approved by the Licensed Dietitian for the South Plains Area Agency on Aging.
2. Meals shall consist of the specified menu quantities from the SPAG approved menu. No substitutions are allowed.
3. Contractor shall provide disposable eating utensils and service ware including plates, bowls (for soups and stews as needed) and plastic service ware to include forks, spoons and knives (as needed). "Sporks" and other fork/spoon combinations shall not be allowed.
4. Contractor shall provide condiments and salad dressings suitable for elderly consumers and as specified by the SPAG menus and recipes where applicable.
5. Contractor shall ensure that meals are at the proper temperature when loaded into transport to the five senior and upon arrival at each site. Hot food shall be at least 135 degrees Fahrenheit or higher, cold food at least 41 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Proper transport equipment shall be used to maintain the necessary holding temperatures.
6. Food used in the preparation of meals shall meet the following minimum standards.
 - a. Canned fruits shall be USDA Grade A or Fancy.
 - b. Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.
 - c. Eggs and dairy products shall be USDA Grade A or better.
 - d. Pork shall be No. 1 and tender with a minimum of fat.
 - e. Poultry shall be USDA Grade A.

- f. Ground beef shall be lean USDA Grade Utility or better.
 - g. One ½ pint of low fat milk shall be served with each meal.
 - h. No salt or pepper shall be added to the food during preparation unless otherwise noted in the approved recipe. Iodized salt shall be available and black pepper for seasoning during food consumption. Seasonings in addition to those listed in the approved recipes shall be approved by the SPAG Licensed Dietitian.
 - i. Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.
7. Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Specifications to certify the above mentioned minimum quality standards shall be on file in Contractor's kitchen for review by City. The City shall work with the Contractor to provide feedback on issues related to patrons' response to the meals. Contractor shall do a minimum of one test tray per center during the contract period. The results of these tests should be submitted to the City by the 1st working day of the next month.
- E. **Inspection** - City may inspect the food service facilities, at any time, to determine compliance with this Contract. City may, at the Contractor's expense, have food analyzed at a laboratory to determine compliance with specifications. In the event food analyzed is determined to be in compliance with specifications the City shall reimburse Contractor for the laboratory expenses.
- F. **Menu**
- a. Standardized Weekly Menus and Recipes will be provided to the Contractor by the City to meet *a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences for individuals aged 60 or above.*
 - b. Each monthly calendar menu cycle shall be submitted to the Contractor by the City not less than fifteen days (15) days prior to implementation. Any issues the Contractor may have with the menus should be discussed with the City upon receipt of the monthly menu schedule.
 - c. All meals shall be served as planned. No individual item substitutions are allowed by SPAG.
- G. **Reports** - Contractor shall submit a quarterly self-assessment report to City. The self-assessment report form shall address the following: consumer satisfaction, condition of equipment, meal shortages, and deficiencies from previous reports, temperature or quality refusals of food and any other information requested by City.

**ARTICLE VI
CONTRACTOR COVENANTS**

- A. To conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance;
- B. To guarantee the quality, safety and wholesomeness of all food served notwithstanding any inspections or supervision by the City of Lubbock Health Department. All food service areas regardless of use shall at all times be accessible and subject to inspection by the City. Said persons may sample any food served for any meal. Food determined to be unsatisfactory shall not be served.
- C. To provide any equipment, vehicles, labor, and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment, vehicles, and the availability, presences and supervision of his employees.
- D. To agree not to use any subcontractor to fulfill any items or conditions of the contract without prior written consent of the City.
- E. To maintain in a condition satisfactory to the City and to adhere to the highest standards of cleanliness practices to ensure continuous sanitation in all functions and matters related to the food service program.
- F. To obtain a City of Lubbock Health Department Food permit and keep at least one person on site at all times with a current food handling certification.
- G. To wash, rinse, and sanitize all pots, pans, dishes, utensils, and other service equipment in accordance with the City of Lubbock Health Department regulations.
- H. To maintain all food service equipment, carts, surfaces, storage areas, and all other areas associated with food service in a manner and conditions of sanitation permissible under the regulations of the City Health Department.
- I. To be responsible for the repair and replacement of any damages to public or private property during the term of the contract and caused by the Contractor or the Contractor's representative.
- J. To employ, train, and supervise all employees and management, as necessary to efficiently perform the foregoing services and functions.

**ARTICLE VII
CITY COVENANTS**

- A. City shall be responsible for serving all meals to its patrons.
- B. The Contractor shall be responsible for delivering the meals to the five sites: Homestead Senior Program, Rawlings Community Center, Simmons Community Center and Trejo Supercenter; and for picking up serving pans for cleaning. Three complete sets of pans will be used on a rotating basis so that a separate trip to pick up the pans will not be necessary. At the beginning of the contract, the City may provide additional pan to the Contractor if needed. At the termination of the contract, the same number of pans provided will be returned to the City by the Contractor.
- C. City will fax the Contractor by 3:00 p.m. each day how many meals are required for each location for the following serving day.

**ARTICLE VIII
INSURANCE**

- A. **General** - Contractor shall procure and carry, at its sole cost and expense through the life of this Contract insurance protection hereinafter specified, in form and substance satisfactory to the City. City must approve all policies prior to the commencement of any activities whether performed by the Contractor, subcontractor, agents, or third parties. The insurance carrier must be an insurance company authorized to transact business in the State of Texas and have a Best's Financial rating of A:VII. A Certificate of Insurance specifying each and all coverage shall be submitted to City prior to the execution of this Contract. Written notice of cancellation or will be provided thirty (30) days in advance of cancellation.
- B. **Required Coverage** - Contractor shall obtain and maintain policies of insurance throughout the Contract term in limits specified below.

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

Employer's Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee shall also be obtained and maintained throughout the term of this Contract.

2. **General Liability:**
Contractor's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$500,000 each occurrence and in the aggregate and shall include the following: Bodily Injury and Property Damage; Broad Form Contractual Liability; Personal Injury and Advertising Injury; Fire legal liability; and Products and completed operations.
3. **Any Automobile Liability:**
Contractor's insurance shall contain a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following: Bodily injury and property damage; and any and all vehicles owned, used or hired.
4. **Other Insurance Requirements:**
Contractor's general liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

- C. **Cooperation on Claims** - City agrees to provide immediate written notice to Contractor of all losses or claims for which it will seek indemnity from Contractor under this agreement. City agrees not to incur any cost or expense without the approval of Contractor and further agrees to fully cooperate with Contractor in the investigation, defense and settlement of such claims.
- D. **City Approved Subcontractors** - The Contractor shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to Contractor, prior to such person performing any such activities, a Certificate of Insurance establishing such coverage.

ARTICLE IX INDEMNITY

To the extent allowable by the laws of the State of Texas, Contractor and City shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorney's fees and court costs which may arise because of the negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Contract. The obligations in this section are intended to be within the limits of liability found in the Texas Tort Claims Act. This clause shall survive termination of the Contract.

**ARTICLE X
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.

**ARTICLE XI
EMPLOYMENT OF AGENTS**

Contractor may employ or retain agents, consultants, contractors, or third parties, to perform certain duties of Contractor under this Contract provided that Contractor is in no event relieved of any obligation under this Contract. Any such agents, contractors, or third parties retained and/or employed by Contractor shall be required to carry, for the protection and benefit of the City and Contractor and naming said third parties as additional insured, insurance as described in Article VI Insurance of this Contract.

**ARTICLE XII
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 XIII
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 XIV
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 be given by (1) actual delivery of the written notice to the other party by hand, (2) 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 on the third business day after such notice is so deposited.
- B. **Contractor's Address** - Contractor's address and numbers for the purpose of notice are:

Name:
Attn:
Address: 1301 Reelwood Ave. Lubbock, Tx 79408
City, State, Zip: P.O. Box 667
Telephone: 806-687-0772
Facsimile: 806-993-8383

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

City of Lubbock
Attn: Purchasing and Contract Management
P.O. Box 2000
1625 13th Street, Room 206
Lubbock, TX 79457
Telephone: (806) 775-2171
Facsimile: (806) 775-2164

With Copy To:

City of Lubbock
Attn: Nancy Neill
P.O. Box 2000
1611 105^h Street
Lubbock, TX 79457
Telephone: (806) 775-2685
Facsimile: (806) 775-2686

D. 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.

ARTICLE XV PURCHASING/INVENTORY

The Bridge of Lubbock shall purchase and pay for all food, supplies and services utilized for the food services to be provided by the Bridge of Lubbock under this Contract.

ARTICLE XVI 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. The City Right to Audit - 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.
- C. Records - Contractor shall maintain records that are necessary to substantiate the services provided by the Contractor.

- D. **Assignability** - This Agreement may not be assigned by either party without the written consent of the other party, except that Contractor may, without prior approval and without exoneration of any of its responsibilities, assign this Agreement to any affiliate or wholly-owned subsidiary.
- E. **Non-Appropriation** - All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- F. **Successor and Assigns** - This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.
- G. **Construction and Venue** - THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO HEREBY 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.
- H. **Severability** - If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.
- I. **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.
- J. **Entire Agreement** - This Contract, including Exhibits A and B, 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.
- K. **Public Information** - This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.
- L. **No Personal Liability** - Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.
- M. **No Joint Enterprise** - This Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

- N. **Sovereign Immunity Acknowledged and Retained** - THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.
- O. **Non-Arbitration** - The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

(CONTRACTOR):

GLEN S. ROBERTSON, MAYOR

Signature

ATTEST:

Rebecca Garza, City Secretary

Printed Name

APPROVED AS TO CONTENT:

Bridget Faulkenberry
Director, Parks and Recreation

Address

APPROVED AS TO FORM:

Laura Pratt
Assistant City Attorney

COMPENSATION

Contractor shall provide an estimated 31,500 meals during the term of the Contract for:

\$ 4.25 per meal including delivery _____

- A. **Billing** - No later than fifteen (15) days after the end of each Accounting period, Contractor shall submit to City an invoice for amounts due. City shall pay the invoiced amount within thirty (30) days after the invoice date and shall pay interest on any amount not paid when due at the rate of one and one-half percent (1.5%) each month from due date until paid.
- B. **Accounting Periods** - "Accounting Periods" shall be designated by the Contractor as either two consecutive calendar weeks or twenty-six (26) accounting periods or as two times per month or twenty-four (24) accounting periods or as one time per month or twelve (12) accounting periods..

OFFICIAL CITY HOLIDAYS

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve
- Christmas Day

II. GENERAL REQUIREMENTS

1 INTENT

- 1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from a private company, corporation or individual, (hereinafter called "Contractor") to furnish the hot midday meal (lunch) Monday through Friday throughout the year, except for City-observed holidays, for the Senior Citizen's Meals program. The Contractor is responsible for cooking the meals at their facility and transporting the meals to the five senior centers. Contractor is not required to serve the meal after delivery of the meals at each site.
- 1.2 The intent of this request is to furnish hot meals that meet 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served to people ages 60 or older using recipes and servings as supplied to the Contractor for the five senior centers participating in the Senior Citizen's Meals program.

2 SCOPE OF WORK

- 2.1 Offeror must submit a proposal for providing for the procurement, preparation and delivery of a hot midday meal (lunch) five days a week for five senior centers. (*Serving approximately 125 meals daily to five centers or approximately 31,500 per year*)
- 2.1.1 Senior Center addresses and approximate meals per day. Meals per day are ONLY an approximate number and can be impacted by weather conditions, seasons, holidays, and special events, etc.
- Homestead Senior Program, 5401 56th Street
Approximate Meals/Daily: 15
 - Rawlings Community Center, 213 40th Street
Approximate Meals/Daily: 11
 - Mae Simmons Senior Center, 2004 Oak Avenue
Approximate Meals/Daily: 19
 - Lubbock Senior Center, 2001 19th Street
Approximate Meals/Daily: 62
 - Maggie Trejo Supercenter, 3200 Amherst
Approximate Meals/Daily: 18

2.2 The Contractor is responsible for cooking the midday meals at their facility for the five City of Lubbock senior lunch sites and shall be responsible for delivering the meals to the five sites:

1. Homestead Senior Program
2. Lubbock Senior Center
3. Rawlings Community Center
4. Simmons Senior Center
5. Trejo Supercenter

The Contractor is responsible for picking up serving pans upon the next serving day for cleaning. Several sets of pans will be used on a rotating basis so that a separate trip to pick up the pans will not be necessary.

The City will notify Contractor by 3:00 p.m. each day how many meals for each location are required for the following day.

The Contractor shall maintain food service, preparation, and storage areas in a sanitary condition at all times. The Contractor shall maintain the delivery vehicle(s) in good working order at all times. The Contractor will employ and train food service employees for said facility and use standard food cost control methods, furnish supervisory personnel in setting up and maintaining the facilities operation at a high standard. The Contractor will do all buying and record-keeping, including payrolls.

Lunch shall be from 12:00 p.m. to 1:00 p.m. The midday meal shall be provided Monday through Friday, with the exception of designated City holidays. Contractor will have meals ready at an agreed upon time but no later than 10:00 a.m. to ensure timely delivery to the five senior centers.

2.3 Food and Quality Standards

2.3.2 All foods shall be prepared from Standardized Menus and Recipes as provided to the Contractor from the City to ensure consistent quality and to meet grant requirements. These requirements ensure the provision of safe and nutritious meals that comply with the most recent Dietary Guidelines for Americans (DGA) jointly issued and updated every five years by the United States Department of Agriculture (USDA) and Health and Human Services (DHHS). These menus and recipes provide to each eligible individual a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences where one meal per day is served. The Standardized Menus and Recipes have been received by the City from the South Plains Association of Governments (SPAG) and have been approved by the Licensed Dietitian for the South Plains Area Agency on Aging.

2.3.3 Meals shall consist of the specified menu quantities from the SPAG approved menu. No substitutions are allowed.

2.3.4 Contractor shall provide disposable eating utensils and service ware including plates, bowls (for soups and stews as needed) and plastic service ware to include

forks, spoons and knives (as needed). "Sporks" and other fork/spoon combinations shall not be allowed.

2.3.5 Contractor shall provide condiments and salad dressings suitable for elderly consumers and as specified by the SPAG menus and recipes where applicable.

2.3.6 Contractor shall ensure that meals are at the proper temperature when loaded into transport to the five senior and upon arrival at each site. Hot food shall be at least 135 degrees Fahrenheit or higher, cold food at least 41 degrees Fahrenheit or lower and frozen food is to be at 32 degrees Fahrenheit or lower. Proper transport equipment shall be used to maintain the necessary holding temperatures.

2.3.7 Food used in the preparation of meals shall meet the following minimum standards.

2.3.7.1 Canned fruits shall be USDA Grade A or Fancy.

2.3.7.2 Fresh fruit and vegetables shall be U.S. Fancy, U.S. No. 1 or better.

2.3.7.3 Eggs and dairy products shall be USDA Grade A or better.

2.3.7.4 Pork shall be No. 1 and tender with a minimum of fat.

2.3.7.5 Poultry shall be USDA Grade A.

2.3.7.6 Ground beef shall be lean USDA Grade Utility or better

2.3.7.7 No salt or pepper shall be added to the food during preparation unless specified in the recipe. Iodized salt shall be available and black pepper for seasoning during food consumption. Seasonings in addition to those listed in the approved recipes shall be approved by the SPAG Licensed Dietitian.

2.3.7.8 Contractor shall preserve the nutritional value and safety of food when purchasing, receiving, preparing and delivering to the designated sites.

2.3.8 Contractor shall ensure that the overall appearance of the meals must meet or exceed commercial food service standards, including the food's color, odor and taste. Specifications to certify the above mentioned minimum quality standards shall be on file in Contractor's kitchen for review by City. The City shall work with the Contractor to provide feedback on issues related to patrons' response to the meals. Contractor shall do a minimum of one test tray per center during the contract period. The results of these tests should be submitted to the City by the 1st working day of the next month.

2.4 The City may inspect the food service facilities and delivery vehicles, at any time, to determine compliance with this Contract. The City may, at the Contractor's expense, have food analyzed at a laboratory to determine compliance with specifications. In the event food analyzed is determined to be in compliance with specifications the City shall reimburse Contractor for the laboratory expenses.

2.5 Menu

2.5.1 Standardized Weekly Menus and Recipes will be provided to the Contractor by the City to meet *a minimum of 33 1/3% of the Dietary Reference Index established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences for individuals aged 60 or above.*

2.5.2 Each monthly calendar menu cycle shall be submitted to the Contractor by the City not less than fifteen days (15) days prior to implementation. Any issues the Contractor may have with the menus should be discussed with the City upon receipt of the monthly menu schedule.

2.5.3 All meals shall be served as planned. No individual item substitutions are allowed by SPAG.

2.6 The Contractor will be responsible for preparation of all food items according to the recipes and standards provided by the City and will provide all personnel necessary for the complete operation of the food service operations and delivery of meals to the five senior sites.

2.7 The Contractor will be required to notify a City representative if any complications arise in the facility or the equipment.

3 **OFFEROR INFORMATION**

3.1 The Offeror shall submit the following information with their proposal:

3.1.1 Name and address of operating company or individual.

3.1.2 Experience in food service operations.

3.1.3 A minimum of three business references including names, addresses, and telephone numbers. Do not use the City of Lubbock or its employees as a reference.

3.1.4 Description of the types and amounts of insurance to be carried by the Contractor.

3.1.5 Description of proposed hours of operation Monday through Friday.

3.1.6 Other information relevant to Offeror's experience and capabilities in procurement and meal preparations in a food service operation.

4 **INSPECTION OF PREMISES**

4.1 Inspection of Food: The Contractor guarantees the quality, safety and wholesomeness of all food served not withstanding any inspections or supervision by the City of Lubbock Health Department.

4.2 Inspection of Preparation and Serving Areas: All food service areas regardless of use, shall at all times be accessible and subject to inspection by the City. Said persons may sample any food served for any meal. Food determined to be unsatisfactory shall not be served.

- 5.1 The Contractor shall provide any utensils, serving trays, pots and pans, equipment, labor, fuel, and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment and the availability, presences and supervision of his employees.

5 METHOD OF OPERATION

- 5.1 The Contractor's personnel shall conduct all operations described in these specifications and the expense of all such operations shall be the Contractor's.
 - 5.1.1 The Contractor shall provide the preparation site and any equipment, labor, fuel and any other materials not provided by the City necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his own equipment and facility, and the availability, presence and supervision of his employees.
 - 5.1.2 There shall be no subcontractor used by the Contractor to fulfill any items or conditions of the Contract without prior written consent of the City.

6 EQUIPMENT AND FACILITY MAINTENANCE AND SANITATION

- 6.1 The premises, equipment and facilities shall be maintained by the Contractor in a condition satisfactory to the City and shall adhere to the highest standards of cleanliness and sanitary practices to ensure continuous sanitation in all functions and matters related to the food service program.
- 6.2 The Contractor will ensure that their facility does not have problems of insect and pest control in all food service, production, and storage areas.

All pots, pans, dishes, utensils, and other service equipment shall be washed, rinsed, and sanitized in accordance with the City of Lubbock Health Department regulations.

All food service equipment, carts, surfaces, storage areas, and all other areas associated with food service shall be maintained by the Contractor in a manner and condition of sanitation permissible under the regulations of the City Health Department.

The Contractor is to provide a monthly sanitation report in accordance with the City of Lubbock's Health Department regulations, due on the first business day of each month, to the City, outlining the condition and sanitation level of all major food service equipment.

7 RECORDS

- 7.1 Contractor shall keep complete and adequate records satisfactory to the City with regard to preparation and food quality as it relates to the adherence to the Food and Quality Standards as outlined for this program.

8 CONTRACTOR PERSONNEL

- 8.1 Contractor shall employ, train, and supervise all employees and management, as necessary to efficiently perform the foregoing services and functions.
- 8.2 Contractor will provide an adequate number of personnel in their facility to properly service this program Monday through Friday, except City holidays.

9 INSURANCE

- 9.1 The proposer selected shall be required to provide and maintain in force insurance in limits no less than stated below. The City reserves the rights to require higher limits should it deem it in the best interest of the public.

General Liability Insurance	\$ 500,000
Workers Compensation	\$ 500,000
Automotive Liability	\$ 500,000

Upon award of the Contract to the successful offeror, shall submit a Certificate of insurance naming the City as additional insured on the General Liability Insurance and Auto Liability Insurance policies. All policies shall be endorsed to include a waiver of subrogation in favor of the City.

10 MISCELLANEOUS

- 10.1 By Acceptance of the Contract, the successful Contractor shall warrant that he is familiar with and understands all provisions herein and shall warrant that he shall comply with them.
- 10.2 A failure to adhere to the general provisions of the Contract by the Contractor shall be deemed a material breach.
- 10.3 The City and the Contractor each binds himself or herself, his or her successors, assigns and legal representative to the other party hereto, in respect of all covenants, agreements and obligations contained in the Contract Documents.

11 TERMS

- 11.1 Term of this Contract shall be a period of one year, The City and the Vendor may upon written mutual consent, extend the contract two additional one year periods.

12 EVALUATION CRITERIA

- 12.1 Adequate kitchen facility (25%)
- 12.2 Adequate staff and vehicles for meal delivery (20%)
- 12.3 Roles and responsibilities of staff members accountable for the contract (15%)
- 12.4 References (10%)
- 12.5 Cost (30%)

13 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- c) If the proposal included any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
- e) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

14 FORMS

- a) SPAG Approved Weekly Meals
- b) Nutrition
- c) SPAG Sample of Recipes

FORM A

SPAG APPROVED WEEKLY MEALS

	Monday	Tuesday	Wednesday	Thursday	Friday
Meat or Alternate 3 oz. Cooked Edible Portion	Chicken Tenders w/Gravy	Macaroni/Beef/Tom	Pork Chop	Spaghetti w/Meat Sauce	Tilapia w/Lemon Slice
Vegetable ½ Cup Serving	Garlic Mashed Potatoes	Tomatoes (in entrée)	Black-eyed Peas	Italian Vegetables	Whole Kernel Corn
Vegetable ½ Cup Serving	Turnip Greens 2/3 cup	Lima Beans	Spinach	Broccoli	Cole Slaw
Bread or Alternate One Serving	Wheat Roll	Wheat Roll	Corbread	Garlic Toast	Hushpuppies
Dessert ½ Cup	Mandarin Oranges	Fruit & Oatmeal Bar	Baked Apple	Autumn Jello	Cherry Crisp
Milk ½ Pint	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
Beverage (Optional)	Tea w/Lemon	Tea w/Lemon	Tea w/Lemon	Tea w/Lemon	Tea w/Lemon

*Note: This menu set is approved for the entire week. You may rearrange the order, but no other changes are permitted. Example: You may serve Monday on Friday or Friday on Tuesday, etc.

FORM B

NUTRITION

CHEESBURGER MEAL

- Cheeseburger on Bun
- Potato Wedges
- Tomato Wedge Salad
- Melon Medley
- Low Fat Milk or Yogurt

Calories:	618
Protein:	46 g
Fiber:	7 g
Total Fat:	19 g
Calcium:	549 mg
Potassium:	1,778 mg
Sodium:	861 mg
Vit A:	447 RE
Vit C:	54 mg

* This meal is compliant with DRIs and DGA Guidelines

FORM C

SPAG SAMPLE OF RECIPES

CHEESEBURGER ON BUN

Serving size: 3 oz on 1 bun
 Recipe yield: 5, 10 and 25 servings

<u>5 servings</u>	<u>10 servings</u>	<u>25 servings</u>	
5 each	10 each	25 each	Beef patties, raw frozen
5 each	10 each	25 each	Buns, hamburger (1.5 oz), whole wheat
5 oz	10 oz	25 oz	Cheese, cheddar (1 oz slices)

GRILL: Cook frozen burgers on a flat top preheated grill at 350 degrees F for 2 ½ minutes on each side until done and the end product temperature reaches 155 degrees F for 15 seconds. **OVEN:** Bake the frozen burgers at 350 degrees F 12-15 minutes to a final product temperature of 155 degrees or higher for at least 15 seconds. Top with 1 oz of cheese and continue to heat until cheese is melted. Serve on a bun.

Nutrient Information/Serving:

Calories: 355	Protein: 33 g	Fiber: 3g	Calcium: 204 mg
Total Fat: 15g	Sodium: 538 mg	Potassium: 561 mg	Vit A: --- Vit C: ---

POTATO WEDGES

Serving size: ½ cup
 Recipe yield: 10, 50, 75 AND 100 servings

<u>10 servings</u>	<u>50 servings</u>	<u>75 servings</u>	<u>100 servings</u>	
2 lb	10 lb	15 lb	20 lb	Potato, tater wedge, frozen
5/8 tsp	1 Tbsp	1 ½ Tbsp	2 Tbsp	Salt, iodized

1. Lay potato wedges in a single layer on a sheet pan and season with salt.
2. Bake in oven at 375 degree F for 25 minutes, or until golden brown.
3. Serve at or above 140 degrees F.

Nutrient Information/Serving:

Calories: 112	Protein: 2 g	Fiber: 2 g	Calcium: 14 mg
Total Fat: 2 g	Sodium: 190 mg	Potassium: 358 mg	Vit A: ---
Vit C: 10 mg			



Regular City Council Meeting

5. 15.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Library: Consider a resolution authorizing the Mayor to execute an contract 12254 with the Texas State Library and Archives Commission Interlibrary Loan Participation program.

Item Summary

The Texas State Library and Archives Commission will reimburse the City of Lubbock for Interlibrary Loan services provided to residents of the State of Texas. The City will be eligible for amounts based on a formula that will consider the number of lends provided to Texas public libraries using the Navigator system and the available funding. This fiscal year, it is anticipated that there will be funding to cover at least \$4.48 per lend, up to the amount of a library's documented, actual participation expenditures. Reimbursements will not exceed actual amounts expended. The library will report all costs associated with the program should there be additional funds available.

Fiscal Impact

None.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

[Resolution & Contract - Texas State Library Archives Commission](#)

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 Interlibrary Loan Reimbursement Program Participation Agreement by and between the City of Lubbock and the Texas State Library and Archives Commission for funding an FY2015 Interlibrary Loan Lending Reimbursement Program for the reimbursement of actual, direct costs associated with participating in the statewide library resource sharing program, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - TSLAC ILL Participation Agmt 2.24.15
2.24.15

FY2015 Interlibrary Loan Lending Reimbursement Program Texas State Library and Archive Commission

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program in order to assure Texans will have access to shared library resources to meet learning and informational needs. The Interlibrary Loan Lending Reimbursement Program helps support libraries with reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing.

The goal of the reimbursement program is to support and encourage libraries in statewide resource sharing endeavors by reimbursing direct costs associated with participation.

The reimbursements are sub awards (or pass through awards) of the Grants to States programs from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS). **In order to be in compliance with federal regulations, there are new procedures and guidelines for TSLAC's FY2015 Interlibrary Loan Reimbursement Program.** A signed participation agreement and supporting documentation of actual costs will be required in order to receive a reimbursement payment for lends made during SFY2015, September 1, 2014-August 31, 2015.

Eligibility

Texas public libraries that lend a minimum of 24 items to other Texas public libraries during SFY2015 using OCLC's Navigator system are eligible for a reimbursement not to exceed actual, direct costs associated with interlibrary loan activity.

Please submit a participation form if you anticipate meeting the minimum number of lends by August 31, 2015 and choose to participate in this program. If you have any questions about your library's lending activity, please contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursements.

Requirements

The following documentation must be on file with TSLAC in order for libraries to receive a reimbursement payment:

1. The completed, signed Program Participation Agreement form (below) by March 31, 2015.
2. Verification the library has lent at least 24 items to Texas public libraries using Navigator in SFY2015, September 1, 2014-August 31, 2015. This information will be provided to TSLAC by OCLC.
3. The Reimbursement Request form, Expenditure Documentation form, and supporting documentation (invoices, receipts, etc.) for direct costs incurred due to participation in the statewide resource sharing program. All documents must be received at TSLAC by September 30, 2015 (for expenditures made between September 1, 2014-August 31, 2015).
4. Active Direct Deposit Account and Texas Identification Number. TSLAC will contact you if your library needs to provide this information.

Performance Measures

Reimbursements are based on quarterly interlibrary loan lending statistics provided to TSLAC by OCLC. Libraries are not responsible for providing interlibrary loan activity documentation to the Texas State Library.

Reimbursement Amounts

Participating libraries will be eligible for reimbursement amounts based on a formula. The formula will consider the number of lends provided to Texas public libraries using the Navigator system and the available funding. This year we anticipate funding to cover at least \$4.48 per lend, up to the amount of a library's documented, actual participation expenditures. Reimbursements will not exceed actual amounts expended. **Libraries are encouraged to report all actual costs, should there be additional funds available.**

Actual Costs and Supporting Documentation

TSLAC will reimburse actual, documented expenditures that eligible libraries incur participating in this statewide resource sharing program as funding allows.

The following expenditures are eligible for reimbursement under this program:

- Postage related to statewide resource sharing program
- Shipping supplies related to statewide resource sharing program
- Equipment procured to support statewide resource sharing – up to \$4,999.99
- TExpress courier subscription costs (minus subsidy from TSLAC)
- OCLC cataloging contracts
- Staff time dedicated to statewide resource sharing** (see details below)

Acceptable supporting documentation of expenditures include:

- **Paid receipts** Indicate which items on the receipt are being submitted for reimbursement
- **Paid vendor invoices** for services necessary to participate in ILL lending activities
- **Postage meter records or postal receipts** for shipping loans to Texas Navigator libraries
- ****Staff time documentation must include** copies of time sheets, copies of payroll registers or paychecks (with personally-identifiable information redacted), and certification of hours worked

QUESTIONS?

Contact Sara Hayes, ILL Program Coordinator, at shayes@tsl.texas.gov or 512-463-5406

INTERLIBRARY LOAN REIMBURSEMENT PROGRAM PARTICIPATION AGREEMENT

Name of Library Lubbock Public Library

Library Contact Person Jane Clausen

Email address jclausen@mylubbock.us

Telephone number 806-775-2824

Library's Legal Entity City of Lubbock

Legal Entity's DUNS number 058213893 SAM expiration date 08/23/2015

Legal Entity's TINS 17560005906001

The library and legal entity agree to the attached LSTA Terms & Conditions.
AND

The library will submit a Reimbursement Request form with supporting documentation of direct costs associated with the statewide interlibrary loan program to the TSLAC by September 30, 2015.

OR

The library declines to participate in the SFY2015 Interlibrary Loan Lending Reimbursement Program.

CERTIFICATION: To the best of my knowledge and belief, data in this form are true and correct. I am responsible for ensuring that this process meets my local purchasing requirements.

Glen C. Robertson, Mayor
Name & Title of Authorized Representative*

ATTEST:

Rebecca Garza, City Secretary

Signature _____ Date _____

**Must be an individual authorized to enter into contract on behalf of the library's legal entity*

Program Deadlines:

- Participation agreement form due to TSLAC on or before March 31, 2015
 - Reimbursement Request Form, Expenditure Documentation Form, and supporting documentation due to TSLAC on or before September 30, 2015
- Supporting documentation submitted after September 30, 2015, will not be reimbursed.*

Return this form to:

Sara Hayes, Interlibrary Loan Program Coordinator

By email: shaves@tsl.texas.gov

or

By fax: 512-936-2306

Texas State Library and Archives Commission

APPROVED AS TO FORM:

Laura A. W. Pratt
Laura A. W. Pratt, Asst. City Attorney

APPROVED AS TO CONTENT:

Jane Clausen
Jane Clausen, Library Director

ILL REIMBURSEMENT PROGRAM

FAIN: LS-00-14-0044-14

CFDA Number: 45.310

LSTA Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.
- Part I. Cost Principles for State and Local Governments and Indian Tribal Governments (2 CFR 225), Cost Principles for Non-Profit Organizations (2 CFR 230), Cost Principles for Educational Institutions (2 CFR 220), or Federal Acquisition Regulation (FAR) 31.2, as applicable.
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122)
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)
- B. The Subrecipient will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102) or 2 CFR, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and other Non-Profit Organizations (adapted from OMB Circular A-110), as applicable.
- C. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
 - F. Subrecipient certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.
 - G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
 - H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 20013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
 - I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.



Regular City Council Meeting

5. 16.

Meeting Date: 03/12/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00018 for Zone Case 3248, a request of Ralph Wolf for a zoning change from T to IHI on 8 acres of unplatted land out of Block AK, Section 31, 7333 Marsha Sharp Freeway.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to zone a Transitional property which is currently being used as construction, storage and sale of Tuff Shed to IHI(Interstate Highway Industrial) to allow and expand the current use on the property and allow for pump sales and services.

Adjacent land uses:

N: (IHC) Interstate Highway Commercial (Sears Outlet) Brownfield Hwy/Marsha Sharp
S: (T) Transitional Mixed Uses
E: (T) Kendrick Motors, other uses
W: (IHC/IHI) Texas Rock and Flagstone

Comprehensive Land Use Plan (CLUP):

The request is a minor change to CLUP. The plan recommends Interstate Highway Commercial to line either side of a major corridor(expressway) such as Marsha Sharp Freeway.

Zoning Policy:

Major points of entry into a city should be developed carefully and should present the most aesthetically pleasing development along with permitting uses which will not be detrimental to the city.

The current use is needing to expand and is an established business along Marsha Sharp. Although the current use is not detrimental to the area, staff believes that other industrial uses within the Interstate Highway Industrial district may hinder and deter growth rather than help it.

Based on policy and established zone cases, staff recommends an interstate highway district along Marsha Sharp Freeway. The request is for Interstate Highway Industrial, however with the adjacent residential neighborhood(Rancho Verde) to the south, staff is recommending IHI limited to two uses and all IHC unconditionally permitted uses. In addition, staff recommends the IHC development standards be required.

Differences between IHC and IHI:

75% masonry
Architecturally decorative roofs
Loading docks must not face interstate or highway
No truck/trailer parking in front of the building

Hidden utilities

No outdoor storage

10% landscaping along corridor

If this were a vacant piece of land that did not have an existing use, staff would not support an IHI use. Staff recommends to allow the existing use, but limit all other uses and development standards to IHC.

Purpose of IHC: The purpose of this district is to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas.

Purpose of IHI: The purpose of this district is to provide for planned, quality industrial development within the interstate corridor so that persons entering the city along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values.

Effect on the adjacent street and thoroughfare system:

None, the zone change is located along a major expressway with sufficient access.

Recommendations:

On February 5, 2015 the P&Z Commission recommended the request with a unanimous vote, with the following condition:

1. IHI zoning, Limited to “Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building)”, “pump sales and service,” and all IHC uses.
2. Any development shall comply with all development and design standards for the IHC zoning district.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3248

Zone Case 3248

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3248**; A ZONING CHANGE FROM T TO **III** ZONING DISTRICT ON **8 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 31, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3248

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **III** zoning district on **8 acres of**

unplatted land out of Block AK, Section 31, City of Lubbock, Lubbock County, Texas located at 7333 Marsha Sharp Freeway, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the IHI zoning shall be limited to "Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building)", "pump sales and service," and all IHC uses.**
- 2. THAT any development shall comply with all development and design standards for the IHC zoning district.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



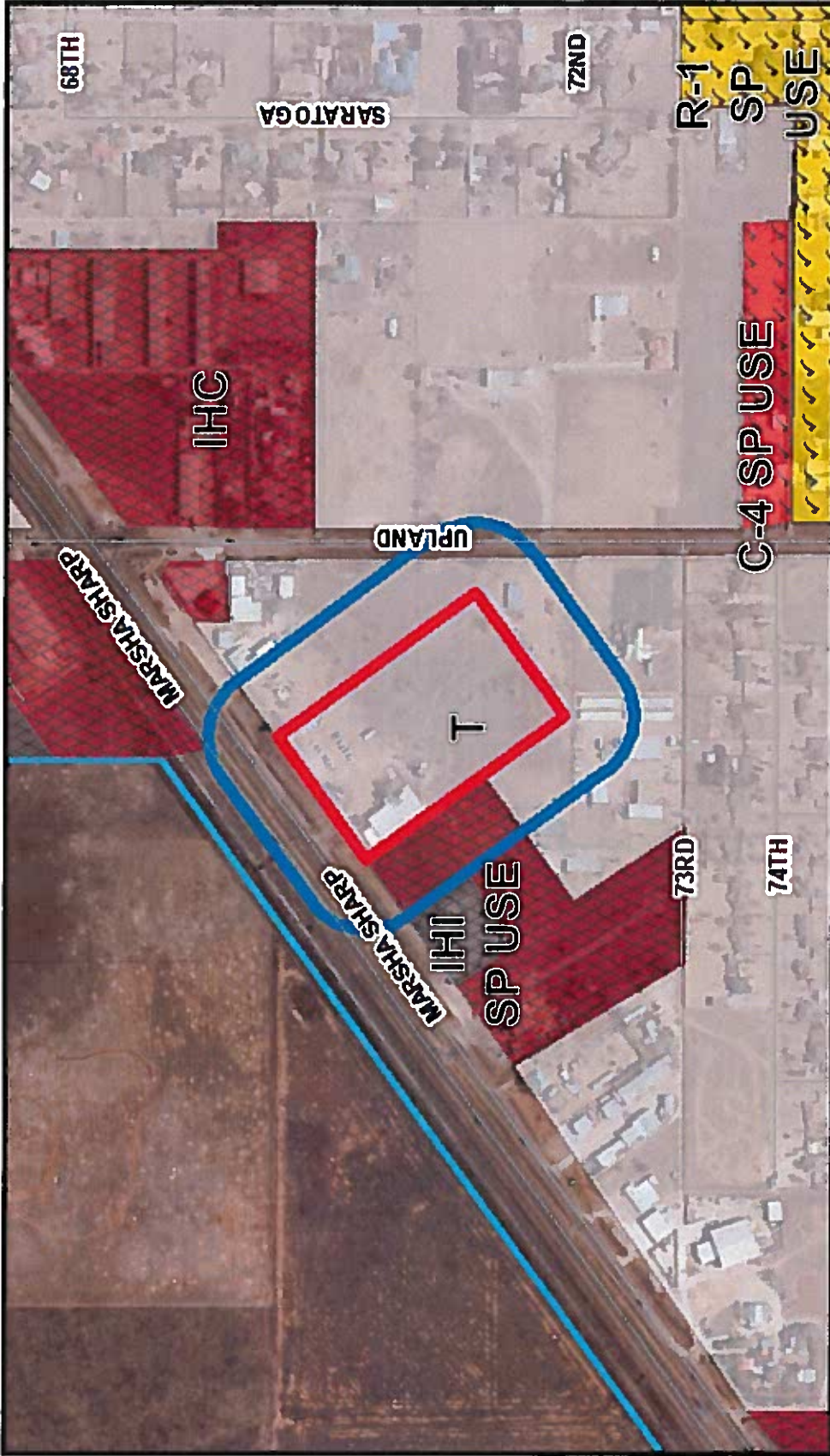
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

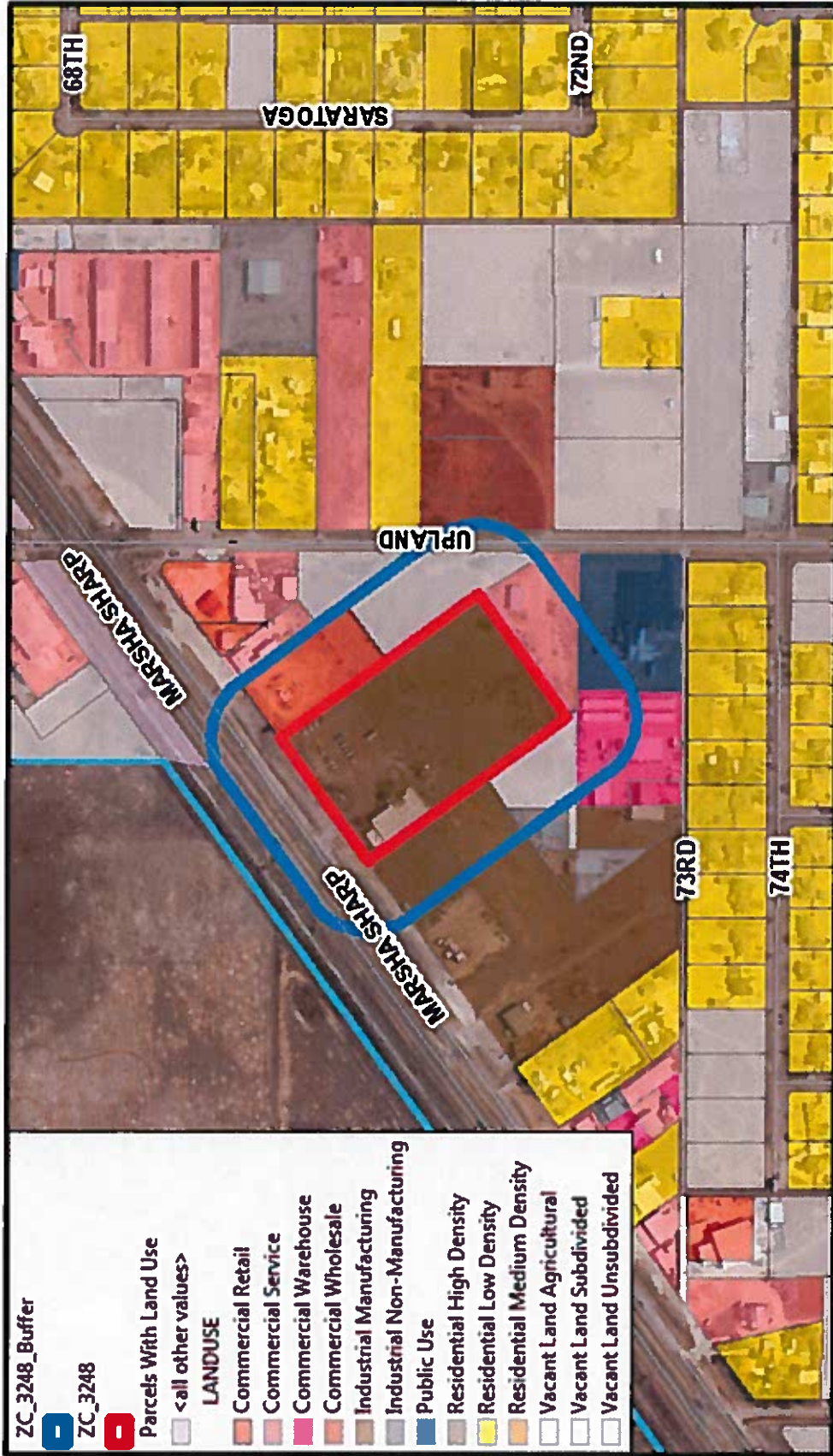


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3248
February 5, 2015

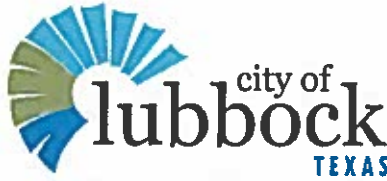


P.Z.C. Case 3248 Zoning



P.Z.C. Case 3248

Request of Ralph Wolf for a zoning change from T to IHI, 7333 Marsha Sharp Freeway



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) RALPH WOLF
3807 77th ST
LUBBOCK TX 79423
(806) 549-2541

For SAME
Street/Post Office Box
City State Zip
Telephone

Location or Address: 7333 MARSHA SHARP FREEWAY

Legal Description: 8 ACRE TRACT OUT OF THE SOUTHEAST PART OF THE N/2 SECTION 31, BLOCK AK

Existing Land Use: Existing Zoning: TRANSITIONAL

Acres or Square Footage of Property: EIGHT (8) ACRES

Zoning Requested: IHI

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature Ralph Wolf Date 12/16/2014

Filing Fee: 496.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
475.00-1 + 21-(7)x3

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

CH: 2258 TRC-000770-16-12-2014 For City Use Only PIN: 75480 MAP 44
Zone Case No.: 3248 Agenda No.: 2
Request for zoning change from: T To: IHI

8 acres of unplatted land out of block AK section 31
on Lot(s): Block(s):
Subdivision: Address: 7333 Marsha Sharp Fwy

7333 MARSHA SHARP
Ralph Wolf 549-2541

Lessor is the owner of the following described land situated in Lubbock County, Texas,
to-wit:

A tract out of the south-east part of the N/2 of section 31, block A-K,
Georgetown R.R. Co., Survey, Lubbock County, Texas, further described by
Metes and bound as follows:

Beginning at a point that bears north a distance of 622.62' and west a
distance of 152.63' from the south east corner of N/2 of section 31,
block A-K, Lubbock, County, Texas ;

THENCE; N36 05' 40" W a distance of 748.53' to a point in the southeast
right-of-way line of U.S. Highway #82.

THENCE; S53 54' 20" W along said highway right-of-way line, a distance
of 465.60'

THENCE: S36 05' 40" E a distance of 748.53'

THENCE: N53 54' 20" E a distance of 465.60' to the place of beginning.



Regular City Council Meeting

5. 17.

Meeting Date: 03/12/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00019 for Zone Case 2182-A, a request of Kathy Whatley, for St. Matthews United Methodist Church, for a zoning change from R-2 to A-2 for a church on Lots 586 through 588 less 389 square feet of the right-of-way, Richland Hills Addition, 5320 50th Street.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is for a zone change on a lot currently occupied by a church to go from R-2 to A-2. Standard zoning for a church is A-2. The rezone will bring the property into compliance and alleviate the legal non-conforming status.

Adjacent land uses:

N: R-1 (Single Family Homes)

S: C-2 (Family Dollar and Vacant Land)

E: A-1 (Apartments)

W: A-1 (Apartments)

Comprehensive Land Use Plan (CLUP):

The CLUP currently designates this lot as public use. The rezone from R-2 to A-2 would not alter the Plan.

Zoning Policy:

The zoning code places churches in the A-2 district. The request to rezone from an R-2 to A-2 zoning district will bring the church site into conformance to today's zoning code, where currently it is considered legal non-conforming. The church will now have the opportunity to apply for building expansions and sign permits without the need to go before the Zoning Board of Adjustment for approval.

Effect on the adjacent street and thoroughfare system:

There will be no additional effect on the thoroughfare system as this church has been operating in this location for a number of years.

Recommendations:

On February 5, 2015 the P&Z Commission recommended the request with a vote of 8-0 for approval.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 2182-A

Zone Case 2182-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2182-A; A ZONING CHANGE FROM R-2 TO A-2 ZONING DISTRICT ON LOTS 586 THROUGH 588 LESS 389 SQUARE FEET OF THE RIGHT-OF-WAY, RICHLAND HILLS ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2182-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-2 to A-2 zoning district on **Lots 586 through 588 less 389 square feet of the right-of-way, Richland Hills Addition, City of Lubbock, Lubbock County, Texas, located at 5320 50th Street.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



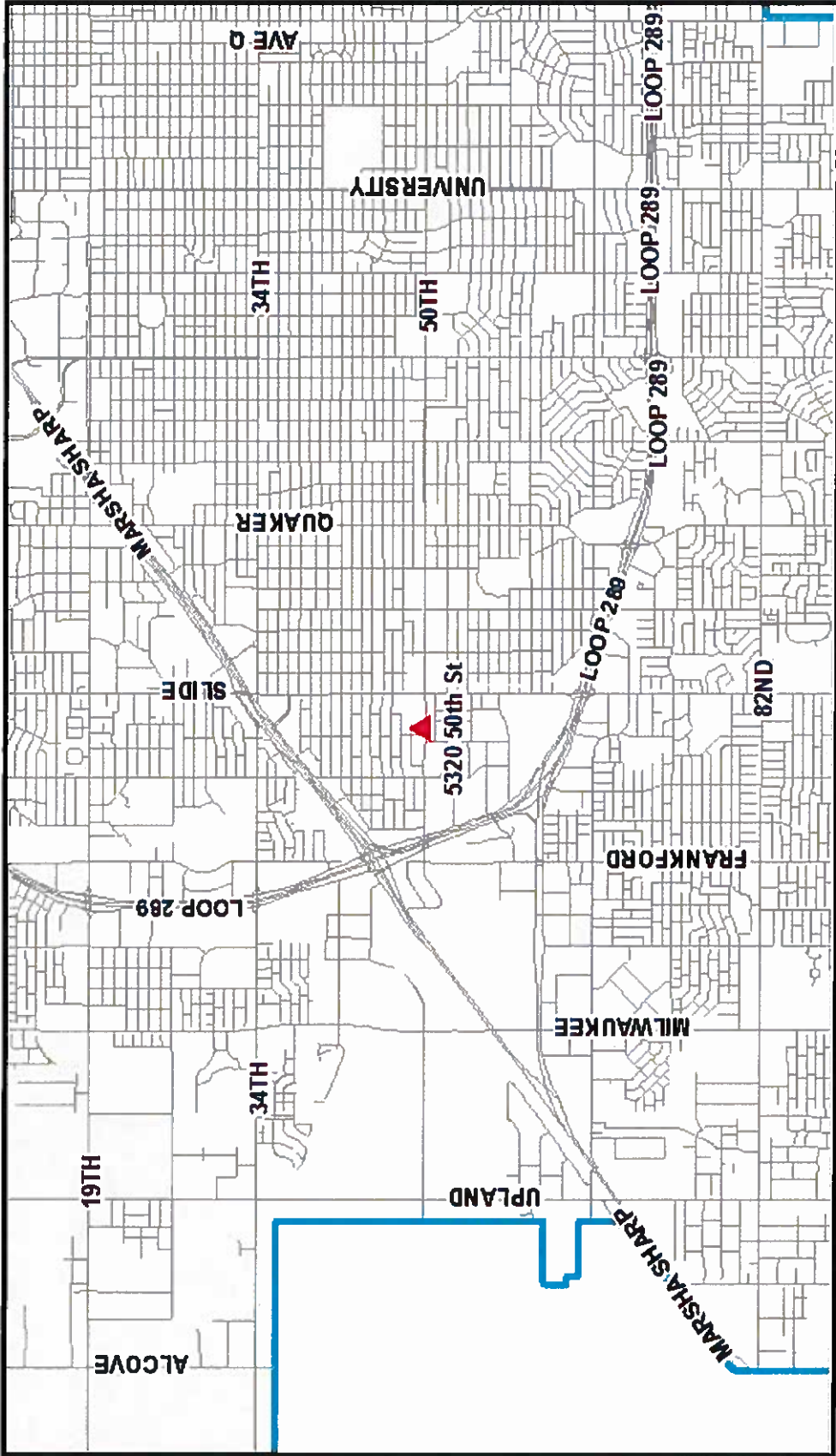
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

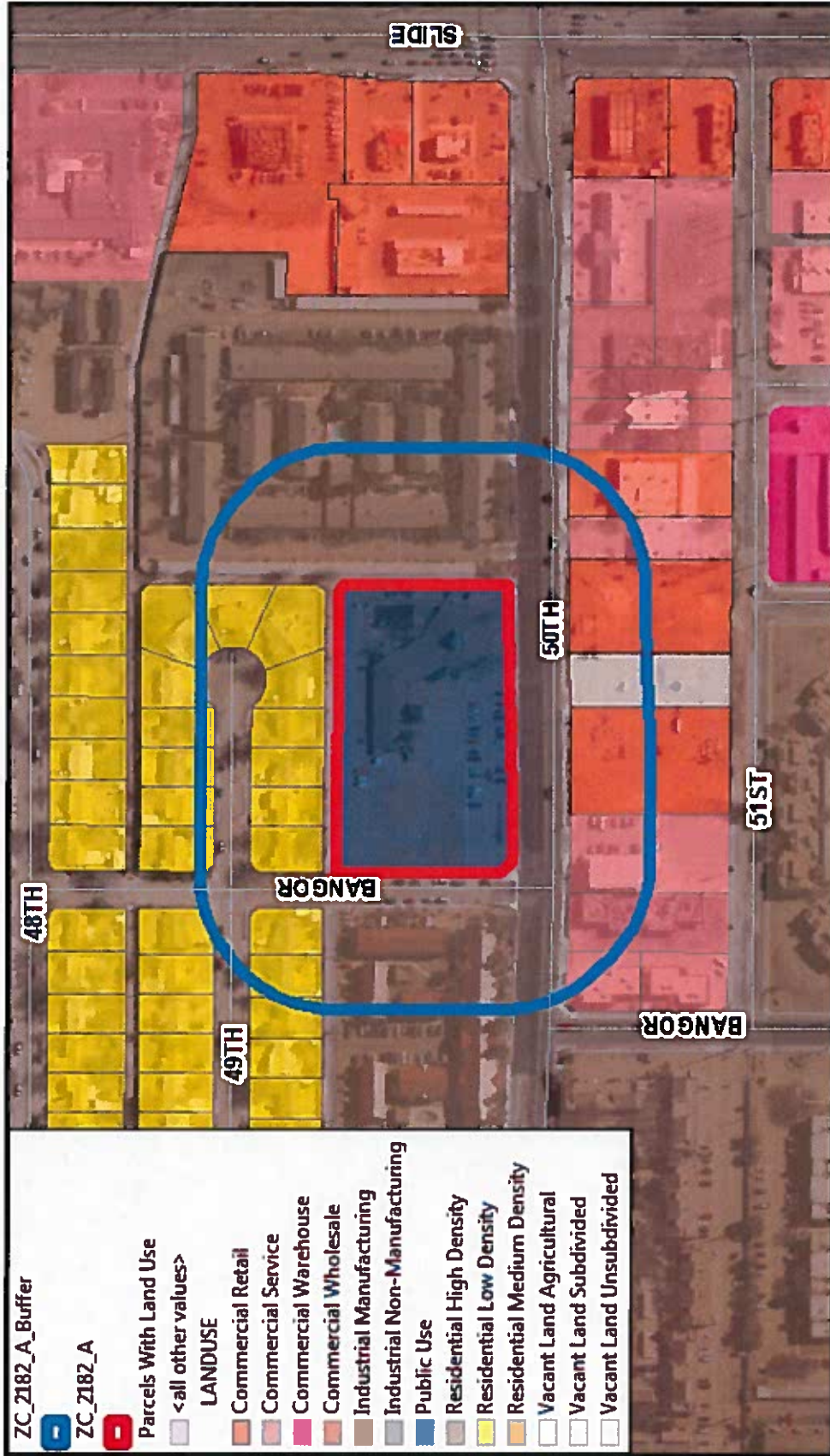


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC2182-A
February 5, 2015

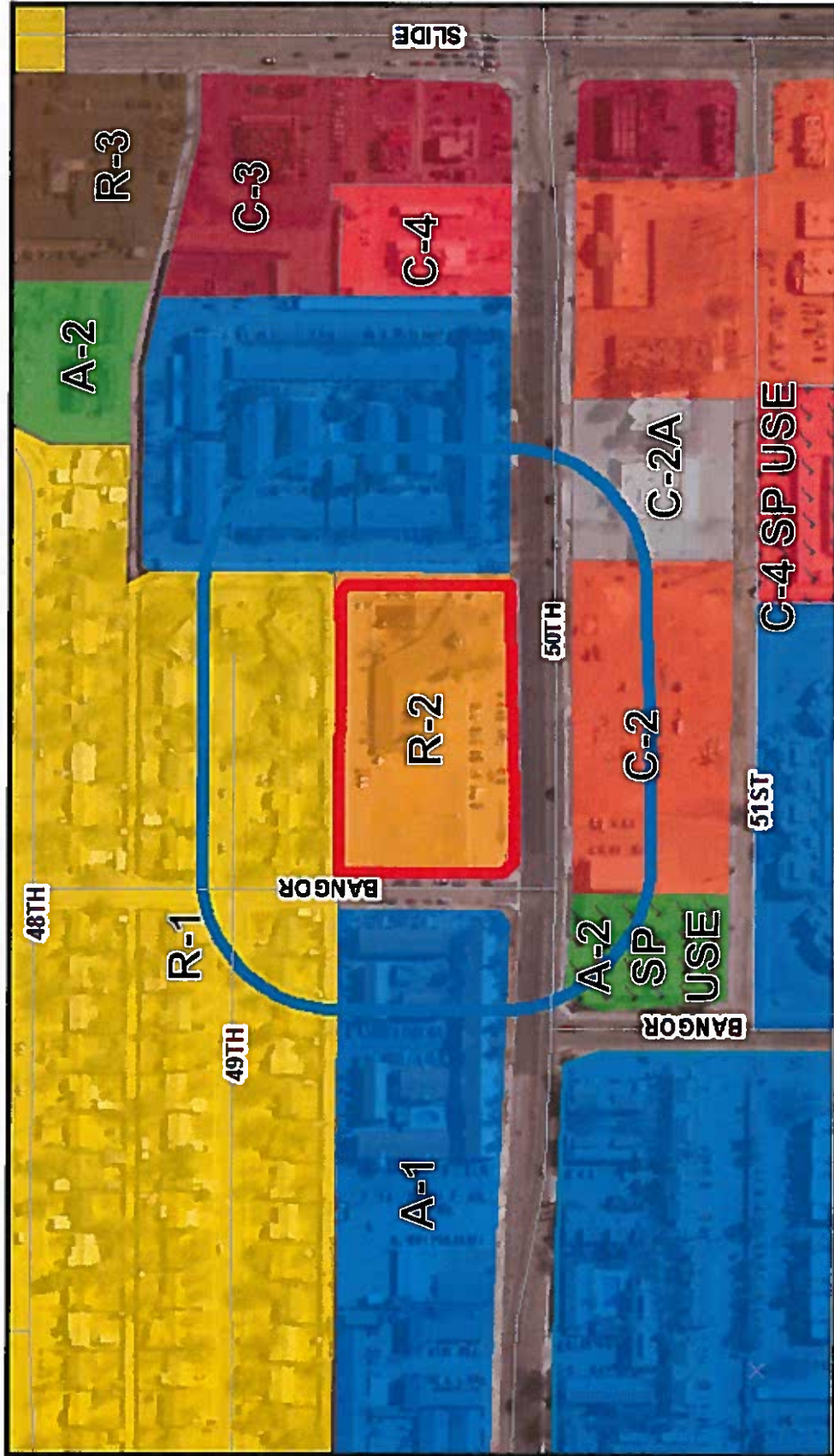


P.Z.C. Case 2182-A



P.Z.C. Case 2182-A

Request of Kathy Whatley (for St. Matthews United Methodist Church) for a zoning change from R-2 to A-2 for a church, 5320 50th Street



P.Z.C. Case 2182-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Kathy Whalley For St. Matthews UMC Church
5320 50th 6723 Santa Fe Drive 5320 50th Street
Lubbock, TX 79407 Lubbock, TX 79414
(806) 773-6212 (806) 799-4170

Location or Address: 5320 50th Street Lubbock, TX 79414
Legal Description: Richland Hills L586 THRU 588 less 389 sq. ft ROW
Existing Land Use: Church Existing Zoning: R2
Acreage or Square Footage of Property: 114,648 sq
Zoning Requested: A 2 (specific use; church)

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? N/A
Applicant's Signature: Kathy Whalley Date: 1-7-2015

Filing Fee: \$165
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN 51522 Map 22

Zone Case No.: 2182-A Agenda No.: 3
Request for zoning change from: R-2 To: A-2

on Lot(s): 586 to 588 less 389 sq ROW Block(s):
Subdivision: Richland Hills Address: 5320 50th St

SR

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

13

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2182-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
JAN 30 REC'D
PLANNING DEPARTMENT

Print Name Karla Roberts
Signature: ~~Karla Roberts~~ for CALAB, Inc.
Address: 3313 B 50th St.
Address of Property Owned: Same Buildings A & B

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2182-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

JAN 29 REC'D

PLANNING DEPARTMENT

Print Name

BEN SPRUELLING

Signature:

[Handwritten Signature]

Address:

Address of Property Owned:

5204 - 80th



Regular City Council Meeting

5. 18.

Meeting Date: 03/12/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0020 for Zone Case 1087-D, a request of The Ranch at Dove Tree, LLC for a zoning change from GO to A-2 for a boarding house on the east 63 feet of Lots 8 through 10, Block 13, Overton Addition, 1807 13th Street.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is for A-2, High Density apartments, for a boarding house. The property was previously zoned for apartments under the A-1, Family Apartment District, and then changed to Garden Office. Aside from previous zoning, the structure was originally a house, converted into an office, and therefore could not be set up as normal individual apartments. The request is for a boarding house, essentially, allowing the house to be used as bedrooms and shared common space, living room, kitchen, bathrooms etc.

Adjacent land uses:

To the east and west is zoned Garden Office with AM specific Use to the north and A-1 apartments to the south.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

This area has been a mixture of medium density zoning and uses for quite some time, with a combination of Garden Office and A-1. The block between Ave R and Ave S has been zoned as a buffer from the heavy uses along Ave Q, and the current request is consistent with that policy.

Effect on the adjacent street and thoroughfare system:

There should be no additional impact on the Thoroughfare System.

Recommendations:

On February 5, 2015 the P&Z Commission recommended the request with a unanimous vote, with the following condition:

1. Limited to a “boarding house” with a trained supervisor, and all Garden Office (GO) uses.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 1087-D

Comments - Zone Case 1087-D

Zone Case 1087-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1087-D; A ZONING CHANGE FROM GO TO A-2 ZONING DISTRICT ON THE EAST 63 FEET OF LOTS 8 THROUGH 10, BLOCK 13, OVERTON ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1087-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **A-2** zoning district on **the east 63 feet of Lots 8 through 10, Block 13, Overton Addition, City of Lubbock, Lubbock County, Texas located at 1807 13th Street**, subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be limited to a "boarding house" with a trained supervisor, and all Garden Office (GO) uses.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC2182-A
February 5, 2015

2/10/2015

Honorable Mayor and City Council members:

Re: ZC 1087-D

I am providing written comments for the Council meeting in regards to the referred zone case for Dove Tree at a property located on 13th Street. For the first time in 35 years, I spoke to the Planning Commission as a citizen in support of the request based on both my technical and personal opinions. I am writing, as each of you know me, and I do not want to take up time during the Council meeting repeating my testimony.

Technically, the challenge to the Planning Commission and Council is to determine if the proposed use is appropriate at this location. All of the structures between Avenue R and Avenue S south of 13th were zoned A-1 for apartments at one time. Three of the four structures on that block were used as nonconforming single family and one was the office of Dean Pierce "forever" (although Dean used the structure in question to have curtains custom made at one point, which is moot now). The block face was zoned some while back for Garden Office, which matches an old zone case for AM Specific for offices directly across the street, all of which is vacant.

The A-2 is requested as it is the first district that allows "boarding house", of which there are not too many these days. The use proposed by Dove Tree is to rent beds to graduates of their recovery programs, who attend Tech and can walk to school, but still live in a structured communal environment. The "kids" are not on parole or legally under supervision for their hopefully changed way of life. This is just a place to live with some support. Dove Tree will staff the residence with a live-in trained counselor to provide the support.

My personal testimony is that my family, as well as a disturbingly large number of our friends, have engaged Dove Tree for the treatment of a loved one recently. You would know many of the families. Many in my generation are not as aware of the current status of drug and alcohol use, although we all know someone who drinks too much. Our family has

become aware that this issue is a silent epidemic that destroys lives and families. Telling friends that a family member has cancer is not nearly as onerous as telling someone they have an addiction issue. I have a long professional and now a personal association with Dove Tree. The organization is a for-profit company, separate, but closely aligned with the nationally recognized Center for Substance abuse at Texas Tech, started by Dr. Carl Anderson and now headed by Dr. Kitty Harris. Dove Tree helps people battle what, in the view of many, is a "choice". Initially, drug and alcohol abuse is a poor personal "choice"; after it consumes the person it becomes a disease, rather than the simple "crime" believed by many. "Just say no" is, or was, a colossal failure in reality.

Again, the objective at Dove Tree is for this location to provide students out of treatment and out of the legal system a convenient, economical place to continue their education, and walk to school as many do not have cars.

The Commission recommends the case as a "boarding house" with a supervised live in arrangement (thus excluding a true apartment), with a fall back to Garden Office should the use be discontinued or an actual boarding house take over the property, with the belief that the use will be an asset to the community and not interfere with adjacent land uses while allowing the residents to strive to continue recovery and re-enter a useful and productive life.

Many thanks,

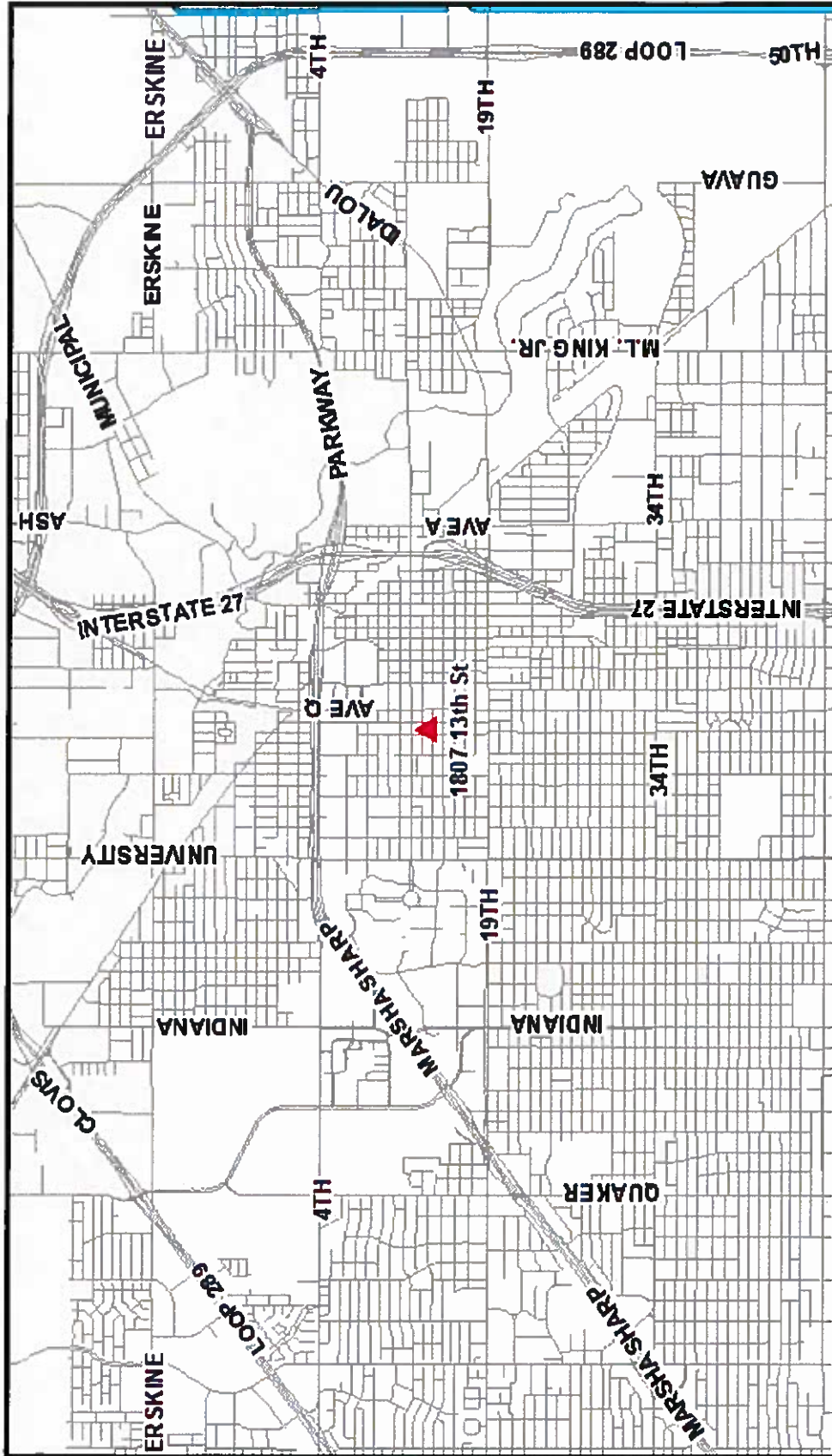


Randy Henson

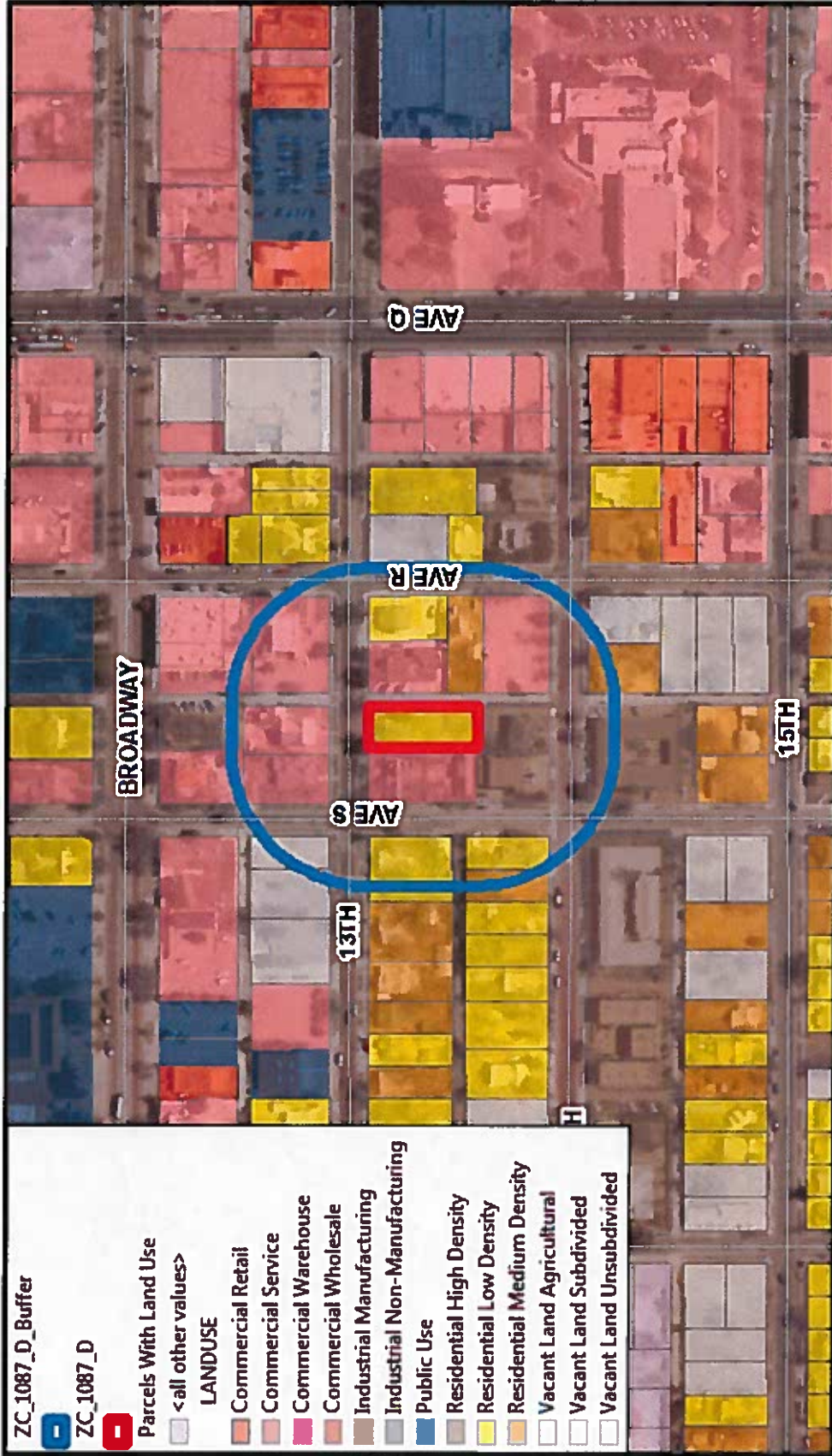
5527 3rd Street

Lubbock, TX 79416

RECEIVED
FEB 10 REC'D
PLANNING DEPARTMENT

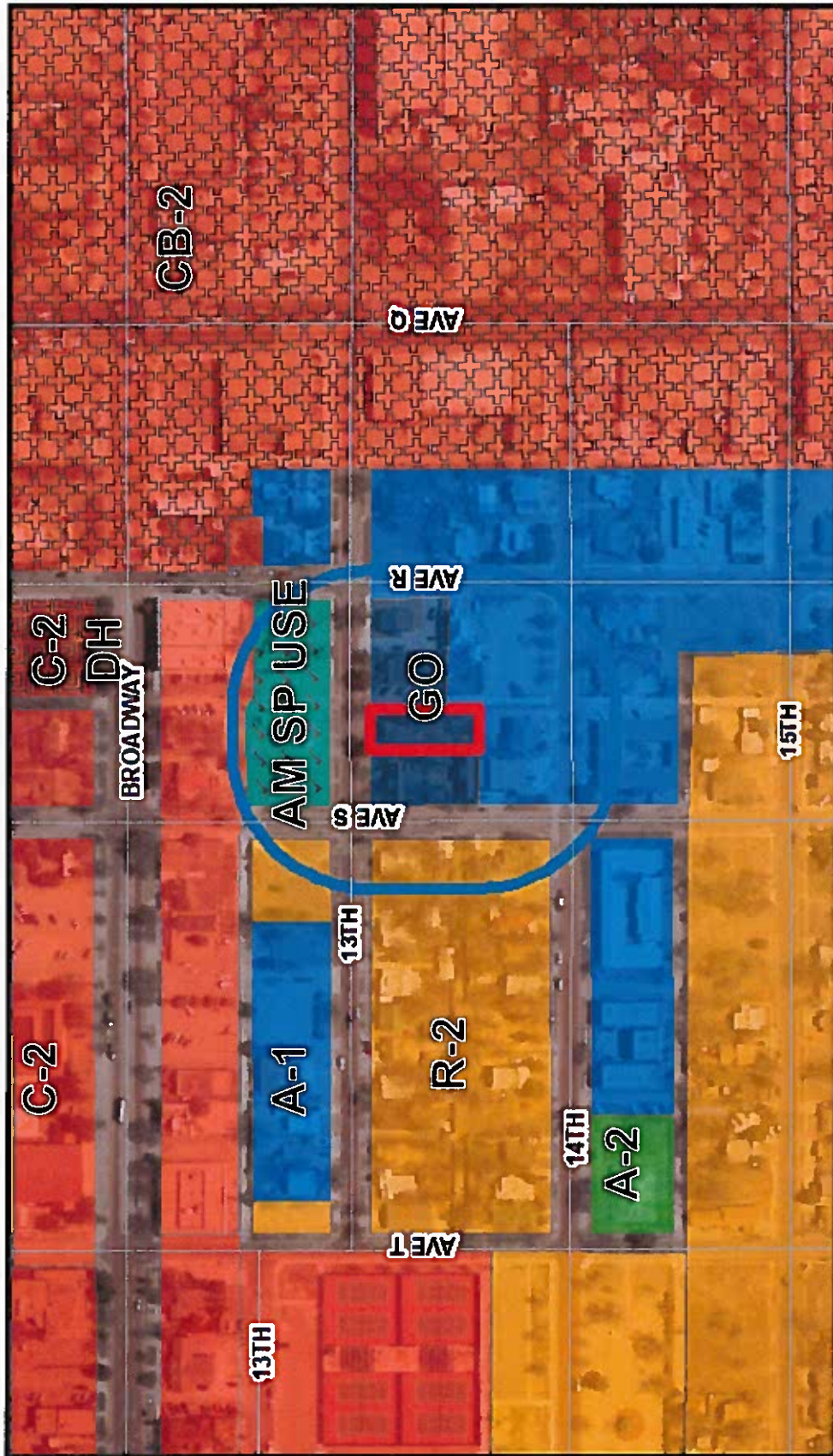


P.Z.C. Case 1087-D



P.Z.C. Case 1087-D

Request of The Ranch at Dove Tree, LLC for a zoning change from GO to A-2 for a boarding house, 1807 13th Street



P.Z.C. Case 1087-D Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) The Ranch at Dove Tree, LLC
1406 E County Road 5800
Lubbock TX 79403
(601) 750-8262 Travis Mitchell

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 1807 13th Street, Lubbock, TX 79401
Legal Description: Overton Blk 13 E 63' of L 8-10
Existing Land Use: Offices Existing Zoning: GO
Acreage or Square Footage of Property: 10,395 sf
Zoning Requested: A-2

Proposed Development: Boarding House

If property is not subdivided, will preliminary plat be submitted? N/A
Applicant's Signature Travis C. Mitchell Director of Operations The Ranch at Dove Tree, LLC
Date 1/12/2015

Filing Fee: \$475.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 42093 MAP 1

Zone Case No.: 1097-D Agenda No.:
Request for zoning change from: GO To: A-2 for a boarding house

on Lot(s): E 63' 1075 8 thru 10 Block(s): 13
Subdivision: Overton Address: 1807 13th St



THE
RANCH
AT
DOVE TREE

January 12, 2015

The Ranch at Dove Tree, LLC
1406 E County Road 5800
Lubbock, TX 79403

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th Street
Lubbock, TX 79457

RE: Application for Zone Change – 1807 13th Street, Lubbock, TX 79401

To the Honorable Lubbock City Council and Lubbock Planning and Zoning Commission:

The Ranch at Dove Tree, LLC respectfully submits the attached Application for Zone Change regarding the property located at 1807 13th Street, Lubbock, TX 76092 from its current zoning as "GO" Garden Office District, to "A-2" High-Density Apartment District. The facility will essentially meet the definition of a "boarding house" allowed in the A-2 District.

It is the intent of The Ranch at Dove Tree, LLC to purchase this property, contingent on this rezoning case, to house six to eight college students in collaboration with the nationally recognized Center for the Study of Addiction and Recovery at Texas Tech University. These students will live in a well supervised environment in close proximity to Texas Tech's campus in order to attend school. These students often do not have a vehicle and will benefit from being close to campus.

If there are any questions or concerns regarding this request please contact Travis Mitchell, Director of Operations for The Ranch at Dove Tree, LLC at 601-750-8262 or Vince Sanchez, Associate Director for The Center for the Study of Addiction and Recovery at Texas Tech University at 806-790-3313.

Respectfully,

Travis C. Mitchell

Enclosures – Application for Zone Change and \$475 Check for Filing Fee

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: 1087-D

In Favor of

Opposed

Reasons and/or Comments:

WILL USE VACANT BUILDING FOR
A GOOD CAUSE

RECEIVED

JAN 28 REC'D

PLANNING DEPARTMENT

Print Name MARCUS BORHANI

Signature: Marcus Borhani

Address: 4504-9TH ST, LUBBOCK, TX 79416

Address of Property Owned: 1808-14TH STREET



Regular City Council Meeting

5. 19.

Meeting Date: 03/12/2015

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2015-O0021 amending Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances of the City of Lubbock, Texas, amending provisions to encompass current State law and practices, increasing the overall limits for insurance and establishing a minimum insurance rating requirement, increasing the penalty fine limit, creating an Oil and Gas Advisory Committee and provide for its review of Oil Gas Permit applications, amending permit application procedures and requirements, amending setback standards, limiting the hours of operation, increasing the permit application fee, requiring a closed loop system for certain wells, establishing regulations for hydrogen sulfide producing wells, establishing requirement for fresh water well testing, and conforming the ordinance to the standards and conventions of the remainder of the Code of Ordinances; providing a penalty clause; providing a savings clause; and providing for publication.

Item Summary

On February 26, 2015, the City Council approved the first reading of the ordinance.

On May 9, 2013, the City Council, by resolution, created the Oil and Gas Citizen Advisory Committee to study and report back to the City Council with detailed recommendations of the necessary regulatory amendments to the current oil and gas ordinance and related permitting matters.

The Committee voted on September 29, 2014, on its final recommended changes to the oil and gas ordinance, and Zach Brady, Chair of the Committee, presented these recommendations to the City Council on December 4, 2014.

The amended ordinance brings forward the Committee's substantive recommendations for the City Council to consider. These recommendations included the following proposed amendments to Article 8.07:

- Amend insurance requirements including raising the overall limits and include rating requirements;
- Raise the penalty fine limit;
- Create a standing oil and gas advisory committee and provide for its review of permit applications;
- Prohibit salt-water disposal wells;
- Amend setback standards to include a new section adopting a 1,000 foot setback requirement for storage facilities;
- Increase permit fee to a minimum of \$2,500 subject to the City's fee adjustments in annual budget;
- Amend oil and gas drilling permit application procedures and requirements;
- Limit hours of site operation;
- Require the use of a closed loop system for wells within 500 feet of certain structures;
- Add language regarding the maintenance and appearance of oil and gas drilling sites;
- Adopt regulations for hydrogen sulfide producing sour wells; and
- Add requirement for fresh water well testing.

In addition to the changes proposed by the Committee, the legal department performed an extensive review as to the form of the ordinance. The amendments proposed by the legal department were meant to do the following:

- Avoid preemption issues with state law;
- Repeal outdated and unnecessary provisions;
- Amend provisions to encompass current practices; and
- Conform the code to current style and practice.

The Chair of the Committee, has reviewed these changes and agrees that they do not substantively alter the Committee’s recommendations to the City Council. The Committee was provided a copy of these changes prior to this meeting.

A tracked-changes version of the ordinance is attached. Changes in **Blue** are those revisions recommended by the Committee, and changes in **Red** are those made by the legal department.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Oil and Gas

ORDINANCE NO. 2015-O _____

AN ORDINANCE AMENDING ARTICLE 8.07 (OIL AND GAS DRILLING) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING PROVISIONS TO ENCOMPASS CURRENT STATE LAW AND PRACTICES, INCREASING THE OVERALL LIMITS FOR INSURANCE AND ESTABLISHING A MINIMUM INSURANCE RATING REQUIREMENT, INCREASING THE PENALTY FINE LIMIT, CREATING AN OIL AND GAS ADVISORY COMMITTEE AND PROVIDE FOR ITS REVIEW OF OIL GAS PERMIT APPLICATIONS, AMENDING PERMIT APPLICATION PROCEDURES AND REQUIREMENTS, AMENDING SETBACK STANDARDS, LIMITING THE HOURS OF OPERATION, INCREASING THE PERMIT APPLICATION FEE, REQUIRING A CLOSED LOOP SYSTEM FOR CERTAIN WELLS, ESTABLISHING REGULATIONS FOR HYDROGEN SULFIDE PRODUCING WELLS, ESTABLISHING REQUIREMENT FOR FRESH WATER WELL TESTING, AND CONFORMING THE ORDINANCE TO THE STANDARDS AND CONVENTIONS OF THE REMAINDER OF THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, on October 22, 1959, the City Council of the City of Lubbock, Texas, adopted Ordinance Number 2939 creating Chapter 19A Oil and Gas Drilling, a cumulative chapter for all other ordinances regulating oil and gas drilling within the city limits of the City of Lubbock, Texas; and

WHEREAS, on May 28, 1982, the City Council of the City of Lubbock, Texas, made substantial changes to the original Chapter 19A through its enactment of Ordinance Number 8327; and

WHEREAS, the City Council of the City of Lubbock, Texas, made minor amendments to these provisions through Ordinance Number 8632 on July 12, 1984, Ordinance Number 9170 on February 15, 1988, and Ordinance Number 2004-00055 on May 25, 2004; and

WHEREAS, the State of Texas, through its primary oil and gas regulatory agency, the Railroad Commission, has issued numerous state permits under its statutes, regulations, and codes for the exploration, drilling, and production of oil and gas within the city limits; likewise, the City of Lubbock has also issued local permits under its ordinances for the exploration, drilling, and production of oil and gas within the city limits; and

WHEREAS, the oil and gas industry has recently grown at an increased rate in the State of Texas due to new technological developments and advancements in methods within the oil and gas industry, including recent methods of hydraulic fracturing and horizontal drilling; and

WHEREAS, the exploration, development, and production of oil and gas in the City of Lubbock, Texas, is an activity which necessitates reasonable regulation to ensure that all

property owners, mineral, and otherwise, have the right to peaceably enjoy their property and its benefits and revenues; and

WHEREAS, recognizing the need to remain vigilant and proactive in determining and establishing reasonable and uniform limitations, safeguards, and regulations, for present and future operations related to the exploring, drilling, developing, producing, and transporting, and storing of oil and gas within the City of Lubbock, Texas, the City Council of the City of Lubbock, in order to protect the health, safety, and general welfare of the public, wishes to minimize the potential impact to the property and mineral rights owners, to protect the quality of the environment, and to encourage the orderly production of available mineral resources; and

WHEREAS, on May 9, 2013, the City Council of the City of Lubbock, Texas, by resolution, created the Oil and Gas Citizen Advisory Committee to study and report back to the City Council of the City of Lubbock, Texas, with a thorough analysis of the current methods of exploration, development, and production of oil and gas, including methods of hydraulic fracturing and horizontal drilling, within the City of Lubbock, Texas, and further make detailed recommendations to the City Council of the City of Lubbock, Texas, of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis; and

WHEREAS, the Oil and Gas Citizen Advisory Committee met ten times in order to meet the charge given to them by the City Council of the City of Lubbock, Texas, and over the course of these meetings, it heard presentations from staff, the Lubbock Board of Health, representatives from the oil and gas industry, representatives from other municipalities, and several citizens of the City of Lubbock; and

WHEREAS, the Oil and Gas Citizen Advisory Committee voted on September 29, 2014, on its final recommended changes to the oil and gas ordinance; and

WHEREAS, the chair of the Oil and Gas Citizen Advisory Committee presented these recommendations to the City Council of the City of Lubbock on December 4, 2014; and

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 8 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT, Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances, City of Lubbock, Texas, is hereby repealed and the following provisions are enacted in its place and stead:

ARTICLE 8.07 OIL AND GAS DRILLING

Division 1. Generally

Sec. 8.07.001 Definitions

For the purposes of this article the following words and terms wherever and whenever used or appearing herein shall have the scope and meanings hereinafter defined and set out in connection with each.

City Manager shall mean the City Manager or his or her designee.

Lease as that term is used herein shall mean any tract of land subject to an oil, gas and mineral lease or other oil and gas development contract, or any unit composed of several tracts and leases, but operated as one lease, and any tract of land in which the minerals are owned by an operator or someone holding under it or him, but which, due to the free royalty ownership, is developed and operated as a separate tract.

Model operating agreement shall be contained within the current approved American Association of Petroleum Landmen form.

Permittee shall mean the person to whom is issued a permit for the drilling and operation of a Well under this article, and his administrators, executors, heirs, successors and assigns.

Production unit shall mean the acreage assigned to a unit by the operator of that unit and approved by the City Council, for the drilling of a Well. The declaration and approval of a production unit is deemed to unitize, or pool, all mineral rights within the unit. All owners who ratify or confirm such unit in accordance with this article shall participate on a pro-rata basis. The acreage, or tracts of land, to be assigned to a production unit shall be selected at the discretion of the owner or lessee seeking a permit under this article: A production unit, as defined herein, shall be forty (40) acres on contiguous tracts of land or some other amount of contiguous acreage as approved by the RRC in the adoption of field rules or similar action.

Reasonably Prudent Operator shall mean a person in the general conduct of its business exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaging in the same type of business in the same or similar circumstances and conditions in the Permian Basin area.

RRC shall refer to the Railroad Commission of Texas or its successor regulatory agency.

Unitize, pool, and force pool shall refer to the process of incorporating mineral rights for various tracts of land within one instrument (a

Declaration of Pooled Unit Agreement) for the purpose of forming the “production unit” defined in this section.

Well shall include and mean any hole or holes, bore or bores, to any sand, formation, strata or depth for the purposes of:

- (1) Producing and recovering any oil, gas, liquid hydrocarbon, or any of them; or
- (2) Cycling, pressure maintenance, water flood, secondary and/or tertiary operations.

All technical or oil and gas industry words or phrases used herein and not specifically defined shall have that meaning customarily attributable thereto by a Reasonably Prudent Operator.

Sec. 8.07.002 Applicability of federal and state laws

Any violation of laws of the state or any rules, regulations or requirements of any state or federal regulatory body having jurisdiction in reference to drilling, completing, equipping, operating, producing, maintaining or abandoning an oil or gas Well or related appurtenances, equipment or facilities, or in reference to fire walls, fire protection, blowout protection, safety protection or convenience of persons or property, shall also be a violation of this article and shall be punishable in accordance with the provisions hereof.

Sec. 8.07.003 Enforcement; Inspector

(a) The City Manager shall enforce the provisions of this article and shall have the authority to issue any orders, directives, warnings, or citations, required to carry out the intent and purpose of this article and its particular provisions. The City Manager may retain the services of an independent consultant to aid in the detection of violations and the enforcement of this article.

(b) The City Manager shall have the authority, in accordance with applicable law, to enter and inspect any premises covered by the provisions of this article to determine compliance with the provisions of this article and all applicable laws, rules, regulations, standards, or directives of the state. The City Manager shall conduct, at minimum, yearly inspections of any premises covered by the provisions of this article, in order to determine that all operations are in compliance with this article.

(c) The City Manager shall have the authority to request and receive any public records, including records sent to the RRC, reports and the like, relating to the status or condition of any permitted oil and gas Well necessary to establish compliance with the applicable oil and gas Well permit.

Sec. 8.07.004 Insurance required, amounts; indemnity

(a) In the event a permit is approved by the City Council under the terms of this article for drilling and operation of a Well, no permit shall be issued by the City Manager until the Permittee shall file with the City Manager a certificate of insurance in an amount and form as specified below. The Permittee shall carry a policy or policies of standard comprehensive public liability insurance, including contractual liability covering bodily injuries and property damage, naming the Permittee and the city as insureds, with an insurance company authorized to do business in the State of Texas. Such policy or policies shall contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance and shall specifically cover any and all damage or incidents that may occur in or to the city's right-of-way. All policies shall be written by an insurer with an AA rating or better rating by the most current version of the A.M. Best Key Rating Guide. Such policy or policies in the aggregate shall provide for the following minimum coverages:

Standard commercial general liability policy: Two million dollars (\$2,000,000.00);

- Per occurrence: Two million dollars (\$2,000,000.00);
- Per incident: Two million dollars (\$2,000,000.00).

Excess or umbrella liability: Twenty million dollars (\$20,000,000.00).

Environmental pollution liability coverage: Two million dollars (\$2,000,000.00).

Control of Well: Two million dollars (\$2,000,000.00).

Automobile liability insurance: One million dollars (\$1,000,000.00).

(b) Permittee shall file with the City Manager certificates of such insurance as above stated, and shall obtain the written approval thereof by the City Manager, who shall act thereon within ten (10) days from the date of such filing. The insurance policy or policies shall not be cancelled without written notice to the City Manager at least thirty (30) days prior to the effective date of such cancellation. In the event such insurance policy or policies are cancelled, the permit granted shall terminate, and Permittee's rights to operate under such permit shall cease until Permittee files additional insurance as provided herein. Permittee shall maintain said

insurance for a period no less than five (5) years after drilling and/or production operations cease at any and all Well sites.

(c) Permittee shall be responsible for any and all damage that arises as a result of Permittee's drilling or production activities. Permittee shall promptly restore the streets, sidewalks and other public property of the city, which may be disturbed or damaged in the operations, to their former condition as determined by the city. Permittee shall promptly clear all premises of all litter, trash, waste, and other substances used, allowed or occurring in the drilling or production operations, and shall, after abandonment, grade, level and restore such property to the same surface condition, as nearly as possible, as existed when operations for the drilling of the Well or Wells were first commenced. If Permittee fails to restore any damage resulting from Permittee's activities and/or clean such premises, the city may conduct any and all repair and/or cleanup required to restore the premises and/or surrounding property the city finds is necessary. The city shall charge any costs of such cleanup or restoration to Permittee and Permittee shall promptly pay such costs. The city may revoke any and all of Permittee's outstanding permits and/or pursue any remedy available to the city by law if Permittee fails to provide payment for such costs. Permittee shall indemnify and hold the city harmless from any and all liability resulting from or attributable to the granting of such permit.

Sec. 8.07.005 Penalties

It shall be unlawful and an offense for any person to violate or neglect to comply with any provision hereof, irrespective of whether or not the verbiage of each section hereof contains the specific language that such violation or neglect is unlawful and is an offense. Any person who shall violate any of the provisions of this article, or any of the provisions of a drilling and operating permit issued pursuant hereto shall be deemed guilty of a misdemeanor and shall, on conviction thereof, be fined in accordance with state law designating the penalty for a violation of an ordinance that governs fire safety or public health and sanitation; and the violation of each separate provision of this article, and of such permit shall be considered a separate offense, and each day's violation of each separate provision thereof shall be considered a separate offense.

Sec. 8.07.006 Cease and desist order; revocation or suspension of permit; appeal

(a) Cease and desist order. If, at any time, any operator is in violation of any of the provisions of this article, the City Manager may order compliance and set a reasonable period of time for same. If compliance is not obtained within the time period specified, the City Manager shall

order, in writing, the operator to cease and desist operation of the Well immediately. The operator shall immediately comply with the order of the City Manager to cease and desist and shall not resume any operation at the site affected unless and until the written approval of the City Manager is obtained.

(b) Grounds for suspension or revocation of permit. The City Manager may, in writing, with ten (10) days' notice, suspend or revoke any permit issued under the provisions of this article upon finding any of the following:

(1) A Permittee has failed, neglected or refused to perform, comply with and abide by any of the conditions of the permit;

(2) That Permittee has failed or neglected or refused to comply with or abide by or has in any way violated any of the provisions of this article, or of any other ordinance of the city, or any other law, rule, order or regulation either directly or indirectly, by reason of or in connection with or incidental to his conduct of oil operations;

(3) If Permittee shall have made any willful misrepresentation of facts in any application for any such permit, or in any record required by this article to be filed or furnished by Permittee;

(4) Failure to comply with a cease and desist order issued by the City Manager.

(c) Effect of suspension or revocation of permit. No person shall carry on any operations performed under the terms of any permit during any period of permit suspension or revocation, or pending a judgment of the court upon any application for writ taken to review the decision or order of the city in suspending or revoking such permit; provided, however, that nothing therein contained shall be construed to prevent the performance of such operation as may be necessary in connection with a diligent and bona fide effort to cure and remedy the default, or violation for which the suspension or revocation of the permit was ordered, or such operation as necessary for the safety of persons or as required by the City Council.

(d) Appeals. Any person or entity whose oil and gas permit has been revoked may, within thirty (30) days of the decision of the City Manager, file a written appeal to the City Council in accordance with the following procedure:

(1) The City Council shall have and exercise the power to hear and determine appeals where it is alleged there is error or abuse of

discretion regarding the revocation of any permits issued hereunder as provided by this article.

(2) An appeal shall be in writing and shall be filed in triplicate with the City Manager. The grounds for appeal must be set forth specifically and the error described by the appellant.

(3) The City Manager shall transmit to the City Council all papers involved in the proceedings. In addition, the City Manager shall make and transmit to the City Council such supplementary reports as may be deemed necessary to present the facts and circumstances of the case. Copies shall be mailed to the appellant prior to the hearing.

(4) The City Manager shall place the matter on the agenda of a regularly scheduled City Council meeting for hearing and give notice by mail of the time, place, and purpose thereof to appellant, and any other party who has requested in writing to be so notified. No other notice need be given; provided, however, that the hearing shall not take place any sooner than ten (10) days after notice has been sent to the appellant.

Sec. 8.07.007 Unitization encouraged

Voluntary unitization is encouraged in order to allow the efficient recovery of oil and gas by the owner or lessee of an interest in oil and gas beneath a tract of land in the City of Lubbock, Texas, and to prevent the safety problems of multiple Well drilling.

Sec. 8.07.008 Oil and Gas Advisory Review Committee

(a) Official Designation. There is hereby created and established a city oil and gas advisory committee to be officially designated as the "City of Lubbock Oil and Gas Advisory Review Committee," hereinafter referred to as the "ARC".

(b) Composition; appointment and terms of members. The ARC shall be composed of nine (9) members, of which shall include one (1) Petroleum Engineer, one (1) member of the Lubbock Water Advisory Commission, one (1) Oil and Gas Industry Operator, one (1) member of the City of Lubbock Board of Health, and five (5) members appointed from the community at-large. Each member of the Committee shall be a resident citizen of the City of Lubbock. The City Council shall appoint all members to the board, and the City Council shall select and name the chairperson of the Committee.

(c) Ex-officio members. The City Manager or designated representative shall be an ex-officio member of the ARC, without voting privileges, and shall act in an advisory capacity to the board.

(d) Meetings. The ARC shall meet in accordance with the provisions of this article or at the request of the City Council in order to:

(1) Coordinate the review of an oil and gas Well permit application to the City of Lubbock in accordance with the terms of this article; or

(2) Conduct a thorough analysis of the current methods of exploration, development, and production of oil and gas within the City of Lubbock, Texas, and make detailed recommendations to the City Council of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis.

(e) Quorum; voting. A quorum shall consist of at least fifty (50) percent of the nonvacant committee positions. A motion may be adopted only if it receives the votes of at least a majority of the members present at a properly called meeting where there is a quorum present.

(f) Powers and duties. The ARC shall constitute an advisory board to the City Council, with power to hold hearings in the city and to consider and make recommendations to the City Council in writing, from time to time, on any and all matters pertaining to a permit application for oil and gas exploration, development, and production within the city limits of the City of Lubbock under this article. The role of this committee shall be to assist the City of Lubbock and the City Council with the review of oil and gas Well permit applications for: (1) technical compliance with this article, and (2) administrative completeness. The committee may also recommend additional conditions for the permit to the City Council for approval. The committee shall be subject to the Texas Open Meetings Act and shall serve at the will of the City Council. The committee shall not be classified as a department, agency, or political subdivision of the City.

(g) Conflict of interest. A board member is subject to the provisions of Chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest of officers of local governments.

Secs. 8.07.009–8.07.030 Reserved

Division 2. Permit

Sec. 8.07.031 Required; issuing authority

(a) It shall be unlawful and an offense for any person to prepare any site, to commence to drill, or to operate any oil and/or gas Well within the city limits prior to the City Council consideration and without a permit issued by the City Manager for the site preparation, drilling, and the operation of such well-being approved by the authority of the City Council in accordance with the terms of this article.

(b) It shall be unlawful to drill or rework a Well for disposal or injection of salt water or other impurities brought to the surface during the operation of an oil and/or gas Well or for secondary and/or tertiary recovery operations within the corporate limits of the city without first obtaining a permit in accordance with state law.

Sec. 8.07.032 Standards

(a) In all cases where the applicant for a permit under this division has fifty (50) percent or more of the acreage in the proposed production unit under Lease which Lease or Leases were executed on or before May 13, 1982, and the application is filed with the City Manager on or before May 14, 1984, the following standard shall apply:

No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is nearer than one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured the written permission of the owner or owners thereof and no crude oil storage tank or tanks shall be erected or maintained within one hundred fifty (150) feet of any residence or commercial building without the applicant having first secured written permission of the owner or owners thereof.

The burden of proving that leases were executed on or before May 13, 1982, shall be upon the applicant. The applicant may discharge this burden in the following manner:

(1) Submit a sworn affidavit with the application listing the leases that are filed of record in the office of the county clerk making reference to the volume and page number where said leases are on file.

(2) A true and correct copy of a Lease showing the date of execution and acknowledgement shall be filed with the application for leases that have not been filed of record in the office of the county clerk.

(b) All drill sites that do not meet the requirement in subsection (a) above shall be subject to the following conditions and standards:

(1) No oil or gas Well shall be located closer than six hundred (600) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field, or an existing domestic fresh water well, or property zoned or proposed by the Lubbock Comprehensive Plan as residential or commercial, without the applicant first having secured the written permission of the owner/owners thereof;

(2) No facility for the purpose of storing hydrocarbons shall be located closer than one thousand (1,000) feet of an existing residential structure, or an existing commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center, or public athletic field; and

(3) If the written consent of all of the real property owners cannot be secured, the City Council may approve a permit in accordance with this article.

(c) Continuing maintenance of all landscape materials required by this article or the City Council shall be the responsibility of the Permittee.

(d) Any written permission required herein shall be provided as part of the permit application.

(e) An oil and gas Well permit does not create a property interest or a vested right in the Permittee. This article of the Code of Ordinances, City of Lubbock, Texas, creates no property interest or right of entitlement of any kind.

Sec. 8.07.033 Application; filing fee; required information

Each application shall be presented in the format most recently approved by the City Council. Every application for a permit to drill and operate a Well shall be in writing, signed by the applicant or by some person duly authorized to sign on his behalf, and it shall be filed with the City Manager and be accompanied with a filing fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. A separate application must be filed by each applicant for each Well to be drilled and operated. Each application shall include the following information in full:

(1) The date of the application;

- (2) Name of the applicant;
- (3) Address of the applicant;
- (4) For the parcel of property where the Well is drilled:
 - (A) Proposed name of Well;
 - (B) Name and address of surface owner;
 - (C) Name and address of mineral rights owner;
 - (D) Name and address of mineral Lease owner; and
 - (E) Legal description of the site for the Well (plat description or metes and bounds bearings).
- (5) Type and height of the pump jack or pump equipment proposed for producing the Well;
- (6) Proposed depth of the Well and name of the geologic formation as used by the RRC;
- (7) A legal description of the production unit. Any property recorded by plat should reference subdivision, block and lot numbers;
- (8) A true and correct copy of the Plat Survey filed with the RRC as part of the drilling permit application for the subject Well;
- (9) An accurate map or drawing at a scale of 1/300 or greater to indicate the exact location of the proposed flow line(s) to storage facilities and shall indicate the exact location of such storage facilities on the map;
- (10) The following, including exact acreage and if within a plat approved by the Lubbock Planning and Zoning Commission, provide the subdivision name, block and lot number, and:
 - (A) Ownership of surface acreage for each parcel in the production unit;
 - (B) Ownership of mineral rights for each parcel in the production unit;

- (C) Ownership of surface acreage for each parcel abutting the production unit;
 - (D) Ownership of mineral rights for each parcel abutting the production unit;
 - (E) Name and address of each owner of any parcel of property within three hundred (300) feet of the proposed wellhead; and
 - (F) Name and address of each owner of any parcel of property within one thousand (1,000) feet of the proposed storage facility.
- (11) Alternate location of the Well due to adjacent land uses;
 - (12) Air-pollution and odor-control devices;
 - (13) Noise-control devices;
 - (14) Type of engine for the pump equipment;
 - (15) Height of the pump equipment during production;
 - (16) Fire-control measures at the drill and pump site;
 - (17) Fence or visual screening on the site of pump equipment and storage facilities;
 - (18) Landscaping on the site of pump equipment and storage facilities;
 - (19) Proof of contractual responsibilities of pump site and storage site maintenance;
 - (20) Blowout prevention control;
 - (21) Specific description of safety procedures required at the drill/pump site and the storage site;
 - (22) Special handling/storage of sludge/waste from the drill site;
 - (23) Special disposal of sludge/waste from the drill site;
 - (24) Location of storage facilities;

(25) Ingress/egress of vehicular traffic to the drill site and production site;

(26) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;

(27) Specific proposal for source of water to be used during drilling operation;

(28) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; and

(29) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a Well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the City of Lubbock fire code. This plan shall include a system of alarms to detect the loss of the Well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the City Manager and on-site. Said emergency response plan shall be updated annually.

Sec. 8.07.034 Issuance or refusal to issue

(a) Upon receipt of the completed application, the City Manager shall make a reasonable attempt within ten (10) working days to arrange a conference between the city staff and the applicant. The City Manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application. Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses. Within two (2) working days after the above meeting, the City Manager shall notify the applicant of the proposed ARC meeting date.

(b) Upon the completion of the meeting required in subsection (a), the planning department shall coordinate the review of the application with the ARC.

(c) The ARC meeting shall be conducted in the following manner:

(1) The operator (or pipeline operator, where applicable) shall present overview of the application.

(2) Staff shall present the staff report including applicable regulations.

(3) Following the presentations, time shall be allotted for citizen comments.

(d) No continuance shall be allowed unless in writing. If a continuance is requested, new revisions must be submitted within two (2) weeks of the initial ARC hearing date. Notices to neighborhood associations and property owners as outlined in subsection (a) above, shall be resent with revised information.

(e) The ARC shall submit a written report to the City Council on all permit applications under this article. The report shall include the staff and citizen concerns and any unresolved issues. The ARC shall submit a recommendation to the City Council on all permit applications, including any additional permit conditions as determined necessary by the ARC. The results and recommendations of the ARC shall be sent to the applicant within two (2) weeks following the ARC meeting.

(f) The City Council shall hold a public hearing on all applications for permits to drill oil or gas Wells. Written notice of all such hearings shall be sent by the City Manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas Well and the storage facility. Such notice is to be given not less than ten (10) days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a newspaper of general circulation in the City of Lubbock at least fifteen (15) days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The City Council may approve a permit for the drilling and operation of the Well described in the application. The City Council may designate such additional conditions concerning installation, operation, and maintenance of the proposed Well site and/or storage facility, including but not limited to the following:

(1) Alternate location of the Well due to adjacent land uses;

- (2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;
- (3) Noise-control devices;
- (4) Type of engine for the pump equipment;
- (5) Height of the pump equipment during production;
- (6) Fire-control measures at the drill and pump site;
- (7) Fence or visual screening on the site of pump equipment and storage facilities;
- (8) Landscaping on the site of pump equipment and storage facilities;
- (9) Proof of contractual responsibilities of pump site and storage site maintenance;
- (10) Blowout prevention control;
- (11) Specific description of safety procedures required at the drill/pump site and the storage site;
- (12) Special handling/storage of sludge/waste from the drill site;
- (13) Special disposal of sludge/waste from the drill site;
- (14) Location of storage facilities;
- (15) Ingress/egress of vehicular traffic to the drill site and production site;
- (16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;
- (17) Specific proposal for source of water to be used during drilling operation;
- (18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or
- (19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or

producing of a Well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the City of Lubbock fire code. This plan shall include a system of alarms to detect the loss of the Well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the City Manager and on-site. Said emergency response plan shall be updated annually.

(g) Each permit issued under this article shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;

(2) Specify the Well location with lot number, block number, name of addition or subdivision, or other available correct legal description;

(3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the Permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the Well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the Permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such Well;

(4) Contain and specify such conditions as are by this article authorized and such conditions that the City Council may designate in accordance with this section; and

(5) Specify the total measured depth and the true vertical depth to which the Well may be drilled. The true vertical depth may not exceed the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code.

(h) Such permit, in triplicate originals, shall be signed by the City Manager, and prior to delivery to the Permittee shall be signed by the Permittee (with one original to be retained by the City Manager, one filed with the city secretary, and one retained by the Permittee); and when so signed shall constitute the Permittee's drilling and operating license, and contractual obligation of the Permittee to comply with the terms of such permit and the requirements of this article. The director of planning shall keep a map that designates the location of all permitted Wells and production units and the number of the permit for each Well and production unit.

Sec. 8.07.035 Termination

When a permit shall have been issued, the same shall terminate and become inoperative without any action on the part of the city, unless within one hundred eighty (180) days from the date of issuance actual drilling of the Well shall have commenced. The cessation for a like period of the drilling operations or the cessation of the production of oil or gas from the Well after production shall have commenced shall operate to terminate and cancel the permit, and the Well shall be considered as abandoned for all purposes of this article, and it shall be unlawful thereafter to continue the operation or drilling of such Well without the issuance of another permit.

Sec. 8.07.036 Supplemental for deep drilling

(a) Once any Well has either been completed as a producer or abandoned as a dry hole, it shall be unlawful and an offense for any person to drill such Well to a deeper depth than that reached in the prior drilling operations without the Permittee as to such Well obtaining a supplemental permit after filing a current supplemental application with the City Manager specifying:

- (1) The then condition of the Well and the casing therein;
- (2) The depth to which it is proposed such Well be deepened;
- (3) The proposed casing program to be used in the connection with proposed deepening operations; and
- (4) Evidence of adequate current tests showing that the casing strings in such Well currently pass the same tests as are in this article provided for in case of the drilling of the original Well.

(b) In the event the City Council is satisfied that such Well may be deepened with the same degree of safety as existed in the original Well, a

supplemental permit may be issued authorizing the deepening and operation of the Well to such specified depth as applied for upon payment of a supplemental permit fee. The filing fee for the application shall be two hundred fifty dollars (\$250.00), until such time as the City Council adjusts the fee in accordance with the provisions of Section 1.03.004 of this code. In any deeper drilling or any deeper completion of any deeper production operations, the Permittee shall comply with all other provisions contained in this article and applicable to the drilling, completion and operation of a Well or Wells.

Sec. 8.07.037 Drilling in parks, streets, and alleys; obstructions

No Well shall be drilled in any public park established or maintained by the City unless authorized in accordance with state law. No Well shall be drilled and no permit shall be issued for any Well to be drilled at any location which is within any of the streets or alleys of the city, or in a projected highway and street or alley, and no street or alley shall be blocked or encumbered or closed in any drilling or production operation.

Sec. 8.07.038 Conduits on streets and alleys

No Permittee shall make any excavations or construct any lines for the conveyance of fuel, water or minerals, on, under or through the streets and alleys of the city, without express permission of the City Council, in writing, and then only in strict compliance with the ordinances of the city.

Secs. 8.07.039–8.07.070 Reserved

Division 3. Standards and Practices

Sec. 8.07.071 Operations and equipment; best practices; standards

All drilling and operation at any Well performed by a Permittee under this article shall be conducted in accordance with the best practices of the Reasonably Prudent Operator. All casing, valves, and blowout preventers, drilling fluid, tubing, bradenhead, Christmas tree, and wellhead connections shall be of a type and quality consistent with the best practices of such Reasonably Prudent Operator. Setting and cementing casing and running drill stem tests shall be performed in a manner and at a time consistent with the best practices of such reasonably prudent operation. Each Permittee under this article shall observe and follow the recommendations and/or regulations of the American Petroleum Institute and the RRC.

Sec. 8.07.072 Hours of Operation

No construction activities involving excavation of, alteration to, or repair work on any access road or pad site shall occur except between the hours of 7:00 a.m. and 7:00 p.m. Truck deliveries of equipment and materials associated with drilling and/or production, Well servicing, site preparation and other related work conducted on the Well site shall be limited to the hours between 7:00 a.m. to 7:00 p.m. except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production. Fracturing operations and flaring shall be limited to the hours between 7:00 am and 7:00 pm.

Sec. 8.07.073 Derrick and rig; watchman

All engines on any drill site or production equipment shall have adequate mufflers and spark arrestors. No drilling rig or derrick shall remain at the drill site for a period longer than thirty (30) days after completion, abandonment, or reworking of the Well. The Permittee shall keep a watchman or workman on premises at all times from commencement of drilling until the Well is abandoned and plugged or completed as a producer and enclosed with a fence.

Sec. 8.07.074 Pits

(a) Drilling mud, cuttings, liquid hydrocarbons and all other field waste derived or resulting from or connected with the drilling, reworking or deepening of any Well shall be discharged into above ground tanks (closed loop mud system) if the Well bore is located within five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field, or domestic water Well.

(b) Earthen pits may be used in connection with drilling and reworking operations located at a greater distance than five hundred (500) feet of an occupied residential or commercial structure, or an existing church, public or private school, hospital, nursing home, college or university, daycare center or public athletic field or domestic water well. Any earthen pits shall, as a minimum requirement, be lined with six (6) inches of bentonite clay and a plastic liner of eight (8) mil thickness. Such tanks or pits and contents shall be removed from the premises and the drilling site within thirty (30) days after completion of the Well. Removal of the tanks or pits and contents shall be accomplished in such a manner as will preclude any possible contamination of underground and percolating water.

Sec. 8.07.075 Cleanliness and sanitation

The premises of the drill site and the storage facility for production from the Well under this application/permit shall be kept in a clean and sanitary condition free from rubbish of every character, to the satisfaction of the City Manager, at all times drilling operations are being conducted, and as long thereafter as oil and/or gas is being produced therefrom. Any litter, trash, or waste shall be cleared from the premises immediately, and any spills shall also be cleared immediately. All production equipment, including, but not limited to, pumping units, storage units, storage tanks, buildings, and structures on the site, shall be painted a neutral color and shall be maintained for appearance at all times. The Permittee shall provide a sign no larger than eighteen (18) inches square and attached to the fence surrounding the Well site, posting the name, address, and telephone number of a party in Lubbock, Texas, responsible for maintaining the site. It shall be unlawful for any Permittee, his agent or employee to permit within the corporate limits of the city any mud, water, waste oil, slush or other waste matter from any slush pit, storage tank, or oil and/or gas Well located within the corporate limits of the city, or from any premises within the city, developed or being developed for oil and/or gas purposes, to escape into the alleys, streets, lots, land or leases within the corporate limits of the city.

Sec. 8.07.076 Mufflers required

Motive power for all operations after completion of drilling operations shall be electricity, or properly muffled gas, gasoline or diesel engines.

Sec. 8.07.077 Storage tanks, separators

(a) It shall be unlawful and an offense for any person to use, construct or operate, in connection with any producing Well within the city limits, any crude oil storage tanks or produced water tanks, except to the extent of two (2) low-type steel tanks for oil storage, not exceeding five hundred (500) barrels' capacity each and so constructed and maintained as to be vaportight with appropriate safety or pressure release devices and level control devices. A Permittee may use, construct and operate a steel conventional separator, and such other steel tanks and appurtenances as are necessary for treating oil with each of such facilities to be so constructed and maintained as to be vaportight. Each oil, gas separator shall be equipped with both a regulation pressure relief safety valve and a bursting head. All such tanks shall be placed upon a suitable earth or concrete pad and shall be equipped with lightning arrestor systems.

(b) The tank or tanks shall be enclosed with a conventional type fire wall constructed of compacted earth; sufficient water shall be used during the fire wall construction to assure adequate compaction.

(c) The fire wall enclosing the tanks shall have a minimum capacity equal to two (2) times the volume of the tanks enclosed. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks.

(d) The top or crown of the fire wall shall have a minimum height of three (3) feet above normal ground elevation.

(e) The tanks shall be recessed within the fire wall enclosure to such depth that will assure them being practically "sight clear" when viewed from without the fenced enclosure.

(f) The separators shall be installed for operation in a horizontal or vertical position, height not to exceed ten (10) feet above tank level.

(g) Any oil or gas produced may be transported outside of the city limits by underground pipelines.

(h) Each storage tank and/or separator shall be enclosed by a substantial cyclone fence a minimum of eight (8) feet in height and properly built so as to ordinarily keep persons and animals out of the enclosure, with all the gates thereto to be kept locked when the Permittee or his employees are not within the enclosure.

(i) Any site that produces more than one barrel of condensate per day shall install a vapor recovery unit on the site.

Sec. 8.07.078 Fences

Any person who completes any Well as a producer shall have the obligation to enclose such Well, together with its surface facilities, by a substantial cyclone fence sufficiently high and properly built so as to ordinarily keep persons and animals out of the enclosure, with all gates to be kept locked when the Permittee or his employees are not within the enclosure.

Sec. 8.07.079 Nuisances; best practices

All oil operations, drilling and production operations shall be conducted in such a manner as to eliminate, as far as practicable, dust, noise, vibration or noxious odors and shall be in accordance with the best accepted practices incident to exploration for, drilling for and production of oil, gas

and other hydrocarbon substances. Proven technological improvements in exploration, drilling and production methods shall be adopted as they become, from time to time, available, if capable of reducing factors of nuisance and annoyance.

Sec. 8.07.080 Fire prevention; escape of gas; burning or flaring gas

(a) No Permittee engaged in the drilling or operation of an oil and/or gas Well within the corporate limits of the city shall permit gas to escape into the air, or flare or burn gas from a torch or any similar means within the corporate limits of the city; provided, gas may be burned for a limited time when necessary to complete an oil and/or gas Well upon the original completion or upon the recompletion of workover jobs upon oil and/or gas Wells, so long as the same does not constitute a fire hazard to the property of others within the vicinity of such oil and/or gas Well. Such vent or open flame shall be screened with a flare bonnet or other similar device in such a way as to minimize detrimental effects to adjacent property owners. Operator shall provide notice to the Fire Marshal prior to any open flaring. No gas may be flared between the hours of 7:00 p.m. and 7:00 a.m., except in case of an emergency.

(b) All material safety data sheets (MSDS) for all hazardous materials that will be located, stored, transported, and/or temporarily used on the operations site shall be kept on site. All hazardous materials shall be safely stored according to any applicable federal, state, or local laws, rules, and regulations. Adequate firefighting apparatus and supplies, approved by the fire department of the city shall be maintained on the drilling site at all times during drilling and production operations at the operator's cost. The operator shall be responsible for the maintenance and upkeep of such equipment. Each Well shall be equipped with an automated valve that closes the Well in the event of an abnormal change in operating pressure. All Well heads shall contain an emergency shut-off valve to the Well distribution line. Emergency personnel must have access to the site. All machinery, equipment, and installations on all drilling sites within the city limits shall conform with such requirements as may from time to time be issued by the fire department of the city.

(c) The fire marshal shall receive written notice from the applicant a minimum of one (1) week prior to commencing active drilling, and notified again upon termination of drilling activities. The applicant shall provide a copy of such notice to the City Manager a minimum of one (1) week prior to commencing active drilling, and upon termination of drilling activities.

(d) If required by the RRC, equipment for the monitoring of hydrogen sulfide ("H₂S") gas shall be used during drilling.

(e) Within sixty (60) days after completion, and annually thereafter, operator shall submit to the City Manager results of testing to determine the concentration of H₂S produced from the Well. If the results of the H₂S testing proves to be 100 PPM H₂S or greater, the operator is responsible for determining the 100 PPM H₂S radius of exposure for each Well and production facility. Wells and facilities where the concentration of H₂S is equal to or greater than 100 PPM will be considered "Sour." Safety systems described herein must be approved by the fire marshal.

(1) The following safety alarms and equipment are required at the Well site of all Wells that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for "Sour" Wells whose 100 PPM H₂S radius of exposure is greater than fifty (50) feet:

(A) H₂S monitors located along the fencing;

(B) Automated audible alarms to provide warnings for a substantial drop in pressure or for the presence of H₂S in concentrations greater than 100 PPM;and

(C) Automated valve to shut-in production from the Well if a substantial drop in pressure or if the presence of H₂S in concentrations greater than 100 PPM is detected.

(2) The following safety alarms and equipment are required at Sour tank battery facilities that are capable of producing at an average rate sustained over a three-month period of at least 125 barrels of oil per day and/or 300 MCF of gas per day and for Sour Wells whose 100 PPM H₂S radius of exposure is greater than fifty (50) feet:

(A) H₂S monitors located along the fencing;

(B) Automated audible alarm to provide warnings for the presence of H₂S in concentrations greater 100 PPM; and

(C) An electrical device capable of shutting down power to all "Sour" Wells producing into the battery in the event H₂S in concentrations great than 100 PPM is detected.

Sec. 8.07.081 Salt water disposal

(a) Unless otherwise permitted by law, salt water disposal Wells shall not be allowed or permitted within the corporate limits of the city.

(b) Permittee shall make adequate provisions for the disposal of all salt water or other impurities which he may bring to the surface. Such disposal shall be made in such manner as to not contaminate the fresh water supply, present or prospective, or to injure surface vegetation. The Permittee shall promptly restore or make restitution for any damage caused by the Permittee, intentional or accidental, of the water supply or surface vegetation at and adjacent to the drill site or oil/gas storage site.

Sec. 8.07.082 Water Well testing

(a) At the written request of a surface owner to the Permittee, a third party contractor shall collect and analyze a pre-drilling, a post-drilling, and a post-fracturing water analysis from any existing fresh water wells within three hundred (300) feet of an oil and gas Well. The cost of such analysis fees and charges assessed by the third party contractor shall be borne by the Permittee.

(b) Well samples shall be collected and analyzed prior to any drilling activity to document baseline water quality data of the well. A post-drilling sample shall be collected and analyzed after the conclusion of drilling of each well. A post fracturing sample shall be collected and analyzed after the conclusion of each fracturing operation.

Sec. 8.07.083 Abandonment; plugging; precautionary measures

Whenever any Well is abandoned, it shall be the obligation of the Permittee and the operator of the Well to set a three hundred eighty-five (385) foot cement plug in the bottom of the surface casing with the bottom of the plug one hundred (100) feet below the surface casing section, and the top of the plug one hundred (100) feet above the surface casing section; and to set a fifty-foot cement plug in the top of the surface casing. No surface or conductor string of casing may be pulled or removed from a Well. During initial abandonment operations it shall be the obligation of the Permittee and the operator of the Well to flood the Well with mud-laden fluid weighing not less than ten (10) pounds per gallon, and the Well shall be kept filled to the top with such mud-laden fluid at all times. Mud-laden fluid of the above specifications shall be left in the Well bore below and between cement plugs. Any additional provisions or precautionary measures prescribed by the State of Texas, in connection with the abandonment and plugging of a Well, shall be complied with by the Permittee. The Well site shall be restored to the original condition of the land, including any displaced landscaping and topsoil.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

SECTION 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.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ___ day of _____, 2015.

Passed by the City Council on second reading this ___ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Ordinance - Amending Article 8.07 Oil and Gas 3.12.15



Regular City Council Meeting

5. 20.

Meeting Date: 03/12/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution of the proposed annexation of approximately two hundred twenty-three acres of land out of Sections 37 and 38, Block D, L. and S. V. RR Survey and Section 36 Block A, Lubbock, County, Texas; authorizing public hearings on the proposed annexation; authorizing and directing the publication of the notice of such public hearings; and directing the Planning Department to prepare a service plan for the area the City intends to annex into the City limits.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Railport

Map - Exhibit A

RESOLUTION

A RESOLUTION CONSIDERING THE PROPOSED ANNEXATION OF APPROXIMATELY TWO HUNDRED TWENTY-THREE (223) ACRES OF LAND OUT OF SECTIONS 37 AND 38, BLOCK D, L. & S.V. RR SURVEY AND SECTION 36 BLOCK A, LUBBOCK COUNTY, TEXAS; AUTHORIZING PUBLIC HEARINGS ON THE PROPOSED ANNEXATION; AUTHORIZING AND DIRECTING THE PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARINGS; AND DIRECTING THE PLANNING DEPARTMENT TO PREPARE A SERVICE PLAN FOR THE AREA THE CITY INTENDS TO ANNEX INTO THE CITY LIMITS.

WHEREAS, the City of Lubbock, Texas, intends to commence annexation proceedings related to a tract of land north of FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L. & S.V. RR Survey, Lubbock County, Texas, to be more particularly described by the metes and bounds as the property is annexed, and illustrated by the map attached as Exhibit A, ("the Property"); and

WHEREAS, the City finds that the Property to be considered for annexation is exempt from the requirements of a municipal annexation plan in accordance with Texas Local Government Code §43.052(h); and

WHEREAS, the Property was appraised for ad valorem tax purposes as land for agricultural use under Chapter 23 of the Texas Tax Code, and, in accordance Texas Local Government Code §43.035, the City may not annex without first offering a development agreement with the landowner under Texas Local Government Code §212.172; and

WHEREAS, on February 6, 2015, a Development Agreement was mailed to the landowner of the Property, the Lubbock Economic Development Alliance ("LEDA"), and on February 9, 2015, the City received a written response from LEDA rejecting the Development Agreement; and

WHEREAS, the purpose of the annexation is to bring the subject property into the City of Lubbock limits, and provide an equivalent level of City services to the property; and

WHEREAS, it is necessary that the City's Planning Department prepare a service plan that provides for the extension of full services to the area proposed for annexation in accordance with Texas Local Government Code §43.065;

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

SECTION 1. THAT in accordance with rules and procedures outlined in Chapter 43, Subchapter C-1 of the Texas Local Government Code, the City Council is considering a proposed annexation of the Property described in Exhibit A by the City of Lubbock, Texas. Said

Exhibit A 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.

SECTION 2. THAT in accordance with Texas Local Government Code §43.063, the City Council of the City of Lubbock will hold two Public Hearings giving all interested persons the right to appear and be heard on the proposed annexations by the City of the Property described in Exhibit A.

SECTION 3. THAT prior to the Public Hearings authorized in Section 2, the Planning Department of the City of Lubbock is hereby authorized and directed to cause notice of each Public Hearing to be published both on the City's Internet website and once in a newspaper having general circulation in the City of Lubbock not more than twenty (20) days, nor less than ten (10) days, prior to the date of each Public Hearing, in accordance with Texas Local Government Code §43.063(c).

SECTION 4. THAT the Planning Department of the City of Lubbock shall prepare a service plan in accordance with Texas Local Government Code §43.056, providing for the extension of municipal services to the Property described in Exhibit A.

SECTION 5. THAT the Planning Department shall cause to be prepared any necessary survey instruments and related documents to describe the proposed annexation area illustrated on Exhibit A.

Passed by the City Council on this _____ day of March, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



APPROVED AS TO FORM:





Laura Pratt, Assistant City Attorney

Resolution - InvAnnexation Service Plan Railport
2.25.15



Legend

-  Lubbock City Limits
-  Future Annexation

UTAH ST

D-38

ASH AV

INSURANCE ST

DREW ST

A-36





Regular City Council Meeting

6. 1.

Meeting Date: 03/12/2015

Information

Agenda Item

Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.