City of Lubbock, Texas
Regular City Council Meeting
Tuesday, May 25, 2021

Daniel M. Pope, Mayor
Steve Massengale, Mayor Pro Tem, District 4
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Randy Christian, Councilman, District 5
Latrelle Joy, Councilwoman, District 6

W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us
Internet/Video Link: https://zoom.us/j97566060796 or
Teleconference Phone #s: U.S.: +1-346-248-7799; +1-312-626-6799; +1-646-558-8656; +1-669-900-9128
+1-253-215-8782; +1-301-715-8592; Enter ID#: 975 6606 0796

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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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.

Pursuant to the Executive Orders of Governor Abbott, and other authority provided by the Texas Attorney General, the City Council will convene in-person and via video and/or teleconference. If the Executive Orders of Governor Abbott are amended and prohibit the use of video and/or teleconference access to the meeting, the meeting will be held in-person only.

1:30 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

1. 1. Presentation and Discussion regarding the City's Neighborhood Traffic Management Program

1. 2. FY 2020-21 Sales Tax Update and Discussion

1. 3. Update and Discussion regarding transition to Electric Reliability Council of Texas (ERCOT)

At the completion of the Work Session, City Council recesses into Executive Session.

2. **Executive Session**

2. 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.

2. 1. 1. Texas Department of Transportation (TxDOT) Turnover Program

2. 1. 2. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site

2. 1. 3. *Planned Parenthood of Greater Texas Surgical Health Services, et al v. City of Lubbock, Texas*, Case No.5:21-cv-114 in the United States District Court for the Northern District of Texas, Lubbock Division

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code Section 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 matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

2. 2. 1. Power Purchase Agreements

2. 2. 2. Legal issues regarding customer choice and Texas Utilities Code, Chapter 40

2. 2. 3. Federal Energy Regulatory Commission, Docket Nos. ER 16-1341. EL 17-2, and EL 18-9, related to SPP attachment Z2

2. 2. 4. Legal advice and counsel regarding matters identified in Section 2.4(a)-(f) of this agenda

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

2. 3. 1. Texas Department of Transportation (TxDOT) Turnover Program

2. 3. 2. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site

2. 4. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;

- Discuss and deliberate purchased power matters.

d) risk management information, contracts, and strategies, including fuel hedging and storage;
e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other

than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 5. 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 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 herein above.

2. 5. 1. Project Basil

Adjourn from Executive Session

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

3. **Ceremonial Items**

3. 1. Invocation

3. 2. Pledges of Allegiance

3. 3. **Board Recognitions:**

Capital Improvements Advisory Committee
Chris Berry

Public Transit Advisory Board
Sandra Chatham
Jo Ann Lea

Veterans Advisory Committee
Daniel Baze

Call to Order

4. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on May 25, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, no later than 2:00 p.m. on May 25, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be**

referred to an appropriate member of the City staff for a response.

Public Hearings - Any person wishing to speak at a posted public hearing (Items 7.1 - 7.8) may do so via Zoom by using the "Raised Hand" feature. When utilizing Zoom through a telephone, press *9 to "raise your hand" and you will be placed in the queue.

5. **Minutes**

5. 1. April 27, 2021 Regular City Council Meeting

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

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0053, Amendment 21, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for Fleet Capital Improvements.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0054, Amendment 22, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of customer service and payment equipment.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0055, Amendment 23, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Capital Budget; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2021-O0056, Amendment 24, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund for the addition of one full-time position in Human Resources.

6. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 25, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to amend full-time equivalent (FTE) positions in Animal Services, providing for filing; and providing for a savings clause.

6. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 26, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Treasury.

6. 7. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 27, amending the FY 2020-21 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance and Market Lubbock, Inc. - Visitors Bureau.

6. 8. **Budget Ordinance Amendment Single Reading - Finance:** Consider Budget Ordinance Amendment 28, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for repairs to the City of Lubbock Utilities Customer Service Center (UCSC).

6. 8. 1. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract No. 15924 with Lee Lewis Construction, Inc., for the repair of Citizens Tower and Utilities Customer Services Center (UCSC) damaged by the flood event of March 12, 2021.

6. 9. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims in a claim involving damage to City property, as set forth in *City of Lubbock v. Christman Cable*, Cause No. 2019-537,840 in the 72nd Judicial District Court, Lubbock County, Texas.

6. 10. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a 15-foot alley located in Block 1, Hewett Addition, Lubbock County, Texas.

6. 11. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 6 to Professional Services Contract 12113, with Halff Associates, Inc., for the Stormwater Master Plan.

6. 12. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 15282, with Freese and Nichols, Inc., for providing engineering services for the design of the Downtown Sanitary Sewer Line Improvements Project and Major Sewer Line Condition Assessment and Repair.

6. 13. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15841, with West Texas Paving, Inc., for construction services associated with the Wausau Avenue Paving Project, from the Marsha Sharp Freeway to 82nd Street.

6. 14. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute Contract 15796, with Asplundh Tree Expert, LLC, for services related to removal of nuisance branches and trees from City rights-of-way.

6. 15. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute four Memorandums of Understanding (MOU) through the City of Lubbock Health Department with Lamb County LEAF - Hooked on Hope, Family Support Services of Amarillo, Cenikor Foundation, and Hub City Outreach Center, for participation in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment service, information, and resources within Region 1, and related documents.

6. 16. **Resolution - Public Health Services:** Consider a resolution ratifying the act of the Mayor in executing Amendment No. 3 to Contract No. HH000771000001, under the Public Health Emergency Preparedness Cooperative Agreement, with the Texas Department of State Health Services (DSHS).

6. 17. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Contract No. HHS00102760001, under the Regional Local Services System/Local Public Health Services Grant Program, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (DSHS), to improve and strengthen local public health infrastructure.

6. 18. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15920 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG).

6. 19. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15922, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Emergency Solutions Grant (ESG).

6. 20. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Contract 15921 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Home Investment Partnerships Grant (HOME).

6. 21. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract No. 15789, with Lee Lewis Construction, Inc., for construction of the Lubbock Police Department Headquarters Facility.

6. 22. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001502, with CDW Government, Inc., for the purchase of the Mimecast Email Management System, Security with Threat Protection, as well as training and migration services.

6. 23. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 31059219, with Randall Reed's Prestige Ford, for the purchase of two mid-size SUVs for the Lubbock Police Department.

6. 24. **Resolution - Lubbock Power & Light:** Consider an ordinance to amend Section 22.02.103 of Title I, Chapter 22, Article 22.02, Division 3, of the Lubbock Code of Ordinances, to permit Lubbock Power & Light to update the fee structure for recovery of the cost of providing underground electric distribution service as part of the annual review and approval of the LP&L Electric Rate/Tariff Schedule.

7. **Regular Agenda**

7. 1. **Public Hearing - Planning:** Consider a request for Zone Case 1788-F, a request of McDougal Realtors for Lubbock Prosperity, L.P., for a zone change from General Retail District (C-3) to General Retail District (C-3) Specific Use for a Blood Plasma Center, at 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H, and consider an ordinance.

7. 2. **Public Hearing - Planning:** Consider a request for Zone Case 2909-E, a request of Callaway Architecture for S&S Commercial Properties, LTD, for a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM) at 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36, and consider an ordinance.

7. 3. **Public Hearing - Planning:** Consider a request for Zone Case 2984-M, a request of Centerline Engineering & Consulting, LLC, for 34th & Upland Affordable Storage, Inc. and 87th Street Partners, LLC, for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38, and consider an ordinance.

7. 4. **Public Hearing - Planning:** Consider a request for Zone Case 2985-C, a request of Seventeen Services, LLC for Edge Construction, for a zone change from Garden Office (GO) to Apartment Medical (AM) at 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A, and consider an ordinance.

7. 5. **Public Hearing - Planning:** Consider a request for Zone Case 3050-G, a request of AMD Engineering, LLC for Lubbock Land Investments IV, LP, for a zone change from Single Family District (R-1) Specific Use to Two-Family District (R-2), generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

7. 6. **Public Hearing - Planning:** Consider a request for Zone Case 3431, a request of Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc., for a zone change from Transition (T) to General Retail District (C-3) with a Specific Use for Self-Storage Facilities, at 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5, and consider an ordinance.

7. 7. **Public Hearing - Planning:** Consider a request for Zone Case 3432, a request of Dwain Lane for Carolyn Lane Musgrave, for a zone change from Commercial District (C-4) and Local Retail District (C-2) to (C-4) with a Specific Use for a Dance Hall, at 1801 19th Street, and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, and consider an ordinance.

7. 8. **Public Hearing - Planning:** Consider a request for Zone Case 3433, a request of AMD Engineering, LLC for Baxter Trusts, for a zone change from Transition (T) to Restricted Local Retail District (C-2A), generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

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

Meeting Date: 05/25/2021

Information

Agenda Item

Hold an executive session in accordance with V.T.C.A. Government Code Section 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 matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code:

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

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

Meeting Date: 05/25/2021

Submitted By: Courtney Paz, City Secretary

Information

Summary

Board Recognitions:

Capital Improvements Advisory Committee
Chris Berry

Public Transit Advisory Board
Sandra Chatham
Jo Ann Lea

Veterans Advisory Committee
Daniel Baze

Attachments

No file(s) attached.

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

Meeting Date: 05/25/2021

Information

Agenda Item

April 27, 2021 Regular City Council Meeting

Attachments

4.27.2021

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
April 27, 2021
2:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of April, 2021, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference at 2:00 p.m.

2:06 P.M. CITY COUNCIL CONVENED
City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference

Present: Mayor Daniel M. Pope; Mayor Pro Tem Steve Massengale; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Jeff Griffith; Council Member Latrelle Joy; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.1-1.2; Executive Session; 3.1-3.3.1; Citizen Comments 4; 5,1; 6.1-6.21; 7.1-7.3; 7.5-7.8; 7.4; 7.9-7.11.*

1. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.

1. 1. City Branding

Sidney Hopper, chair of the City Branding campaign committee; and Becky Palmer, co-chair of the City Branding campaign committee, gave a presentation on the Lubbock Chamber of Commerce's City Branding campaign; the proposal process and timeline; the consulting firm selected to assist, Civic Brand; the current status of the project and expected results; and answered questions from City Council. Mr. Hopper also introduced Grace Hernandez, Clark Lambert, Beth Lawson, Kay McDowell, Brad Moran, Corey Powell, Eddie Schulz, and Craig Wells, who are members of the City Branding campaign committee.

1. 2. Police Department Update on Crime Statistics

Jarrett Atkinson, city manager, introduced the item. Neal Barron, assistant chief of police, gave a presentation on crime statistics in Lubbock and answered questions from City Council. Topics discussed included: crimes against persons; property crimes; current partnerships with state and federal agencies; and proactive actions being taken by the Lubbock Police Department to combat crime.

At the completion of the Work Session, City Council recesses into Executive Session.

2. Executive Session

The meeting recessed at 3:06 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 3:37 p.m. to adjourn the Executive Session.

2. 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.

2. 1. 1. Legal advice and counsel regarding matters identified in Item 2.3(a)-(f) of this Agenda

2. 1. 2. Claims related to alleged property damage occurring on or about May 30, 2019

2. 1. 3. Real Property Acquisitions and Processes

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

2. 2. 1. Electric Utility Easements

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086, to discuss and deliberate, on the following competitive matters of Lubbock Power & Light, reasonably related to the following categories:

a) generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
b) bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
c) effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
d) risk management information, contracts, and strategies, including fuel hedging and storage;
e) plans, studies, proposals, and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider);
- Resolution No. 2021-R0142 regarding the construction of electric transmission infrastructure, and real estate acquisitions regarding same, ordered integrated into ERCOT.

f) customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 4:42 p.m.

3. Ceremonial Items

3. 1. Invocation

Pastor Jake Maxwell, Second Baptist Church, led the invocation.

3. 2. Pledges of Allegiance

Pledges of Allegiance, to the United States and Texas Flags, were led by Mayor Pro Tem Steve Massengale.

3. 3. Proclamations and Presentations

3. 3. 1. Presentation of a Special Recognition honoring the Lubbock Downtown Rotary Club on their 100th Anniversary and their Paul Harris Fellows recognition to Katherine Wells and Dr. Ron Cook

Mayor Daniel M. Pope and Council member Latrelle Joy presented a special recognition honoring the Lubbock Downtown Rotary Club on their 100th Anniversary. Lubbock Downtown Rotary Club President Joe Puckett gave comments and thanked his fellow Rotarians, and the Lubbock community, for their hard work and support throughout the years. Mr. Puckett also presented Katherine Wells, director of public health; and Dr. Ron Cook, local health authority, with the Lubbock Downtown Rotary Club's Paul Harris Fellows recognition; while also recognizing Owen Hamilton, who was in attendance, for his 62 years of service to the Lubbock Downtown Rotary Club.

Call to Order

The meeting was called to order at 5:01 p.m.

4. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear in-person before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m. on April 27, 2021. If a citizen is attending the meeting by video or teleconference, they may submit a citizen comment by email at citizencomments@mylubbock.us, **no later than 2:00 p.m. on April 27, 2021. Submitted comments must include name and address. Each comment will be read aloud for a period of time not to exceed three minutes pursuant to City Council Rules. Citizen Comments is an opportunity for citizens to make comments and express a position on agenda items. Any comment received that is in the nature of asking a question will be referred to an appropriate member of the City staff for a response.**

Public Hearings – Any person wishing to speak at a posted public hearing (Items 7.1 - 7.8) may do so via Zoom by using the "Raised Hand" feature. When utilizing Zoom through a telephone, press *9 to "raise your hand" and you will be placed in the queue.

There were no comments received via email.

Sign ups:

- Adam Hernandez appeared before City Council to speak on Item 7.10 (a resolution expressing Intent to Finance Expenditures to be Incurred for projects recommended by the Future Needs Committee; and a resolution authorizing publication and posting of notices of intention to issue City of Lubbock, Texas Combination Tax and Revenue Certificates of Obligation).

5. Minutes

5. 1. February 22, 2021 Special City Council Meeting - Electric Utility Board
March 23, 2021 Regular City Council Meeting
March 25, 2021 Special City Council Meeting - Joint Meeting with Planning & Zoning Commission

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith, to approve the February 22, 2021 Special City Council Meeting - Electric Utility Board minutes; the March 23, 2021 Regular City Council Meeting minutes; and the March 25, 2021 Special City Council Meeting - Joint Meeting with Planning & Zoning Commission minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Juan A. Chadis, seconded by Council Member Latrelle Joy, to approve items 6.1-6.20.

Vote: 7 - 0 Motion carried

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0040, Amendment 13, amending the FY 2020-21 Budget for municipal purposes respecting the North Overton TIF Operating Fund and the North Overton TIF Capital Fund to appropriate funding for Capital Improvement Project 92593 Roy Furr Pioneer Park.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2021-O0035, Amendment 17, amending the FY 2020-21 Budget for municipal purposes respecting the Airport Capital Fund and the Airport Customer Facility Charge (CFC) Fund to transfer remaining funding from Capital Improvement Projects 8593 Consolidated Rental Car Facility Design and 92508 Consolidated Rental Car Facility Construction from the Airport Capital Fund to the Customer Facility Charge Fund and to appropriate funding for Capital Improvement Project 92619 Construct Federal Inspection Services Facility; providing for filing; and providing for a savings clause.

6. 2. 1. Resolution - Aviation: Resolution No. 2021-R0143 authorizing the Mayor to execute Amendment No. 2 to On-Call Agreement 15200, with RS&H, Inc., for the design, bid, and construction administration of the U.S. Customs Facility at Lubbock Preston Smith International Airport.

6. 3. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2021-O0036, Amendment 18, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the National Association of City and County Health Officials for the VIM-CRPA Demonstration Project Grant and the Vaccine Uptake Grant; and accept and appropriate funding from Texas Health and Human Services for the Immunization Grant; providing for filing; and providing for a savings clause.

6. 3. 1. Resolution - Public Health Services: Resolution No. 2021-R0144 authorizing the Mayor to execute a Modification of Agreement, extending Contract 2019-121601, and providing additional funding for the program, by and between the City of Lubbock acting by and through the City of Lubbock Health Deportment and the National Association of County and City Health Officials, and related documents.

6. 3. 2. Resolution - Public Health Services: Resolution No. 2021-R0145 authorizing the Mayor to execute Amendment No. 2 to Contract HHS000109800001, for the Immunization/Locals (Imm/Locals) Grant Program, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (TDSHS).

6. 4. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2021-O0042, Amendment 19, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Federal Aviation Administration.

6. 5. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2021-O0043, Amendment 20, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services.

6. 6. Ordinance 2nd Reading - Right-of-Way: Ordinance No. 2021-O0037, abandoning and closing a 20-foot alley located between 26th Street and 27th Street, and east of Interstate 27, Blocks 1 and 2, Morning Side Addition, and abandoning and closing a 50-foot portion of street right-of-way located on Lot 14, Block 1, Morning Side Addition, Lubbock, Texas.

6. 7. Ordinance 2nd Reading - Right-of-Way: Ordinance No. 2021-O0038, abandoning and closing two 30-foot Cross Access Easements, located in Tracts A and B, 98th & Milwaukee Office Park Addition.

6. 8. Ordinance 2nd Reading - Right-of-Way: Ordinance No. 2021-O0039, abandoning and closing a portion of a Common Access Easement, located in Tracts A1, A2, and A3, South Lubbock Industrial Park Addition.

6. 9. Ordinance 1st Reading - Right-of-Way: Ordinance No. 2021-O0044, to abandon and close a portion of a sewer line easement, located in Section 25, Block E-2, Lubbock County, Texas.

6. 10. **Resolution - Right-of-Way:** Resolution No. 2021-R0146 authorizing the Mayor to accept on behalf of the City of Lubbock, a Street Dedication Deed of right-of-way from Rocket Partners I, LLC, located in Section 1, Block AK, Lubbock County, Texas.

6. 11. **Resolution - Engineering:** Resolution No. 2021-R0147 authorizing the Mayor to execute Change Order No. 2 to Contract 15243, with Garney Construction, for additional field services related to the Demolition of Pump Station No. 7 and Water Line Replacement.

6. 12. **Resolution - Engineering:** Resolution No. 2021-R0148 authorizing the Mayor to execute Contract 15792, with MH Civil Constructors, Inc., for the construction of Pressure Zone Delineation and Elevated Storage Tank Off-Site Water Lines.

6. 13. **Resolution - Wastewater Utilities:** Resolution No. 2021-R0149 authorizing the Mayor to execute Contract 15726, with Chameleon Industries, Inc., for the purchase of Aluminum Sulfate for the Northwest Water Reclamation Plant.

6. 14. **Resolution - Wastewater Utilities:** Resolution No. 2021-R0150 in support of Texas Tech University's efforts to obtain grant funding for a National Science Foundation (NSF) Engineering Research Center (ERC), called the Center for Advancing Sustainable and Distributed Fertilizer Production (CASFER).

6. 15. **Resolution - Public Health Services:** Resolution No. 2021-R0151 ratifying the act of the Mayor in executing Amendment No. 2 to Department of State Health Services Contract HHS0004363000192, under the Texas Epidemiology Capacity Expansion Grant Program, to obtain funding for Infectious Disease Surveillance and Epidemiology Activities with the Texas Department of State Health Services (TDSHS).

6. 16. **Resolution - Community Development:** Resolution No. 2021-R0152 authorizing the Mayor to execute a Real Estate Sales Contract by and between the Urban Renewal Agency (URA) of the City of Lubbock, and Lubbock Santoyo, LLC, for a vacant lot located at 2209 Auburn Avenue, further described as Clovis Road Park, Lot One, City of Lubbock, Lubbock County, Texas.

6. 17. **Resolutions - Aviation:** Resolution No.'s 2021-R0153, 2021-R0154, 2021-R0155, 2021-R0156, and 2021-R0157 authorizing the Mayor to execute Amendment No. 1 to contracts with EAN Holdings LLC, dba Enterprise Rent-A-Car; EAN Holdings LLC, dba Alamo Rent A Car; EAN Holdings LLC, dba National Car Rental; The Hertz Corporation; and Avis Rent A Car System, for the Rental Car Minimum Annual Guarantee (MAG) Abatements at Lubbock Preston Smith International Airport.

6. 18. **Resolution - Parks and Recreation:** Resolution No. 2021-R0158 authorizing the Mayor to execute Change Order No. 1 to Contract 15683, by and between the City of Lubbock and Tommy Klein Construction, for the installation of a sewer tap for the new restroom at McAlister Dog Park.

6. 19. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0159 approving and authorizing the Mayor of the City of Lubbock to execute a Settlement Agreement and Release by and between Associated Supply Company, Inc. (ASCO), Federated Insurance Company (Federated), and the City of Lubbock acting by and through Lubbock Power & Light, regarding the disposition of alleged claims connected with or arising out of alleged damage to a crane rented by LP&L from ASCO, occurring on or about May 30, 2019, and ratification and approval, as applicable, of the receipt of insurance proceeds for a portion of same.

6. 20. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0160 authorizing the Mayor to execute a Fourth Amendment to the Professional Services Agreement by and between the City of Lubbock, acting by and through LP&L, and TMG Utility Advisory Services, Inc., (TMG) regarding professional consulting services related to implementation of various systems for Lubbock Power & Light.

6. 21. **Resolution - City Manager:** Resolution No. 2021-R0161 authorizing the Mayor to execute a Host Venue Agreement with World Triathlon Corporation, in connection with the IRONMAN 70.3 triathlon event.

Jarrett Atkinson, city manager; John Osborne, president and chief executive officer of Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc.; and Scott Langen, regional director at IRONMAN, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Steve Massengale, to approve Resolution No. 2021-R0161.

Vote: 7 - 0 Motion carried

7. Regular Agenda

7. 1. **Public Hearing - Planning:** Ordinance No. 2021-O0045, for Zone Case 2538-S, a request of Westar Commercial Realty, LLC for Texas Green, LLC, for a zone change to Light Manufacturing District (M-1) from Single-Family District (R-1), generally located south of 19th Street and east of Gatland Avenue, on 4.735 acres of unplatted land out of Block AK, Section 41, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0045.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing - Planning:** Ordinance No. 2021-O0046, for Zone Case 2921-C, a request of Hugo Reed and Associates, Inc. for UMC Health System, for a Specific Use for a Hospital on property zoned Commercial District (C-4) at 11003, 11011 and 11109 Slide Road, located south of 110th Street and east of Slide Road, on 13.6 acres of unplatted land out of Block E2, Section 16, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

Terry Holeman, with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0046.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing - Planning:** Ordinance No. 2021-O0047, for Zone Case 3047-Z, a request of Hugo Reed and Associates, Inc. for TK & RB Investments, LLC, for a zone change to General Retail District (C-3) from Central Business District, General (CB-3) Specific Use, generally located south of 114th Street and west of Quaker Avenue, on 1.1 acres of unplatted land out of Block E2, Section 23, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

John Rose, representing HEB; and Terry Holeman, with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0047.

Vote: 7 - 0 Motion carried

7. 4. **Public Hearing - Planning:** Ordinance No. 2021-O0052, for Zone Case 3145-H, a request of Cox/Dirks Architects P.C. for Ramar Communications, for a Specific Use for Antennas, Towers and Alternative Tower Structures, on a property zoned Central Business District, Civic Center (CB-5) at 612 Avenue O, located north of 8th Street and west of Avenue O, Memorial Center Addition, Block 7, Lot 3-A, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council. Brooke Witcher, assistant city manager, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Jeff Griffith, to approve Ordinance No. 2021-O0052.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing - Planning:** Ordinance No. 2021-O0048, for Zone Case 3257-K, a request of Hugo Reed and Associates, Inc. for 1585 Development LLC, for a zone change to Local Retail District (C-2) from Garden Office District (GO) and Apartment Medical District (AM) at 13501 and 13701 Indiana Avenue, located south of 135th Street and east of Indiana Avenue, on 1.3 acres of unplatted land out of Block AK, Section 1, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

Terry Holeman, with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0048.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing - Planning:** Ordinance No. 2021-O0049, for Zone Case 3428, a request of Gregory Dane Church, for a zone change to Two-Family District (R-2) with a Specific Use for a Travel Trailer Park from Two-Family District (R-2), Commercial District (C-4), and Interstate Highway Commercial District (IHC), generally located north of 77th Street and east of Avenue P, on 35.897 acres of land out of Block E, Section 5, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

Gregory Dane Church, the proponent, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0049.

Vote: 7 - 0 Motion carried

7. 7. **Public Hearing - Planning:** Ordinance No. 2021-O0050, for Zone Case 3429, a request of SK Architecture Group for True North, for a zone change from Neighborhood Service District (C-1) to Family Apartment District (A-1) at 2124 15th Street, located on the north side of 15th Street and east of Avenue V, Overton Addition Block 53, Lot 13, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0050.

Vote: 7 - 0 Motion carried

7. 8. **Public Hearing - Planning:** Ordinance No. 2021-O0051, for Zone Case 3430, a request of Centerline Engineering, LLC for Blackstone Development, for a zone change to Local Retail District (C-2) and Single-Family District (R-1) with a Specific Use for Garden Homes from Transition District (T), generally located north of 110th Street and west of Milwaukee Avenue, on 28.15 acres of unplatted land out of Block AK, Section 22, and consider an ordinance.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 5:37 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 5:43 p.m.

Motion by Mayor Pro Tem Steve Massengale, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2021-O0051.

Vote: 7 - 0 Motion carried

7. 9. **Ordinance 2nd Reading - Planning:** Ordinance No. 2021-O0041, for the disannexation of an area of approximately 5.648 acres inside the southern city limits of the City of Lubbock, north of Woodrow Road, and west of Quaker Avenue.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Juan A. Chadis, seconded by Mayor Pro Tem Steve Massengale, to approve Ordinance No. 2021-O0041.

Vote: 7 - 0 Motion carried

7. 10. **Resolutions - Finance:** Resolution No. 2021-R0162 expressing Intent to Finance Expenditures to be Incurred for projects recommended by the Future Needs Committee, and Resolution No. 2021-R0163 authorizing publication and posting of notices of intention to issue City of Lubbock, Texas Combination Tax and Revenue Certificates of Obligation.

Jarrett Atkinson, city manager; and Blu Kostelich, chief financial officer, gave comments and answered questions from City Council. Matt Boles, managing director with RBC Capital Markets, gave a presentation and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy, to approve Resolution No.'s 2021-R0162 and 2021-R0163.

Vote: 7 - 0 Motion carried

7. 11. **Resolution - Lubbock Power & Light:** Resolution No. 2021-R0164 authorizing the initiation of an action to condemn an Electric Utility Easement (herein so called), encumbering 0.1242 acres of real property, purportedly owned by LOV-COT Industries, Ltd., being a portion of that property described in Volume 2848, Page 147, Real Property Records of Lubbock County, Texas, and located at approximately the southeast corner of Loop 289 and Canyon Lake Drive, Lubbock, Lubbock County, Texas, with such action to condemn for public use related to the Lubbock Power & Light Northwest Substation to Mackenzie Substation Transmission and Distribution Project ("Project"). IN ACCORDANCE WITH CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, NOTICE IS HEREIN PROVIDED THAT THE CITY COUNCIL WILL CONSIDER THE USE OF EMINENT DOMAIN TO CONDEMN THE ELECTRIC UTILITY EASEMENT FOR PUBLIC USE RELATED TO THE PROJECT.

Amber Miller, with Crenshaw, Dupree & Milam, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Steve Massengale, to approve Resolution No. 2021-R0164 as follows:

- "that the City of Lubbock authorize the use of the power of eminent domain to acquire an Electric Utility Easement, encumbering 0.1242 acres of real property owned by LOV COT Industries, said tract being a portion of that property described in Volume 2848, Page 147, Real Property Records of Lubbock County, Texas, and located at approximately the southeast corner of Loop 289 and Canyon Lake Drive, Lubbock, Lubbock County, Texas, and as more particularly described in Exhibit

"A" to the Resolution now under consideration and on the overhead screen being now displayed to the audience, for the public use of constructing and operating the Northwest to Mackenzie transmission and distribution lines and related appurtenances, in the City of Lubbock, Texas."

Vote: 7 - 0 Motion carried

6:14 P.M. CITY COUNCIL ADJOURNED

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

The April 27, 2021 Regular City Council Meeting minutes were approved by the City Council on the 25th day of May, 2021.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0053, Amendment 21, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for Fleet Capital Improvements.

Item Summary

On May 11, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 General Fund Operating Budget by increasing the transfer to Fleet Capital Improvement Projects (CIP) by $2,986,851 from $1,395,000 to $4,381,851 for a portion of the General Fund vehicles approved in the FY 2019-20 Capital Budget in (CIP) 92629, General Fund Vehicle Replacement FY 2019-20 Tax Note, and amend the Fleet Operating Budget by increasing the Transfer from General Fund by $2,986,851, from $1,395,000 to $4,381,851. The tax notes for the debt-funded vehicles were issued in General Fund, and this amendment will allow transfer of the debt proceeds for the vehicles purchased to-date in CIP 92629 to the Fleet CIP fund where the purchase was made.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance - BA 21

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO APPROPRIATE FUNDING FOR THE FLEET CIP FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #21) for municipal purposes, as follows:

I. Amend the FY 2020-21 General Fund Operating Budget by increasing the transfer to Fleet CIP by $2,986,851 from $1,395,000 to $4,381,851 for a portion of the General Fund vehicles approved in the FY 2019-20 Capital Budget in Capital Improvement Project(CIP) 92629, General Fund Vehicle Replacement FY 19-20 Tax Note, and amend the Fleet Operating Budget by increasing the Transfer from General Fund by $2,986,851, from $1,395,000 to $4,381,851. The tax notes for the debt funded vehicles were issued in General Fund and this amendment will allow transfer of the debt proceeds for the vehicles purchased to-date in CIP 92629 to the Fleet CIP fund where the purchase was made.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend21.ord

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0054, Amendment 22, amending the FY 2020-21 Budget for municipal purposes respecting the Lake Alan Henry Fund to appropriate funding for the purchase of customer service and payment equipment.

Item Summary

On May 11, 2021, the City Council approved the first reading of the ordinance.

1. Amend the FY 2020-21 Lake Alan Henry Operating Budget by increasing the appropriation by $9,351, from $583,381 to $592,732, for the purchase of 2 point-of-sale stations and upgrade of software for the self-service kiosk.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance BA 22

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LAKE ALAN HENRY FUND TO APPROPRIATE FUNDING FOR THE PURCHASE OF CUSTOMER SERVICE AND PAYMENT EQUIPMENT; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #22) for municipal purposes, as follows:

I. Amend the FY 2020-21 Lake Alan Henry Operating Budget by increasing the appropriation by $9,351, from $583,381 to $592,732, for the purchase of two point-of-sale stations and upgrade of software for the self-service kiosk.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend22.ord

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0055, Amendment 23, amending the FY 2020-21 Budget for municipal purposes respecting the Lubbock Power & Light Capital Budget; providing for filing; and providing for a savings clause.

Item Summary

On May 11, 2021, the City Council approved the first reading of the ordinance.

1. Amend Capital Improvement Project (CIP) #92474, Yellow House Canyon 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,260,000 to $10,260,000. This project will utilize $1,000,000 less in FY 2020 30-Year Lubbock Power & Light (LP&L) Revolving Note Program funding.

2. Amend CIP #92475, Dunbar 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,840,000 to $10,840,000. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

3. Amend CIP #92609, Blackwater Draw to Folsom Point 345kV Line, by decreasing the appropriation and funding in the amount of $1,500,000 from $43,820,000 to $42,320,000. This project will utilize $1,500,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

4. Amend CIP #92610, Blackwater Draw to Double Mountain 345kV Line, by decreasing the appropriation and funding in the amount of $1,000,000 from $58,091,522 to $57,091,522. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

5. Amend CIP #92661, Posey to Oliver 115kV line, by decreasing the appropriation and funding in the amount of $3,500,000 from $18,470,000 to $14,970,000. This project will utilize $2,300,000 less in FY 2019 30-Year LP&L Revolving Note Program funding and $1,200,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

6. Establish CIP #92710, Fiddlewood to Farmland 345kV Transmission Line, and appropriate funding in the amount of $8,000,000. This project will utilize $2,300,000 in FY 2019 30-Year LP&L Revolving Note Program funding and $5,700,000 in FY 2020 30-Year LP&L Revolving Note Program funding from the previously mentioned projects. The project scope and justification is as follows:

> *Project Scope:* This project will cover LP&L's costs of a portion of the Fiddlewood to Farmland 345kV Transmission Line.
>
> *Project Justification:* LP&L anticipates that it will own a portion of the Fiddlewood to Farmland 345kV transmission line. This project is needed to account for the costs associated with the

portion of the Fiddlewood to Farmland 345kV transmission line that LP&L will own.

Fiscal Impact
Included in Item Summary

Staff/Board Recommending
D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance
Resolution

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER & LIGHT CAPITAL BUDGET; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #23) for municipal purposes, as follows:

I. Amend CIP #92474, Yellow House Canyon 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,260,000 to $10,260,000. This project will utilize $1,000,000 less in FY 2020 30-Year Revolving Note Program funding.

II. Amend CIP #92475, Dunbar 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,840,000 to $10,840,000. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

III. Amend CIP #92609, Blackwater Draw to Folsom Point 345kV Line, by decreasing the appropriation and funding in the amount of $1,500,000 from $43,820,000 to $42,320,000. This project will utilize $1,500,000 less in FY 2020 30-Year Revolving Note Program funding.

IV. Amend CIP #92610, Blackwater Draw to Double Mountain 345kV Line, by decreasing the appropriation and funding in the amount of $1,000,000 from $58,091,522 to $57,091,522. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

V. Amend CIP #92661, Posey to Oliver 115kV line, by decreasing the appropriation and funding in the amount of $3,500,000 from $18,470,000 to $14,970,000. This project will utilize $2,300,000 less in FY 2019 30-Year LP&L Revolving Note

Program funding and $1,200,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

VI. Establish CIP #92710, Fiddlewood to Farmland 345kV Transmission Line, and appropriate funding in the amount of $8,000,000. This project will utilize $2,300,000 in FY 2019 30-Year LP&L Revolving Note Program funding, $5,700,000 in FY 2020 30-Year LP&L Revolving Note Program funding from the previously mentioned projects. The project scope and justification is as follows:

Project Scope: This project will cover LP&L's costs of a portion of the Fiddlewood to Farmland 345kV Transmission Line.

Project Justification: LP&L anticipates that it will own a portion of the Fiddlewood to Farmland 345kV transmission line. This project is needed to account for the costs associated with the portion of the Fiddlewood to Farmland 345kV transmission line that LP&L will own.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza

City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend23.ord

RESOLUTION

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

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 for adoption pursuant to Chapter 2, Article 2.03, 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 to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2020-21, as follows:

1) Amend CIP #92474, Yellow House Canyon 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,260,000 to $10,260,000. This project will utilize $1,000,000 less in FY 2020 30-Year Revolving Note Program funding.

2) Amend CIP #92475, Dunbar 345/115kV Transformers, by decreasing the appropriation and funding in the amount of $1,000,000 from $11,840,000 to $10,840,000. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

3) Amend CIP #92609, Blackwater Draw to Folsom Point 345kV Line, by decreasing the appropriation and funding in the amount of $1,500,000 from $43,820,000 to $42,320,000. This project will utilize $1,500,000 less in FY 2020 30-Year Revolving Note Program funding.

4) Amend CIP #92610, Blackwater Draw to Double Mountain 345kV Line, by decreasing the appropriation and funding in the amount of $1,000,000

from $58,091,522 to $57,091,522. This project will utilize $1,000,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

5) Amend CIP #92661, Posey to Oliver 115kV line, by decreasing the appropriation and funding in the amount of $3,500,000 from $18,470,000 to $14,970,000. This project will utilize $2,300,000 less in FY 2019 30-Year LP&L Revolving Note Program funding and $1,200,000 less in FY 2020 30-Year LP&L Revolving Note Program funding.

6) Establish CIP #92710, Fiddlewood to Farmland 345kV Transmission Line, and appropriate funding in the amount of $8,000,000. This project will utilize $2,300,000 in FY 2019 30-Year LP&L Revolving Note Program funding, $5,700,000 in FY 2020 30-Year LP&L Revolving Note Program funding from the previously mentioned projects. The project scope and justification is as follows:

Project Scope:
This project will cover LP&L's costs of a portion of the Fiddlewood to Farmland 345kV Transmission Line.

Project Justification:
LP&L anticipates that it will own a portion of the Fiddlewood to Farmland 345kV transmission line. This project is needed to account for the costs associated with the portion of the Fiddlewood to Farmland 345kV transmission line that LP&L will own.

The Electric Utility Board hereby directs that this Resolution be filed with the City Secretary of the City of Lubbock.

Passed by the Electric Utility Board this 20th day of April, 2021.

Dan Odom, Chairman

ATTEST:

Gwen Stafford, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith, LP&L General Counsel

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2021-O0056, Amendment 24, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund for the addition of one full-time position in Human Resources.

Item Summary

On May 11, 2021, the City Council approved the first reading of the ordinance.

1. Amend the Human Resources Cost Center 2311 by adding one additional full-time position, a Human Resources Generalist. A part-time position will be eliminated.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #24) for municipal purposes, as follows:

I. Amend the Human Resources cost center 2311 by adding one additional full-time position; Human Resources Generalist. A part time position will be eliminated.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend24.ord

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 25, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to amend full-time equivalent (FTE) positions in Animal Services, providing for filing; and providing for a savings clause.

Item Summary

Amend the Animal Service Department Cost Center 5311, by adding 2 full-time Kennel Attendant positions.

No additional funding is required. The kennel cleaning service contract will not be renewed.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND FULL-TIME EQUIVALENT POSITIONS; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #25) for municipal purposes, as follows:

I. Amend the Animal Services Department 5311 by adding two additional full-time position Kennel Attendant positions.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

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

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 26, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Treasury.

Item Summary

1. Accept and appropriate $6,189,025.60 from the U.S. Department of Treasury for Emergency Rental Assistance 2.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE U.S. DEPARTMENT OF TREASURY; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #26) for municipal purposes, as follows:

I. Accept and appropriate $6,189,025.60 from the U.S. Department of Treasury for Emergency Rental Assistance 2.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend26.ord
5.18.2021

Regular City Council Meeting **6. 7.**

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 27, amending the FY 2020-21 Budget for municipal purposes respecting the Operating Budget for Lubbock Economic Development Alliance and Market Lubbock, Inc. - Visitors Bureau.

Item Summary

1. Amend the FY 2020-21 Lubbock Economic Development Alliance, Inc. Operating Budget as shown in Exhibit A.
2. Amend the FY 2020-21 MLI - Visit Lubbock Operating Budget as shown in Exhibit B.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

Exhibit A

Exhibit B

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE AND MARKET LUBBOCK INC. (MLI) – VISITORS BUREAU (VISIT LUBBOCK); 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 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 2020-21 (Budget Amendment #27) for municipal purposes, as follows:

I. Amend the FY 2020-21 Lubbock Economic Development Alliance, Inc. Operating Budget as Shown in Exhibit A.
II. Amend the FY 2020-21 MLI – Visit Lubbock Operating Budget as shown in Exhibit B.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend27.ord
5.18.2021

Exhibit A

Lubbock Economic Development Alliance, Inc.

Approved Revised Budget

Fiscal Year 2020-21

.	Approved Budget FY 20-21	Approved Revised FY 20-21	
REVENUES			
Sales Tax Funding	$ 6,799,676	$ 6,799,676	
Investment Income	130,000	130,000	
Grant from Dept. of Commerce EDA	1,467,262	-	1
Lease Income	13,000	49,000	2
Lubbock Business Park TIF Reimbursement	3,265,503	3,153,965	3
Sale of Inventory	0	3,763,870	4
Total Revenue Sources	11,675,441	13,896,511	
Utilization of Non-Cash Assets - Land	18,000	39,000	5
Utilization of Net Assets	10,195,671	17,945,868	6
TOTAL REVENUES	$ 21,889,112	$ 31,881,379	
EXPENSES			
PERSONNEL			
Salaries	1,251,800	1,251,800	
Employee Benefits	321,500	321,500	
PERSONNEL SUBTOTAL	1,573,300	1,573,300	
ADMINISTRATIVE			
Bank Charges	500	500	
Pre-employment	3,000	3,000	
Repairs & Maintenance	5,000	5,000	
Repairs & Maintenance - Business Parks	196,000	196,000	
Professional Services	185,000	185,000	
Meeting Expense	15,500	15,500	
Insurance	20,000	40,000	7
Miscellaneous	12,000	12,000	
Professional Memberships/Dues/Subscriptions/Licenses	146,100	146,100	
Travel/Training	77,300	77,300	
ADMINISTRATIVE SUBTOTAL	660,400	680,400	
OFFICE			
Office Supplies	22,500	22,500	
Office Equipment Rental	11,200	11,200	
Office Rent	118,000	118,000	
Telephone	19,200	19,200	
Postage	4,000	4,000	
OFFICE SUBTOTAL	174,900	174,900	
MARKETING AND SALES			
Promotions/Advertising	589,000	589,000	
Meeting Expense	31,000	31,000	
Travel	129,300	89,300	8
MARKETING AND SALES SUBTOTAL	749,300	709,300	
BUSINESS INCENTIVES/SPECIAL PROJECTS			
Special Projects	5,855,500	5,855,500	
Incentive Fund - Direct Business Incentives	1,512,000	947,000	9
BUSINESS INCENTIVES/SPECIAL PROJECTS SUBTOT/	7,367,500	6,802,500	
CAPITAL COSTS			
Furniture, Fixtures & Equipment	20,300	25,300	10
Miscellaneous Land Purchases	500,000	10,208,420	11
Lubbock Business Park & Railport	10,843,412	11,707,259	12
CAPITAL COSTS SUBTOTAL	11,363,712	21,940,979	
TOTAL EXPENSES	$ 21,889,112	$ 31,881,379	

Lubbock Economic Development Alliance, Inc.
Schedule of Explanation for Selected Accounts
Approved Revised Budget
Fiscal Year 2020-21

		Approved 2019-20	Proposed Revised 2020-21	Difference	Explanation
REVENUES					
1	Grant from Dept. of Commerce EDA	1,467,262	0	(1,467,262)	The project associated with the EDA grant is on hold for the current budget year. We anticipate using the EDA granted funds within the next two years on projects locating at the Railport.
2	Lease Income	13,000	49,000	36,000	With the purchase of land this fiscal year, there are some farm rents coming to LEDA.
3	Lubbock Business Park TIF Reimbursement	3,265,503	3,153,965	(111,538)	LBP TIF reimbursement for the construction of N. Ivory Ave. in Lubbock Business Park. LEDA expects construction to begin and be completed in FY 2020/21.
4	Sale of Inventory	0	3,763,870	3,763,870	Funds that LEDA received for the sale of land at LBP to ET Lubbock, LLC for the Amazon sort facility
5	Utilization of Non-Cash Assets - Land	18,000	39,000	21,000	Use of land at LBP for anticipated projects in this year
6	Utilization of Net Assets	10,195,671	17,945,868	7,750,197	Use of cash net assets for anticipated projects that could be needed in the current fiscal year.
EXPENSES					
	ADMINISTRATIVE				
7	Insurance	20,000	40,000	20,000	Increase need of insurance related to the purchase of property, i.e., liability, crop and equipment coverage.
	MARKETING AND SALES				
8	Travel	129,300	89,300	(40,000)	Overall reduction in travel in the current year as many trade shows and face-to-face meetings are just now beginning to take place.
	BUSINESS INCENTIVES/SPECIAL PROJECTS				
9	Incentive Fund - Direct Business Incentives	1,512,000	947,000	(565,000)	Two projects that we anticipated closing in the current year have slowed down due to the pandemic
	CAPITAL COSTS				
10	Furniture, Fixtures & Equipment	20,300	25,300	5,000	Additional technology equipment and upgrades.
11	Miscellaneous Land Purchases	500,000	10,208,420	9,708,420	Potential projects requiring land acquisition.
12	Lubbock Business Park & Railport	10,843,412	11,707,259	863,847	Original budget based on the completion of E. Vassar Street. The successful landing of Amazon required the completion of the north side of the Business Park rather than the southern portion.

Exhibit B
Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Approved Revised Budget
Fiscal Year 2020-21

	Approved Budget 2020-21	Approved CVB 2020-21	Approved Sports 2020-21	Approved Amended Budget 2020-21		Approved Amended CVB 2020-21	Approved Amended Sports 2020-21
REVENUES							
Hotel/Motel Tax Revenue	3,147,166	2,373,470	773,696	3,147,166		2,373,470	773,696
HOT True-Up - CVB/LSA	-	-		322,321	1	243,082	79,239
Investment Income	20,000	15,200	4,800	20,000		15,200	4,800
Sale of Promotional Items	1,500	1,500		1,500		1,500	
Advertising Income	-			-			
Events Trust Fund Reimbursement	37,100		37,100	37,100			37,100
Event Revenue	15,000		15,000	15,000			15,000
Payroll Protection Plan Loan Proceeds				232,360	2	196,722	35,638
Total Revenue Sources	3,220,766	2,390,170	830,596	3,775,447		2,829,974	945,473
Utilization of Net Assets	877,534	745,904	131,630	452,353	3	384,500	67,853
Grant from CVB		(402,714)	402,714	-		(402,714)	402,714
TOTAL REVENUES	$ 4,098,300	$ 2,733,360	$ 1,364,940	$ 4,227,800		$ 2,811,760	$ 1,416,040
EXPENSES							
PERSONNEL							
Compensation	$ 1,075,400	855,020	220,380	1,075,400		855,020	220,380
Employee Benefits	$ 261,800	215,400	46,400	261,800		215,400	46,400
PERSONNEL SUBTOTAL	1,337,200	1,070,420	266,780	1,337,200		1,070,420	266,780
ADMINISTRATIVE							
Bank Charges	1,000	800	200	1,000		800	200
Automobile	5,500	4,400	1,100	5,500		4,400	1,100
Pre-Employment	1,000	800	200	1,000		800	200
Member Dues/Subscriptions	60,000	48,000	12,000	64,000	4	52,000	12,000
Miscellaneous Expense	5,000	4,000	1,000	5,000		4,000	1,000
Professional Services	164,400	131,500	32,900	164,400		131,500	32,900
Insurance/Workers Comp.	12,600	10,080	2,520	12,600		10,080	2,520
Repairs and Maintenance	1,500	1,200	300	3,000	5	2,400	600
Capital Asset Purchase	30,000	24,000	6,000	37,000	6	29,600	7,400
Business Meetings	2,000	1,600	400	2,000		1,600	400
ADMINISTRATIVE SUBTOTAL	283,000	226,380	56,620	295,500		237,180	58,320
OFFICE							
Postage and Shipping	5,000	4,000	1,000	5,000		4,000	1,000
Rent	106,100	84,900	21,200	106,100		84,900	21,200
Storage Fees	3,000	2,400	600	3,000		2,400	600
Supplies	25,000	20,000	5,000	25,000		20,000	5,000
Telephone	19,200	15,400	3,800	26,200	7	21,000	5,200
OFFICE SUBTOTAL	158,300	126,700	31,600	165,300		132,300	33,000
MARKETING/SALES							
Industry Conventions	70,000	56,000	14,000	70,000		56,000	14,000
Incentives	90,000	90,000	-	90,000		90,000	-
Convention and Sports Sales	503,500	241,500	262,000	518,500	8	251,500	267,000
Servicing Items	65,000	52,000	13,000	65,000		52,000	13,000
Site Tours	71,500	61,500	10,000	71,500		61,500	10,000
Marketing	929,700	743,760	185,940	994,700	9	795,760	198,940
Public Relations	80,100	65,100	15,000	80,100		65,100	15,000
Sports Servicing	510,000	-	510,000	540,000	10	-	540,000
MARKETING/SALES SUBTOTAL	2,319,800	1,309,860	1,009,940	2,429,800		1,371,860	1,057,940
TOTAL OPERATING EXPENSE	$ 4,098,300	$ 2,733,360	$ 1,364,940	$ 4,227,800		$ 2,811,760	1,416,040
	$ -	**$ -**	**$ -**	**$ (0)**		**$ -**	**$ -**

Visit Lubbock
Schedule of Explanation for Selected Accounts
Approved Revised Budget
Fiscal Year 2020-21

		Approved 2020-21	Approved 2020-21	Difference	Explanation
REVENUES					
1	HOT True-Up - CVB/LSA	-	322,321	322,321	City revised the current year VL budget for FY2019-20 True-Up of HOT revenue
2	Payroll Protection Plan Loan Proce	-	232,360	232,360	With Board approval, VL made application and received a PPP forgivable loan from the second release of funds that included travel and tourism entities that were adversely affected by the pandemic.
3	Utilization of Net Assets	877,534	452,353	(425,181)	As a result of the HOT True-Up and PPP loan, VL was able to reduce the by just over $425k.
EXPENSES					
4	Member Dues/Subscriptions	60,000	64,000	4,000	Ensure the ability to purchase sponsorships at the appropriate level as tradeshows begin again
5	Repairs and Maintenance	1,500	3,000	1,500	VL has implemented the quarterly sanitization service of the offices to prevent the spread of illness
6	Capital Asset Purchase	30,000	37,000	7,000	Anticipate the need to add additional computer and iPhone to accommodate increased internally produced videos for the various social media channels
7	Telephone	19,200	26,200	7,000	Upgrade in internet speed, capacity and reliability.
8	Convention and Sports Sales	503,500	518,500	15,000	Ensure the ability to purchase sponsorships at the appropriate level as tradeshows begin again
9	Marketing	929,700	994,700	65,000	Increased emphasis on digital media buys and social media opportunities
10	Sports Servicing	510,000	540,000	30,000	Hosting 3 new baseball tournaments in July and August

Regular City Council Meeting **6. 8.**

Meeting Date: 05/25/2021

Information

Agenda Item

Budget Ordinance Amendment Single Reading - Finance: Consider Budget Ordinance Amendment 28, amending the FY 2020-21 Budget for municipal purposes respecting the General Fund to appropriate funding for repairs to the City of Lubbock Utilities Customer Service Center (UCSC).

Item Summary

1. Amend the FY 2020-21 General Fund Operating Budget by increasing the Facilities Management Budget by $2,852,294.88, from $3,699,869 to $6,552,163.88. The funding will be cash from General Fund Balance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO APPROPRIATE FUNDING FOR REPAIRS TO THE CITY OF LUBBOCK UTILITIES CUSTOMER SERVICE CENTER; 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

WHEREAS, the City Council deems it advisable to change the FY 2020-21 Budget for municipal purposes and reallocate funds as follows; and

WHEREAS, on March 12, and March 13, 2021, the City experienced a flood event disaster that severely damaged its municipal building complex and impacted essential municipal operations, such as its utility billing and customer service for the City of Lubbock Utilities; and

WHEREAS, in accordance with Article IX, Section 16 of the City of Lubbock Charter, the City Council finds that there is an emergency situation and must ensure that this Ordinance is passed on first reading; 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 2020-21 (Budget Amendment #28) for municipal purposes, as follows:

I. Amend the FY 2020-21 General Fund Operating Budget by increasing the Facilities Management Budget by $2,852,294.88, from $3,699,869 to $6,552,163.88. The funding will be cash from General Fund Balance.

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.

SECTION 4. THAT this Ordinance shall take effect and be in effect immediately after its passage as an emergency measure.

AND IT IS SO ORDERED

Passed by the City Council by unanimous vote on the first and only reading as an emergency on _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY2021.Amend28.ord
5.18.2021

Regular City Council Meeting **6. 8. 1.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract No. 15924 with Lee Lewis Construction, Inc., for the repair of Citizens Tower and Utilities Customer Services Center (UCSC) damaged by the flood event of March 12, 2021.

Item Summary

Work of Project consists of repair to "like and kind" condition of approximately 30,000 square feet of basements and tunnel of the UCSC and Citizens Tower.

Work and building assemblies consist of minor demolition, planters, irrigation controls, rough carpentry, millwork, wood wall paneling with custom metal edge trim, pedestal pavers, doors & hardware, glazing, aluminum entrances, gypsum drywall, lay-in ceilings, ceramic tile, quartz countertops, carpet, terrazzo, acoustic wall covering, paint, finish protection, toilet partitions & accessories, glazed demountable partitions, lockers, wall protection, corner guards, residential appliances, window shades, hydraulic elevator, fire sprinkler, FM200 system, plumbing fixtures & controls, HVAC units & controls, electrical wiring & controls, data cabling, audiovisual equipment, and controls and other work indicated in Exhibit A.

The complete contract is available for review in the City Secretary's Office.

Fiscal Impact

Included in this agenda is a budget amendment in the amount of $2,852,294.88 in the General Fund Operating Budget to increase the Facilities Management Budget, with $1,755,050.00 available for this contract.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Lee Lewis Construction, Flood Damage Repair.

Contract 15924 - Lee Lewis, Flood Damage Repair

Exhibit A - Lee Lewis Letter of Construction Repair Proposal

Exhibit B - Lee Lewis Construction Repair Proposal

RESOLUTION

WHEREAS, on March 12, 2021 Citizens Tower and the Lubbock Power and Light customer service center experienced significant flood damage throughout the basement areas; and

WHEREAS, the Texas Local Government Code Ch. 252.022(a)(3) provides for a municipality to award a contract without going through a formal competitive process when the procurement is necessary due to unforeseen damage to public machinery, equipment, or other property; and

WHEREAS, Lee Lewis Construction, Inc. (LLCI) performed the original construction of said facilities, and has advanced knowledge of the construction of these facilities that will assist in quickly repairing and re-opening the facilities to the public; and

WHEREAS, the City Council of the City of Lubbock finds it in the best interest of the public to utilize LLCI for the repair of these facilities.

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, Service Contract No. 15924 for damage repairs for the Utility Customer Services Center, by and between the City of Lubbock and Lee Lewis Construction, Inc., 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15924 – Damage repairs for the Utility Customer Services Center
May 20, 2021

CONTRACT BETWEEN THE CITY OF LUBBOCK
AND LEE LEWIS CONSTRUCTION, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract"), effective as of the ___ day of _____, 2021, (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas municipal corporation, and Lee Lewis Construction, Inc." ("Contractor").

WITNESSETH

WHEREAS, the City is in need of Services for the Utility Customer Services Center (UCSC) Flood Repairs project, 1401 Avenue K, Lubbock, TX (the "Services");

WHEREAS, the Parties enter into this agreement in accordance with Local Government Code (LGC) § 252.022(a) (3); and

WHEREAS, the Contractor has the materials, experience and skill required for the Services described above; and

WHEREAS, the City desires to contract with the Contractor to perform the Services;

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of six (6) months from and after the Effective Date. The term may be extended for up to three (3) additional months with the written consent of both parties for no additional compensation. An amendment requiring additional compensation shall be approved by the City Council of the City of Lubbock.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Contractor shall receive as consideration to be paid for the performance of the Services, in an amount not to one million seven hundred fifty-five thousand and fifty dollars and NO/100 ($ 1,755,050.00) as detailed in Exhibit A,

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason, upon thirty (30) days written notice to Contractor.

B. Termination and Remedies. In the event CONTRACTOR breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it at law or equity, including without limitation, termination of this Contract and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative. City or CONTRACTOR may, in its sole discretion, terminate this Agreement at any time, with or without cause upon thirty (30) days written notice.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

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

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

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

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

E. Performance. 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 predictive maintenance services, as contemplated hereby. If any of the activities of CONTRACTOR, or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the part of the City, it shall be deemed that Contractor did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

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

ARTICLE V. SCOPE OF WORK

Responsibilities. Contractor agrees to provide all **Services** at above said location, and described in Exhibit A which is attached hereto and incorporated herein as if fully set forth.

ARTICLE VI. INDEPENDENT CONTRACTOR STATUS

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent Contractor. Contractor has the sole discretion to determine the manner in which the services are to be performed.

ARTICLE VII. PREVAILING WAGE RATES

Contractor comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Contractor or any sub contractor in the execution of the contract for the project

A worker employed on a public work by or on behalf of the City of Lubbock shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.A Contractor or sub contractor who violates Texas Government Code Section 2258.023 shall pay to the City of Lubbock sixty dollars ($60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

ARTICLE VIII. 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 insureds, insurance as described above in this Contract.

ARTICLE IX. 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 X. INDEMNITY

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

ARTICLE XI. 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 XII. 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) facsimile, or other reasonable means (in which case such notice shall be effective upon delivery). or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Lee Lewis Construction, Inc.
Attn: Josh Weems
Telephone: (806) 853-8169
Email: jweems@leelewis.com

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

City of Lubbock
Attn: Wes Everett, Director of Facilities Management
P. 0. Box 2000
1314 Avenue K
Lubbock, Texas 79457
Telephone: (806) 775 - 2275
Email: weverette@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, 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 XIII. MISCELLANEOUS

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

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

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

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

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, CONTRACTOR, and their respective successors, legal representatives, and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO 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.

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

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

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

J. 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.

K. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Pursuant to Section 2252.152 of the Texas Government Code, prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

L. No Boycott of Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

M. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor or vendor agrees that the contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter

N. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

O. Entire Agreement. This Contract, 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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wesley Everett, Director of Facilities Management

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

LEE LEWIS CONSTRUCTION, INC

By: _____

PRESIDENT
TITLE

Lee Lewis
Construction, Inc.

Exhibit A

May 19th, 2021

City of Lubbock
1625 13th Street
Lubbock, Texas 79401
Attn: Wesley Everett – Director of Facilities
Re: Citizens Tower Repairs

Mr. Everett

Lee Lewis Construction proposes to complete the repairs scope of work for the water damage to the basement lobby of the Citizens Tower Building and the LP&P Building for the Guaranteed Maximum price of $ 1,755,050.00 per the original finishes, plans and specifications by Perkins & Will Architects dated 5/12/2017.

Project duration is estimated to be 6 months from Notice to Proceed.

Citizens Tower Guaranteed Maximum Price Water Damage Repairs $ 1,755,050.00
(repair and/or replacement of water damaged finishes and building system per City of Lubbock Scope UCSC Flood Repairs Project # 92369 Section 01 10 00 Summary)

Attached are Assumptions and Clarifications along with a GMP Summary. Thank you for this opportunity, should you have any questions, please do not hesitate to contact our office.

Sincerely,

Kirk Hughlett
Chief Estimator – Vice President

Attachment;
Assumptions & Clarifications
Summary

7810 Orlando Ave.
P.O. Box 65197
Lubbock, TX 79464
806-797-8400 • 806-797-8492

17111 Preston Road
Suite 100
P.O. Box 795037
Dallas, TX 75379
972-818-0700 • 972-818-0706

Lee Lewis Construction, Inc.

5/19/2021

Citizens Tower Flood Repairs Clarifications

1	Excludes Sales Tax
2	Includes Performance & Payment Bond
3	Does not include any costs or responsibility for work previously complete by others to date.
4	Does not include any costs or responsibilities for scope of work not listed on the GMP Summary or sub pricing scopes
5	Does not include any furnishings, fixtures or equipment not specifically listed on the GMP Summary
6	Does not include any mold or moisture remediation.
7	GMP pricing includes $ 150,000 Contingency
8	Excludes Testing
9	Excludes Building Permit Costs
10	

Lee Lewis
Construction, Inc.

Citizens Tower - Flood Damage Repairs

Date: 5/10/2021
Owner: City of Lubbock
Schedule: 6
Estimator: KH

Code	Description	Subcontractor/Vendor	Subs	Matl's	Labor	Total
	General Conditions		142,730			142,730
	Building Permit		none			0
	Testing		none			0
	Construction Cleaning & Dumpsters			15,000	w crew	15,000
	Final Cleaning					0
	SWPPP					0
	Labor Crew				58,240	58,240
						0
	Contingencies		150,000			150,000
						0
02 41 19	Minor Demolition	LLCI	15,000			15,000
12 93 00	Planters	Toms	4,250			4,250
32 80 00	Irrigation Controls	Toms	500			500
06 10 53	Rough Carpentry	LLCI			w crew	0
06 41 16	Millwork	Pioneer	102,050			102,050
06 42 16	Wood Wall Paneling	Woodwright	10,225			10,225
06 42 16	Custom Metal Trim Edge	Woodwright	500			500
07 52 16	Pedistal Pavers	Tecta	8,135			8,135
08 71 00	Doors & Hardware	RSM	w div install	42,382		42,382
08 80 00	Glazing	Oak Cliff	27,500			27,500
08 42 13	Aluminum Entrance	Horizon	2,844			2,844
09 29 00	Drywall & Acoustical	Hamilton	82,674			82,674
09 30 13	Ceramic / Quartz	Collins	54,340			54,340
09 65 13	Flooring	Yates	83,399			83,399
09 66 23	Terrazzo	American	4,485			4,485
09 77 13	Felt Wall Covering	Filzfelt	w div install	12,993		12,993
09 91 00	Painting	Hargrove	61,800			61,800
	Finish Protection	LLCI	12,000			12,000
10 21 13	Toilet Partitions	Sterling		6,725	w crew	6,725
10 22 19	Glass Window Walls	Nextwall	33,157			33,157
10 28 13	Toilet Accessories	LLCI		2,500	w crew	2,500
10 51 13	Lockers	Vaughn	8,979			8,979
10 26 00	Wall Protection	Sterling		1,795	w crew	1,795
10 26 00	Corner Guards	Textcraft		624	w crew	624
	Division 8, 9 & 10 Installation	Garrison	24,250			24,250
11 31 00	Appliances	Ferguson		7,936	w crew	7,936
12 24 13	Window Shades	Anderson	7,153			7,153
14 21 23	Elevator	Otis	72,310			72,310
21 13 13	Fire Sprinkler	B Double K	5,000			5,000
	FM200 System @ IT Room	FireHawk	12,000			12,000
22 & 23	Plumbing & HVAC	Anthony	52,367			52,367
	Thermostats	Anthony	7,500			7,500
26 00 00	Electrical	Temple	343,840			343,840
27 41 16	AVL	Tarpley	69,069			69,069
						0
	AddCheck -->	OK	1,398,058	89,955	58,240	1,546,253
	Percent Cost:		90.4%	5.8%	3.8%	
	(MISC)		LAB BURDEN		40.00%	23,296
	Bldrs. Risk	$725	Sales Tax		0.00%	0
	Gen. Liab.	$6,278	Sub Total			1,569,549
	OPL	$0	B.R./G.L./OPL			7,003
	P&P Bond	$20,842	Fee		10.0%	157,655
					Total	1,734,208
				P & P Bond (Time Adjusted)		20,842
				Total With Bond		1,755,050

Regular City Council Meeting **6. 9.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims in a claim involving damage to City property, as set forth in *City of Lubbock v. Christman Cable*, Cause No. 2019-537,840 in the 72nd Judicial District Court, Lubbock County, Texas.

Item Summary

Settlement agreement arises out of property damage that occurred in April 2018, as a result of Christman Cable, Inc. performing excavation work between 50th Street and Quaker Avenue, and 64th Street and Peoria Avenue, in Lubbock, Texas.

Fiscal Impact

Payment to the City of Lubbock in the amount of $97,500.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Settlement and Release, Christman Cable, Inc.

Settlement and Release Agreement, Christman Cable, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of all Claims in Cause No. 2019-537,848, 237th District Court of Lubbock County, Texas styled *City of Lubbock v. Christman Cable, Inc.*, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Jeff Hartsell, Deputy City Attorney

vw:ccdocs/RES.Settlement Agrmt-Christman Cable, Inc.

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

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims ("Settlement Agreement") is entered into by and between the **CITY OF LUBBOCK, TEXAS ("City")**, and **CHRISTMAN CABLE, INC. ("Christman")**.

RECITALS

WHEREAS, in April 2018, Christman was performing excavation work pursuant to Permit No. RGHT23193 between 50th Street and Quaker Avenue and 64th Street and Peroria Avenue in Lubbock, Texas; and

WHEREAS, while performing this excavation work, Christman struck a city water line; and

WHEREAS, the striking of this water line caused the roadway to flood and damaged the roadway which required repairs to be performed by the City; and

WHEREAS, the City alleges that Christman was negligent in the striking of this water line; and

WHEREAS, the City also alleges that Christman performed faulty repairs of the roadway at 64th Street and Peoria Avenue; and

WHEREAS, the City filed a lawsuit in Cause No. 2019-537,848, in the 237th District Court of Lubbock County, Texas seeking damages against Christman due to the aforementioned activities; and

WHEREAS, the City and Christman desire to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below:

1. IN CONSIDERATION of the payment by Christman to the City of the sum of NINETY-SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars ($97,500.00), City does hereto enter into this Settlement Agreement and does hereby release, acquit, and forever discharge Christman and their respective predecessors, successors, assigns, owners, partners, members, managers, employees, directors, legal representatives, insurers, independent contractors, and agents (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, where statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which City now has or may hereafter have, whether known or unknown, arising from the damages to the property of City referenced in the aforementioned lawsuit.
2. Payment shall be made by check payable to "City of Lubbock" after this Settlement Agreement is signed by all parties.
3. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby.
4. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to any damage that occurred due to the cutting of the City's water line at 54th and Quaker in April

2018 by Christman, and any damage that occurred to the City's street at 64th and Peoria Avenue by Christman in April 2018, including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. City hereby declares that it fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated sum for the purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconvenience above mentioned.

5. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon City and Christman including their heirs, legal representatives, successors or assigns.
6. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.
7. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

8. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.
9. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.
10. This Settlement Agreement has been and shall be construed to have been drafted by all parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.
11. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.
12. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and each assumes the risk arising from not seeking further or additional consultation with such advisors.
13. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.
14. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.

15. Each party further states that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and has signed the same as their own respective free act and has not been influenced in making this settlement by any representative of a party or parties released.

16. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

EXECUTED this 5 day of May, 2021.

FOR CHRISTMAN CABLE, INC.:

STATE OF TEXAS §

COUNTY OF Bell §

Before me, the undersigned authority, personally appeared James Christman, 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.

SUSI ROBBINS
My Notary ID # 5456446
Expires April 4, 2024

Notary Public

FOR THE CITY OF LUBBOCK:

By: _____
DANIEL M. POPE, MAYOR

Regular City Council Meeting **6. 10.**

Meeting Date: 05/25/2021

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of a 15-foot alley located in Block 1, Hewett Addition, Lubbock County, Texas.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 172.50-foot long by 15-foot wide alley located at 3331 34th Street. The closure will allow the property to be redeveloped into a Murphy Express convenience store.

Using Lubbock Central Appraisal District values, the Right-of-Way Department appraised the land at $2.50 per square foot, for a total of $6,470. A utility and garbage collection easement will be dedicated back to the City at no cost; therefore, there will be a 50% credit for a total due to the City of $3,235.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

$3,235 to the General Fund

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

ROW Abandon and Close 15-foot Alley,Hewett Addition

Exhibit A -Closure of a 15-foot Alley - Block 1 Hewett Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A 15-FOOT ALLEY LOCATED IN BLOCK 1, HEWETT ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AS RECORDED IN VOLUME 485, PAGE 295, OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A UTILITY EASEMENT AND A GARBAGE COLLECTION EASEMENT; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING AND RESERVATION; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the alley hereinafter described in the body of this Ordinance is no longer needed for alley purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the alley as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley purposes and for public use, such alley being more particularly described in the attached Exhibit "A."

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for utility easement purposes and garbage collection purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2021.

Passed by the City Council on second reading this ____day of _____, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

Ord.A&C-15-foot alley, Hewett Addition
5.10.21

JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Central Texas ★ West Texas

FIELD NOTES to that certain tract being a portion of a 15 foot alley as shown on and being dedicated by *Hewett Subdivision*, an addition in the City of Colleyville, Tarrant County, Texas, according to the plat thereof recorded in Volume 485, Page 295, Plat Records, Lubbock County, Texas; the subject tract is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.):

BEGINNING at a point on the south lot line of Lot 5 of said *Hewett Subdivision*, being the southeast corner of a save & except being described in the deed to Benton Oil Company, recorded in Volume 1537, Page 320, Deed Records, Lubbock County, Texas;

THENCE NORTH 90° 00' 00" EAST, with the south lot lines of Lots 5, 4, and 3 of said *Hewett Subdivision,* a distance of 172.50 feet to the southeast lot corner of said Lot 3;

THENCE SOUTH 00° 00' 00" EAST, over and across said 15 foot alley, a distance of 15.00 feet to the south right-of-way line of said 15 foot alley, being the northeast lot corner of Lot 8 of said *Hewett Subdivision*;

THENCE NORTH 90° 00' 00" WEST, with the north lot lines of Lots 8, 7, and 6 of said *Hewett Subdivision,* a distance of 172.50 feet;

THENCE NORTH 00° 00' 00" EAST, over and across said alley, a distance of 15.00 feet to the **POINT OF BEGINNING** and enclosing 0.059 acres (±2,588 square feet).

Drafter: SGT
Revision
Revision
Revision

LEGEND OF SYMBOLS

one-foot contour lines (per City of Lubbock GIS Data)

LEGEND OF ABBREVIATIONS

US SyFt	United States Survey Foot
TxCS83,NCZ	Texas Coordinate System of 1983, North Central Zone
NAVD88	North American Vertical Datum of 1988
P R L C T	Plat Records of Lubbock County, Texas
O P R L C T	Official Public Records of Lubbock County, Texas
D R L C T	Deed Records of Lubbock County, Texas
R O W	Right of Way

MONUMENTS / DATUM / BEARING BASIS

CRS ○ 1/2" rebar stamped "JPH Land Surveying" set
MNS ○ Mag nail A washer stamped "JPH Land Surveying" set
○ Monuments are found if not marked MNS or CRS
+ Found "+" cut in concrete
Coordinate values, if shown, are US SyFt. TxCS,'83,NCZ
Elevations, if shown, are NAVD'88

General Notes:

1 Heavy lines indicate plat limits

2 All streets, alleys, and easements within plat limits, if any, are herein dedicated unless noted otherwise

3 No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the Planning and Zoning Commission policy or by the Lubbock Code of Ordinances

4 All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36 09 095 of the Lubbock Code of Ordinances

5 Any relocation or revision of existing facilities shall be at the subdivider's expense Compensation shall be made prior to the recording of this final plat

6 All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service Such easements shall be at expense of the entity requesting such installation

7 All easements herein granted shall entitle the City or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the City or utility company without the City or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed

8 Any easements or rights-of-way shown as "to be dedicated by separate instrument" are shown on the plat for information purposes only This plat does not dedicate said easements

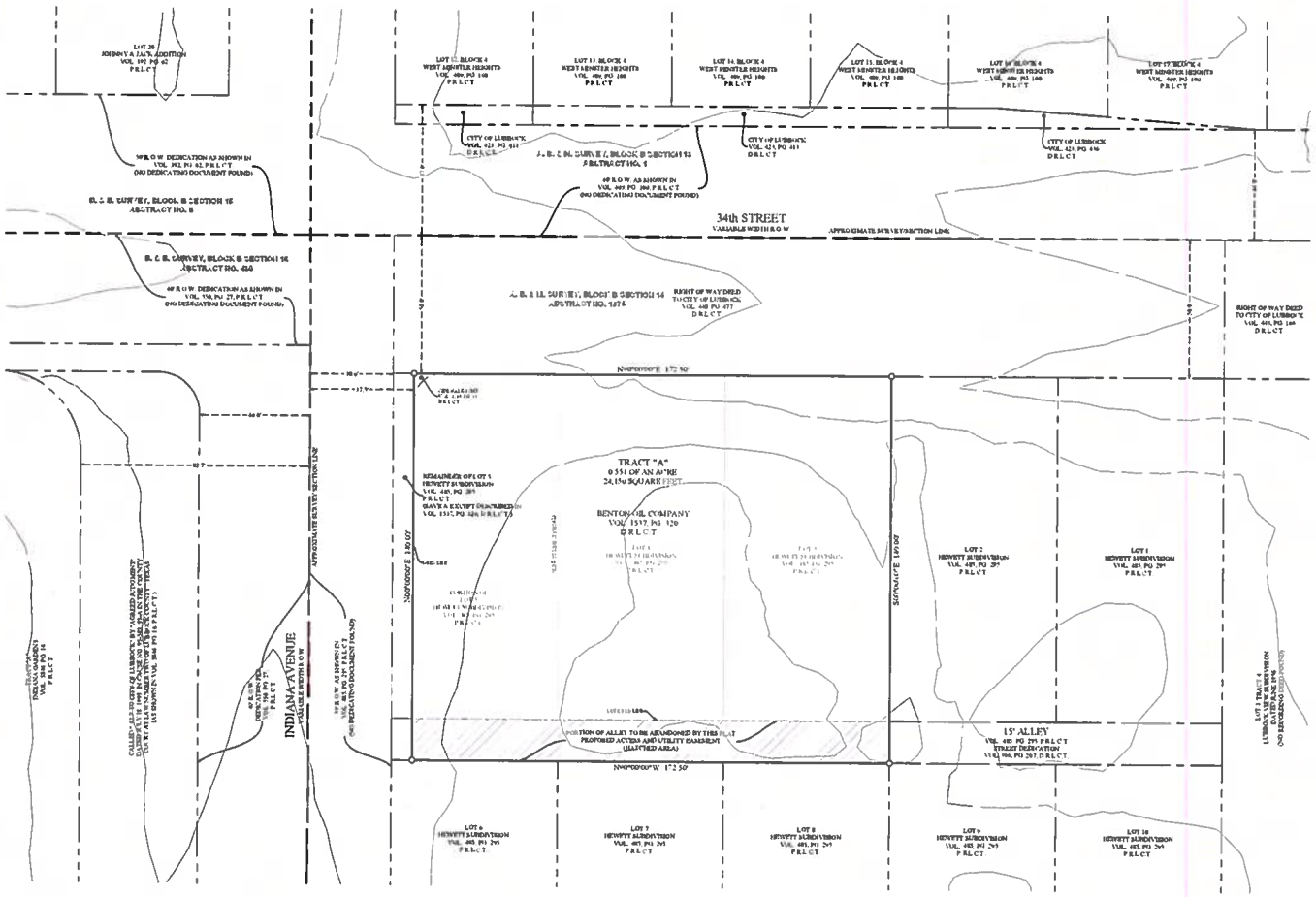
9 In order to prevent damage to public and private utilities and to maintain and or eliminate interruption of utility services, the City of Lubbock Solid Waste Services Department requests that no utility poles, street lights, pedestals, etc , public or private, be placed on the chamfered corners of alley ways All alleys serviced by The City of Lubbock Solid Waste Services Department must be at least 20' feet in width Adequate space of 60 1/2" is required for dumpster placement at all alley ways Adequate dumpster area is 1 dumpster per every 4 homes

10 Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord 10022 as amended, and Section 28 09 131, Section 28 14 004, and Section 36 03 075 of the Lubbock Code of Ordinances

11 Contours shown hereon are based on the City of Lubbock GIS data

12 This property lies within ZONE(S) X (Non-Shaded) of the Flood Insurance Rate Map for Lubbock County, Texas and Incorporated Areas, map no 48303C0238E, dated 2007/09/28, was scaled map location and graphic plotting, and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at http //hazards fema gov

13 No fieldwork was performed by JPH Land Surveying, Inc for the generation of this plat



KNOW ALL BY THESE PRESENTS

That I, Jose B. Nogueira III, do hereby certify that I prepared this plat in accordance with the Subdivision Regulations of the City of Lubbock, Texas

Preliminary Plat - for inspection purposes only and in no way official or approved for recording purposes

Jose B. Nogueira III
Registered Professional Land Surveyor No. 6736
joseb@jphls.com

DATE: TBD

JPH LAND Surveying, Inc.

Scale: 1" = 20'

JPH Job/Drawing No. (see below)
2021.143.001 3331 34th St., Lubbock, Lubbock Co., Tx- PPlat.dwg

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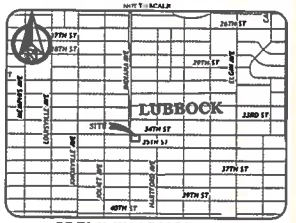
765 Lonesome Dove Trail, Hurst, Texas 76054
Telephone (817) 431-4971 www.jphlandsurveying.com
TBPELS Firm #10019500 #10194079 #10193867
DFW-Houston | Central Texas | West Texas

SURVEYOR:
Jose B. Nogueira III
JPH Land Surveying, Inc
765 Lonesome Dove Trail
Hurst, Texas 76054
Telephone (817) 431-4971

OWNER:
Benton Oil Company
P.O. Box 31
Lubbock, Texas 79408

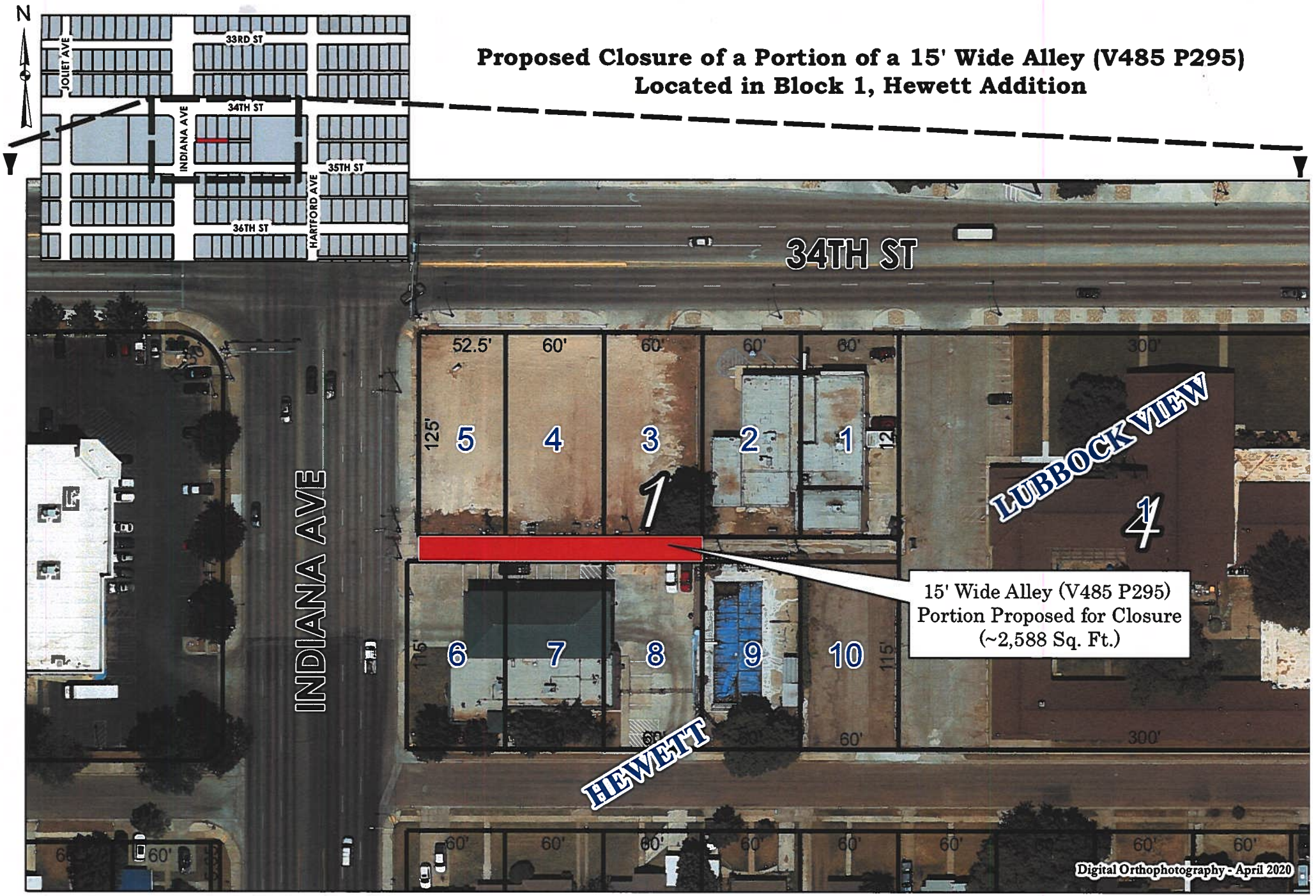
VICINITY MAP
NOT TO SCALE



PRELIMINARY PLAT
TRACT "A"
HEWETT SUBDIVISION

BEING A REPLAT OF LOTS 3 & 4, A PORTION OF LOT 5, AND A PORTION OF AN EXISTING ALLEY ALL IN HEWETT SUBDIVISION
SITUATED IN THE
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS

Proposed Closure of a Portion of a 15' Wide Alley (V485 P295) Located in Block 1, Hewett Addition



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Regular City Council Meeting **6. 11.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 6 to Professional Services Contract 12113, with Halff Associates, Inc., for the Stormwater Master Plan.

Item Summary

This final amendment increases the budget and extends time for continuing efforts in the professional services contract for Phase 2 of the awarded contract to Halff Associates, Inc., by the City Council on April 9, 2015. This amendment continues efforts of capturing data for the entire City, including newly annexed areas within the Master Drainage Plan (MDP) model. This effort provides information to both the Development Services Engineering Department and the development community to make informed decisions about newly platted subdivisions in regard to drainage within the City limits.

This Master Plan will provide a roadmap for the future regarding development practices, modeling techniques, drainage reviews, and capital project prioritization. The purpose is to provide information on potential solutions and cost estimates to aid City staff in managing ongoing development and to address localized drainage issues. The project is intended to provide the City with a tool to identify and prioritize potential drainage and flooding problems, and to develop proactive solutions for effective and efficient stormwater management. This plan is being integrated with the City's GIS platform in order to provide a more efficient review of new localized drainage analyses and reduce the amount of staff time required to research, evaluate, and respond to new inquiries.

History - Stormwater Master Plan Phases 1 and 2 completed the following major milestone tasks:

The following are minimum tasks developed from Phase 2 (or continued from Phase 1) of the Stormwater Master Plan. This is not necessarily a comprehensive scope of work, but a summary of major tasks associated with this effort.

1. Drainage Criteria Manual (DCM) Ordinance Update
   - Updates of the new DCM have been completed and will be moving forward with a larger ordinance update in the future with the Unified Development Code (UDC). Minor revisions were approved by City Council on December 3, 2019.
   - Finalize changes as needed to the ordinances in support of Stakeholder recommended changes to the DCM.

2. Stormwater Studies for Capital Projects
   - Refine overland and playa flood hazards utilizing detailed 2D modeling to identify Capital Improvement Projects for future fully developed conditions of the watershed.
   - Provided conceptual alternatives for future thoroughfare crossing locations and stormwater infrastructure sizing. Conceptual estimates of probable cost will be developed for flood mitigation alternatives and future planning.

3. Master Drainage Plan (MDP) Updates
   - Implemented updates to the methodologies identified during the pilot study for the Master Drainage Plan.
   - Prioritized Playa Systems for update based on current and predicted growth.
   - Developed MDP Mapping for use by the development community and other stakeholders, to develop inundation areas and expected flowpaths of the stormwater runoff.

4. GIS Application and Data Completion and Delivery
   - Drainage Analysis Review Tracking Application
   - Stormwater Project Tracking Application
   - Model Inventory GIS Database
   - Stormwater Master Plan GIS Data Delivery

The City of Lubbock has not previously had an overall Stormwater Master Plan that encompassed all aspects of drainage criteria and future planning. This amendment will update and is intended to build upon the previously completed Master Drainage Plan Update (last updated 2009-10), the Drainage Criteria Manual (last updated 1997), and other studies, and to provide a holistic look at the City's drainage issues.

The intent is to ensure that future development practices prevent or reduce the need for another major storm sewer project, but the evaluation is necessary to make any needed modifications to the City's current standards. As City growth continues and technologies continue to evolve, these practices will provided the proper tools and criteria needed by staff to guide decisions well into the future.

Fiscal Impact

$2,250,000 is appropriated in Capital Improvement Project 8595, Storm Water Master Plan, with $250,000 appropriated for this amendment.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment No.6
Original Contract
Amendment No.2
Amendment No.3
Amendment No.4
Amendment No.5
CIP Detail
CIP Spreadsheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 6 to Agreement No. 12113, dated April 9, 2015, for Professional Services related to the Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., a Texas Corporation, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amendment 6 to Agreement 12113 – Stormwater Master Plan
05.05.21

CONTRACT 12113

Amendment 6
To Agreement Between
The City of Lubbock, TX
And
Halff and Associates, Inc.

THIS IS THE SIXTH AMENDMENT TO THE AGREEMENT, Contract No. 12113, dated April 9, 2015 by and between the City of Lubbock ("City") and Halff Associates, Inc., a Texas Corporation ("Engineer").

The Consultant has entered into the Agreement with the City for performing professional services related to the Stormwater Master Plan.

This Amendment No. 6 shall enlarge the scope of work of the Original Agreement to include additional services for updates to the Master Drainage Plans for playa basins and design services related to studies performed as part of the City of Lubbock Stormwater Master Plan as set forth in Exhibit "D7" ("Task Order #7"), attached hereto and incorporated herein, increases the compensation by an additional two hundred fifty thousand dollars and NO/100 ($250,000.00), and extends the term of the Agreement for an additional eighteen (18) months.

The original contract amount of $500,000 with this amendment will be $2,927,080.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this ___ day of _____, 2021.

CITY OF LUBBOCK:

_____
Daniel M. Pope, Mayor

ENGINEER:

_____
Benjamin B. Pylant, PE, CFM, Vice President of Halff Associates, Inc.

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., CFM, Division Director
Engineer/Capital of Engineering/City Engineer

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Exhibit "D7"

City of Lubbock

Stormwater Master Plan

Task Order #7

This Task Order is made as of_____, 2021, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (CITY) and Halff Associates, Inc. (ENGINEER), dated _April 9, 2015_ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 7 will provide professional services related to updating the Master Drainage Plans for playa basins as part of the City of Lubbock Stormwater Master Plan. The consultant will coordinate with the City to determine the playa basins that will receive updated Master Drainage Plans; and continue to provide professional services related to analyzing and designing playa restoration options to increase the storage volume of Lake 45 (Higinbotham Park); and provide professional services related to analyzing and designing drainage improvements for the North Quaker Avenue to Clovis Road Drainage Project.

Section A. – Scope of Services

ENGINEER shall perform the following Services:

MASTER DRAINAGE PLAN UPDATES

1. MASTER DRAINAGE PLAN UPDATES

Master Drainage Plan Updates were initiated and conducted as part of Task Orders 3, 5, and 6. Task Order 7 will continue the MDP update process for additional playa basins. The MDP update process used for Task Order 3 will be continued and the updates will focus on developing areas of the City and locations of potential future annexation.

1.1 Prioritize Playa Systems

a. The ENGINEER will meet with the CITY's staff in order to rank each playa basin based on current and predicted growth. The prioritization list will be presented to the City to determine which basins will be prioritized for an MDP update.

1.2 Perform ICPR Modeling

a. The ENGINEER will conduct hydrologic and hydraulic modeling on the prioritized playa

basins using ICPR software, which is capable of 1D and 2D modeling analysis. The playa basins will be modeled based on assumed future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes and the impacts of runoff to the major thoroughfare crossings.

1.3 Develop MDP Mapping

a. The ENGINEER will compile the datasets used to develop the MDP models into a standardized GIS database for use by the development community and other stakeholders. Additionally, the results of the hydraulic modeling will be used to develop inundation areas and expected flowpaths of the stormwater runoff.

1.4 Document MDP Final Report

a. The ENGINEER will prepare MDP Final Reports for each playa basin documenting the assumptions, model parameters, and results. As well as prepare FEMA submittals and coordinate review comments for specified locations.

Section B. - Schedule

Perform the Services and deliver the identified tasks according to the following schedule:

The schedule of services performed will be completed within 12 months of task order notice to proceed.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _250,000_ , payable in accordance with the Professional Services Contract (Task Order Basis) and this Task Order # _7_.

Task/Description	Estimated Budget
MASTER DRAINAGE PLAN	
1. Master Drainage Plan Updates 1.1. Prioritize Playa Basins 1.2. Perform ICPR Modeling 1.3. Develop MDP Mapping 1.4. Document MDP Final Report	$250,000
Total Estimated Fee	$250,000

Section E. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required for Task Order #7.

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas	Halff Associates, Inc.
(City)	(ENGINEER)
Signature	Signature
Name Josh Kristinek, PE	Name Benjamin Pylant, PE
Title Assistant City Engineer	Title Vice President
Date 05/03/2021	Date 4/30/21

Resolution No. 2015-R0119

April 9, 2015

Item No. 5.8

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract to provide professional engineering services related to the Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 9, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E., Director of Public Works

Michael G. Keenum, P.E., Stormwater Engineer

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

RES.PSC-Halff Associates, Inc 3.25.15

PROFESSIONAL SERVICES CONTRACT (Task Order Basis)

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the 9th day of April, 2015 (the "Effective Date"), is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Halff Associates, Inc., a Texas corporation authorized to conduct business in Texas ("ENGINEER") .

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Stormwater Master Plan (the "Activities" or "Project" which is described in Exhibit "A"); and

WHEREAS, the City shall request such professional engineering services, and ENGINEER shall perform said services on a Task Order Basis, and

WHEREAS, the City, from time to time, will request that CONSULTANT provide professional services for specific tasks or projects, which shall be defined and described in a written request from City, and each such engagement will be documented by a uniquely numbered or described Task Order.

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

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer desires to provide the Services related to same and this Agreement shall set forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 1279 days. If the Engineer determines that additional time is required to complete the Services, or comply with the schedule identified in a particular Task Order, the City Engineer, may, but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. ENGINEER shall provide professional services related to the activities set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A", an amount to not exceed the sum of _Five (5)_ Hundred Thousand and 00/100s ($500,000). Compensation for the Services will follow the rate schedule as provided in Exhibit "B", attached hereto (the "Rate Schedule").

C. ENGINEER shall prepare Task Orders with specific activities, within such timeframes, and within the specified compensation as set forth on Exhibit "D", attached hereto (the "Sample Task Order").

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the City shall only pay ENGINEER for services actually performed by ENGINEER up to the date ENGINEER is deemed to have received notice of termination, as provided herein. In no event shall the amount paid by the City exceed the amount set forth in Article II, Section B.

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract

satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A" and the specific scopes of work associated with executed task orders in Exhibit "D", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. ENGINEER shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of ENGINEER to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

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

ENGINEER shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of ENGINEER herein, including without limitation, Professional Liability coverage, protecting City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. ENGINEER shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the ENGINEER maintains said coverage. The ENGINEER may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, ENGINEER fails to maintain the required insurance in full force and effect, ENGINEER shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at ENGINEER's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ENGINEER represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Halff Associates, Inc.
Attn: Erin Atkinson, PE, CFM, GISP
4000 Fossil Creek Blvd.
Fort Worth, TX 76137
Telephone: (817) 847-1422
Facsimile: (817) 232-9784

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

City of Lubbock
Attn: Michael G. Keenum, PE, CFM
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775–2393
Facsimile: (806) 775–3074

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

B. City's Responsibilities. The City is responsible for the matters as provided in Exhibit "C", attached hereto (the "City Responsibilities").

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the 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 services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the ENGINEER 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 Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E., Director of Public Works

Michael G. Keenum, P.E, Stormwater Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

HALFF ASSOCIATES, INC.

By:

Name: Erin Atkinson, PE, CFM, GISP

Title: Vice President

Exhibit "A"

City of Lubbock

Stormwater Master Plan

Services

The services to be performed under this Contract are divided into the following activities identified in general as follows:

1. Program Management
2. Drainage Criteria Manual and Ordinances
3. Stormwater Modeling
4. Capital Improvement Planning

1 – Program Management: This activity of the Contract shall include, but is not limited to, services required for overall project management and stormwater program initiatives. Prepare general project communications plan, public outreach, scheduling/invoicing, status meetings, external stakeholder coordination, project quality assurance, and other tasks necessary to manage the overall project. Assist the City on tasks associated with the Federal Emergency Management Agency (FEMA) Community Rating System (CRS), alternate funding sources, development review processes, stormwater regulatory data improvements, and stormwater data and infrastructure maintenance planning.

2 – Drainage Criteria Manual and Ordinance: This activity of the Contract shall include, but is not limited to, services required for review and updates to the City's Drainage Criteria Manual and Ordinances. Review current Master Drainage Plan and Drainage Criteria Manual and provide recommendations on new technologies and approaches to help in the ongoing process of managing drainage analysis and development. Provide assistance to the City with implementation of recommendations and long-term policy planning.

3 – Stormwater Modeling: This activity of the Contract shall include, but is not limited to, services related to stormwater modeling. Develop a GIS based stormwater model inventory. Update hydrologic and hydraulic data to represent recent development for existing models. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base flood elevations, flow depth and top width for all prescribed rainfall events. Examine application and benefit of alternate modeling software(s) to model results and provide comparisons of available modeling software. Perform detailed studies of prioritized areas, assess the severity of flood risks and inform improvement priorities. Develop stormwater modeling guidance documentation and workflows.

4 – Capital Improvement Planning: This task of the Contract shall include, but is not limited to, services related to capital improvement project planning and development. Perform a High-level review of frequent flooding / drainage issues. Conduct field visits in conjunction with limited desktop assessments

to allow for a rapid assessment of drainage problems throughout the City. Assist the City to identify and rank proposed drainage capital improvement projects within each of the City's playa and drainage systems based on an approved ranking criteria. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period. Compile drainage complaints and modeling results into a format that may be used by the City in daily operations to track existing and developing flooding issues and to manage the CIP program.

Exhibit "B"

City of Lubbock

Stormwater Master Plan

Rate Schedule

	Hourly Rate ($/hr)		
Rate Category	**Min**		**Max**
Principal In Charge (PIC)	$290		$390
ENGINEER 8	$250		$290
ENGINEER 7	$210		$250
ENGINEER 6	$185		$210
ENGINEER 5	$160		$185
ENGINEER 4	$140		$160
ENGINEER 3	$125		$140
ENGINEER 2	$110		$125
ENGINEER 1	$90		$110
GIS 5	$140		$160
GIS 4	$120		$140
GIS 3	$100		$120
GIS 2	$80		$100
GIS 1	$65		$80
CAD 3	$100		$125
CAD 2	$75		$100
CAD 1	$50		$75
SURVEYOR 4	$145		$160
SURVEYOR 3	$110		$145
SURVEYOR 2	$90		$110
SURVEYOR 1	$75		$90
SURVEY CREW (2 or 3 MAN)	$155		$175
IT DEV 4	$135		$150
IT DEV 3	$115		$135
IT DEV 2	$95		$115
IT DEV 1	$80		$95
ADMIN 5	$125		$150
ADMIN 4	$100		$125
ADMIN 3	$85		$100
ADMIN 2	$65		$85
ADMIN 1	$50		$65
INTERN	$45		$55

Unit Description	Unit Code	Unit of Measure	$ per Unit
REPRODUCTION			
Binding Booklets	BINDBK	Per Set	$5.00
Binding Plans	BINDPL	Per Set	$5.00
Blacklines	BLUEPR	Per Each	$1.00
Copies and Scans – Legal and Letter / B&W	COPY1	Per Sheet	$0.10
Copies and Scans – Oversize (11x17) / B&W	COPY2	Per Sheet	$0.20
Copies and Scans – Legal and Letter / Color	COPY3	Per Sheet	$0.75
Copies and Scans – Oversize (11x17) / Color	COPY4	Per Sheet	$1.50
Foam Core Mount	FCMNT	Per Sq Ft	$4.00
Plots – Full Size / B&W	PLOT1	Per Plot	$1.00
Plots – Full Size / Color	PLOT2	Per Plot	$15.00
Plots – Color – Sq Ft	PLTCSF	Per Sq Ft	$2.50
Plots – B&W – Sq Ft	PLTBSF	Per Sq Ft	$0.15
OTHER			
Burn CD / DVD	CD	Per Each	$10.00
Delivery / Courier Out of Area	DELIV2	Per Delivery	$40.00
Web Based Application Server Hosting	ITHOST	Per Month	$250.00
Travel Per Diem for Day Trip	TRAVEL1	Per Person	$500.00
Travel Per Diem for Overnight Trip	TRAVEL2	Per Person	$675.00
Unit Based Miles for eExpense	EMILES	Per Mile	$0.575 *
Postage	POSTGE	Per Ounce	$0.49 **

* or current IRS rate

** or current USPS rate

Exhibit "C"

City of Lubbock

Stormwater Master Plan

City Responsibilities

The services to be performed by the City under this Contract are summarized as follows:

1. Attend Kick-Off and Status meetings to provide direction and feedback to the ENGINEER regarding deliverables.
2. Provide review of deliverables, as specified in each task order, and comments as needed.
3. Provide access to City Staff for coordination on Public Outreach strategies and goals.
4. Participate in visioning sessions to outline City goals and objectives for the overall Stormwater Department and how the Master Plan can support those goals.
5. Provide copies of the most current ordinances, manuals, and master drainage plan documents.
6. Provide digital copies of past studies, reports, master drainage plans, and related flooding and stormwater data from the City staff for the entire City.
7. Provide historical flood data documentation, photos, and account.
8. Provide rain gauge data collected at local fire stations and other City owned facilities, if applicable.
9. Provide access to City Staff, inspectors, and maintenance crews for interviews regarding known stormwater flooding, erosion, or water quality problems in the City.
10. Provide right-of-entry for ENGINEER to complete necessary field inspections of stormwater facilities and known flooding areas.
11. Provide access as needed to digital copies of all City owned stormwater digital data including GIS Shapefiles, aerial photos, LiDAR, etc.
12. Provide access to digital copies and hardcopies of all drainage complaints.

Exhibit "D"

City of Lubbock

Stormwater Master Plan

Sample Task Order

This Task Order is made as of _____ , 2015, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (City) and Halff Associates, Inc. (ENGINEER), dated _____ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

[Task Order Description].

Section A. - Scope of Services

ENGINEER shall perform the following Services:

The services performed by ENGINEER are described in Attachment ___ to this Task Order #____ and fully incorporated herein.

Section B. - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _____ , payable in accordance with the Professional Services Contract (Task Order Basis) and Attachment ___ to this Task Order #____.

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas	Halff Associates, Inc.
(City)	(ENGINEER)
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Exhibit "D1"

City of Lubbock

Stormwater Master Plan

Task Order #1

This Task Order is made as of _____ , 2015, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (City) and Halff Associates, Inc. (ENGINEER), dated _____ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 1 will initiate the planning phase of the City of Lubbock Stormwater Master Plan. The consultant will assist the City with Program Management visioning, Drainage Criteria Manual reviews and recommended updates, modeling inventory and sensitivity analysis, and Capital Improvement Planning through rapid assessment and inventory of drainage concerns.

Section A. - Scope of Services

ENGINEER shall perform the following Services:

The services performed by ENGINEER are described in Attachment _D1A_ to this Task Order #_1_ and fully incorporated herein.

Section B. - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

The schedule of services performed by ENGINEER is presented in Attachment _D1B_ to this Task Order #_1_ and fully incorporated herein.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _324,864_ , payable in accordance with the Professional Services Contract (Task Order Basis) and Attachment _D1A_ to this Task Order #_1_.

Task/Description	Estimated Budget
1. Program Management 1.1. Project Management 1.2. Program Management Tools 1.3. Public Outreach Strategy 1.4. Visioning	$80,132
2. DCM and Ordinance 2.1. Initial Review 2.2. Benchmarking 2.3. Recommended Updates	$31,484
3. Stormwater Modeling 3.1. Develop Model Inventory 3.2. Evaluation of Hydrologic Parameters	$109,820
4. Capital Improvement Planning 4.1. Identify Stormwater Hot Spots 4.2. Perform Rapid Assessment 4.3. Drainage Complaint GIS Database 4.4. CIP Development	$103,428
Total Estimated Fee	$324,864

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required Task Order #1.

Exhibit "D1A"

City of Lubbock

Stormwater Master Plan

Task Order #1

Scope of Work

1. PROGRAM MANAGEMENT

1.1 Project Management

1.1.1 Administration

ENGINEER shall prepare and monitor schedule of work activities. Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

1.1.2 Meetings

A project kick-off meeting will be held with all team members at the beginning of the project followed by a visioning discussion associated with Task 1.4. Subsequent project status meetings will be held with designated team members based on the current tasks being completed. Meeting minutes will be documented and distributed throughout the project.

The Halff Program Manager shall conduct the project status meetings with the City's staff on a regular basis, approximately every four to six (4 to 6) weeks depending on the current tasks being performed, or at the request of the City. The project status meetings will:

1. Summarize previous work completed.
2. Outline and coordinate upcoming work tasks.
3. Receive comments and questions from City staff.
4. Document any project issues.

Meetings will be held at significant project milestones with written documentation of each meeting provided. Correspondence and informal meetings will also be conducted on an as needed basis. In addition to the meeting minutes, all milestones and major decisions that require City approval will be tracked in a project decision and approval log. Meetings will be conducted in person or through web-conferencing with team members. ENGINEER will meet with the City up to six (6) times as part of the project management. Meetings associated with other project tasks will be coordinated with the project management meetings to the extent possible. Additional meetings, held via conference call or web-conferencing can be held as needed.

Deliverable: Six (6) on-site meetings to discuss project status.

1.1.3 Invoicing

ENGINEER will prepare monthly invoicing and work closely with the City on these submittals.

1.1.4 Internal Halff Team Meetings

ENGINEER will meet bi-weekly with internal team members throughout the project and also communicate via web-conferencing as needed.

1.1.5 Quality Management Plan and Quality Assurance / Quality Control

ENGINEER will develop a Quality Management Plan that will include the standard level of quality and the procedural framework for controlling major tasks in this task order and major tasks for Modeling, DCM/Ordinance Revisions, and Capital Improvement Planning anticipated in future modeling phases.

Deliverable: Provide memorandum with Quality Management Plan and Forms.

1.2 Program Management Tools

Based on project goals and visioning, Halff will develop web-based project management tools.

Halff will coordinate with the City to setup a Microsoft SharePoint site for the Stormwater Master Plan to share files and collaborate on document edits. The site will be established for internal team use and City staff with login credentials. The GIS database that will be developed during the course of the Stormwater Master Plan will also be hosted through a secured web map site and the Halff GIS iOS application.

Deliverable: SharePoint site and web-based GIS project management tools.

1.3 Public Outreach Strategy

ENGINEER will develop a strategy for Public Outreach. Tasks will include:

1) Develop alternatives to compile and analyze City Department feedback. Provide recommendation of preferred alternative;
2) Develop alternatives to compile and analyze Citizen/Stakeholder feedback. Provide recommendation of preferred alternative;
3) Develop a clear and consistent program message;
4) Develop alternatives for public outreach, including but not limited to, communication through print and electronic means, and public outreach meetings;
5) Identify polling/citizen survey firms and review their proposed scope of work for polling activities;
6) Establish baseline of public opinion/perception and identify methods to measure changes of opinion/perception over the life of the project; and
7) Prepare summary memorandum.

Deliverable: Memorandum with Public Outreach Strategy.

1.4 Visioning

1) ENGINEER will facilitate a visioning session with City staff and key stakeholders from other city departments to refine the short-term goals and long-term vision for the City Stormwater Program.
2) This task will consist of two (2) meeting with City staff to establish the framework for the City Stormwater Program going forward and prioritize future phases and task orders.

3) ENGINEER will prepare meeting agenda and coordinate with the City to select attendees.

4) ENGINEER will prepare meeting minutes and record action items to be distributed to attendees and key City staff.

Deliverable: Memorandum summarizing the established goals and initiatives for the City Stormwater Program updates. Two (2) meetings to discuss visioning.

2. DRAINAGE CRITERIA MANUAL AND ORDINANCE UPDATES

2.1 Initial Review

1) ENGINEER will prepare a detailed review of the current Drainage Criteria Manual documentation and all City stormwater-related ordinances and design criteria, including the Subdivision Ordinance and Lakes, Waterways, and Floodplains Ordinance.

2) ENIGNEER will attempt to identify areas of discrepancy between the written policies and criteria of the City and the actual enforced regulations.

3) ENGINEER will meet with City staff. Meeting is intended to allow City staff to identify any written policies or criteria that limits the City's ability to effectively regulate development as intended. ENGINEER will discuss with the City any new policies that could include new data submittal requirements to assist the City with new development review procedures.

Deliverable: One (1) meeting to discuss results of review and one (1) memorandum summarizing the results of the review

2.2 Benchmarking

Based on Feedback from the City during the initial review and visioning sessions, ENGINEER will develop a list of benchmark cities and perform the following tasks:

1) Identify and research no more than five (5) Texas cities including special drainage districts and no more than two (2) national cities regarding their Stormwater Ordinances and Drainage Criteria Manuals for "benchmarking" exercises.

2) Research MS4 Permits that have implemented post-construction and interim bacteria reduction plan (IBRP) measures.

3) Provide summary table of key benchmarks, metrics, baseline conditions and/or strategies from the surveyed ordinances and manuals.

4) Obtain readily available government-related information on rules, laws, policies, that should be included in the revamped stormwater ordinance (i.e. EPA rules, changes in NFIP, Corps' permit policies, etc.).

5) Prepare comparison of current Stormwater-related ordinances content with the "best, most innovative and practical" ordinances from the benchmarking exercise.

6) Provide a final summary of benchmark results to the City.

7) Obtain feedback from the City in the form of a brief meeting with the City staff or by a letter of recommendation on path-forward ideas from the benchmark exercises.

Deliverable: Benchmark Cities, Summary of Benchmark Criteria, Benchmark Comparisons, and Final Summary. One (1) meeting to discuss.

2.3 Recommend Updates

Based on the initial review, benchmarking exercise, visioning session, sensitivity analysis and City feedback, ENGINEER will prepare draft updates to Stormwater-related Ordinances and Drainage Criteria for City consideration. The draft revisions will be limited to short-policy updates. Revisions will not include significant reformatting or re-organization. This task will not include public outreach or stakeholders' meetings.

Recommended updates will consider results from Task 3.2 Evaluation of Hydrologic Parameters and Rainfall Data.

Meet with the City to discuss recommended updates and establish short-term and long-term policy updates. Based on meeting, ENGINEER will prepare final memorandum.

Deliverable: Draft ordinance/criteria updates and memorandum summarizing the short-term and long-term policy updates. One (1) meeting to discuss.

3. MODELING

3.1 Develop model inventory

ENGINEER will collect past studies and reports, master drainage plans, and related flooding and stormwater data from the City staff for the entire City. ENGINEER will work with the City to design a comprehensive geodatabase for storing existing and future study information that is easily accessible from desktop and browser based applications. For the selected playa lake system, ENGINEER will prepare a complete model inventory and develop a list of criteria that will be used to evaluate and document the source and assumptions associated with all the collected models in the system. Model inventory will include date of model, terrain source, model assumptions, datums, etc. The inventory will include an established process and workflow for documenting other playa systems and integrating the supporting data with the ArcGIS database to expedite future model research and regulatory data references.

3.1.1 Research and Data Collection

1) Compile existing study, master drainage plan, and drainage report data
2) Inventory the collected data and document data formats (GIS, CAD, Excel, etc.) and modeling software used
3) When possible, document the scope and purpose of each study and report.

3.1.2 Design Inventory GIS Database

1) Review inventory of collected data, determine required GIS feature classes, attribute fields, and valid value domain lists
2) Prepare draft database design and present to the City
3) Address the City's comments and build the initial geodatabase using System C from the 2010 MDP as the case study.

3.1.3 Documentation and Training

1) Prepare geodatabase documentation
2) Develop workflow for incorporating additional data to the inventory

3) Demonstrate to the City how to use the database through the desktop GIS and web map environments

Deliverable: ArcGIS Database and workflow for documentation of model inventory research. Database will be populated with the results of the model inventory for the selected playa lake system.

3.2 Evaluation of Hydrologic Parameters and Rainfall Data

The research and evaluation of hydrologic parameters in the City's Drainage Criteria Manual to determine whether changes are needed to more accurately represent the City's rainfall probabilities and geophysical conditions for undeveloped and developed areas. Parameters will be evaluated to determine the impact to regulatory data.

3.2.1 Hydrologic Data Research

1) Compile and research published data and reports related to hydrologic parameters and rainfall data in the West Texas region. Hydrologic parameters researched will include curve numbers, impervious percentages, time of concentration, unit hydrograph methods, rainfall depths, rainfall durations, and rainfall distributions. Determine recommendations for hydrologic parameters that will be evaluated for updates and the range of variance for the parameter evaluations.
2) City will provide available records of historical rainfall events, flood photos, high water marks, rainfall gauges, or other relevant flood event data. ENGINEER will also utilize provided data and staff interviews from Task 4.1 Identification of Stormwater Hot Spots.
3) ENGINEER will compile readily available flood photos, field reports, and other historical flood data available internally and from previous projects.

Deliverable: Memorandum referencing relevant published data and reports and hydrologic parameter ranges for evaluations

3.2.2 Historical Event Simulations

Select up to three (3) playa lakes, with input from the City, for evaluation and sensitivity analysis. Run selected range of hydrologic parameters to determine incremental impacts on regulatory data.

1) City will provide existing HEC-HMS and HEC-RAS models for selected playa lakes. Lakes will include a combination of undeveloped and developed landuse.
2) ENGINEER will acquire historical rainfall data from City gauges and calibrated radar data to assist in the simulation of up to three (3) historical flooding events.
3) ENGINEER will execute historical flooding simulations using the original Master Drainage Plan modeling software packages, updated to the most current version of the software.
4) Calibrate hydrologic parameters based on historical simulations and recorded playa lake depths.
5) ENGINEER will evaluate the feasibility of a continuous simulation model to analyze playa hydrology and hydraulics for the entire historical rainfall record duration. This evaluation will include recommendations for tracking future flood event data to facilitate calibration efforts and model refinement.

3.2.3 Sensitivity Analysis

Utilizing the same three (3) playa lakes from the Historical Event Simulations, run selected range of hydrologic parameters from Task 3.2.1 Hydrologic Data Research memorandum to determine incremental impacts on regulatory data.

1) ENGINEER will evaluate playa lakes based on selected hydrologic parameter updates.
2) ENGINEER will incrementally vary the selected hydrologic parameters and rainfall data and record impacts to regulatory data.

3.2.4 Report and Documentation

1) Compile results and comparisons into a memorandum that includes relevant backup data and recommendations for hydrologic parameters and rainfall data updates. Recommendations will be considered as part of the Drainage Criteria Manual updates in Task 2.3.
2) ENGINEER will conduct up to two (2) meetings with the City to discuss preliminary and final results prior to the finalizing the memorandum.

Deliverable: Summary memorandum with tables, figures, and report descriptions showing results of historical event simulations, calibrations, and sensitivity analysis. Memorandum will include recommendations for Drainage Criteria Manual updates for hydrologic parameters. Two (2) meetings to discuss.

4. CAPITAL IMPROVEMENT PLANNING

4.1 Identify Stormwater Hot Spots

4.1.1 Staff Interviews

1) ENGINEER will interview City staff to identify known flood, erosion, or water quality potential problems or concerns such as flooding damage, road overtopping, major erosion concerns and damage to City infrastructure
2) CITY staff includes Stormwater department employees, Stormwater inspectors, and Streets Department maintenance crews.
3) Information collected during interviews includes but is not limited to location and frequency of high water road closures, location and frequency of maintenance actions, location and frequency of high water assistance to residential or commercial facilities, routine channel and/or playa maintenance, and routine storm drain maintenance, estimated cost of damaged facilities and/or cost of routine maintenance for cost/benefit analysis.

4.1.2 Collect Data

1) ENGINEER will review City work order system for reported issues related to flooding, ponded water, or erosion.
2) ENGINEER will review previous studies and identify recommended improvements that have not been constructed to date. Prepare summary of return-event capacity by system from previous studies.
3) ENGINEER will document the results of the interviews and data collection.

4.1.3 Perform Field Visits

1) Perform field visits of local problem areas documenting with photographs, sketches, and video existing stormwater infrastructure of these areas.

2) Perform drive through field visits along City streets to field verify presence of above ground features of the developed stormwater pipe network noting missing or new features. If new features are located, ENGINEER will request City to provide a copy of as-built plans for these systems or field surveys can be accomplished as Additional Service or in future phases of the Project.

Deliverable: Summary memorandum documenting the identified stormwater hot spots. Three (3) days for field visits, two (2) with City staff.

4.2 Perform Rapid Assessment

Perform a rapid assessment desktop analysis for the City of Lubbock and ETJ as a screening tool to identify flooding hot spots and ponding locations within the playa systems. Analysis will be performed using InfoWorks ICM and the City will be divided into a maximum of eight (8) analysis areas. The analysis areas will follow playa system boundaries, but some system will be combined to optimize the rapid assessment effort. ENGINEER will utilize the following data and methodology in executing desktop analyses:

1) Existing conditions land use assumptions from inspection of aerial photography provided by City and impervious area delineations developed during the Storm Water Utility Fee project;

2) Infiltration parameters will be defined using initial and constant loss methodology;

3) Existing 1-foot LiDAR topographic information provided by City will be used to create a ground surface mesh. Triangle size will be adjusted to provide adequate resolution without breaklines;

4) Buildings will be represented within the mesh based on high Manning's n values or building footprints based on existing GIS information;

5) Manning's n values for hydraulic roughness will be based on existing GIS landuse datasets;

6) Define and adjust rainfall hyetograph to account for storage within the stormwater pipe system;

7) All playa systems within the City and ETJ will be analyzed but models will be separated to allow for greater detail within hydraulic mesh. Some playa systems may be combined where possible based on the level of development and detail required;

8) Execute "rain on mesh" simulation for City and ETJ utilizing 2-year and 10-year return events with a 24-hour storm duration;

9) Initial conditions for playas and playa overflow paths will be based on the elevations represented by the LiDAR.

10) Delineate areas of flooding hot spots and ponding locations during each storm event.

Deliverable: Preliminary inundation mapping and digital data output including ponding areas, flow accumulation grids, terrain based watershed delineations, and other ArcHydro output files. Two (2) meetings to discuss modeling process and results.

4.3 Drainage Complaint GIS Database

4.3.1 Create GIS Database

1) Design a complaint geodatabase based on the identified problems resulting from staff, citizens, field work, previous reports, hot spot identification and the rapid assessment analysis. This geodatabase will be designed in coordination with the model inventory geodatabase.

4.3.2 Populate GIS Database

1) Identified problems resulting from staff, citizens, field work, previous reports, hot spot identification and the rapid assessment analysis will be imported into the geodatabase.
2) Using GIS spatial analysis tools, perform a comparison of complaint and maintenance areas with identified ponding areas from rapid assessment analysis.
3) Recommendations for updates and processes for maintaining this geodatabase will be provided.

Deliverable: ArcGIS geodatabase and workflow document to track future drainage complaints. Two (2) meetings to discuss.

4.4 Stormwater Project Screening Report

1) Meet with City to discuss findings and comparison for identification of Top 10 Hot Spots across the City. Identify areas of immediate concern for possible creation of needed drainage CIP projects in advance of Stormwater Master Plan completion.
2) ENGINEER will prepare a Stormwater Project Screening Report that includes the Top 10 Hot Spot area descriptions, preliminary evaluation methodology and results, conceptual improvement alternatives (excluding detailed analysis, modeling or calculation), exhibits and order-of-magnitude construction cost.
3) Any projects identified for immediate CIP will be ranked for priority of design and construction.
4) ENGINEER will develop and deliver two (2) hard copies of the draft project screening report.
5) ENGINEER will receive and incorporate City comments to the draft project screening report.
6) ENGINEER will develop and deliver two (2) hard copies of the final project screening report, along with electronic files of the reports, models, exhibits, and GIS data.

Deliverable: Report that includes relevant descriptions, tables, backup data, and figures to summarize effort and results of Tasks 4.1 – 4.3. Two (2) meetings to discuss.

4.5 Capital Improvements Program Development

1) ENGINEER will meet with City Staff (Stormwater Engineering Department) to discuss community priorities for Stormwater system function, services, future goals and needed improvements. ENGINEER will provide a list of commonly identified criteria for prioritizing CIP projects. Criteria may include, but is not limited to, geographic location, construction cost, economic development consideration, depth of roadway overtopping, business interruption, life safety, structure inundation and property inundation.
2) Identified criteria will be ranked using a Pairwise Analysis process to provide a relative weight to each criteria category.
3) ENGINEER will coordinate with City to adjust the ranking procedures to conform to City specific requirements and gain staff input.

4) Upon determination of proposed improvement projects (future phase), ENGINEER will evaluate each project on a scale of 1 – 5 for each identified criteria. Resulting numerical ranking of projects will be documented. A one-page summary of each project will be generated for use in presenting selected projects to stakeholders, constituents, elected officials and the general public.

5) ENGINEER will finalize list of projects that are ranked on a City-wide basis. ENGINEER will coordinate with City staff to discuss potential mechanisms to fund projects and to recommend a timing of expected project implementation, based on the City supplied funding schedule for proposed projects.

6) ENGINEER will prepare a Stormwater CIP Summary Report that includes identified problem area descriptions, preliminary evaluation methodology and results, CIP ranking procedures and results, problem areas selected for detailed study, proposed CIP alternatives, exhibits and opinions of probable construction cost.

Deliverable: Prioritization criteria database. Three (3) meetings to discuss the CIP development process. Initial CIP report.

CITY OF LUBBOCK
STORMWATER MASTER PLAN

EXHIBIT D1B SCHEDULE

ID	Task Name	Start
1	**1 Program Management**	**Mon 5/18/15**
2	1.1 Project Management	Mon 5/18/15
3	1.2 Program Management Tools	Thu 6/18/15
4	1.3 Public Outreach Strategy	Thu 6/18/15
5	1.4 Visioning	Mon 5/18/15
6	**2 DCM/Ordinance**	**Thu 6/18/15**
7	2.1 Initial Review	Thu 6/18/15
8	2.2 Benchmarking	Fri 7/24/15
9	2.3 Recommended Updates	Thu 11/5/15
10	**3 Modeling**	**Mon 5/18/15**
11	3.1 Develop Model Inventory	Mon 5/18/15
12	3.2 Hydrologic Parameters and Rainfall	Thu 6/18/15
13	**4 CIPs**	**Thu 6/18/15**
14	4.1 Identify Stormwater Hot Spots	Thu 6/18/15
15	4.2 Perform Rapid Assessment	Thu 6/18/15
16	4.3 Drainage Complaint GIS Database	Thu 8/27/15
17	4.4 Stormwater Project Screening Report	Thu 11/5/15
18	4.5 CIP Development	Thu 8/27/15

Thu 3/19/15 | Task | Milestone | Summary

HALFF | HUGO REED AND ASSOCIATES, INC. | FREESE NICHOLS

Resolution No. 2017-R0201

Item No. 5.7

June 8, 2017

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 and related documents to that certain Professional Services Contract No. 12113, dated April 9, 2015, concerning the provision of engineering services related to future Drainage Capital Improvement Projects, by and between the City of Lubbock and Halff Associates, Inc., of Fort Worth, Texas. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on June 8, 2017.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, PE; Director of Public Works

APPROVED AS TO CONTENT:

Jennifer Davidson, PE; Stormwater Engineer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

ccdocs/RES. Amendment 2 – Contract 12113 – Halff Associates, Inc. – Engineering Services
May 24, 2017

Resolution No. 2017-R0201

SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT NO. 12113 BETWEEN THE CITY OF LUBBOCK AND HALFF ASSOCIATES, INC.

This Second Amendment (the "Amendment") to the Professional Services Contract (the "Contract") is by and between the City of Lubbock, a Texas municipal corporation (the "City"), and Halff Associates, Inc., a Texas corporation (the "Engineer").

RECITALS

WHEREAS, the Engineer and the City executed the Contract on April 9, 2015; and

WHEREAS, the Engineer and the City amended the Contract on August 11, 2016 to extend the term of the Contract to September 30, 2018 and to allot an additional five hundred thousand dollars ($500,000) towards a Contract Task Order; and

WHEREAS, the Engineer and the City hereby desire to enter into an additional amendment to the Contract; and

NOW THEREFORE, the Engineer and the City hereby amend the Contract as follows:

AMENDMENT

1. The attachment to this Amendment entitled "Exhibit D3" shall be attached to the Contract as "Exhibit D3."

2. This Amendment shall become effective upon execution by the parties, and the remainder of the Contract shall remain in full force and effect except as changed herein.

THIS SECOND AMENDMENT IS EFFECTIVE ON THIS 8th **DAY OF** June **2017.**

SIGNATURES

For CITY OF LUBBOCK:

DANIEL M. POPE, MAYOR

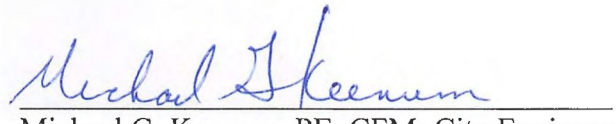
For HALFF ASSOCIATES, INC.:

Erin Atkinson, PE, CFM, GISP; Vice President

ATTEST:

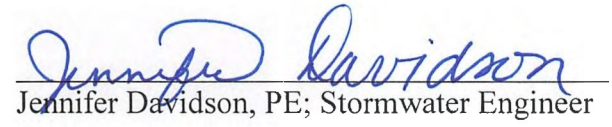
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Michael G. Keenum, PE, CFM; City Engineer

APPROVED AS TO CONTENT:



Jennifer Davidson, PE; Stormwater Engineer

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

Exhibit "D3"

City of Lubbock

Stormwater Master Plan

Task Order #3

This Task Order is made as of June 8, 2017, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (City) and Halff Associates, Inc. (ENGINEER), dated April 9, 2015 (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 3 will initiate the updates phase of the City of Lubbock Stormwater Master Plan. The consultant will assist the City with Program Management, Drainage Criteria Manual updates, modeling updates, and as well as other initiatives prioritized during Task Orders 1 and 2.

Section A. - Scope of Services

ENGINEER shall perform the following Services:

1. PROJECT MANAGEMENT

1.1 Meetings

A project kick-off meeting will be held with all team members at the beginning of the task order. Subsequent project status meetings will be held with designated team members based on the current tasks being completed. Meeting minutes will be documented and distributed throughout the project.

ENGINEER will meet bi-weekly with internal team members throughout the project and also communicate via web-conferencing as needed.

The Halff Program Manager shall conduct the project status meetings with the City's staff on a regular basis, approximately every four to six (4 to 6) weeks depending on the current tasks being performed, or at the request of the City.

Meetings will be held at significant project milestones with written documentation of each meeting provided. Correspondence and informal meetings will also be conducted on an as needed basis. In addition to the meeting minutes, all milestones and major decisions that require City approval will be tracked in a project decision and approval log. Meetings will be conducted in person or through web-conferencing with team members. ENGINEER will meet with the City up to nine (9) times as part of the overall project management. Meetings associated with other project tasks will be coordinated with the project management meetings to the extent possible. Additional meetings, held via conference call or web-conferencing can be held as needed.

1.2 Invoicing

ENGINEER will prepare monthly invoicing and work closely with the City on these submittals.

2. DRAINAGE CRITERIA MANUAL AND ORDINANCE UPDATES

The City of Lubbock wants to ensure that the Drainage Criteria Manual standards are organized, current, and generally consistent with other City ordinances, criteria, and general practices. Task Order 2 developed draft DCM and Ordinance updates. Task Order 3 will finalize this activity and implement the updates.

2.1 Stakeholder Engagement

The Draft DCM and Ordinance updates will be presented to stakeholders. Comments on the draft documents will be collected and addressed.

2.2 Final DCM and Ordinance

Coordination with current City ordinances and upcoming policies will be reviewed. Workshops and presentations will be held to update and coordinate with City staff and stakeholders. Final revisions will be prepared and coordinated with comments from City staff and elected officials. Final documents will be presented for adoption by the City.

2.3 Implementation

Documentation will be developed outlining the changes included in the updated manual. Workshops will be conducted to assist the DCM users with implementing the new manual.

3. STORMWATER STUDIES FOR CAPITAL PROJECTS

Refine overland and playa lake flood hazards utilizing detailed 2D modeling. Identify CIPs for future fully developed conditions of the watershed. Develop projects of opportunity to inform future City thoroughfare planning, comprehensive planning and coordination with other City department initiatives.

3.1 Research and Data Collection

Compile recent and ongoing study data and infrastructure plans. Review Master Thoroughfare Plan, Comprehensive Plan and other City planning documents for future landuse.

3.2 Detailed Hydrology

Prepare detailed hydrologic parameters and models adequate for street and inlet level 2D modeling.

3.3 Detailed 2D modeling of Playa lakes and overflows

Utilizing the City's selected 2D modeling program, prepare 2D modeling of playa lakes and overflows. Playa lakes and systems will be prioritized based on developing watersheds, existing flood damages, and potential grant funding. Updates will provide regulatory data for developing watersheds to minimize future flood risk. Updates will also inform future capital projects to address existing flooding risk and needs.

3.4 Floodplain Delineations and Analyze Flood Hazards

Existing and Future Fully Developed Floodplains and data will be provided with adequate detail for incorporation with the City's ongoing model inventory. Database structure will be prepared for efficient reference of flood data and regulatory water surface elevations.

Flood hazards and at risk structures will be identified and listed. Non-regulatory products such as depth grids and floodplain change detection deliverables will also be developed.

3.5 Conceptual Alternatives

Conceptual alternatives including future thoroughfare crossing locations, stormwater infrastructure sizing, and conceptual estimates of probable cost will be developed for flood mitigation alternatives and future planning level watershed improvements. Benefit cost analysis will be developed for each mitigation alternative.

4. MASTER DRAINAGE PLAN UPDATES

A Master Drainage Plan Update Pilot was conducted as part of Task Order 2. Task Order 3 will implement the update methodologies identified during the pilot study for playa systems that have been developed since the previous MDP, are currently being developed, or will be developed in the future to identify potential drainage related issues and help guide land development as the City grows.

4.1 Prioritize Playa Systems

This task will rank each playa sub-system based on current and predicted growth. The prioritized list will be presented to the City to determine which systems will receive an MDP update.

4.2 Perform 2D Modeling

Hydrologic and hydraulic modeling will be performed on the prioritized playa sub-systems using software capable of 2D modeling analysis. The playa systems will be modeled based on assumed future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes and the impacts of runoff to the major thoroughfare crossings.

4.3 Develop MDP Mapping

The datasets used to develop the MDP models will be stored in a standardized GIS database for use by the development community and other stakeholders. Additionally, the results of the hydraulic modeling will be used to develop inundation areas and expected flowpaths of the stormwater runoff.

4.4 Document MDP Final Report

The assumptions, model parameters, and results for each playa system will be documented in a MDP Final Report.

5. GIS Application and Data Delivery

The City of Lubbock Stormwater Master Plan was a multi-year project that looked at a broad range of activities performed by the Storm Water Department. Several of these activities required the development of GIS applications and data. This task will document and prepare these applications and data for delivery to the City.

5.1 Drainage Analysis Review Tracking Application

The DAR tracking application was built around the City's drainage analysis inventory and allowed the City to track new DAR submittals and compare them to previously accepted submittals. The DAR tracking application will be documented and guidance will be provided to the City for the continued use and maintenance of the application.

5.2 Stormwater Project Tracking Application

The Stormwater project tracking application is a GIS based database that allows the City to track drainage issues and potential CIP related projects. This application will be documented and guidance will be provided to the City for the continued use and maintenance of the application.

5.3 Drainage Analysis Inventory GIS Database

The drainage analysis inventory GIS database contains all the historic drainage related submittals that have been developed or submitted to the City. Documentation will be developed and guidance will be provided to the City for maintaining this GIS database.

5.4 Stormwater Master Plan GIS Data Delivery

In addition to the drainage analysis inventory, a variety of other GIS datasets were developed to support the master planning process including, but not limited to, drainage complaint hot spots, basin delineations, updated storm drain inventory, floodplains, and depth of flooding. Each dataset will be documented and prepared for delivery to the City.

Section B. - Schedule

Perform the Services and deliver the related Documents (if any) according to the following schedule:

The schedule of services performed will be completed within 12 months of task order notice to proceed.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _500,000_ , payable in accordance with the Professional Services Contract (Task Order Basis) and this Task Order #_3_.

Task/Description	Estimated Budget
1. Project Management 1.1. Meetings and Coordination 1.2. Invoicing	$75,000
2. DCM and Ordinance Updates 2.1. Stakeholder Engagement 2.2. Final DCM and Ordinance 2.3. Implementation	$100,000
3. Stormwater Studies for Capital Projects 3.1. Research and Data Collection 3.2. Detailed Hydrology 3.3. Detailed 2D Modeling of Playa Lakes and Overflows 3.4. Floodplain Delineations 3.5. Analyze Flood Hazards 3.6. Conceptual Alternatives	$50,000
4. Master Drainage Plan Updates 4.1. Prioritize Playa Systems 4.2. Perform 2D Modeling 4.3. Develop MDP Mapping 4.4. Document MDP Final Report	$200,000
5. GIS Application and Data Delivery 5.1. DAR Tracking Application 5.2. Stormwater Project Tracking 5.3. Drainage Analysis Inventory GIS Database 5.4. SWMP GIS Data Delivery	$75,000
Total Estimated Fee	$500,000

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and or provide the following:

No additional activities to Exhibit C are required for Task Order #3.

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas	Halff Associates, Inc.
(City)	(ENGINEER)
Signature Jennifer Davidson	Signature Erin Atkinson
Name Jennifer Davidson, PE, CFM	Name Erin Atkinson, PE, CFM, GISP
Title Stormwater Engineer	Title Vice President
Date 5/19 2017	Date 5/19 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-214297

Date Filed:
05/25/2017

Date Acknowledged:
05/26/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
12113
Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Skipwith, Walter	Richardson, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Plugge, Roman	Richardson, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Kunz, Pat	Richardson, TX United States	X	
Kuhn, Greg	Richardson, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Edwards, Mark	Richardson, TX United States	X	
Craig, Matthew	Richardson, TX United States	X	
Bargainer, Tim	Austin, TX United States	X	
Adams, Bobby	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
12113
Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-214297

Date Filed:
05/25/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
12113
Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
SARAH PITTMANN
Notary Public
State of Texas
My Comm. Expires 10-20-2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Erin Atkinson, this the 26th day of May, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Sarah Pittmann — Printed name of officer administering oath | Contract Admin — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-214297

Date Filed:
05/25/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
12113
Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zapalac, Russell	Richardson, TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Skipwith, Walter	Richardson, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Plugge, Roman	Richardson, TX United States	X	
Moya, Mike	Austin, TX United States	X	
Kunz, Pat	Richardson, TX United States	X	
Kuhn, Greg	Richardson, TX United States	X	
Killen, Russell	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Edwards, Mark	Richardson, TX United States	X	
Craig, Matthew	Richardson, TX United States	X	
Bargainer, Tim	Austin, TX United States	X	
Adams, Bobby	Houston, TX United States	X	

Resolution No. 2018-R0010
Item No. 7.5
January 11, 2018

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment 3 for Contract No. 12113 for Design Services related to Capital Improvements Project studies performed as part of the City of Lubbock Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., of Richardson, 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 January 11, 2018.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., CFM
Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA Amendment 3.Contract 12113.Design Services
12.27.2017

Resolution No. 2018-R0010

THIRD AMENDMENT TOPROFESSIONAL SERVICES CONTRACT NO.12113 BETWEEN THE CITY OF LUBBOCK AND HALFF ASSOCIATES,INC.

This Third Amendment (the "Amendment") to the Professional Services Contract (the "Contract") isbyand between the City of Lubbock, a Texas municipal corporation (the"City"), and Halff Associates, Inc., a Texas corporation (the "Engineer").

WITNESSETH:

WHEREAS, prior amendments to professional services Contract number 12113 incorporated exhibits through "Exhibit D3" and terminated the agreement as of September 30, 2018.

WHEREAS, the City has determined the need for additional design services which are to be performed by the Engineer as part of the City of Lubbock's Stormwater Master Plan.

NOW, THEREFORE, the City and Engineer agree to the following terms in this THIRD AMENDMENT:

1. The attachment to this Amendment entitled "Exhibit D4" is incorporated herein to the Contract as "Exhibit D4".
2. Additional time is granted to complete the tasks as described in "Exhibit D4" and the Contract terminates at the close of business on September 30, 2019, unless a mutual agreement in writing is made by the City and the Engineer to further extend the term.
3. This Amendment shall become effective upon execution by the parties, and the remainder of the Contract shall remain in full force and effect except as changed herein.

THIS THIRD AMENDMENT IS EFFECTIVE ON THIS 11th DAY OF January 2018.

For CITY OF LUBBOCK:

Daniel M. Pope, Mayor

For HALFF ASSOCIATES, INC.:

Erin Atkinson, PE, CFM, GISP, Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., CFM
Division Director of Engineering/City Engineer

Jennifer Davidson, P.E., CFM,
Compliance & Engineering Services Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Exhibit "D4"

City of Lubbock

Stormwater Master Plan

Task Order #4

This Task Order is made as of_____, 2018, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (CITY) and Halff Associates, Inc. (ENGINEER), dated _April 9, 2015_ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 4 will provide design services related to Capital Improvement Project (CIP) studies performed as part of the City of Lubbock Stormwater Master Plan. The consultant will provide design services for the 98th Street & Salisbury Avenue drainage improvements CIP project.

Section A. - Scope of Services

ENGINEER shall perform the following Services:

1. PRELIMINARY ENGINEERING

ENGINEER completed a preliminary concept design for drainage improvements near the intersection of 98th Street and Salisbury Avenue. The purpose of the proposed drainage improvements was to provide additional inlet and pipe capacity to improve local flooding conditions in smaller, frequent storm events. ENGINEER created an ICPR model, concept level (30%) design, and preliminary cost estimate and summarized the recommendations in a design memo to the CITY.

1.1 Preliminary Engineering (30%)

a. Pre-Design Conference – Meet once with CITY engineering staff to review Project requirements, design criteria, communication procedures, Project scheduling, personnel, and other pertinent matters that may impact the Project. Additional meetings will be scheduled throughout the length of the Project.

b. Survey Coordination – Coordinate with surveyor to obtain design survey for project area.
   i. Surveyor will locate right-of-way lines, property corners, property lines, and all easements of which surveyor has knowledge of within the survey limits of the project area, as depicted on Exhibit A.
   ii. Grid and additional points sufficient to accurately show existing ground surface and existing site features for the area depicted on Exhibit A.
   iii. Topo grid and cross sections will be obtained at max 50 foot interval. Side streets, alleys and drainage ways will be surveyed to the limits depicted on Exhibit A.
   iv. Datum to be relative to the Texas State Plane Coordinate System using the NAD83

horizontal datum and the NAVD88 vertical datum. Three (3) project control points will be established in areas not in conflict with construction.

v. Both top of curb and gutter elevations shall be provided.

vi. All above-ground features within the survey limits including buildings, fences, utilities, sidewalks, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth shall be identified.

vii. Surveyor will be responsible for showing the location of existing utilities based on drawings provided by ENGINEER.

viii. Identify existing Right-of-Way and easements within the survey limits (Note – external title search services will not be used). Identify property owners, business name and type, parks, cemeteries, etc., street addresses and deed recording information within the survey limits.

ix. Surveyor shall tie into the nearest FEMA monuments for all projects located within a FEMA floodplain according to current FEMA data.

x. Types of existing pavement surfaces shall be identified for streets, alleys, sidewalks, driveways, etc. Existing lane markings and signage shall be identified in detail (color, width, paint, thermoplastic, stripes, words, symbols, etc.). Existing traffic signals including base, mast arms, and control boxes shall be located and identified. Any planters, mailboxes (with type) and other improvements shall be identified.

xi. Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits. For all gravity flow utilities (i.e. storm water and sanitary sewer) the manholes upstream and downstream of the last manhole within the project limits shall be tied in. This may result in having to tie in manholes that are outside of the project limits as defined by the ENGINEER. Note any relevant information (damaged, silted in, etc.).

xii. A hard copy of all field notes within two (2) days of delivery of the electronic version.

xiii. An electronic file of digital terrain model including TIN mass points and breaklines. Electronic file shall include the location of underground utilities as indicated through DIGTESS marking or coordination with City utilities.

xiv. A list of definitions of all abbreviation used for points. (i.e. TOC = Top of Curb).

xv. Deliverables:

1. One (1) PDF file and three (3) prints of each drawing signed and sealed by a Texas Registered Professional Land Surveyor. The units of the drawing file shall be survey feet.
2. The scale of full size plan sheets shall be 1:50.
3. The drawing shall include all of the control points utilized for the project. All control points shall have their own unique point number, northing and easting coordinate, elevation, and point description.
4. The drawing shall include a text block that states the coordinate system (horizontal and vertical) that the survey is using along with any scale factors for GPS applications.
5. The survey coordinates shall be provided in surface and the scale factor required to convert from grid coordinates to surface coordinates shall be provided. All CAD files shall include text stating what the datum and scale factor utilized on this project.

c. SUE Coordination – Coordinate with utility companies to locate critical utilities and coordinate with surveyor to obtain survey information of those utilities.

i. SUE coordinator will perform services in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". A SUE Field Manager will be on-site for the portion of this service that requires field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for quality control and signing

ii. Locating (Vacuum Excavation) - Quality Level A services will include up to ten (10) test holes at locations specified by the ENGINEER. 8" x 8" test holes will be dug, the depth to the utility will be recorded, and backfill used to restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the text hole. SUE coordinator will make a good faith effort to locate all Level A designated utility locations, but shall be compensated for work performed even if the utility is not located.

iii. Designating - Quality Level B services will designate the tonable utilities using geophysical prospecting equipment and mark with paint and/or pin flags in the green shaded area shown on Exhibit A. Designating irrigation lines, asbestos concrete as well as pvc lines without tracer wire or access is not included in this scope of services. The SUE coordinator's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Because of limited record information, the SUE coordinator cannot guarantee that all utilities will be found and marked on the project.

iv. Surveying - Quality Level C services will designate (paint marks, pin flags, and all above ground utility appurtenances) and locate (iron rod with cap or "x-cut") work will be surveyed and tied to the project survey control. The survey control and base / seed file will be provided to by the Surveyor.

v. Records Research - Quality Level D services will organize and document all records that can be provided by the CITY. Additionally, the SUE coordinator will perform additional record research as needed to successfully complete the project.

vi. Traffic control will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. This service does not include any additional lane closures(s), flag person(s), arrow board(s), changeable message board(s) or the preparation of engineered traffic control plans.

vii. Deliverables for the designating work will include an electronic file (DGN and/or DWG) containing the horizontal locations of the utilities. The utilities will be overlaid onto the base / seed file provided by the Surveyor. A Test Hole Data Form will be completed and submitted to the Surveyor for the test hole performed indicating depth, size, and material of utility. Electronic files will also be provided in DGN and/or DWG format along with PDFs and photos.

1.2 Preliminary Engineering (60%)

a. Utilizing information obtained from the data collection and the field survey, ENGINEER will prepare preliminary engineering plans with a submittal at sixty percent (60%) completion. The preliminary engineering design phase will include the following:

   i. Location of existing utilities, infrastructure, buildings, property lines, landscaping, and other pertinent information.
   ii. Establish preliminary horizontal and vertical alignments for proposed improvements.
   iii. Delineate drainage areas and make evaluations as to the extent of drainage facilities required for the project.
   iv. Revise the ICPR model to match the proposed design.
   v. Verify that there are no right-of-way or easement needs and that the proposed improvements are located inside existing right-of-way or easements. Right-of-way and/or easement acquisition shall considered an additional service.
   vi. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, etc., and provide preliminary replacement or alternate design options if required.
   vii. Sheets to be provided at 60% Design Submittal:
      1. Cover Sheet

2. Horizontal Control
3. Roadway Plan and Profile
4. Typical Sections
5. Drainage Area Map
6. Drainage Calculations (inlet & drainage area calculations)
7. Inlet/Headwall Design
8. Storm Drain Plan and Profile
9. Grading Plan
10. Demolition Plan
11. Details

b. Prepare updated estimated construction quantities and opinion of probable construction costs for sixty percent (60%) submittal. Present any potential alternatives, which may provide cost savings to the CITY.

c. Meet with the CITY after the 60% design comments have been. Provide comment/response/resolution list for CITY comments during the 60% design.

d. Deliverables - ENGINEER will submit two (2) half size (11" x 17") sets of preliminary plans, specifications, and construction estimate to the CITY for review along with a CD/DVD/USB containing PDFs of all plans and documents.

1.3 Deliverables

ENGINEER will submit two (2) half size (11" x 17") sets of preliminary plans, specifications, and construction estimate to the CITY for review along with a CD/DVD/USB containing PDFs of all plans and documents

2. FINAL ENGINEERING

2.1 Final Engineering Design

Incorporating comments from the CITY, franchise utilities, and other interested parties, prepare final engineering plans and specifications with submittals at ninety percent (90%) and one-hundred percent (100%) completion. The final engineering design phase will include the following:

a. Revise and complete previously prepared drawings and provide comment/response/resolution list for CITY comments provided during Preliminary Engineering Design (60%).
b. Revise ICPR model and calculations per design for 90% and Final design plans.
c. Prepare final construction sequencing, traffic control and access plans.
d. Prepare erosion control plans to comply with CITY and any federal, state, or local requirements.
e. Prepare additional details as required not included in the CITY's standard details.
f. Sheets to be included at 90% and Final Plans:
    i. All sheets mentioned previously
    ii. General Notes Sheet
    iii. Traffic Control Plan
    iv. Erosion Control Sheets
    v. Special Details (if required)

2.2 Prepare Estimates

Prepare updated estimated construction quantities and opinion of probably construction costs.

2.3 Deliverables

Engineer will submit two (2) half size (11" X 17") sets of preliminary plans, specs, and construction estimate to the CITY for review along with a CD/DVD/USB containing PDFs of all plans and documents.

3. BID PHASE SERVICES

Bid notification will be distributed electronically through the CITY's system (BidSync) to prospective bidders. The Engineer will assist the CITY with the bidding process as follows:

3.1 Bid Process

Engineer will assist the CITY with the bidding process as follows:

a. Provide bidding documents to CITY's BidSync system and upload for prospective bidders.
b. Attend pre-bid conference.
c. Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.
d. Attend the bid opening and assist the CITY in tabulating and analyzing bids received.
e. Assist the CITY with reference checks and provide recommendation on the award of the contract to the lowest qualified bidder.

4. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services, ENGINEER will proceed with the performance of construction phase services as described below. ENGINEER will endeavor to protect CITY in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

4.1 Pre-Construction Conference

Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project.

4.2 Construction Observation

Perform periodic site visits as needed or requested to determine the overall progress of construction and conformance with plans and specifications. Up to six (6) site visits are included in these services for the duration of the construction schedule.

4.3 Progress Meetings

Conduct up to six (6) progress meetings for the duration of the construction schedule to discuss contractor progress with the contractor and the CITY.

4.4 Changes & Reviews

Review and either approve or reject all submittals/shop drawings/RFI's for the Project. When requested, review laboratory testing reports, field change requests and change orders and provide comments to CITY. Provide written responses to requests for information or clarification to CITY or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and Requests for Information (RFI) Log throughout the duration of the Project, and make such logs available to the CITY upon request.

4.5 Final Walk-Through

Upon substantial completion of construction, the CONSULTANT will participate in a final walk-through with the CITY and the contractor and will contribute items to the CITY for inclusion in a punch list.

4.6 Record Drawings

Prepare record drawings utilizing CITY and contractor as-built information, including one (1) set of full size paper record drawings for review, followed by one (1) set of full size paper and one (1) set of full size mylar final record drawings, along with a CD/DVD/USB containing a PDF of the plan set, TIFF images of each individual plan sheet, and a project base map in DWG format.

4.7 Schedule

ENGINEER shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY's review of documents submitted under this Contract.

5. SPECIAL SERVICES

If approved by the CITY, the ENGINEER will perform the scope of work for the following items:

5.1 Field Exploration

a. Subsurface Exploration
   i. Select and mark 2 boring locations along 98th Street and notify Texas 811 and appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration.
   ii. Exploratory core borings will be drilled within the roadway, which will require closing one traffic lane during drilling. Traffic control including flagmen will be utilized to route vehicles around the lane closure. Obtain ROW permit for drilling in roadway.
   iii. Subcontract with a geotechnical drilling contractor to drill a total of 2 borings to a depth of about 20 feet each. Samples will be collected using continuous flight augers and either split-spoon or tube samplers. Rock, if encountered, will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and the road surface patched.
   iv. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

5.2 Laboratory Testing

a. Testing will be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
b. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test types and quantity may vary, but are expected to include:
    i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
    ii. Moisture content
    iii. Dry unit weight
    iv. Unconfined compressive strength
    v. Soluble sulfate content and Lime Series pH

5.3 Engineering Analysis

Prepare a technical memorandum summary of the geotechnical investigation to include:

a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory data.
c. Recommendations for pavement design including subgrade treatment, preparation, and thickness. Pavement thickness calculations will be performed using available traffic data (provided by the City) and applicable design parameters according to CITY standards. All assumptions and pavement design parameters will be documented in the memorandum (e.g., traffic volumes, design life, terminal serviceability, annual growth rate, etc.).
d. General discussion of expected construction related issues.
e. Earthwork related recommendations for use during development of plans and specifications.

5.4 Design Support

The geotechnical group is available to provide support during design, on an as-needed basis. The fee includes 8 hours of consulting time for these services. If included in the fee, we recommend that these hours be included in the design portion of the fee and not listed with the geotechnical services fee.

Additional Services Not Included In This Scope:

1. Easement documentation
2. Environmental investigation
3. Public involvement
4. Resident representative services during construction other than listed in this scope of services.

Section B. - Schedule

Perform the Services and deliver the identified tasks according to the following schedule:

The schedule of services performed will be completed within 12 months of task order notice to proceed.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _200,000_ , payable in accordance with the Professional Services Contract (Task Order Basis) and this Task Order #_4_.

Task/Description	Estimated Budget
1. Preliminary Engineering 1.1. Preliminary Engineering (30%) 1.2. Preliminary Engineering (60%) 1.3. Deliverables	$100,200
2. Final Engineering 2.1. Final Engineering Design 2.2. Prepare Estimates 2.3. Deliverables	$38,000
3. Bid Phase Services 3.1. Bid Process	$7,400
4. Construction Phase Services 4.1. Pre-Construction Conference 4.2. Construction Observation 4.3. Progress Meetings 4.4. Changes & Reviews 4.5. Final Walk-Through 4.6. Record Drawings	$31,300
5. Special Services 5.1. Field Exploration 5.2. Laboratory Testing 5.3. Engineering Analysis 5.4. Design Support	$23,100
Total Estimated Fee	$200,000

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required for Task Order #4.

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas

(City)

Signature Jennifer Davidson

Name Jennifer Davidson, PE, CFM

Title Compliance & Engineering Services Manager

Date 12/19/2017

Halff Associates, Inc.

(ENGINEER)

Signature Erin Atkinson

Name Erin Atkinson, PE, CFM, GISP

Title Vice President

Date 12/19/2017

Resolution No. 2018-R0420

Item No. 6.7

December 6, 2018

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment 4 for Contract No. 12113 for Design Services related to Capital Improvements Project studies performed as part of the City of Lubbock Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., of Richardson, 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 December 6, 2018.

DANIEL M. POPE, MAYOR

ATTEST:

for

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA Amendment 4.Contract 12113.Design Services
10.31.18

Resolution No. 2018-R0420

FOURTH AMENDMENT TO PROFESSIONAL SERVICES CONTRACT NO. 12113 BETWEEN THE CITY OF LUBBOCK AND HALFF ASSOCIATES, INC.

This Fourth Amendment (the "Amendment") to the Professional Services Contract (the "Contract") is by and between the City of Lubbock, a Texas municipal corporation (the "City"), and Halff Associates, Inc., a Texas corporation (the "Engineer").

WITNESSETH:

WHEREAS, prior amendments to professional services Contract number 12113 incorporated exhibits through "Exhibit D4" and terminated the agreement as of September 30, 2019.

WHEREAS, the City has determined the need for additional design services which are to be performed by the Engineer as part of the City of Lubbock's Stormwater Master Plan.

NOW, THEREFORE, the City and Engineer agree to the following terms in this FOURTH AMENDMENT:

1. The attachment to this Amendment entitled "Exhibit D5" is incorporated herein to the Contract as "Exhibit D5".
2. Additional time is granted to complete the tasks as described in "Exhibit D5" and the Contract terminates at the close of business on September 30, 2020, unless a mutual agreement in writing is made by the City and the Engineer to further extend the term.
3. This Amendment shall become effective upon execution by the parties, and the remainder of the Contract shall remain in full force and effect except as changed herein.

THIS THIRD AMENDMENT IS EFFECTIVE ON THIS 6th **DAY OF** December **2018.**

For CITY OF LUBBOCK:

Daniel M. Pope, Mayor

For HALFF ASSOCIATES, INC.:

Erin Atkinson, PE, CFM, GISP, Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., Division Director of Engineering/City Engineer

John Turpin, P.E., Assistant City Engineer/Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Exhibit "D5"

City of Lubbock

Stormwater Master Plan

Task Order #5

This Task Order is made as of_____, 2018, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (CITY) and Halff Associates, Inc. (ENGINEER), dated _April 9, 2015_ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 5 will provide professional services related to updating Master Drainage Plans for playa basins as part of the City of Lubbock Stormwater Master Plan. The consultant will coordinate with the City to determine the playa basins that will receive updated Master Drainage Plans.

Section A. - Scope of Services

ENGINEER shall perform the following Services:

1. MASTER DRAINAGE PLAN UPDATES

Master Drainage Plan Updates were initiated and conducted as part of Task Order 3. Task Order 5 will continue the MDP updated process for additional playa basins. The MDP update process used for Task Order 3 will be continued and the updates will focus on developing areas of the City and locations of future annexation.

1.1 Prioritize Playa Systems

This task will rank each playa sub-system based on current and predicted growth. The prioritized list will be presented to the City to determine which systems will receive an MDP update.

1.2 Perform 2D Modeling

Hydrologic and hydraulic modeling will be performed on the prioritized playa sub-systems using software capable of 2D modeling analysis. The playa systems will be modeled based on assumed future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes and the impacts of runoff to the major thoroughfare crossings.

1.3 Develop MDP Mapping

The datasets used to develop the MDP models will be stored in a standardized GIS database for use by the development community and other stakeholders. Additionally, the results of the hydraulic modeling will be used to develop inundation areas and expected flowpaths of the stormwater runoff.

1.4 Document MDP Final Report

The assumptions, model parameters, and results for each playa system will be documented in a MDP Final Report.

Section B. - Schedule

Perform the Services and deliver the identified tasks according to the following schedule:

The schedule of services performed will be completed within 12 months of task order notice to proceed.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ _250,000_ , payable in accordance with the Professional Services Contract (Task Order Basis) and this Task Order # _5_.

Task/Description	Estimated Budget
1. Master Drainage Plan Updates 1.1. Prioritize Playa Systems 1.2. Perform 2D Modeling 1.3. Develop MDP Mapping 1.4. Document MDP Final Report	$250,000
Total Estimated Fee	$250,000

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required for Task Order #5.

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas	Halff Associates, Inc.
(City)	(ENGINEER)
Signature	Signature
Name John Turpin, PE	Name Erin Atkinson, PE, CFM, GISP
Title Assistant City Engineer of Capital Projects and Design	Title Vice President
Date Dec 6 2018	Date 10-22-18

Resolution No. 2019-R0443

Item No. 7.7

December 3, 2019

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 5 to Agreement No. 12113, dated April 9, 2015, for Professional Services related to the Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., a Texas Corporation, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on December 3, 2019.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amendment 5 to Agreement 12113 – Stormwater Master Plan
11.18.19

Resolution No. 2019-R0443

CONTRACT 12113

Amendment 5
To Agreement Between
The City of Lubbock, TX
And
Halff Associates, Inc.

THIS IS THE ~~SIXTH~~ FIFTH AMENDMENT TO THE AGREEMENT, Contract No. 12113, dated April 9, 2015 by and between the City of Lubbock ("City") and Halff Associates, Inc., a Texas Corporation ("Engineer").

The Consultant has entered into the Agreement with the City for performing professional services related to the Stormwater Master Plan.

This Amendment No. 5 increases the scope of work of the Original Agreement to include additional services for updates to the Master Drainage Plans for playa basins and design services related to Capital Improvement Project (CIP) studies performed as part of the City of Lubbock Stormwater Master Plan as set forth in Exhibit "D6" ("Task Order #6"), attached hereto and incorporated herein, increases the compensation by an additional six hundred twelve thousand three hundred dollars and NO/100 ($612,300.00), and extends the Agreement an additional three (3) months from the expiration date of the Agreement such that the Agreement and Amendment shall terminate at the close of business on January 1st, 2021, unless a mutual agreement is made by the City and the Engineer to extend the Agreement.

The original contract amount of $500,000, and the new contract amount will be $2,562,300.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this 3rd day of December, 2019.

CITY OF LUBBOCK:

Daniel M. Pope, Mayor

ENGINEER:

Erin Atkinson, Vice President of Halff Associates, Inc.

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael Keenum, P.E., CFM, Division Director
Engineer/Capital of Engineering/City Engineer

John Turpin, P.E, Assistant City
Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Exhibit "D6"

City of Lubbock

Stormwater Master Plan

Task Order #6

This Task Order is made as of_____, 2019, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (CITY) and Halff Associates, Inc. (ENGINEER), dated April 9, 2015 (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 6 will provide professional services related to updating the Master Drainage Plans for playa basins and design services related to Capital Improvement Project (CIP) studies performed as part of the City of Lubbock Stormwater Master Plan. The consultant will coordinate with the City to determine the playa basins that will receive updated Master Drainage Plans; provide professional services related to analyzing and designing playa restoration options to increase the storage volume of Lake 45 (Higinbotham Park); and provide professional services related to analyzing and designing drainage improvements for the North Quaker Avenue to Clovis Road Drainage Project.

Section A. – Scope of Services

ENGINEER shall perform the following Services:

MASTER DRAINAGE PLAN UPDATES

1. MASTER DRAINAGE PLAN UPDATES

Master Drainage Plan Updates were initiated and conducted as part of Task Orders 3 and 5. Task Order 6 will continue the MDP update process for additional playa basins. The MDP update process used for Task Order 3 will be continued and the updates will focus on developing areas of the City and locations of potential future annexation.

1.1 Prioritize Playa Systems

a. The ENGINEER will meet with the CITY's staff in order to rank each playa basin based on current and predicted growth. The prioritization list will be presented to the City to determine which basins will be prioritized for an MDP update.

1.2 Perform ICPR Modeling

a. The ENGINEER will conduct hydrologic and hydraulic modeling on the prioritized playa basins using ICPR software, which is capable of 1D and 2D modeling analysis. The playa basins will be modeled based on assumed future fully developed conditions based on City planned land use and typical development patterns. The objectives of modeling will be to identify expected stormwater runoff volumes and the impacts of runoff to the major thoroughfare crossings.

1.3 Develop MDP Mapping

a. The ENGINEER will compile the datasets used to develop the MDP models into a standardized GIS database for use by the development community and other stakeholders. Additionally, the results of the hydraulic modeling will be used to develop inundation areas and expected flowpaths of the stormwater runoff.

1.4 Document MDP Final Report

a. The ENGINEER will prepare MDP Final Reports for each playa basin documenting the assumptions, model parameters, and results..

HIGINBOTHAM FEASIBILITY STUDY AND DESIGN

1. HIGINBOTHAM GENERAL & INITIAL INVESTIGATION

1.1 Design Meetings

a. The ENGINEER will meet with the CITY's staff during the development of the schematic, preliminary and final project phases of the PROJECT. Meetings will be scheduled at the completion of each phase and following the review of each submittal to address comments and responses.

1.2 Project Management, Administration and Coordination

a. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.

b. Supervision of Subconsultants – The ENGINEER will establish a work program and schedule for each subconsultant at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the coordination, supervision, review and incorporation of work performed by subconsultants.

1.3 Data Collection

a. The ENGINEER will collect, compile and evaluate existing data collected from the CITY, or other entities that supply needed existing information for the design of the PROJECT.

b. A location map/schematic will be provided to the affected utility companies. These schematics will be used by the utility companies to show approximate locations of their facilities which are

or may be affected by the PROJECT.

c. The ENGINEER will make every effort to obtain As-Built Drawings, Record Drawings and/or future plans for the following facilities in the PROJECT area including:
   i. Park Infrastructure and Irrigation Lines
   ii. Roadway
   iii. Water Lines
   iv. Sanitary Sewer Lines
   v. Storm Drain Lines
   vi. Telecommunication Underground and/or Overhead Lines
   vii. Electric Underground and/or Overhead Lines
   viii. Gas Lines
   ix. Other Utilities Known to Serve the PROJECT Area

d. Plot the preliminary information obtained above for later use in the field to help surveyors tie existing utility locations. The locations of utilities tied from field surveys will be shown on the plans.

e. The ENGINEER will identify potential utility conflicts, based on known data, and provide this information to utility companies.

2. HIGINBOTHAM SCHEMATIC DESIGN & FEASIBILITY ANALYSIS PHASE (30%)

a. The ENGINEER will conduct a schematic design conference with the CITY. Design schematics will be based on an alternative developed as part of the sensitivity analysis provided to the CITY in 2019. The playa reclamation limits will generally be limited to areas not affecting the existing walking trails, park facilities, lights or other infrastructure unless specified by CITY. The playa reclamation is estimated to target a maximum depth of 8 feet while trying to incorporate a 10:1 slope with a maximum steepness of 7:1. Depending on the constraints identified during this feasibility analysis, ENGINEER will prepare up to three schematic design alternatives for consideration by CITY.

b. The ENGINEER will prepare a schematic containing aerial photo, 1-foot contours, existing right-of-way lines, typical sections, top/toe of slope, proposed grades, limits of excavation, drainage structures including pipes, limits of permanent/temporary erosion control, if any, and any other information necessary for channel construction.

c. The ENGINEER will prepare a Hydrology and Hydraulic Analysis technical memorandum describing the project assumptions, data sources, project methodology and analysis of the project impacts. The focus of the memorandum will be the impact to playa storage and downstream discharges of the schematic layout of the recommended alternative.

3. HIGINBOTHAM PRELIMINARY DESIGN DEVELOPMENT PHASE (60%)

3.1 Volume Reclamation Design

a. The ENGINEER will develop a preliminary design of playa improvements based on the schematic design alternative selected by CITY. The preliminary design will include the proposed horizontal and vertical alignments. These plan sheets will contain topographic

information, existing right-of-way lines, channel centerline, top/toe of slope, proposed grades, limits of excavation, drainage structures including pipes, limits of permanent/temporary erosion control, if any, and any other information necessary for channel construction. Upon completion, the preliminary design will be submitted to the CITY for review. The preliminary design must be approved by the CITY prior to the start of the final design phase.

b. The ENGINEER will prepare cross-sections which will form the basis for the determination of earthwork quantities. Cut and fill quantities will be computed and tabulated, referencing cross-sections. Cross-sections will be included in the plans.

3.2 Other Playa Design Elements

a. A Project Title Sheet will be prepared as required and included in the Plans.

b. Miscellaneous erosion details will be developed as necessary to describe various types of construction such as rock riprap, turf reinforcement mat, gabion etc. when no such CITY standard details are available.

3.3 Miscellaneous Plans and Details

a. Construction plans will also address demolition, erosion control, traffic control (including detours, road closures, signing, barricading, etc.) if required, and all other improvements.

3.4 Quantities and Cost Estimate

a. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.

b. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

3.5 Submit Preliminary Plans for Review

a. Submit two (2) sets of half size (11x17) preliminary plans and construction estimate for CITY review along with PDFs of all plans and documents.

4. HIGINBOTHAM FINAL DESIGN PHASE (90% and 100%)

4.1 Prepare Final Design Plans

a. Incorporate CITY review comments and directives from the preliminary design plans, in the preparation of final construction plans.

4.2 Calculate Final Quantities and Cost Estimates

a. Revise the preliminary quantities and opinion of probable costs per changes in the final design and CITY review comments.

4.3 Prepare Contract Documents and Specifications

a. Compile special provisions necessary for the PROJECT.

b. Compile specifications necessary for the PROJECT. Any special specifications will also be

prepared. The CITY will provide a copy of their contract documents in digital format.

c. Compile and develop a list of general notes necessary for the PROJECT.

d. Prepare complete contract documents and specifications for bidding purposes.

4.4 Submit final plans, specifications, and cost estimates for CITY review

a. Submit two (2) sets of half size (11x17) final plans, construction estimate, and bid documents for CITY review along with PDFs of all plans and documents.

b. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and utility companies and obtain clearance.

5. HIGINBOTHAM BIDDING AND CONSTRUCTION PHASE

a. Assist the CITY in the advertisement of the PROJECT for bid. The CITY shall bear the cost of advertisement. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The ENGINEER shall be responsible for dispersing all plans and specifications from its office to prospective bidders.

b. The ENGINEER shall generate addenda as needed.

c. The ENGINEER shall attend a pre-bid meeting.

d. Assist the CITY in the opening and tabulation of the construction bids for the PROJECT and provide a written Contractor recommendation to the CITY.

e. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.

f. The ENGINEER shall attend a pre-construction meeting.

g. Represent the CITY in the non-resident administration of the PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)

h. The ENGINEER will consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.

i. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.

j. Prepare or review monthly and final estimates for payments to Contractor, and furnish to the CITY any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.

k. Conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.

l. Revise contract drawings, with the assistance of the CITY's Resident PROJECT Representative to reflect available information as to how the work was constructed. The CITY's Resident PROJECT Representative will provide the ENGINEER a red-lined set of drawings depicting changes during construction. The ENGINEER shall revise original design drawings, noting changes during construction, and submit three (3) sets of Record Drawings and one CD-ROM (pdf and dwg format) to the CITY.

6. HIGINBOTHAM SPECIAL SERVICES

The scope of work for SPECIAL Engineering Services involves Surveys (Design) and Geotechnical Engineering. The scope of work for the Special Engineering Services is more generally described as follows:

6.1 SURVEYING

The ENGINEER shall provide surveying services, which, in general, may be defined as normal services applicable to a project of this type. The following particulars will also apply.

a. Vertical benchmarks shall be established such that all points of construction shall be within 500 feet of a benchmark. Benchmarks should not be subject to loss during construction. Fire hydrants and similar appurtenances are not to be used for benchmarks. The City will furnish one or more benchmarks for this Project. The surveyor shall establish temporary benchmarks throughout the length of the project.

b. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. This will include tree surveys, light poles, boring locations, and other above ground appurtenances. Coverage will extend beyond the proposed excavation limits to the approximate extents of existing walking trails to integrate the design with the adjacent properties.

c. Existing property corners, iron pins, etc. shall be tied into established existing rights-of-way. Prior to surveying on private property, the surveyor shall secure written permission from the property owners and/or tenant and shall provide the City a copy of said written permission. Should only oral permission be granted, the surveyor shall document the permission granted by letter to the property owner/tenant, with a copy to the City. If permission cannot be obtained, the City will assist, or other arrangements will be worked out.

d. Bathymetric survey of the lake to determine cut volumes for ground elevations below the normal pool elevation.

6.2 GEOTECHNICAL ENGINEERING

The ENGINEER shall engage the services of a sub-consultant to perform subsurface analysis. Specific tasks include the following:

a. Engineering Services – Specific items include global slope stability alternative analysis, proximity to bedrock (if applicable), and geotechnical conditions.

b. Additional geotechnical needs identified in the schematic phase of the design development will be included in the proposal by the geotechnical engineer.

NORTH QUAKER AND CLOVIS DRAINAGE PROJECT

1. CLOVIS DATA ACQUISITION

a. The CITY will provide the ENGINEER with copies of any Preliminary Plats and Final Plats on file within the study area.

b. The CITY will provide the ENGINEER with any approved Drainage Analysis Reports and hydrologic and/or hydraulic analysis computer models within the study area.

c. The ENGINEER will develop topographic data for analysis and modeling purposes from the CITY's 2017 LiDAR data.

d. The ENGINEER will collect field survey and topographic data of existing culverts, low water crossings, and other identified existing drainage improvements.

e. The CITY will provide the ENGINEER with record drawings and other existing information relating to utility locations and depths within the study area.

2. CLOVIS EXISTING CONDITIONS ANALYSIS

The Existing Conditions Analysis will establish baseline hydrologic and hydraulic conditions for use in the evaluation of the effectiveness of proposed drainage improvement alternatives in the PROJECT area. Specific tasks include the following:

a. The ENGINEER shall develop existing conditions land use and impervious area data sets.

b. The ENGINEER will utilize playa stage-storage data from the MDP study of the area performed under Task Order #5.

c. Sub-basin and local drainage area delineations will be taken from the MDP study and modified as necessary to represent existing playa sub-basin boundaries and discharge points to locations of interest.

d. The ENGINEER will determine time of concentration to sub-area boundaries.

e. The ENGINEER will develop existing conditions SCS curve number for traditional hydrologic analysis of sub-areas.

f. The ENGINEER will perform traditional hydrologic analysis for sub-areas using the SCS method for the 100-year, 24-hour storm event using ICPR4.

g. The ENGINEER will calculate existing conditions flow rates and depths at stormwater crossings at Frankford Avenue and Quaker Avenue, through existing drainage easements downstream of Quaker Avenue, and discharges and depths through culverts under US Highway 84 into Yellow House Draw.

h. The ENGINEER will provide to the CITY the following for review during the Existing Conditions Analysis:

    a. Existing conditions hydrologic data including land use maps, drainage basin delineations, and hydrologic calculations,

    b. Hydraulic modeling results.

3. CLOVIS FULLY DEVELOPED CONDITIONS ANALYSIS

The Fully Developed Conditions Analysis will document expected stormwater flow rates and depths within the project area under a no action scenario where no drainage improvements are constructed and no mitigation by private parties is implemented.

a. The ENGINEER will utilize future fully developed (FFD) hydrologic data from the MDP updates performed under Task Order #5.

b. The ENGINEER will utilize hydraulic calculations of flow rates and depths at Frankford Avenue and Quaker Avenue taken from the MDP updates performed under Task Order #5.

c. The ENGINEER will utilize previously prepared drainage analyses for the area upstream of Quaker Avenue to identify likely discharge points to Quaker Avenue under FFD conditions and modify as necessary.

d. The ENGINEER will determine flow rates and depths through existing drainage easements and drainage improvements downstream of Quaker Avenue to Yellow House Draw.

e. The ENGINEER will provide recommendations for maximum allowable flow rates across Frankford and Quaker Avenues to meet the CITY's regulatory criteria.

4. CLOVIS DRAINAGE IMPROVEMENT ALTERNATIVES ANALYSIS

a. The ENGINEER will evaluate the following drainage improvement alternatives from Quaker Avenue downstream to Yellow House Draw:
   i. Storm sewer system from US Highway 84-Loop 289 intersection to Yellow House Draw.
   ii. Storm sewer system from Quaker Avenue to Yellow House Draw.
   iii. Open channel conveyance/linear detention from Quaker Avenue to US Highway 84-Loop 289 intersection.
   iv. Alternatives to increase stormwater discharges across Quaker Avenue via culverts or storm sewer systems.
   v. Combinations of the alternatives described above.
   vi. The ENGINEER will conceptually evaluate and present reasonable alternatives to the CITY for decision. Three (3) alternatives will be evaluated and modeled.

b. The ENGINEER will evaluate the following associated with three drainage improvement alternatives:
   i. Alignment options and available right-of-way,
   ii. Utility conflicts for proposed alternatives,
   iii. Storm sewer sizing and channel cross section alternatives,
   iv. Impact to stormwater flow rates and depths and inundation limits for the 100-Year, 24-Hour storm event.

c. The ENGINEER will prepare an Engineer's Opinion of Probable Construction Cost (OPCC) three (3) selected drainage improvement alternatives.

5. CLOVIS DELIVERABLES

a. The ENGINEER will deliver electronic files of a hydrologic and hydraulic models developed for pilot study area.

b. The ENGINEER will deliver all GIS data used for model development in geodatabase or shapefile format.

c. The ENGINEER will prepare a written report documenting the existing hydrologic and hydraulic conditions, the FFD hydrologic and hydraulic conditions under a no action condition, and an assessment of each of the evaluated alternatives.

d. Engineer's OPCC for selected alternatives.

e. Preliminary alignment and profiles of channel and/or storm sewer flowlines.

Section B. – Additional Engineering Services

ADDITIONAL Engineering Services, not included in the scope of work, include those services that may result from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

a. The following services are not included in the scope of work and are considered to be special and/or reimbursable cost items. Halff Associates can provide fees for these services, if requested:
   i. FEMA Coordination including CLOMRS and LOMRS
   ii. Structural Design of non-standard elements, retaining walls, footings, tie-backs, etc...
   iii. Noise and Air Quality Analysis
   iv. Species and Specific Biological Survey
   v. Landscaping and Irrigation Design
   vi. USACE Permitting and coordination
   vii. H&H modeling of final design grades and structures
   viii. Public land use changes and documentation
   ix. Public meetings

b. ADDITIONAL Engineering Services not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.

c. ADDITIONAL Engineering Services not included in the Scope of Work, also include setting of Easement/Right-Of-Way acquisition parcels.

d. ADDITIONAL Engineering services in connection with the PROJECT, including services which are to be furnished by the CITY and services not otherwise provided for in this Agreement will be at the following rates:

e. Staff Member and Resident Project Representative - Salary Cost Times Multiplier of 2.3.

f. Salary Cost is defined as the cost of payroll of ENGINEER's, draftsmen, stenographers, survey men, clerks, laborers, etc., for the time directly chargeable to the PROJECT, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto.

Section C. - Schedule

Perform the Services and deliver the identified tasks according to the following schedule:

The schedule of services performed will be completed within 13 months of task order notice to proceed.

Section D. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of $ 612,300 , payable in accordance with the Professional Services Contract (Task Order Basis) and this Task Order # 6 .

Task/Description	Estimated Budget
MASTER DRAINAGE PLAN	
1. Master Drainage Plan Updates 1.1. Prioritize Playa Basins 1.2. Perform ICPR Modeling 1.3. Develop MDP Mapping 1.4. Document MDP Final Report	$250,000
HIGINBOTHAM FEASIBILITY STUDY AND DESIGN	
1. Higinbotham General & Initial Investigation 1.1. Design Meetings 1.2. Project Management, Admin & Coord 1.3. Data Collection	$14,300
2. Higinbotham Schematic Design & Feasibility Analysis Phase (30%)	$14,800
3. Higinbotham Preliminary Design Development Phase (60%) 3.1. Volume Reclamation Design 3.2. Other Playa Design Elements 3.3. Misc Plans and Details 3.4. Quantities and Cost Estimate 3.5. Submit Prelim Plans for Review	$27,600
4. Higinbotham Final Design 4.1. Prepare Final Design Plans 4.2. Calculate Final Quantities and Cost Est 4.3. Prepare Contract Docs and Specs 4.4. Submit Final Plans, Specs, and Cost Est	$15,100
5. Higinbotham Bidding and Construction Phase	$10,100
6. Higinbotham Special Services 6.1. Surveying 6.2. Geotechnical Engineering	$33,000

NORTH QUAKER AND CLOVIS DRAINAGE PROJECT	
1. Clovis Data Acquisition	$20,900
2. Clovis Existing Conditions Analysis	$49,700
3. Clovis Full Develop Conditions Analysis	$22,900
4. Clovis Drainage Improvement Alternatives Analysis	$99,100
5. Clovis Deliverables	$54,800
Total Estimated Fee	$612,300

Section E. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required for Task Order #6.

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas	Halff Associates, Inc.
(City)	(ENGINEER)
Signature	Signature
Name John Turpin, PE	Name Erin Atkinson, PE, CFM, GISP
Title Engineering – Capital Projects and Design	Title Vice President
Date 11/20/19	Date 11-15-19

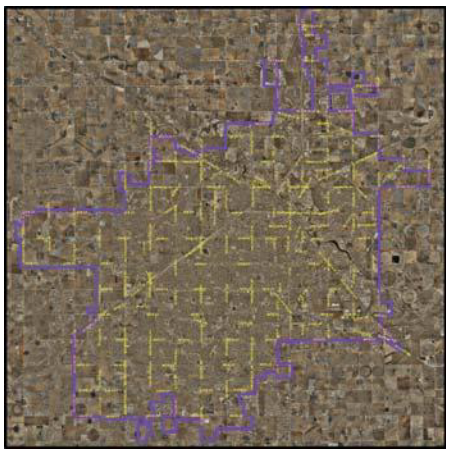
Project Name **Storm Water Master Plan** *Project Number* **8595**

Managing Department **Storm Water Utility**

Project Manager **Josh Kristinek**

Project Classification **New Facility**

Project Status **Approved**



Project Scope
Review the current Master Drainage Plan and other studies, GIS data, development updates, and other City information. Identify changes to system watersheds, verify and update hydrologic input and storage information with updated land use and topographic data. Incorporate updated information into existing hydrologic and hydraulic models in order to use with ongoing development activities. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base flood elevations, flow depth and top width for all prescribed rainfall events.

• Perform a high-level review of frequent flooding / drainage issues - Conduct field visits in conjunction with limited desktop assessments to allow for a rapid assessment of drainage problems throughout the entire City. Update flood mapping using revised model information, integrating results into GIS system components. Compare model results and revised mapping to existing data, identify and confirm any changes to flow rates, depths, water surface elevations, and floodplain limits.

• Perform a detailed study of the highest priority areas identified in high-level review, assess problem severity and establish improvement priorities. Compile this information into a format that may be used by the City of Lubbock in daily operations, to track existing and developing flooding issues and to manage capital improvement project (CIP) program.

Identify and rank proposed drainage capital improvement projects within each of the City's different drainage systems based on an approved ranking criteria. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period

Project Justification
The goal is to provide information on potential solutions and costs to aid City staff in programming of future Drainage Capital Improvement Projects, as well as managing ongoing development. The project is intended to provide the City with a tool to determine and prioritize potential drainage and flooding problems and develop proactive solutions for effective and efficient storm water management.

Project History
The last Master Drainage Plan update was completed in fiscal year 2009-10 and needs to continue to be updated for areas that have experienced development and/or annexation. Staff, developers, and engineering consultants rely on these plans as a planning tool for future development.

Drainage Criteria Manual was adopted in 2019.

Continued updates of the Master Drainage Plan are underway within newly annexed areas and unstudied areas.

$500,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, October 1, 2014.
$500,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, October 1, 2015.
$500,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$250,000 was appropriated in the FY 2018-19 Budget, Ord. No. 2018-O0109, October 1, 2018.
$250,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.
$250,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

Project Name **Storm Water Master Plan** *Project Number* **8595**

Appropriation Detail	Appropriation to Date	FY 2020-21	Unappropriated Planning Years FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Design and Engineering	2,000,000	250,000	0	0	0	0	0	2,250,000
Total Project Appropriation	2,000,000	250,000	0	0	0	0	0	2,250,000

Funding Detail	Funding to Date	FY 2020-21	Unappropriated Planning Years FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2015 Storm Water Cash	500,000	0	0	0	0	0	0	500,000
FY 2016 Storm Water Cash	500,000	0	0	0	0	0	0	500,000
FY 2017 Storm Water Cash	500,000	0	0	0	0	0	0	500,000
FY 2019 Storm Water Cash	250,000	0	0	0	0	0	0	250,000
FY 2020 Storm Water Cash	250,000	0	0	0	0	0	0	250,000
FY 2021 Storm Water Cash	0	250,000	0	0	0	0	0	250,000
Total Funding Sources	2,000,000	250,000	0	0	0	0	0	2,250,000

Operating Budget Impact	FY 2020-21	Unappropriated Planning Years FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

City of Lubbock, TX
Capital Project
Project Cost Detail
May 25, 2021

Capital Project Number:	8595
Capital Project Name:	Stormwater Master Plan
Capital Project Number:	92518
Capital Project Name:	Storm Water System Improvements and Maintenance

	Budget		
Encumbered/Expended	**8595**	**92518**	**Total**
Staff Time	$ -	16,982	16,982
Water System Improvements	-	14,590	14,590
Halff & Associates, Inc. Contract 12113	500,000		500,000
Halff & Associates, Inc. Contract 12113 Amendment No. 1	500,000		500,000
Halff & Associates, Inc. Contract 12113 Amendment No. 2	500,000		500,000
Halff & Associates, Inc. Contract 12113 Amendment No. 3	-	200,000	200,000
Halff & Associates, Inc. Contract 12113 Amendment No. 4	250,000		250,000
98th and Salisbury Drainage Project Contract 14189	-	887,885	887,885
Halff & Associates, Inc. Contract 12113 Amendment No. 5	250,000	-	250,000
Freese and Nichols Vintage Design Contract 15387		144,500	
Hugo Reed and Associates 29th and Boston Study Contract 15388		94,550	
Agenda Item May 25, 2021			
Halff & Associates, Inc. Contract 12113 Amendment No. 6	250,000	-	250,000
Encumbered/Expended to Date	2,250,000	1,358,507	3,369,457
Estimated Costs for Remaining Appropriation			
Vintage Township Drainage Improvements	-	1,096,758	1,096,758
Remaining Appropriation	-	1,096,758	1,096,758
Total Appropriation To Date	$ 2,250,000	2,455,265	4,466,215

Regular City Council Meeting **6. 12.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 2 to Contract 15282, with Freese and Nichols, Inc., for providing engineering services for the design of the Downtown Sanitary Sewer Line Improvements Project and Major Sewer Line Condition Assessment and Repair.

Item Summary

Selected segments of the existing sewer system in the northern portion of Downtown Lubbock will need to be expanded and rehabilitated, in order to provide adequate wastewater collection capacity for future sewer flows in the area. The Wastewater Collection System Model indicated that the anticipated peak wastewater flows generated by the Buddy Holly Performing Arts Center, Citizens Tower, Police Headquarters, Lubbock Convention Center Hotel, and other proposed developments, would overload the existing infrastructure, causing potential sewer spills and overflows.

The original Contract 15282 for preliminary design services provided surveying, inspection of the existing sewer infrastructure, and a recommended solution and route for new and rehabilitated sanitary sewer infrastructure to serve the downtown sewer shed. The scope of work for Amendment 1 to Contract 15282 provided full design, construction contract documents, and bid phase services.

The scope of work for Amendment 2 to Contract 15282, will provide conditional assessment and full design of improvements to the Downtown Sanitary Sewer Interceptor and downtown sewer shed from the east side of I-27, to the Southeast Wastewater Reclamation Plant (SEWRP). Amendment 2 will increase the not-to-exceed amount by $949,704 and will add 0 days to the contract.

Fiscal Impact

$1,000,000 is appropriated in Capital Improvement Project 92701 Major Sewer Line Condition Assessment and Repair, with $949,704 available for this purpose.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Amendment No.2
Original Contract
Amendment 1
Location Exhibit

CIP Detail
CIP Spreadsheet
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 2 to Contract No. 15282 for Downtown Sanitary Sewer Improvements – Phase I and II engineering design services, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend 2 Contract No. 15282 – Freese and Nichols, Inc.
04.30.21

Amendment 2
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT, Contract No. 15282, dated and entered into the 12th day of May 2020 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for providing engineering services related to the design of Downtown sewer improvements, Phases I and II ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project including heavy cleaning, surveying, completion of geotechnical services, and full design services in Downtown Lubbock for the sanitary sewer interceptor from Compress Drive to the Southeast Water Reclamation Plant. The details of work to be performed and associated additional fees are described in Exhibits A, Parts 1-2 and Exhibit B, attached to and incorporated herein. The additional services shall be provided for an amount not exceed nine hundred forty-nine thousand seven hundred and four dollars and 00/100 ($949,704.00). The term of the contract shall not be extended to complete the additional services.

WHEREAS, all other portions of the original Agreement and any prior Amendments shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this SECOND AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of _____ 2021.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., Division Director of Engineering/City Engineer

Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____
Nicholas Lester, P.E., Vice President/Principal

EXHIBIT A
AMENDMENT No.2
SCOPE OF SERVICES FOR:
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

General:

The City of Lubbock (The Owner) is experiencing a period of growth throughout the City and surrounding areas. To respond to this growth, infrastructure improvements are required to meet the increasing population and non-residential development. The Wastewater Master Plan and associated modeling identified the need to upsize the existing 15/18/21-inch sewer lines, located in Avenue M and 14th Street, to a 21- and 30-inch line to convey flows from downtown ultimately to the Southeast Water Reclamation Plant. A preliminary design report (PDR) was previously prepared to analyze alternate route options and pipe sizes for the increased flows. This PDR was primarily focused on the downtown area. The focus of this amendment is to continue the condition and capacity assessment of the existing sewer mains from the end of the previous PDR, and continue it to its termination, at the Southeast Water Reclamation Plant, and to revise the previous PDR. The primary objectives of this amendment are the following:

A. Current tasks under the Original Contract and Amendment No.1 are as follows:

1. Task I – Project Management and Quality Assurance for the development of the Preliminary Design Report (PDR) along 9th Street to Avenue A – just north of the railroad yard.

2. Task II – Preliminary Design Report (PDR) and Route Study along 9th Street to Avenue A – just north of the railroad yard.

3. Task III – Condition Assessment of the existing 15-inch sewer in Avenue M and existing 18-inch sewer in 14th Street.

4. Task IV – Detailed Design of new interceptor along 9th to Avenue A, just north of the railroad yard (approximately 8,600 LF).

5. Task V – Topographical Survey and Subsurface Utility Engineering (Level A and B) along the route selected in the PDR (approximately 8,600 LF).

6. Task VI – Geotechnical Investigation along the route selected in the PDR, consisting of 17 exploratory bore holes.

7. Task VII – Environmental Evaluation and Permitting along the route selected in the PDR (approximately 8,600 LF).

8. Task VIII – Construction Advertisement for new interceptor (approximately 8,600 LF).

9. Task IX – Heavy/Special Cleaning of existing 15- and 18-inch sewer main as identified in the Condition Assessment Report performed under the original contract.

B. This amendment includes the following services:

1. Task X – Project Management and Quality Assurance for the development of the Condition Assessment Report (Phase 2), railroad yard sewer analysis and design, and modification of the previous PDR for the recommended route from the railroad yard to the Southeast Water Reclamation Plant.

2. Task XI – Condition Assessment Report (Phase 2) – Provide a condition assessment of the manholes and pipelines of the existing sewer lines, E 19th Street (just south of the railroad yard) to the Southeast Water Reclamation Plant. This includes, 12,300 LF existing 24"-30" interceptor and 13,300 LF existing 18"/21"/24" interceptor, both from the railroad yard to the Southeast Water Reclamation Plant (for a total 25,600 LF of existing pipelines). The 6,400 LF of existing 6"-21" sewer within the railroad yard will not be assessed for condition as all flow within the railroad yard will be rerouted. There are approximately 100 existing manholes, 40 of which are located within the railroad yard. The purpose of this condition assessment will be to identify the existing sewer alignment within the railroad road and to determine what sewer lines are active and inactive within it, and to identify if rehabilitation is required downstream of the railroad yard, and if so, to select the method conducive to its condition. It is the intent of the City to reroute sewer flow outside of the railroad yard. Therefore, other than identifying the location of manholes and whether segments of the sewer is active or inactive, there will be no cleaning of the sewer mains or condition assessments of the manholes or sewer lines within the railroad yard.

3. Task XII – Analyze Existing Sewer at Railroad Yard Provide Design – Analyze existing sewer system located within the railroad yard located east of I-27. Purpose of examination is to determine what sewer lines are active or abandoned and provide recommendations on rerouting sewer flow outside the railroad yard to enhance City maintenance operations. City GIS indicates there is roughly 6,400 LF of existing sewer lines within the railroad yard area, between 14th Street and 19th Street, on the east side of the rail lines. Design of sewer within railroad yard to be prepared. Due to possible City funding restrictions, the design of the sewer improvements to reroute sewer flow outside the railroad yard will be prepared as a separate construction contract (i.e., not included in the downtown sewer improvements within Avenue M and 14th Street). This will also require a separate advertising and bidding schedule.

4. Task XIII – Preliminary Design Report (PDR) and Route Study – Modify Previous PDR – Modify the original PDR by adding limits from the railroad yard to the Southeast Water Reclamation Plant.

C. The Project does not include the following services:

1. Disposal fees for waste material collected by the Contractor during the Heavy/Specialty Cleaning of the existing pipelines within the railroad yard or the CCTV for the condition assessment of the 32,000 LF of existing sewer. It is understood that the Owner will provide, free of charge, a location for the Engineer's sub-consultant to dispose of waste material.

2. Temporary flow monitoring will not be provided. Design flows will be based on the Owner's current Wastewater Master Plan.

Basic Services (Tasks I and II) and Special Services (Tasks III) – under Original Contract

Basic Services (Tasks IV, V and VIII) and Special Services (Tasks VI, VII, and IX) – Amendment No.1

Basic Services (Tasks X, XII and XIII) and Special Services (Tasks XI) – Amendment No.2

A. TASK X – PROJECT MANAGEMENT AND QUALITY ASSURANCE

The following scope under this task is in addition to, and an extension of, Task 1 per the Original Contract. ENGINEER shall manage professional services to complete the PROJECT. These services will include preparation of PROJECT controls including progress reports, action items log, decision log, design team meetings, technical review committee workshops, schedule and cash flow projections, and invoicing. ENGINEER shall provide professional services in this Task as follows:

(1) Schedule and direct regular coordination meetings with the Engineer's design team to coordinate PROJECT task assignments, and action items. Engineer will maintain an Action Item Log and Decision Log to monitor PROJECT activity. Coordinate with subconsultants to confirm all PROJECT elements are compatible, integrated, and meet Owner performance requirements. Engineer's Project Manager shall be the primary client contact and lead communicator to Engineer's staff;

(2) Schedule and conduct up to **2** additional progress meetings and **1** additional site meeting with the Owner. In addition to reviewing progress at each meeting, review PROJECT deliverable status, current schedule, outstanding action items, PROJECT bottlenecks that could impact schedule, PROJECT budget status, decisions made, and PROJECT enhancements requested. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes to include action item lists, decision lists, and PROJECT enhancement lists within seven (7) business days to submit to the Owner for review and approval. Final minutes will be issued within four (4) business days of receipt of review comments or immediately after four (4) days if there are no comments received;

(3) Schedule and conduct up to **1** task-specific meeting with the Owner and provide meeting minutes which include action lists, decision lists, and PROJECT enhancement lists;

(4) Furnish the Owner, when requested, the engineering data necessary for applications for routine permits, submittals, and approvals required by local, state, and federal authorities, and assist the Owner in consultations with appropriate authorities. Coordinate and meet **1** time with the railroad**;**

(5) Prepare **3** additional monthly Project Summary Reports and submit with monthly invoice. The report shall contain the following elements:

(a) Summary of work completed to date;

(b) PROJECT budget summary;

(c) PROJECT schedule;

(d) Summary of actions and decisions needed from the Owner; and

(e) Upcoming PROJECT activities;

(6) Quality Assurance / Quality Control (QA/QC): provide QA/QC plan to the Owner and conduct QA/QC reviews of the deliverables;

(7) QC Review Meetings: plan and participate in **2** additional QC review meetings with the Owner. The meetings will be held at the Draft Preliminary Design Report (PDR) Attachment and the Final PDR Attachment. ENGINEER will provide **4** review sets at a minimum of ten (10) working days before the review meetings. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings; and

(8) Incorporate the Owner's Design and Construction Guidelines when conducting the work defined herein, using the version current at the time of contract execution, or identify in writing where deviations therefrom are proposed.

B. TASK XI –CONDITION ASSESSMENT REPORT (PHASE 2)

Pipeline Assessment:

(1) Obtain from the Owner existing plans, reports, studies, records, and system inspection reports for the parallel interceptors (from the railroad yard to the Southeast Water Reclamation Plant), points of entry records, corrosion analysis data including defects list, and field condition data from the Owner, concerning interceptor segment;

(2) Review existing PROJECT flow data and previous general condition assessment reports, including defects list and field condition assessments for **25,600** LF of the existing sewer pipelines and downstream of the railroad yard to the Southeast Water Reclamation Plant;

(3) Attend one (1) site visit to evaluate the condition of the existing sewer pipelines and its manholes, points of entry locations, and any structures that are relevant to this PROJECT. Engineer will determine the extent of the inspection based on limitations of the robotic equipment or field conditions;

(4) Conduct a diagnostic evaluation utilizing certified NASSCO technicians, CCTV and/or manned entry inspection of the existing interceptor. The actual inspection techniques utilized for each segment will be based on data obtained during the manhole/visual inspection task. This diagnostic evaluation will comprise of depth of flow in pipe, identification of pipeline corrosion and debris, and high-resolution video imaging of

problem areas in the pipeline. For the sewer pipeline and manholes located within the railroad yard (which will ultimately be abandoned when the sewer flow is rerouted), a condition assessment will not be provided. The purpose of the CCTV within the railroad yard is to only identify the extent of the sewer system and whether segments of the system are active or inactive. As such, only **25,600** LF of sewer pipelines, and 60 manholes, will be assessed for condition. Refer to Attachment A (ACE Pipeline – CCTV Scope) for detailed mapping:

(5) The method utilized shall provide a pan/tilt/zoom camera mounted on a transporter specifically designed for 6- to 30-inch pipe. A fully trained and certified CCTV technician will enter all observations, defects and all information related to the condition or state of the pipe into specifically designed CCTV software per NAASCO standards. The software shall produce information in a format that can be printed or delivered in PDF format. The electronic data and the MPEG/AVI videos will be exported and placed on an external thumb drive for further evaluation;

(6) Light cleaning of the pipeline is anticipated for the majority of the pipeline which consists of three (3) passes of an 80 gpm Vactor style Jet-Vac. Additional passes to facilitate the CCTV inspection may be required, which shall consist of additional passes. It is assumed that one-third of the pipeline (8,533 LF) will require additional passes;

(7) Coordinate a plan and schedule with the Owner in accessing the interceptors and manholes for inspection. Obtain written permission from landowners for accessing areas to evaluate the pipeline;

(8) Review the data collected during the pipeline assessment tasks to assess the overall condition of the interceptor. Engineer will participate in one combined workshop with the Owner to discuss findings;

(9) Submit two (2) hard copies and one (1) electronic copy (on thumb drive in bookmarked, searchable PDF format) of a draft condition assessment report. After review and incorporating the Owner's comments, Engineer will provide same of the final report to the Owner;

(10) Debris collected during the pipe cleaning shall be delivered to an Owner-approved facility. Any fees and/or charges for using said facilities shall be at no expense to the Engineer;

(11) Traffic control will be provided along residential and business streets. Basic residential traffic control (20 mph or less) shall be comprised of up to ten 18-inch safety cones. Residential or business streets exceeding 25 mph shall be comprised of up to twenty 18-inch safety cones and two advanced warning traffic signs. TxDOT or "heavy" traffic control shall be comprised of the requirements of any TxDOT permit and may include in excess of twenty 18-inch safety cones, advanced warning traffic signs, an arrow board or flagmen, a crash cushion, crash attenuator truck and possibly a Certified Traffic Control Plan sealed by a licensed Engineer in the State of Texas. Compliance with TxDOT

requirements is not anticipated for the Project.

Manhole Assessment:

(1) Locate up to **100** manholes (within railroad yard and downstream to the Southeast Water Reclamation Plant) and perform the inspection of **60** manholes (on the existing parallel interceptors downstream of the railroad yard), in accordance with National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP). Visual pipe inspection will be performed at all manholes except where conditions do not allow. These conditions include pipes flowing more than half full, dangerous gas conditions, and offset manholes. It is assumed that up to ten (10) manholes may require manhole ring and cover replacement due to poor existing conditions. Engineer shall provide for replacement rings. The Owner shall provide the manhole lids;

(2) Owner shall provide assistance to Engineer in locating all unmarked manholes and in assisting access to survey and CCTV the sewer pipelines only accessible from within the fenced in areas of the railroad yard;

(3) Analyze existing manhole inspection data to determine the need and prioritize line segments that may require further assessment;

(4) Analyze data and make recommendations for rehabilitation/replacement;

(5) Photos and video clips of the defects and observations will be provided in digital format on thumb drive, as needed;

(6) Data shall be recorded on field forms specified by the Owner. The data will be provided to the Owner at the close of the PROJECT; and

(7) Participate in one combined workshop with the Owner to discuss the PROJECT findings.

Preparation of Report:

(1) Engineer shall prepare a Technical Memorandum (TM) summarizing the findings of the pipeline and manhole condition assessment. The TM shall include tables identifying defects of the pipeline and manholes. A recommendation on rehab methods and/or pipe replacement shall be included in the TM. This TM shall be incorporated into the previously prepared PDR.

C. <u>TASK XII – ANALYZE EXISTING SEWER AT RAILROAD YARD AND PROVIDE DESIGN</u>

Analyze existing sewer system located within the railroad yard located east of I-27. Purpose of examination is to determine what sewer lines are active or abandoned and provide recommendation on modifications to the sewer to enhance City maintenance operations. Design

of selected route to be developed as a separate construction project.

(1) Coordinate with representatives of railroad for access within railroad yard to perform surveying, SUE, and CCTV services;

(2) Provide surveying and SUE Level A and B services within railroad yard. Survey to include limits within E 14th Street, Compress Avenue, E 19th Street, and the two properties located to the east of the railroad yard, to level provided in Amendment No.1, Task V. SUE Level A (5 potholes) and Level B to be performed to level provided in Amendment No.1, Task V. Because sewer pipeline will be rerouted outside the limits of the railroad yard, limited surveying and/or SUE investigations will be performed within the railroad yard. Refer to Attachment B (Hugo Reed – Surveying/SUE Scope) for detailed mapping;

(3) Preparation of report, including exhibits on location of existing manholes, identification of active and abandoned segments of sewer mains, determining flow direction and connectivity, and recommendations on modifying the sewer system to enhance the City's maintenance operations;

(4) Provide ownership research, locating existing right-of-way lines, and prepare legal descriptions and exhibits for up to 3 permanent easements and 5 temporary construction easements, two of which will be for construction staging. Requirements for preparation of legal documents shall comply with Amendment No.1, Task V, paragraphs 12-17; and

(5) Prepare design of sewer pipeline with railroad and terminating near 19th Street, south of the railroad yard. Design of sewer to be a separate set of construction drawings. Requirements for detailed design shall be in conformance with requirements per Amendment No.1, including paragraphs 2-19;

(6) Geotechnical investigation, including 3 borings to a depth of 25 to 50 feet. Field exploration, laboratory testing and engineering analysis shall be as previously stated in Amendment No.1, Task VI, paragraphs 1-3;

(7) Environmental Evaluation and Permitting, including conducting a pedestrian survey, coordinating with Texas Historical Commission, preparing an environmental permitting memorandum, and contacting local, state and federal agencies, shall be as previously stated in Amendment No.1, Task VII, paragraphs 1-4;

(8) Construction advertisement phase shall be performed as a separate effort to the advertising phase for the design for Amendment No.1. This includes providing a Notice for Proposals, responding to questions, preparing addenda, attending 1 pre-proposal conference, reviewing bids, evaluating contractor qualifications, preparing a Notice of Award, preparing contract documents, reviewing executed contract documents, and forwarding final contract documents to the contractor. This effort shall be in compliance to Amendment No.1, Task IX, paragraphs 1-11.

D. TASK XIII – PRELIMINARY DESIGN REPORT (PDR) AND ROUTE STUDY AMENDMENT – MODIFY PREVIOUS PDR

(1) Engineer will define the average and maximum flow conditions based on existing hydraulic modeling as provided in the latest Wastewater Master Plan;

(2) Engineer will provide a preliminary design report that evaluates up to two (2) options in addition to the baseline route established in the Owner's Wastewater Master Plan, to accommodate the needed hydraulic improvements to this segment. These options include the following alternatives:

(a) Evaluate pipeline rehabilitation methods for the existing parallel interceptors, which may include traditional cured-in-place pipe (CIPP), sliplining, pipe bursting, and multiple point repairs. Assess the structural viability of each rehabilitation option based upon previous condition assessment study and existing known soil conditions. Rehabilitation evaluation is not required if the selected alternate is full pipeline replacement;

(3) Participate in one workshop with the Owner to discuss the various alternative options for this PROJECT and probable environmental impacts in the area;

(4) Prepare exhibits, and aerial photographs showing the PROJECT and related interceptors and appurtenances. Each proposed alternative option will be shown on a separate exhibit, to be used during planning and presentations;

(5) Determine the pipeline configuration needed to transport the projected flows;

(6) Review the alignment of the existing pipeline and/or other applicable pipeline improvement(s) in areas to be paralleled and pertinent information regarding land boundaries and ownership in the potentially affected areas;

(7) Develop preliminary pipeline profiles for alternative options. At a minimum the profiles shall be developed based on topographic information obtained from United States Geological Survey topographic maps along the proposed pipeline routes. The profiles will be reviewed with the Owner and the alternatives compared to determine advantages and disadvantages of the proposed alternatives based on the profile characteristics. Investigation of subsurface features (e.g., other utilities, pipelines, and structures) may be required in developing the profiles;

(8) Review erosion protection and bank stabilization measures to protect the Owner's infrastructure within the limits of the PROJECT;

(9) Develop a listing of potential permitting and regulatory approvals associated with the proposed alignments. These may include archeological study requirements, environmental reviews, and permitting from USACE, Texas Department of

Transportation, franchise utilities, and other major regulatory review needs;

(10) Prepare preliminary OPCC for up to two (2) alternative options and other proposed improvements. Estimate of land costs will utilize information furnished by the Owner;

(11) Furnish preliminary alignment(s) to the Owner and assist the Owner in identification of the number and location of land parcels affected by the proposed pipeline alignment(s);

(12) Submit one advance copy of the Draft PDR, cost opinion, and associated drawings to the Owner for review;

(13) Prepare and participate in one Draft PDR workshop. The objective of the workshop is to present and discuss the findings of the evaluation including information gained from the draft EA document;

(14) Incorporate comments from the Owner and submit **two (2)** hard copies and one electronic copy (on thumbdrive in bookmarked, searchable PDF format) of a draft PDR, cost opinion and associated drawings, and submit **two (2)** hard copies and one electronic copy (on thumbdrive in bookmarked, searchable PDF format) of the final PDR to the Owner; and

(15) Participate in one Final PDR implementation workshop that discusses the project recommendations and implementation;

EXHIBIT A, PART 2, ADDITIONAL SERVICES
AMENDMENT No.2
SCOPE OF SERVICES FOR:
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

(1) Perform additional site visits;

(2) Evaluate additional pipeline routes in addition to the amount specified;

(3) Perform additional video inspection and/or pipeline cleaning;

(4) Perform additional subsurface excavation in the event such excavation is required to locate existing facilities;

(5) Prepare additional legal descriptions and plats;

(6) Furnish construction plans and specifications for the recommended route provided in the PDR Amendment;

(7) Perform temporary flow monitoring required to evaluate flows;

(8) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions; and

(9) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

Attachment A:
ACE Pipeline - CCTV Scope

Assumptions:

1. City will coordinate with BNSF for access to all manholes within Compress Avenue, which is City ROW: MH-31 through MH-38 (shown in pink)

2. City will coordinate with BNSF for access to all manholes located within BNSF property:
MH-39 through MH-40 (shown in yellow)

3. The following manholes should be accessible without coordinating with City:
MH-1 through MH-30 (shown in green).

4. Some manholes between MH-31 and MH-40 may be skipped, if CCTV can capture them from off-site manholes. For instance, MH-35 could be captured by accessing MH-24; MH-31 could be captured by accessing MH-29

5. Condition assessment of manholes within BNSF not necessary (MH-31 through MH-40) as they will likely be abandoned with future main.

6. For any manholes that are buried, the City will assist in locating them.

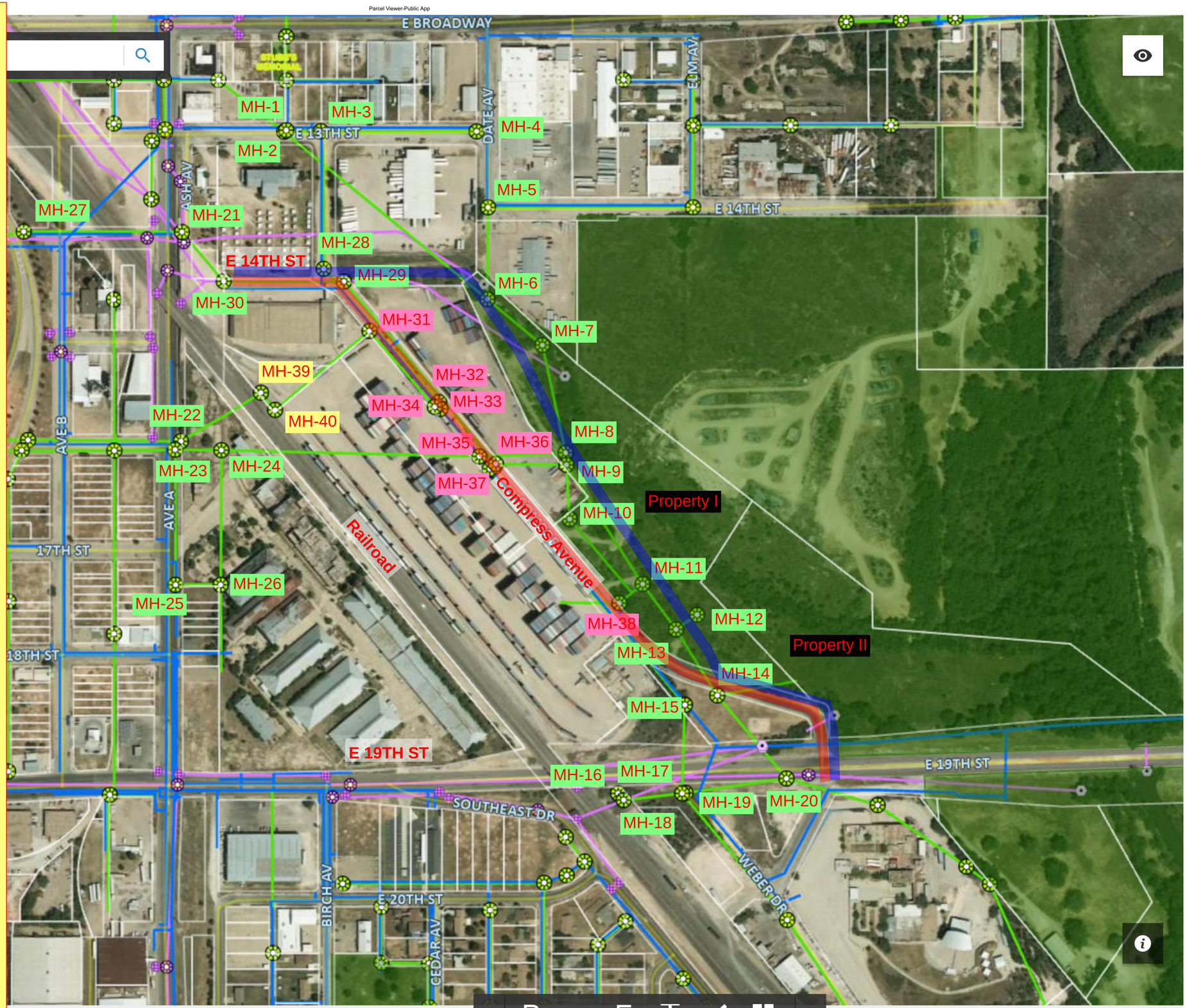
7. CCTV of PINK (Note 1) and YELLOW (Note 2) manholes will take 2 additional days. These manholes will be on hold until City has coordinated with BNSF, and may require remobilization.

8. Shaded red and blue lines are possible future sewer alignments and can be disregarded for ACE's scope.

9. CCTV of all maholes downstream of MH-20, to the City's WWTP, shall be listed as a separate task. Include condition assessment of these manholes.

10. CCTV of MH-1 through MH-40 shall be listed as a separate task.

11. Assume up to 10 existing manholes will require rebuilding top portion of manhole, including new ring and cover. Cover will be provided by City.



Attachment B:
Hugo Reed - Surveying/SUE Scope

Assumptions:

1. City will coordinate with BNSF for access to all manholes within Compress Avenue, which is City ROW: MH-31 through MH-38 (shown in pink)

2. City will coordinate with BNSF for access to all manholes located within BNSF property:
MH-39 through MH-40 (shown in yellow)

3. The following manholes should be accessible without coordinating with City:
MH-1 through MH-30 (shown in green).

4. For any manholes that are buried, the City will assist in locating them.

5. Surveying PINK (Note 1) and YELLOW (Note 2) manholes will take 2 additional days. Survey of these manholes will be on hold until City has coordinated with BNSF, and will require remobilization.

6. Topo survey and SUE for new sewer design to be performed AFTER an approved alignment has been determined (several months after initial survey). This will require effort to be performed much later than surveying existing manholes. Topo survey and SUE shall be scoped as being the greater effort of the following two possible alignments:

A. Red alignment generally following E 14th Street and Compress Avenue (full ROW width). SUE Level B, with 5 SUE Level A potholes. SUE to include crossing of E 19th Street (shaded blue area).

B. Blue alignment along E 14th Street and in open area east of railyard, a minimum 100' wide. SUE Level B to include all of Property I and Property II, E 14th Street, as well as crossing of E 19th Street (shaded blue area). Include 5 Level A potholes.

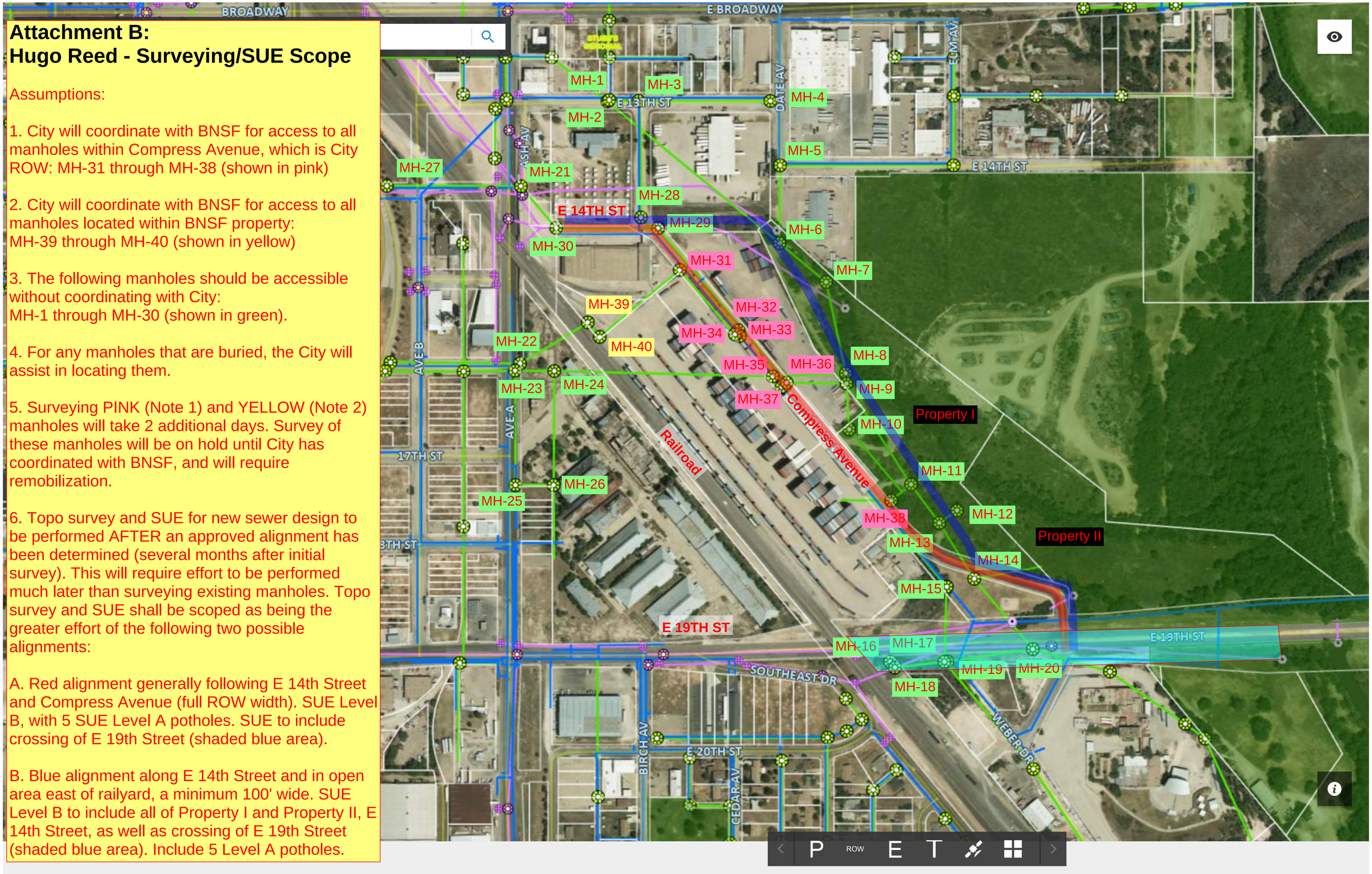


EXHIBIT B
AMENDMENT No.2
FEE SCHEDULE FOR:
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

12-Apr-21

Task	Description	FNI Fee	Sub's Fee	Total
Task X	Project Management and Quality Assurance	$ 50,920	$ -	$ 50,920
Task XI	Condition Assessment Report (Phase 2)	$ 109,025	$ 296,925	$ 405,950
Task XII	Analyze Existing Sewer at Railroad Yard and Provide Design	$ 315,653	$ 104,379	$ 420,032
Task XIII	Preliminary Design Report (PDR) and Route Study - Modify Previous PDR	$ 72,803	$ -	$ 72,803
	Total	$ 548,400	$ 401,304	$ 949,704

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
4/7/2021
Detailed Cost Breakdown

Project Fee Summary		
Basic Services	$	543,754
Special Services	$	405,950
Total Project	$	949,704

Tasks				Labor													
Phase	**Task**	**Basic or Special**	**Task Description**	Nick Lester	Robb Otey	Michael McBee	Claire Schneider	Aaron Litteken	Ryan Opgenorth	Kristina Strong	Mazen Kawasmi	Andrew Franko	Stephen Johnson	Cassie Seabourn	Kimberly Buckley	Ben Hagood	Heath Myers
				Principal-in-Charge / Senior Advisor	Project Manager	Assistant Project Manager	Designer	CAD Tech	QC Reviewer	Admin	QC Reviewer (Hydraulic Modeling)	Hydraulic Modeling	Hydraulic Modeling	GIS (Hydraulic Modeling)	QC Reviewer (Environmental)	Environmental Scientist	GIS (Environmental)
Task X		**Basic**	**Project Management and Quality Assurance**														
	1	Basic	Schedule internal design meetings and manage sub-consultants		24	8				1							
	2-3	Basic	Schedule progress meetings, task-specific meetings and site visits with City (4 total)	16	32	32	16			4							
	4	Basic	Meet with agencies and railroad (1)		2	8	8										
	5	Basic	Prepare monthly progress reports (3)			3	3										
	6-8	Basic	Internal QA/QC and constructability reviews	6	12	2			12								
Task XI		**Special**	**Condition Assessment Report (Phase 2)**														
		Special	Pipeline Inspection														
	1	Special	Obtain record drawings from City		2	4	4										
	2	Special	Review flow data		2	4	4										
	3	Special	Perform site visits (1) (refer to Task X)														
	4-7	Special	Conduct diagnostic evaluation using pan/tilt/zoom camera (25,600 LF) including coordinating with City		16	32											
	8	Special	Review inspection data		60	16	16										
	9	Special	Submit report to City		1	2											
	10	Special	Deliver debris to City-approved facility														
	11	Special	Traffic Control for CCTV														
		Special	Manhole Inspection														
	1-2	Special	Inspect manholes (100) and coordinate with City														
	3	Special	Analyze existing manhole inspection data		16	8	4										
	4	Special	Make recommendations for rehab/replacement		8	16	8										
	5-6	Special	Provide photos and video of inspection on standard forms														
	7	Special	Prepare report														
		Special	Preparation of Condition Assessment Report														
	1	Special	Prepare report, provide recommendations	8	40	24	24	16	8	4							
Task XII		**Basic**	**Analyze Existing Sewer at Railroad Yard and Provide Design**														
	1	Basic	Coordinate with representatives of railroad		1	4	2										
	2	Basic	Provide Surveying, SUE Level A (10 potholes) and Level B within railroad yard														
	3	Basic	Prepare report	8	16	32	32	8				16	40				
	4	Basic	Prepare legal descriptions (3 PUE and 5 TCE)		1	8	4										
	5	Basic	Prepare design within railroad yard (5 sheets)														
		Basic	- Cover sheet				1	2									
		Basic	- Index, location and vicinity maps sheet				2	8									
		Basic	- Abbreviations, symbols and legend sheet				1	2									
		Basic	- General notes sheet (2)		2	16	12	4									
		Basic	- Project layout sheet (2)		2	8		16									
		Basic	- Survey control sheet (2)			4		16									
		Basic	- Plan sheet reference (2)			8		16									
		Basic	- Pipeline plan/profile sheets (5)		10	48	96	96			2		16				
		Basic	- Recommended construction sequence (2)		4	16		16									
		Basic	- Recommend bypass pumping plan (2)		2	8	24	32									
		Basic	- Tie-in and connection details (2)		2	16		32									
		Basic	- Detail sheets (5)		2	12	16	40									
		Basic	- Erosion control plan, notes and details (5)		1	4		8									
		Basic	- TCP notes			2											
		Basic	- Geotechnical bore logs (4)			1		4									
		Basic	Prepare specifications	4	16	84	40										
		Basic	Prepare trench design technical memorandum		2	24											
		Basic	Prepare OPCC (60%, 90% and Final)		2	12											
		Basic	Submit plans/specs to City (60%, 90% and Final)			4											
		Basic	Provide plans for regulatory agencies			2											
		Basic	Address City and agency comments		16	44		80									
		Basic	Participate in final alignment walk-through	8	8	8											
		Basic	Submit plans to TCEQ		2	5											
		Basic	Franchise Utility Coordination		4	16	40										
	6	Basic	Geotechnical Investigation (3 borings)		2	4											
	7	Basic	Environmental Evaluation and Permitting		3	10	12								2	32	17
	8	Basic	Construction Advertisement Phase	12	44	84	8	32		48							
Task XIII		**Basic**	**Preliminary Design Report (PDR) and Route Study - Modify Previous PDR**														
	1	Basic	Define average and maximum flow conditions		2	1	1					2					
	2	Basic	Identify alternate alignments (2) in addition to baseline alignment	1	4	12	8				2	12		2			
	3	Basic	Participate in workshop (See Item 13)									8					

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
4/7/2021
Detailed Cost Breakdown

Project Fee Summary		
Basic Services	$	543,754
Special Services	$	405,950
Total Project	$	949,704

Tasks				Labor													
Phase	**Task**	**Basic or Special**	**Task Description**	Nick Lester	Robb Otey	Michael McBee	Claire Schneider	Aaron Litteken	Ryan Opgenorth	Kristina Strong	Mazen Kawasmi	Andrew Franko	Stephen Johnson	Cassie Seabourn	Kimberly Buckley	Ben Hagood	Heath Myers
				Principal-in-Charge / Senior Advisor	Project Manager	Assistant Project Manager	Designer	CAD Tech	QC Reviewer	Admin	QC Reviewer (Hydraulic Modeling)	Hydraulic Modeling	Hydraulic Modeling	GIS (Hydraulic Modeling)	QC Reviewer (Environmental)	Environmental Scientist	GIS (Environmental)
	4	Basic	Prepare drawings and exhibits		2	24	8	48									
	5	Basic	Determine pipeline configuration		2	16											
	6	Basic	Analyze ownership boundaries		2	4											
	7	Basic	Develop preliminary pipeline profiles		2	12	32						6				
	8	Basic	Review erosion and bank stabilization measures		2	2											
	9	Basic	Develop desktop analysis		2	4	8								2	12	8
	10	Basic	Prepare preliminary OPCC (2)		2	4	8										
	11	Basic	Identify easement acquisitions required			4											
	12	Basic	Submit draft PDR to City			4						2	2	2			
	13	Basic	Particpate in Draft PDR workshop (included in Task X)														
	14	Basic	Incorporate City comments	2	16	32	32	16		2		4					
	15	Basic	Participate in Final PDR workshop (included in Task X)														
			Total Hours / Quantity	**65**	**393**	**762**	**474**	**492**	**20**	**59**	**4**	**44**	**64**	**4**	**4**	**44**	**25**
			Total Effort	**$ 19,825**	**$ 115,149**	**$ 131,826**	**$ 72,048**	**$ 61,992**	**$ 4,000**	**$ 5,664**	**$ 936**	**$ 10,296**	**$ 12,800**	**$ 608**	**$ 936**	**$ 8,800**	**$ 3,800**

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
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Tasks													
Phase	**Task**	**Basic or Special**	**Task Description**	Alyxes Martinez Environmental Scientist	Brian King THC Reviewer	Mike Shiflett Task Leader (Geotechnical)	Sebastian Farkas Geotechnical Engineer	Margo Knapp Admin (Geotechnical)	Mark Thinnes CAD Tech (Geotechnical)	Tony Bosecker QA/QC Reviewer (Geotechnical)	**Total Hours**	**Total Labor Effort**	
Task X		**Basic**	**Project Management and Quality Assurance**									$	-
	1	Basic	Schedule internal design meetings and manage sub-consultants								33	$	8,512
	2-3	Basic	Schedule progress meetings, task-specific meetings and site visits with City (4 total)								100	$	22,608
	4	Basic	Meet with agencies and railroad (1)								18	$	3,186
	5	Basic	Prepare monthly progress reports (3)								6	$	975
	6-8	Basic	Internal QA/QC and constructability reviews								32	$	8,092
												$	-
Task XI		**Special**	**Condition Assessment Report (Phase 2)**									$	-
		Special	Pipeline Inspection									$	-
	1	Special	Obtain record drawings from City								10	$	1,886
	2	Special	Review flow data								10	$	1,886
	3	Special	Perform site visits (1) (refer to Task X)									$	-
	4-7	Special	Conduct diagnostic evaluation using pan/tilt/zoom camera (25,600 LF) including coordinating with City								48	$	10,224
	8	Special	Review inspection data								92	$	22,780
	9	Special	Submit report to City								3	$	639
	10	Special	Deliver debris to City-approved facility									$	-
	11	Special	Traffic Control for CCTV									$	-
		Special	Manhole Inspection									$	-
	1-2	Special	Inspect manholes (100) and coordinate with City									$	-
	3	Special	Analyze existing manhole inspection data								28	$	6,680
	4	Special	Make recommendations for rehab/replacement								32	$	6,328
	5-6	Special	Provide photos and video of inspection on standard forms									$	-
	7	Special	Prepare report									$	-
		Special	Preparation of Condition Assessment Report									$	-
	1	Special	Prepare report, provide recommendations								124	$	25,960
												$	-
Task XII		**Basic**	**Analyze Existing Sewer at Railroad Yard and Provide Design**										
	1	Basic	Coordinate with representatives of railroad								7	$	1,289
	2	Basic	Provide Surveying, SUE Level A (10 potholes) and Level B within railroad yard									$	-
	3	Basic	Prepare report								152	$	30,280
	4	Basic	Prepare legal descriptions (3 PUE and 5 TCE)								13	$	2,285
	5	Basic	Prepare design within railroad yard (5 sheets)									$	-
		Basic	- Cover sheet								3	$	404
		Basic	- Index, location and vicinity maps sheet								10	$	1,312
		Basic	- Abbreviations, symbols and legend sheet								3	$	404
		Basic	- General notes sheet (2)								34	$	5,682
		Basic	- Project layout sheet (2)								26	$	3,986
		Basic	- Survey control sheet (2)								20	$	2,708
		Basic	- Plan sheet reference (2)								24	$	3,400
		Basic	- Pipeline plan/profile sheets (5)								268	$	41,590
		Basic	- Recommended construction sequence (2)								36	$	5,956
		Basic	- Recommend bypass pumping plan (2)								66	$	9,650
		Basic	- Tie-in and connection details (2)								50	$	7,386
		Basic	- Detail sheets (5)								70	$	10,134
		Basic	- Erosion control plan, notes and details (5)								13	$	1,993
		Basic	- TCP notes								2	$	346
		Basic	- Geotechnical bore logs (4)								5	$	677
		Basic	Prepare specifications								144	$	26,520
		Basic	Prepare trench design technical memorandum								26	$	4,738
		Basic	Prepare OPCC (60%, 90% and Final)								14	$	2,662
		Basic	Submit plans/specs to City (60%, 90% and Final)								4	$	692
		Basic	Provide plans for regulatory agencies								2	$	346
		Basic	Address City and agency comments								140	$	22,380
		Basic	Participate in final alignment walk-through								24	$	6,168
		Basic	Submit plans to TCEQ								7	$	1,451
		Basic	Franchise Utility Coordination								60	$	10,020
	6	Basic	Geotechnical Investigation (3 borings)			26	36	12	6	2	88	$	17,222
	7	Basic	Environmental Evaluation and Permitting	18	9						103	$	17,692
	8	Basic	Construction Advertisement Phase								228	$	40,940
												$	-
Task XIII		**Basic**	**Preliminary Design Report (PDR) and Route Study - Modify Previous PDR**									$	-
	1	Basic	Define average and maximum flow conditions								6	$	1,379
	2	Basic	Identify alternate alignments (2) in addition to baseline alignment								41	$	8,349
	3	Basic	Participate in workshop (See Item 13)								8	$	1,872

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
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Detailed Cost Breakdown

Tasks													
Phase	**Task**	**Basic or Special**	**Task Description**	Alyxes Martinez Environmental Scientist	Brian King THC Reviewer	Mike Shiflett Task Leader (Geotechnical)	Sebastian Farkas Geotechnical Engineer	Margo Knapp Admin (Geotechnical)	Mark Thinnes CAD Tech (Geotechnical)	Tony Bosecker QA/QC Reviewer (Geotechnical)	**Total Hours**	**Total Labor Effort**
	4	Basic	Prepare drawings and exhibits								82	$ 12,002
	5	Basic	Determine pipeline configuration								18	$ 3,354
	6	Basic	Analyze ownership boundaries								6	$ 1,278
	7	Basic	Develop preliminary pipeline profiles								52	$ 8,726
	8	Basic	Review erosion and bank stabilization measures								4	$ 932
	9	Basic	Develop desktop analysis	8							44	$ 7,578
	10	Basic	Prepare preliminary OPCC (2)								14	$ 2,494
	11	Basic	Identify easement acquisitions required								4	$ 692
	12	Basic	Submit draft PDR to City								10	$ 1,864
	13	Basic	Particpate in Draft PDR workshop (included in Task X)									$ -
	14	Basic	Incorporate City comments								104	$ 18,842
	15	Basic	Participate in Final PDR workshop (included in Task X)									$ -
												$ -
												$ -
			Total Hours / Quantity	**26**	**9**	**26**	**36**	**12**	**6**	**2**	**2,571**	
			Total Effort	**$ 3,250**	**$ 1,557**	**$ 7,618**	**$ 5,472**	**$ 1,512**	**$ 756**	**$ 586**		**$ 469,431**

City of Lubbock
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Detailed Cost Breakdown

Project Fee Summary	
Basic Services	543,754
Special Services	405,950
Total Project	949,704

Tasks				Expenses											
Phase	Task	Basic or Special	Task Description	Tech Charge	Car Rental	Meals	Hotel	Airfare	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
Task X		Basic	Project Management and Quality Assurance												$ -
	1	Basic	Schedule internal design meetings and manage sub-consultants	33											$ 281
	2-3	Basic	Schedule progress meetings, task-specific meetings and site visits with City (4 total)	100	300	300		3,000							$ 4,810
	4	Basic	Meet with agencies and railroad (1)	18	150	150		1,500							$ 2,133
	5	Basic	Prepare monthly progress reports (3)	6											$ 51
	6-8	Basic	Internal QA/QC and constructability reviews	32											$ 272
															$ -
Task XI		Special	Condition Assessment Report (Phase 2)												$ -
		Special	Pipeline Inspection												$ -
	1	Special	Obtain record drawings from City	10											$ 85
	2	Special	Review flow data	10											$ 85
	3	Special	Perform site visits (1) (refer to Task X)												$ -
	4-7	Special	Conduct diagnostic evaluation using pan/tilt/zoom camera (25,600 LF) including coordinating with City	48											$ 408
	8	Special	Review inspection data	92											$ 782
	9	Special	Submit report to City	3											$ 26
	10	Special	Deliver debris to City-approved facility												$ -
	11	Special	Traffic Control for CCTV												$ -
		Special	Manhole Inspection												$ -
	1-2	Special	Inspect manholes (100) and coordinate with City												$ -
	3	Special	Analyze existing manhole inspection data	28											$ 238
	4	Special	Make recommendations for rehab/replacement	32											$ 272
	5-6	Special	Provide photos and video of inspection on standard forms												$ -
	7	Special	Prepare report												$ -
		Special	Preparation of Condition Assessment Report												$ -
	1	Special	Prepare report, provide recommendations	124											$ 1,054
															$ -
Task XII		Basic	Analyze Existing Sewer at Railroad Yard and Provide Design												$ -
	1	Basic	Coordinate with representatives of railroad	7										7500	$ 8,310
	2	Basic	Provide Surveying, SUE Level A (10 potholes) and Level B within railroad yard												$ -
	3	Basic	Prepare report	152											$ 1,292
	4	Basic	Prepare legal descriptions (3 PUE and 5 TCE)	13											$ 111
	5	Basic	Prepare design within railroad yard (5 sheets)												$ -
		Basic	- Cover sheet	3											$ 26
		Basic	- Index, location and vicinity maps sheet	10											$ 85
		Basic	- Abbreviations, symbols and legend sheet	3											$ 26
		Basic	- General notes sheet (2)	34											$ 289
		Basic	- Project layout sheet (2)	26											$ 221
		Basic	- Survey control sheet (2)	20											$ 170
		Basic	- Plan sheet reference (2)	24											$ 204
		Basic	- Pipeline plan/profile sheets (5)	268											$ 2,278
		Basic	- Recommended construction sequence (2)	36											$ 306
		Basic	- Recommend bypass pumping plan (2)	66											$ 561
		Basic	- Tie-in and connection details (2)	50											$ 425
		Basic	- Detail sheets (5)	70											$ 595
		Basic	- Erosion control plan, notes and details (5)	13											$ 111
		Basic	- TCP notes	2											$ 17
		Basic	- Geotechnical bore logs (4)	5											$ 43
		Basic	Prepare specifications	144											$ 1,224
		Basic	Prepare trench design technical memorandum	26											$ 221
		Basic	Prepare OPCC (60%, 90% and Final)	14											$ 119
		Basic	Submit plans/specs to City (60%, 90% and Final)	4											$ 34
		Basic	Provide plans for regulatory agencies	2											$ 17
		Basic	Address City and agency comments	140											$ 1,190
		Basic	Participate in final alignment walk-through	24											$ 204
		Basic	Submit plans to TCEQ	7											$ 60
		Basic	Franchise Utility Coordination	60											$ 510
	6	Basic	Geotechnical Investigation (3 borings)	88	300	180	180	550							$ 2,079
	7	Basic	Environmental Evaluation and Permitting	103	100	40		1,100							$ 2,240
	8	Basic	Construction Advertisement Phase	228											$ 1,938
															$ -
Task XIII		Basic	Preliminary Design Report (PDR) and Route Study - Modify Previous PDR												$ -
	1	Basic	Define average and maximum flow conditions	6											$ 51
	2	Basic	Identify alternate alignments (2) in addition to baseline alignment	41											$ 349
	3	Basic	Participate in workshop (See Item 13)	8											$ 68

City of Lubbock
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Detailed Cost Breakdown

Project Fee Summary	
Basic Services	543,754
Special Services	405,950
Total Project	949,704

Tasks				Expenses											
Phase	**Task**	**Basic or Special**	**Task Description**	Tech Charge	Car Rental	Meals	Hotel	Airfare	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	**Total Expense Effort**
	4	Basic	Prepare drawings and exhibits	82											$ 697
	5	Basic	Determine pipeline configuration	18											$ 153
	6	Basic	Analyze ownership boundaries	6											$ 51
	7	Basic	Develop preliminary pipeline profiles	52											$ 442
	8	Basic	Review erosion and bank stabilization measures	4											$ 34
	9	Basic	Develop desktop analysis	44											$ 374
	10	Basic	Prepare preliminary OPCC (2)	14											$ 119
	11	Basic	Identify easement acquisitions required	4											$ 34
	12	Basic	Submit draft PDR to City	10							200				$ 135
	13	Basic	Particpate in Draft PDR workshop (included in Task X)												$ -
	14	Basic	Incorporate City comments	104							200				$ 934
	15	Basic	Participate in Final PDR workshop (included in Task X)												$ -
															$ -
															$ -
			Total Hours / Quantity	**2,571**	**850**	**670**	**180**	**6,150**	**-**	**-**	**400**	**-**	**-**	**7,500**	
			Total Effort	**$ 21,854**	**$ 935**	**$ 737**	**$ 198**	**$ 6,765**	**$ -**	**$ -**	**$ 100**	**$ -**	**$ -**	**$ 8,250**	**$ 38,839**

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
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Detailed Cost Breakdown

Project Fee Summary	
Basic Services	543,754
Special Services	405,950
Total Project	949,704

Tasks				Subconsultants					Total
Phase	Task	Basic or Special	Task Description	Hugo Reed (Surveying)	Ace Pipeline (CCTV)	West Drilling (Driller/Lab)	Geoscience (Field Logging)	Total Sub Effort	Total Effort
Task X		Basic	**Project Management and Quality Assurance**					$ -	$ -
	1	Basic	Schedule internal design meetings and manage sub-consultants					$ -	$ 8,793
	2-3	Basic	Schedule progress meetings, task-specific meetings and site visits with City (4 total)					$ -	$ 27,418
	4	Basic	Meet with agencies and railroad (1)					$ -	$ 5,319
	5	Basic	Prepare monthly progress reports (3)					$ -	$ 1,026
	6-8	Basic	Internal QA/QC and constructability reviews					$ -	$ 8,364
								$ -	$ -
Task XI		Special	**Condition Assessment Report (Phase 2)**					$ -	$ -
		Special	Pipeline Inspection					$ -	$ -
	1	Special	Obtain record drawings from City					$ -	$ 1,971
	2	Special	Review flow data					$ -	$ 1,971
	3	Special	Perform site visits (1) (refer to Task X)					$ -	$ -
	4-7	Special	Conduct diagnostic evaluation using pan/tilt/zoom camera (25,600 LF) including coordinating with City		296,925			$ 326,618	$ 337,250
	8	Special	Review inspection data					$ -	$ 23,562
	9	Special	Submit report to City					$ -	$ 665
	10	Special	Deliver debris to City-approved facility					$ -	$ -
	11	Special	Traffic Control for CCTV					$ -	$ -
		Special	Manhole Inspection					$ -	$ -
	1-2	Special	Inspect manholes (100) and coordinate with City					$ -	$ -
	3	Special	Analyze existing manhole inspection data					$ -	$ 6,918
	4	Special	Make recommendations for rehab/replacement					$ -	$ 6,600
	5-6	Special	Provide photos and video of inspection on standard forms					$ -	$ -
	7	Special	Prepare report					$ -	$ -
		Special	Preparation of Condition Assessment Report					$ -	$ -
	1	Special	Prepare report, provide recommendations					$ -	$ 27,014
								$ -	$ -
Task XII		Basic	**Analyze Existing Sewer at Railroad Yard and Provide Design**					$ -	$ -
	1	Basic	Coordinate with representatives of railroad					$ -	$ 9,599
	2	Basic	Provide Surveying, SUE Level A (10 potholes) and Level B within railroad yard	71,129				$ 78,242	$ 78,242
	3	Basic	Prepare report					$ -	$ 31,572
	4	Basic	Prepare legal descriptions (3 PUE and 5 TCE)	15,000				$ 16,500	$ 18,896
	5	Basic	Prepare design within railroad yard (5 sheets)					$ -	$ -
		Basic	- Cover sheet					$ -	$ 430
		Basic	- Index, location and vicinity maps sheet					$ -	$ 1,397
		Basic	- Abbreviations, symbols and legend sheet					$ -	$ 430
		Basic	- General notes sheet (2)					$ -	$ 5,971
		Basic	- Project layout sheet (2)					$ -	$ 4,207
		Basic	- Survey control sheet (2)					$ -	$ 2,878
		Basic	- Plan sheet reference (2)					$ -	$ 3,604
		Basic	- Pipeline plan/profile sheets (5)					$ -	$ 43,868
		Basic	- Recommended construction sequence (2)					$ -	$ 6,262
		Basic	- Recommend bypass pumping plan (2)					$ -	$ 10,211
		Basic	- Tie-in and connection details (2)					$ -	$ 7,811
		Basic	- Detail sheets (5)					$ -	$ 10,729
		Basic	- Erosion control plan, notes and details (5)					$ -	$ 2,104
		Basic	- TCP notes					$ -	$ 363
		Basic	- Geotechnical bore logs (4)					$ -	$ 720
		Basic	Prepare specifications					$ -	$ 27,744
		Basic	Prepare trench design technical memorandum					$ -	$ 4,959
		Basic	Prepare OPCC (60%, 90% and Final)					$ -	$ 2,781
		Basic	Submit plans/specs to City (60%, 90% and Final)					$ -	$ 726
		Basic	Provide plans for regulatory agencies					$ -	$ 363
		Basic	Address City and agency comments					$ -	$ 23,570
		Basic	Participate in final alignment walk-through					$ -	$ 6,372
		Basic	Submit plans to TCEQ					$ -	$ 1,511
		Basic	Franchise Utility Coordination					$ -	$ 10,530
	6	Basic	Geotechnical Investigation (3 borings)			15,750	2,500	$ 20,075	$ 39,376
	7	Basic	Environmental Evaluation and Permitting					$ -	$ 19,932
	8	Basic	Construction Advertisement Phase					$ -	$ 42,878
								$ -	$ -
Task XIII		Basic	**Preliminary Design Report (PDR) and Route Study - Modify Previous PDR**					$ -	$ -
	1	Basic	Define average and maximum flow conditions					$ -	$ 1,430
	2	Basic	Identify alternate alignments (2) in addition to baseline alignment					$ -	$ 8,698
	3	Basic	Participate in workshop (See Item 13)					$ -	$ 1,940

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.2
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Detailed Cost Breakdown

Project Fee Summary	
Basic Services	543,754
Special Services	405,950
Total Project	949,704

Tasks				Subconsultants					Total
Phase	**Task**	**Basic or Special**	**Task Description**	Hugo Reed (Surveying)	Ace Pipeline (CCTV)	West Drilling (Driller/Lab)	Geoscience (Field Logging)	**Total Sub Effort**	**Total Effort**
	4	Basic	Prepare drawings and exhibits					$ -	$ 12,699
	5	Basic	Determine pipeline configuration					$ -	$ 3,507
	6	Basic	Analyze ownership boundaries					$ -	$ 1,329
	7	Basic	Develop preliminary pipeline profiles					$ -	$ 9,168
	8	Basic	Review erosion and bank stabilization measures					$ -	$ 966
	9	Basic	Develop desktop analysis					$ -	$ 7,952
	10	Basic	Prepare preliminary OPCC (2)					$ -	$ 2,613
	11	Basic	Identify easement acquisitions required					$ -	$ 726
	12	Basic	Submit draft PDR to City					$ -	$ 1,999
	13	Basic	Particpate in Draft PDR workshop (included in Task X)					$ -	$ -
	14	Basic	Incorporate City comments					$ -	$ 19,776
	15	Basic	Participate in Final PDR workshop (included in Task X)					$ -	$ -
								$ -	$ -
								$ -	$ -
			Total Hours / Quantity	**$ 86,129**	**$ 296,925**	**$ 15,750**	**$ 2,500**		
			Total Effort	**$ 94,742**	**$ 326,618**	**$ 17,325**	**$ 2,750**	**$ 441,434**	**$ 949,704**

Resolution No. 2020-R0153

Item No. 6.11

May 12, 2020

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 15282 for Downtown Sanitary Sewer Improvements – Phase I and II engineering design services, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on May 12, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E. CFM, Division Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.PSA-No. 15282 – Freese and Nichols, Inc.
April 14, 2020

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") Contract No. 15282 is entered into this 12th day of May, 2020, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., (the" Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, The City desires to contract with the Engineer to provide professional services for the design of Downtown Sewer Improvements Phase I and II, (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of 720 days. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may, but is not obligated to, in his or her discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. The Engineer shall receive as consideration to be paid for the performance of the Services, in an amount not to exceed $144,813, as set forth in Exhibit "B".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

B. Corporate Power. The Engineer has the corporate power to enter into and perform this Agreement and all other activities contemplated hereby.

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

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

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

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

ARTICLE VI. SCOPE OF WORK

The Engineer shall accomplish the following: Professional Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

The Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. The Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $2,000,000

Automobile Liability:

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

Employer's Liability:

Per Occurrence Single Limit: $1,000,000

Worker's Compensation

Per Occurrence Single Limit: $500,000

The Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. The Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas

Labor Code. Further, the Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, the Engineer fails to maintain the required insurance in full force and effect, the Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

The Engineer represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.

Nicholas Lester, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: 817-735-7393
Facsimile: 817-735-7491

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

Josh Kristinek, P.E.
City of Lubbock
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-3397

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XV. MISCELLANEOUS

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

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

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

D. Assignability. The Engineer may not assign this Agreement without the prior written approval of the City.

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

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

O. SB 252. SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

P. No Boycott of Israel. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Q. Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

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EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebeeca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., CFM, Division Director of Engineering/City Engineer

Josh Kristinek, P.E., Assistant City Engineer – Capital Projects and Design

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

Firm

Freese and Nichols, Inc.

By: Nicholas Lester

Nicholas Lester, P.E
Vice President/Principal

EXHIBIT A
SCOPE OF SERVICES FOR:
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

General:

The City of Lubbock (The Owner) is experiencing a period of growth throughout the City and surrounding areas. In order to respond to this growth, infrastructure improvements are required to meet the increasing population and non-residential development. The development of this sanitary sewer line (The Project) is to upsize existing infrastructure in response to existing and upcoming re-development in downtown Lubbock. The Wastewater Master Plan and associated modeling identified the need to upsize the existing 15/18/21-inch sewer lines, located in Avenue M and 14th Street, to a 21- and 30-inch line to convey flows from downtown ultimately to the Southeast Water Reclamation Plant. To address these new flows, the Project's primary objectives consist of the following:

A. The Project includes the following services:

1. Prepare Preliminary Design Report (PDR) - Identifying and analyzing three alternate routes, in addition to the baseline route identified in the Owner's Wastewater Master Plan (refer to attached preliminary map). Included in the PDR will be the determination of rehabilitation methods for portions of the existing sewer lines for the alternate routes.

2. Condition Assessment - Pending selection and approval by the Owner for one of the three alternate routes, a condition assessment of the manholes (22) and pipelines (maximum 6000 LF) will be performed. The purpose of this condition assessment will be to identify if rehabilitation is required, and if so, to select the method conducive to its condition.

B. The Project does not include the following services, but will include them in a subsequent amendment:

1. Topographical Survey – Once a route has been selected, topographical survey will be performed (approximately 8500 LF). If a route is selected other than the baseline route, survey will be performed for the rehabilitation of the existing 15- and 18-inch sewer pipeline in Avenue M and 14th Street (maximum 6000 LF).

2. SUE Level B will be performed for the same alignments and up to 10 Level A potholes. Up to eight (8) legal descriptions will be prepared for new sewer easements including temporary construction easements.

3. Geotechnical Investigation - The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting. 15 exploratory borings, spaced no greater than 1,000 feet apart, will be performed with all borings drilled to a minimum depth of 25 feet below existing grade.

4. Environmental Evaluation and Permitting – The proposed environmental evaluation consist of a pedestrian survey, coordination with the Texas Historical Commission, and the preparation

of an environmental permitting memorandum. Permitting includes assisting the City in obtaining permits from various agencies.

5. Prepare two sets of Contract Documents – The Project will be designed for two sets of contract documents. The first for the new interceptor and the second for the rehabilitation of the existing sewer lines (if needed). The Contract Documents will be structured based on the Competitive Sealed Proposal (CSP) method of Contractor selection. Included in the Contract Documents for the new interceptor will include the design of a Diversion Structure, which will be capable of transferring the required flows to the new interceptor and to allow required flows to remain in the existing sewer lines.

6. Construction Advertisement – Both projects will be advertised and awarded simultaneously. Pre-proposal meetings for both projects will be held on the same day. Receipt of both proposals from Contractors will also be held on the same day.

7. Disposal fees for waste material collected by the Contractor during the Condition Assessment of the existing pipelines. It is understood that the Owner will provide, free of charge, a location for the Engineer's sub-consultant to dispose of waste material.

8. It is assumed that the geotechnical borings will not encounter a rock stratum. Therefore, the testing for such material is not included in the scope.

9. General Representation is not included in the scope.

10. Resident Project Representation (RPR) is not included in the scope.

11. Temporary flow monitoring will not be provided. Design flows will be based on the Owner's current Wastewater Master Plan.

12. Land acquisition services are not included in the scope but can be added as an amendment to the contract.

13. The preparation of a Pre-Construction Notification, individual Section 404 permit application to the USACE, performing a survey for federally listed threatened or endangered species, providing a cultural resource survey, or preparation of a Phase I/II environmental site assessment, is not included in the scope.

14. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

Basic Services (Tasks I – II) and Special Services (Tasks III)

A. TASK I – PRELIMINARY DESIGN REPORT (30% CONCEPTUAL DESIGN) AND PROJECT START-UP

(1) Project Start-up:

(a) Plan and participate in a PROJECT start-up meeting with the Owner to confirm

PROJECT scope, personnel, lines of communication, budget, and schedule;

(b) Prepare meeting summary (meeting minutes) of the PROJECT start-up meeting and distribute to participants;

(c) Review existing materials and reports, including those obtained from the Owner, and perform field investigations to establish the final interceptor alignment. The data reviewed will be used in the development of the PROJECT documents and will include, but not be limited to, the following:

- Latest system Infiltration/Inflow Assessment;
- Available wastewater flow data;
- Existing pipeline numbering system and geographic information system (GIS) mapping;
- Property ownership and tax plat information;
- Existing wastewater closed-circuit television (CCTV) and inspection data, field logs, work order history, and reports; and
- Existing utility, roadway, and site record drawings;

(d) Engineer will define the average and maximum flow conditions based on existing hydraulic modeling as provided in the latest Wastewater Master Plan;

(2) Preliminary Design Report (30% Conceptual Design):

Engineer will provide a preliminary design report that evaluates up to three (3) options in addition to the baseline route established in the Owner's Wastewater Master Plan, to accommodate the needed hydraulic improvements to this segment. These options include the following alternatives:

(a) Evaluate constructing a new interceptor along alternate routes to Avenue M and 14th Street;

(b) Evaluate pipeline rehabilitation methods for the existing 15-, 18- and 21-inch pipelines, which may include traditional cured-in-place pipe (CIPP), sliplining, pipe bursting, and multiple point repairs. Assess the structural viability of each rehabilitation option based upon previous condition assessment study and existing known soil conditions. Rehabilitation evaluation is not required if the selected alternate is the baseline route;

(c) Participate in one workshop with the Owner to discuss the various alternative options for this PROJECT and probable environmental impacts in the area;

(d) Prepare exhibits showing the PROJECT and related interceptors and appurtenances. Each proposed alternative option will be shown on a separate exhibit, to be used during planning and presentations;

(e) Determine the pipeline configuration needed to transport the projected flows;

(f) Review the alignment of the existing pipeline and/or other applicable pipeline improvement(s) in areas to be paralleled and pertinent information regarding land boundaries and ownership in the potentially affected areas;

(g) Develop preliminary pipeline profiles for alternative options. At a minimum the profiles shall be developed based on topographic information obtained from United States Geological Survey topographic maps along the proposed pipeline routes. The profiles will be reviewed with the Owner and the alternatives compared to determine advantages and disadvantages of the proposed alternatives based on the profile characteristics. Investigation of subsurface features (e.g., other utilities, pipelines, and structures) may be required in developing the profiles;

(h) Desktop Environmental Evaluation – Engineer will perform a desktop environmental evaluation of three alternate routes to affect our opinion on the potential environmental permits and regulations that may apply to each of the four routes. The desktop evaluation will include consideration of natural resources, cultural resources, and hazardous materials through the identification of potential waters of the U.S., known areas of contamination, environmentally sensitive areas (e.g., threatened and endangered species, parks, mitigation areas, government property), and known cultural resources in or abutting the alternate routes. Results of the desktop environmental review will be summarized in the Preliminary Design Report;

(i) Prepare up to four (4) preliminary OPCCs (three for alternate routes and one for the baseline route) for the proposed improvements. Estimate of land costs will utilize information furnished by the Owner;

(j) Furnish preliminary alignment(s) to the Owner and assist the Owner in identification of the number and location of land parcels affected by the proposed pipeline alignment(s);

(k) Submit one advance copy of the Draft PDR, cost opinion, and associated drawings to the Owner for review;

(l) Prepare and participate in one Draft PDR workshop, to be scheduled during one of the progress meetings. The objective of the workshop is to present and discuss the findings of the evaluation including information gained from the Environmental desktop study;

(m) Incorporate comments from the Owner and submit two (2) hard copies and one electronic copy (on CD in bookmarked, searchable PDF format) of a draft PDR, cost opinion and associated drawings, and submit two (2) hard copies and one electronic copy (on CD in bookmarked, searchable PDF format) of the final PDR to the Owner; and

(n) Participate in one Final PDR implementation workshop that discusses the project recommendations and implementation. Workshop to be scheduled during one of the progress meetings.

B. TASK II – PROJECT MANAGEMENT AND QUALITY ASSURANCE

ENGINEER shall manage professional services to complete the PROJECT. These services will include preparation of PROJECT controls including progress reports, action items log, decision log, design team meetings, technical review committee workshops, schedule and cash flow projections, and invoicing. ENGINEER shall provide professional services in this Task as follows:

(1) Prepare a PROJECT planning document to define PROJECT team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the PROJECT on schedule and within budget and establishing the contents of the PROJECT start-up meeting;

(2) Schedule and direct regular coordination meetings with the Engineer's design team to coordinate PROJECT task assignments, action items, and to prepare for meetings with the Owner. Engineer will maintain an Action Item Log and Decision Log to monitor PROJECT activity. Coordinate with subconsultants to confirm all PROJECT elements are compatible, integrated, and meet Owner performance requirements. Engineer's Project Manager shall be the primary client contact and lead communicator to Engineer's staff;

(3) Schedule and conduct up to a combined total of 2 progress meetings, quality review workshops, site meetings, and task-specific meetings with the Owner. In addition to reviewing progress at each meeting, review PROJECT deliverable status, current schedule, outstanding action items, PROJECT bottlenecks that could impact schedule, PROJECT budget status, decisions made, and PROJECT enhancements requested. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes to include action lists, decision lists, and PROJECT enhancement lists within seven (7) business days to submit to the Owner for review and approval. Final minutes will be issued within four (4) business days of receipt of review comments, or immediately after four (4) days if there are no comments received;

(4) Prepare monthly Project Summary Reports and submit with monthly invoice. The report shall contain the following elements:

(a) Summary of work completed to date;

(b) PROJECT budget summary;

(c) PROJECT schedule;

(d) Summary of actions and decisions needed from the Owner; and

(e) Upcoming PROJECT activities;

(5) Quality Assurance / Quality Control (QA/QC): provide QA/QC plan to the Owner and conduct QA/QC reviews of the deliverables.

C. TASK III – CONDITION ASSESSMENT

(1) Manhole Inspection:

(a) Locate and perform the inspection of 22 manholes on the existing 15-inch sewer pipeline in Avenue M and the 18- and 21-inch sewer pipeline in 14th Street, in accordance with National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP). Visual inspection will be performed at all manholes except where conditions do not allow. These conditions include pipes flowing more than half full, dangerous gas conditions, and offset manholes;

(b) Owner shall only provide assistance to Engineer in locating unmarked manholes;

(c) Analyze existing manhole inspection data to determine the need and prioritize line segments that may require further assessment;

(d) Analyze data and make recommendations for rehabilitation/replacement;

(e) Photos and video clips of the defects and observations will be provided in digital format on CD, as needed;

(f) Data shall be recorded on field forms consistent with NASSCO standards. The data will be provided to the Owner at the close of the PROJECT; and

(g) Participate in one combined workshop with the Owner to discuss the PROJECT findings.

(2) Pipeline Inspection:

(a) Obtain from the Owner existing plans, reports, studies, records, and system

inspection reports for the 15-, 18- and 21-inch interceptors, points of entry records, corrosion analysis data including defects list, and field condition data from the Owner, concerning interceptor segment;

(b) Review existing PROJECT flow data and previous general condition assessment reports, including defects list and field condition assessments for a maximum of 6,000 LF of the existing 15-, 18- and 21-inch interceptors located within Avenue M and 14th Street;

(c) Attend one (1) site visit to evaluate the condition of the existing interceptor and its manholes, points of entry locations, and any structures that are relevant to this PROJECT. Engineer will determine the extent of the inspection based on limitations of the robotic equipment or field conditions;

(d) Conduct a diagnostic evaluation utilizing certified NASSCO technicians and CCTV inspection of the existing interceptor. The actual inspection techniques utilized for each segment will be based on data obtained during the manhole/visual inspection task. This diagnostic evaluation will comprise of depth of flow in pipe, identification of pipeline corrosion and debris, and high-resolution video imaging of problem areas in the pipeline;

(e) The method utilized shall include a pan/tilt/zoom camera mounted on a transporter specifically designed for a 15-, 18- and 21-inch pipe. A fully trained and certified CCTV technician will enter all observations, defects and all information related to the condition or state of the pipe into specifically designed CCTV software per NASSCO standards. The software shall produce information in a format that can be printed or delivered in PDF format. The electronic data and the MPEG/AVI videos will be exported and placed on an external thumb drive for further evaluation;

(f) Light cleaning of the pipeline is anticipated for the majority of the pipeline, which consists of three (3) passes of an 80 gpm Vactor style Jet-Vac. Additional passes to facilitate the CCTV inspection may be required, which shall consist of additional passes. It is assumed that one-third of the pipeline will require additional passes;

(g) Coordinate a plan and schedule with the Owner in accessing the interceptor and manholes for inspection;

(h) Review the data collected during the pipeline assessment tasks to assess the overall condition of the interceptor. Engineer will participate in one combined workshop with the Owner to discuss findings;

(i) Submit two (2) hard copies and one (1) electronic copy (on CD in bookmarked, searchable PDF format) of a draft condition assessment report. After review and incorporating the Owner's comments, Engineer will provide same of the final

EXHBIT A, PART 2, ADDITIONAL SERVICES

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

(1) Topographic survey, sub-surface utility engineering (SUE), and legal description of plat preparation;

(2) Geotechnical investigation;

(3) Environmental evaluation and permitting;

(4) Detailed design;

(5) Construction advertisement;

(6) Perform additional site visits;

(7) Evaluate additional pipeline routes in addition to the amount specified;

(8) Perform additional video inspection and/or pipeline cleaning;

(9) Perform additional subsurface excavation in the event such excavation is required to locate existing facilities;

(10) Prepare legal descriptions and plats;

(11) Provide land acquisition services, including appraisals and attend condemnation hearings;

(12) Furnish construction plans and specifications in excess of those specified;

(13) Complete redrawing of construction plan sheets, if required as a result of changes made in the scope of the construction contract after route has been selected and approved by Owner;

(14) Perform temporary flow monitoring required to evaluate flows;

(15) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions;

(16) Provide additional half-size and full-size final plan sets and specifications for the PROJECT in excess of the number specified;

(17) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;

(18) Provide borings through rock strata;

(19) Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE);

(20) Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD;

(21) Presence/absence surveys for federally listed threatened/endangered species;

(22) Conducting cultural resources studies or surveys;

(23) Phase I/II Environmental Site Assessments;

(24) Preparation of a Storm Water Pollution Prevention Plan (SWPPP);

(25) Assist the City in procurement of state or federal funding; and

(26) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

(27) General and/or Resident Representation during construction.

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

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

A. Owner recognizes and expects that certain Change Orders, herein so called, may be required.

Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the responsibility of Engineer for the costs of Change Orders will not include:

- any costs that Owner would have incurred if the Change Order work had been included originally in the Contract Documents and its lack of inclusion was not due, in whole or in part, to any fault, error, or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are incurred due to the negligence of the construction contractor

Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

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

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

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

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

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

G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEEMENT.

H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

K. Provide the following services, unless provided specifically otherwise in this Agreement:

   a. Provide land acquisition services.
   b. Pay all permits fees and mitigation cost.
   c. Provide land title research and title policy.
   d. Provide advertisement for bids in local publications as required.

EXHIBIT B – BUDGET

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

CITY and ENGINEER have established a not-to-exceed budget of $144,813 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 360 calendar days from the Notice to Proceed.

EXHIBIT C, HOURLY RATE SCHEDULE COMPENSATION
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

LUBBOCK RATE SCHEDULE

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Eighty Two Thousand Nine Hundred Eighty Nine Dollars ($82,989).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Sixty One Thousand Eight Hundred Twenty Four Dollars ($61,824).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - S	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	1S2
Technical Professional - 1	12S
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	16S
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	6S

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.2S
Large Format (per sq. ft.)		
Bond	$0.2S	$0.7S
Glossy / Mylar	$0.7S	$1.2S
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates to be adjusted no more than 5% annually

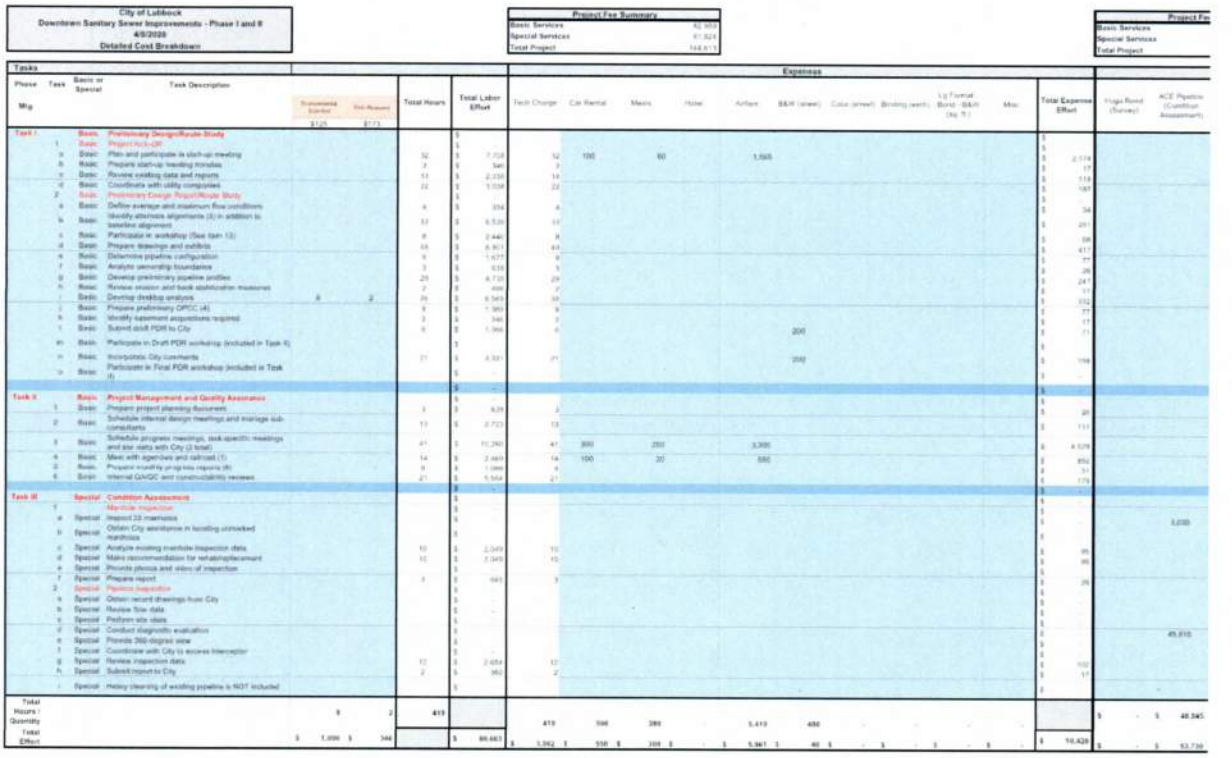
LUB19

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II
Scope - Engineering Design Services
4/8/2020
Fee Breakdown

Description	FNI Fee	Sub's Fee	Total
Preliminary Design/Route-Study	$ 82,989	$ -	$ 82,989
Existing Pipeline Condition Assessment	$ 8,095	$ 53,730	$ 61,824
Total	$ 91,084	$ 53,730	$ 144,813

City of Lubbock Downtown Sanitary Sewer Improvements - Phase I and II 4/6/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	1	42,000
	Special Services	1	97,629
	Total Project	1	144,311

Tasks				Labor																	
Phase	Task	Basic or Special	Task Description																		
Mfg																					
				$305	$253	$173	$120	$146	$309	$220	$96	$335	$305	$120	$234	$234	$149	$234	$200	$153
Task I		Basic	Preliminary Design/Route Study																		
	1	Basic	Project Kick-Off																		
	a	Basic	Plan and participate in start-up meeting	1	1	12	2														
	b	Basic	Prepare start-up meeting minutes			2															
	c	Basic	Review existing data and reports			6	6														
	d	Basic	Coordinate with utility companies			6	16														
	2	Basic	Preliminary Design Report/Route Study																		
	e	Basic	Define average joint maximum flow conditions		1	1									2						
	h	Basic	Identify alternate alignments (2) in addition to baseline alignment		1	12	4						3	2	12						
	i	Basic	Participate in workshop (See Item 13)										4								
	d	Basic	Prepare drawings and exhibits		1	12	4	32													
	e	Basic	Determine pipeline configuration		1	6															
	f	Basic	Analyze ownership boundaries		1	2															
	g	Basic	Develop preliminary pipeline profiles		1	6	16								6						
	h	Basic	Review erosion and bank stabilization measures		1	1															
	i	Basic	Develop desktop analysis		1	2	4												2	12	8
	j	Basic	Prepare preliminary OPCC (4)		1	2	8														
	k	Basic	Identify easement acquisitions required			2															
	l	Basic	Submit draft PDR to City			2								2	2						
	m	Basic	Participate in Draft PDR workshop (included in Task K)																		
	n	Basic	Incorporate City comments		1	2	8	8							4						
	o	Basic	Participate in Final PDR workshop (included in Task M)																		
Task II		Basic	Project Management and Quality Assurance																		
	1	Basic	Prepare project planning document		1	2															
	2	Basic	Schedule internal design meetings and manage sub-consultants		4	8					1										
	3	Basic	Schedule progress meetings, task specific meetings and site visits with City (3 total)	6	16	16					1										
	4	Basic	Meet with agencies and railroad (1)		2	8	8														
	5	Basic	Prepare monthly progress reports (6)			6															
	6	Basic	Internal QA/QC and constructability reviews	2	6	2			1	2		2				2	2				
Task III		Special	Condition Assessment																		
	1		Manhole Inspection																		
	a	Special	Inspect 33 manholes																		
	b	Special	Obtain City assistance in locating unmarked manholes																		
	c	Special	Analyze existing manhole inspection data		2	8															
	d	Special	Make recommendation for rehab/replacement		2	8															
	e	Special	Provide photos and video of inspection																		
	f	Special	Prepare report		1	2															
	3	Special	Pipeline Inspection																		
	a	Special	Obtain record drawings from City																		
	b	Special	Review flow data																		
	c	Special	Perform site visits																		
	d	Special	Conduct diagnostic evaluation																		
	e	Special	Provide 360-degree view																		
	f	Special	Coordinate with City to access interceptor																		
	g	Special	Review inspection data		4	8															
	h	Special	Submit report to City			2															
	-	Special	Heavy cleaning of existing pipeline is NOT included																		
Total Hours / Quantity				19	58	146	74	38	1	2	2	2	15	4	26	2	2	2	12	8	
Total Effort				$ 5,871	$ 17,636	$ 25,642	$ 9,289	$ 4,788	$ 373	$ 491	$ 197	$ 626	$ 3,950	$ 564	$ 6,084	$ 467	$ 345	$ 469	$ 2,400	$ 1,210	



City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II
4/8/2020
Detailed Cost Breakdown

Project Fee Summary
Basic Services
Special Services
Total Project

Project Fe
Basic Services
Special Services
Total Project

Tasks

Phase	Task	Basic or Special	Task Description			Total Hours	Total Labor Effort	Expenses										Total Expense Effort		
Mlg				Environmental Scientist $125	Civil Engineer $173			Tech Charge	Car Rental	Meals	Hotel	Airfare	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format (Bond - B&W) (sq. ft.)	Misc		Hoga Road (Survey)	ACE Pipeline (Condition Assessment)
Task I		Basic	Preliminary Design/Route Study				$ -											$ -		
	1	Basic	Project Kick-Off				$ -											$ -		
	a	Basic	Plan and participate in kick-up meeting			32	$ 7,728	32	100	60		1,565						$ 2,174		
	b	Basic	Prepare start-up meeting minutes			3	$ 540	3										$ 17		
	c	Basic	Review existing data and reports			14	$ 2,232	14										$ 113		
	d	Basic	Coordinate with utility companies			22	$ 3,538	22										$ 167		
	2	Basic	Preliminary Design Report/Route Study				$ -											$ -		
	a	Basic	Define average and maximum flow conditions			4	$ 956	4										$ 34		
	b	Basic	Identify alternate alignments (4) in addition to baseline alignment			33	$ 5,535	33										$ 251		
	c	Basic	Participate in workshop (See item 13)			8	$ 2,440	8										$ 58		
	d	Basic	Prepare drawings and exhibits			44	$ 6,901	44										$ 417		
	e	Basic	Determine pipeline configuration			6	$ 1,077	6										$ 77		
	f	Basic	Analyze ownership boundaries			3	$ 539	3										$ 28		
	g	Basic	Develop preliminary pipeline profiles			29	$ 4,715	29										$ 247		
	h	Basic	Review erosion and bank stabilization measures			2	$ 400	2										$ 17		
	i	Basic	Develop desktop analysis	4	2	39	$ 8,549	39										$ 372		
	j	Basic	Prepare preliminary OPCC (4)			9	$ 1,383	9										$ 77		
	k	Basic	Identify easement acquisitions required			2	$ 346	2										$ 17		
	l	Basic	Submit draft PDR to City			6	$ 1,368	6					200					$ 77		
	m	Basic	Participate in Draft PDR workshop (included in Task II)				$ -											$ -		
	n	Basic	Incorporate City comments			21	$ 4,551	21					200					$ 199		
	o	Basic	Participate in Final PDR workshop (included in Task II)				$ -											$ -		
							$ -											$ -		
Task II		Basic	Project Management and Quality Assurance				$ -											$ -		
	1	Basic	Prepare project planning documents			3	$ 639	3										$ 20		
	2	Basic	Schedule internal design meetings and manage sub-consultants			13	$ 2,723	13										$ 113		
	3	Basic	Schedule progress meetings, task-specific meetings and site visits with City (3 total)			41	$ 10,240	41	300	200		3,300						$ 4,329		
	a	Basic	Meet with agencies and railroad (1)			14	$ 3,465	14	100	20		550						$ 654		
	b	Basic	Prepare monthly progress reports (8)			8	$ 1,960	8										$ 77		
	4	Basic	Internal QA/QC and constructability reviews			21	$ 5,564	21										$ 175		
							$ -											$ -		
Task III		Special	Condition Assessment				$ -											$ -		
	1		Manhole Inspection				$ -											$ -		
	a	Special	Inspect 23 manholes				$ -											$ -		3,030
	b	Special	Obtain City assistance in locating unlocated manholes				$ -											$ -		
	c	Special	Acetate existing manhole inspection data			10	$ 2,040	10										$ 85		
	d	Special	Make recommendation for rehab/replacement			10	$ 2,040	10										$ 85		
	e	Special	Provide photos and video of inspection				$ -											$ -		
	f	Special	Prepare report			3	$ 663	3										$ 28		
	2	Special	Pipeline Inspection				$ -											$ -		
	a	Special	Obtain record drawings from City				$ -											$ -		
	b	Special	Review flow data				$ -											$ -		
	c	Special	Perform site visits				$ -											$ -		
	d	Special	Conduct diagnostic evaluation				$ -											$ -		45,615
	e	Special	Provide 360-degree view				$ -											$ -		
	f	Special	Coordinate with City to access interceptor				$ -											$ -		
	g	Special	Review inspection data			12	$ 2,484	12										$ 102		
	h	Special	Submit report to City			2	$ 362	2										$ 17		
							$ -											$ -		
	i	Special	Heavy cleaning of existing pipeline is NOT included				$ -											$ -		
Total Hours / Quantity					2	419		419	700	280	-	5,415	400	-	-	-	-		$ -	$ 48,345
Total Effort				$ 1,000	$ 344		$ 80,663	$ 1,352	$ 350	$ 308	$ -	$ 5,961	$ 40	$ -	$ -	$ -	$ -	$ 10,426	$ -	$ 53,730

City of Lubbock Downtown Sanitary Sewer Improvements - Phase I and II 4/8/2020 Detailed Cost Breakdown	Summary
	42,985
	51,524
	144,813

Tasks				Subconsultants										Total	
Phase Mtg	Task	Basic or Special	Task Description	Terra Testing (Driller/Lab)	Geotechnical (Field Logging)	Sub Name 5	Sub Name 6	Sub Name 7	Sub Name 8	Sub Name 9	Sub Name 10	Total Sub Effort		Total Effort	
Task I		Basic	Preliminary Design/Route Study									$	-	$	-
	1	Basic	Project Kick-Off									$	-	$	-
	a	Basic	Plan and participate in start-up meeting									$	-	$	1,982
	b	Basic	Prepare start-up meeting minutes									$	-	$	361
	c	Basic	Review existing data and reports									$	-	$	2,157
	d	Basic	Coordinate with utility companies									$	-	$	1,225
	2	Basic	Preliminary Design Report/Route Study									$	-	$	-
	a	Basic	Define average and maximum flow conditions									$	-	$	963
	b	Basic	Identify alternate alignments (5) in addition to baseline alignment									$	-	$	4,821
	c	Basic	Participate in workshop (See Item 13)									$	-	$	2,509
	d	Basic	Prepare drawings and exhibits									$	-	$	1,313
	e	Basic	Determine pipeline configuration									$	-	$	1,754
	f	Basic	Analyze ownership boundaries									$	-	$	963
	g	Basic	Develop preliminary pipeline profiles									$	-	$	4,382
	h	Basic	Review erosion and bank stabilization measures									$	-	$	482
	i	Basic	Develop desktop analysis									$	-	$	6,901
	j	Basic	Prepare preliminary OPCC (4)									$	-	$	1,466
	k	Basic	Identify easement acquisitions required									$	-	$	963
	l	Basic	Submit draft PDR to City									$	-	$	1,137
	m	Basic	Participate in Draft PDR workshop (included in Task 8)									$	-	$	-
	n	Basic	Incorporate City comments									$	-	$	3,930
	o	Basic	Participate in Final PDR workshop (included in Task 8)									$	-	$	-
												$	-	$	-
Task II		Basic	Project Management and Quality Assurance									$	-	$	-
	1	Basic	Prepare project planning document									$	-	$	963
	2	Basic	Schedule internal design meetings and manage sub-consultants									$	-	$	2,834
	3	Basic	Schedule progress meetings, task specific meetings, and site visits with City (2 total)									$	-	$	14,766
	4	Basic	Meet with agencies and railroad (1)									$	-	$	1,325
	5	Basic	Prepare monthly progress reports (8)									$	-	$	1,117
	6	Basic	Internal QA/QC and constructability reviews									$	-	$	5,743
												$	-	$	-
Task III		Special	Condition Assessment									$	-	$	-
	1		Manhole Inspection									$	-	$	-
	a	Special	Inspect 22 manholes									$	3,033	$	3,033
	b	Special	Obtain City assistance in locating unmarked manholes									$	-	$	-
	c	Special	Analyze existing manhole inspection data									$	-	$	2,134
	d	Special	Make recommendation for rehab/replacement									$	-	$	2,134
	e	Special	Provide photos and video of inspection									$	-	$	-
	f	Special	Prepare report									$	-	$	650
	2	Special	Pipeline Inspection									$	-	$	-
	a	Special	Obtain record drawings from City									$	-	$	-
	b	Special	Review flow data									$	-	$	-
	c	Special	Perform lidr visits									$	-	$	-
	d	Special	Conduct diagnostic evaluation									$	50,397	$	50,397
	e	Special	Provide 360-degree view									$	-	$	-
	f	Special	Coordinate with City to access interceptor									$	-	$	-
	g	Special	Review inspection data									$	-	$	2,740
	h	Special	Submit report to City									$	-	$	377
	i	Special	Heavy cleaning of existing pipeline is NOT included									$	-	$	-
Total Hours / Quantity				-	-	-	-	-	-	-	-				
Total Effort				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	93,739	$	144,813

Resolution No. 2021-R0005
Item No. 7.9
January 12, 2021

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract No. 15282 for Downtown Sanitary Sewer Improvements – Phase I and II engineering design services, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on January 12, 2021.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E. CFM, Division
Director of Engineering/City Engineer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.Amend 1 Contract No. 15282 – Freese and Nichols, Inc.
12.16.20

Amendment 1
To Agreement Between
The City of Lubbock, TX
And
Freese and Nichols, Inc.

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT, Contract No. 15282, dated and entered into the 12th day of May 2020 by and between the City of Lubbock ("City") and Freese and Nichols, Inc. ("Engineer"), a Texas Professional Corporation, for providing engineering services related to the design of Downtown sewer improvements, Phases I and II ("Project").

WITNESSETH:

WHEREAS, the City desires to increase the scope of the work to be performed by Engineer on the Project for additional engineering design services. The details of work to be performed and associated additional fees are described in Exhibits A, Parts 1-2 and B, Parts 1-2, attached to and incorporated herein. The additional services shall be provided for an amount not exceed six hundred eighty-five thousand one hundred twenty-seven dollars and 00/100 ($685,127.00). The term of the contract shall be extended an additional 540 days for the performance of the additional services.

WHEREAS, all other portions of the original Agreement shall remain in place and are not altered by this amendment.

NOW, THEREFORE, the City and Engineer agree to the terms of this FIRST AMENDMENT:

IN WITNESS HEREOF, the parties have executed this Agreement as of this 12th day of January 2021.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

Rebecca Garza, City Secretary

EXHIBIT A
AMENDMENT No.1
SCOPE OF SERVICES FOR:
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

General:

The City of Lubbock (The Owner) is experiencing a period of growth throughout the City and surrounding areas. To respond to this growth, infrastructure improvements are required to meet the increasing population and non-residential development. The development of this sanitary sewer line (The Project) is to upsize existing infrastructure in response to existing and upcoming re-development in downtown Lubbock. The Wastewater Master Plan and associated modeling identified the need to upsize the existing 15/18/21-inch sewer lines, located in Avenue M and 14th Street, to a 21- and 30-inch line to convey flows from downtown ultimately to the Southeast Water Reclamation Plant. A preliminary design report (PDR) was previously prepared to analyze alternate route options and pipe sizes for the increased flows. Per the PDR, the recommended route generally follows 9th Street (Green Alignment) then Main Street to Avenue A and recommends a pipe size of 24-inches. To address these new flows, the Project's primary objectives consist of the following:

A. Current tasks under the original contract are as follows:

   1. Project Management and Quality Assurance for the development of the Preliminary Design Report (PDR).

   2. Preliminary Design Report (PDR) and Route Study.

   3. Condition Assessment.

B. This amendment includes the following services:

   1. Topographical Survey – Topographical survey will be performed for approximately 8,600 LF along the selected route in the Preliminary Design Report (PDR), performed under the original contract. The selected route is Alternate Alignment No.1 (Green Alignment). The 8,600 LF of survey includes the entire length of the Proposed (Green) Alignment from its beginning in Mac Davis to its end as shown in Exhibit 1.

   2. SUE Level B will be performed for the selected route and up to 10 Level A potholes. Up to eight (8) legal descriptions will be prepared for new sewer easements (temporary, permanent, or staging).

   3. Heavy/Specialty Cleaning of Existing 15- and 18-Inch Sewer Mains – Obstructions within the existing 15- and 18-inch, identified in the Condition Assessment Report performed under the original contract, will be removed to eliminate surcharged conditions.

   4. Geotechnical Investigation - The proposed geotechnical scope of work for the project will consist of field exploration, laboratory testing, engineering analysis, and reporting. 17

exploratory borings, spaced no greater than 1,000 feet apart, will be performed with borings drilled to a minimum depth of 25 feet below existing grade.

5. Environmental Evaluation and Permitting – The proposed environmental evaluation consists of a pedestrian survey, coordination with the Texas Historical Commission, and the preparation of an environmental permitting memorandum. Permitting includes assisting the City in obtaining permits from various agencies.

6. Prepare of Contract Documents – The Project will be designed for the new interceptor (8,600 LF) and will be structured based on the Competitive Sealed Proposal (CSP) method of Contractor selection. Included in the Contract Documents for the new interceptor will include the design of a Diversion Structure, which will be capable of transferring the required flows to the new interceptor and to the existing sewer lines.

7. Heavy cleaning (removal of approximately 1,000 LF of failing liner) of the existing 15- and 18-inch sewer mains identified in the PDR to remain in service (CIP Projects 1 & 2 as identified in Exhibit 1).

8. Construction Advertisement – The project will be advertised and awarded. A pre-proposal meeting and subsequent bid opening will be held at City offices.

C. The Project does not include the following services:

1. Disposal fees for waste material collected by the Contractor during the Heavy/Specialty Cleaning of the existing pipelines. It is understood that the Owner will provide, free of charge, a location for the Engineer's sub-consultant to dispose of waste material.

2. It is assumed that the geotechnical borings will not encounter a rock stratum. Therefore, the testing for such material is not included in the scope.

3. General Representation and Resident Project Representation (PDR) are not included in the scope but can be provided as an additional amendment to this contract.

4. Temporary flow monitoring will not be provided. Design flows will be based on the Owner's current Wastewater Master Plan.

5. Land acquisition services are not included in the scope but can be added as an additional amendment to the contract.

6. The preparation of a Pre-Construction Notification, individual Section 404 permit application to the USACE, performing a survey for federally listed threatened or endangered species, providing a cultural resource survey, or preparation of a Phase I/II environmental site assessment, is not included in the scope.

7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).

Basic Services (Tasks I and II) and Special Services (Tasks III) – under current contract

Basic Services (Tasks IV, V, VIII and IX) and Special Services (Tasks VI, VII, X and XI)

A. TASK IV – PROJECT MANAGEMENT AND QUALITY ASSURANCE (DESIGN)

ENGINEER shall manage professional services to complete the PROJECT. These services will include preparation of PROJECT controls including progress reports, action items log, decision log, design team meetings, technical review committee workshops, schedule projections, and invoicing. ENGINEER shall provide professional services in this Task as follows:

(1) Prepare a PROJECT planning document to define PROJECT team, lines of communications, deliverables, schedule, and budgeting for internal use in executing the PROJECT on schedule and within budget and establishing the contents of the PROJECT start-up meeting;

(2) Schedule and direct regular coordination meetings with the Engineer's design team to coordinate PROJECT task assignments, action items, and to prepare for meetings with the Owner. Engineer will maintain an Action Item Log and Decision Log to monitor PROJECT activity. Coordinate with subconsultants to confirm all PROJECT elements are compatible, integrated, and meet Owner performance requirements. Engineer's Projēct Manager shall be the primary client contact and lead communicator to Engineer's staff;

(3) Schedule and conduct up to a combined total of 10 progress meetings, quality review workshops, site meetings, and task-specific meetings with the Owner. Five (5) meetings provided for in this Agreement shall occur at the offices of the OWNER, or other location determined by the OWNER, and five (5) meetings shall be video conference. In addition to reviewing progress at each meeting, review PROJECT deliverable status, current schedule, outstanding action items, PROJECT bottlenecks that could impact schedule, PROJECT budget status, decisions made, and PROJECT enhancements requested. Prepare agenda and meeting materials, direct and document meetings to review progress, and facilitate the exchange of ideas and information. Prepare draft meeting minutes to include action lists, decision lists, and PROJECT enhancement lists within seven (7) business days to submit to the Owner for review and approval. Final minutes will be issued within four (4) business days of receipt of review comments, or immediately after four (4) days if there are no comments received;

(4) Furnish the Owner, when requested, the engineering data necessary for applications for routine permits, submittals, and approvals required by local, state, and federal authorities, and assist the Owner in consultations with appropriate authorities. Coordinate and meet up to 3 times with applicable regulatory agencies, which may include but are not limited to the Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Texas Department of Licensing and Regulation (TDLR), and the railroad;

(5) Prepare up to twelve (9) monthly Project Summary Reports and submit with monthly

invoice. The report shall contain the following elements:

(a) Summary of work completed to date;

(b) PROJECT budget summary;

(c) PROJECT schedule;

(d) Summary of actions and decisions needed from the Owner; and

(e) Upcoming PROJECT activities;

(6) Quality Assurance / Quality Control (QA/QC): provide QA/QC plan to the Owner and conduct QA/QC reviews of the deliverables.

B. TASK V – TOPOGRAPHIC SURVEY, SUB-SURFACE UTILITY ENGINEERING (SUE), AND LEGAL DESCRIPTION AND PLAT PREPARATION

(1) Prepare up to five (5) permit-to-survey letters and obtain permission from the owner of each affected property to perform necessary surveys. If property owners do not respond to the initial letter, Engineer shall attempt to contact landowners by other means and send a follow-up request letter via certified U.S. Mail, return receipt requested. Engineer shall furnish the return receipt to the Owner as evidence of its compliance with this paragraph, if requested;

(2) Provide surveying services to obtain all field information needed for design of the PROJECT, based on approximately 8,600 linear feet (LF) of new pipeline extending from the Performing Arts Building located on Avenue M to the rail yard located on the east side of I-27;

(3) Establish three (3) horizontal and vertical control points per mile for the PROJECT. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88. Provide survey notes on design drawings and electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be documented and retraceable;

(4) Prepare planimetric detail based on the survey showing existing visible elements within street right-of-way including, but not limited to, the following:

(a) Existing pavement, curbs, sidewalks, barrier free ramps, and similar objects;

(b) Driveways;

(c) Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control;

(d) Culverts and bridges;

(e) Railroads;

(f) Guardrails;

(g) Top and bottom of slope for railroad or highway crossing;

(h) Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;

(i) Traffic signal poles, cabinets, and other signal equipment;

(j) Signs, excluding temporary signs;

(k) Trees over 4" (caliper at 3' above ground) and other landscape features (dense cluster or rows of trees to be indicated by outline rather than individual trees);

(l) Building footprints, including cleanouts;

(m) Retaining walls;

(n) Fence limits and material types;

(o) Flowlines of creeks, if applicable;

(p) Flowlines of manholes, inlets, culverts, and other utility structures, including all lateral connections (flowline, direction of flow, pipe size, and location);

(q) Property corners;

(r) Field sketches of manholes; and

(s) Other applicable physical features that could impact design;

(5) Stake bore holes (up to 17) and vertically and horizontally locate the bore holes no more than two weeks after drilling is completed;

(6) Based on the survey, generate one-foot contours along the alignment corridor;

(7) Prepare composite base map of all features located in the field through the survey;

(8) Provide detail notes at each manhole invert including lateral connections. Information collected shall include the XYZ coordinates on existing rim, flowlines, direction of flow, and natural ground elevation at each manhole;

(9) Perform subsurface utility engineering (SUE) quality level B (8,600 LF for the proposed pipeline segment in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the existing right-of-way. This level of work includes acquiring as-built documentation from utility companies and contact with their representatives. The limits of investigation will be within City right-of-way, but shall include off-site markings to identify utilities that cross the proposed alignment;

(10) Perform up to 12 Level A SUE test holes to confirm the horizontal and vertical location of existing utilities (e.g. gas lines, water lines, and communication lines) that cross the alignment of the proposed interceptor main. To the extent possible, the test holes will be performed as close as possible to anticipated crossing locations. The test hole work will be coordinated with the applicable utility company and any necessary permissions or permits will be acquired. The location and results of the test holes will be surveyed and incorporated into the PROJECT'S base CAD file and the relevant information will be reflected in the plan sheets and specifications. Submit a separate summary report signed and sealed by a licensed professional engineer of the findings. The report should include site photos, ground elevation, and depth to top of utility elevation, horizontal location coordinates, and type of material of existing utility;

(11) Identify existing property boundaries, right-of-way lines and easements that are shown on existing recorded plats and those depicted on the City's GIS map. PROJECT pertinent property and right-of-way lines will be established from monuments found on the ground. The existing electrical and gas utility easements will be shown on the survey. The survey will locate and tie existing right-of-way, property lines, and easements including type, size, volume, and page, where applicable. Show Lot, Block, Abstract Number, and dimensions with adjacent Street Names. City and county boundaries will be shown where applicable;

(12) Provide ownership research and obtain copies of deeds, easements, subdivision plats, and right-of-way maps as required (where easement acquisition is necessary) to establish the existing interests in property necessary to the construction of the PROJECT;

(13) Establish the location of existing right-of-way lines and block lines throughout the project corridor;

(14) Prepare legal descriptions and exhibits for up to 3 permanent easements and 5 temporary construction easements, two of which will be for construction staging, and establish on the ground the location of the improvements on 50-foot intervals, at all property lines, and at all points of curvature and tangency. The legal descriptions and exhibits shall be prepared in accordance with the Owner's standard for land title surveys and preparation of legal descriptions and plats. If additional easements are required for the PROJECT, additional compensation may be requested as an ADDITIONAL SERVICE;

(15) Prepare each parcel plat map with no less than two X/Y coordinates defined on the Texas State Plane Coordinate System, North Central Zone NAD-83 Coordinates;

(16) Assist the Owner during the land rights acquisition phase by reestablishing on the ground the location of existing and new easements and improvements (within and in close proximity to the easements not the entire length of the project) on 50-foot intervals and at all points of curvature and tangency for the purpose of coordination with property owners. Easements shall be re-staked for the foregoing purpose, if requested by the Owner; and

(17) Participate in up to 2 coordination meetings with the Owner, landowners, TxDOT or railroad as directed by the Owner during the easement acquisition process. Meetings with landowners shall coincide with progress meetings per Task IV, paragraph 3.

C. TASK VI – GEOTECHNICAL INVESTIGATION

(1) Field Exploration:

(a) Engineer shall select and mark 17 boring locations along the proposed route. Engineer shall notify Texas 811, appropriate City department(s) to request location and marking of existing underground utilities prior to the field exploration. Portions of the proposed alignment may include brick pavers. The core borings will be located within the streets but will not be drilled through the areas paved with brick;

(b) Engineer shall subcontract with a geotechnical drilling contractor to drill a total of 17 borings to a depth of 25 to 50 feet (total drilled length approximately 575 linear feet). The deeper borings will be drilled in locations where trenchless excavation methods will be required such as IH-27 and the railroad. Samples will be collected intermittently using continuous flight augers and either split spoon or tube samplers. Rock and rock-like materials will be sampled using an NX core barrel and/or tested in-situ using a TxDOT Cone Penetration Test, as appropriate for the material;

(c) The budget is being estimated based upon the following approach:

- Borings will be drilled through the roadway pavement areas;
- Drilling through the pavement will include coring the pavement, drilling the boring, backfilling with auger cuttings, and patching the pavement surface with similar material;
- Traffic control will be provided and may require temporarily closing a lane of traffic. A traffic control plan will be sent to the City for approval prior to the field work;

(d) Provide an Engineer or Geologist experienced in logging borings to direct the drilling and logging the borings. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS);

(2) Laboratory Testing:

(a) Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor;

(b) Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:

- Classification tests (liquid and plastic limits and percent passing the No. 200 sieve);
- Moisture content;
- Grain Size Analysis through the 200-mesh sieve;
- Unconfined compression tests, if appropriate;

(3) Engineering Analysis:

(a) Prepare a technical memorandum summary report of the geotechnical investigation to include:

- Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used;
- Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design;
- Design considerations for excavation techniques, structures associated with the pipeline, and bores (trenchless excavation) that may be required such as IH-27 and the railroad crossings;
- Lateral earth pressures will be provided when appropriate; and
- Earthwork related recommendations for trench backfill for use during development of the plans and specifications.

D. TASK VII – ENVIRONMENTAL EVALUATION AND PERMITTING

(1) Conduct Pedestrian Survey – After a route is selected for detailed design, the project Engineer's environmental scientist will conduct a site visit along the selected route to document existing environmental conditions and assess potential environmental impacts. The presence and locations of waterbodies, including wetlands, potential federally listed threatened and endangered species habitat, and vegetation cover types will be identified within the proposed project areas;

(2) Coordinate with Texas Historical Commission – Projects sponsored by a political subdivision of the State (including a city) that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require consultation with the Texas Historical Commission (THC) according to Section 191.0525 (d) of the Antiquities Code of Texas. If at least one of these thresholds are met, Engineer will draft a consultation letter to the THC for City's review and comment. Engineer will incorporate City's comments and submit the consultation letter to the THC. Any follow-up studies requested by the THC are not included in this scope of services but can be provided upon written authorization as an Additional Service; and

(3) Prepare Environmental Permitting Memorandum – Information gathered during the desktop review, pedestrian survey, consultation with the THC, and coordination with the Project Engineers will be used to prepare an environmental technical memorandum. The memorandum will document the Engineer's opinion on what, if any, environmental permits/authorizations are required.

(4) Contact local, state and federal agencies to determine applicable rules and regulations and permitting requirements that apply to the PROJECT and prepare engineering data necessary and submit applications for routine permits required by the agencies. Anticipated permits could include:

(a) Street Cut/Crossing Permits: Contract drawings will reflect the design criteria outlined in the rules, codes, regulations, and ordinances identified in the review. The construction Contractor will obtain the permit at the time of construction;

(b) Storm Water Pollution Prevention Plan and Permits (SWPPP): Construction Contractor will prepare the SWPPP. Engineer shall prepare the contract specification with the minimum requirements;

(c) Texas Department of Transportation (TxDOT): Prepare TxDOT permits for any crossings and encroachments and gather all information necessary to secure required permits from TxDOT. Engineer shall meet with TxDOT to discuss review comments; and

(d) Railroad and Utility Crossing Permits: Prepare and secure permits from railroad and/or other utilities for pipeline crossings and encroachments. Engineer shall meet with railroad and/or utility to discuss review comments.

E. TASK VIII – DETAILED DESIGN

(1) Prepare Contract Documents for the PROJECT. The Contract Documents shall be based on the preparation of plans and specifications for approximately 8,600 LF of 24-inch pipeline, including a diversion structure at the connection between the new pipeline and the existing 15- and 18-inch pipeline, and 1500 LF of rehabilitation of existing 18-inch pipeline. The new pipe sizing will be based on the projected flows from the Owner's Wastewater Master Plan. The limits of the project begin at the Performing Arts Building on Avenue M and ends at the rail yard located on the east side I-27. Pipeline design will be based on the selected and approved alignment in the PDR;

(2) Pipeline drawings will include plan and profiles at one-inch equals 40 feet scale horizontally and one-inch equals eight feet vertically on 11- x 17-inch paper;

(3) Incorporate standard details provided by the Owner and prepare special details as necessary;

(4) Incorporate standard technical specifications provided by the Owner and prepare special technical specifications as necessary;

(5) Specifications and plans shall incorporate all relevant Owner guidelines in force as of the date of this Agreement, including the Competitive Sealed Proposal (CSP) method of Contractor selection. Engineer shall advise the Owner, in writing, of any areas where the PROJECT Contract Documents, including plans and specifications, deviate from Owner guidelines;

(6) Prepare general notes for Contractor's preparation of a SWPPP;

(7) Prepare structural design drawings for the diversion structure (if necessary);

(8) Provide recommendation for the material of the proposed interceptor and manhole structures to meet the Owner's guidelines;

(9) The Engineer shall prepare one set of Contract Documents. Prepare the drawings to be included in the construction plans, including, but not limited to, the following:

(a) Cover sheet;

(b) Index, location and vicinity maps sheet;

(c) Abbreviations, symbols and legend sheet;

(d) General notes;

(e) Project layout, including temporary and permanent access areas, laydown, and

staging areas for the PROJECT;

(f) Survey control;

(g) Demolition plan/profile;

(h) Plan sheet reference;

(i) Pipeline plan/profile sheets, including lateral sheets;

(j) Rehabilitation design of existing 18-inch pipeline at I-27 and railroad;

(k) Recommended construction sequence plan and notes;

(l) Recommended bypass pumping/piping plan criteria, requirements, and details;

(m) Tie-ins and connection detail sheets;

(n) Details, including manholes, embedment, fences, pipeline markers, vents, tunnel/bore, driveway/paving, manhole ring/cover, clay cut-off wall, etc.;

(o) Structural design sections, notes and detail sheets for the Diversion Structure, if necessary;

(p) Erosion control plan, notes and details;

(q) Requirements and criteria for the development of a Traffic Control Plan (TCP) for the construction of the PROJECT. The Contractor shall be responsibility of preparing the TCP;

(r) Geotechnical bore log(s);

(10) Prepare survey northing and easting coordinates in electronic format (Texas State Plane, NAD 83) of all the Owner's proposed structures, include the surface coordinate adjustment factor, and detailed datum information used for uploading into the Owner's GIS;

(11) Review information provided in the geotechnical report for design of the PROJECT. Prepare a technical memorandum that summarizes the trench and embedment design for installation of flexible pipe, including design calculations. Design parameters shall include, but are not limited to, the following:

(a) Maximum allowable deflection;

(b) Pipe stiffness;

(c) Native soil strength (E'n);

(d) Embedment strength (E'b); and

(e) Depth of cover;

(12) Prepare an opinion of probable construction cost (OPCC) for review by Owner. The OPCC will be updated for the 60 percent, 90 percent, 100 percent not-for-construction (NFC) quality control (QC), and Final review meetings;

(13) Prepare and submit plans and specifications for the 60 percent, 90 percent, 100 percent (NFC), and Final design reviews, at the level of completion sufficient to the level of design at the time of the submittal. Each such submittal will include the various discipline plans, technical specifications, and details as appropriate to the level of design at the time of the submittal;

(14) Submit plans and specifications and other documents to the Owner for delivery to applicable regulatory agencies, including three sealed sets of plans and specifications at least 30 days prior to advertisement for bid;

(15) Provide AutoCAD or other electronic files in a format suitable for the Owner's use;

(16) Address all comments from the Owner and other regulatory agencies and prepare 100 percent signed/sealed plans and specifications for bidding purposes;

(17) Engineer shall manage the quality of the PROJECT deliverables throughout the development of the PROJECT. Specific activities that Engineer may employ with approval of the Owner to manage the quality of the PROJECT include the following:

(a) Peer review planning concepts by members of Engineer's senior staff; and

(b) Constructability review;

(18) Participate in a final alignment walk-through during the detailed design phase at a time specified by the Owner; and

(19) Submit plans to TCEQ for compliance with Chapter 217 of the Design Criteria of Domestic Wastewater Systems, Subchapter C: Conventional Collection Systems.

F. TASK IX – CONSTRUCTION ADVERTISEMENT PHASE

The construction advertisement phase of this Project shall include the advertisement of one set of Contract Documents.

(1) Provide a Notice for Proposals to the Owner for publication. Coordinate proposal date to avoid conflicts with similar projects at or near the same time. Send advertisement for potential proposals. Provide documents to local plan rooms to assist in advertisement of the PROJECT;

(2) Respond to questions related to the distribution of documents, construction contract provisions, and proposal requirements and technical questions regarding the PROJECT;

(3) Prepare, print, and distribute addenda addressing additions, deletions, modifications, or interpretations of the Contract Documents;

(4) Conduct one (1) pre-proposal conference for the PROJECT and prepare minutes and responses. Responses to the pre-proposal conference will be in the form of addenda issued after the conference. Provide aerial maps and enough information to illustrate existing project conditions. Conduct a tour of the PROJECT site after the conference;

(5) Assist the Owner in receiving and recording proposals at the formal date of receiving proposals. Evaluate the information contained in the proposal documents for conformance with requirements of the construction Contract Documents. Prepare evaluation and scoring for each proposal and tabulate results. Compare costs with estimated costs and available budget;

(6) Evaluate the qualifications information provided by the contractors as a part of the proposal package. Determine if the selected proposal satisfies the necessary experience and qualification standards associated with the PROJECT. Recommend award of the Contract consistent with the requirements of the Contract Documents;

(7) Assist the Owner in preparing Contract Documents for execution by the successful proposal;

(8) Prepare a Notice of Award for the Owner to issue to the Contractor upon award of the Contract by the Owner with instructions of execution of the Contract Documents;

(9) Assist the Owner in reviewing executed Contract Documents and bonds for conformance with the requirements of Contract Documents;

(10) Assist the Owner in reviewing certificates of insurance for compliance with Contract Documents; and

(11) Forward Contract Documents to the Owner with a recommendation of execution and distribution of documents. Those documents will include up to four (4) half-size conformed construction plans, four (4) sets of executed construction specifications, and four (4) sets of conformed construction specifications.

G. TASK X – HEAVY/SPECIALTY CLEANING OF EXISTING 15- AND 18-INCH SEWER

The ENGINEER will procure the services of a pipe cleaning contractor to remove obstructions from the existing 15- and 18-inch sewer mains located in Avenue M and 14th Street. Removal of obstructions shall be at the following locations (refer to Figure 2 – Location of Defects):

- 29.8' downstream of MH 8
- At MH 12
- 318.6' upstream of MH 14
- MH 18 to MH 19 (remove delaminating liner attached to the pipeline surface loose sections of liner from the pipe's invert)
- 78.6' upstream of MH 20 (including any debris between MH 19 and MH20)

(1) The work to be completed at the above locations shall be performed as follows:

(a) Pre-Cleaning Inspection – Color CCTV conforming to NASSCO Pipeline Assessment Certification Program (PACP), with data exported electronically in a PACP certified format;

(b) Sewer Pipe Cleaning – the identified obstructions shall be removed in its entirety using any method available, but with the OWNER'S approval, including light sewer cleaning, heavy cleaning, deposit cut, etc., as defined by NASSCO's PACP guidelines for sewer cleaning;

(c) Post-Cleaning Inspection – Final CCTV of the sewer segment shall be provided to evaluate the condition of the sewer segment after all cleaning has been performed. The CCTV shall show the entire circumference of the sewer. Any flow control to remove standing water and debris shall be required, such as with the use of flushing equipment to temporarily retain flow or to remove standing water. Bypass pumping shall not be required for the post-cleaning inspection; and

(d) Coordination with railroad, including permission to survey, perform CCTV operations, and complying with any additional insurance requirements.

EXHBIT A, PART 2, ADDITIONAL SERVICES

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
AMENDMENT No.1
ENGINEERING DESIGN SERVICES

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

(1) Perform additional site visits;

(2) Evaluate additional pipeline routes;

(3) Perform additional video inspection and/or pipeline cleaning;

(4) Perform additional subsurface excavation in the event such excavation is required to locate existing facilities;

(5) Prepare legal descriptions and plats in excess of those specified;

(6) Provide land acquisition services, including appraisals and attend condemnation hearings;

(7) Furnish construction plans and specifications in excess of those specified;

(8) Complete redrawing of construction plan sheets, if required as a result of changes made in the scope of the construction contract after route has been selected and approved by Owner;

(9) Perform temporary flow monitoring required to evaluate flows;

(10) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions;

(11) Provide additional half-size final plan sets and specifications for the PROJECT in excess of the number specified;

(12) Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;

(13) Provide borings through rock strata;

(14) Preparation of a Pre-Construction Notification or an Individual Section 404 permit application for submittal to the U.S. Army Corps of Engineers (USACE);

(15) Preparation of a Jurisdictional Determination (JD) Report or a request for a USACE JD;

(16) Presence/absence surveys for federally listed threatened/endangered species;

(17) Conducting cultural resources studies or archeological surveys;

(18) Phase I/II Environmental Site Assessments;

(19) Preparation of a Storm Water Pollution Prevention Plan (SWPPP);

(20) Assist the City in procurement of state or federal funding; and

(21) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

(22) Provide CCTV services for 6400 LF of existing 6- to 21-inch sewer mains located within railroad yard;

(23) Preparation of report, including exhibits, on location of existing manholes, identification of active and abandoned segments of sewer mains, determining flow direction and connectivity, and recommendation on modifying the sewer system to enhance the City's maintenance operations within the railroad property between the end of the proposed alignment as shown in Figure 1 and 19th Street.

Figure 1
Proposed Routes

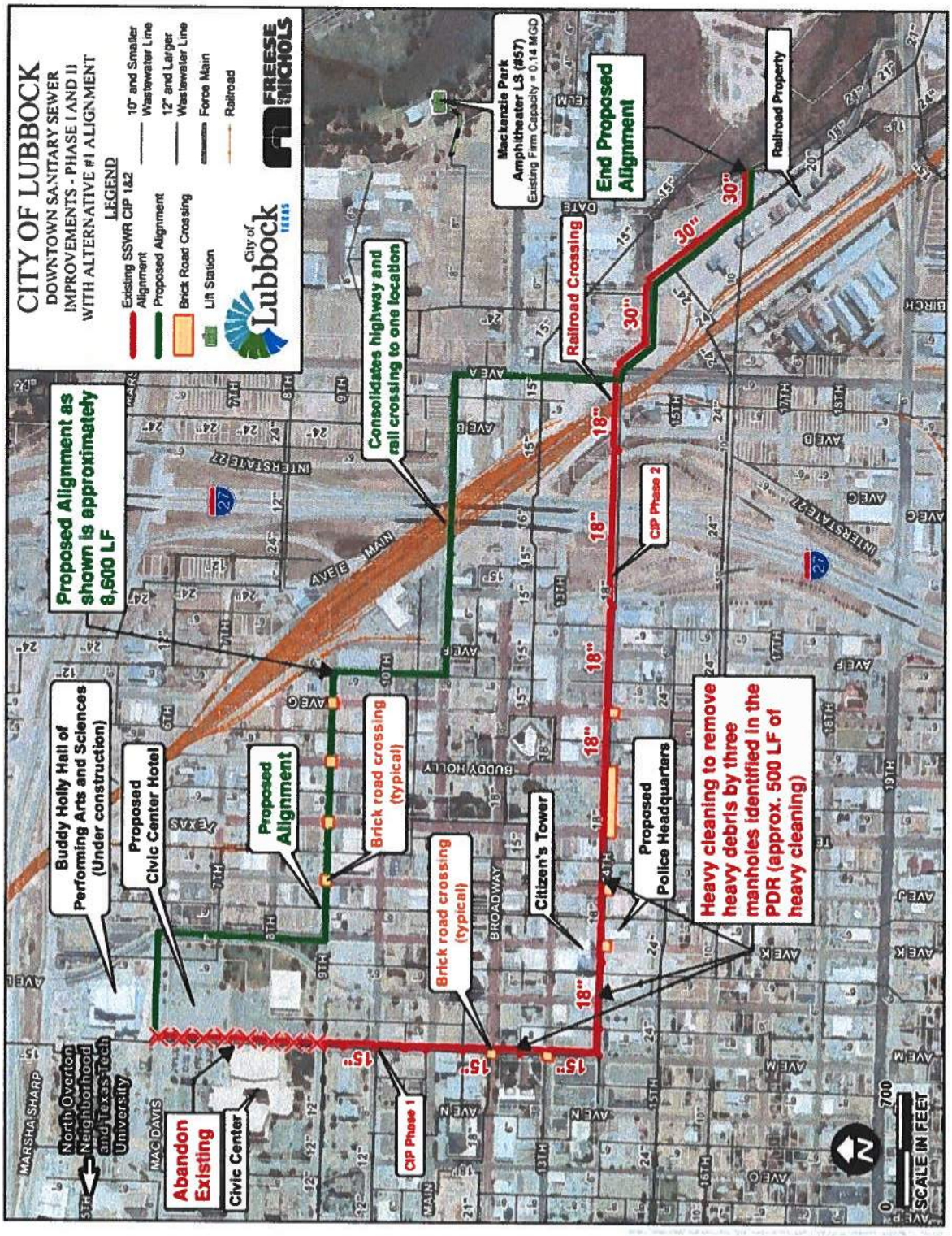


Figure 2
Location of Defects

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
AMENDMENT No.1
ENGINEERING DESIGN SERVICES

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

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

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

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

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

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

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEEMENT.

G. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

H. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

I. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.

J. Provide the following services, unless provided specifically otherwise in this Agreement:

    a. Provide land acquisition services.

b. Pay all permit fees and mitigation costs.

c. Provide land title research and title policy.

d. Provide advertisement for bids in local publications as required.

EXHIBIT B, PART 1 – BUDGET

DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
ENGINEERING DESIGN SERVICES

CITY and ENGINEER have established a not-to-exceed budget of $685,127 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT B, Part 2. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

The budget assumes that all work will be completed within 540 calendar days from the Notice to Proceed.

EXHIBIT B, PART 2 HOURLY RATE SCHEDULE COMPENSATION
DOWNTOWN SANITARY SEWER IMPROVEMENTS - PHASE I AND II
AMENDMENT No.1
ENGINEERING DESIGN SERVICES

LUBBOCK RATE SCHEDULE

COMPENSATION

Compensation to FNI Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Six Hundred Eighty-Five Thousand One Hundred Twenty-Seven Dollars ($685,127).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Rate
Principal / Group Manager	305
Technical Professional - 6	293
Technical Professional - 5	234
Technical Professional - 4	200
Technical Professional - 3	173
Technical Professional - 2	152
Technical Professional - 1	125
CAD Technician/Designer - 3	168
CAD Technician/Designer - 2	126
CAD Technician/Designer - 1	100
Senior CAD Technician/Designer	207
Construction Manager - 4	165
Construction Manager - 3	135
Construction Manager - 2	128
Construction Manager - 1	100
Corporate Project Support - 3	140
Corporate Project Support - 2	126
Corporate Project Support - 1	96
Intern/ Coop	65

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates to be adjusted no more than 5% annually

LUB19

City of Lubbock Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.1 12/8/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	521,211
	Special Services	$	163,915
	Total Project	$	685,127

Tasks				Labor																
Phase	Task	Basic or Special	Task Description	Principal-in-Charge	Project Manager	Assistant Project Manager	Designer	CAD Tech	Senior Advisor (QA Reviewer)	QC Reviewer	Admin	Constructability Review	Contract Document Specialist	QC Reviewer (Hydraulic Modeling)	GIS (Hydraulic Modeling)	Hydraulic Modeling	Hydraulic Modeling	Task Leader (Geotechnical)	Geotechnical Engineer	Admin (Geotechnical)	CAD Tech (Geotechnical)
Mtg																					
Task IV		Basic	Project Management and Quality Assurance																		
Task V		Basic	Topographical Survey and Legal Descriptions and Plat Preparation																		
	1	Basic	Prepare permit-to-survey letters (up to 5)			1					1										
	2	Basic	Provide surveying services (8,600 LF)																		
	3	Basic	Establish hor/vert control																		
	4	Basic	Prepare planimetrics																		
	5	Basic	Stake geotechnical bore holes (17)																		
	6	Basic	Generate 1-foot contours																		
	7	Basic	Prepare composite base map																		
	8	Basic	Provide detail notes for each manhole																		
	9	Basic	SUE Level B (8,600 LF)		1	2	4	10													
	10	Basic	SUE Level A (10 locations)		1	2	4	4													
	11	Basic	Identify property boundaries, right-of-ways and easements																		
	12	Basic	Provide ownership research																		
	13	Basic	Establish location of existing easements and property lines																		
	14	Basic	Prepare legal descriptions (3 PUE and 5 TCE)		1	8	4														
	15	Basic	Provide two coordinate for each parcel																		
	16	Basic	Assit City during land rights acquisition	2	3	6		4													
	17	Basic	Participate in meetings with City/landowners (2)		8	8															
Task VI		Special	Geotechnical Investigation																		
	1	Special	Field exploration		1	2												4	20	8	
	2	Special	Laboratory testing															6	3	8	
	3	Special	Engineering analysis and technical memorandum		1	2												34	24	8	2
Task VII		Special	Environmental Evaluation and Permitting																		
	1	Special	Conduct pedestrian survey																		
	2	Special	Coordinate with Texas Historical Commission																		
	3	Special	Prepare environmental permitting memorandum		1	2															
	4	Special	Coordinate with and obtain permits from agencies (TxDOT, railroad, TCEQ, other City departments) and attend meetings (2)		2	8	12														
Task VIII		Basic	Detailed Design																		
	1-10	Basic	Design Meetings and Monthly Reports	56	79	58	70		2	10		6									
		Basic	- Cover sheet				1	1													
		Basic	- Index, location and vicinity maps sheet				2	4													
		Basic	- Abbreviations, symbols and legend sheet				1	2													
		Basic	- General notes sheet (2)		2	4	8	2													
		Basic	- Project layout sheet (2)		2		2	12													
		Basic	- Survey control sheet (2)				2	12													
		Basic	- Plan sheet reference (2)				4	12													
		Basic	- Pipeline plan/profile sheets (21)		24	40	120	240													
		Basic	- Ex 18" sewer rehab plan/profile and details (4)																		
		Basic	- Recommended construction sequence (2)		2		8	12													
		Basic	- Recommend bypass pumping plan (2)		2		20	32								1					
		Basic	- Tie-in and connection details (2)		2		8	32													
		Basic	- Detail sheets (10)		2	4	24	40													
		Basic	- Structural design sections, notes and details (5)		2		8	8						2		16					
		Basic	- Erosion control plan, notes and details (5)		1		4	8													
		Basic	- TCP notes				2														
		Basic	- Geotechnical bore logs (10)				1	4													
		Basic	Prepare specifications		16	12	112														
	11	Basic	Prepare trench design technical memorandum		2		24														
	12	Basic	Prepare OPCC (60%, 90% and Final)		2	2	12														
	13	Basic	Submit plans/specs to City (60%, 90% and Final)				4														
	14	Basic	Provide plans for regulatory agencies				2														
	15-17	Basic	Address City and agency comments		16		20	40													
	18	Basic	Participate in final alignment walk-through	8	8	8	8														
	19	Basic	Submit plans to TCEQ		2		4														
	20	Basic	Franchise Utility Coordination		4	8	40														
Task IX		Basic	Construction Advertisement Phase																		
	1	Basic	Provide Notice to Bidders to City			2															
	2	Basic	Respond to bidder's questions		4																

City of Lubbock Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.1 12/8/2020 Detailed Cost Breakdown	Project Fee Summary		
	Basic Services	$	521,211
	Special Services	$	163,915
	Total Project	$	685,127

Tasks				Labor																	
Phase Mtg	Task	Basic or Special	Task Description	Principal-in-Charge	Project Manager	Assistant Project Manager	Designer	CAD Tech	Senior Advisor (QA Reviewer)	QC Reviewer	Admin	Constructability Review	Contract Document Specialist	QC Reviewer (Hydraulic Modeling)	GIS (Hydraulic Modeling)	Hydraulic Modeling	Hydraulic Modeling	Task Leader (Geotechnical)	Geotechnical Engineer	Admin (Geotechnical)	CAD Tech (Geotechnical)
	3	Basic	Prepare addenda		2	8															
	4	Basic	Attend pre-proposal conference	2	16	16															
	5	Basic	Attend proposal opening			4															
	6	Basic	Evaluate contractor qualifications	2	8	16	28														
	7	Basic	Modify construction documents		2	12		32					32								
	8	Basic	Prepare Notice of Award		2	2															
	9	Basic	Review executed documents		2	8															
	10	Basic	Review certificates of insurance			2															
	11	Basic	Submit contract documents for execution (4 half-size conformed plans, 4 executed specifications and 4 conformed specifications)			4															
Task X		Special	Heavy/Specialty Cleaning Ex Sewer (Rehab Original)																		
	1	Special	Pre-cleaning inspection CCTV																		
	2	Special	Sewer pipe cleaning																		
	3	Special	Post-cleaning inspection CCTV																		
	4	Special	Coordinate w/railroad																		
	5	Special	FNI Design		15	30		40													
Total Hours / Quantity				70	238	297	563	551	2	10	1	6	32	2	-	17	-	44	47	24	2
Total Effort				$ 21,350	$ 69,734	$ 51,381	$ 85,576	$ 69,426	$ 468	$ 2,000	$ 96	$ 1,830	$ 4,032	$ 468	$ -	$ 3,400	$ -	$ 12,892	$ 7,144	$ 3,024	$ 252

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.1
12/8/2020
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	521,211
Special Services	163,915
Total Project	685,127

Tasks

Phase Mtg	Task	Basic or Special	Task Description	QA/QC Reviewer (Geotechnical)	QC Reviewer (Structural)	Structual Task Leader	Structural Engineer	CAD Designer (Structural)	CAD Tech (Structural)	QC Reviewer (Environmental)	Environmental Scientist	GIS (Environmental)	Environmental Scientist	THC Reviewer	Total Hours	Total Labor Effort	Tech Charge	Car Rental	Meals	Hotel	Airfare
Task IV		Basic	Project Management and Quality Assurance												0	$ -	0				
															0	$ -	0				
Task V		Basic	Topographical Survey and Legal Descriptions and Plat Preparation												0	$ -	0				
	1	Basic	Prepare permit-to-survey letters (up to 5)												2	$ 269	2				
	2	Basic	Provide surveying services (8,600 LF)												0	$ -	0				
	3	Basic	Establish hor/vert control												0	$ -	0				
	4	Basic	Prepare planimetrics												0	$ -	0				
	5	Basic	Stake geotechnical bore holes (17)												0	$ -	0				
	6	Basic	Generate 1-foot contours												0	$ -	0				
	7	Basic	Prepare composite base map												0	$ -	0				
	8	Basic	Provide detail notes for each manhole												0	$ -	0				
	9	Basic	SUE Level B (8,600 LF)												17	$ 2,507	17				
	10	Basic	SUE Level A (10 locations)												11	$ 1,751	11				
	11	Basic	Identify property boundaries, right-of-ways and easements												0	$ -	0				
	12	Basic	Provide ownership research												0	$ -	0				
	13	Basic	Establish location of existing easements and property lines												0	$ -	0				
	14	Basic	Prepare legal descriptions (3 PUE and 5 TCE)												13	$ 2,285	13				
	15	Basic	Provide two coordinate for each parcel												0	$ -	0				
	16	Basic	Assit City during land rights acquisition												15	$ 3,031	15				
	17	Basic	Participate in meetings with City/landowners (2)												16	$ 3,728	16				
															0	$ -	0				
Task VI		Special	Geotechnical Investigation												0	$ -	0				
	1	Special	Field exploration												35	$ 5,859	35	200	100	200	550
	2	Special	Laboratory testing												17	$ 3,222	17				
	3	Special	Engineering analysis and technical memorandum	3											74	$ 16,388	74				
															0	$ -	0				
Task VII		Special	Environmental Evaluation and Permitting												0	$ -	0				
	1	Special	Conduct pedestrian survey												0	$ -	0	100	40		550
	2	Special	Coordinate with Texas Historical Commission												0	$ -	0				
	3	Special	Prepare environmental permitting memorandum							1	22	15	14	7	62	$ 10,514	62				
	4	Special	Coordinate with and obtain permits from agencies (TxDOT, railroad, TCEQ, other City departments) and attend meetings (2)												22	$ 3,794	22				
															0	$ -	0				
Task VIII		Basic	Detailed Design												0	$ -	0				
	1-10	Basic	Design Meetings and Monthly Reports		4			4							289	$ 66,671	289	1,010	640		9,997
		Basic	- Cover sheet												2	$ 278	2				
		Basic	- Index, location and vicinity maps sheet												6	$ 808	6				
		Basic	- Abbreviations, symbols and legend sheet												3	$ 404	3				
		Basic	- General notes sheet (2)												16	$ 2,746	16				
		Basic	- Project layout sheet (2)												16	$ 2,402	16				
		Basic	- Survey control sheet (2)												14	$ 1,816	14				
		Basic	- Plan sheet reference (2)												16	$ 2,120	16				
		Basic	- Pipeline plan/profile sheets (21)												424	$ 62,432	424				
		Basic	- Ex 18" sewer rehab plan/profile and details (4)												0	$ -	0				
		Basic	- Recommended construction sequence (2)												22	$ 3,314	22				
		Basic	- Recommend bypass pumping plan (2)												55	$ 7,858	55				
		Basic	- Tie-in and connection details (2)												42	$ 5,834	42				
		Basic	- Detail sheets (10)												70	$ 9,966	70				
		Basic	- Structural design sections, notes and details (5)		6	24	60	6	58						190	$ 28,406	190				
		Basic	- Erosion control plan, notes and details (5)												13	$ 1,909	13				
		Basic	- TCP notes												2	$ 304	2				
		Basic	- Geotechnical bore logs (10)												5	$ 656	5				
		Basic	Prepare specifications		2	4	8								154	$ 26,204	154				
	11	Basic	Prepare trench design technical memorandum												26	$ 4,234	26				
	12	Basic	Prepare OPCC (60%, 90% and Final)												16	$ 2,756	16				
	13	Basic	Submit plans/specs to City (60%, 90% and Final)												4	$ 608	4				
	14	Basic	Provide plans for regulatory agencies												2	$ 304	2				
	15-17	Basic	Address City and agency comments												76	$ 12,768	76				
	18	Basic	Participate in final alignment walk-through												32	$ 7,384	32	100	80		1,650
	19	Basic	Submit plans to TCEQ												6	$ 1,194	6				
	20	Basic	Franchise Utility Coordination												52	$ 8,636	52				
															0	$ -	0				
Task IX		Basic	Construction Advertisement Phase												0	$ -	0				
	1	Basic	Provide Notice to Bidders to City												2	$ 346	2				
	2	Basic	Respond to bidder's questions												20	$ 3,940	20				

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.1
12/8/2020
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	521,211
Special Services	163,915
Total Project	685,127

Tasks

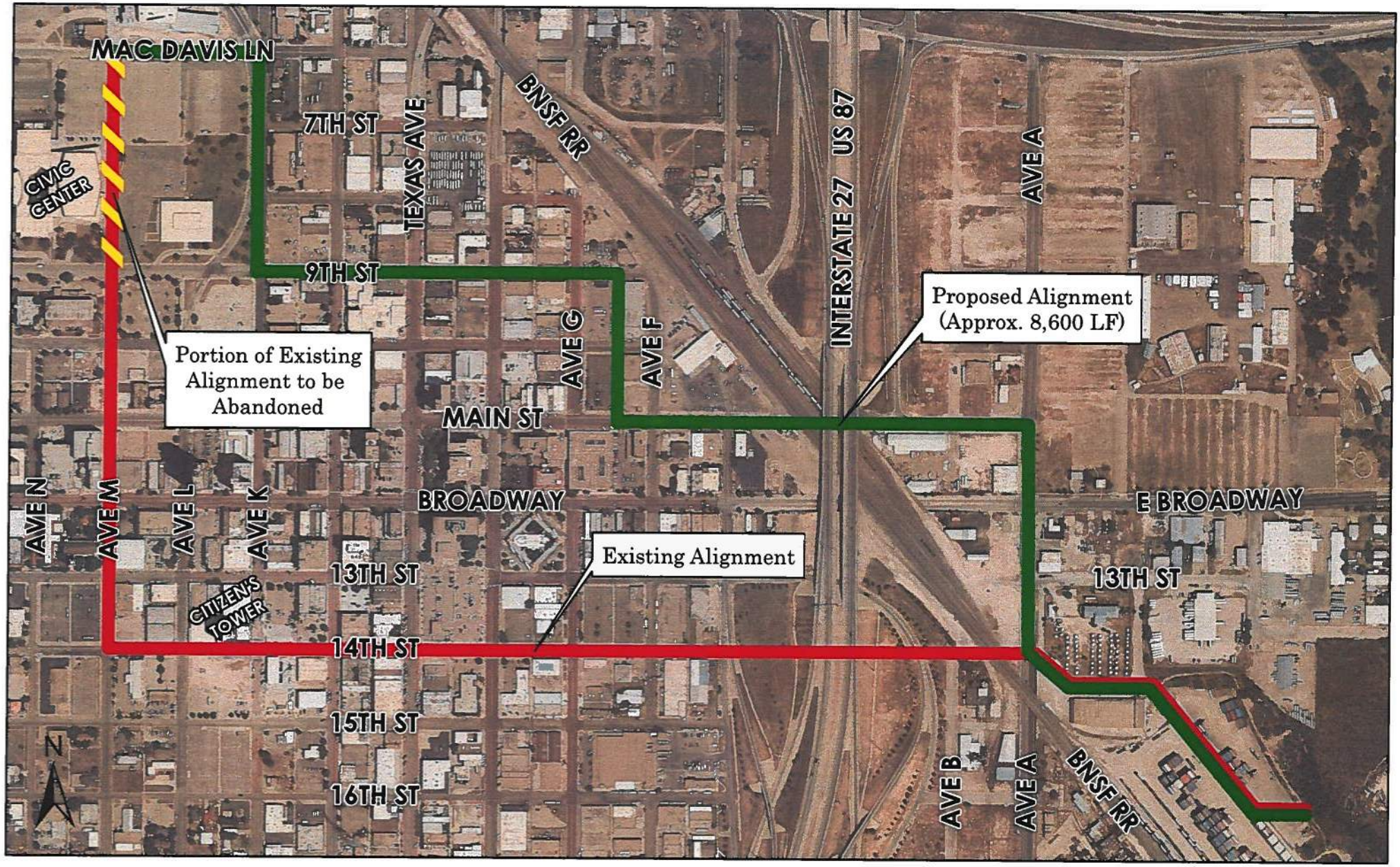
Phase Mtg	Task	Basic or Special	Task Description	QA/QC Reviewer (Geotechnical)	QC Reviewer (Structural)	Structual Task Leader	Structural Engineer	CAD Designer (Structural)	CAD Tech (Structural)	QC Reviewer (Environmental)	Environmental Scientist	GIS (Environmental)	Environmental Scientist	THC Reviewer	Total Hours	Total Labor Effort	Tech Charge	Car Rental	Meals	Hotel	Airfare
	3	Basic	Prepare addenda												10	$ 1,970	10				
	4	Basic	Attend pre-proposal conference												34	$ 8,066	34	100	60		1,650
	5	Basic	Attend proposal opening												4	$ 692	4	100	20		550
	6	Basic	Evaluate contractor qualifications												54	$ 9,978	54				
	7	Basic	Modify construction documents												78	$ 10,726	78				
	8	Basic	Prepare Notice of Award												4	$ 932	4				
	9	Basic	Review executed documents												10	$ 1,970	10				
	10	Basic	Review certificates of insurance												2	$ 346	2				
	11	Basic	Submit contract documents for execution (4 half-size conformed plans, 4 executed specifications and 4 conformed specifications)												4	$ 692	4				
															0	$ -	0				
Task X		Special	Heavy/Specialty Cleaning Ex Sewer (Rehab Original)												0	$ -	0				
	1	Special	Pre-cleaning inspection CCTV												0	$ -	0				
	2	Special	Sewer pipe cleaning												0	$ -	0				
	3	Special	Post-cleaning inspection CCTV												0	$ -	0				
	4	Special	Coordinate w/railroad												0	$ -	0				
	5	Special	FNI Design												85	$ 14,625	85				
															0	$ -	0				
Total Hours / Quantity				3	12	28	68	10	58	1	22	15	14	7	2,144		2,144	1,610	920	200	14,947
Total Effort				$ 879	$ 2,400	$ 5,600	$ 10,336	$ 1,680	$ 5,800	$ 234	$ 4,400	$ 2,280	$ 1,750	$ 1,211		$ 369,843	$ 18,224	$ 1,771	$ 1,012	$ 220	$ 16,442

City of Lubbock
Downtown Sanitary Sewer Improvements - Phase I and II - Amendment No.1
12/8/2020
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	521,211
Special Services	163,915
Total Project	685,127

Tasks				Expenses						Subconsultants					Total
Phase Mtg	Task	Basic or Special	Task Description	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Misc	Total Expense Effort	Hugo Reed (Survey)	ACE Pipeline (Heavy / Specialty Cleaning)	Terra Testing (Driller/Lab)	Geoscience (Field Logging)	Total Sub Effort	Total Effort
Task IV		**Basic**	**Project Management and Quality Assurance**						$ -					$ -	$ -
									$ -					$ -	$ -
Task V		**Basic**	**Topographical Survey and Legal Descriptions and Plat Preparation**						$ -					$ -	$ -
	1	Basic	Prepare permit-to-survey letters (up to 5)						$ 17					$ -	$ 286
	2	Basic	Provide surveying services (8,600 LF)						$ -	76,000				$ 83,600	$ 83,600
	3	Basic	Establish hor/vert control						$ -					$ -	$ -
	4	Basic	Prepare planimetrics						$ -					$ -	$ -
	5	Basic	Stake geotechnical bore holes (17)						$ -					$ -	$ -
	6	Basic	Generate 1-foot contours						$ -					$ -	$ -
	7	Basic	Prepare composite base map						$ -					$ -	$ -
	8	Basic	Provide detail notes for each manhole						$ -					$ -	$ -
	9	Basic	SUE Level B (8,600 LF)						$ 145	50,000				$ 55,000	$ 57,652
	10	Basic	SUE Level A (10 locations)						$ 94	15,000				$ 16,500	$ 18,345
	11	Basic	Identify property boundaries, right-of-ways and easements						$ -					$ -	$ -
	12	Basic	Provide ownership research						$ -					$ -	$ -
	13	Basic	Establish location of existing easements and property lines						$ -					$ -	$ -
	14	Basic	Prepare legal descriptions (3 PUE and 5 TCE)						$ 111	15,000				$ 16,500	$ 18,896
	15	Basic	Provide bro coordinate for each parcel						$ -					$ -	$ -
	16	Basic	Assit City during land rights acquisition						$ 128					$ -	$ 3,159
	17	Basic	Participate in meetings with City/landowners (2)						$ 136					$ -	$ 3,864
									$ -					$ -	$ -
Task VI		**Special**	**Geotechnical Investigation**						$ -					$ -	$ -
	1	Special	Field exploration					5738	$ 7,764			41,500	8,200	$ 54,670	$ 68,293
	2	Special	Laboratory testing						$ 145					$ -	$ 3,367
	3	Special	Engineering analysis and technical memorandum						$ 629			5,100		$ 5,610	$ 22,627
									$ -					$ -	$ -
Task VII		**Special**	**Environmental Evaluation and Permitting**						$ -					$ -	$ -
	1	Special	Conduct pedestrian survey						$ 759					$ -	$ 759
	2	Special	Coordinate with Texas Historical Commission						$ -					$ -	$ -
	3	Special	Prepare environmental permitting memorandum						$ 527					$ -	$ 11,041
	4	Special	Coordinate with and obtain permits from agencies (TxDOT, railroad, TCEQ, other City departments) and attend meetings (2)						$ 187					$ -	$ 3,981
									$ -					$ -	$ -
Task VIII		**Basic**	**Detailed Design**						$ -					$ -	$ -
	1-10	Basic	Design Meetings and Monthly Raports						$ 15,268					$ -	$ 81,939
		Basic	- Cover sheet						$ 17					$ -	$ 295
		Basic	- Index, location and vicinity maps sheet						$ 51					$ -	$ 859
		Basic	- Abbreviations, symbols and legend sheet						$ 26					$ -	$ 430
		Basic	- General notes sheet (2)						$ 136					$ -	$ 2,882
		Basic	- Project layout sheet (2)						$ 136					$ -	$ 2,536
		Basic	- Survey control sheet (2)						$ 119					$ -	$ 1,935
		Basic	- Plan sheet reference (2)						$ 136					$ -	$ 2,256
		Basic	- Pipeline plan/profile sheets (21)						$ 3,604					$ -	$ 66,036
		Basic	- Ex 18" sewer rehab plan/profile and details (4)						$ -					$ -	$ -
		Basic	- Recommended construction sequence (2)						$ 187					$ -	$ 3,501
		Basic	- Recommend bypass pumping plan (2)						$ 468					$ -	$ 8,326
		Basic	- Tie-in and connection details (2)						$ 357					$ -	$ 6,191
		Basic	- Detail sheets (10)						$ 595					$ -	$ 10,561
		Basic	- Structural design sections, notes and details (5)						$ 1,615					$ -	$ 30,021
		Basic	- Erosion control plan, notes and details (5)						$ 111					$ -	$ 2,020
		Basic	- TCP notes						$ 17					$ -	$ 321
		Basic	- Geotechnical bore logs (10)						$ 43					$ -	$ 699
		Basic	Prepare specifications						$ 1,309					$ -	$ 27,513
	11	Basic	Prepare trench design technical memorandum						$ 221					$ -	$ 4,455
	12	Basic	Prepare OPCC (60%, 90% and Final)						$ 136					$ -	$ 2,892
	13	Basic	Submit plans/specs to City (60%, 90% and Final)	8800		12			$ 917					$ -	$ 1,525
	14	Basic	Provide plans for regulatory agencies						$ 17					$ -	$ 321
	15-17	Basic	Address City and agency comments						$ 646					$ -	$ 13,414
	18	Basic	Participate in final alignment walk-through						$ 2,263					$ -	$ 9,647
	19	Basic	Submit plans to TCEQ						$ 51					$ -	$ 1,245
	20	Basic	*Franchise Utility Coordination*						$ 442					$ -	$ 9,078
									$ -					$ -	$ -
Task IX		**Basic**	**Construction Advertisement Phase**						$ -					$ -	$ -
	1	Basic	Provide Notice to Bidders to City						$ 17					$ -	$ 363
	2	Basic	Respond to bidder's questions						$ 179					$ -	$ 4,110

Downtown Sanitary Sewer Improvements Phase I & II
Existing and Proposed Alignments



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product 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.

0 250 500 1,000 1,500 2,000
Feet

City of Lubbock TEXAS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-700638

Date Filed:
12/21/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freese & Nichols, Inc.
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Lubbock

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Amendment 1 to Contract 15282
Dowtown Sewer Improvements, Phase 1 and 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Reedy, Mike	Houston, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Wolfhope, John	Austin, TX United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Cole, Scott	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is LaToya Goodwin, and my date of birth is September 20, 1978.

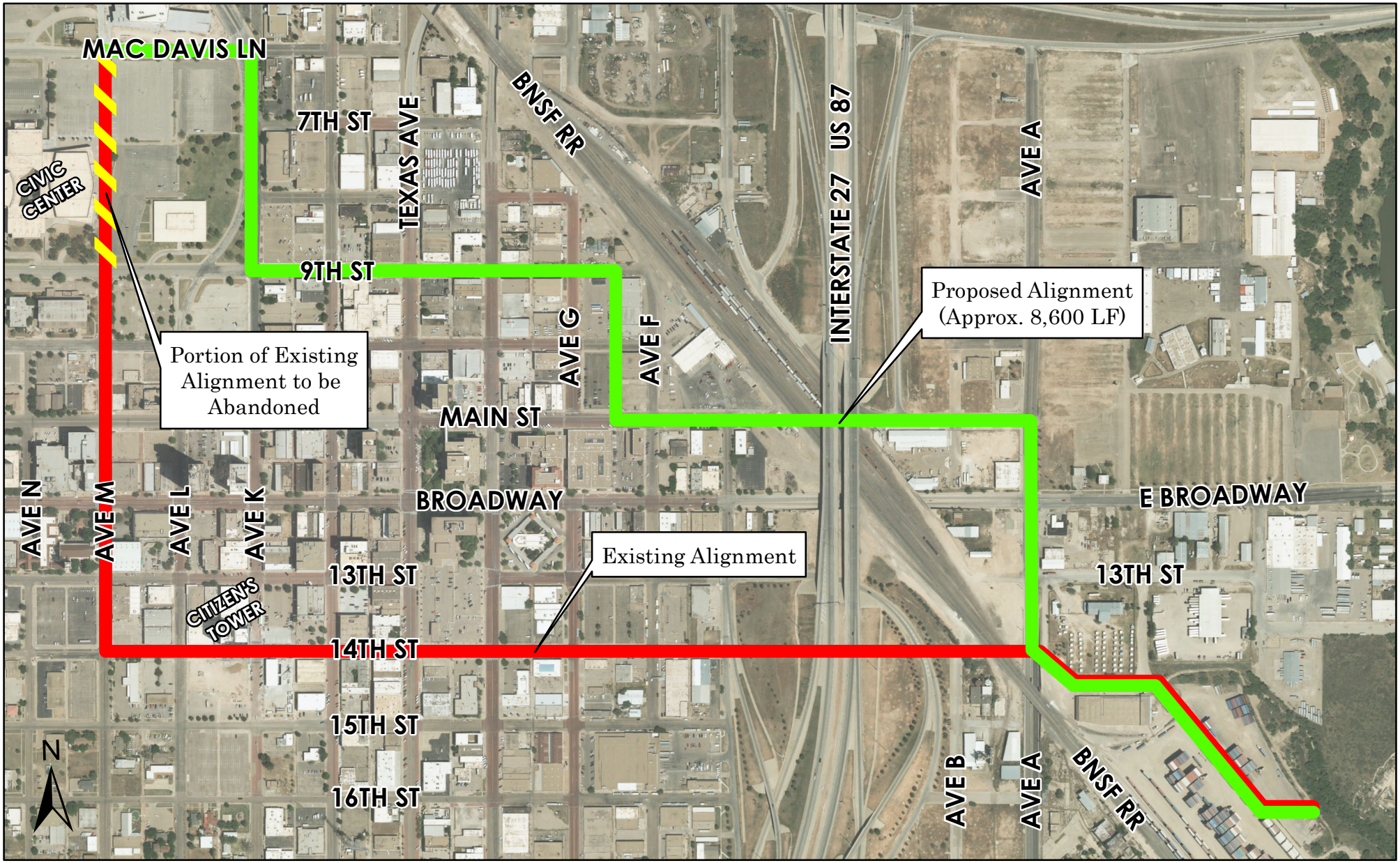
My address is 10497 Town & Country Way, Suite 600 (street), Houston (city), TX (state), 77024 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 21st day of December (month), 20 20 (year).

LaToya Goodwin
Signature of authorized agent of contracting business entity
(Declarant)

Downtown Sanitary Sewer Improvements Phase I & II
Existing and Proposed Alignments



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0 250 500 1,000 1,500 2,000

Feet

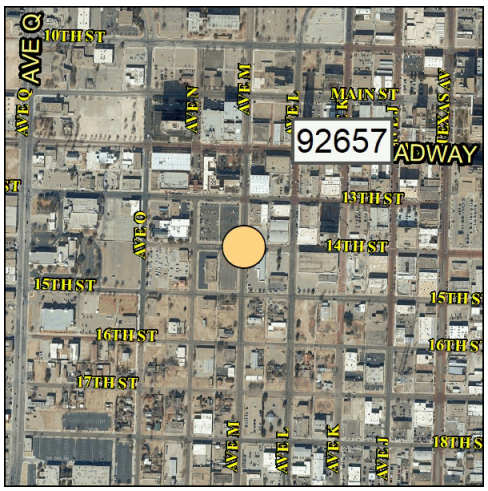
City of Lubbock TEXAS

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Phase 1 - This project will build a new sewer main that will capture flow from high density developments with higher flows of wastewater in the downtown area.

Phase 2 - This project will rehabilitate the existing 15 and 18 inch sewer main line along 9th Street and Avenue M to Compress Avenue in Downtown Lubbock.

Project Justification

Phase 1- Near term growth and construction in the northern portion of Downtown Lubbock drives the need for additional sewer capacity within the downtown area. The construction of the City's Performing Arts Center, expanded Civic/Convention Center, convention center hotel, Police Headquarters, etc. could overload the existing infrastructure which leads to potential overflows. Model results indicate the existing line is over capacity during peak flow scenarios.

Phase 2 - This project is the continuation of the Downtown Phase 1 project to ultimately convey flows to the Southeast Water Reclamation Plant (SEWRP). The rehabilitated line will convey the flows for the new development in the northern portion of Downtown Lubbock as well as Texas Tech University and the North Overton neighborhood. This line will provide excess capacity for additional future growth and redevelopment.

Project History

$150,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Construction	0	0	6,750,000	1,500,000	0	0	0	8,250,000
Design and Engineering	150,000	750,000	0	0	0	0	0	900,000
Total Project Appropriation	150,000	750,000	6,750,000	1,500,000	0	0	0	9,150,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2020 Water/Wastewater Cash	150,000	0	0	0	0	0	0	150,000
FY 2021 Water/Wastewater Cash	0	750,000	0	0	0	0	0	750,000
FY 2022 Water/Wastewater Revenue CO's	0	0	6,750,000	0	0	0	0	6,750,000
FY 2023 Water/Wastewater Revenue CO's	0	0	0	1,500,000	0	0	0	1,500,000
Total Funding Sources	150,000	750,000	6,750,000	1,500,000	0	0	0	9,150,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

City of Lubbock
Capital Project
Project Cost Detail
May 25, 2021

Capital Project Number:	92657
Capital Project Name:	Downtown Sewer Line Replacement
Capital Project Number:	92701
Capital Project Name:	Major Sewer Line Condition Assessment and Repair

	Budget		
	92657	**92701**	**Total**
Encumbered/Expended			
Staff time	6,245	-	6,245
Design Contract 15282 with Freese and Nichols, Inc.	144,813	-	144,813
Amendment 1 to Contract 15282	685,127	-	685,127
Agenda Items May 25, 2021			
Amendment 2 to Contract 15282	0	949,704	949,704
Encumbered/Expended to Date	$ 836,185	$ 949,704	$ 1,785,889
Estimated Costs for Remaining Appropriation			
Sanitary Sewer System Improvements	63,815	50,296	114,111
Remaining Appropriation	63,815	50,296	114,111
Total Appropriation To Date	$ 900,000	$ 1,000,000	$ 1,900,000

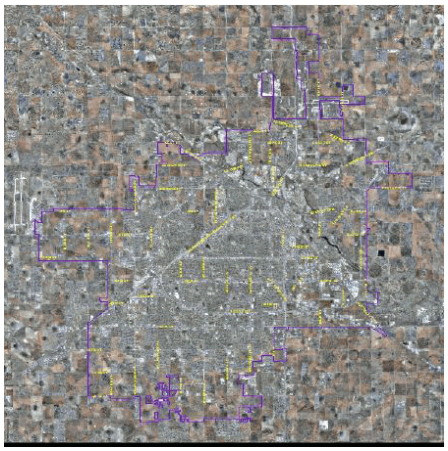
Project Name **Major Sewer Line Condition Assessment and Repair** *Project Number* **92701**

Managing Department **Public Works Engineering**

Project Manager **Josh Kristinek**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

This project will identify new repairs or replacements needed for the existing sewer lines carrying downtown sewer flows to the South East Water Reclamation Plant through the Canyon Lakes area.

Project Justification

As recommended by the 2019 Wastewater Master Plan.

Project History

$1,000,000 was appropriated in the FY 2020-21 Budget, Ord. No. 2020-O0123, October 1, 2020.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Design and Engineering	0	1,000,000	0	0	0	0	0	1,000,000
Total Project Appropriation	0	1,000,000	0	0	0	0	0	1,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2021 Water/Wastewater Cash	0	1,000,000	0	0	0	0	0	1,000,000
Total Funding Sources	0	1,000,000	0	0	0	0	0	1,000,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Regular City Council Meeting **6. 13.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 15841, with West Texas Paving, Inc., for construction services associated with the Wausau Avenue Paving Project, from the Marsha Sharp Freeway to 82nd Street.

Item Summary

The purpose of this project is to pave Wausau Avenue from Marsha Sharp Freeway (MSF) to 82nd Street.

In response to RFP-20-15841-JM, two complete proposals were received and opened on April 21, 2021, with the following bid amounts.

Contractor	Amount
West Texas Paving, Inc., Wolfforth, Texas	$625,322
Lone Start Dirt and Paving, Lubbock, Texas	$848,122

The proposals were evaluated using the following criteria: 60 Points for Price, 30 Points for Contractor Qualifications, 5 Points for Safety Record Questionnaire, and 5 Points for Construction Time. A 4-member committee evaluated the proposals and the following ranking was obtained:

Contractor	Points
West Texas Paving, Inc., Wolfforth, Texas	386.4
Lone Star Dirt and Paving, Lubbock, Texas	316.0

Staff recommends award of the RFP to the highest ranking contractor, West Texas Paving, Inc. of Wolfforth, Texas, in the amount of $625,322. Time for substantial completion is 120 calendar days with liquidated damages of $500 per additional day. The contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

$550,000 is appropriated in Capital Improvement Project 92651, to pave Wausau Avenue from MSF to 82nd Street, with $312,661 available for this purpose.

$400,595 is funded through an Economic Development Agreement with Westwind Realty, L.P., with $312,661 available for this purpose.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
Construction Contract
Location Exhibit
CIP Spreadsheet
CIP Detail
Project Summary Report

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, Public Works Contract No. 15841 for Wausau Avenue paving from Marsha Sharp to 82nd as per RFP 21-15841-JM, by and between the City of Lubbock and West Texas Paving, Inc., 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15841 – Wausau Avenue Paving from Marsha Sharp to 82nd
May 11, 2021

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: April 21, 2021

PROJECT NUMBER: **RFP 21-15841-JM Wausau Avenue Paving from Marsha Sharp to 82nd**

Proposal of West Texas Paving, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **Wausau Avenue Paving from Marsha Sharp to 82nd** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
General					
1	MOBILIZATION	1	LS	$57,500.00	$57,500.00
2	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$10,000.00	$10,000.00
ROADWAY					
3	PREPARING OF RIGHT-OF-WAY	22.5	STA	$2,000.00	$45,000.00
4	ASPHALT REMOVAL	360	SY	$6.00	$2,160.00
5	24" COL TYPE A CURB AND GUTTER	3782	LF	$16.00	$60,512.00
6	2" HMAC COL TYPE C WITH 8" FLEXBASE AND 12" COMPACTED SUBGRADE	12510	SY	$30.00	$375,300.00
7	6" CONCRETE VALLEY GUTTER AND FILLET	304	SY	$75.00	$22,800.00
8	6" CONCRETE ALLEY RETURNS AND DRIVEWAYS	374	SY	$75.00	$28,050.00
9	ADA RAMPS	8	EA	$2,000.00	$16,000.00
10	MANHOLE AND VALVE BOXE ADJUSTMENTS	8	EA	$1,000.00	$8,000.00
				Total Items (1-10)	$625,322.00

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS:____120_____(to Substantial Completion)

TOTAL CONSECUTIVE CALENDAR DAYS:____150_____(to Final Completion)

(not to exceed 120 consecutive calendar days to Substantial Completion / 150 consecutive calendar days to Final Completion).

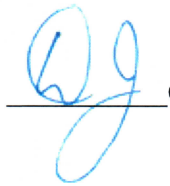
Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **120 Consecutive Calendar Days** with **final completion** within **150 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$500** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$500** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

Initials



_____Offeror's

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

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

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

Date: April 21, 2021

Darrell Jarnagin
Authorized Signature

Darrell Jarnagin
(Printed or Typed Name)

West Texas Paving, Inc.
Company

10104 Alcove Ave
Address

Lubbock, Lubbock
City, County

Texas,
79382 State
Zip Code

Telephone: (806)833-2882
Fax: (806) - 833-2884
Email: marshal@wtxpaving.com

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2028682

(Seal if Offeror is a Corporation)

ATTEST:

Marshal Jarnagin
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 4/19/21
Addenda No. 2 Date 4/20/21
Addenda No._____ Date_____
Addenda No._____ Date_____

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

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.

N

Wausau Ave from Marsha Sharp to 82nd Street

0 300 600 900 1,200 1,500 Feet

City of Lubbock TEXAS

City of Lubbock, TX
Capital Project
May 25, 2021

Capital Project Number:	92651
Capital Project Name:	Wausau Avenue MSF to 82nd Street

		Budget
Encumbered/Expended		
Staff Time	$	192
Contract 15062 with Hugo Reed		28,845
Agenda Item May 25, 2021		
Contract 15841 with West Texas Paving, Inc.	$	625,322
Encumbered/Expended to Date		654,359
Estimated Costs for Remaining Appropriation		
Refund to Westwind Realty		62,363
Estimated Staff Time		25,569
Remaining Appropriation		208,303
Total Appropriation	$	950,594

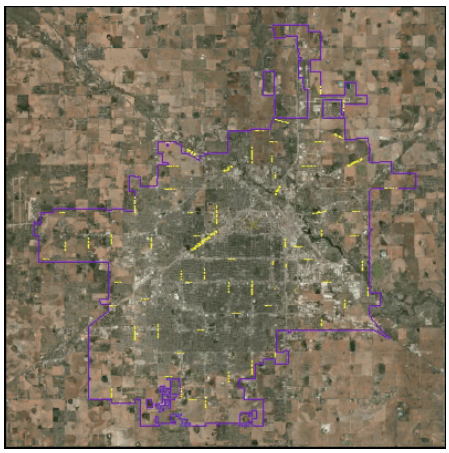
Project Name **Wausau Avenue from MSF to 82nd St.** *Project Number* **92651**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This project will pave the eastern half of Wausau Avenue from the Marsha Sharp Freeway to 82nd St. The western half of Wausau Ave is currently being developed and will be a requirement of the developer to pave in the future.

Project Justification

The City of Lubbock performed an Annexation of Wausau Avenue by the Rancho Verde Estates. Wausau Avenue has continued to remain an unpaved street during this time as Rancho Verde Estates had already platted prior to annexation. This means that no developer will pave the east half of Wausau Ave.

Project History

$550,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Construction	500,000	0	0	0	0	0	0	500,000
Design and Engineering	50,000	0	0	0	0	0	0	50,000
Total Project Appropriation	550,000	0	0	0	0	0	0	550,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2011 Tax Supported Revenue CO's	33,742	0	0	0	0	0	0	33,742
FY 2013 General Obligation Bonds	262,007	0	0	0	0	0	0	262,007
FY 2020 General Fund Cash	241,259	0	0	0	0	0	0	241,259
Street Capital Project Fund	12,992	0	0	0	0	0	0	12,992
Total Funding Sources	550,000	0	0	0	0	0	0	550,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Purchasing and Contract Management

Project Summary
RFP 21-15841– JM Wausau Avenue Paving from Marsha Sharp to 82nd

Notice was published in the Lubbock Avalanche Journal on April 3, 2021 and April 10, 2021.
Notice was published on Electronic State Business Daily (ESBD) State of Texas Bid Opportunities webpage.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com and Bonfire.com April 7, 2021 to April 21, 2021.
1 individuals attend the pre-conference meeting.
40 vendors viewed using BidSync.com and Bonfire.com
19 vendors downloaded the documents.
6 vendors were notified separately.
3 vendor(s) submitted proposals.

Regular City Council Meeting **6. 14.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute Contract 15796, with Asplundh Tree Expert, LLC, for services related to removal of nuisance branches and trees from City rights-of-way.

Item Summary

On December 15, 2020, the City Council passed a second reading of the Chapter 36.01 amendment which allowed for nuisance declared removal by the City. This amendment allows for the City to remove any right- of- way obstruction described in Sections 36.01.002 through 36.01.009, without notice and at its sole cost.

In response to RFP 21-15796-CM, the City received proposals on April 6, 2021, for Removal of Nuisance Branches and Trees. One bidder proposed and was evaluated.

Company	Rating out of 100
Asplundh Tree Expert, LLC, Golden, Colorado	94.75

This service contract, with Asplundh Tree Expert, LLC, is for trimming and removal of limbs, complete tree removal, and stump removal in any City right-of-way, as needed for City operations or projects. The contract also allows for assistance during Emergency Operations with removal of downed trees and limbs inside of City rights-of-way, assisting in the cutting and removal process. This service contract is for a term of one year, with the option for 4 one-year extensions. The total service contract amount is for $69,545.60 annually for the estimated hours provided. The service contract hours may be more or less annually depending on the actual need of City departments. After evaluation, City staff recommends award of this service contract to Asplundh Tree Expert, LLC, as the best proposal.

Fiscal Impact

$11,155,015.00 is appropriated in Capital Improvement Project 92697, Street Maintenance 2021, with $69,545.60 available for this purpose. Although the Street Maintenance 2021 project is the primary capital project for this service, other departments may request these services and provide accounts to make use of the service.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution - Asplundh, Contract 15796

Contract 15796 - Asplundh
CIP Detail
Project Summary

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. 15796 for removal of nuisance branches and trees as per RFP 21-15796-CM, by and between the City of Lubbock and Asplundh Tree Expert, LLC, of Golden, Colorado, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

RES.Contract No. 15796- Removal of nuisance branches and trees
May 7, 2021

Contract 15796

City of Lubbock, TX
Removal of Nuisance Branches and Trees

Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____**2021** ("Effective Date") by and between **Asplundh Tree Expert, LLC,** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 21-15796-CM, Removal of Nuisance Branches and Trees.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Removal of Nuisance Branches and Trees, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

1.1 The contract shall be for a term of one (1) year, with the option of four (4), one-year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

1.2 Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product

Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rage for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

1.3 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.5 This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. 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.

Article 2 Miscellaneous.

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

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

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

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

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

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

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

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated

between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

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

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

2.11 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 of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.13 Contractor acknowledges by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

2.14 TEXAS GOVERNMENT CODE SECTION 2252.152

The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence,

"foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

2.15 TEXAS PUBLIC INFORMATION ACT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contact as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

2.16 TEXAS GOVERNMENT CODE SECTION 2271.002

The Contractor warrants that it complies with Chapter 2271.002 of the Texas Government Code by verifying that:

1. The Contractor does not boycott Israel; an
2. The Contractor will not boycott Israel during the term of the Agreement.

Pursuant to Section 2271.002, Texas Government Code:

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

2.17 CONFIDENTIALITY

The 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.

2.18 INDEMNITY

The Contractor shall indemnify, defend, and save harmless the city of Lubbock and its elected officials, officers, agents, and employees from all suits, actions, losses, damages, claims, or

liability of any kind, character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of, related to or occasioned by, the negligent acts of the Contractor, its agents, employees, and/or subcontractors, related to the performance, operations or omissions under this agreement and/or the use or occupation of city owned property. The indemnity obligation provided herein shall survive the expiration or termination of this agreement.

-----INTENTIONALLY LEFT BLANK-----

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

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, Director of Public Works

APPROVED AS TO FORM

_____
Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY: David L Fulford
Authorized Representative

David L. Fulford
Print Name

708 Blair Mill Road
Address

Willow Grove, PA 19090
City, State, Zip Code

EXHIBIT A

City of Lubbock, TX
RFP 21-15796-CM
Removal of Nuisance Branches and Trees

GENERAL REQUIREMENTS

1. **INTENT**
   1.1. City of Lubbock Public Works Department (from herein to be referred to as "THE CITY"), is seeking proposals to establish a contract for annual pricing for tree trimming services. The purpose of this contract is to hire tree trimmers to keep public rights of way and easements i.e. streets, parkway, alleyways, water or wastewater utility easements clear of trees, brush in accordance with City of Lubbock Ordinance 2020-00158. Sec 36.01.005.
2. **REGULATIONS RELATING TO WORK**
   2.1. All work shall be done in a thorough and professional manner in accordance with the contract documents and acknowledged industry standards. Deviations from the contract documents or industry standards shall not be permitted without the prior written consent of the City of Lubbock Division Director of Public Works or their designee.
   2.2. These standards include but are not limited to:
      2.2.1. All City of Lubbock Ordinances
      2.2.2. All State Laws
      2.2.3. The City of Lubbock Minimum Design Standards and Specifications
3. **DISCUSSION**
   3.1. The City of Lubbock will request as needed for Maintenance, Operations and Capital Projects removal of trees and brush interfering with City business. The tree removal/pruning operation shall provide clearance as appropriate to maintain clearances as needed in alleys and rights of way. Requested Tree Trimming shall trim back brush and branches at least 1' from the travel path of any City of Lubbock Public Works vehicle in alleyways.
   3.2. The tree trimming crews are required to trim or remove trees from the right of way or alleyway as requested by the City. The work will be conducted as needed Monday-Friday during normal operation hours for the City of Lubbock. Any work will be completed as assigned unless otherwise indicated by the City.
4. **CONTRACTOR'S WORKFORCE**
   4.1. The Contractor agrees to furnish qualified personnel as required by City of Lubbock and other State or regulatory agencies. The contractor will provide workers who have sufficient experience in removal of tree limbs and or trees for the purpose of clearing public rights of way.
   4.2. All Contractor vehicles will be clearly marked with the business name.
   4.3. All Contractor employees are expected to present a clean and well-groomed general appearance and to dress in a manner appropriate with impending environmental conditions (i.e. rain gear or winter clothing) allowing for the work to be performed in a safe and efficient manner.
   4.4. The crews will have an onsite foreman responsible for contact with customers who will be able to resolve customer complaints and damage disputes.

4.5. Work or jobs described below are to be done by qualified tree trimmers with at least 3 years' experience in these types of services. Contractor shall maintain a qualified work force experienced in the performance of specified jobs and familiar with all laws, rules, regulations and ordinances regarding the activities stipulated herein.

4.6. Courtesy to the City's customers is required at all times by all employees of the contractor. Every effort shall be made to protect all property that may be affected by the work. Any complaints from the public depending on the severity may cause the removal of this specific worker from all City jobs.

4.7. In addition to the daily work schedule, the crews can be called upon to work in an emergency situation due to inclement weather. These hours will be during normal operations of the City even during inclement weather.

4.8. The City of Lubbock reserves the right to stop work and require replacement of Contractor personnel assigned to the project at any time at no additional cost to the City of Lubbock.

5. MATERIALS AND EQUIPMENT

5.1. A bucket truck is required with a minimum working height in excess of 13 feet above the ground with operator and trimming tools in basket.

5.2. Proper mulching/chipping equipment will be required to be onsite along with equipment to haul off the debris in the same day.

5.3. Work around electrical lines will be performed safely at all times and is the sole responsibility of the contractor.

5.4. Trucks and equipment furnished shall be in good mechanical condition so that during any week work can be performed in alleyways or City Rights of Way to remove brush, limbs and branches from trees from City Street Right of Way when requested.

6. DAMAGE TO CITY OR PRIVATE PROPERTY

6.1. Offeror shall report to the City, within two (2) hours of occurrence, any damage done by contractor's employees to City or private property. Damage to property or loss of vegetation, shall be repaired or replaced by the offeror at no cost to the City, and within a period of time that is satisfactory to the City.

6.2. Damaged turf areas will be leveled and re-sodded, and all horticultural plantings damaged beyond repair will be replaced. It is understood that all damage caused by workmen engaged in work under this contract will be repaired by the contractor without delay, and at its sole cost and expense. Repair work will be carried out by skilled workmen acceptable to the City or designee, and all repair and replacements must be approved by the City.

7. DEBRIS REMOVAL

7.1. The contractor will properly dispose all debris from City jobs at the landfill. There will be no waiver of City landfill fees for this contract. The contractor will not be allowed to place any debris in City dumpsters meant for the Citizen's use. Any use of City dumpsters will be considered a serious offense and a direct breach of the City's contract and may cause immediate dismissal of the contractor for use on this service contract. All debris from this contract will be required to be picked up and is the sole property and responsibility of the contractor for proper disposal or use.

8. CONTACT REQUIREMENTS

8.1. The contractor must provide a superintendent and a project manager with contacts available by phone even after normal working hours.

8.2. The contractor will be required to make contact with the City of Lubbock Public Works Project Manager 48 hours in advance to beginning any work on any on all jobs regardless of the requesting City department. The project manager will be identified by the City at a pre-construction meeting after the service contract is awarded.

8.3. The contractor will make contact with the Solid Waste Department at 806-775-2495 48 Hours in advance of beginning any work within City streets or alleyways. The purpose is to ensure proper coordination so that work of the contractor doesn't prohibit proper waste collection services.

8.4. All contractor vehicles will be properly marked with contractors name and a contact phone number when working on City job requests.

9. EMERGENCY OPERATIONS CENTER RESPONSE

9.1. The contractor will be made aware of Emergency Operations Center Events as soon as possible. All requests during or after an Emergency Operations Center (EOC) activations will be performed during regular business hours regardless of weather conditions the contractor must respond to requests in the same day. Requests made after EOC activations will mainly be to assist City crews in pickup of debris in Rights of Way or cutting debris into manageable sizes and hauling off and disposing of debris from City streets and sidewalks so as to not impede public travel. The contractor will at no time perform work on private property while working for the City during emergency events. These requests for work must take precedence over any other work currently being performed until such time as all requests have been completed.

9.2. During operations of the Emergency Operations Center City crews will cut up trees that fall in the right of way outside of normal operating hours. Debris left during Emergency Operations will be required to be picked up and removed the following morning after the event.

10. SAFETY

10.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for safety and shall provide the necessary protection to prevent damage, injury or loss to all persons and real and personal property which may be affected by the work.

10.2. Contractor shall comply with all applicable Federal, State and local laws and regulations intended to protect the safety of persons or property, including but not limited to all applicable OSHA and ANSI Z133 standards, rules and regulations. Contractor shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, contractor's subcontractor, contractor's supplier, or any person or organization directly or indirectly employed by any of them, to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by contractor.

10.3. In emergencies affecting the safety or protection of persons or the work at the site or adjacent thereto, contractor, without special instruction or authorization from the City, shall promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the work.

10.4. If there is an accident involving injury to any individual on or near the work, contractor shall notify the City immediately by phone of the incident after insuring the safety of the contractor's workers and any other affected parties. Contractor shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation

that describes the event. Copies of such documentation shall be provided to the City within twenty-four (24) hours of the event.

10.5. If there is an accident that causes damage to City property or any third party property, the City is to be notified immediately by phone of the damage after insuring the safety of the Contractor's workers. This verbal notification will be followed up with written notification and investigation of the incident, including any disciplinary actions, within five working days of the incident.

provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

12.4.8. The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances.

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

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

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

12.4.12. Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal.

City of Lubbock, TX **EXHIBIT B**
RFP 21-15796-CM
Removal of Nuisance Branches and Trees

Proposal Price Sheet

(To be completed and returned with Proposal)

Price Sheet

Proposer's Name: Asplundh Tree Expert, LLC

To include all services in Specifications: $ 69,545.60 per hours provided below by the City of Lubbock

ITEM	DESCRIPTION	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST
1.	Trimming and removal of all limbs, branches and brush from a City Alleyway or Garbage Collection Easement up to 13' ground clearance and at least 2' wide clearance outside of the travel way. This work will require a minimum of a 2 man crew with proper equipment to perform work and an adequate trailer or equipment to haul off debris on site for an entire alleyway from City street to City street. This item covers all mobilization, incidental tools, and equipment needed to perform this work.	480	HR	$ 88.58 p/hr	$ 42,518.40
2.	Complete removal of a tree or bush with the stump from a City alleyway, street, or garbage collection easement including all removal of debris and haul off from the right of way. This work will require a minimum of a 2 man crew with proper equipment to perform the work involved and an adequate trailer or equipment on site to haul off debris from tree removal. This item covers all mobilization, incidental tools, and equipment needed to perform this work.	240	HR	$ 88.58 p/hr	$ 17,716.00

3	Activities as specified for Emergency Operations Center Response. This work will require a minimum of a 2 man crew with proper equipment to perform the work involved and an adequate trailer or equipment on site to haul off debris from the Right of Way. This item covers all mobilization, incidental tools, and equipment needed to perform this work.	80	HR	$ 116.39 p/hr	$ 9,311.20

EXCEPTIONS TO THE SPECIFICATIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE OFFEROR IN THE SPACE PROVIDED BELOW:

Items 1 & 2 based on a 2 person crew with proper tools to perform work, haul debris for the quantity of hours provided

Item 3 based on a 2 person crew with proper tools to perform work, haul debris for the quantity of hours provided OT

Stump grinding (if required) will be at rental price plus 10% in addition to above provided pricing

Additional labor can be provided if necessary and added to the above 2-person rates for items 1-3

Prepared by: David L. Fulford

Title: Sponsor/Vice President

Date: 04/05/2021

EXHIBIT C

1. INSURANCE REQUIREMENTS

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

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

1.3. Contractor shall be solely liable for any deductible or self-insured retention under the insurance. The Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	COMBINED SINGLE LIMIT	
GENERAL LIABILITY		
☒ Commercial General Liability	General Aggregate	$1,000,000
☐ Claims Made ☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment	Personal & Adv. Injury	X
☒ To Include Products of Complete Operation Endorsements	Contractual Liability	X
	Fire Damage (Any one Fire)	
	Med Exp (Any one Person)	
PROFESSIONAL LIABILITY		
☐ _____		
AUTOMOTIVE LIABILITY		
☒ Any Auto ☐ All Owned Autos		
☐ Scheduled Autos ☐ Hired Autos		
☐ Non-Owned Autos	Per Occurrence	$1,000,000
EXCESS LIABILITY		
☐ Umbrella Form	Each Occurrence	
	Aggregate	
GARAGE LIABILITY		
☐ Any Auto	Auto Only - Each Accident	
☐ _____	Other than Auto Only:	
	Each Accident	
	Aggregate	
☐ BUILDER'S RISK	☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER	☐ 100% of the Total Material Costs	
☐ CARGO		
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**		$500,000
OCCUPATIONAL MEDICAL AND DISABILITY		$1,000,000
☒ EMPLOYERS' LIABILITY		

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except* _____

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all required endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage to the extent of the Contractor's obligations. The additional insureds shall fully cooperate with the Contractor, its representatives and insurers on any claim;

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

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

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

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

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Avenue K, Floor 9
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
May 25, 2021

Capital Project Number:	92697
Capital Project Name:	Street Maintenance Program 2021

	Budget
Encumbered/Expended	
Contract 15647 2021 Asphalt Repair	$1,540,730.00
Contract 15648 2021 Concrete Repair	$1,445,700.00
Cntract 14517 Amendment Rejuvinator 2021	$1,100,000.00
Contract 15772, 2021 MicroSurfacing	$3,488,251.00
Contract 15778, Wausau Avenue (S. of 82nd St) Rebuild	$346,475.00
Agenda Items, May 25, 2021	
Nuisance Branches and Trees Service Contract- Asplundh Tree Expert LLC	$69,545.60
Encumbered/Expended To Date	$7,990,701.60
Estimated Costs for Remaining Appropriation	$3,164,313.40
Remaining Project Estimate	$3,164,313.40
Totral Appropriation	$11,155,015.00

Purchasing and Contract Management

Project Summary

RFP 21-15796-CM Removal of Nuisance Branches and Trees

Notice was published in the Lubbock Avalanche Journal.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from March 21st to April 6th, 2021.
3 vendors downloaded the documents from Bonfire.com.
10 vendors were notified separately.
1 vendors submitted a Bid.

Regular City Council Meeting **6. 15.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute four Memorandums of Understanding (MOU) through the City of Lubbock Health Department with Lamb County LEAF - Hooked on Hope, Family Support Services of Amarillo, Cenikor Foundation, and Hub City Outreach Center, for participation in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment service, information, and resources within Region 1, and related documents.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to work with Lamb County LEAF - Hooked on Hope, Family Support Services of Amarillo, Cenikor Foundation and Hub City Outreach Center to maintain and serve as the primary resource for substance use and related health data for the region, increase community awareness and disseminate information on substance use disorders, and facilitate and coordinate positive activities.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution
MOU Lamb County LEAF
MOU Family Support Services
MOU Cenikor
MOU Hub City Outreach

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 four Memorandums of Understanding ("MOU") by and between the City of Lubbock acting by and through the City of Lubbock Health Department and Lamb County LEAF, Hooked on Hope; Family Support Services of Amarillo; Cenikor Foundation; and Hub City Outreach Center for participation in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment service, information and resources within Region 1, and related documents. Said MOUs are attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

City of Lubbock Health Department- Prevention Resource Center, Region 1
Memorandum of Understanding

I. AGENCIES:

City of Lubbock Health Department
806 18th Street
Lubbock, TX 79401

Lamb County LEAF, Hooked on Hope
232 Phelps
Littlefield, TX 79339

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment services, information and resources within Region 1.

We the undersigned have agreed that we shall work together through a cooperative effort. This collaboration is not an offer of employment and does not include any additional funding.

III. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

a. To maintain and serve as the primary resource for substance use and related behavioral health data for the region.

b. To coordinate the required prevention strategies across all substance abuse prevention grantees to ensure compliance with state regulations.

c. To strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

d. To increase awareness of the community regarding substance use and misuse through the dissemination of information across a wide variety of media outlets and distribution networks.

e. To build the prevention workforce capacity through technical support and coordination of prevention trainings.

IV. OBLIGATIONS OF YOUTH PREVENTION COALITIONS:

a. Disseminate information on substance use disorders, wellness and health to youth and adults through presentations, social media, written materials and other forms of communication.

b. Facilitate and coordinate positive activities to assist in gaining new skills and a sense of belonging and relationship building with their peers, family and community.

c. Coordinate access to appropriate services and programs as needed.

d. Increase community awareness about substance use disorders and build partnerships to reduce use.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2020 and shall terminate August 31, 2021. This MOU may be extended for successive twelve (12) month terms by written agreement of the parties. This MOU may be terminated by any party upon 30 days written notice to the other party.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

THE CITY OF LUBBOCK HEALTH DEPARTMENT AND IT'S AGENTS further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

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

Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written

notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

SB252: SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

HB 89: The Contractor warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

CITY OF LUBBOCK HEALTH DEPARTMENT:

Daniel M. Pope — Date
Mayor

Kathrine Wells — 5/5/21 — Date
Director of Health Department

Ryan Brooke — 5/6/21 — Date
Assistant City Attorney

Rebecca Garza — Date
City Secretary

Kim Clardy — Date
Lamb County LEAF Representative

Carrie Bard — Date
Lamb County LEAF Representative

City of Lubbock Health Department- Prevention Resource Center, Region 1
Memorandum of Understanding

I. AGENCIES:

City of Lubbock Health Department
806 18th Street
Lubbock, TX 79401

Family Support Services of Amarillo
7631 I-40
West Building B
Amarillo, TX 79106

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment services, information and resources within Region 1.

We the undersigned have agreed that we shall work together through a cooperative effort. This collaboration is not an offer of employment and does not include any additional funding.

III. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

a. To maintain and serve as the primary resource for substance use and related behavioral health data for the region.

b. To coordinate the required prevention strategies across all substance abuse prevention grantees to ensure compliance with state regulations.

c. To strengthen compliance with existing laws on the sale of tobacco and nicotine products to minors through education and monitoring activities.

d. To increase awareness of the community regarding substance use and misuse through the dissemination of information across a wide variety of media outlets and distribution networks.

e. To build the prevention workforce capacity through technical support and coordination of prevention trainings.

IV. OBLIGATIONS OF YOUTH PREVENTION PROGRAM PROVIDERS:

a. Disseminate information on substance use disorders, wellness and health to youth and adults through presentations, social media, written materials and other forms of communication.

b. Facilitate and coordinate positive activities to assist in gaining new skills and a sense of belonging and relationship building with their peers, family and community.

c. Coordinate access to appropriate services and programs as needed.

d. Increase community awareness about substance use disorders and build partnerships to reduce use.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2020 and shall terminate August 31, 2021. This MOU may be extended for successive twelve (12) month terms by written agreement of the parties. This MOU may be terminated by any party upon 30 days written notice to the other party.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

THE CITY OF LUBBOCK HEALTH DEPARTMENT AND IT'S AGENTS further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

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

Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the

continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

SB252: SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

HB 89: The Contractor warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

CITY OF LUBBOCK HEALTH DEPARTMENT:

Daniel M. Pope — Date
Mayor

Kathrine Wells — 5/5/21 — Date
Director of Health Department

Ryan Brooke — 5/6/21 — Date
Assistant City Attorney

Rebecca Garza — Date
City Secretary

3/31/21 — Date
Family Support Services Representative

3/31/21 — Date
Family Support Services Representative

City of Lubbock Health Department- Prevention Resource Center, Region 1
Memorandum of Understanding

I. AGENCIES:

City of Lubbock Health Department
806 18th Street
Lubbock, TX 79401

Cenikor Foundation
1901 Dutton Drive, Suite E
San Marcos, TX 78666

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment services, information and resources within Region 1.

We the undersigned have agreed that we shall work together through a cooperative effort. This collaboration is not an offer of employment and does not include any additional funding.

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a. To maintain and serve as the primary resource for substance use and related behavioral health data for the region.

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b. Facilitate and coordinate positive activities to assist in gaining new skills and a sense of belonging and relationship building with their peers, family and community.

c. Coordinate access to appropriate services and programs as needed.

d. Increase community awareness about substance use disorders and build partnerships to reduce use.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2020 and shall terminate August 31, 2021. This MOU may be extended for successive twelve (12) month terms by written agreement of the parties. This MOU may be terminated by any party upon 30 days written notice to the other party.

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HB 89: The Contractor warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

CITY OF LUBBOCK HEALTH DEPARTMENT:

Daniel M. Pope — Date
Mayor

Kathrine Wells — Date
Director of Health Department

Ryan Brooke — 5/6/21 Date
Assistant City Attorney

Rebecca Garza — Date
City Secretary

4/15/2021 Date
Cenikor Representative

Date
Cenikor Representative

City of Lubbock Health Department- Prevention Resource Center, Region 1
Memorandum of Understanding

I. AGENCIES:

City of Lubbock Health Department
806 18th Street
Lubbock, TX 79401

Hub City Outreach Center
#4 Briercroft Office Park
Lubbock, TX 79412

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an integrated collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention and treatment services, information and resources within Region 1.

We the undersigned have agreed that we shall work together through a cooperative effort. This collaboration is not an offer of employment and does not include any additional funding.

III. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

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This agreement is to begin September 1, 2020 and shall terminate August 31, 2021. This MOU may be extended for successive twelve (12) month terms by written agreement of the parties. This MOU may be terminated by any party upon 30 days written notice to the other party.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

THE CITY OF LUBBOCK HEALTH DEPARTMENT AND IT'S AGENTS further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

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

Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the

continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

SB252: SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

HB 89: The Contractor warrants that it complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that:

(1) The Contractor does not boycott Israel; and

(2) The Contractor will not boycott Israel during the term of the Agreement.

CITY OF LUBBOCK HEALTH DEPARTMENT:

Daniel M. Pope — Date
Mayor

Kathrine Wells 5/5/21 — Date
Director of Health Department

Ryan Brooke 5/6/21 — Date
Assistant City Attorney

Rebecca Garza — Date
City Secretary

3-19-21 — Date
Hub City Outreach Representative

Jacqueline Delgado 3/19/21 — Date
Hub City Outreach Representative

Regular City Council Meeting **6. 16.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution ratifying the act of the Mayor in executing Amendment No. 3 to Contract No. HH000771000001, under the Public Health Emergency Preparedness Cooperative Agreement, with the Texas Department of State Health Services (DSHS).

Item Summary

This contract with the Department of State Health Services requires that the City of Lubbock shall perform activities in response to Coronavirus 2019 (COVID-19) in alignment with the Public Heath Crisis Response Cooperative Agreement for Emergency and Center for Disease Control and Prevention (CDC) pursuant to the provisions of the "Interlocal Cooperation Act"; Chapter 791 of the Texas Government Code.

The total amount of the contract totals $631,504, including pre-award and post-award allocation. This amendment moves money between budget categories.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - DSHS Contract HHS0007771000001

DSHS (c) Contract HHS000771000001

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, a Department of State Health Services (DSHS) Contract No. HHS000771000001, Amendment No. 3, for activities in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response effective April 20, 2020, by and between the City of Lubbock and the State of Texas acting by and through DSHS, and related documents are hereby ratified in full. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.DSHS Contract No. HHS000771000001 Amendment 3 Ratification
5.17.21

DocuSign Envelope ID: 8E236902-B11C-445A-B63C-03396326EB9F

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000771000001
AMENDMENT NO. 3

The Department of State Health Services ("**DSHS**" or "**System Agency**") and City of Lubbock, Texas ("**Local Government**" or "**Grantee**"), collectively referred to herein as the "**Parties**," to that certain Interlocal Cooperation Contract for activities in support of Coronavirus 2019 ("**COVID-19**") response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response that was effective April 20, 2020 and denominated DSHS Contract No. HHS000771000001 (the "**Contract**"), as amended, now desire to further amend the Contract.

Whereas, the Parties desire to revise the budget categories amounts to allow for continued support of COVID-19 response activities; and

Whereas, the Parties have chosen to exercise their option to amend the Contract in accordance with Section IV of the Contract.

Now, therefore, the Parties amend and modify the Contract as follows:

1. **Attachment B, Budget,** of the Contract is amended by deleting the budget Funding Allocation tables in their entirety and replacing them with the following two new sections:

    1. Budget Categories:

Budget Categories	Pre-award Cost from January 20, 2020	COVID 19 Funding Allocation	COVID 19 Funding Allocation A.1	Totals
Personnel	$0	$42,735	$169,050	$211,785
Fringe Benefits	$0	$0	$0	$0
Travel	$0	$0	$0	$0
Equipment	$0	$0	$77,690	$77,690
Supplies	$7,792	$32,745	$32,860	$73,397
Contractual	$0	$0	$2,250	$2,250
Other	$0	$228,393	$37,989	$266,382
Total Direct Costs	$7,792	$303,873	$319,839	$631,504
Indirect Cost Rate Amount	$0	$0	$0	$0
Contract Total	**$7,792**	**$303,873**	**$319,839**	**$631,504**

Transfers between Budget Categories. Grantee must seek DSHS' written approval prior to making any fund transfers. Grantee's written request must include a detailed explanation that supports the need for the fund transfer. DSHS, in its sole discretion, may approve fund transfers between budget categories.

DocuSign Envelope ID: 8E236902-B11C-445A-B63C-03396326EB9F

2. This Amendment shall be effective the date last signed below.

3. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.

4. Any further revisions to the Contract shall be by written agreement of the Parties.

Signature Page Follows

DocuSign Envelope ID: 8E236902-B11C-445A-B63C-03396326EB9F

Signature Page for Amendment No.3
System Agency Contract No. HHS000771000001

Department of State Health Services	**City of Lubbock, Texas**
By:_____	By:_____
	Dan Pope
	Mayor
Date of Execution: _____	Date of Execution: _____

Regular City Council Meeting **6. 17.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Contract No. HHS00102760001, under the Regional Local Services System/Local Public Health Services Grant Program, and any associated documents, by and between the City of Lubbock and the Texas Department of State Health Services (DSHS), to improve and strengthen local public health infrastructure.

Item Summary

This contract provides funding under the Regional and Local Services Section (RLSS) / Local Public Health System (LPHS). The FY2022/2023 contract with the Department of State Health Services provides financial assistance to improve or strengthen local public health infrastructure by developing objectives to address public health issues and utilize resources provided through this contract, in order to conduct activities and services that provide or support the delivery of essential public health services. Programs will also assess, monitor, and evaluate the essential public health services, and develop strategies to improve the delivery of essential public health services to identified service areas.

Grant objectives include conducting case investigations, education/treatment for notifiable (reportable) conditions, and oversight of the immunization contract delivery. The grant is used to fund a significant portion of the salary and benefits for the Director of Public Health.

This program fulfills the Core Missions of Public Health, which are Surveillance, Disease Prevention and Public Health Preparedness. Without the funding from the Texas Department of Health contract, our local public health efforts would be greatly impaired. Staff recommends approval of the resolution.

The Statement of Work is available for review in the Office of the City Secretary.

Fiscal Impact

The total amount approved for the 2-year contract is $175,290.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - TDSHS Contract HHS001027600001

DSHS (c) Contract HHS001027600001

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, Department of State Health Services Contract No. HHS001027600001 under the Regional Local Services System/Local Public Health Services Grant Program, by and between the City of Lubbock and the State of Texas' Department of State Health Services, and all related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.DSHS Contract No. HHS001027600001 Regional Local Services
5.17.21

DocuSign Envelope ID: EA21A841-628E-4249-9355-8EF843487804

SIGNATURE DOCUMENT FOR DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001027600001 UNDER THE REGIONAL LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES GRANT PROGRAM

I. PURPOSE

The Department of State Health Services ("**System Agency**"), a pass-through entity, and **City of Lubbock** ("**Grantee**") (each a "**Party**" and collectively the "**Parties**"), enter into the following grant contract to provide funding for Local Public Health Services to improve or strengthen local public health infrastructure within the State of Texas (the "**Contract**").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Government Code Chapter 791 and The Texas Health and Safety Code Chapter 12.

III. DURATION

The Contract is effective on September 1, 2021 and terminates on August 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

IV. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY DOLLARS ($175,290.00)**. Grantee is not required to provide matching funds. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

The total allocation amount for FY22 (September 1, 2021 through August 31, 2022) is **EIGHTY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS ($87,645.00).**

The total allocation amount for FY23 (September 1, 2022 through August 31, 2023) is **EIGHTY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS ($87,645.00).**

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

DocuSign Envelope ID: EA21A841-628E-4249-9355-8EF843487804

System Agency
Department of State Health Services
1100 West 49th Street, MC 1990
Austin, Texas 78756
Attention: Elma Medina
elma.medina@dshs.state.tx.us

Grantee
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Attention: Katherine Wells
kwells@mylubbock.us

Legal Notices
Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency
Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Attention: Katherine Wells, MPH
kwells@mylubbock.us

VI. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

A. include the Contract number;
B. be sent to the person(s) identified in the Contract; and,
C. comply with all terms and conditions of the Contract.

VII. ADDITIONAL GRANT INFORMATION

Grantee Data Universal Numbering System (DUNS) Number: 58213893
Federal Award Identification Number (FAIN): NB01OT009365
Catalog of Federal Domestic Assistance (CFDA) Name and Number (list all that apply):
Preventive Health and Health Services Block Grant –93.991
Federal Award Date: 09/14/2020
Federal Award Period:10/01/2019 through 09/30/2021
Name of Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)
Awarding Official Contact Information: Shirley K Byrd, Grants Management Officer
2939 Flowers Rd, Mailstop TV-2, Atlanta, GA 30341-5509, Phone: (770) 488-2591

Any updates to the Additional Federal Grant Information will be incorporated into the Contract as of the effective date of the change. DSHS will send written notice of any updates to the Grantee. Any written updates provided by DSHS will control in the event of conflict with the grant information in the Contract.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: EA21A841-628E-4249-9355-8EF843487804

SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001027600001

DEPARTMENT OF STATE HEALTH SERVICES **CITY OF LUBBOCK**

Signature

Signature

Date of Execution: _____

Date of Execution: _____

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS001027600001 ARE INCORPORATED BY REFERENCE:

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – BUDGET
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS - GRANT
ATTACHMENT D – CONTRACT AFFIRMATIONS
ATTACHMENT E – SUPPLEMENTAL AND SPECIAL CONDITIONS
ATTACHMENT F – FEDERAL ASSURANCES
ATTACHMENT G – FFATA CERTIFICATION FORM
ATTACHMENT H – DATA USE AGREEMENT

ATTACHMENTS FOLLOW

Regular City Council Meeting **6. 18.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 15920 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG).

Item Summary

This is a contract for CDBG from HUD. The funds will be used for public service activities, non-public service activities, housing, direct delivery of services, and administration.

The Community Development and Services Board (CDSB) held a virtual public hearing followed by a virtual public board meeting on March 10, 2021, to discuss and approve the 2020 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of CDBG Grant Funds. The CDSB recommends acceptance by the City Council of the FY 2020 CDBG funding from HUD.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD, and the maximum allocation of this grant is $2,112,424.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution CDBG

Contract

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, Community Development Block Grant Funding Agreement 15920, and all related documents, between the City of Lubbock and the U.S. Department of Urban Development (HUD), for the funding to provide for various activities, housing, direct delivery of services, and administration. 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. CBDG Contract 15920 –HUD
05.07.21

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Lubbock	756000590	058213893
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 2000 Lubbock, TX 79457-0001	4. Date use of funds may begin 10/01/2020	
	5a. Project/Grant No. 1 B-20-MC-48-0022	6a. Amount Approved $2,112,424
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above-named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
Shirley Henley		Lubbock (City Of Lubbock)	
Title CPD Director		Title	
Signature x Shirley J. Henley	Date (mm/dd/yyyy) 05/03/2021	Signature x	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	03/20/2021	☐ a. Orig. Funding Approval ☒ b. Amendment Amendment Number
		9b. Date Grantee Notified 05/05/2021	
		9c. Date of Start of Program Year (10/01/2020)	

11. Amount of Community Development Block Grant

	FY (2020)	FY (2019)	
a. Funds Reserved for this Grantee	$2,112,663	$ 83	
b. Funds now being Approved	$2,112,341		
c. Reservation to be Cancelled (11a minus 11b)	-$ 322		

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City Of Lubbock
Po Box 2000
Lubbock, TX 79457-0001

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
x

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Direct

Department/Agency Indirect cost rate Cost Base

_____ _____% _____

_____ _____% _____

_____ _____% _____

_____ _____% _____

_____ _____% _____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General

Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - “Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.” (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Regular City Council Meeting **6. 19.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 15922, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Emergency Solutions Grant (ESG).

Item Summary

This is a contract for the ESG from HUD. The funds will be used for Emergency Shelter, Rapid Re-Housing, Homeless Management Information System (HMIS) and Administration.

The Community Development and Services Board (CDSB) held a virtual public hearing followed by a virtual public board meeting on March 10, 2021, to discuss and approve the 2020 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of ESG Grant Funds. The CDSB recommends acceptance by the City Council of the FY 2020 ESG Funding from HUD.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD, and the maximum allocation of this grant is $183,385.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution ESG

Contract

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, Community Development Block Grant Funding Agreement 15922, and all related documents, between the City of Lubbock and the U.S. Department of Urban Development (HUD), for funding Emergency Shelter, Rapid Re-housing, Homeless Management Information System (HMIS) and Administration. 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 _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____

Kelli Leisure, Assistant City Attorney

ccdocs/RES. CBDG Contract 15922 –HUD
05.07.21

Funding Approval/Agreement

Emergency Solutions Grants Program
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11371 et seq.
CFDA Number 14.231

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Recipient Name and Address City Of Lubbock Po Box 2000 Lubbock, TX 79457-0001	2. Unique Federal Award Identification Number: E-20-MC-48-0022
	3. Tax Identification Number: 756000590
	4. Unique Entity Identifier (DUNS): 058213893

5. Fiscal Year (yyyy): 2020	
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	$183,385
8. Total Amount of Federal Funds Obligated	$183,385
9. Total Required Match: $	

10. Start Date of Recipient's Program Year (mm/dd/yyyy)	11. Date HUD Received Recipient's Consolidated Plan Submission 03/20/2021	12. Period of Performance Start Date (the date listed in Box 18) 05/03/2021

13. Type of Agreement (check applicable box)

- ☒ Initial Agreement (Purpose #1 – Initial Fiscal Year allocation)
- ☐ Amendment (Purpose #2 – Deobligation of funds)
- ☐ Amendment (Purpose #3 – Obligation of additional funds)

14. Special Conditions and Requirements
☐ Not applicable ☒ Attached

15. Period of Performance End Date (24 months after the date listed in Box 18) 05/02/2023

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Period of Performance, provided the costs are otherwise allowable and were incurred on or after the dates listed in box 10 and box 11 or 90 calendar days before the date in box 12 (whichever is later), or as provided in a prior written approval by HUD. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient for the specified Fiscal Year or to deobligate funds under this Agreement in accordance with applicable law.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Shirley Henley CPD Director (817) 978-5933	17. Signature Shirley J. Henley	18. Federal Award Date 05/03/2021
19. For the Recipient (Name and Title of Authorized Official)	20. Signature X	21. Date (mm/dd/yyyy) / /

Funding Information (HUD Accounting Use Only):

PAS Code: HAES	Region: 06	Program Code: SOE
Appropriation: 00192	Office: (Fort Worth)	Allotment: 868
Appro Symbol: F		

Special Conditions and Requirements for FY 2020 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

Recipient Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Special Conditions and Requirements for FY 2020 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Recipient Integrity and Performance Matters

(applicable if the amount in Box 8 of the Agreement is greater than $500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

Regular City Council Meeting **6. 20.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Contract 15921 and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD), for the Home Investment Partnerships Grant (HOME).

Item Summary

This is a contract for the HOME Grant from HUD. The funds will be used for Community Housing Development Organization (CHDO) Operations and Projects, Affordable Housing, and Administration.

The Community Development and Services Board (CDSB) held a virtual public hearing followed by a virtual public board meeting on March 10, 2021, to discuss and approve the 2020 Action Plan draft. The Action Plan is the document that was submitted to HUD and serves as the City's application for, and proposed use of HOME Grant Funds. CDSB recommends acceptance by the City Council of the FY 2020 HOME Funding from HUD.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from the U. S. Department of Housing and Urban Development, and the maximum allocation of this grant is $948,611.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution HOME

Contract - 2020 HOME Agmt.

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, Community Development Block Grant Funding Agreement 15922, and all related documents, between the City of Lubbock and the U.S. Department of Urban Development (HUD), for the Home Investment Partnerships Grant (HOME). 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. CBDG Contract 15922 –HUD HOME
05.07.21

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address	2. Grant Number	
City Of Lubbock P.O. Box 2000 Lubbock, TX 79457-0001	M20-MC480205	
	3a Tax Identification Number 756000590	3b. Unique Entity Identifier (formerly DUNS) 058213893
	4. Appropriation Number 860/30205	5. FY 2020

6. Previous Obligation (Enter "0" for initial FY allocation)			$0
a. Formula Funds	$948,611		
b. Community Housing Development Org. (CHDO) Competitive			
7. Current Transaction (+ or -)			$948,611
a. Formula Funds	$948,611		
1. CHDO (For deobligations only)		$	
2. Non- CHDO (For deobligations only)			
b. CHDO Competitive Reallocation or Deobligation	$		
8. Revised Obligation			
a. Formula Funds			
b. CHDO Competitive Reallocation	$		

9. Special Conditions (check applicable box)

☒ Not applicable ☐ Attached

10. **Date of Obligation (HUD Official's Date of Signature)**

05/03/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance

Date in Box #10 - 09/01/2028

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Shirley J. Henley	X Shirley J. Henley	05/03/2021
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature	18. Date
	X	/ /

19. Check one:

☒ Initial Agreement ☐ Amendment # 1

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2020	860/30205	HMF (H)	$941,127
2019	869/20205	HMF (G)	$1,370
2018	868/10205	HMF (F)	$6,114

Regular City Council Meeting **6. 21.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract No. 15789, with Lee Lewis Construction, Inc., for construction of the Lubbock Police Department Headquarters Facility.

Item Summary

This contract for General Contractor services, is for the construction of the Police Headquarters, site improvements, and utilities for the project. The construction will consist of a 50,600 square foot, 3-story structure to be located in Lubbock, Lubbock County, Texas at 1402 15th Street.

In response to RFP 21-15789-TF, proposals were received from 4 contractors, and were evaluated using the following criteria: Price (60 points), Contractor Qualifications (25 points), Safety Record Questionnaire (5 points) and Construction Time (10 points) for a total point value of 100 points by each of the 4 evaluators. With a total maximum possible total of 400 points, the following ranking was obtained.

Contractor	Points in Descending Order
Lee Lewis Construction, Inc., Lubbock, Texas	386.0
Teinert Construction, Lubbock, Texas	372.8
Collier Construction, Lubbock, Texas	363.6
Hensel Phelps Construction Co., Austin, Texas	351.3

The Texas Local Government Code, Section 2269.155 requires the City to make a first attempt to negotiate a contract with the highest-ranking offeror. The City and its architect or engineer may discuss with the selected offeror, options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

After negotiations and discussion with the highest ranking offeror, Staff and Evaluation Committee recommends contract award to Lee Lewis Construction, Inc. of Lubbock, Texas for $15,800,000, with a construction duration of 510 days for final completion.

Fiscal Impact

$55,882,000 is appropriated in Capital Improvement Project No. 92551, Public Safety Improvements Project, with $15,800,000 available for this purpose.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Lee Lewis Construction, Contract 15789
Contract 15789
15789 Budget Summary Sheet
15789 Project Summary Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Public Works Contract No. 15789 for Police Headquarters as per RFP 21-15789-TF, by and between the City of Lubbock and Lee Lewis Construction, Inc., 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15789 – Police Headquarters
May 4, 2021

REVISED-1

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: April 9, 2021

PROJECT NUMBER: **RFP 21-15789-TF Police Headquarters**

Proposal of Lee Lewis Construction, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

ITEM	DESCRIPTION	TOTAL LUMP SUM
1	Base bid consists of the materials and labor for the construction of the above referenced Police Headquarters, as specified herein. **By putting an "X" in the following box, the Bidder is indicating that the $540,000 contingency allowance indicated in Section 01 20 00 Price and Payment is included in ITEM 1.** ☒	$ 15,775,000

ALTERNATES		
ITEM	**DESCRIPTION**	**TOTAL LUMP SUM**
A-1	Base bid consists of the materials and labor for the construction of the above referenced Police Headquarters, as specified herein. However, provide concrete pavement in lieu of asphalt. Refer to civil sheets.	$ 25,000
~~A-2~~	~~Base bid consists of the materials and labor for the construction of the above referenced Police Headquarters, as specified herein. However, provide alternate pricing to provide mid-iron glass for all exterior G10 glazing in lieu of low-iron glass.~~	~~$ 10,000~~

Total (Item1 and Alternate A-1): $15,800,000

REVISED-1

ADDITIONAL UNIT PRICE OPTIONS, PER ARCHITECT'S ADDENDUM NO. 2 - MODIFICATION TO SECTION 01 20 00 PRICE AND PAYMENT – UNIT PRICES REVISED PARAGRAPH 1.6, ITEM G

ITEM	DESCRIPTION	QTY (+/-)	UNIT	COST PER UNIT
A	Provide unit cost for added steel tonnage (fabricated and delivered to site)	1	Ton	7,400 ≠
B	Provide unit cost for steel erection	1	Ton	950 ≠
C	Provide unit cost for detailing and drafting	1	Man Hour	80 ≠

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 450 **(to Substantial Completion)**

TOTAL CONSECUTIVE CALENDAR DAYS: 510 **(to Final Completion)**

(not to exceed 480 consecutive calendar days to Substantial Completion / 540 consecutive calendar days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project within **480 Consecutive Calendar Days** with **final completion** within **540 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of **$2,000** for each consecutive calendar day after **substantial completion** and liquidated damages in the sum of **$2,000** for each consecutive calendar day after **final completion** set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

JS Offeror's Initials

REVISED-1

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

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

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

Date: April 9, 2021

Authorized Signature

Jason Smith, President
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary Judy Ward

Lee Lewis Construction, Inc.
Company

7810 Orlando Avenue
Address

Lubbock, Lubbock
City, County

Texas, 79423
State Zip Code

Telephone: (806) - 797-8400

Fax: (806) - 797-8492

Email: jsmith@leelewis.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-1680801

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 03/25/2021
Addenda No. 2 Date 04/01/2021
Addenda No. 3 Date 04/02/2021
Addenda No. 4 Date 04/05/2021

M/WBE Firm:

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

City of Lubbock, TX
Capital Project
Project Cost Detail
May 25, 2021

Capital Project Number: 92551
Capital Project Name: Public Safety Improvements Project

	Headquarters	East Substation	North Substation	South Substation	Evidence Warehouse	Municipal Courts	Total
	92551.10000	**92551.20000**	**92551.30000**	**92551.40000**	**92551.50000**	**92551.60000**	
Encumbered/Expended							
Advertising	511	1,449	-	-	-	177	2,137
Acquisition/Title Co.	16,332	670	432,730	-	-	-	449,732
Temporary Construction	-	7,650	-	85	394	-	8,129
Archaeology Survey	-	975	-	-	910	-	1,885
Miscellaneous Charges	646	3,141	15,391	19,856	726	271	40,031
MWM Contract #13951	-	713,320	337,865	326,840	-	-	1,378,025
PSC Contract #14153	1,812,289	-	-	-	-	-	1,812,289
Hugo Reed - Survey	3,500	-	-	-	7,500	7,500	18,500
Phase I Assessment	3,000	-	-	-	2,150	-	5,150
Geotechnical Report	-	-	-	-	11,535	-	11,535
FFA Contract #14079	-	-	-	-	99,273	-	99,273
TEI Contract #14163	-	-	-	-	12,500	-	12,500
RSA Contract #14190	-	-	-	-	-	619,380	619,380
PSC Contract #14153 Amendment 1	66,500	-	-	-	-	-	66,500
FF&E	2,883	-	-	-	-	-	2,883
Lee Lewis Contract #14224	-	5,911,358	5,741,888	6,255,031	-	-	17,908,277
RSA Contract #14190 Amendment 1	-	-	-	-	-	16,250	16,250
Lee Lewis Contract #15202 Amendment #1	-	-	-	-	-	4,415,200	4,415,200
PD Substations FF&E	-	241,741	241,741	241,741	-	-	725,224
Agenda Item May 25, 2021							
Lee Lewis Contract #15789	15,800,000	-	-	-	-	-	15,800,000
Encumbered/Expended To Date	17,705,660	6,880,305	6,769,615	6,843,554	134,988	5,058,779	43,392,900
Estimated Costs for Remaining Appropriation							
Communications, Technology, Move, etc.	12,489,100						
Remaining Appropriation	12,489,100						
Total Appropriation	$ 55,882,000						

Purchasing and Contract Management

Project Summary

RFP 21-15789-TF Police Headquarters

Notice was published in the Lubbock Avalanche Journal on March 7 & March 14, 2021.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com from March 5 to April 9, 2021.
39 individuals attended the pre-proposal conference.
99 vendors viewed using BidSync.com.
19 vendors downloaded the documents.
8 vendors were notified separately.
4 vendors submitted a proposal.

Regular City Council Meeting **6. 22.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001502, with CDW Government, Inc., for the purchase of the Mimecast Email Management System, Security with Threat Protection, as well as training and migration services.

Item Summary

The purchase from CDW Government, Inc., in the amount of $118,530.01 is for Mimecast Email Management, Security with Threat Protection, training and migration services. Email is the primary threat vector for malware such as ransomware. An updated email security management platform is needed to help meet the rapidly evolving cyber security threats presented through everyday email messages.

The purchase is made available through the National Intergovernmental Purchasing Alliance, Total Cloud Solutions Contract R171001.

Fiscal Impact

The purchase price of $118,530.01 is being made through the Information Technology Equipment Capital Outlay - Computer Equipment Account and is approved in the Adopted FY 2020-21 Operating Budget. The annual renewals will be budgeted in the Information Technology's Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution for PO 33001502

CDW Government PO 33001502

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. 33001502 for the purchase of computer software, by and between the City of Lubbock and CDW Government, Inc., of Chicago, Illinois, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.-PurchaseOrd 33001502 – Computer Software
May 5, 2021

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/4/2021
Order Number 33001502 000 OP
Branch/Plant 3410

TO:
CDW GOVERNMENT INC
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 5/4/2021 Freight .
Requested 6/1/2021 Taken By J MONTES
Delivery Per J Zhine / Req # 57350 PUR 15907 / NIPA R171001 Quote # MCLK477

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Mimecast Cyber Resilience Pro	2,500.000	44.5300	EA	111,325.00	6/1/2021
Plan #M_CYBER-RES-PRO_1000_A					
Mimecast Legendary Cust Supp	1.000	3,006.0100	EA	3,006.01	6/1/2021
PkgGold TechSup 1Y #M-LCS_GD_A					
ProServ Managed Implementation	1.000	999.0000	EA	999.00	6/1/2021
#M_IMP_MGD_OO					
Mimecast Implementation	1.000		EA		6/1/2021
#M_ATIOS_OO					
Mimecast Implementation Servic	1.000		EA		6/1/2021
Web security #M_WI_OO					
Mimecast Partner MGB Migration	5,000.000		EA		6/1/2021
#M_PMMSMCAPIE2E_OO					
Mimecast Education Prem Sub	1.000	3,200.0000	EA	3,200.00	6/1/2021
#M_EDU_PREM_A					

Total Order

Terms NET 30

118,530.01

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/4/2021
Order Number 33001502 000 OP
Branch/Plant 3410

TO:	SHIP TO:
CDW GOVERNMENT INC 75 REMITTANCE DRIVE SUITE 1515 CHICAGO IL 60675-1515	CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT LUBBOCK TX 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	5/4/2021	Freight	.
Requested	6/1/2021	Taken By	J MONTES
Delivery Per J Zhine / Req # 57350		PUR 15907 / NIPA R171001	

This purchase order encumbers funds in the amount of $118,530.01 awarded to CDW Government, Inc. of Chicago, IL, on _____ 2021. The following is incorporated into and made part of this purchase order by reference: National IPA R171001, quote MCLK 477 dated May 3, 2021 from CDW Government, Inc. of Chicago, IL, Resolution# _____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. 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 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.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. 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.

27. HOUSE BILL 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).

28. 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.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. HB 89 The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that: (1) The Contractor does not boycott Israel; and(2) The Contractor will not boycott Israel during the term of the Agreement.

32. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

34. Pursuant to Section 552.234(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: orr@mylubbock.us. Please send this request to this email address for it to be processed.

QUOTE CONFIRMATION

DEAR JAMES BROWN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MCLK477	5/3/2021	MBVQ580	1293402	$118,530.01

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MIMECAST CYBER RESILIENCE PRO PLAN Mfg. Part#: M_CYBER-RES-PRO_1000_A Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	2500	6156042	$44.53	$111,325.00
Mimecast Legendary Customer Support Package Gold - technical support - 1 ye Mfg. Part#: M_LCS_GD_A Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	1	5066739	$3,006.01	$3,006.01
Professional Services Managed Implementation - implementation Mfg. Part#: M_IMP_MGD_OO Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	1	5066745	$999.00	$999.00
MIMECAST AT IMPLEMENATION Mfg. Part#: M_ATIOS__OO Electronic distribution - NO MEDIA Contract: MARKET	1	5913208	$0.00	$0.00
Mimecast Implementation Services - implementation - for Mimecast Web Securi Mfg. Part#: M_WI_OO Electronic distribution - NO MEDIA Contract: MARKET	1	5375511	$0.00	$0.00
MIMECAST PARTNER MGD MIG Mfg. Part#: M_PMMSMCAPIE2E_OO Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	5000	5935276	$0.00	$0.00
MIMECAST EDUCATION PREM SUB Mfg. Part#: M_EDU_PREM_A Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	1	6082953	$3,200.00	$3,200.00

PURCHASER BILLING INFO	SUBTOTAL	$118,530.01

Billing Address: CITY OF LUBBOCK ACCTS PAYABLE PO BOX 2000 LUBBOCK, TX 79457-0001 **Phone:** (806) 775-3000 **Payment Terms:** Net 30 Days-Govt State/Local	**SHIPPING**	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$118,530.01**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF LUBBOCK JAMES BROWN 1314 AVENUE K BASEMENT LUBBOCK, TX 79401-2606 **Shipping Method:** ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
	Peter McGee	|	(877) 708-8009	| petmcge@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$118,530.01	**$3,145.79/Month**	**$118,530.01**	**$3,642.43/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Regular City Council Meeting **6. 23.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order 31059219, with Randall Reed's Prestige Ford, for the purchase of two mid-size SUVs for the Lubbock Police Department.

Item Summary

Purchase Order 31059219 for $57,950.00, is for the purchase of 1 mid-Size SUV for Police Investigations and 1 mid-size SUV for Police Administration.

In response to ITB 21-15831-CM, bids were received and opened on May 4, 2021, from the following vendors.

Vendor	Units	Cost per Unit	Total Cost
Randall Reed's Prestige Ford, Garland, Texas	Units	$28,975.00	$57,950.00
Jim Bass Ford, San Angelo, Texas	Units	$28,985.00	$57,970.00
Watsonville Fleet Group, Watsonville, California	Units	$33.386.14	$66,772.28

Staff recommends award to the lowest bidder who met all specifications, Randall Reed's Prestige Ford of Garland, TX for $28,975.00 each, for a total price $57,950.00.

Vehicle #1, Replacement vehicle for Police Investigations
$8,200 from the Property Insurance Deductible Account in the FY 2020-21 Operating Budget of Risk Management
$20,775 from the Police Investigations Equipment Capital Motor Vehicles Fund in the FY 2020-21 Operating Budget

Vehicle #2, Replacement vehicle for Police Administration
$15,325 from the Property Insurance Deductible Account in the FY 2020-21 Operating Budget of Risk Management
$13,650 from the Police Administration Equipment Capital Motor Vehicles Fund in the FY 2020-21 Operating Budget

Fiscal Impact

$23,525 from Risk Management's Property Insurance Deductible Account
$34,425 from PD's Administration Equipment Capital Motor Vehicles Fund

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution - 2 SUVs for PD
PO 31059219 (c) RANDALL REEDS PRESTIGE FORD
Bid Tab - SUVs for PD
Project Summary - SUVS for PD

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. 31059219 for the purchase of mid-size SUV's for Police Patrol as per ITB 21-15831-CM, 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 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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ for:
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.-PurchaseOrd 31059219 – Mid-Size SUV's for Police Patrol
May 7, 2021

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 5/11/2021
Order Number 31059219 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
PO BOX 472247
GARLAND TX 75047

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK TX 79404

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

BY:_____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 5/7/2021 Freight .
Requested 5/7/2021 Taken By C MULLEN
Delivery PER J LOERWALD REQ 57376 ITB 21-15831-CM/PUR 15831

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
2021 FORD EXPLORER	2.000	28,975.0000	EA	57,950.00	5/7/2021

CC 5731

Total Order

Terms NET 30 57,950.00

This purchase order encumbers funds in the amount of $57,950 awarded to Randall Reed's Prestige Ford of Garland, TX, on _____, 2021. The following is incorporated into and made part of this purchase order by reference: ITB 21-15831-CM from Randall Reed's Prestige Ford of Garland, TX, dated May 4, 2021.

Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

12. 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 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.

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. 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.

27. HOUSE BILL 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).

28. 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.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. HB 89 The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that: (1) The Contractor does not boycott Israel; and(2) The Contractor will not boycott Israel during the term of the Agreement.

32. The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

33. TEXAS PUBLIC INFORMATION ACT. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

34. Pursuant to Section 552.234(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: open@mylubbock.us. Please send this request to this email address for it to be processed.

ITB 21-15831-CM
Two Mid-Size SUVs for Police Department

			Randall Reed's Prestige Ford		**Jim Bass Ford, Inc**		**Watsonville Fleet Group**	
		Total Cost	$57,950.00		$57,970.00		$66,772.28	
Items	Quantity	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Two Mid-Size SUVs Per Specifications	2	EA	$28,975.00	$57,950.00	$28,985.00	$57,970.00	$33,386.14	$66,772.28

City of Lubbock
Two Mid-Size SUVs for Police Department
Bid Tabulation

ITB 21-15831-CM
Two Mid-Size SUVs for Police Department

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	*2*	*EA*	*Two Mid-Size SUVs Per Specifications*			
			Randall Reed's Prestige Ford	**Garland, TX**	**$ 28,975.00**	**$ 57,950.00**
			Jim Bass Ford, Inc	San Angelo, TX	$ 28,985.00	$ 57,970.00
			Watsonville Fleet Group	Watsonville, CA	$ 33,386.14	$ 66,772.28

Purchasing and Contract Management

Project Summary

ITB 21-15831-CM Two Mid-Size SUVs for Police Department

Notice was published in the Lubbock Avalanche Journal.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on Bonfire.com from April 11th to May 4th, 2021.
11 vendors downloaded the documents from Bonfire.com.
8 vendors were notified separately.
3 vendors submitted a Bid.

Regular City Council Meeting **6. 24.**

Meeting Date: 05/25/2021

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider an ordinance to amend Section 22.02.103 of Title I, Chapter 22, Article 22.02, Division 3, of the Lubbock Code of Ordinances, to permit Lubbock Power & Light to update the fee structure for recovery of the cost of providing underground electric distribution service as part of the annual review and approval of the LP&L Electric Rate/Tariff Schedule.

Item Summary

For any new development project within LP&L's service territory, engineering staff must collaborate with developers to determine the best route to deliver electricity. Doing so requires underground line extensions through easements or public right of way. Utility cost recovery fees are assessed to permit the utility to re-coup a portion of costs incurred during construction of such extensions. The intent of any assessment is to balance the initial investment to increase meters with actual installation costs.

The last change to the fee structure for utility recovery of fees occurred in 2004 for commercial developments and in 2006 for residential developments. In addition to increases in construction costs since that time, residential subdivisions without alleys have been introduced, which significantly increases construction costs.

The EUB has recommended to the City Council the amendment of Section 22.02.103 of the City Code of Ordinances to permit LP&L to make changes to the fee structure through the LP&L Electric Rate/Tariff, which is updated at least annually as part of the LP&L Electric Rate/Tariff review and approval process.

Fiscal Impact

Utility cost recovery fees are dependent on new development projects and vary annually. A proposed increase will be submitted as part of the FY 2021-22 operating budget to recoup a portion of these costs.

Staff/Board Recommending

David McCalla, Director of Electric Utilities

Attachments

City Council Ordinance Amendment

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 22.02.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK RELATED TO THE REVIEW OF THE FEE STRUCTURE FOR UTILITY COST RECOVERY REGARDING THE PROVISION OF UNDERGROUND ELECTRIC DISTRIBUTION SERVICE TO DEVELOPMENTS; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of the City of Lubbock to update certain portions of the City of Lubbock code ordinances by proposing certain amendments to Section 22.02.103 of the Code of Ordinances with regard to the City of Lubbock's electric utility;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council for approval, and is responsible for the proper implementation of the Rate Schedule pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, as part of its review of the tariff, it is in the best interest of the citizens of Lubbock for the Electric Utility Board to annually review fees for certain undergrounding activities as provided in Section 22.02.103 of the Code of Ordinances; NOW THEREFORE

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

This article shall be in full force and effect on or after July 1, 2021.

SECTION 1. THAT Section 22.02.103(a) of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.02.103 Fees

(a) The utility shall collect the following fees from the developer to recover the cost of providing underground electric distribution service to developments subject to this division. The developer shall be required to pay to the utility in advance of construction as an aid to construction for underground electric distribution the following fees with all measurements being taken per the centerline of the alley, easement or right-of-way:

Beginning:

7/1/2003: twelve dollars ($12.00) per linear foot.

7/1/2004: fourteen dollars ($14.00) per linear foot.

7/1/2005: sixteen dollars ($16.00) per linear foot.

7/1/2006: eighteen dollars ($18.00) per linear foot.

7/1/2007: City council will review the fee structure outlined above and may by resolution alter the fee structure that applies to all electric utilities, as defined herein, to reflect the actual costs incurred in providing underground utility service.

1/1/2012: The electric utility board will review the fee structure outlined above and may by resolution request that the city council alter the fee structure as it applies to the city's municipally owned electric utility, Lubbock Power and Light, to reflect the actual costs incurred by Lubbock Power and Light in providing underground utility service.

07/1/2021: The electric utility board will annually review the fee structure outlined above and may alter the fee structure as it applies to the City's municipally owned electric utility, Lubbock Power & Light, to reflect the actual costs incurred in providing underground utility service by: (i) resolution to the city council requesting such alteration(s) to the fee structure as provided above, or (ii) review, approval, and recommendation of approval of the Electric Rate/Tariff Schedule to the City Council to include such fee structures and make alterations thereto.

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

SECTION 3. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED

Passed by the City Council on first reading this ____ day of _____, 2021.

Passed by the City Council on second reading this ____ day of _____, 2021.

_____
DAN POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

_____
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM

_____
Hunter Harrison, LP&L Electric Utilities Attorney

Regular City Council Meeting **7. 1.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 1788-F, a request of McDougal Realtors for Lubbock Prosperity, L.P., for a zone change from General Retail District (C-3) to General Retail District (C-3) Specific Use for a Blood Plasma Center, at 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 1788-F
Staff Report 1788-F
Documentation 1788-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1788-F; A ZONING CHANGE FROM C-3 TO C-3 SPECIFIC USE FOR A BLOOD PLASMA CENTER, AT 4841 50TH STREET, LOCATED SOUTH OF 50TH STREET AND EAST OF WAYNE AVENUE, GREENBRIER ADDITION, LOT H, 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. 1788-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-3 Specific Use** for **a Blood Plasma Center** zoning district at **4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC1788-F
May 6, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 1788-F
City Council Meeting	May 25, 2021

Applicant McDougal Realtors

Property Owner Lubbock Prosperity, LP

Council District 4

Recommendations

- Staff recommends approval.

Prior Board or Council Action

- April 28, 1955: This property was annexed through Ordinance No. 1683.
- November 22, 1955, Zone Case 540: This property was zoned to Single-Family District (R-1).
- November 22, 1966, Zone Case 1430-A: This property was zoned from R-1 to Local Retail District (C-2), Multi-Family District (R-3), and High-Rise Apartment District (A-3).
- July 10, 1969, Zone Case 1585-A-1: This property was zoned from R-3 to Family Apartment District (A-1)
- March 9, 1972, Zone Case 1788: This property was zoned from C-2, A-3 and A-1 to C-2 and High-Density Apartment District (A-2).
- July 12, 1973, Zone Case 1788-A: This property was zoned from R-1, C-2, and A-2 to C-2.
- April 10, 1980, Zone Case 1788-B: This property was zoned from C-2 to General Retail District (C-3).
- April 16, 1980, Special Exception Case E-0887: This property was granted a special exception for a greenhouse and plant nursery.
- May 6, 2021, Zone Case 1788-F: The Planning and Zoning Commission recommended approval of a zone change to C-3 with a Specific Use for a Blood Plasma Center by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1955 and was developed with a commercial building in 1980.

Adjacent Property Development

The property northwest of the subject property is zoned C-2, and the properties to the east are zoned C-2 and Commercial District (C-4) with a Specific Use for a Self-Storage Facility, and have been developed with commercial buildings. The properties to the north are zoned C-2 and Restricted Local Retail District (C-2A), and have been developed with commercial buildings. The properties to the south are zoned R-1 and have been developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed at 4841 50th Street and is located south of 50th Street and east of Wayne Avenue. The applicant requests to re-zone the subject property from C-3 to C-3 with a Specific Use for a Blood Plasma Center.

Current zoning: **General Retail District (C-3)**

Requested zoning: **General Retail District (C-3) with a Specific Use for a Blood Plasma Center**

Intent Statements
The intent of the current C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the proposed Specific Use District zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. The regulations require specific site planning on all aspects of proposed development to ensure that any variations of land uses or land use standards will be in harmony with the purposes and objectives of the zoning ordinance as stated in Section 1."

Traffic Network/Infrastructure Impacts
The proposed Specific Use location is along 50th Street, which is designated as a Principal Arterial, and Wayne Avenue, which is designated as a Local street by the Master Thoroughfare Plan. Principal Arterial roads are designed for a higher intensity of traffic, while Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed Specific Use will be suitable for these types of roads.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-3 zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Photos
F. Application and supporting documents

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 1788-F

Allowable Uses: General Retail District (C-3)

Transportation: The proposed development has points of access from 50th Street and Wayne Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
50th Street *Principal Arterial, Completed*	R.O.W. 110 feet, seven-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Wayne Avenue *Local, Completed*	R.O.W. 56 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 **Case 1788-F:** McDougal Realtors for Lubbock Prosperity, LP

Request for a Specific Use to allow a Blood Plasma Center on property zoned General Retail District (C-3), at:

- 4841 50th Street, located south of 50th Street and east of Wayne Avenue, Greenbrier Addition, Lot H.

PLANNER JACOB HAWKINS stated twenty-five (25) notifications were sent out with zero returned. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

ASSISTANT CITY ATTORNEY KELLI LEISURE asked if the above address is the address in its entirety. Staff replied it is, as the other tenant has a separate address**.**

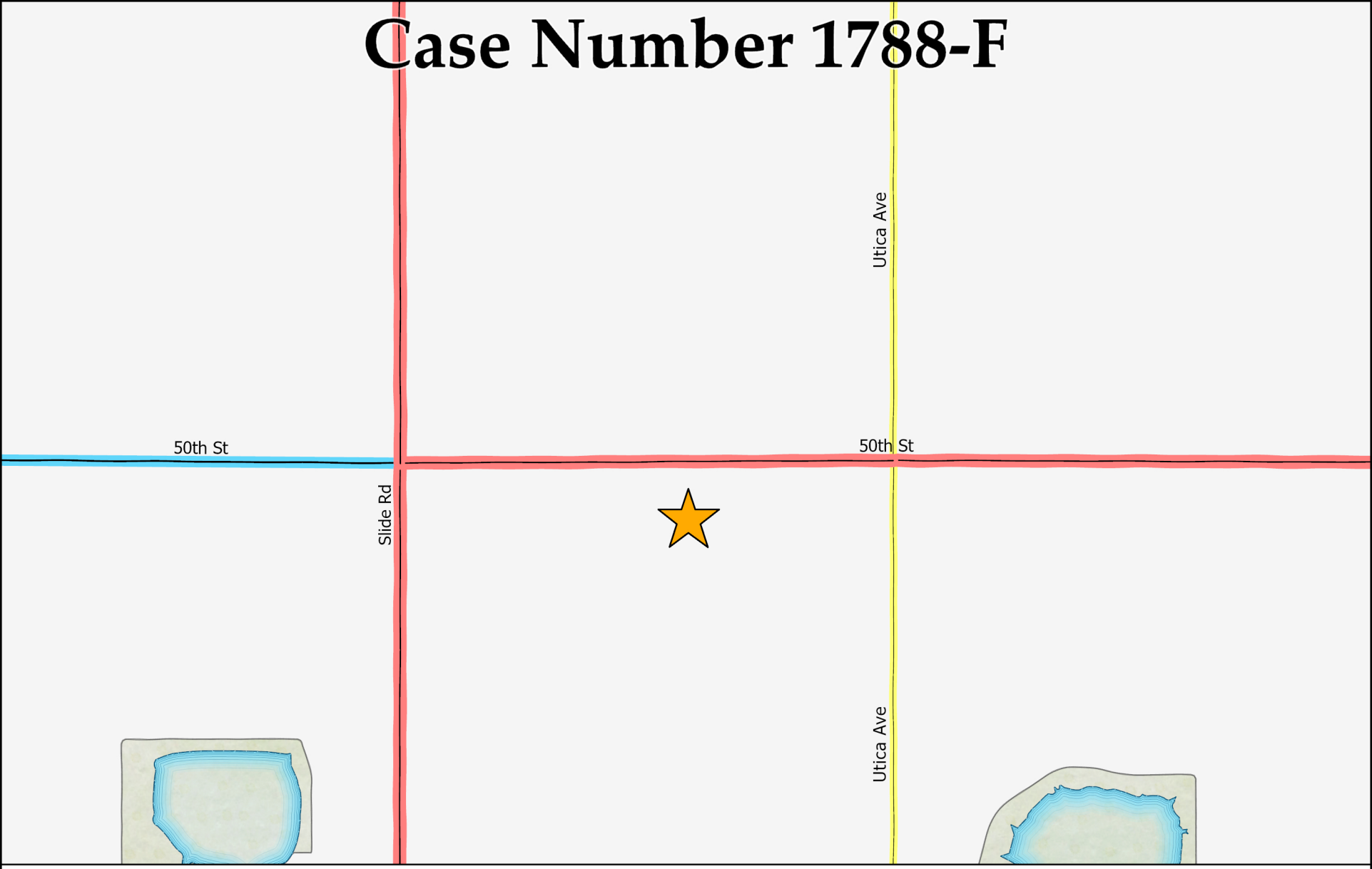
JEREMY STEEN with McDougal Realtors, 1500 Broadway, representing the applicant, advised he could answer any questions.

Public Hearing

WAYNE ARMSTRONG 3408 Belton Avenue stated the old Virginia College is going to be turned into Southcrest Christian School and wanted to know if there would be a separation requirement. Staff advised there would not.

In the matter of **Zone Case 1788-F** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 1788-F

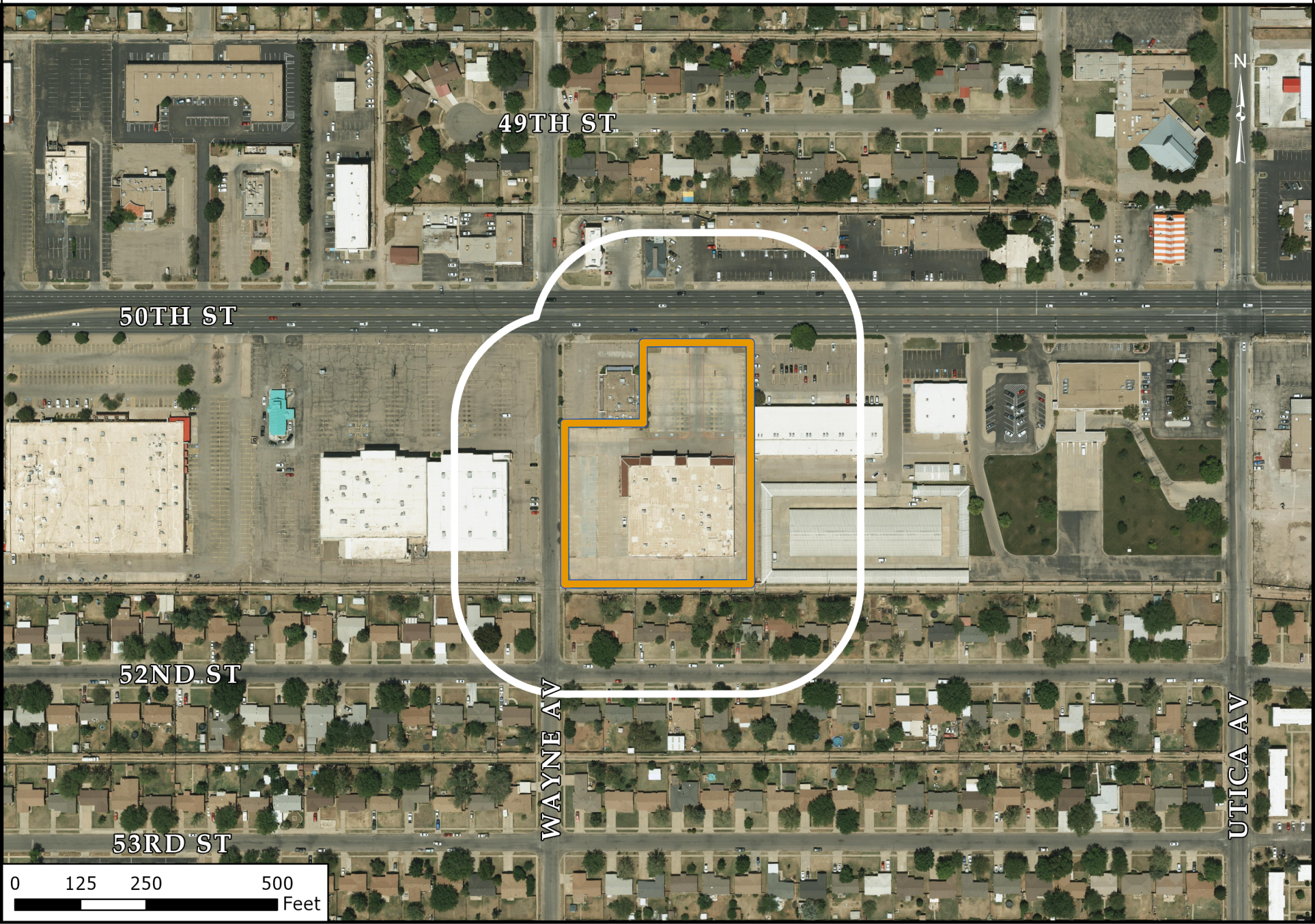


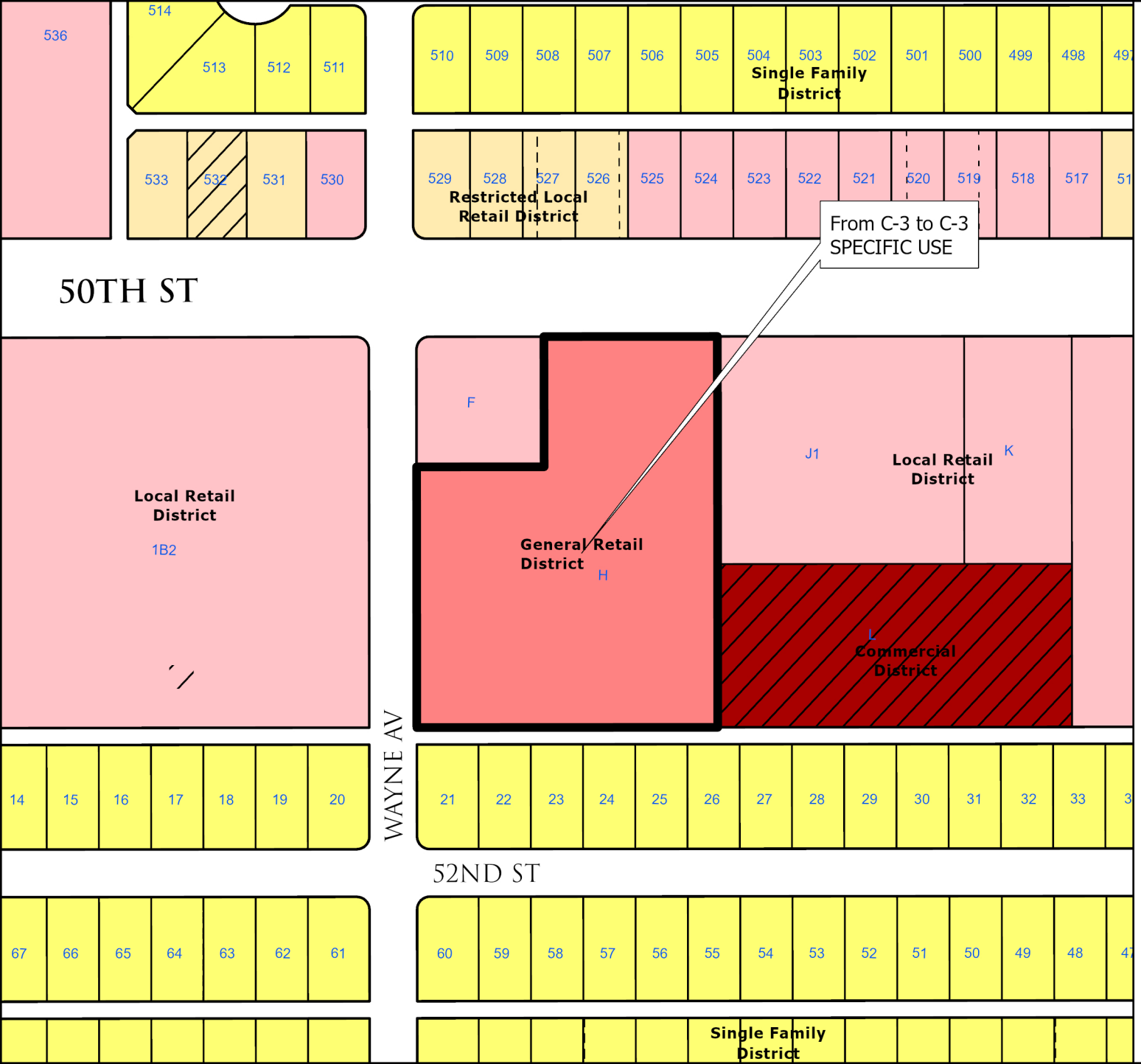
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: 4/12/2021

Case Number 1788-F





Current Zoning
1788-F

N

Zoning Districts

- Restricted Local Retail
- Restricted Local Retail Specific Use
- Local Retail
- Local Retail Specific Use
- General Retail
- Commercial Specific Use
- Single Family

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

1788-F

View of subject property. View south.

View of adjacent property. View east.

View of adjacent property. View west.

View of adjacent property. View north.

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 4841 50th Street

Lots/Tracts: Greenbrier Lot H

Survey & Abstract: Attached

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: 3.21

Existing Land Use: Shopping Center Existing Zoning: C-3

Requested Zoning: Specific Use - Blood Plasma Center

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: McDougal Realtors

Name: Jeremy Steen

Address: 1500 Broadway, Ste 1400 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-392-0578 Email: jeremy.steen@mcdougal.com

Applicant's Signature:

Date: 03/01/2021 Printed Name: Jeremy Steen

Owner Information

Firm Name: Lubbock Prosperity, LP

Owner: Dr Lillian Chou

Address: 4009 19th, Ste D City: Lubbock State: TX

ZIP Code: 79410 Telephone: 806-438-1731 Email: lillianchou55@hotmail.com

Property Owner's Signature:

Date: 03/01/2021 Printed Name: Lillian Chou aka Jui-Lien Chou Ho

Preparer Information

Preparer's Signature:

Date: 03/01/21 Printed Name: Jeremy Steen

For City Use Only

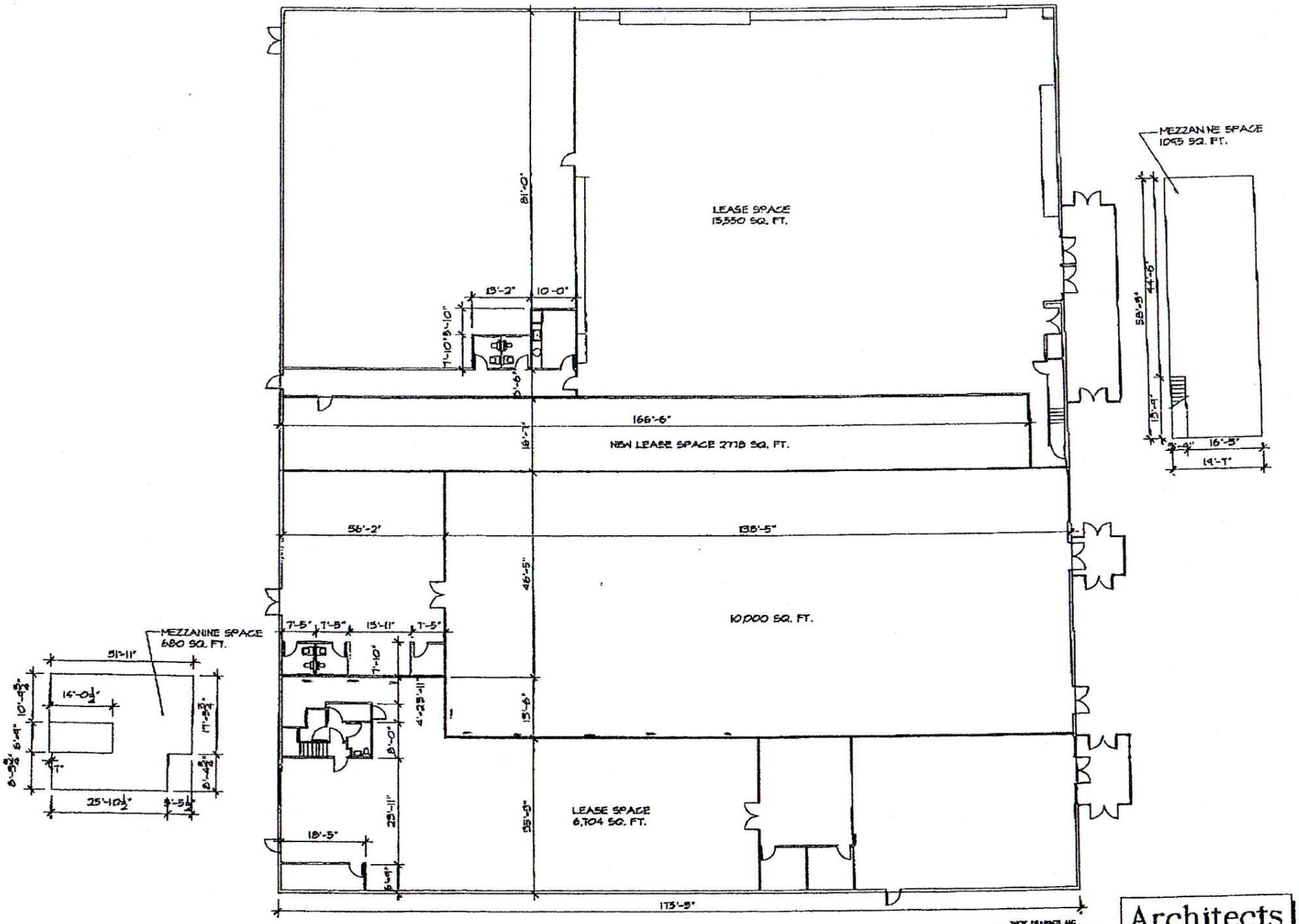
Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



PROPOSED FLOOR PLAN

SCALE: NOT TO SCALE

4841 50th LUBBOCK, TX 79414

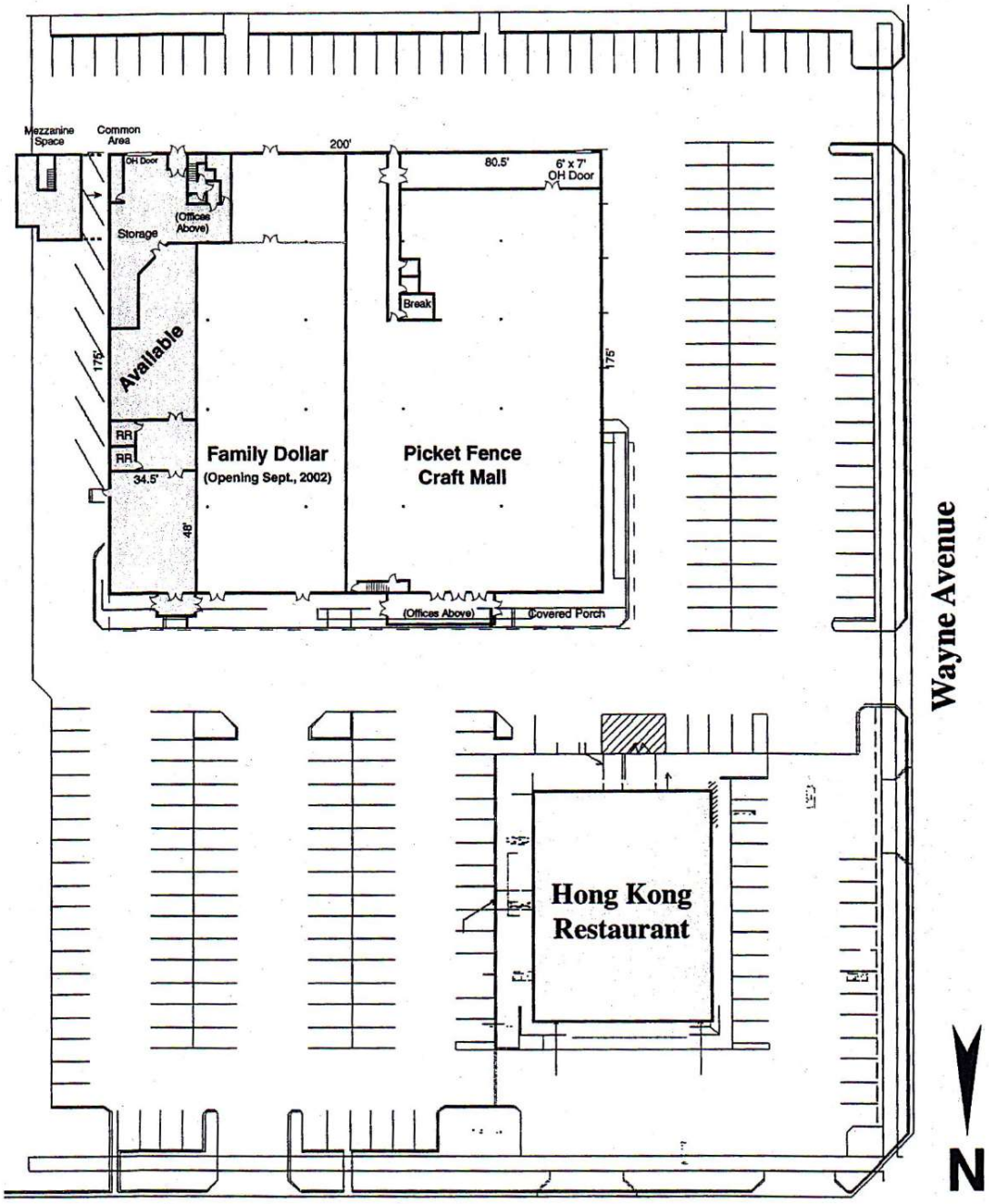
THESE DRAWINGS AND SPECIFICATIONS ARE OWNED AND COPYRIGHTED BY DANIEL D. MCQUEEN ARCHITECTS/ENGINEERS/CONSTRUCTION, INC. AND ARE NOT TO BE USED, COPIED, OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT AND UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WILL SUBJECT SUCH PERSONS TO DAMAGE AND CIVIL PENALTIES AND CHARGES.

Architects
Daniel D. McQueen
3330 70th Street, Suite 101
Lubbock, Texas 79413
(806) 797-0531 Fax: (806) 797-3017

6/02/02

PROPOSED 1

Site Plan


Mezzanine Space
Common Area
OH Door
(Offices Above)
Storage
200'
80.5'
6' x 7' OH Door
Break
Available
175'
RR
RR
34.5'
48'
Family Dollar
(Opening Sept., 2002)
Picket Fence
Craft Mall
(Offices Above)
Covered Porch
Wayne Avenue
Hong Kong
Restaurant
N
50th Street

Regular City Council Meeting **7. 2.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2909-E, a request of Callaway Architecture for S&S Commercial Properties, LTD, for a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM) at 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2909-E Ordinance
2909-E Staff Report
2909-E Documentation

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. 2909-E; A ZONING CHANGE FROM IHC TO AM ZONING DISTRICT AT 6401 SPUR 327, LOCATED SOUTH OF SPUR 327 AND EAST OF MILWAUKEE AVENUE, ON 2.289 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2909-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **AM** zoning district at **6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

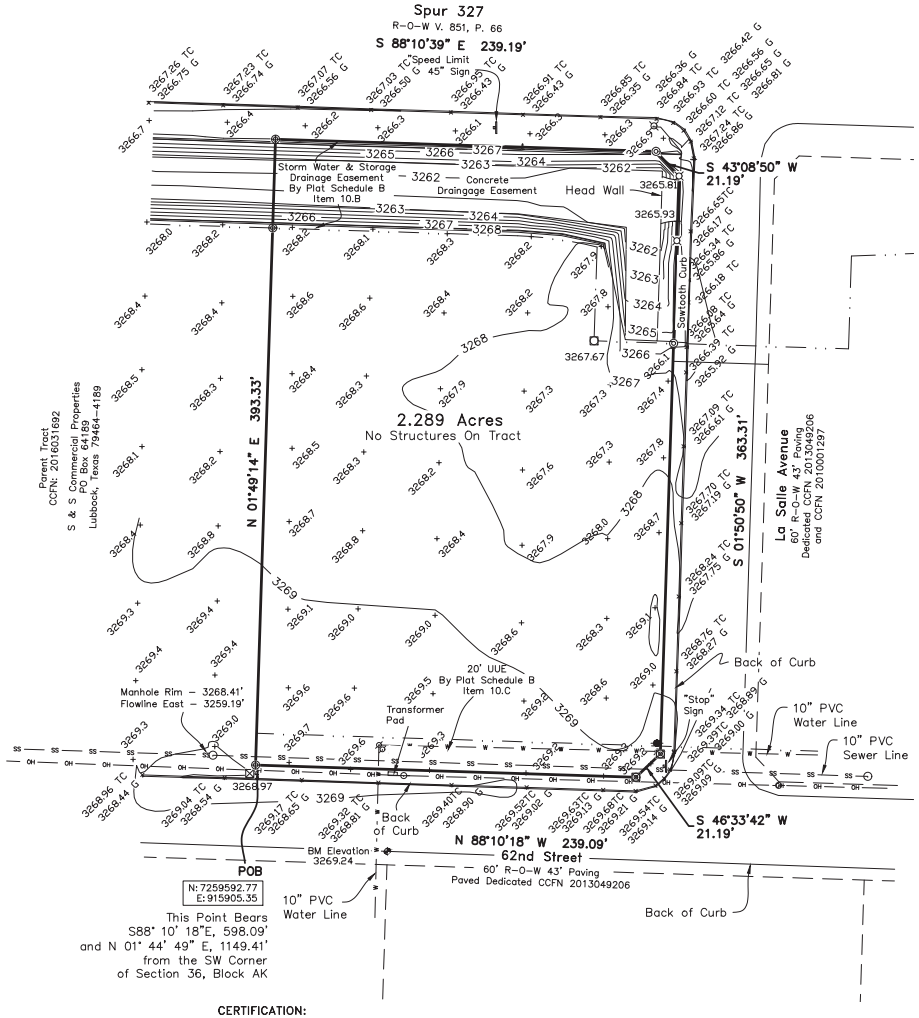
APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2909-E
May 6, 2021



CERTIFICATION:

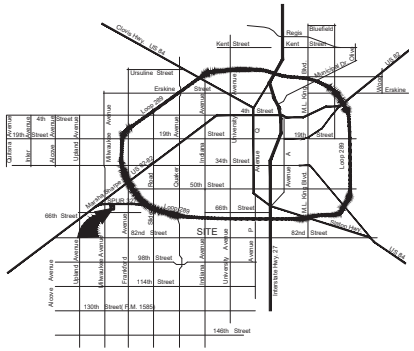
I hereby certify to Exceptional HealthCare Holdings, a Texas Corporation and Western Title of Lubbock that this map or plat and the survey on which it is based were made in accordance with the "2016 Minimum Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7 (a), 8, 9, 11, 13, 16, and 17 of Table A thereof. The field work was completed on December 18, 2020.

Date of Plat January 11, 2021

Jonathan Mark Cieszinski

Jonathan Mark Cieszinski, Texas RPLS No. 4460

STATE OF TEXAS REGISTERED J. M. CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR



Key Map No Scale

Table A Items

1. Monuments were found or set on all corners and are shown in Plat Legend.

2. Address: Address shown as 6401 Spur 327 on City of Lubbock GIS Map. Not Observed on site.

3. This tract is shown to lie within the limits of the 100-Year Flood Plain as shown on FEMA Map # 48303C0290G effective date 2/3/2017. Zone AE.

4. This site contains 2.289 Acres.

5. Elevations and Contours are based in the ground survey. Elevations are NAVD 1988.

7. (a.) There are no structures on this tract.

8. Substantial Features are shown on the plat.

9. There are no Parking Spaces.

11. Utility locations are based on visible evidence and maps supplied by various utility companies and the City of Lubbock. Dig Tess was called but some utilities may not have been marked. All utilities may not be shown. Call the Dig Tess before any excavation. Visible appurtenances are shown.

13. Names of adjoing owners according to the Lubbock Central Appraisal District is shown on this plat. This property is bounded on the Northeast and Southeast sides by streets. Maintain by the City of Lubbock or the Texas Department of Transportation.

16. No evidence of current earthmoving work, building construction or building additions was observed.

17. Changes in Right of Way. None known.

Surveyor's Notes

1. This plat is based on a survey made on the ground December 18, 2020.

2. Monuments shown as found on this plat were accepted by this surveyor as controlling evidence due to substantial agreement with record documents. All monuments found and accepted on this survey are physical monuments of record dignity.

3. No substantial discrepancies between the record documents and conditions on the ground were found on this survey.

4. All references to Volume and Pages contained with the Notes or referenced on this plat reference the records on file in the Lubbock County Court House.

5. Bearings and coordinates are based on the Texas North Central Zone Coordinate System (4202) NAD 83 2011, EPOH 2010.0000 determined by GPS observations.

6. Benchmark: Box on Top of Curb South side of 62nd Street, 200'± West of centerline of La Salle Avenue. Elevation : 3269.24

7. Easement Information:

This Surveyor has relied on the Commitment for Title Insurance. issued by First American Title Guaranty Company, for GF # 84717, Effective Date November 13, 2020 for Record Title Information and easement data. There are two easements Listed under Schedule B of the Title Commitment.

Item 10.B. is a storm water storage and drainage easement dedicated County Clerk File No. 2012049300 shown here on.

Item 10.C. is a underground utility easement dedicated County Clerk File No. 2012050304 shown here on.

ALTA/NSPS Land Title Survey

Legal Description

2.289 Acre Tract out of Section 36, Block AK, Lubbock County, Texas,

FIELD NOTES on a 2.289 acre tract out of the 3.174 acre tract described in Lubbock County Clerk File Number 2016031692 and out of Section 36, Block AK and further described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with green cap marked RPLS 4460 (hereinafter referred to Abacus Cap) having Texas North Central Zone Coordinates of North 7259592.77, East 915905.35 (NAD 83, 2011, Epoch 2010.0000) in the South line of the 3.174 acre tract for the Southwest corner of this tract which bears S 88°10'18" E (Texas North Central Zone Bearing Basis), 598.09 feet and N 01°44'49" E, 1149.41 feet from the Southwest corner of Section 36, Block AK;

THENCE N 01°49'14" E, at 337.58 feet pass a set Abacus Cap, continuing for a total distance of 393.33 feet to a set Abacus Cap for the Northwest corner of this tract;

THENCE S 88°10'39" E, with the South line of Spur 327, a distance of 239.19 feet to a found 1/2" iron rod with yellow cap for the most Northerly Northeast corner of this tract;

THENCE S 43°08'50" W, 21.19 feet to a found "X" in concrete in the West line of La Salle Avenue, for the most Easterly Northeast corner of this tract;

THENCE S 01°50'50" W, with the West line of La Salle Avenue, 363.31 feet to a found 1/2" iron rod with steel cap marked Abacus Engineering RPLS 4460 for the most Easterly Southeast corner of this tract;

THENCE S 46°33'42" W, 21.19 feet to a found 1/2" iron rod with steel cap marked Abacus Engineering RPLS 4460 for the most Southerly Southeast corner of this tract;

THENCE N 88°10'18" W, with the North line of 62nd Street, 239.09 feet to the PLACE OF BEGINNING and containing 2.289 acres.

0 50 100 150

Graphic Scale: 1"=50'

Legend

- Bench Mark
- Fd. 1/2" Rod Witth Yellow Cap
- Fd. 1/2" Rod With Steel Cap (Marked Abacus Engineering RPLS 4460)
- Fd. "X" In Concrete
- Set 1/2" Rod With Green Cap (Marked RPLS 4460)
- Sign & Type
- Manhole
- 3 X 2 Cable Vault
- Water Valve
- Fire Hydrant
- Power Pole
- OH — Overhead Power Line
- W — Water Line
- SS — Sewer Line
- TC — Top of Curb
- G — Flowline Gutter
- CCFN — County Clerk File Number

ALTA/NSPS LAND TITLE SURVEY

2.289 Acre Tract out of Section 36, Block AK, Lubbock County, Texas,

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Count on It
806-745-7670

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

Planning Department
City of Lubbock

Staff Report	Zone Case 2909-E
City Council Meeting	May 25, 2021

Applicant Callaway Architecture

Property Owner S&S Commercial Properties, LTD

Council District 5

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- September 11, 1958: The property was annexed through Ordinance No. 2535 and zoned Single-Family District (R-1).
- April 12, 2001, Zone Case 2909: Subject Property rezoned to Interstate Highway Commercial District (IHC) from R-1.
- May 6, 2021 Zone Case 2909-E: Planning and Zoning Commission recommended approval of a zone change to Apartment-Medical District (AM) from IHC by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 6
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History

The subject site has remained vacant since its annexation in 1958.

Adjacent Property Development

The subject property is bounded by Spur 327 to the north. All other surrounding properties are zoned IHC. There are hotels to the south and southeast. The lot to the west is vacant. Finally, the adjacent lot to the east is developed with an auto dealership.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue. The applicant requests a zone change from Interstate Highway Commercial District (IHC) to Apartment-Medical District (AM), on as 2.289 acres of unplatted land out of Block AK, Section 36. The intent of this request is to develop a hospital.

Current zoning: **Interstate Highway Commercial District (IHC)**

Requested zoning: **Apartment-Medical District (AM)**

Intent Statements

The intent of the current IHC zoning 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."

The intent of the requested AM zoning is "… to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along Spur 327, which is designated as a Freeway by the Master Thoroughfare Plan, 2018. Freeways are intended to serve regional needs with high volumes of traffic. The existing infrastructure can easily service the intensity of uses in this district.

Compatibility with Surrounding Property
The proposed zone change is compatible with the surrounding area and the existing development. A hospital will be compatible with the adjacent non-residential uses of the auto dealership and hotels.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates the subject property for commercial/light retail land uses. The proposed zoning of AM is identified as low intensity office (p. 61), which is appropriate as nonresidential infill, and therefore appropriate in this location with other commercial uses.

Conformance with Zoning Ordinance
The proposed zone change is in conformance with the zoning ordinance and is appropriate adjacent the existing auto dealership and hotel uses already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed use and will not need additional public improvements.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letters

Staff Contacts

Aaron Calloway
Planner
Planning Department
806-775-2120
acalloway@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2909-E

Allowable Uses: Apartment-Medical District (AM)

Transportation: The proposed development has points of access from Spur 327 Frontage Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Spur 327 Frontage Road *Freeway, Completed*	R.O.W. 110 feet, six-lane, divided, paved	R.O.W. 110 feet, six-lane, divided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.3 **Case 2909-E:** Callaway Architecture for S&S Commercial Properties, LTD.

Request for a zone change to Apartment-Medical District (AM) from Interstate Highway Commercial District (IHC) at:

- 6401 Spur 327, located south of Spur 327 and east of Milwaukee Avenue, on 2.289 acres of unplatted land out of Block AK, Section 36.

PLANNER AARON CALLOWAY stated six (6) notifications were sent out, with two (2) returned in favor and zero (0) returned opposed. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

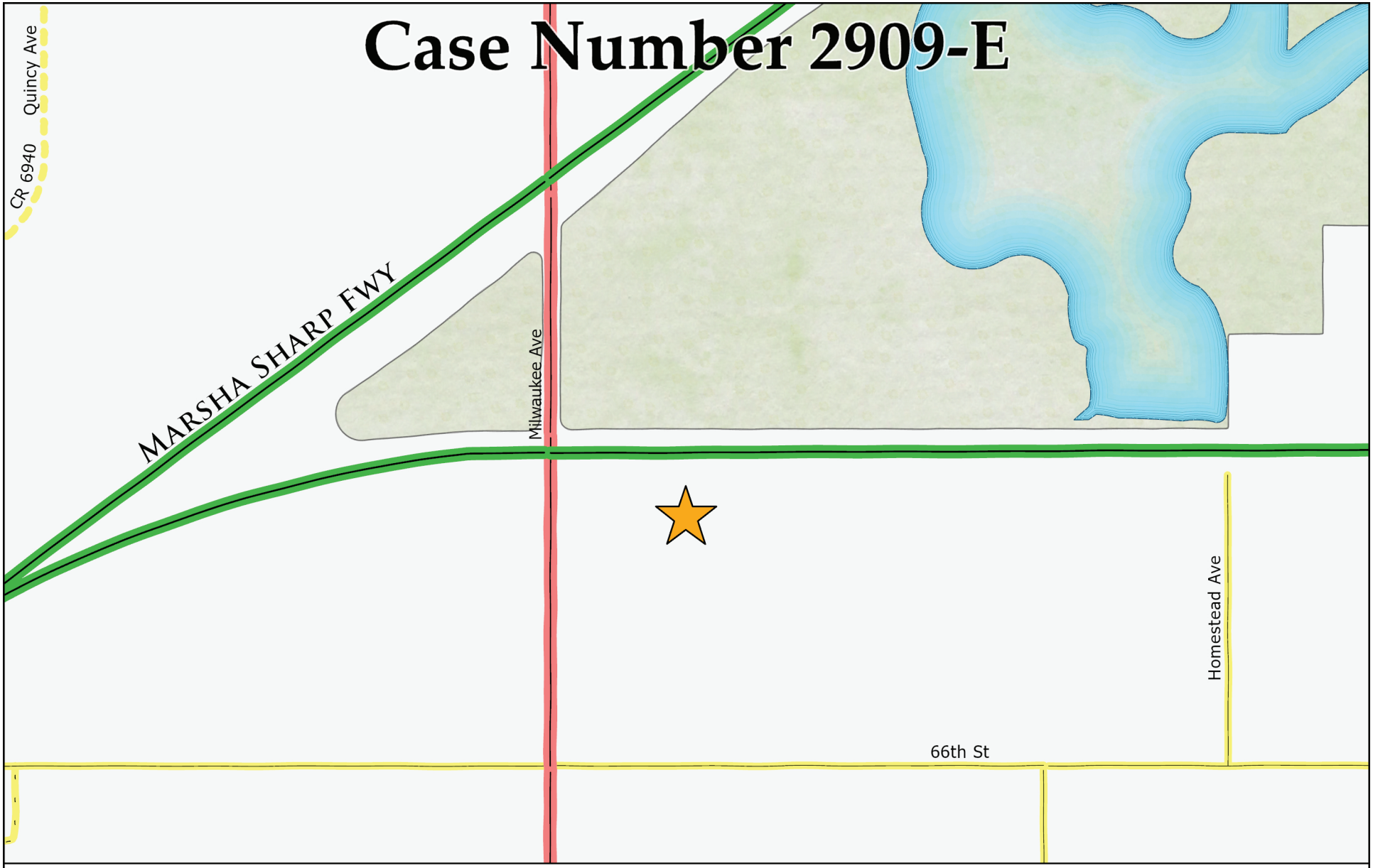
JEREMY STEEN with McDougal Relators 1500 Broadway representing the applicant as well as the buyer Dr. Patel, advised this will be a micro-hospital which allows longer stays for patients than freestanding Emergency rooms, which are limited to 23 hours maximum.

Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2909-E** a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

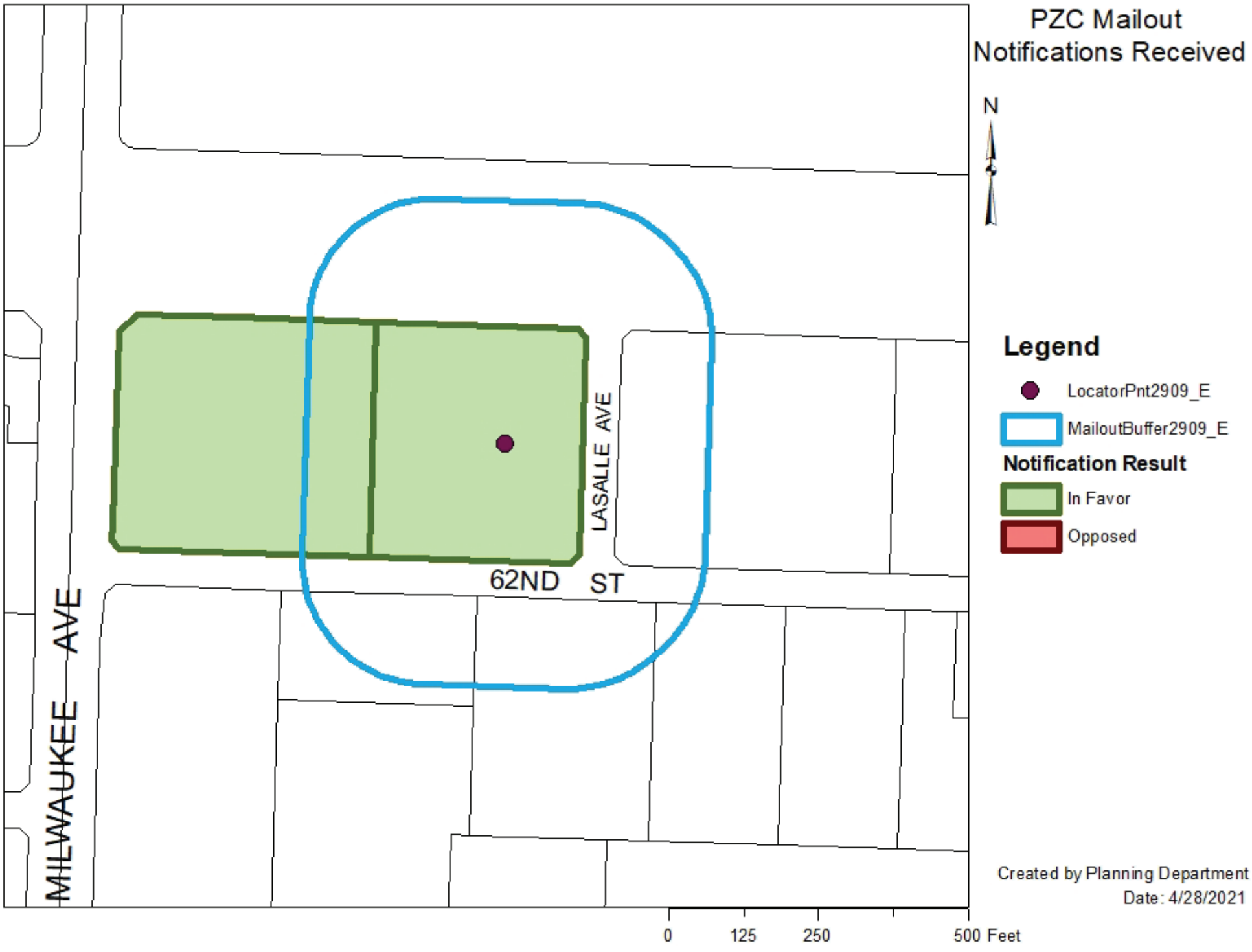
Case Number 2909-E



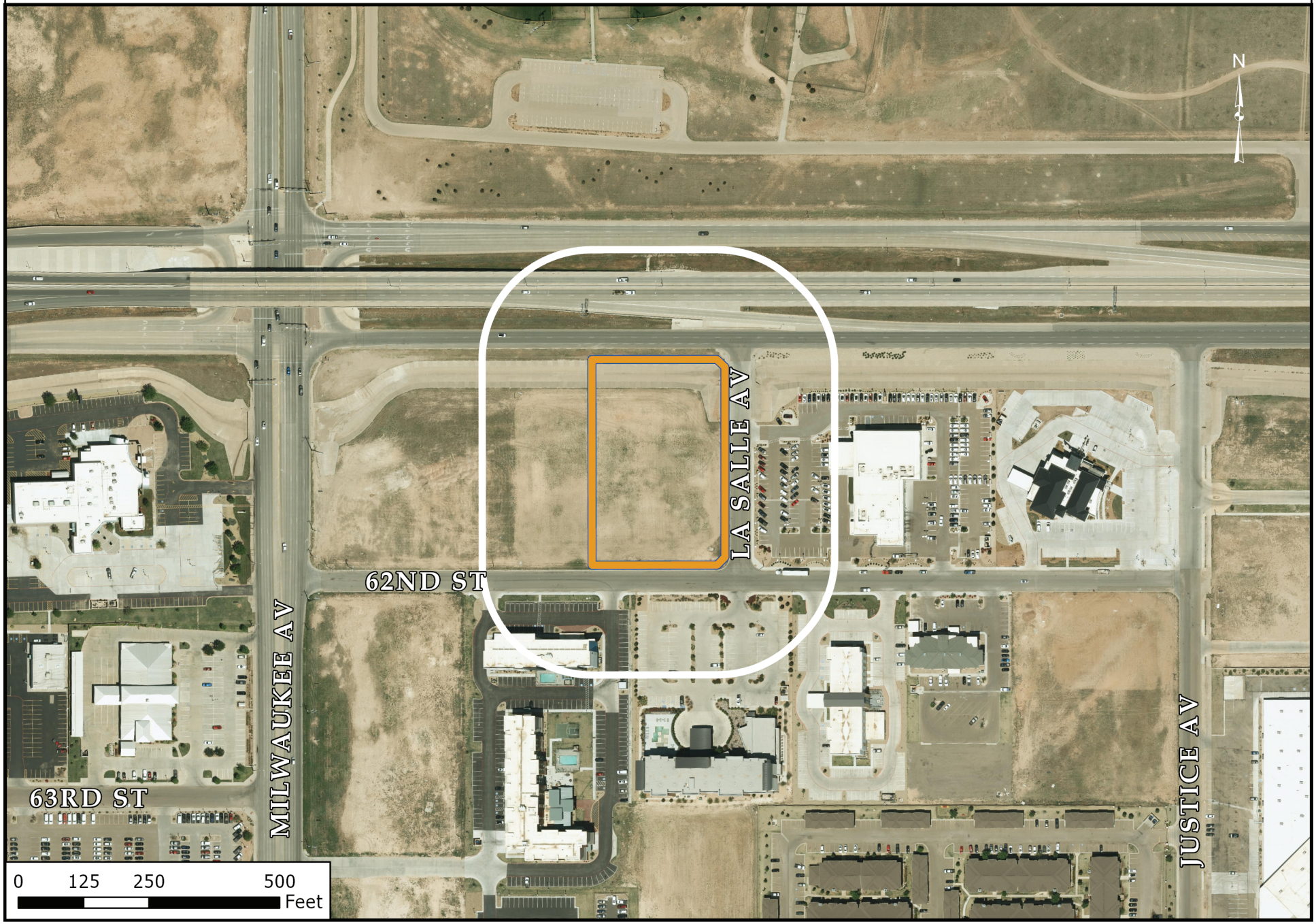
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

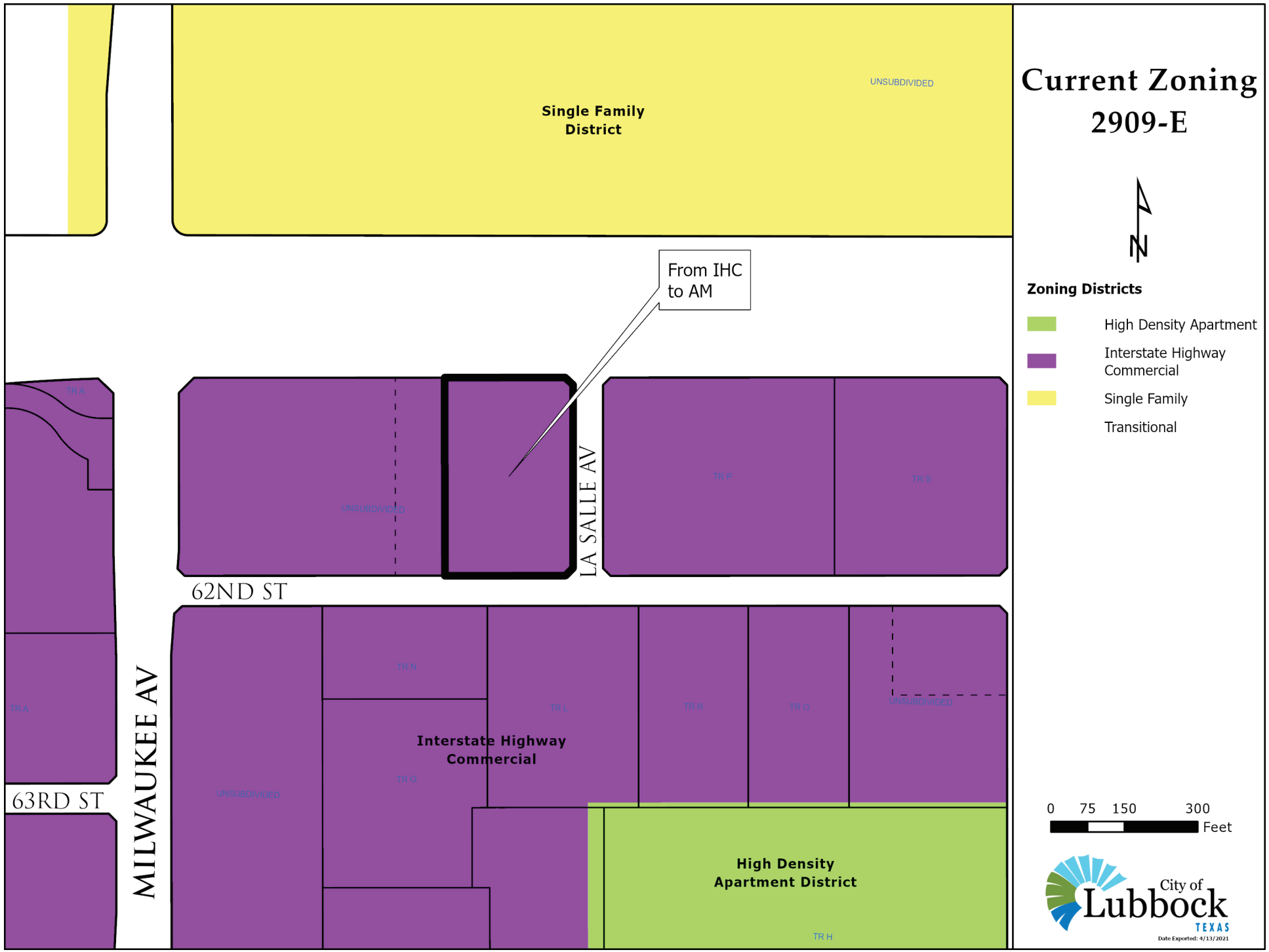
N
W E
S

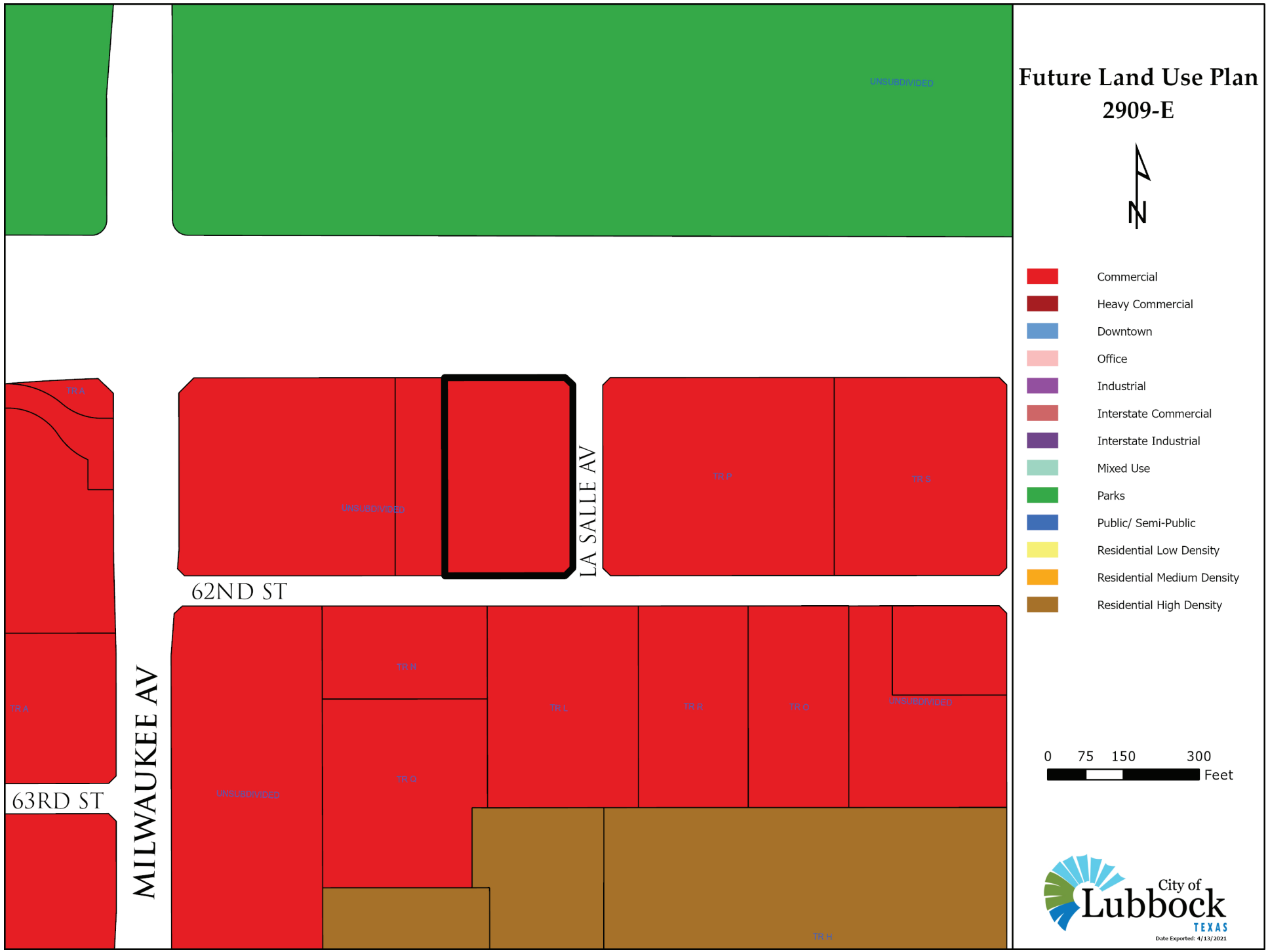
Date Exported: 4/12/2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt2909_E
MailoutBuffer2909_E
Notification Result
In Favor
Opposed
LASALLE AVE
62ND ST
MILWAUKEE AVE
0
125
250
500 Feet
Created by Planning Department
Date: 4/28/2021

Case Number 2909-E




Current Zoning
2909-E
N
Zoning Districts
High Density Apartment
Interstate Highway Commercial
Single Family
Transitional
Single Family District
UNSUBDIVIDED
From IHC to AM
LA SALLE AV
62ND ST
MILWAUKEE AV
63RD ST
Interstate Highway Commercial
High Density Apartment District
TR A
TR N
TR L
TR R
TR O
TR P
TR S
TR Q
TR H
0 75 150 300
Feet
City of Lubbock TEXAS
Date Exported: 4/13/2021


Future Land Use Plan
2909-E
N
Commercial
Heavy Commercial
Downtown
Office
Industrial
Interstate Commercial
Interstate Industrial
Mixed Use
Parks
Public/ Semi-Public
Residential Low Density
Residential Medium Density
Residential High Density
0 75 150 300
Feet
City of Lubbock
TEXAS
Date Exported: 4/13/2021
62ND ST
63RD ST
LA SALLE AV
MILWAUKEE AV
UNSUBDIVIDED
TR A
TR N
TR O
TR L
TR R
TR P
TR S
TR M

Zone Case 2909-E

View west. Subject Site.

View north.

View east.

View south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 6401 Spur 327

Lots/Tracts: CCFN: 2016031692

Survey & Abstract: BLK AK SEC 36 AB 897 TR C1 OF S/PT OF TR 6 AC:3.174

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 2.289

Existing Land Use: Vacant Existing Zoning: IHC

Requested Zoning: AM

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: Callaway Architecture

Name: Scott Stone AIA

Address: 1207 Hampshire Lane City: Richardson State: Texas

ZIP Code: 75080 Telephone: 214-368-2525 Email: sstone@callawayarchitecture.com

Applicant's Signature:

Date: 3.23.21 Printed Name: Scott Stone

Owner Information

Firm Name: S&S COMMERCIAL PROPERTIES, LTD.

Owner: S&S COMMERCIAL PROPERTIES, LTD.

Address: P.O. Box 64189 City: LUBBOCK State: TEXAS

ZIP Code: 64189 Telephone: 806-794-1492 Email: mshipton@cmspropertiesinc.com

Property Owner's Signature: By Its Gen. Partner: S&S Commercial Properties GP, LLC.

Date: April 1, 2021 Printed Name: Marc Shipton, Managing Member of GP

Preparer Information

Preparer's Signature:

Date: 03/30/2021 Printed Name: Jeremy Steen

For City Use Only

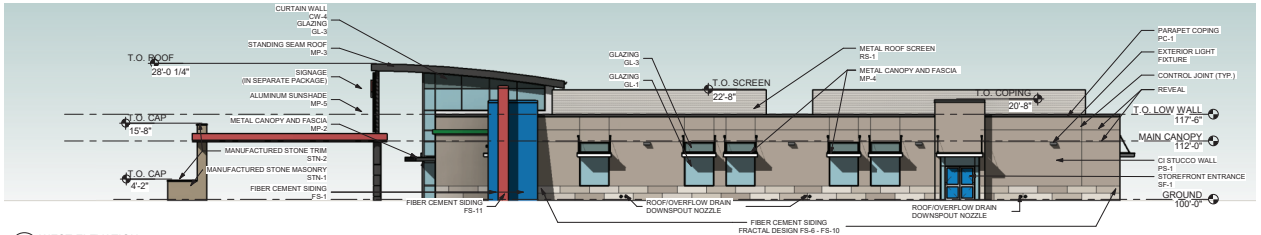
Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

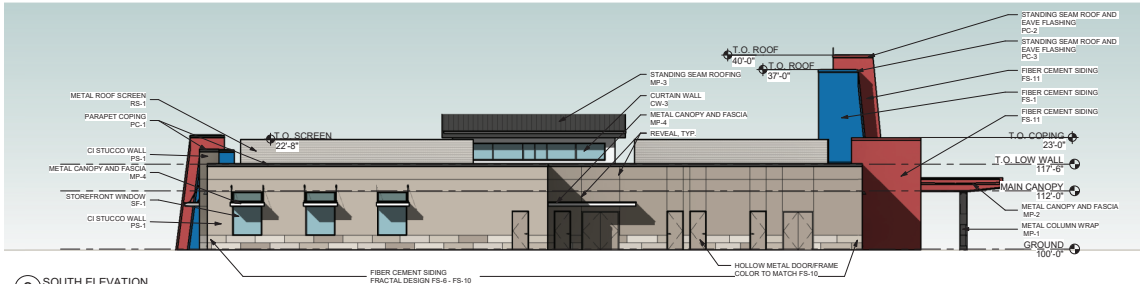
Lots: Blocks:

Addition:

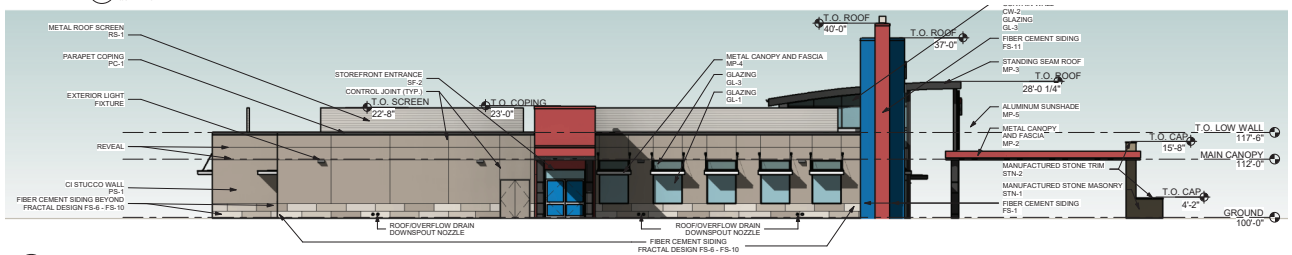
If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



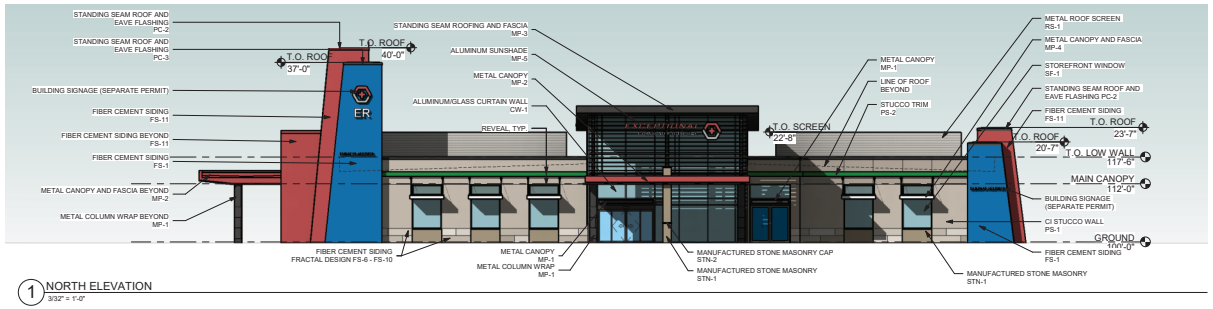
4 WEST ELEVATION
3/32" = 1'-0"



3 SOUTH ELEVATION
3/32" = 1'-0"



2 EAST ELEVATION
3/32" = 1'-0"



1 NORTH ELEVATION
3/32" = 1'-0"

ELEVATION FINISH SCHEDULE

MP-1
MANUF: ALPOLIC MATERIALS OR APPROVED SUBSTITUTION
COLOR: DBR DARK BRONZE ANODIZED
THICKNESS: 4MM

MP-2
MANUF: ALPOLIC MATERIALS
COLOR: MATCH COLOR FS-11
THICKNESS: 4MM

MP-3
MANUF: BERRIDGE
TYPE: TEE PANEL
COLOR: DARK BRONZE

MP-4
MANUF: BERRIDGE
TYPE: CEE PANEL
COLOR: SHASTA WHITE

MP-5
MANUF: AVADEK
TYPE: CANTILEVERED LOUVERS
COLOR: DARK BRONZE

FS-1
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW6959 - BLUE CHIP

FS-6
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW7634 - PEDIMENT

FS-7
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW7631 - CITY LOFT

FS-8
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW7043 - WORLDLY GRAY

FS-9
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW7044 - AMAZING GRAY

FS-10
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW7031 - MEGA GREIGE

FS-11
MANUF: NICHIHA
SERIES: ILLUMINATION
PROFILE: AWP-1818
THICKNESS: 16MM
COLOR: CUSTOM MATCH - SW6600 - ENTICING RED

PS-1
MANUF: BASF WALL SYSTEMS
SERIES: PLATINUM CI STUCCO PLUS
COLOR: CUSTOM MATCH - SW7031 - MEGA GREIGE
FINISH: (PEBBLETEX)

PS-2
MANUF: BASF WALL SYSTEMS
SERIES: PLATINUM CI STUCCO PLUS
COLOR: CUSTOM MATCH - ARCHITECT TO SELECT
FINISH: (PEBBLETEX)

SF-1
MANUF: KAWNEER OR APPROVED SUBSTITUTION
SERIES: TRIFAB 601
COLOR: MATCH COLOR MP-1

CW-1
MANUF: KAWNEER OR APPROVED SUBSTITUTION
SERIES: 1600 WALL SYSTEM 2 MODIFIED
COLOR: MATCH COLOR MP-1

PC-1
MANUF: BERRIDGE OR APPROVED SUBSTITUTION
COLOR: MATCH COLOR MP-1

PC-2
MANUF: BERRIDGE OR APPROVED SUBSTITUTION
COLOR: MATCH COLOR FS-11

PC-3
MANUF: BERRIDGE OR APPROVED SUBSTITUTION
COLOR: MATCH COLOR FS-1

MB-1
MANUF: TRENWYTH BY OLD CASTLE
COLOR: INTEGRAL COLOR - GROUP B
ARCHITECT TO SELECT FROM STANDARD COLOR SELECTION
TEXTURE: MESASTONE

GL-1
MANUF: PPG OR APPROVED SUBSTITUTION
DEPTH*: 1"
TYPE: INSULATED

GL-2
MANUF: PPG
DEPTH*: 1"
TYPE: INSULATED AND TEMPERED

GL-3
MANUF: PPG
DEPTH*: 1"
TYPE: SPANDREL

RS-1
MANUF: ROOF SCREEN MANUF.
TYPE: ANGLED LOUVER L10
COLOR: ARCHITECT TO SELECT FROM STANDARD COLOR SELECTION

STN-1
MANUF: CORONADO
TYPE: LEDGESTONE SERIES
COLOR: ARCHITECT TO SELECT FROM STANDARD COLOR SELECTION

STN-2
MANUF: CORONADO
TYPE: FLAGSTONE WALL CAP - 18" X 24"
COLOR: ARCHITECT TO SELECT FROM STANDARD COLOR SELECTION

EXCEPTIONAL
COMMUNITY HOSPITAL

MINI HOSPITAL

LUBBOCK, TEXAS

MAY 6, 2021

callaway architecture
1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX-75080
214.368.2525
callawayarchitecture.com

EXCEPTIONAL
COMMUNITY HOSPITAL

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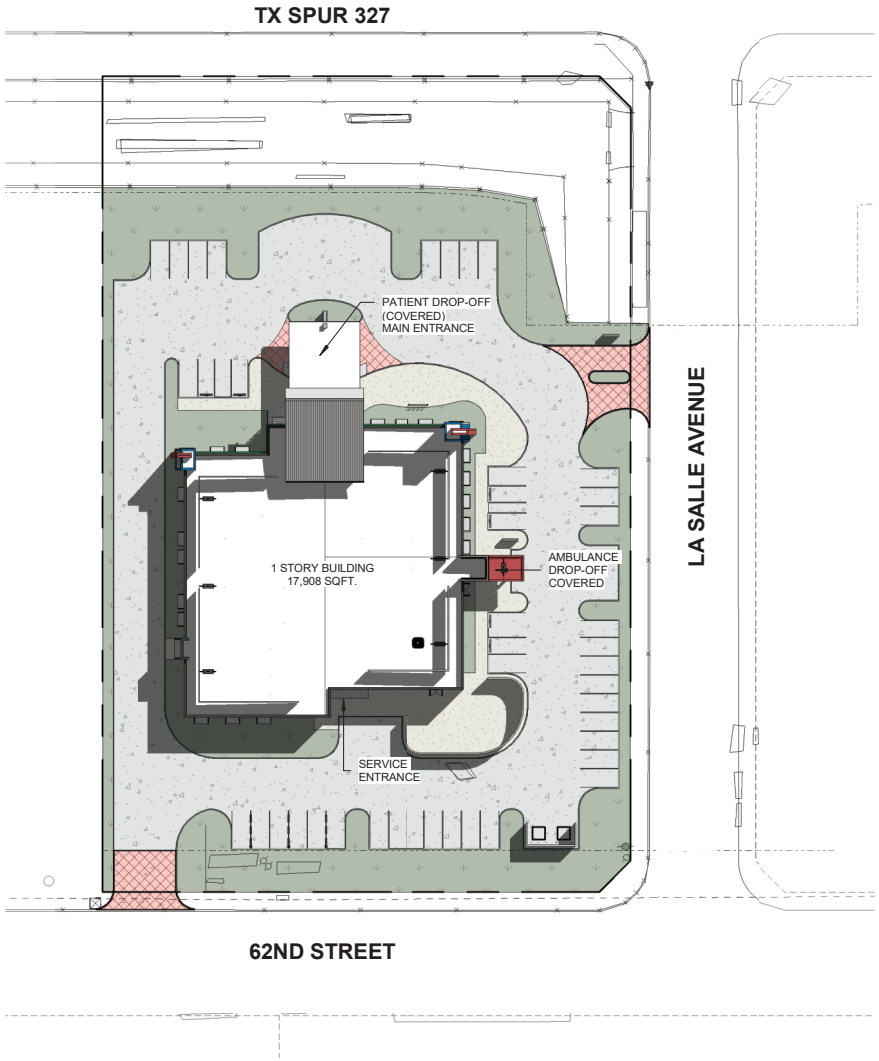

EXCEPTIONAL
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LUBBOCK, TEXAS

MAY 6, 2021

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callawayarchitecture.com

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2909-E***

In Favor ✓

Opposed ____

Reasons and/or Comments:

very good use

Print Name Marc Shipton

Signature: Marc Shipton

Address: P.O 64189

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **2909-E** R325738 Recipient 2 of 6

S&S COMMERCIAL PROPERTIES LTD
PO BOX 64189

LUBBOCK TX 79464

RECEIVED
APR 28 2021

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 email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2909-E***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Very good use

Print Name marc shipton

Signature: [signature]

Address: P.O 64189

Address of Property Owned: _____

Phone Number: _____

Email: _____

Zone Case Number: **2909-E** R329080 Recipient 6 of 6

S & S COMMERCIAL PROPERTIES
PO BOX 64189

LUBBOCK TX 79464-4189

RECEIVED
APR 28 2021
BY: _____

Regular City Council Meeting **7. 3.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2984-M, a request of Centerline Engineering & Consulting, LLC, for 34th & Upland Affordable Storage, Inc. and 87th Street Partners, LLC, for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2984-M Ordinance
2984-M Staff Report
2984-M Documentation

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. 2984-M; A ZONING CHANGE FROM IHC AND C-3 TO C-3 SPECIFIC USE FOR A SELF-STORAGE FACILITY AND R-2, AT 7115 AND 7105 34TH STREET, LOCATED SOUTH OF 34TH STREET AND EAST OF UPLAND AVENUE, ON 19.74 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 2984-M

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC and C-3** to **C-3 Specific Use** for **a Self-Storage Facility and R-2** zoning district at **7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC2984-M
May 6, 2021

C-3 Specific Use

(Self Storage)

Description

BEING a 4.5 acres out of a 20.5 acre tract described in Volume 10361, Page 115, Official Public Records, Lubbock, Texas, located in Section 38, Block AK, G.C. S.F. Railroad Co Survey, Lubbock County, Texas, and being further described be metes and bounds as follows;

COMMENCING at a point being the Northwest Corner of said Section 38 and being the same as Northwest Corner of said 20.5 acre tract;

THENCE South 88°11’18” East a distance of 85.00 feet along the north line of said Section 38, and South 1°52’11” West a distance of 54.97 feet to the POINT OF BEGINNING;

THENCE South 88°11’11” East a distance of 519.87 feet to a point for this tract;

THENCE South 1°48’27” West a distance of 357.52 feet to a point for this tract;

THENCE North 88°10’54” West a distance of 550.26 feet to a point for this tract;

THENCE North 1°52’11” East a distance of 327.48 feet to a point for this tract;

THENCE North 46°50’30” a distance of 42.45 feet to the POINT OF BEGINNING and containing within these calls a calculated area of 4.5 acres more or less.

R-2

Description

BEING a 13.26 acres out of a 20.5 acre tract described in Volume 10361, Page 115, Official Public Records, Lubbock, Texas, located in Section 38, Block AK, G.C. S.F. Railroad Co Survey, Lubbock County, Texas, and being further described be metes and bounds as follows;

COMMENCING at a point being the Northwest Corner of said Section 38 and being the same as Northwest Corner of said 20.5 acre tract;

THENCE South 88°11’18” East a distance of 604.81 feet along the north line of said Section 38, and South 1°48’27” West a distance of 54.99 feet to the POINT OF BEGINNING;

THENCE South 88°11’33” East a distance 282.00 feet to a point for this tract;

THENCE South 1°48’27” West a distance of 712.74 feet to a point for this tract;

THENCE South 46°45’46” West a distance 14.09 feet to a point for this tract;

THENCE North 88°11’34” West a distance of 548.32 feet to a point for this tract;

THENCE South 1°48’27” West a distance of 674.22 feet to a point for this tract;

THENCE North 70°20’55” West a distance 288.91 feet to a point for this tract;

THENCE North 1°52’11” East a distance of 950.99 feet to a point for this tract;

THENCE South 88°10’54” East a distance of 550.26 feet to a point for this tract;

THENCE North 1°48’27” East a distance of 357.52 feet to the POINT OF BEGINNING and containing within these calls a calculated area of 13.26 acres more or less.

Planning Department
City of Lubbock

Staff Report	Zone Case 2984-M
City Council Meeting	May 25, 2021

Applicant Centerline Engineering & Consulting LLC

Property Owner 34th & Upland Affordable Storage Inc. and 87th Street Partners LLC

Council District 4

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- September 27, 1984: The north half of this property was annexed through Ordinance No. 8660 and zoned Transition (T).
- October 10, 1985, Zone Case 2538: The north half of this property was rezoned from T to Single-Family District (R-1).
- January 14, 1999: The south half of this property was annexed through Ordinance No. 10117 and zoned T.
- November 6, 2003, Zone Case 2984: A portion of the north half of this property was rezoned from R-1 to General Retail District (C-3).
- August 16, 2004, Zone Case 2984-A: The south half of this property was rezoned from T to Interstate Highway Commercial (IHC).
- January 22, 2019, Zone Case 3365: A portion of the north half of this property was rezoned from R-1 to C-3 Specific Use for mini-warehouses.
- May 6, 2021, Zone Case 2984-M: The Planning and Zoning Commission recommended approval of a zone change to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2) by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 75
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

The subject property was annexed in 1984 and 1999, and has remained vacant and unsubdivided.

Adjacent Property Development

The properties to the north are zoned R-1 with a Specific Use for Residential Estates and have been developed with homes. The properties to the east are zoned R-1 with a Specific Use for reduced setbacks and have been developed with single-family homes. The properties to the south are zoned Family Apartment District (A-1), R-1 Specific Use for reduced setbacks, and Industrial Park (IDP). The properties to the west are zoned R-1, T, and C-3 and have been developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 7115 and 7105 34th Street and is located south of 34th Street and east of Upland Avenue. The applicant requests to rezone the subject property from C-3 to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2).

Current zoning: **General Retail District (C-3) and Interstate Highway Commercial (IHC)**

Requested zoning: **General Retail District (C-3) with a Specific Use for a Self-Storage Facility and Two-Family District (R-2).**

Intent Statements

The intent of the current and proposed C-3 zoning is "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the current IHC zoning 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."

The intent of the proposed R-2 zoning is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along 34th Street and Upland Avenue, both of which are designated as Minor Arterials by the Master Thoroughfare Plan, 2018. Minor Arterial roads are designed for a higher intensity of traffic. The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map

The principles outlined in the Comprehensive Plan designate this area for "Commercial/Light Retail". The level of intensity for a self-storage facility is appropriate for this area, and C-3 conforms to the Comprehensive Plan principles and Future Land Use Plan. The surrounding properties are designated low-density residential, and R-2 would be compatible adjacent to those properties.

Conformance with Zoning Ordinance

The proposed zoning request is in conformance with the zoning ordinance. The R-2 zoning is appropriate adjacent to other residential uses that are already established and the Specific Use for a Self-Storage Facility will provide a buffer between the residential uses and adjacent thoroughfares.

Suitability of Property for Allowed Uses

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district, or for the Self-Storage Facility.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map

D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documents
I. Notification Response Letters

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2984-M

Allowable Uses: General Retail District (C-3) and Two-Family District (R-2)

Transportation: The proposed development has points of access from 34th Street and Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
34th Street *Minor Arterial* *Modified, Partial*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Upland Avenue *Minor Arterial* *Modified, Partial*	R.O.W. 110 feet, two-lane, undivided, paved	R.O.W. 110 feet, two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.4 **Case 2984-M:** Centerline Engineering & Consulting LLC for 34th & Upland Affordable Storage Inc. and 87th Street Partners LLC

Request for a zone change from Interstate Highway Commercial (IHC) and General Retail District (C-3) to C-3 with a Specific Use for a Self-Storage Facility and Two-Family District (R-2), at:

- 7115 and 7105 34th Street, located south of 34th Street and east of Upland Avenue, on 19.74 acres of unplatted land out of Block AK, Section 38.

PLANNER JACOB HAWKINS stated there were seventy-five (75) notifications sent out, with zero (0) returned in favor and one (1) returned opposed with no additional comments. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

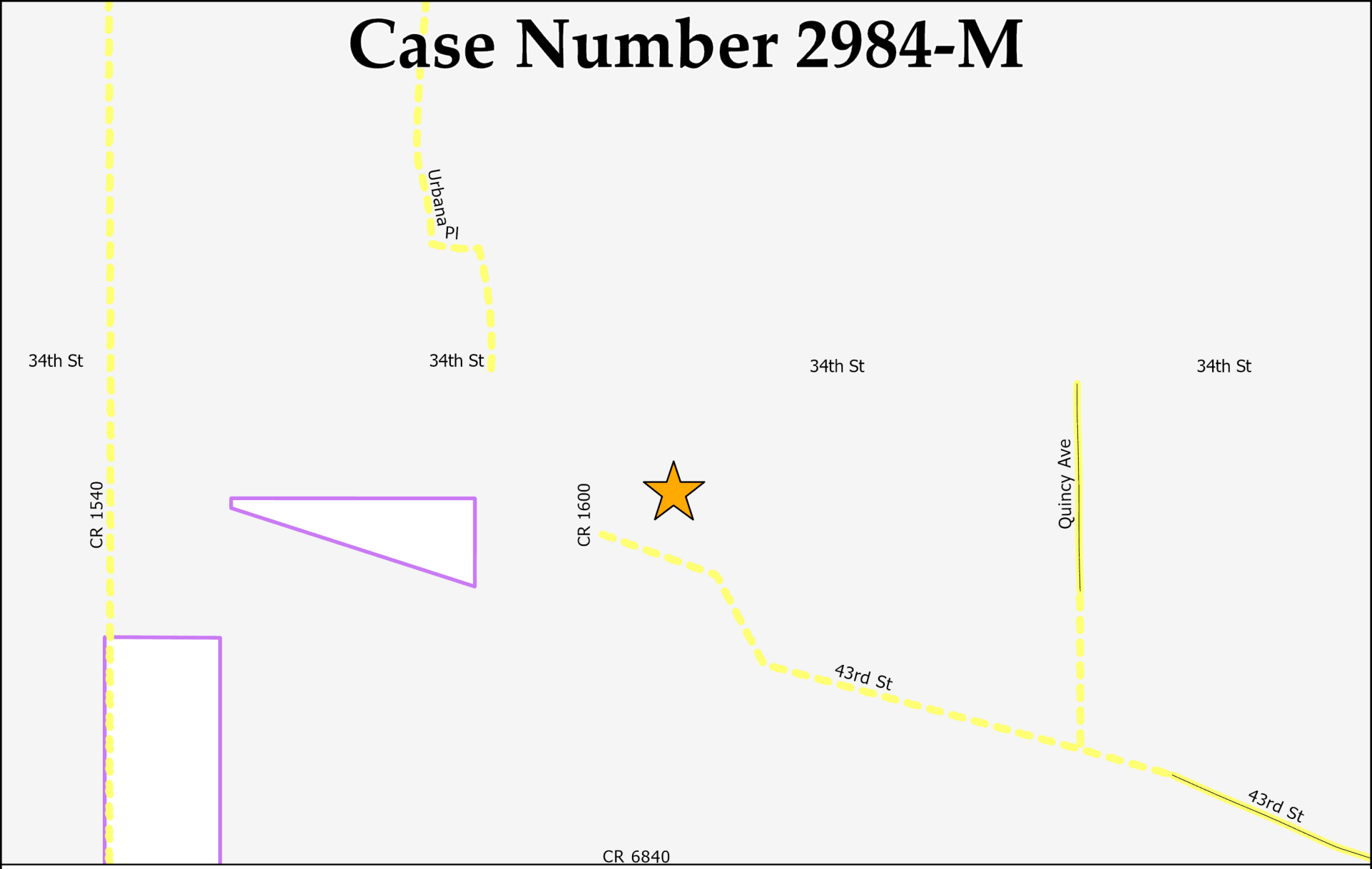
APPLICANT PHILLIP TRUONG Centerline Engineering 8312 Upland advised they are wanting to develop a residential area on the R-2 parcel, which is adjacent to the already existing residential property, and construct a self-storage facility on the hard corner, where they are requesting C-3 Specific Use.

Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of **Zone Case 2984-M** a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

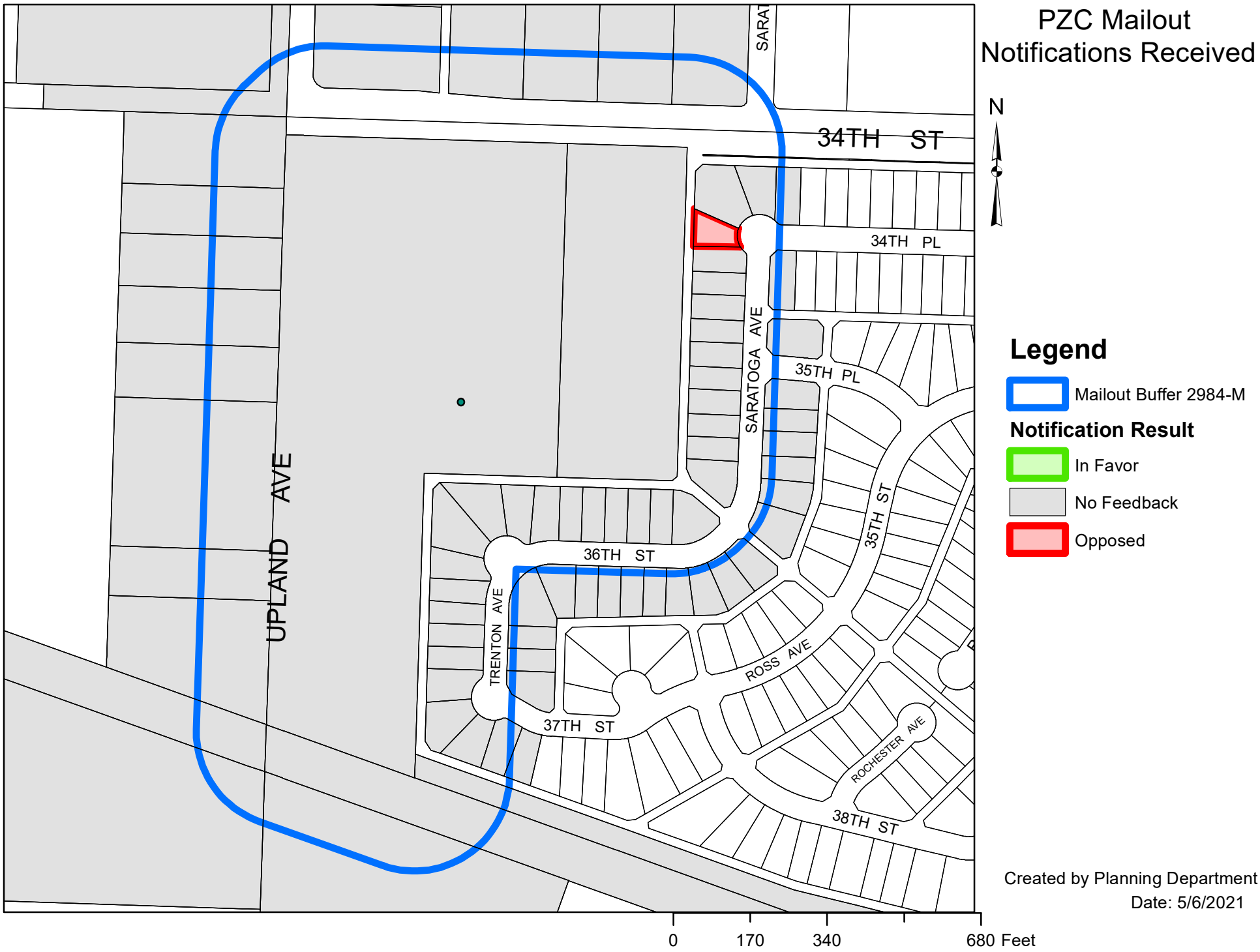
Case Number 2984-M



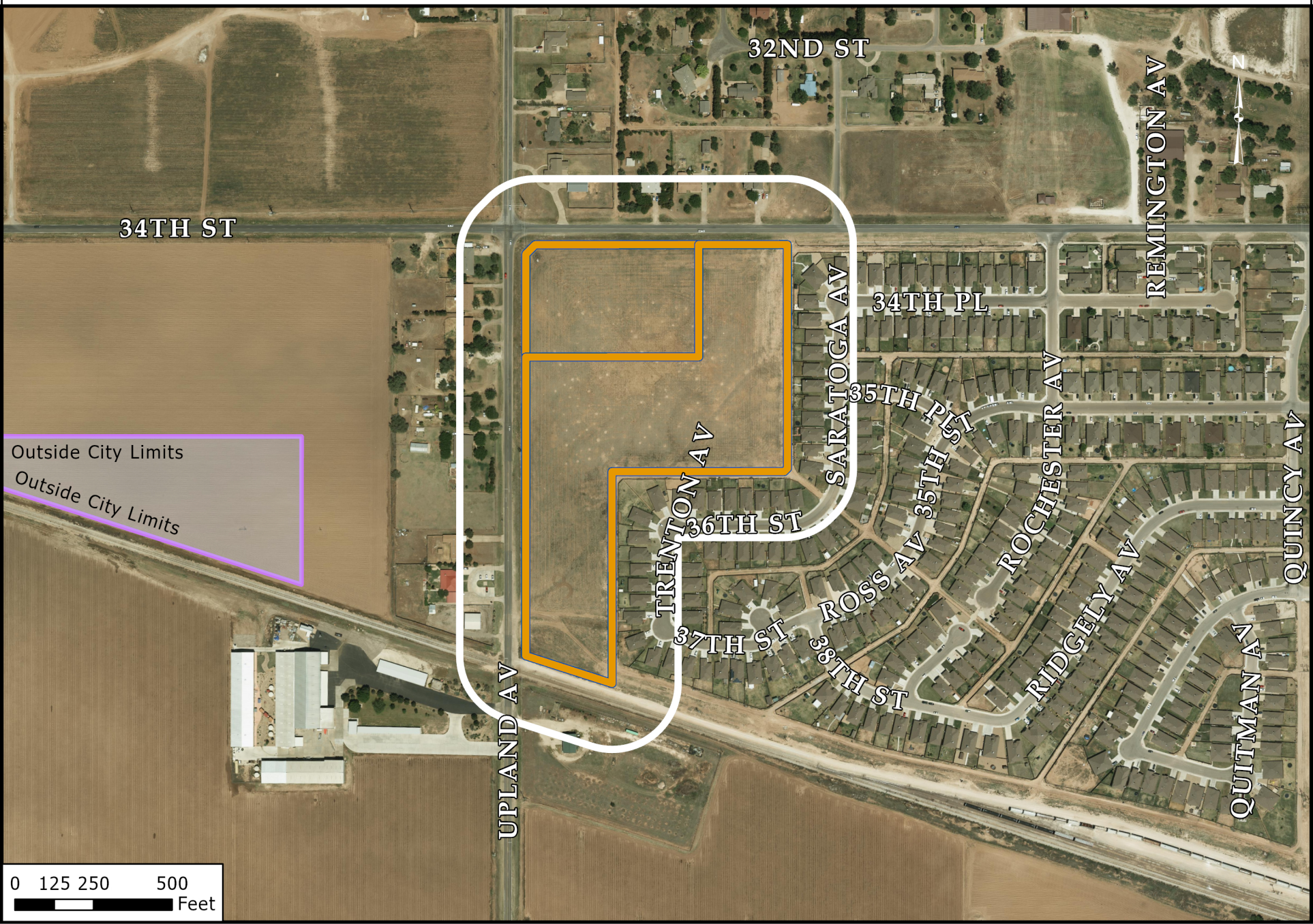
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

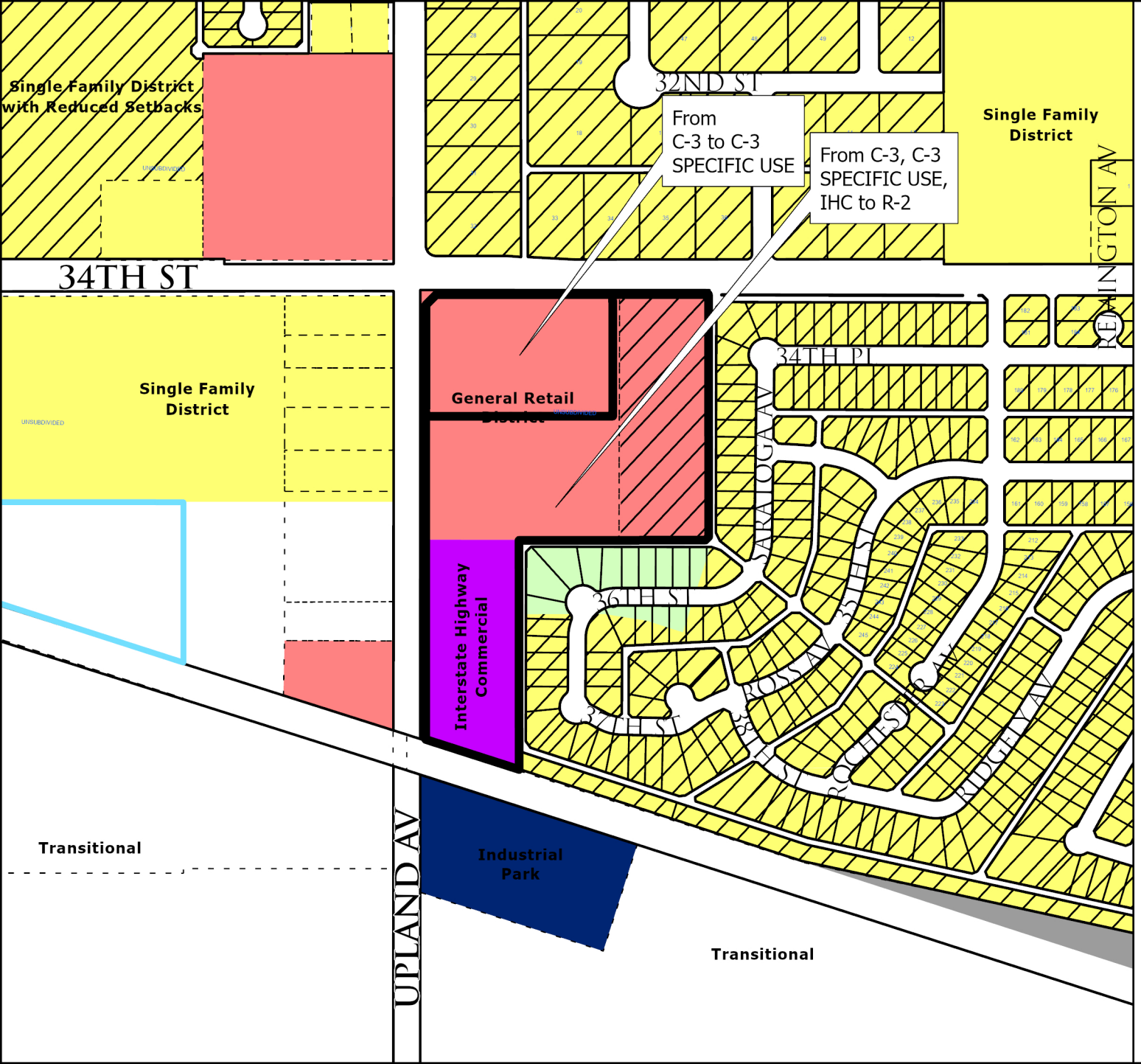
N
W E
S

Date Exported: 4/12/2021


PZC Mailout
Notifications Received
N
34TH ST
34TH PL
SARATOGA AVE
35TH PL
35TH ST
UPLAND AVE
36TH ST
TRENTON AVE
ROSS AVE
37TH ST
ROCHESTER AVE
38TH ST
Legend
Mailout Buffer 2984-M
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 5/6/2021
0
170
340
680 Feet

Case Number 2984-M





Current Zoning
2984-M

N

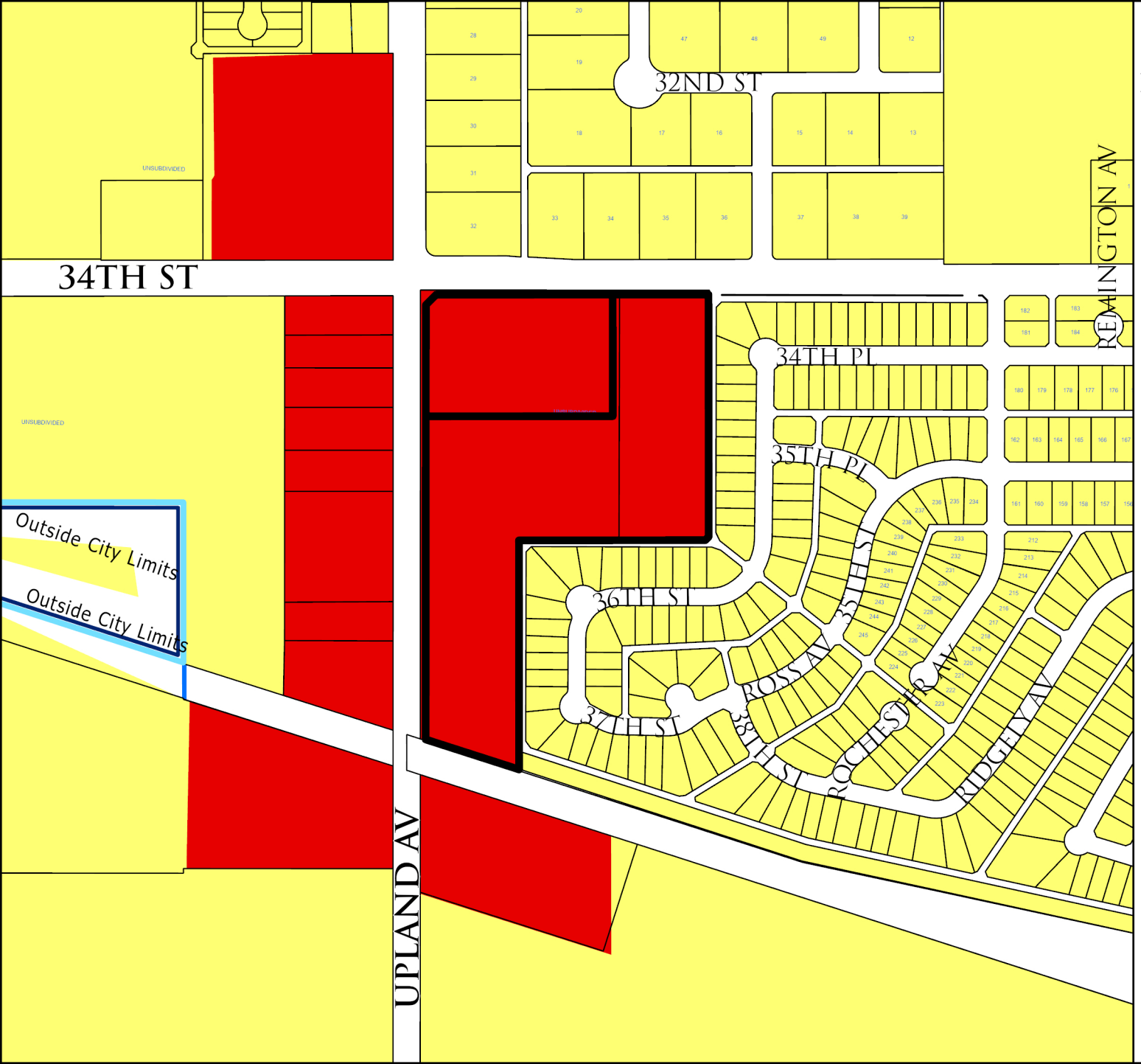
Zoning Districts

- Family Apartment
- General Retail
- General Retail Specific Use
- Industrial Park
- Interstate Highway Commercial
- Heavy Manufacturing
- Single Family
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Transitional

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021



Future Land Use Plan
2984-M

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

2984-M

View of subject property. View south.

View of adjacent property. View east.

View of adjacent property. View north.

View of adjacent property. View west.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: SE Corner of Upland Ave. & 34th Street (Proposed West Milwaukee Ridge Addition)

Lots/Tracts: Tract A, Lots 1 thru 70

Survey & Abstract: Section 38, Block AK, GC&SF RR CO Survey, Abstract 689

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 19.74

Existing Land Use: Vacant Existing Zoning: IHC & C-3

Requested Zoning: C-3 Specific Use - Self Storage (Tract A) & R-2 (Lots 1 thru 70)

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC

Name: Phillip Truong

Address: 8312 Upland Ave City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-470-8686 Email: ptruong@centerlineengineering.net

Applicant's Signature: Phillip Truong

Date: 3/31/2021 Printed Name: Phillip Truong

Owner Information

Firm Name:

Owner: 34th & Upland Affordable Storage INC / 87th Street Partners LLC

Address: 3110 Frankford Ave / 6305 82nd St City: Lubbock State: TX

ZIP Code: 79407 / 79424 Telephone: 806-789-6087 / 806-797-9494 Email: postarmicheal@gmail.com / Rickb@betenbough.com

Property Owner's Signature:

Date: 3/31/2021 Printed Name: Micheal Postar / Rick Betenbough

Preparer Information

Preparer's Signature: Phillip Truong

Date: 3/31/2021 Printed Name: Phillip Truong

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***2984-M***

In Favor ____

Opposed ✓

Reasons and/or Comments:

Print Name Albert Castro

Signature: Albert Castro

Address: 3402 Saratoga Ave

Address of Property Owned: Same

Phone Number: 806.239.4485

Email: castroalbert80@yahoo.com

Zone Case Number: **2984-M** R328022 Recipient 44 of 75
CASTRO, ALBERT
3402 SARATOGA AVE

LUBBOCK TX 79407

Regular City Council Meeting **7. 4.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 2985-C, a request of Seventeen Services, LLC for Edge Construction, for a zone change from Garden Office (GO) to Apartment Medical (AM) at 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

2985-C Ordinance
2985-C Staff Report
2985-C Documentation

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. 2985-C; A ZONING CHANGE FROM GO TO AM ZONING DISTRICT AT 5614 114TH STREET, LOCATED EAST OF ELKHART AVENUE AND NORTH OF 114TH STREET, 114TH & ELKHART OFFICE PARK ADDITION, TRACT A, 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. 2985-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM** zoning district at **5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A,** City of Lubbock, Lubbock County, Texas.

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 _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bryan Isham, Director of Planning

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC2985-C
May 6, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 2985-C
City Council Meeting	May 25, 2021

Applicant Seventeen Services, LLC

Property Owner Edge Construction

Council District 5

Recommendations

- Staff recommends Approval of the request.

Prior Board or Council Action

- January 14, 1999: This property was annexed through Ordinance No. 10117 and was zoned Transition (T).
- December 18, 2003: This property was rezoned to Garden Office (GO) from T through Ordinance No. 2003-O0129.
- May 6, 2021, Zone Case 2985-C: The Planning and Zoning Commission recommended approval of a zone change to Apartment Medical (AM) from GO by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 18
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History

The subject property was annexed in 1999 and has since remained vacant.

Adjacent Property Development

The properties to the east and south are zoned Garden Office (GO). New garden offices are being developed to the south and the property to the east is vacant. The property to the west is zoned High Density Apartment District (A-2) and is vacant. The properties to the north are zoned Single Family District (R-1) with a Specific Use for reduced setbacks and are developed with homes.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 5614 114th Street and is located north of 114th Street and east of Elkhart Avenue. The applicant is requesting a zone change to Apartment Medical (AM) from GO.

Current zoning: **Garden Office (GO)**

Requested zoning: **Apartment-Medical District (AM)**

Intent Statements

The intent of the proposed AM zoning is "…to provide for quality medical and related development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between medical and other uses; encourage and protect future development; provide modern facilities for the public; provide proper accessory uses; and promote, stabilize, and enhance the city as a medical center. When proposed development in this district is adjacent to any residentially zoned property, the proposed

development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening, and parking areas shall be properly provided to ensure maximum protection of the adjacent uses."

The intent of the current GO zoning is "…provide for quality garden office development through proper planning and design. The regulations are intended to produce an attractive environment which will ensure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses. When proposed garden office development is adjacent to any residentially zoned property, design standards and site planning shall provide for maximum compatibility with the adjacent residential zoning districts."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along 114th Street, which is designated as a Minor Arterial by the Master Thoroughfare Plan, 2018. Minor Arterials serve high volume needs of local traffic and regional traffic and are more than capable of supporting the level of traffic that AM zoning generates.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use for the subject property is a daycare facility which is compatible with surrounding GO and R-1 zoning.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Intensity Office" and notes that land uses in these areas can take numerous forms depending on context. The AM zoning is consistent with the Low Intensity Office designation.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and garden office uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the AM zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application and Supporting Documents

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 2985-C

Allowable Uses: Apartment-Medical (AM)

Transportation: The proposed development has points of access from 114th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114th Street *Minor Arterial, Partial*	R.O.W. 110 feet, three-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.5 **Case 2985-C:** Seventeen Services LLC for Edge Construction

Request for a zone change to Apartment Medical (AM) from Garden Office (GO) at:

- 5614 114th Street, located east of Elkhart Avenue and north of 114th Street, 114th & Elkhart Office Park Addition, Tract A.

PLANNER ASHLEY VASQUEZ stated that were eighteen (18) notifications sent out, with zero (0) returned. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

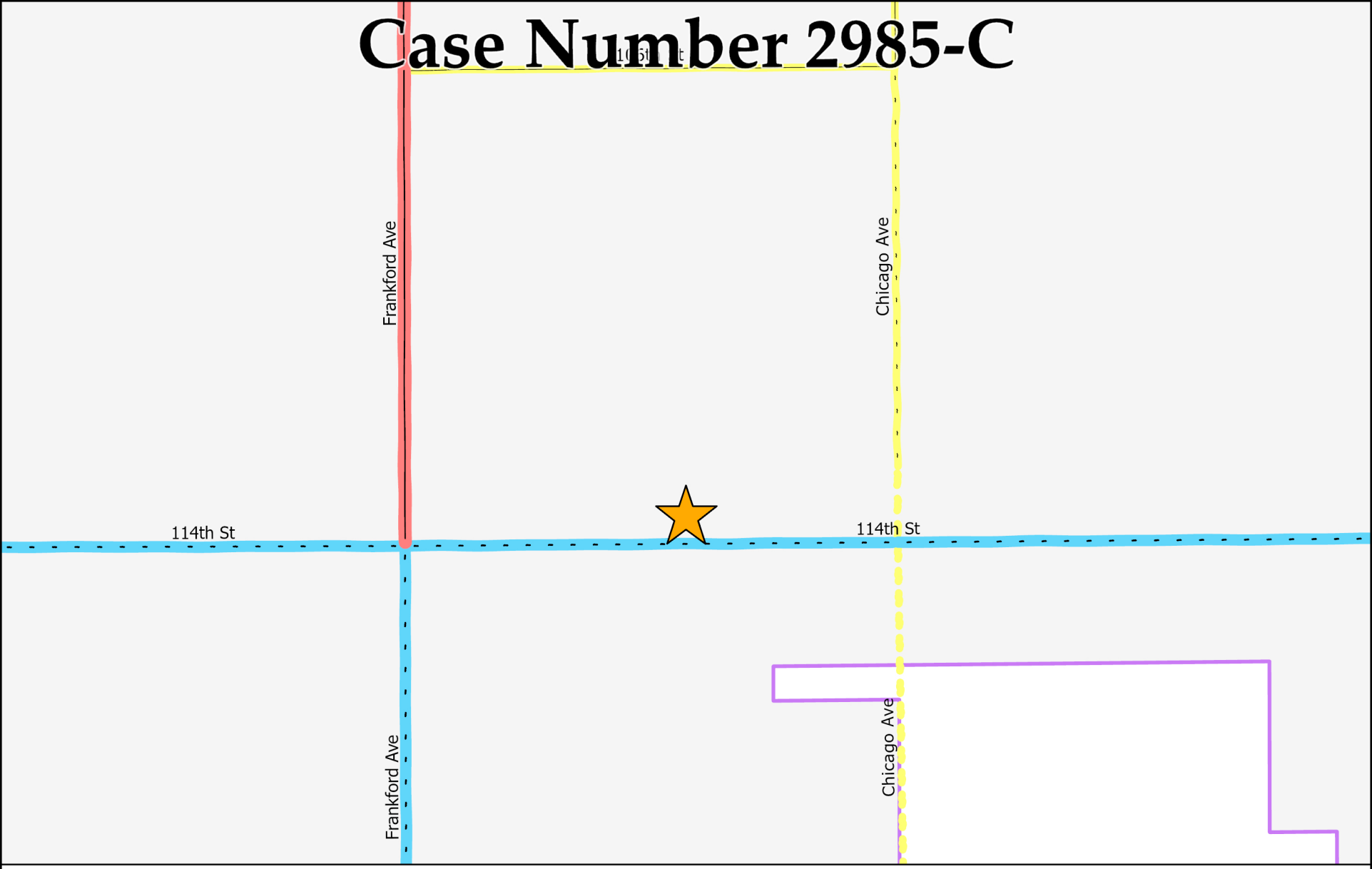
APPLICANT ETHAN MORRISON with Seventeen Services, 1500 Broadway, Suite 203, advised he did not have anything else to add, but was available for questions.

Public Hearing

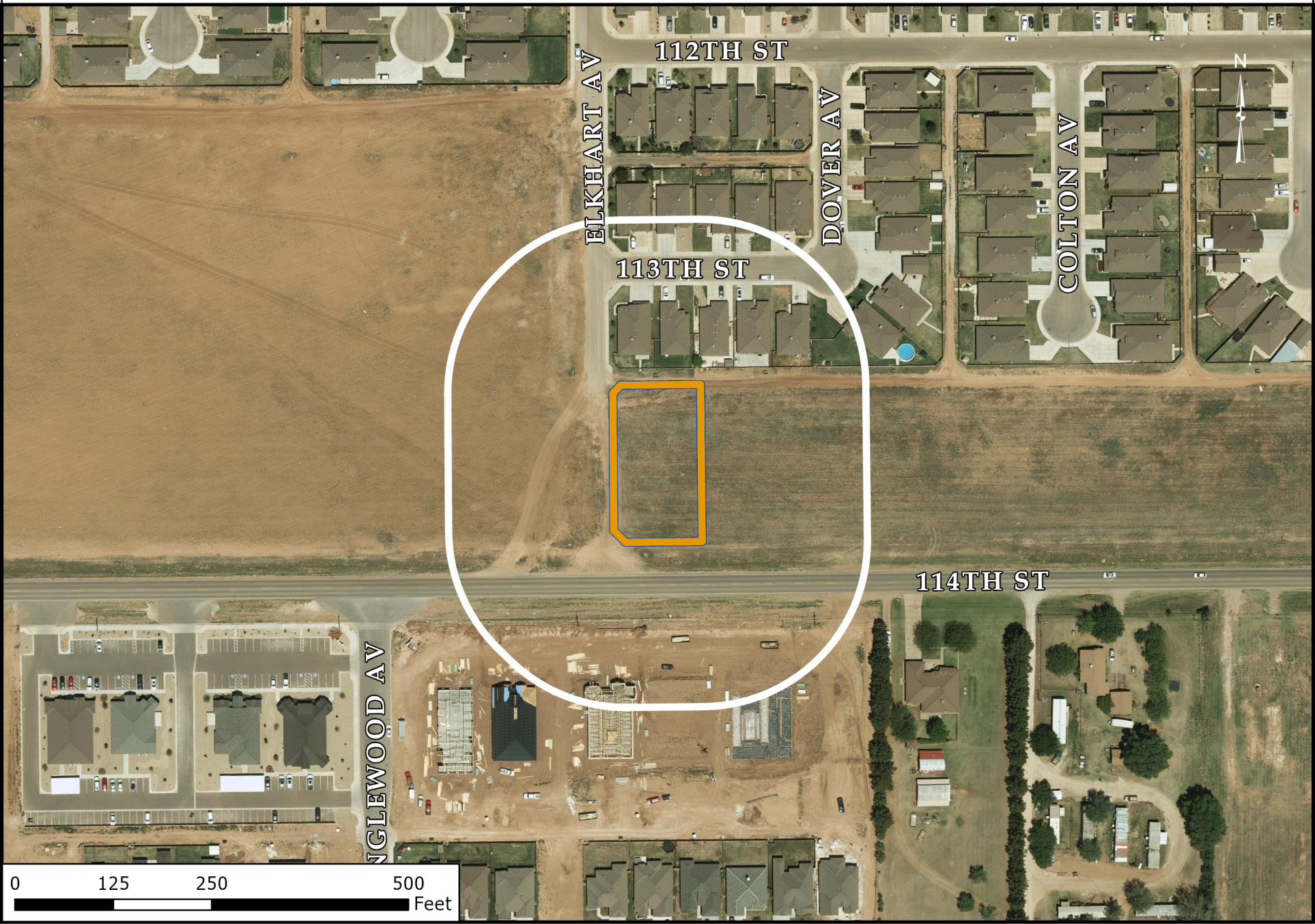
No one spoke in favor or in opposition to the request.

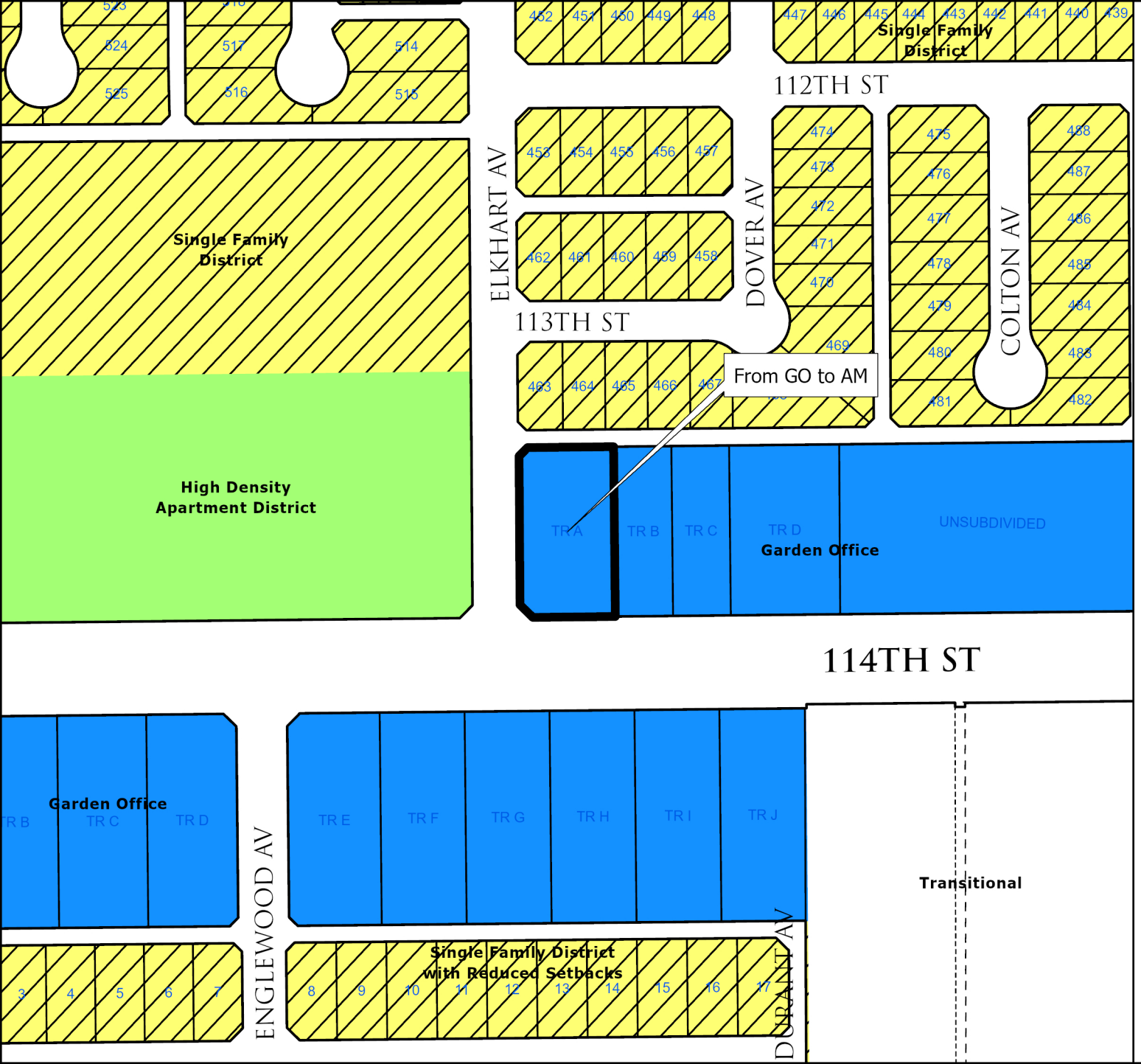
In the matter of **Zone Case 2985-C** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 2985-C



Case Number 2985-C





Current Zoning
2985-C

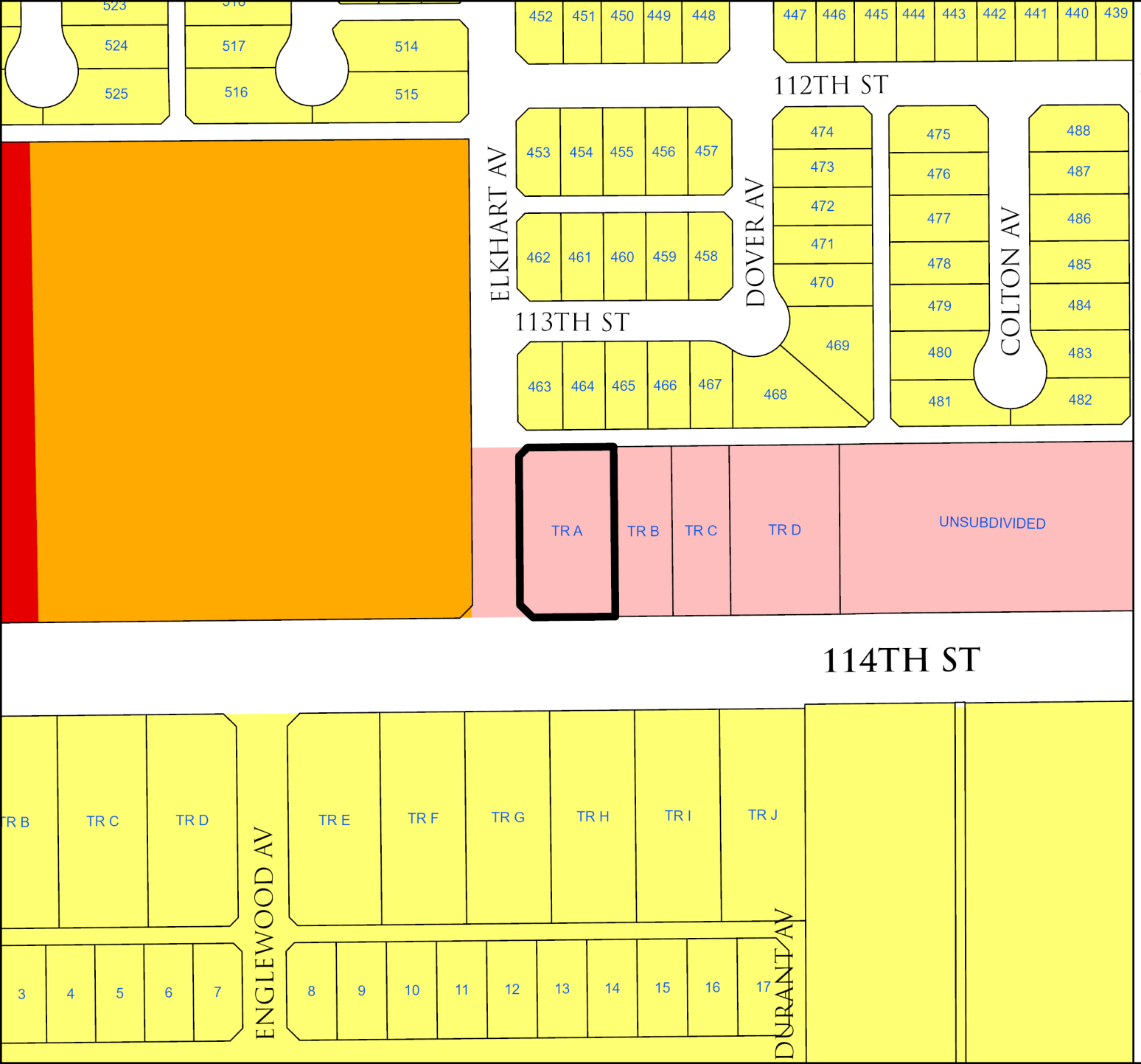
Zoning Districts

- High Density Apartment
- Garden Office
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Transitional

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021



Future Land Use Plan
2985-C

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

2985-C

Subject property view to the east.

View to the north.

View to the west.

View to the south across 114th Street.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 114th & Elkhart

Lots/Tracts: 114th & Elkhart Office Park Addition - Tract 'A'

Survey & Abstract:

Metes and Bounds Attached: Yes ☐ No ☑ Total Acreage of Request: .509 Acres

Existing Land Use: N/A Existing Zoning: GO - Garden Office

Requested Zoning: AM - Apartment Medical District

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐ N/A

Representative/Agent Information (if different from owner)

Firm Name: Seventeen Services LLC

Name: Tyler Gentry

Address: 1500 Broadway, Ste 203 City: Lubbock State: TX

ZIP Code: 79401 Telephone: 806-787-8533 Email: tyler@17services.com

Applicant's Signature: Tyler Gentry

Date: 03/24/21 Printed Name: Tyler Gentry

Owner Information

Firm Name: Edge Construction

Owner: Roger Billingsley

Address: 10210 Frankford Ave., Suite 110 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-687-0033 Email: RogerB@edgeconceptsonline.com

Property Owner's Signature:

Date: 3-24-21 Printed Name: Roger Billingsley

Preparer Information

Preparer's Signature: Tyler Gentry

Date: 03/24/21 Printed Name: Tyler Gentry

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3050-G, a request of AMD Engineering, LLC for Lubbock Land Investments IV, LP, for a zone change from Single Family District (R-1) Specific Use to Two-Family District (R-2), generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a vote of 4-1-0.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3050-G Ordinance
3050-G Staff Report
3050-G Documentation

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. 3050-G; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-2 ZONING DISTRICT GENERALLY LOCATED NORTH OF 123RD STREET AND WEST OF MEMPHIS AVENUE, ON 4.50 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 22, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3050-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-2** zoning district **generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

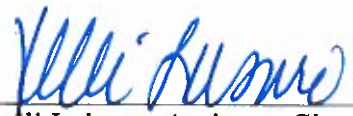
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3050-G
May 6, 2021

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 4.50 acre (196,055 SF) tract of land located in Section 22, Block E-2, City of Lubbock, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 41°45'06" E approximately 1465.10 feet from the southwesternmost corner of the recorded plat for Lots 1-40, Hatton Place, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 88°10'50" E an approximate distance of 894.06 feet;

THENCE S 43°11'07" E an approximate distance of 21.21 feet;

THENCE S 01°48'37" W an approximate distance of 90.00 feet;

THENCE S 46°48'53" W an approximate distance of 14.14 feet;

THENCE N 88°10'50" W an approximate distance of 302.59 feet;

THENCE S 01°49'10" W an approximate distance of 125.00 feet;

THENCE S 46°49'10" W an approximate distance of 14.14 feet;

THENCE N 88°10'50" W an approximate distance of 113.13 feet;

THENCE southwesterly, along a curve to the left, and arc distance of 167.07 feet, said curve having a radius of 532.51 feet, delta angle of 72°01'28", a chord distance of 166.38 feet, and a chord bearing of S 85°24'22" W, to a point of reverse curvature;

THENCE southwesterly, along a curve to the left, and arc distance of 80.64 feet, said curve having a radius of 300.00 feet, delta angle of 74°35'57", a chord distance of 80.40 feet, and a chord bearing of S 84°07'08" W, to a point of tangency;

THENCE N 88°10'50" W an approximate distance of 48.86 feet;

THENCE N 43°12'02" W an approximate distance of 21.21 feet;

THENCE N 88°12'02" W an approximate distance of 56.00 feet;

THENCE S 46°47'58" W an approximate distance of 21.21 feet;

THENCE N 88°12'02" W an approximate distance of 93.50 feet;

THENCE N 43°12’02” W an approximate distance of 14.14 feet;

THENCE N 01°47’58” E an approximate distance of 259.36 feet;

THENCE N 46°47’58” E an approximate distance of 14.14 feet to the Point of Begginning and containing approximately 4.50 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

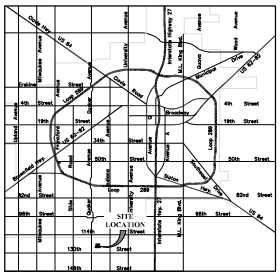
Prepared for: Brooke Heights II, LTD.
March 31, 2021

ZONE CHANGE APPLICATION
EXHIBIT

to the City of Lubbock,
Lubbock County, Texas

NOTES:
SCALE: 1" = 100'

– ZONING REQUEST R–2 (4.50 AC)



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 100'
0 50' 100' 200'

CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197

Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3050-G
City Council Meeting	May 25, 2021

Applicant AMD Engineering, LLC

Property Owner Brooke Heights II, LTD

Council District 4

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- June 23, 2005: This property was annexed through Ordinance No. 2005-O0067 and zoned Transition (T).
- November 10, 2005, zone case 3050: This property was rezoned from Transition (T) to Single-Family District (R-1) with a Specific Use for reduced setbacks through Ordinance No. 2005-O0128.
- May 6, 2021 Zone Case 3050-G: The Planning and Zoning Commission recommended approval of a zone change to Two-Family District (R-2) from Single-Family District (R-1) with a Specific Use for reduced setbacks by a vote of 4-1-0.

Notification Summary
- Notifications Sent: 13
- Received In Favor: 1
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 2005 and has since remained undeveloped and unplatted.

Adjacent Property Development
The properties to the east, south and west are zoned Single-Family District (R-1) with a Specific Use for reduced setbacks and are partially developed with single family homes. The property to the north is vacant, but was recently rezoned to High-Density Apartment District (A-2) and Garden Office (GO).

Zoning Request and Analysis
Item Summary
The subject property is located south of 122nd Street and west of Memphis Avenue. The applicant requests to rezone 4.50 acres of unplatted land out of Block E2, Section 22, with the intent to construct townhomes.

Current zoning: **Single-Family District (R-1) with a Specific Use for reduced setbacks**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the proposed R-2 zoning is, "…to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts."

The intent of the current R-1 zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

Traffic Network/Infrastructure Impacts
The proposed rezoning location will be along 122nd Street, which is designated as a proposed Collector street, and Memphis Avenue, which is designated as a proposed Collector street by the Master Thoroughfare Plan, 2018. This type of road allows for an efficient and highly connected means of transportation by limiting trip lengths throughout the City and providing multiple route options for roadway users. Depending on the number of units being proposed and the need for fire hydrants, a significant water line extension may be required.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed use is for the development for townhomes.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" land uses and notes that land uses in these areas can take numerous forms depending on context. The level of intensity for R-2 is appropriate for this area. The Future Land Use Plan designates all surrounding properties as Low Density Residential. The Comprehensive Plan and Future Land Use Plan anticipates that additional areas for Medium Density residential land uses could be developed in the future.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and Supporting Documentation
I. Notification Response Letters

Staff Contacts

Ashley Vasquez
Planner
Planning Department
806-775-2107
ashleyvasquez@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3050-G

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has points of access from 122nd Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
122nd Street *Collector, Partial*	R.O.W. 64 feet, two-lane, undivided, paved	R.O.W. 64 feet, four-lane, undivided, paved

Engineering Comments: Water is very limited in this area with 4 and 6-inch mains. Depending on the number of units and the need for fire hydrants, a significant water extension may be required to serve this area for this use.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.6 **Case 3050-G:** AMD Engineering, LLC for Brooke Heights II, LTD

Request for a zone change to Two-Family District (R-2) from Single Family District (R-1) Specific Use at:

- Generally located north of 123rd Street and west of Memphis Avenue, on 4.50 acres of unplatted land out of Block E2, Section 22.

PLANNER ASHLEY VASQUEZ stated there were thirteen (13) notifications sent out, with one (1) returned in favor and one (1) returned in opposition. There was also two letters received from outside of the notification area. The concerns are that new residents will use the park without paying HOA fees, along with drainage and safety issues. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

BOARDMEMBER SUSAN TOMLINSON asked if staff could point out the park in the aerial photo. Mrs. Kristen Sager deferred to the applicant.

CHAIR ZACH SAWYER stated that concerns regarding drainage and use of the park are outside of the Commission's purview.

ASSISTANT CITY ATTORNEY KELLI LEISURE stated that is correct it is not part of the zone change request.

BOARDMEMBER DAN WILSON stated it is a common concern for residents, as most people believe all parks are City owned. This would need to be addressed by the builders or developers if it is an issue.

APPLICANT WESTIN MCCOWEN AMD Engineering 6515 68th Street stated that he did not have anything else to add. He answered the questions regarding the park and advised the development would be townhomes.

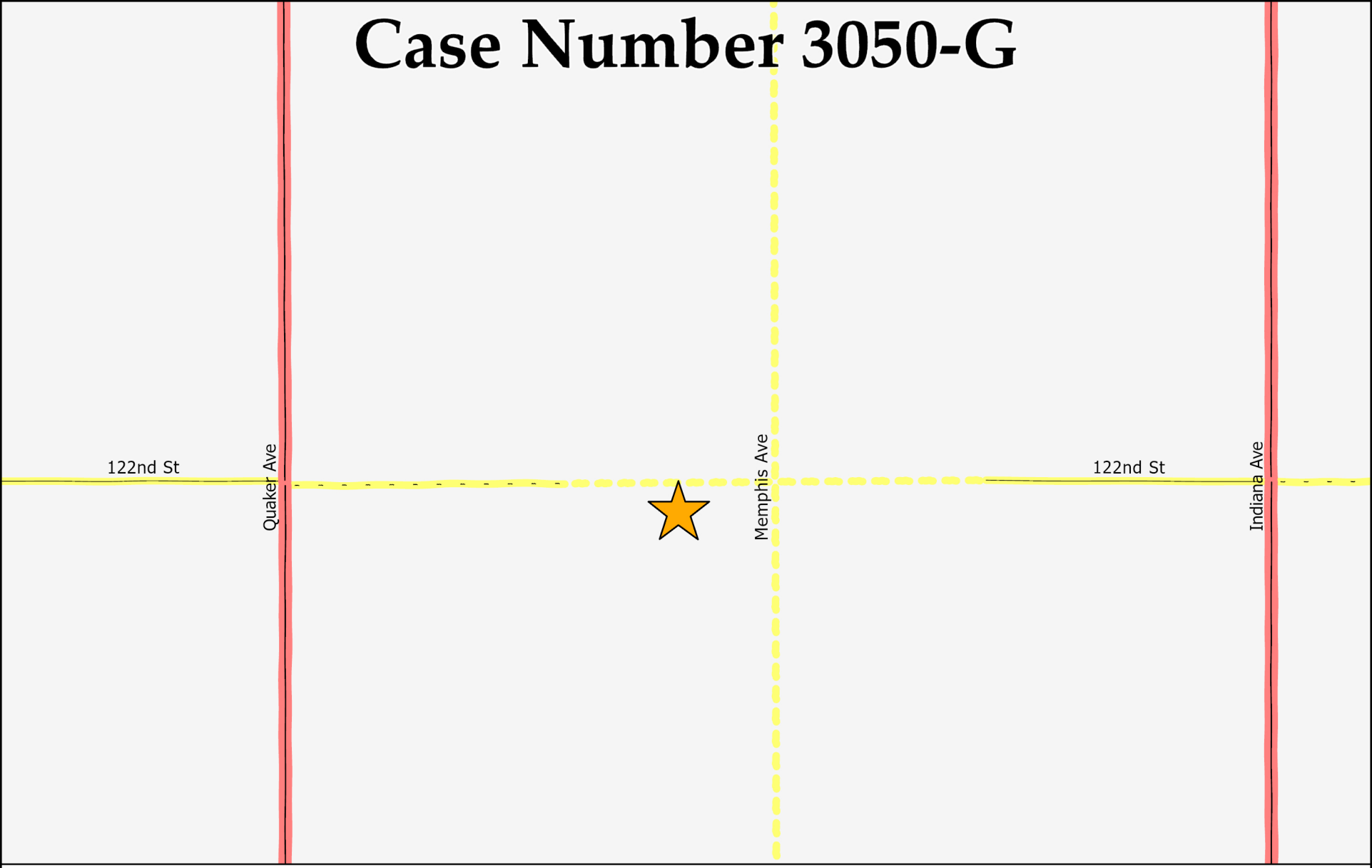
Public Hearing

No one spoke in favor or in opposition to the request.

In the matter of Zone Case **3050-G** a motion was made by **JAMES BELL** seconded by **DAN WILSON** to approve as presented and the Commission members voted 4 (in favor) to 1 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

JORDAN WHEATLEY cast the vote in opposition.

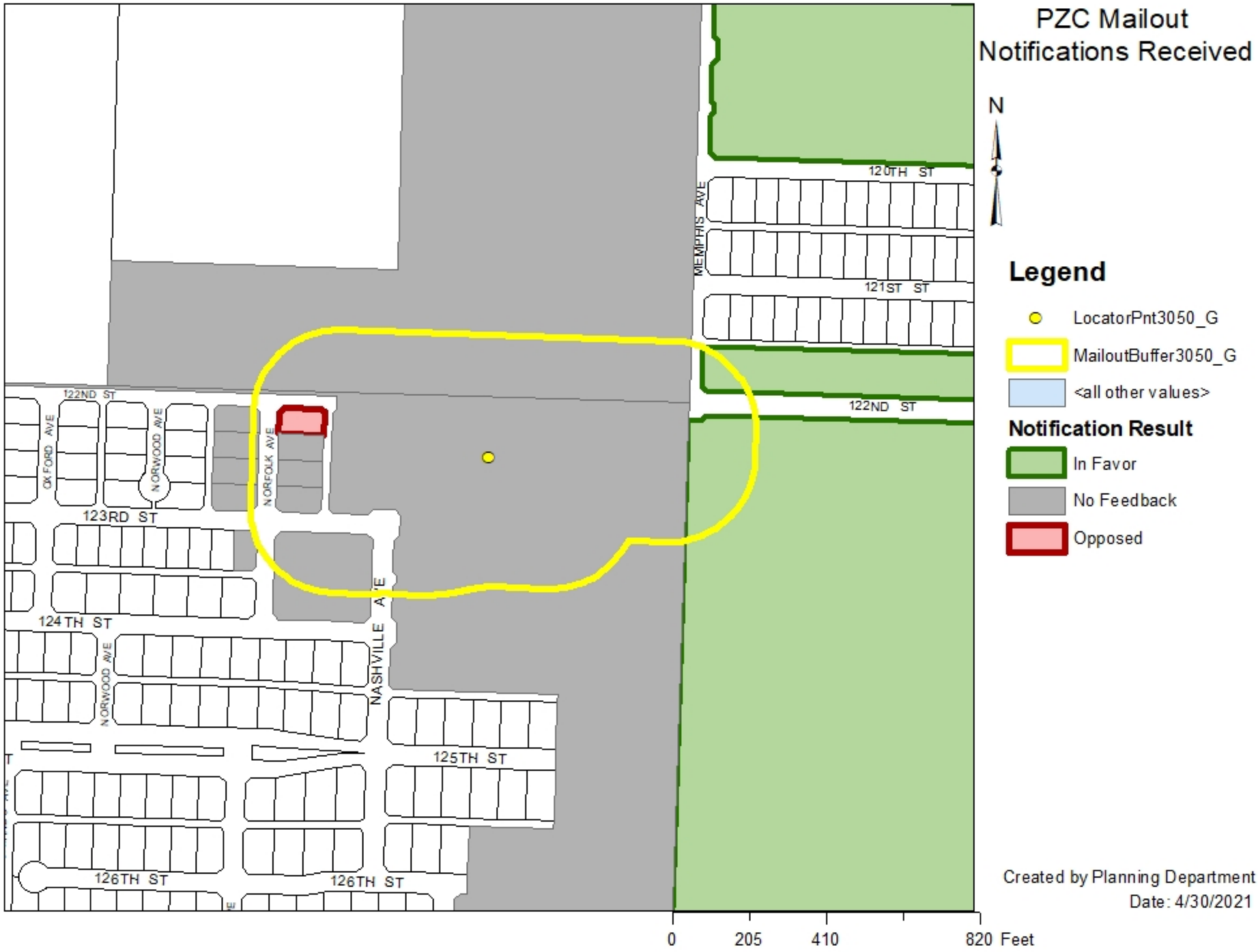
Case Number 3050-G



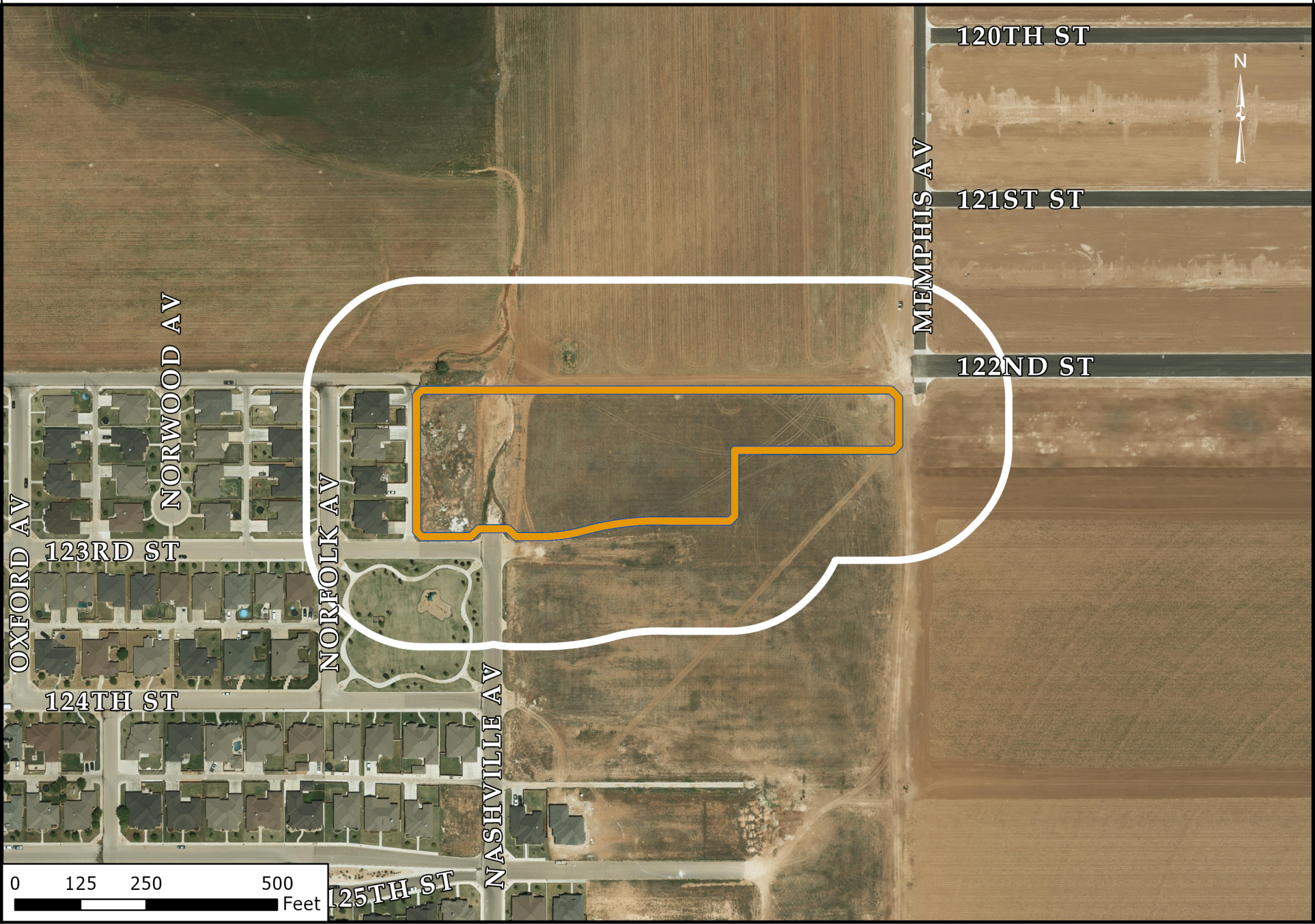
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

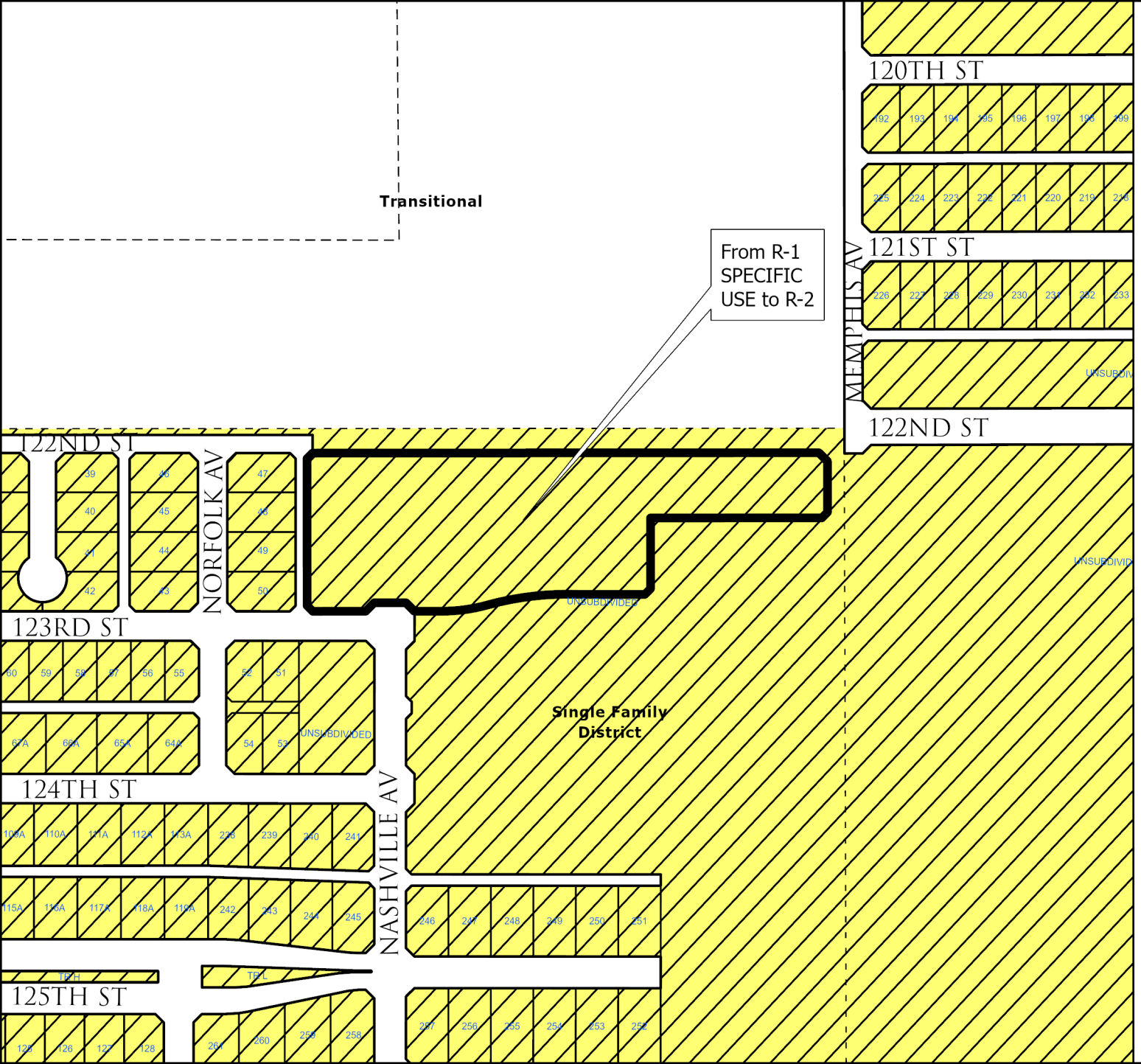
N
W E
S

Date Exported: 4/12/2021


PZC Mailout
Notifications Received
N
Legend
LocatorPnt3050_G
MailoutBuffer3050_G
<all other values>
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 4/30/2021
0
205
410
820 Feet
120TH ST
121ST ST
122ND ST
123RD ST
124TH ST
125TH ST
126TH ST
126TH ST
MEMPHIS AVE
NASHVILLE AVE
NORFOLK AVE
NORWOOD AVE
NORWOOD AVE
OXFORD AVE

Case Number 3050-G





Current Zoning 3050-G

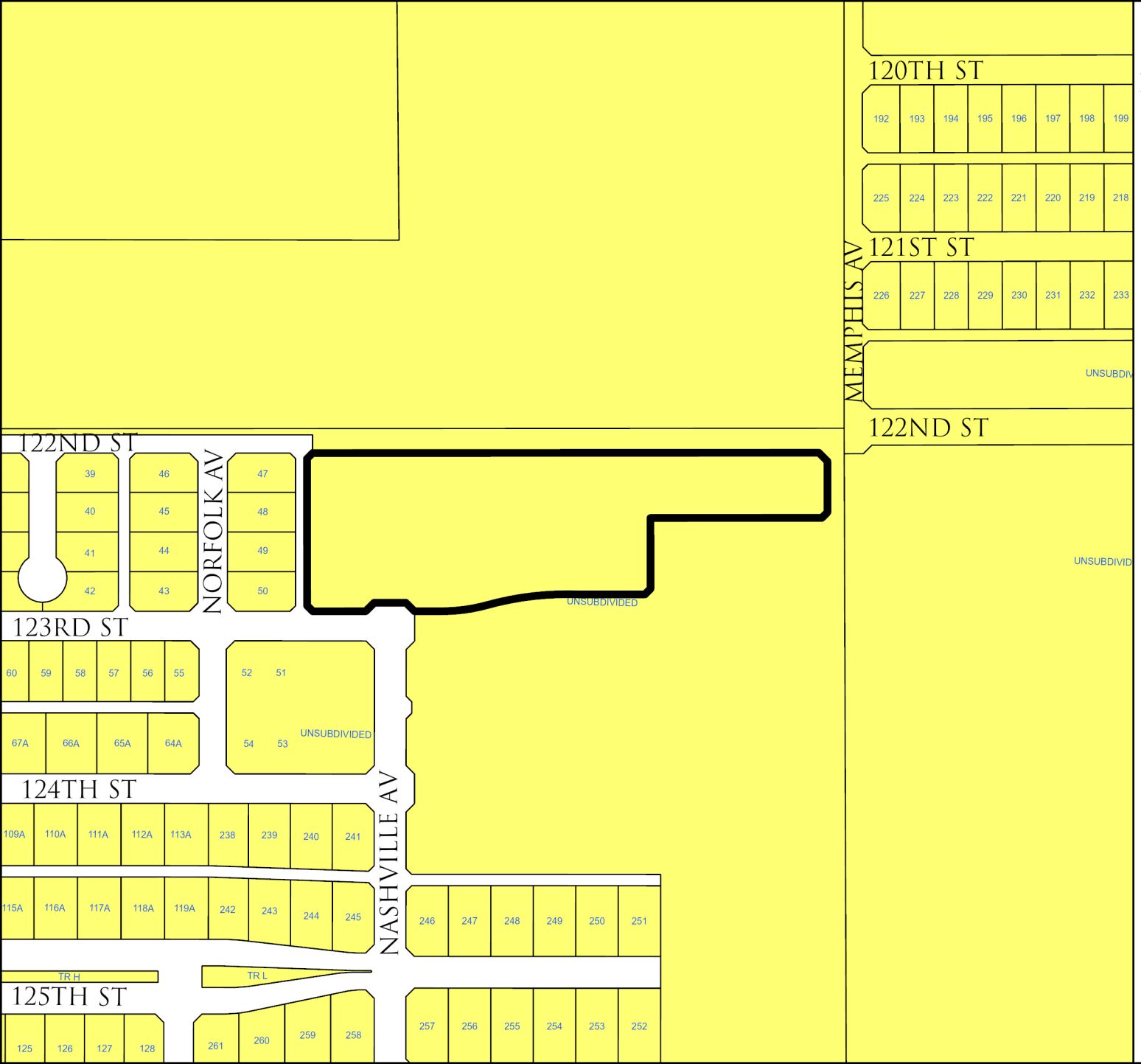
Zoning Districts

- Single Family Specific Use
- Transitional

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021



Future Land Use Plan
3050-G

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 75 150 300
Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

3050-G

Subject property view to the east.

View to the north.

View to the west.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 123rd Street and Nashville Avenue. Refer to sketch.

Lots/Tracts: Lots 398-435, Solaris Estates

Survey & Abstract:

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 4.50

Existing Land Use: Undeveloped Existing Zoning: R-1

Requested Zoning: R-2

If property is not subdivided, will a preliminary plat be submitted? Yes ☑ No ☐

Representative/Agent Information (if different from owner)

Firm Name: AMD Engineering, LLC

Name: Westin McCowen, P.E.

Address: 6515 68th Street, Suite 300 City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: wmccowen@amdeng.com

Applicant's Signature: Westin McCowen

Date: 3/31/21 Printed Name: Westin McCowen

Owner Information

Firm Name: Brooke Heights II, LTD

Owner: Barry Brown

Address: 8008 Slide Road, Suite 37B City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-771-5976 Email: bbrown@acmeelect.com

Property Owner's Signature: Westin McCowen (on behalf of Brooke Heights II, LTD.)

Date: 3/31/21 Printed Name: Westin McCowen

Preparer Information

Preparer's Signature: Westin McCowen

Date: 3/31/21 Printed Name: Westin McCowen

For City Use Only

Zone Case No: Planning and Zoning Commission Date:

Request for zoning change from: To:

Lots: Blocks:

Addition:

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3050-G***

In Favor ____

Opposed X

Reasons and/or Comments: Allowing R-2 Zoning will Allow Townhomes as shown on the plat for this area. This Configuration would Allow 8 ~~more~~ Houses to be Constructed as opposed to 4 at the Adjoining Alley - we prefer that this area be Zoned R-1.

Print Name Greg & Martha Zielinski

Signature: Martha Fielinski

Address: 12201 Norfolk Ave

Address of Property Owned: Same

Phone Number: 806-790-1645

Email: mzielinski@lcisd.net

Zone Case Number: **3050-G** R312740 Recipient 11 of 13

ZIELINSKI MARTHA ANN & GREGORY M

12201 NORFOLK AVE

LUBBOCK TX 79423

RECEIVED APR 2 6 2021

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3050-G***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Brent McDonald - Senior Vice President

Print Name _____

Signature: Prosperity Bank, Co-Trustee
by _____

Address: 1401 Ave Q, Lubbock, TX 79401

Address of Property Owned: R98366

Phone Number: 806.741.2371

Email: _____

Zone Case Number: **3050-G** R98366 Recipient 12 of 13

BAXTER TRUSTS
PROSPERITY BANK TRUST
1401 AVENUE Q

LUBBOCK TX 79401-3819

From: CityPlanning
To: Ashley Vasquez
Subject: FW: Zone Case 3050-G
Date: Thursday, May 6, 2021 8:28:18 AM

From: Terry Ely <terryely2@gmail.com>
Sent: Wednesday, May 5, 2021 7:33 PM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: Zone Case 3050-G

RE: Zone Case 3050-G

We are opposed to the request for a variance change by Lubbock Land Company.

The proposed plat has been changed to a high density housing project directly across the street from our small park where many little children play every day, neighbors walk their dogs in the park and others exercise in the park, our home is just south of the park.

Almost three years ago, we had our home built and moved to Brooke Heights with the hope of enjoying family, friends and neighbors in a well-kept and safe subdivision. The concerns we all share as a community essentially fall into two areas: overall security of our neighborhood and diminished property values.

We are very concerned about these 29 acres that is or was a part of the original Brooke Heights sub-division located south of 122nd Street to 128th Street, from Memphis to Nashville. We would like to see the continuation of rear-entry single family homes with a minimum of 2,200 square feet not high density housing.

Thank you and most sincerely,

Terry & Jo Ann Ely
3913 – 124th Street
806-798-2259 (home)

From: CityPlanning
To: Ashley Vasquez
Subject: FW: Case # 3050-G
Date: Friday, April 30, 2021 10:29:50 AM

From: Mary Jo Lagoski <mjlagoski@yahoo.com>
Sent: Friday, April 30, 2021 10:27 AM
To: CityPlanning <cityplanning@mail.ci.lubbock.tx.us>
Subject: Case # 3050-G

To Whom It May Concern-

We are totally opposed to the variance requested by Lubbock Land Company. The current proposed plat shows multiple lots included which were not there when presented to Brooke Heights and the City. This addition of high density building directly across from our small neighborhood park will automatically draw multiple families to usage without Brooke Heights obtaining HOA fees to maintain the park equipment.

In additon to this, the streets in the new plat have been changed without consideration to the water flow during rain. This brings a future drainage issue.

This is the second time we have seen Lubbock Land Company present and agree to one proposal, only to have them change it at the last minute without consideration for the adjoining property.

Therefore, please consider denying the proposed variance request. Thank you.

Sincerely,
Mike and Mary Jo Lagoski
3910 126th Street
Brooke Heights

Regular City Council Meeting **7. 6.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3431, a request of Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc., for a zone change from Transition (T) to General Retail District (C-3) with a Specific Use for Self-Storage Facilities, at 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3431 Ordinance
3431 Staff Report
3431 Documentation

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. 3431; A ZONING CHANGE FROM T TO C-3 SPECIFIC USE FOR SELF-STORAGE FACILITY, AT 14505 SLIDE ROAD, LOCATED EAST OF SLIDE ROAD AND NORTH OF 146TH STREET, ON 17.320 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 5, 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. 3431

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3 Specific Use** for **a Self-Storage Facility** zoning district at **14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3431
May 6, 2021

C-3 Zone

Description

12.902 acres out of a 17.320 acre tract of land located in Section 5, Block AK, Lubbock County Texas, being the same as a tract described in Volume 4748, Page 130 of the Real Property Records of Lubbock County, Texas, being further described as follows;

BEGINNING at a Point, being the same as the Southwest corner of Section 5, Block Ak, Lubbock County, Texas and also being the same as the Southwest corner of said 17.320 acre tract;

THENCE North 0°00’18” East a distance of 398.00 feet to a point in the west line of said Section 5;

THENCE South 89°57’00” East a distance of 734.50 feet to a point;

THENCE North 0°00’18” East a distance of 262.00 feet to a point;

THENCE South 89°57’00” East a distance of 408.65 feet to a point;

THENCE South 0°00’18” West a distance of 660.00 feet to a point;

THENCE North 89°57’00” West along the south line of said Section 5 to the POINT OF BEGINNING.

C-3 Specific Use

Description

4.418 acres out of a 17.320 acre tract of land located in Section 5, Block AK, Lubbock County Texas, being the same as a tract described in Volume 4748, Page 130 of the Real Property Records of Lubbock County, Texas, being further described as follows;

BEGINNING at a Point that bears North 0°00’18” East a distance of 660.00 feet from the Southwest corner of Section 5, Block AK, Lubbock County, Texas;

THENCE South 89°57’00” East a distance of 734.50 feet to a point;

THENCE South 0°00’18” West a distance of 262.00 feet to a point;

THENCE North 89°57’00” West a distance of 734.50 feet to a point;

THENCE North 0°00’18” East a distance of 262.00 feet along the west line of said Section 5 to the POINT OF BEGINNING.

Planning Department
City of Lubbock

Staff Report	Zone Case 3431
City Council Meeting	May 25, 2021

Applicant Centerline Engineering & Consulting, LLC

Property Owner 146th Street & Slide Road, Inc.

Council District 5

Recommendations
- Staff recommends approval of this request.

Prior Board or Council Action
- March 12, 2019: This property was annexed through Ordinance No. 2019-O0030 and was zoned Transitional District (T).
- May 6, 2021: The Planning and Zoning Commission recommended approval of a zone change to General Retail District (C-3) with a Specific Use for Self-Storage Facilities by a vote of 5-0-0.

Notification Summary
- Notifications Sent: 12
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 2019 and is currently developed with a single family residence built in 1947.

Adjacent Property Development
The properties to the west and south of the subject property are outside of city limits and are sparsely developed with single family residences. The property to the north is zoned General Retail District (C-3) and is undeveloped. The properties to the northeast are zoned Single Family District with a Specific Use for Garden Homes and are also undeveloped.

Zoning Request and Analysis
Item Summary
The subject property is addressed at 14505 Slide Road and is located north of 146th Street and east of Slide Road. The applicant requests a zone change for 17.32 acres of unplatted land out of Block AK, Section 5 from Transition (T) to General Retail District (C-3).

Current zoning: **Transition (T)**

Requested zoning: **General Retail District (C-3) Specific Use for Self-Storage Facilities**

Intent Statements
The intent of the proposed C-3 zoning is, "…to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered."

The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along Slide Road, which is designated as a Principal Arterial and 146th Street, which is designated as a Minor Arterial by the Master Thoroughfare Plan. The current roadway network is capable of supporting the amount of traffic that General Retail District zoning generates. With no water lines existing in the immediate vicinity, water lines will need to be extended for fire suppression.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. General Retail District (C-3) currently exists directly to the north of the subject property.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Plan designates the subject area as a "Retail Node" which includes "light commercial, retail, office, and mixed-use" development according to the comprehensive plan. The level of intensity in C-3 is appropriate for this area, and is compatible with both the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercially zoned properties in the area.

Suitability of Property for Allowed Uses
The property is well suited for the proposed use and may require additional public improvements to support the intensity of this use.

Attachments
- A. Case Information
- B. Thoroughfare Map
- C. Notification Map
- D. Aerial Map
- E. Zoning Map
- F. Future Land Use Map
- G. Photos
- H. Application and supporting documentation
- I. Response Letters

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3431

Allowable Uses: General Retail District (C-3) Specific Use for Self-Storage Facilities

Transportation: The proposed development has points of access from Slide Road and 146th Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Slide Road *Principal Arterial, Partial*	R.O.W. 110 feet, one-lane, undivided, paved	R.O.W. 110 feet, seven-lane, undivided, paved
146th Street *Minor Arterial, Partial*	R.O.W. 110 Feet, one-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved

Engineering Comments: There is no water in the area. Water will be needed for fire suppression.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.7 **Case 3431:** Centerline Engineering & Consulting, LLC for 146th Street & Slide Road, Inc.

Request for a zone change to General Retail District (C-3) with a Specific Use for Self-Storage Facilities from Transition (T), at:

- 14505 Slide Road, located east of Slide Road and north of 146th Street, on 17.320 acres of unplatted land out of Block AK, Section 5.

PLANNER BAILEY SHILLINGS stated there were twelve (12) notifications sent out, with zero (0) returned in favor and one (1) returned in opposition. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

APPLICANT PHILLIP TROUNG 8312 Upland Avenue advised he was available to answer any questions.

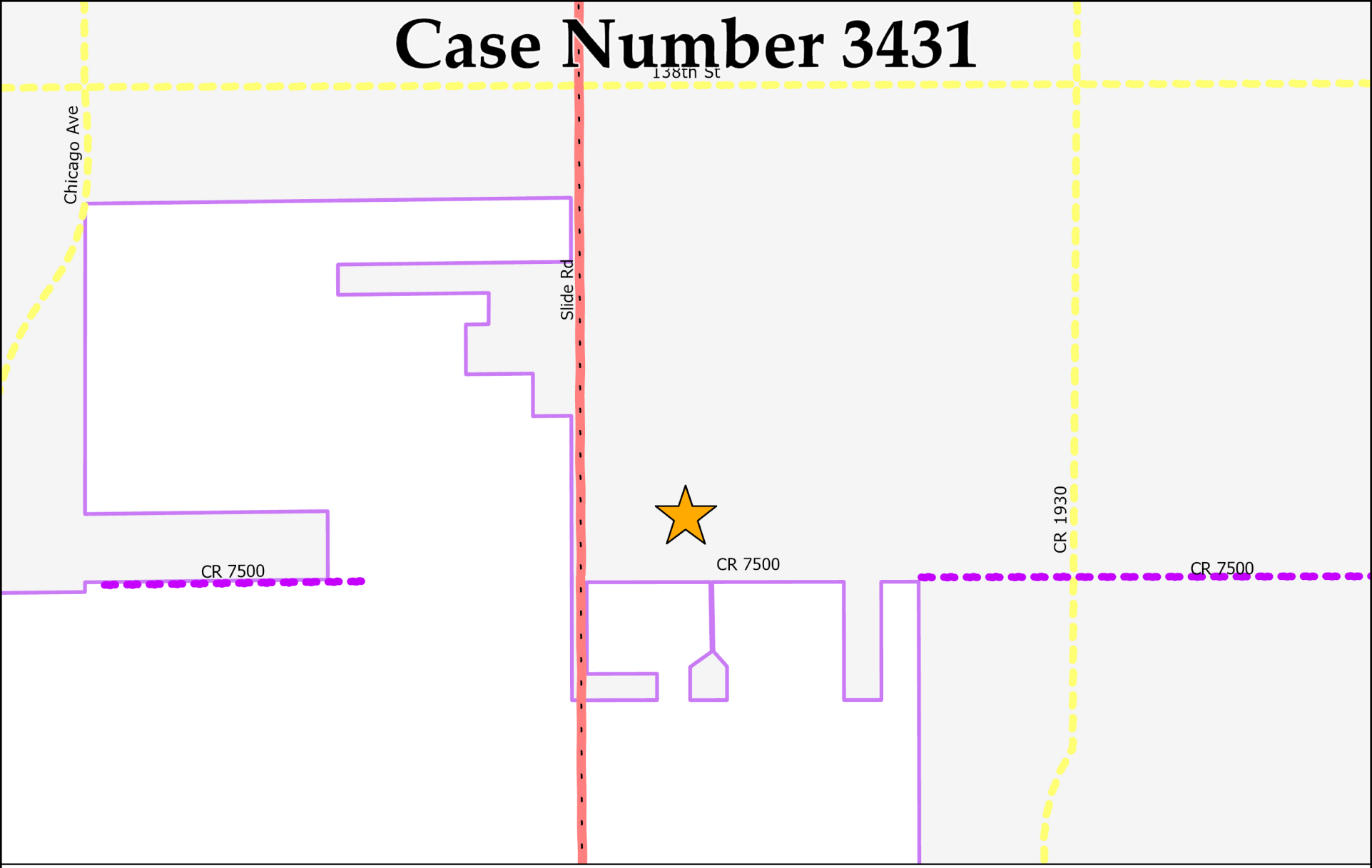
BOARDMEMBER DAN WILSON asked the applicant how much of the parcel will be used for the self-storage facility. Mr. Wilson also asked how Hugo Reed's name ended up on the documentation for this case. Mr. Troung stated the survey was provided to them by their client.

Public Hearing

IN FAVOR MICHAEL POSTER 3110 Frankford stated Hugo Reed completed the survey, which is why their name was on the survey.

In the matter of **Zone Case 3431** a motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3431



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
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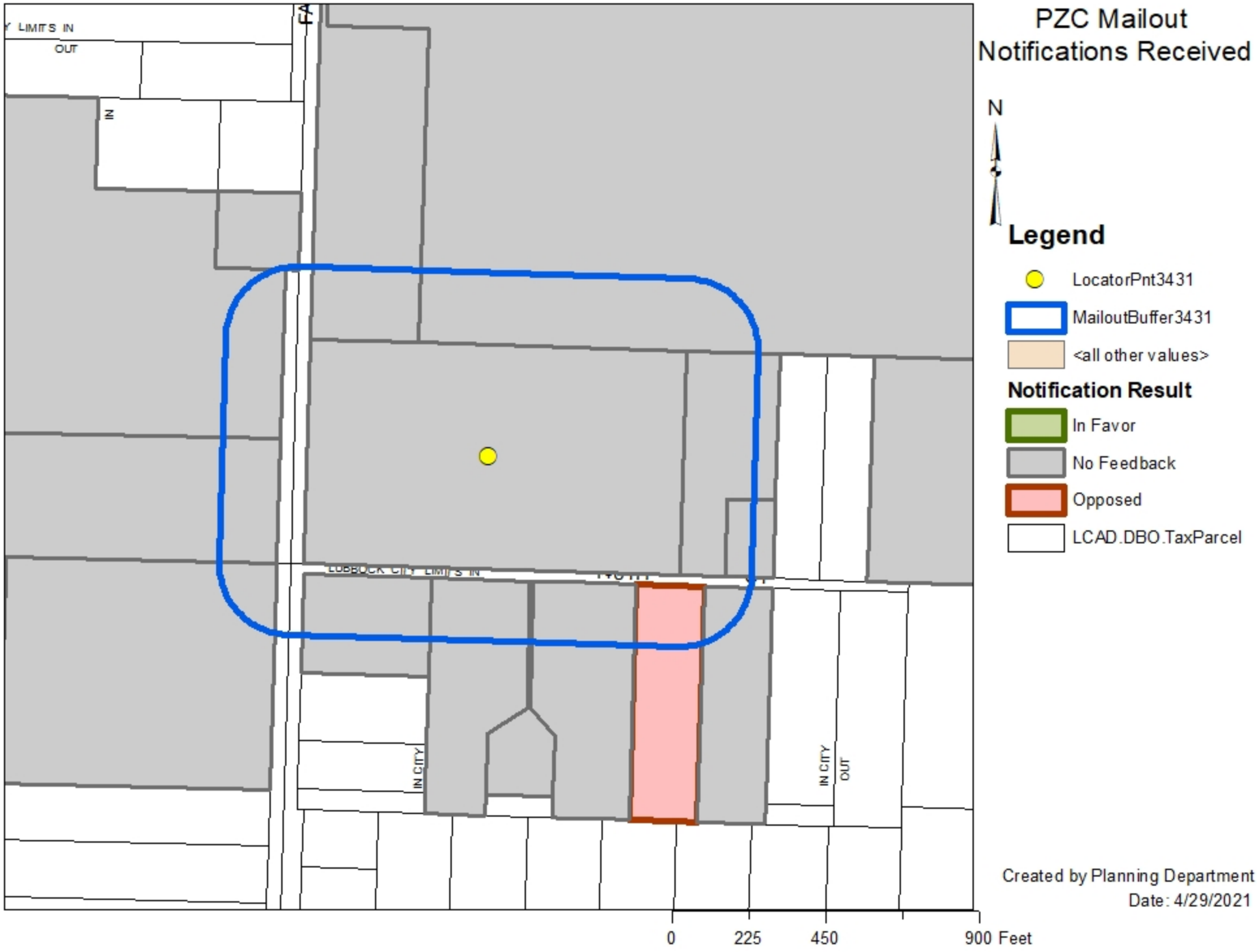
Date Exported: 4/12/2021


PZC Mailout
Notifications Received
N
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MailoutBuffer3431
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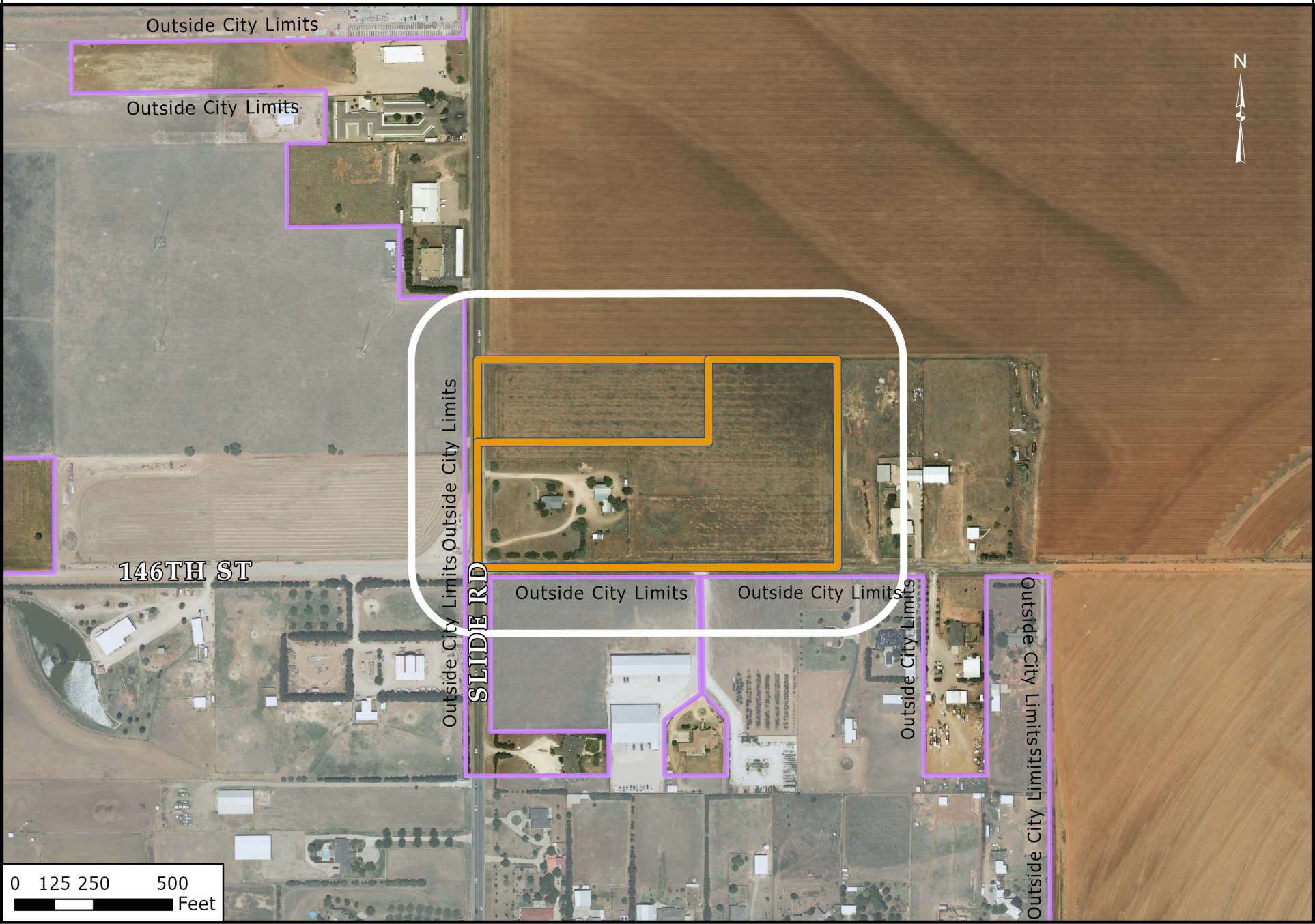
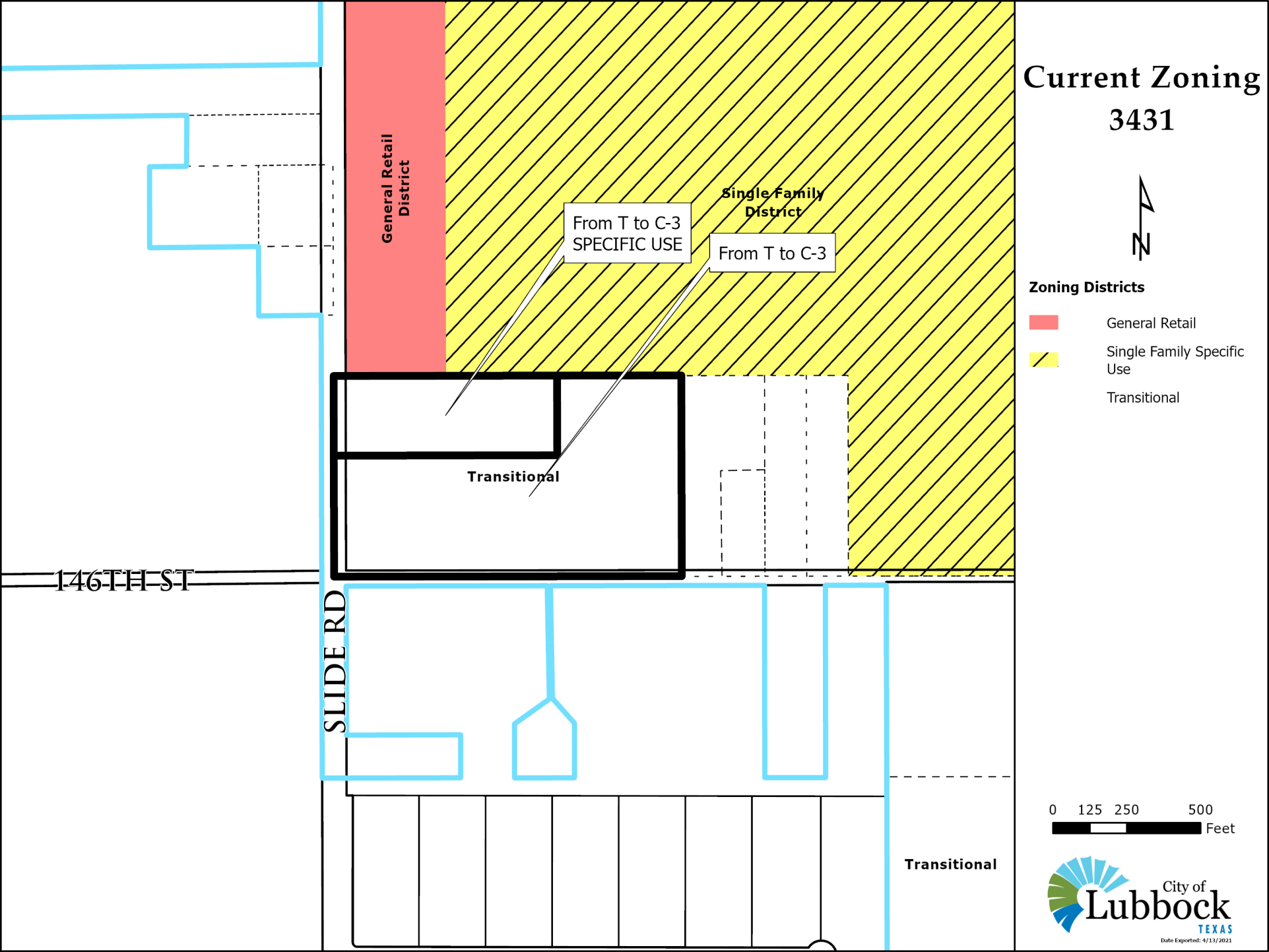
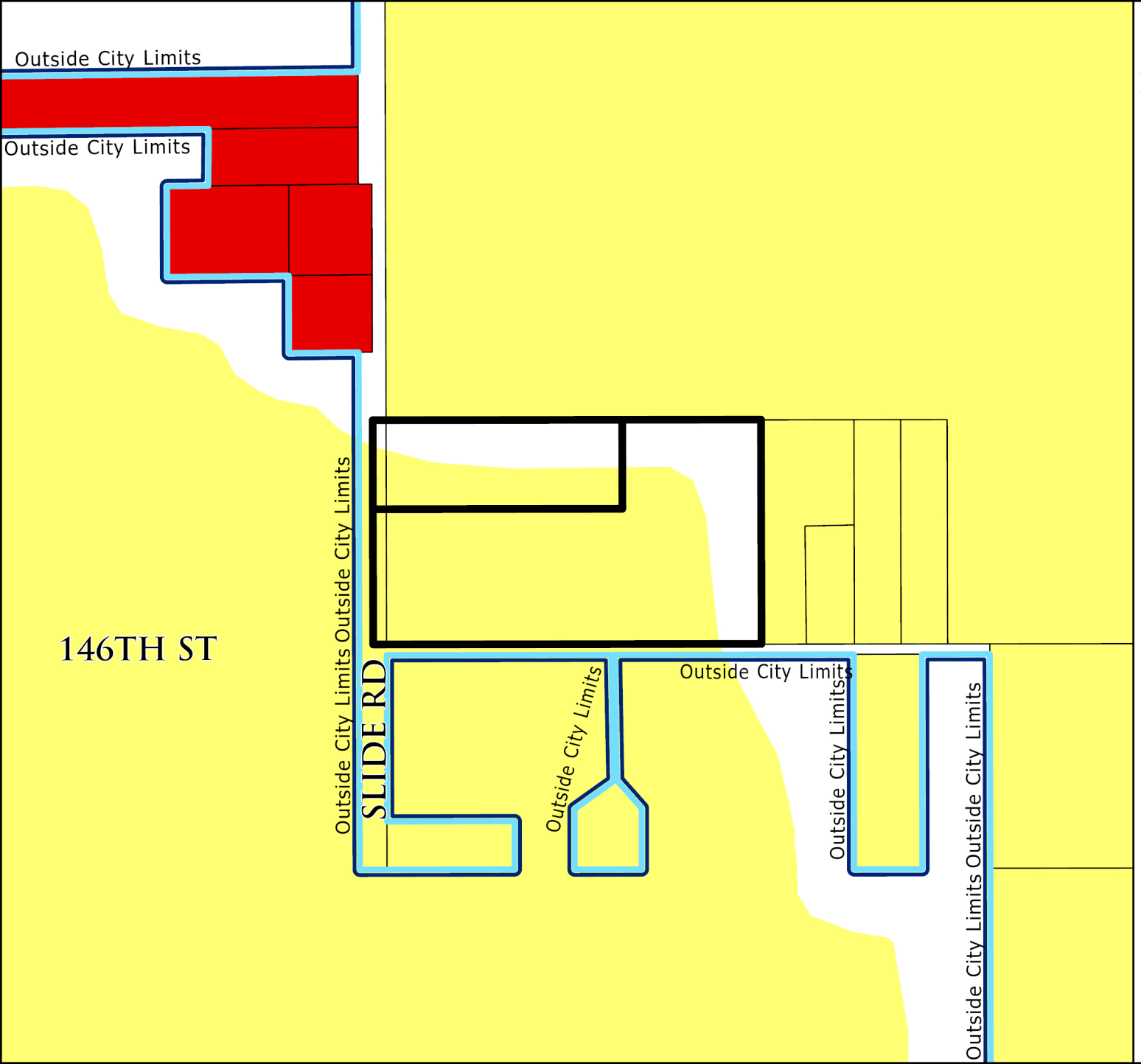
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
Created by Planning Department
Date: 4/29/2021
0
225
450
900 Feet
IN CITY
IN CITY
OUT

Case Number 3431




Current Zoning
3431
General Retail District
Single Family District
From T to C-3 SPECIFIC USE
From T to C-3
Transitional
146TH ST
SLIDE RD
Transitional
Zoning Districts
General Retail
Single Family Specific Use
Transitional
0 125 250 500
Feet
City of Lubbock
TEXAS
Date Exported: 4/13/2021



Future Land Use Plan
3431

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

3431

Subject property at 14505 Slide Road.

View to the north.

View to the west directly across Slide Road.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 14505 SLIDE RD, LUBBOCK, TX 79424

Lots/Tracts: 2

Survey & Abstract: Section 5, Block AK, Lubbock County, EL&RR RR CO. Abstract 163

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 17.320

Existing Land Use: Farm Improvements Existing Zoning: Transitional

Requested Zoning: C-3 Specific Use (Self Storage) & C3

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☐

Representative/Agent Information (if different from owner)

Firm Name: Centerline Engineering & Consulting LLC.

Name: Phillip Truong

Address: 8312 Upland Avenue City: Lubbock State: TX

ZIP Code: 79424 Telephone: 806-470-8686 Email: survey@centerlineengineering.net

Applicant's Signature: Phillip Truong

Date: 3/24/2021 Printed Name: Phillip Truong

Owner Information

Firm Name: 146th Street & Slide Road INC

Owner: Michael Postar

Address: 3110 Frankford Avenue City: Lubbock State: TX

ZIP Code: 79407 Telephone: 806-789-6087 Email: postarmichael@gmail.com

Property Owner's Signature:

Date: 3/24/2021 Printed Name: Michael Postar

Preparer Information

Preparer's Signature: Phillip Truong

Date: 3/24/2021 Printed Name: Phillip Truong

For City Use Only

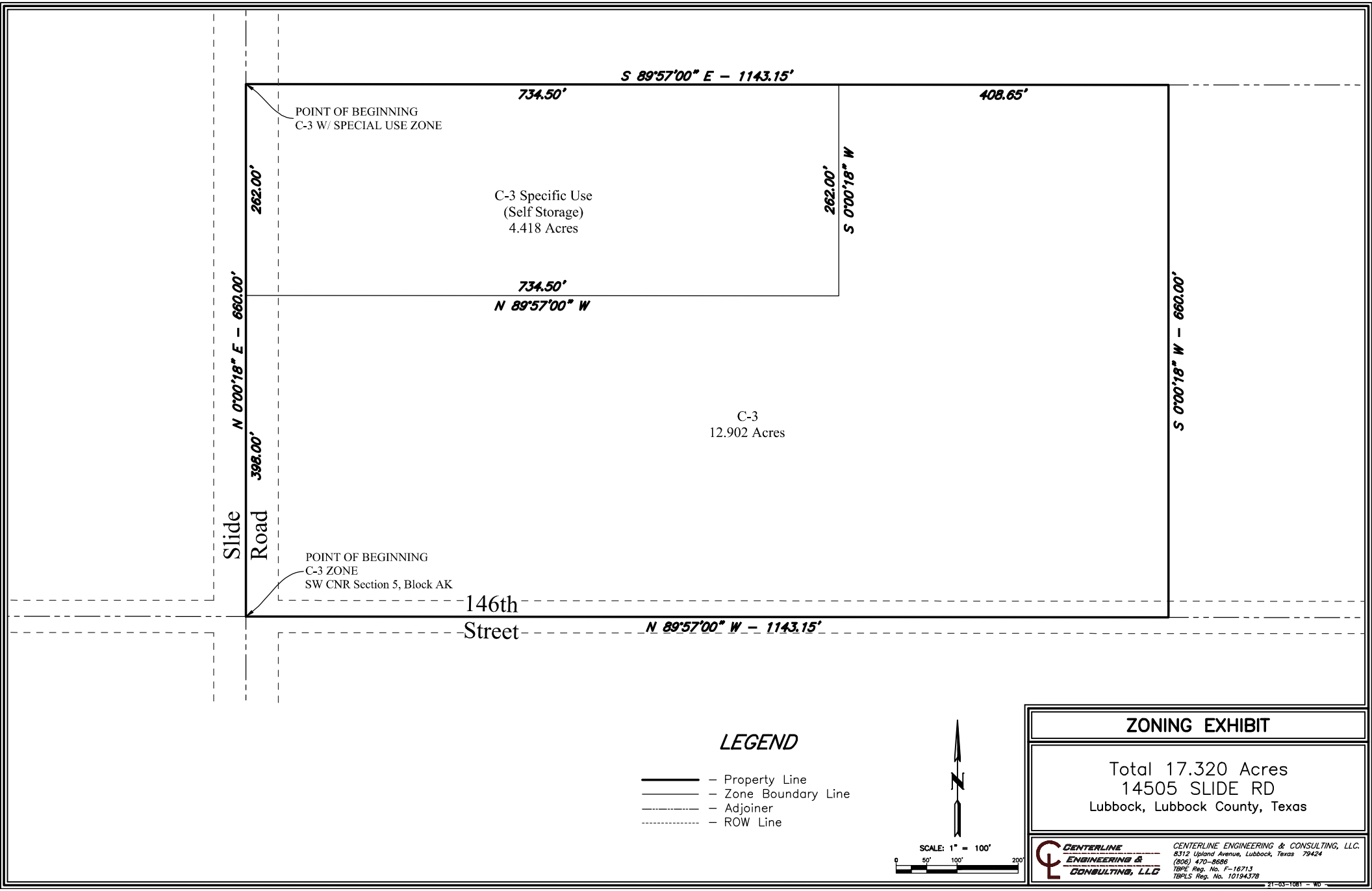
Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



ZONING EXHIBIT

Total 17.320 Acres
14505 SLIDE RD
Lubbock, Lubbock County, Texas

CENTERLINE ENGINEERING & CONSULTING, LLC
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

21-03-1081 – WD

146TH & SLIDE RD.

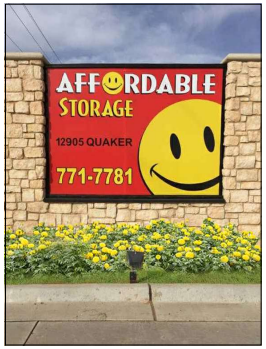
4.177 ACRES LOT, (181,959 SQ FT)
TOTAL SQ FT - 93,960 SQ FT
RENTABLE SQ FT - 84,860 SQ FT

262'0" FRONTAGE x 694'6" DEPTH = 181,959 SF
(4.177 ACRES)

CLIMATE CONTROLLED UNITS

ENTRY GATE AND EXTERIOR WALL

EXTERIOR BRICK WALL



STREET SIGNAGE

FRONT OFFICE WITH SIGNAGE

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3431***

In Favor ___

Opposed ✓

Reasons and/or Comments:

Print Name Linda Mayne
Signature: Linda Mayne
Address: 5007 CR 7500
Address of Property Owned: 5007 CR 7500
Phone Number: 806 790 1152
Email: lmmayne@live.com

Zone Case Number: **3431** R140518 Recipient 8 of 12
MAYNE LINDA M
5007 CR 7500

LUBBOCK TX 79424

RECEIVED
APR 28 2021
BY:

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

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3432, a request of Dwain Lane for Carolyn Lane Musgrave, for a zone change from Commercial District (C-4) and Local Retail District (C-2) to (C-4) with a Specific Use for a Dance Hall, at 1801 19th Street, and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3432
Staff Report 3432
Documentation 3432

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. 3432; A ZONING CHANGE FROM C-4 AND C-2 TO C-4 SPECIFIC USE FOR A DANCE HALL, AT 1801 19TH STREET AND 1904 AND 1906 AVENUE R, LOCATED SOUTH OF 19TH STREET AND WEST OF AVENUE R, LANE ADDITION, BLOCK 1, LOTS 1, 2, 5, AND 6, 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. 3432

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 and C-2** to **C-4 Specific Use** for **a Dance Hall** zoning district at **1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6,** City of Lubbock, Lubbock County, Texas.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended,

including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-4 and C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/CityAtt/Kelli/Zones/ZC3432
May 6, 2021

Planning Department
City of Lubbock

Staff Report	Zone Case 3432
City Council Meeting	May 25, 2021

Applicant Dwain Lane

Property Owner Carolyn Lane Musgrave

Council District 1

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- February 7, 1921: This property was annexed through Ordinance 197.
- March 13, 1941, Original Zoning Ordinance: This property was zoned Commercial District (District H) and Two-Family District (District B).
- December 22, 1960, Zone Case 0884: This property was zoned Commercial District (C-4).
- March 13, 2014, Zone Case 3224: The northern section of this property was zoned Local Retail District (C-2).
- May 6, 2021, Zone Case 3432: The Planning and Zoning Commission recommended approval of a zone change to C-4 with a Specific Use for a Dance Hall by a vote of 5-0-0.

Notification Summary

- Notifications Sent: 25
- Received In Favor: 0
- Received In Opposition: 2

Site Conditions and History

The subject property was annexed in 1921 and was developed with a commercial building in 1941. The building was originally granted a certificate of occupancy as a café on January 10, 1942; and on February 6, 1974, the use of the building was changed to a public bar. On February 24, 1989, the bar was then turned into a game room and club.

Adjacent Property Development

The properties to the north, east and west are zoned C-2 and have been developed with commercial buildings. The property to the south is zoned C-4 and is developed with a parking lot.

Zoning Request and Analysis

Item Summary

The subject property is addressed as 1801 19th Street and 1904 and 1906 Avenue R, and is located south of 19th Street and west of Avenue R. The applicant requests to rezone the subject property from C-2 and C-4 to C-4 with a Specific Use for a dance hall.

Current zoning: **Local Retail District (C-2) and Commercial District (C-4)**

Requested zoning: **Commercial District (C-4) with a Specific Use for a Dance Hall.**

Intent Statements
The intent of the current C-2 zoning is "…to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the current and proposed C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

The intent of the proposed Specific Use zoning is "…to provide for design and land use flexibility in the various districts. This district provides for variations in the land use standards within the [zoning] ordinance, provided the intent, principles, and innovations of modern urban planning and design are used."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along 19th Street and Avenue R. 19th Street is designated as Minor Arterial by the Master Thoroughfare Plan, 2018, and Avenue R is designated as a Local street. Minor Arterial roads are designed for a higher intensity of traffic, and Local streets are designed for medium volumes of vehicles operating at lower speeds and provide access and movement within residential, commercial, and industrial areas (Comprehensive Plan, page 87). The proposed rezoning will be suitable for these types of roads.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designate this area for "Commercial/Light Retail". The level of intensity for a dance hall is appropriate for this area, and C-4 would conform to the Comprehensive Plan principles and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial uses that are already established. The existing building was used as a club and game room (Crossroads) until 2017; but according to the owner, it began its use as a venue (Stiletto's) in 2019 and therefore it lost its nonconforming status as a bar/nightclub due to there being no alcohol sales for over a year. It appears that it was allowed to continue as a similar use when the current tenants occupied the building, and so the building still retains its nonconforming status as a dance hall today. Dance halls do not permit the sale of alcohol as an incidental use, and therefore this request would bring the use of the building into conformance with the zoning ordinances.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-4 zoning districts, or for the Specific Use of a Dance Hall.

Attachments

A. Case Information
B. Thoroughfare Plan Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documents
I. Notification Response Letters

Staff Contacts

Jacob Hawkins
Planner
Planning Department
806-775-2096
jhawkins@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3432

Allowable Uses: Commercial District (C-4)

Transportation: The proposed development has points of access from 19th Street and Avenue R.

Thoroughfare	Existing	Per Thoroughfare Development Plan
19th Street *Minor Arterial, Completed*	R.O.W. 88 feet, five-lane, undivided, paved	R.O.W. 100 feet, five-lane, undivided, paved
Avenue R *Local, Completed*	R.O.W. 50 feet, two-lane, undivided, paved	Two-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.8 **Case 3432:** Dwain Lane for Carolyn Lane Musgrave

Request for a zone change from Commercial District (C-4) and Local Retail District (C-2) to C-4 with a Specific Use for a Dance Hall, at:

- 1801 19th Street and 1904 and 1906 Avenue R, located south of 19th Street and west of Avenue R, Lane Addition, Block 1, Lots 1, 2, 5, and 6.

PLANNER JACOB HAWKINS stated there were twenty-five (25) notifications sent out, with zero (0) returned in favor and two (2) in opposition, stating concerns about a possible increase in violence, the close proximity to Lubbock High School, and the potential to devalue the neighborhood. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

CHAIR ZACH SAWYER asked how long the property has been a dance hall. Mr. Hawkins stated it has been Stiletto's Dance Hall since 2019, but deferred to the applicant to explain further.

APPLICANT DWAIN LANE 18810 FM 1730 co-owner of the property advised it has been operating for over 40 years as a bar. First was it was Town Draw, then Crossroads, but was shut down in 2019. At that time he took over the property again. The building was in disrepair, there was trash, weeds, people driving across the property, and homeless people breaking into the building often. Now he has a lease with Sandra who cleaned it up, erected a fence, repaired the roof, and spent a lot of time and money on it, but could not do anything with it for a year because of COVID. When she went to get a Certificate of Occupancy, she

was told it was not zoned correctly. That is what has brought them in front of the board today to get the correct zoning for them to open as an event center.

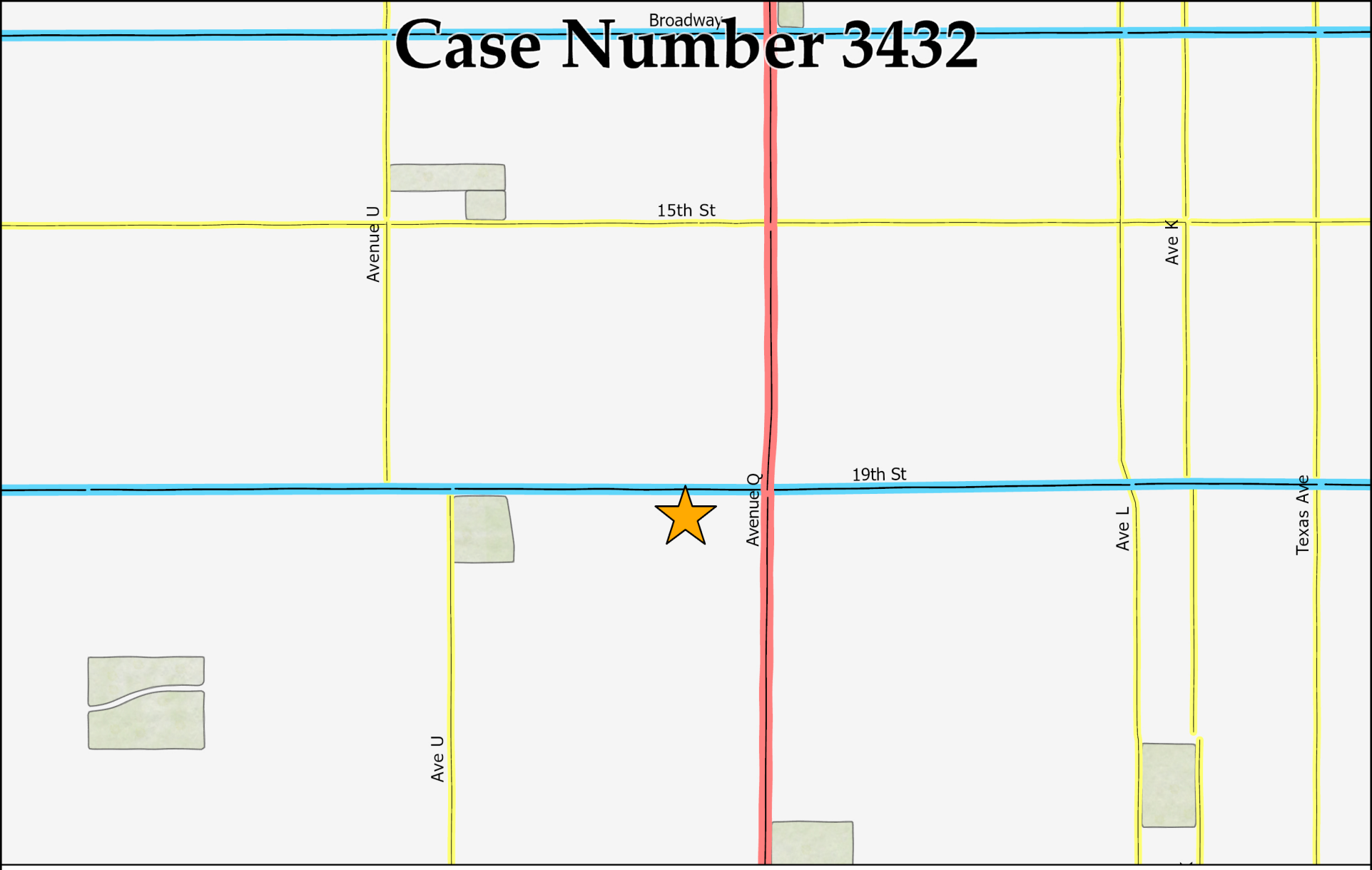
Public Hearing

No one spoke in favor or in opposition to the request.

BOARDMEMBER DAN WILSON asked for clarification on the required zoning for an event center. Mrs. Sager answered it is C-4 Specific Use for a Dance Hall, as the Code does not call out event center.

In the matter of **Zone Case 3432** a motion was made by **DAN WILSON** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3432



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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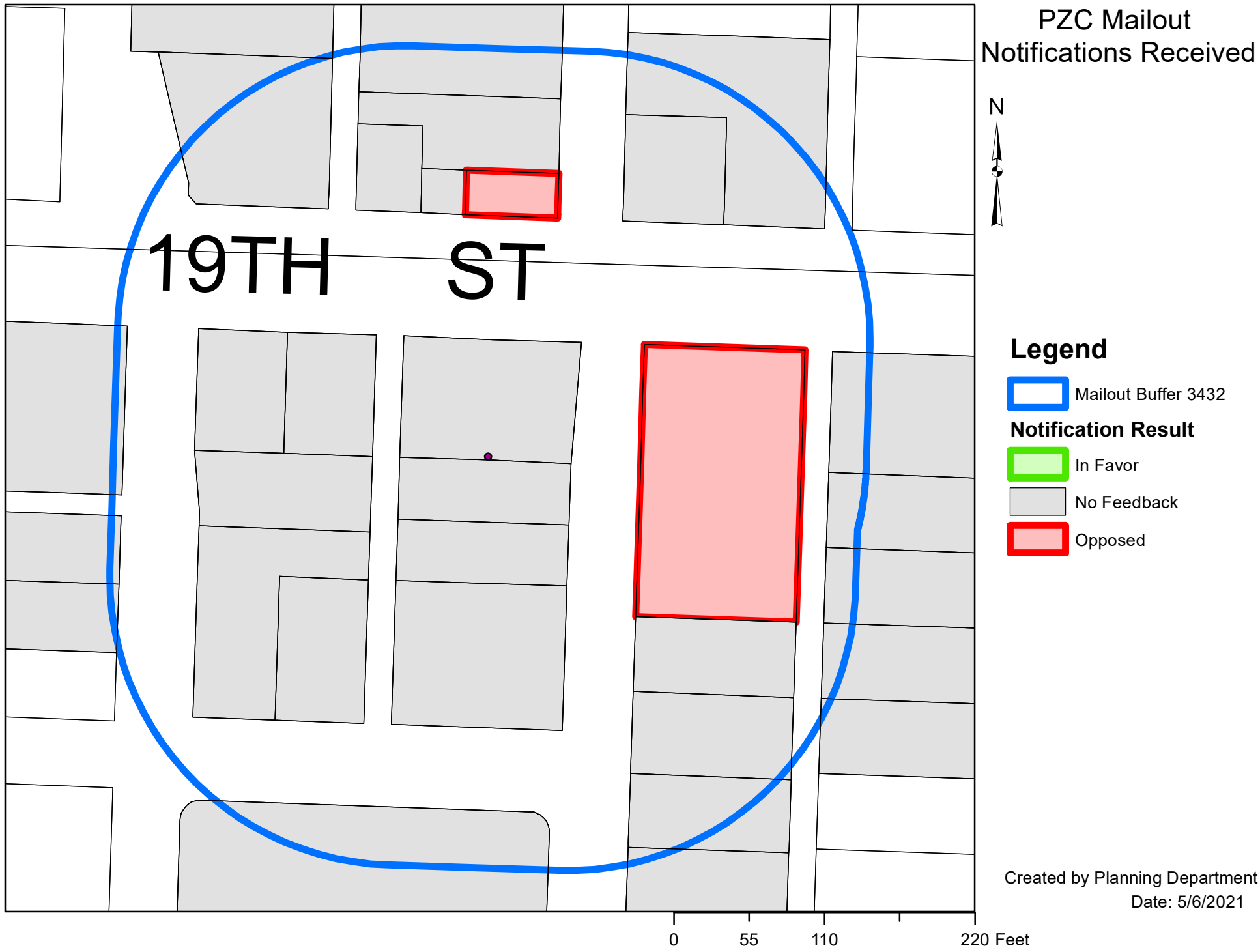
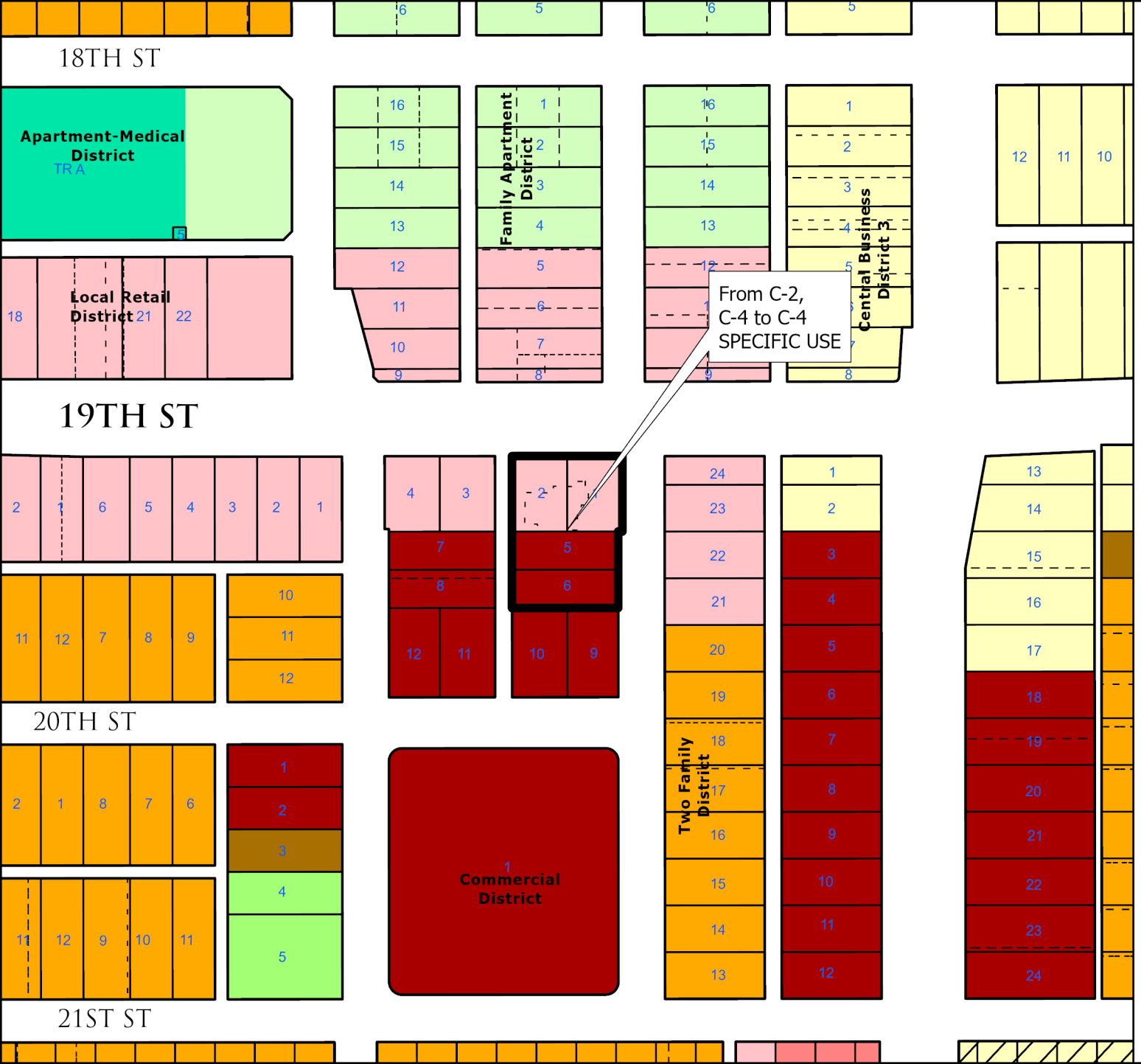
Date Exported: 4/12/2021


PZC Mailout
Notifications Received
N
19TH ST
Legend
Mailout Buffer 3432
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 5/6/2021
0
55
110
220 Feet

Case Number 3432



Current Zoning
3432

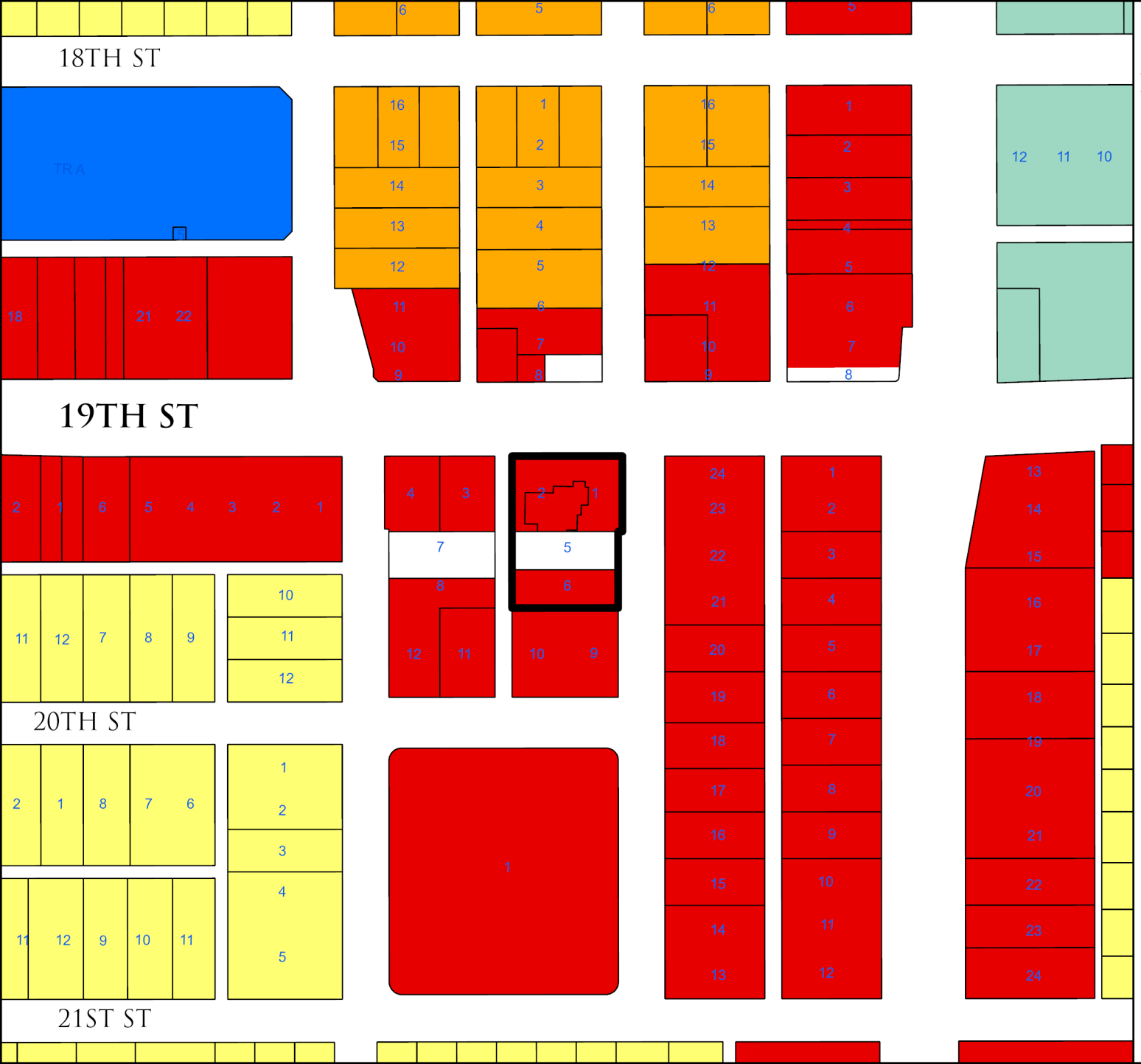
Zoning Districts

- Family Apartment
- High Density Apartment
- Apartment-Medical
- Local Retail
- General Retail
- Commercial
- Central Business District 3
- Central Business District 3 Specific Use
- Two Family
- Multi-Family

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021



Future Land Use Plan
3432

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

3432

View of subject property. View south.

View of adjacent property. View east.

View of adjacent property. View west.

View of adjacent property. View north.

City of Lubbock TEXAS

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 1801 - 19 th.

Lots/Tracts: Kane Subdivision Lots 1, 2, 5, 6.

Survey & Abstract: _____

Metes and Bounds Attached: Yes ☐ No ☐ Total Acreage of Request: _____

Existing Land Use: Event Center Existing Zoning: C-2 & C-4.

Requested Zoning: C4 Specific Use.

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☒

Representative/Agent Information (if different from owner)

Firm Name: _____

Name: Dwain Kane

Address: 18810 FM 1730 City: Lubbock State: Texas.

ZIP Code: 79424 Telephone: 806 789-4292 Email: DLHR@yahoo.com.

Applicant's Signature: Dwain Kane

Date: 3-26-2021 Printed Name: Dwain Kane

Owner Information

Firm Name: _____

Owner: Carolyn Kane Musgrave.

Address: P.O. Box 118 City: Camino State: CA.

ZIP Code: 95709 Telephone: 575 649 8941 Email: lane.carolyn@gmail.com

Property Owner's Signature: Carolyn Kane Musgrave

Date: 3-31-2021 Printed Name: Carolyn Kane Musgrave

Preparer Information

Preparer's Signature: _____

Date: _____ Printed Name: _____

For City Use Only

Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3432***

In Favor ___

Opposed X

Reasons and/or Comments:

I am opposed to P&Z case 3432 as a property owner directly across Avenue R to the east of the property for which the zoning change is requested. I am opposed to the zone change because:

1. It is two blocks from Lubbock High School and is in close proximity to residential property.
2. Neighborhood is in transition and needs protection from deteriorating properties.
3. Just a few years ago 19th street was changed from C4 to C2 to improve the street.
4. It will devalue my own Parks Printing property which we have significantly improved.

I think dancing is okay, but this change is a little much to ask of the neighbors around it and will benefit no one but the parties requesting the change.

Thank you for your consideration and service on the board.

Print Name DON R. PARKS

Signature: Don R Parks

Address: 1715-19TH. Street

Address of Property Owned: 1715-19TH Street

Phone Number: 806-787-3190

Email: dparks@parkscolor.com

Zone Case Number: **3432** R69973 Recipient 10 of 25

PARKS, DON R
1715 19TH ST

LUBBOCK TX 79401

RECEIVED
APR 28 2021
BY:

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3432***

In Favor ___

Opposed X

Reasons and/or Comments:

THIS Dance Hall is going to make the area very Loud and cause more violence then already EXIST. There's going to Be a lot more Crime and Fights. Too much Violence

Martin Flores

Print Name MARTIN FLORES

Signature: Martin Flores

Address: ~~1802 19th~~ 3405 I 27

Address of Property Owned: 1802 - 19th

Phone Number: 806 438-2723

Email: Martin8greg@yahoo.com

Zone Case Number: **3432** R138382 Recipient 20 of 25

FLORES MARTIN
3405 INTERSTATE 27

LUBBOCK TX 79404-2345

RECEIVED
APR 27 2021
BY:

Regular City Council Meeting **7. 8.**

Meeting Date: 05/25/2021

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3433, a request of AMD Engineering, LLC for Baxter Trusts, for a zone change from Transition (T) to Restricted Local Retail District (C-2A), generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22, and consider an ordinance.

Item Summary

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on May 6, 2021, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3433 Ordinance
3433 Staff Report
3433 Documentation

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. 3433; A ZONING CHANGE FROM T TO C-2A ZONING DISTRICT GENERALLY LOCATED SOUTH OF 114TH STREET AND EAST OF MEMPHIS AVENUE, ON 7.84 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 22, 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, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 3433

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-2A** zoning district **generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22,** City of Lubbock, Lubbock County, Texas, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bryan Isham, Director of Planning

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3433
May 6, 2021

DESCRIPTION FOR A ZONING CHANGE REQUEST IN
SECTION 22, BLOCK E2,
LUBBOCK COUNTY, TEXAS

(Sheet 1 of 2, Sketch of tract attached as Sheet 2)

METES AND BOUNDS DESCRIPTION of a 7.84-acre tract of land located in Section 22, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the southwest corner of said 7.84-acre tract, whence the northwest corner of plat limits of lots 1-40, Hatton Place, an addition (CCFN: 2016042417) bears N 88° 17' 04" W, a distance of 32.00 feet and S 01° 47' 28" W, a distance of 487.00 feet;

THENCE S 88° 16' 35" E an approximate distance of 549.10 feet;

THENCE N 32° 21' 34" E an approximate distance of 573.78 feet;

THENCE S 88° 17' 04" W an approximate distance of 805.40 feet;

THENCE S 46° 45' 12" W an approximate distance of 42.45 feet;

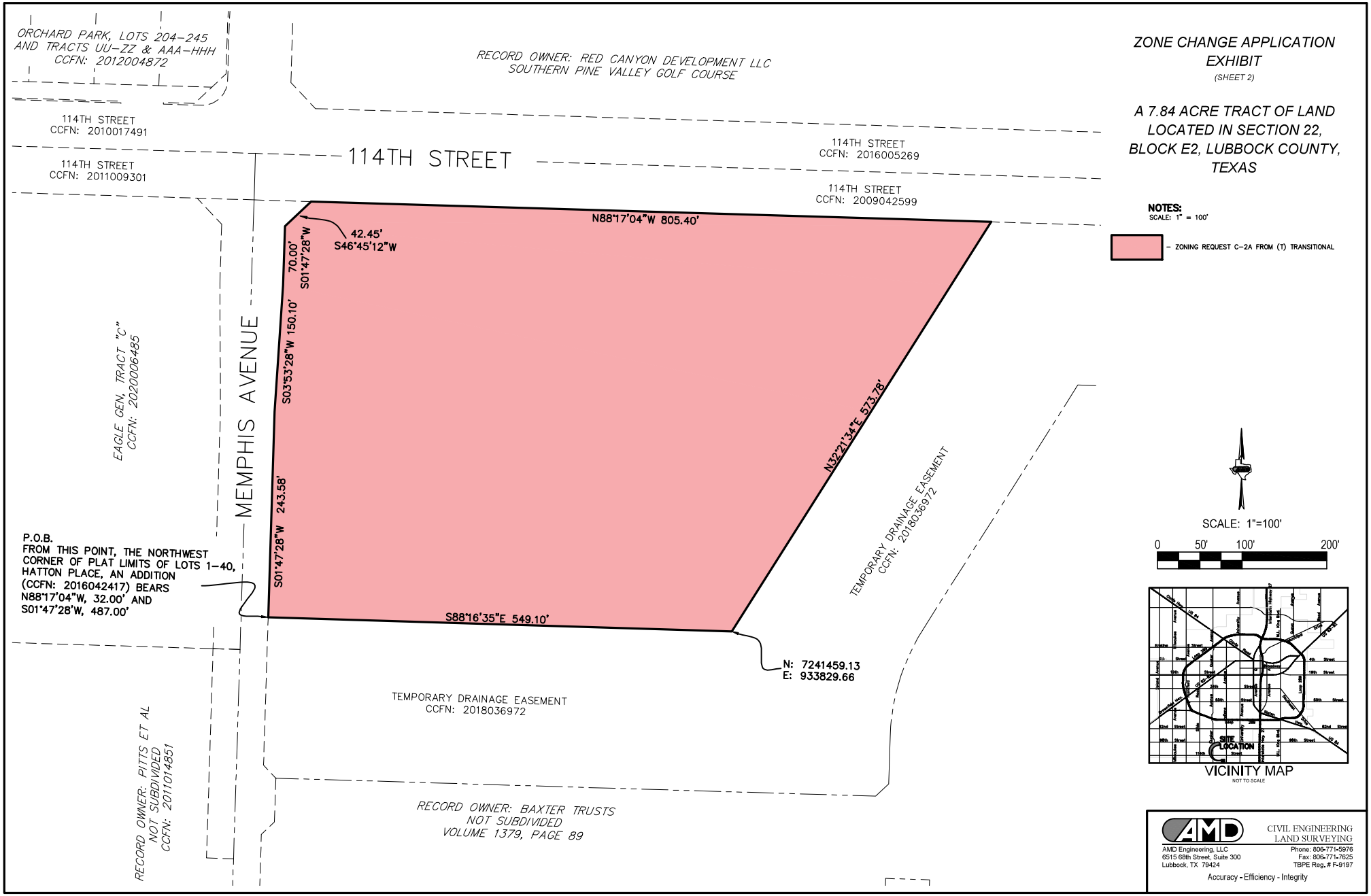
THENCE S 01° 47' 28" W an approximate distance of 70.00 feet;

THENCE S 03° 53' 28" W an approximate distance of 150.10 feet;

THENCE S 01° 47' 28" W an approximate distance of 243.58 feet to the Point of Beginning and containing approximately 7.84 acres.

This description was prepared for purposes of a zoning request and does not represent a survey made upon the ground.

Prepared for: Baxter Trusts
April 1, 2021



ZONE CHANGE APPLICATION EXHIBIT

(SHEET 2)

A 7.84 ACRE TRACT OF LAND LOCATED IN SECTION 22, BLOCK E2, LUBBOCK COUNTY, TEXAS

NOTES:
SCALE: 1" = 100'

– ZONING REQUEST C-2A FROM (T) TRANSITIONAL

SCALE: 1"=100'

0 50' 100' 200'

VICINITY MAP
NOT TO SCALE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Planning Department
City of Lubbock

Staff Report	Zone Case 3433
City Council Meeting	May 25, 2021

Applicant AMD Engineering, LLC

Property Owner Baxter Trusts

Council District 4

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- January 14, 1999: This property was annexed through Ordinance No. 1999-O10117 and was zoned Transition District (T).
- May 6, 2021 Zone Case 3433: Planning and Zoning Commission recommended approval of a zone change to Restricted Local Retail District (C-2A) from T by a vote of 5-0-0.

Notification Summary
- Notifications Sent: 7
- Received In Favor: 3
- Received In Opposition: 1

Site Conditions and History
The subject property was annexed in 1999 and has remained undeveloped.

Adjacent Property Development
The properties to the north, east, and south are zoned T and are currently developed with single family homes as well as Laura Bush Middle School to the southeast. The property to the west is zoned High Density Apartment District (A-2) and is currently being developed with apartments.

Zoning Request and Analysis
Item Summary
The subject property is generally located south of 114th Street and east of Memphis Avenue. The applicant requests a zone change for 7.84 acres of unplatted land out of Block E2, Section 22 from T to Restricted Local Retail District (C-2A).

Current zoning: **Transition (T)**

Requested zoning: **Restricted Local Retail District (C-2A)**

Intent Statements
The intent of the proposed C-2A zoning is, "…to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares."

The intent of the current T zoning is "…to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

Traffic Network/Infrastructure Impacts
The proposed zone change location is along 114th Street, which is designated as a Minor Arterial and Memphis Avenue, which is designated as a Collector by the Master Thoroughfare Plan, 2018. The current roadway network is capable of supporting the amount of traffic that C-2A zoning generates.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. High Density Apartments and commercial uses are near in proximity to the subject property. The permitted uses in C-2A would be a suitable addition to this area. The property is intended to be a mixture of garden office and restaurant uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The Future Land Use Plan designates the subject area for "Low Density Residential" land uses; however, areas between major intersections are referred to as neighborhood centers and are "intended for lighter types of retail, low intensity office, residential, and Public/Semi-Public uses" according to the Comprehensive Plan. The level of intensity in C-2A is appropriate for this area, and is compatible with both the Comprehensive Plan and Future Land Use Plan.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercially zoned properties in the area.

Suitability of Property for Allowed Uses
The property is well suited for the proposed use of garden offices and restaurants and may require additional public improvements to support the intensity of the uses.

Attachments

A. Case Information
B. Thoroughfare Map
C. Notification Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application and supporting documentation
I. Response Letters

Staff Contacts

Bailey Shillings
Planner
Planning Department
806-775-3147
bshillings@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3433

Allowable Uses: Restricted Local Retail District (C-2A)

Transportation: The proposed development has points of access from 114th Street and Memphis Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
114th Street *Minor Arterial, Partial*	R.O.W. 110 feet, one-lane, undivided, paved	R.O.W. 110 feet, five-lane, undivided, paved
Memphis Avenue *Collector, Partial*	R.O.W. 75 feet, one-lane, undivided, paved	R.O.W. 75 feet, 3-lane, undivided, paved

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.9 **Case 3433:** AMD Engineering LLC for Baxter Trusts

Request for a zone change to Restricted Local Retail District (C-2A) from Transition (T) at:

- Generally located south of 114th Street and east of Memphis Avenue, on 7.84 acres of unplatted land out of Block E2, Section 22.

PLANNER BAILEY SHILLINGS stated there were seven (7) notifications sent out, with three (3) returned in favor and one (1) in opposition. Staff shared the location with maps and pictures and discussed the surrounding area. Staff recommends approval of the request.

APPLICANT WILL STEPHENS, AMD Engineering 6515 68th Street stated that staff did a great job and has nothing else to add.

Public Hearing

OPPOSITION THOMAS PAYNE 15309 FM 1730, Lubbock County, advised there were facts omitted from the presentation. The land across the street is under development as R-1 Single Family Residential to the north. The Future Land Use Plan is misleading, as it shows it designated for Parks. The subject property is located dead center between Indiana and Quaker on a Collector at the half section line. If the intended use is garden office and commercial, why did the applicant not spilt the designations? There is a slippery slope the Planning and Zoning Commission and City Council need to consider. He assumes the City does not want to see commercial all the way across the thoroughfare, but a lot of zone cases will follow this

one if it is approved, that will be even more righteous. The Comprehensive Plan does not recommend commercial here and people will use this case as a precedent for other cases.

FAVOR DR.BOLKAR SAHINLER 5008 116th Street , advised he is trying to put a restaurant on the property and is available for questions. His home at Vicksburg and 114th looks right out to a developing office park. There is already commercial in the area, so why would it be an issue here? You have the same situation one mile down the street. His plan is to construct a restaurant and he already has a name and website for the restaurant. He is not sure if it will be garden offices or retail behind the restaurant.

THOMAS PAYNE advised the property to the north was still the golf course when the Comprehensive Plan was adopted, but the preliminary plat was on file with the City. He does not think it is accurate to compare this to what is down the street near Slide Road, which is zoned AM and GO, which is not commercial zoning.

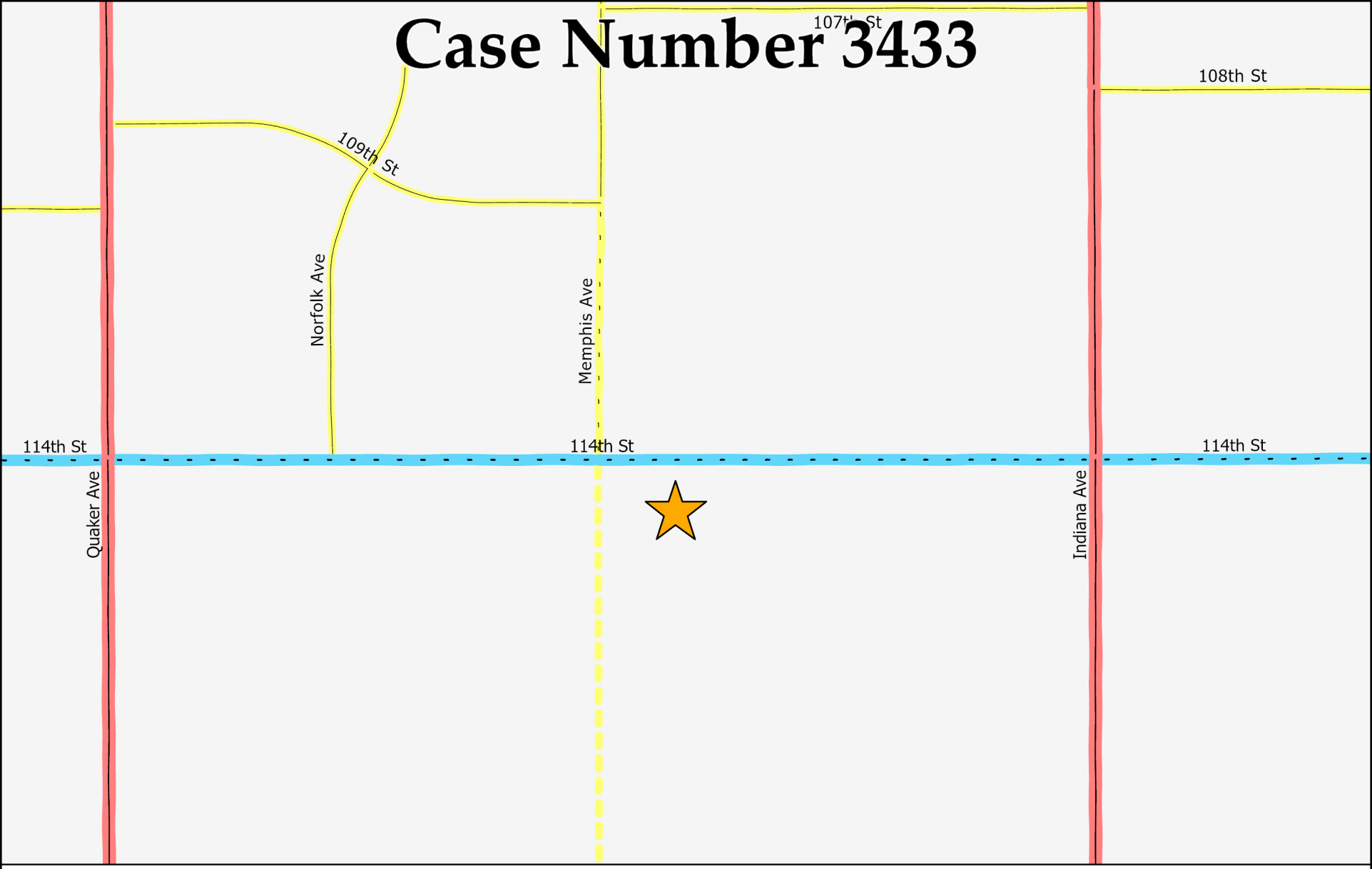
BOARDMEMBER DAN WILSON advised on Indiana and Quaker it is mostly commercial, with some garden office and office warehouse. Some areas on 114th are already residential. At times there are concerns with commercial next to residential when there is not a buffer. If this case is approved, are we opening the door to any property along a thoroughfare next to residential, to become commercial? Are we as a City ok with that? If this could be used as a case for precedence, are we ok with that?

BOARDMEMBER JORDAN WHEATLEY advised this is a unique case because of the drainage. No developer will be able to sell a house in this location, so he is trying to think of the best case scenario of what this corner could be used for. He is in favor of the request, because something needs to go there. James Bell agrees this is unique.

BOARDMEMBER DAN WILSON advised the Commission is charged with determining what is the best use for any tract of land that comes to them. He is not opposed, but if they approve this as commercial, will they have other cases coming that will call this case the precedence?

In the matter of Zone Case 3433 a motion was made by **JORDAN WHEATLEY** seconded by **JAMES BELL** to approve as presented and the Commission members voted 5 (in favor) to 0 (in opposition) to approve the motion. The item will be forwarded to City Council for consideration.

Case Number 3433



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

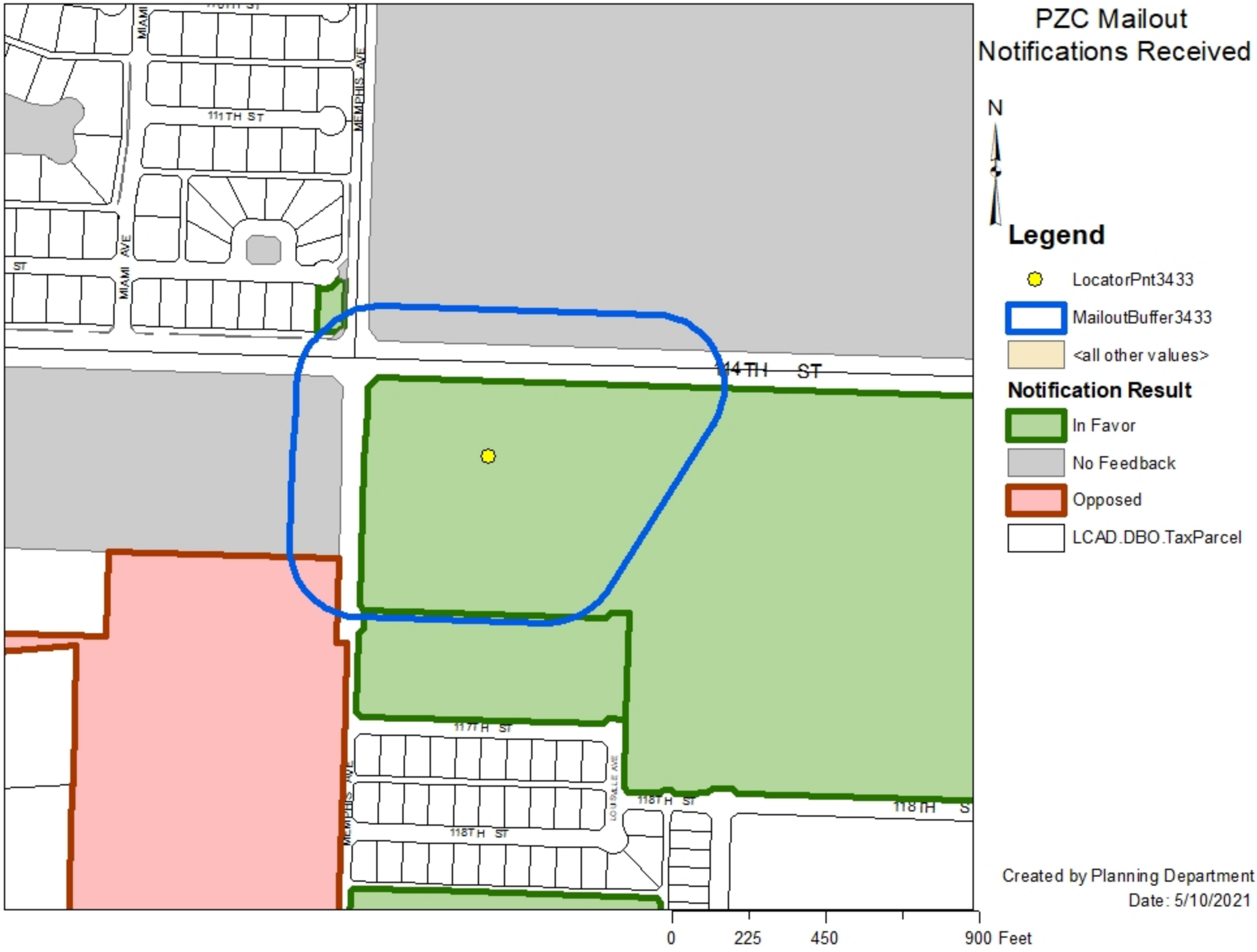
Modified Arterial
- Partial
- Future

Principal Arterial
- Completed
- Partial
- Future

Freeway
- Completed
- Partial
- Proposed Outer Loop

N W E S

Date Exported: 4/12/2021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Legend
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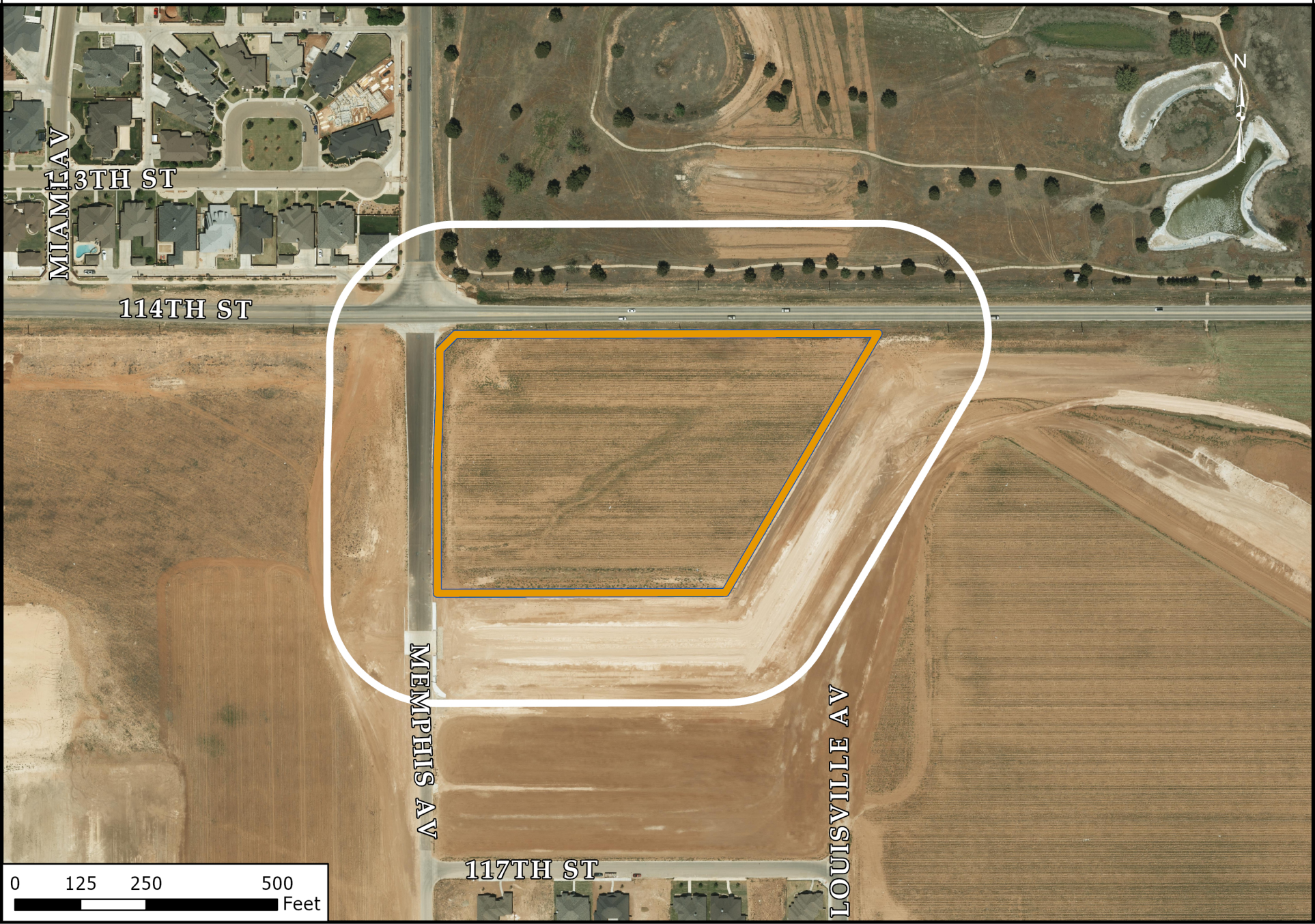
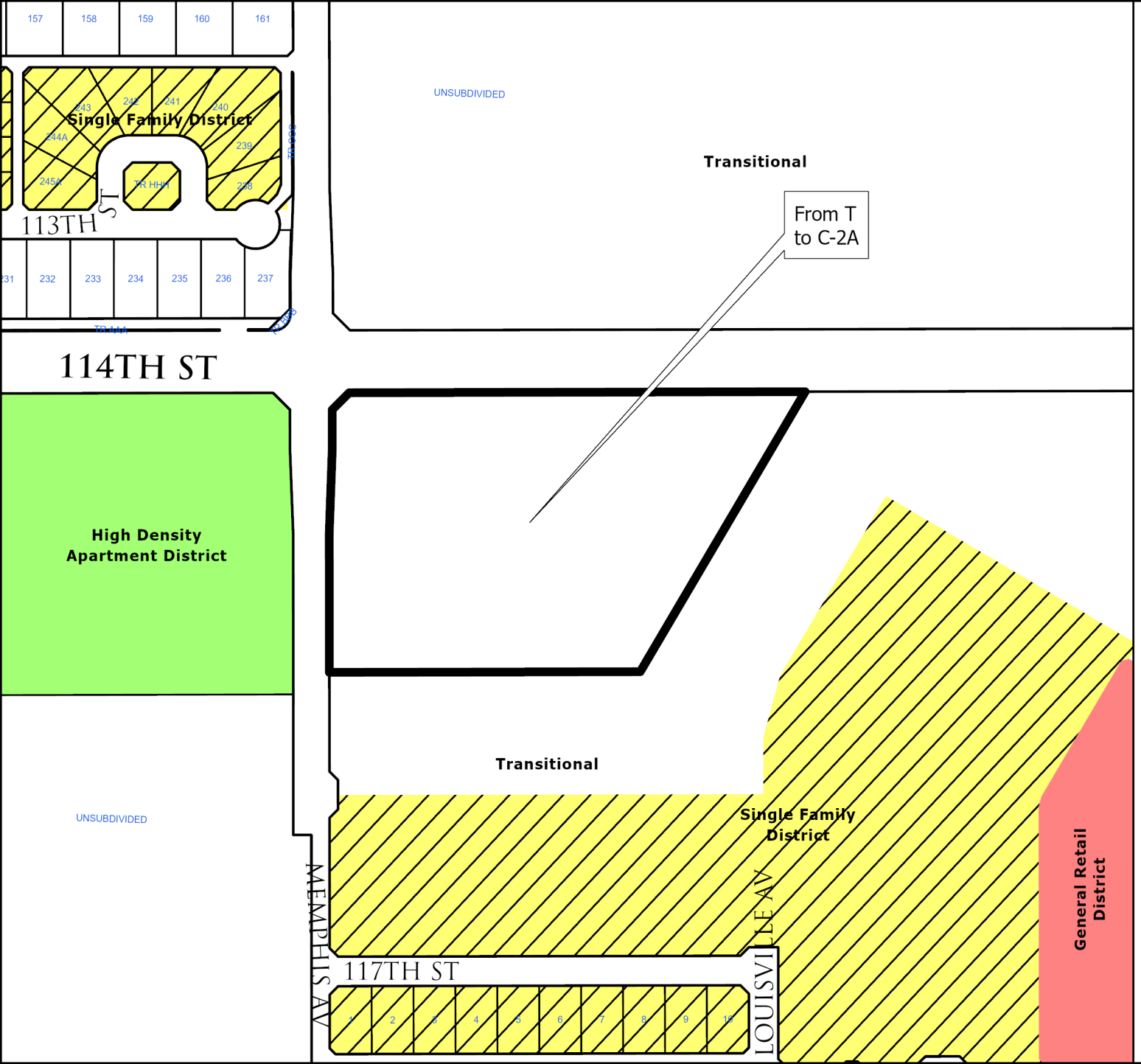
Notification Result
In Favor
No Feedback
Opposed
LCAD.DBO.TaxParcel
MIAMI AVE
111TH ST
MEMPHIS AVE
114TH ST
117TH ST
118TH ST
LOUISVILLE AVE
Created by Planning Department
Date: 5/10/2021
0
225
450
900 Feet

Case Number 3433





Current Zoning
3433

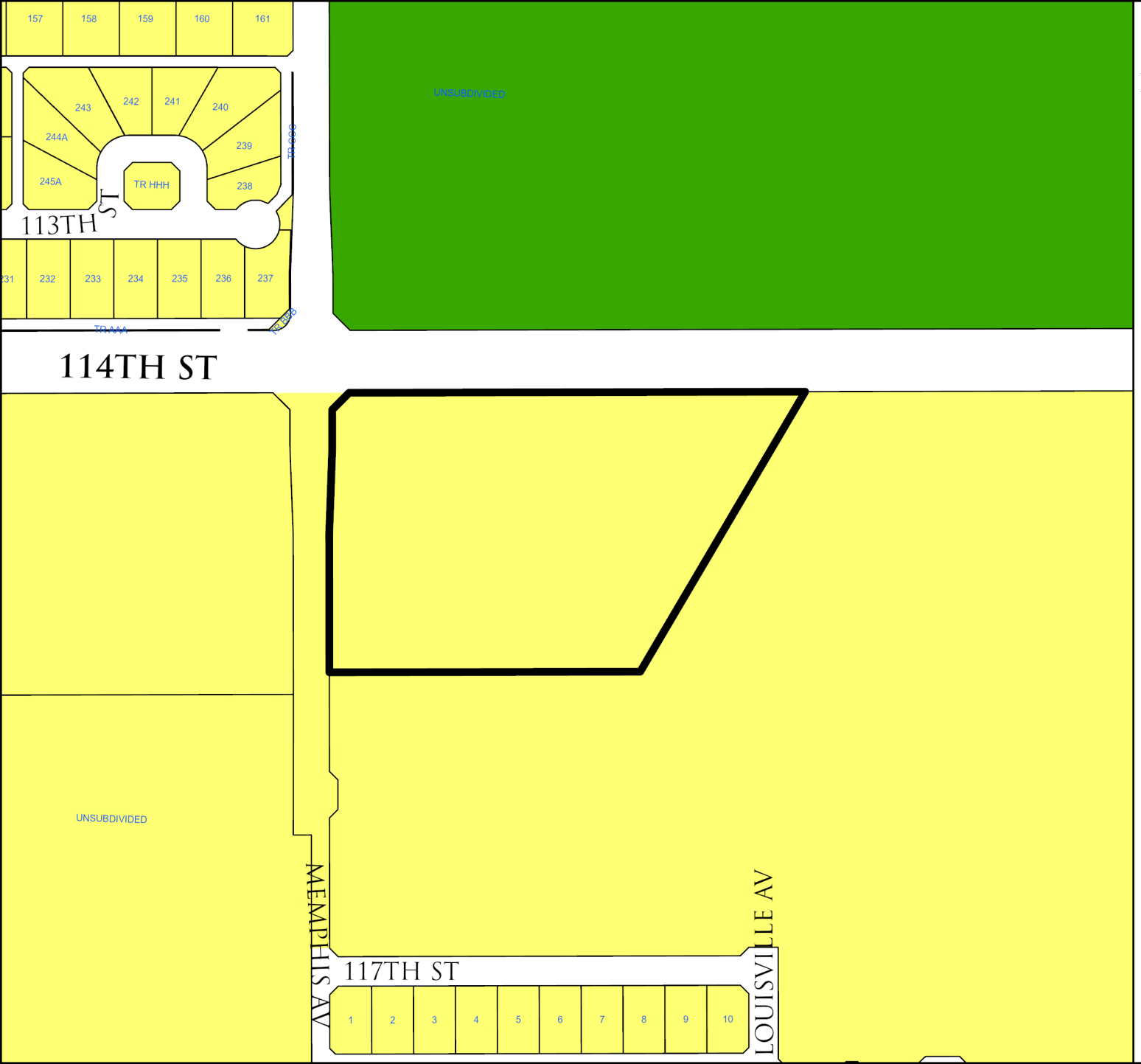
Zoning Districts

- High Density Apartment
- General Retail
- Single Family Specific Use
- Transitional

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021



Future Land Use Plan
3433

N

- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density

0 75 150 300
Feet

City of Lubbock TEXAS

Date Exported: 4/13/2021

3433

Subject property view to the east.

View to the north.

View to the west directly across Memphis Avenue.

View to the south.

Lubbock Planning Department
PO Box 2000 / 1314 Avenue K
Lubbock, TX 79457

APPLICATION FOR ZONING CHANGE

Project Information

Location or Address: 7.84 ACRES OF UNPLATTED LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MEMPHIS AVENUE AND 114TH STREET.

Lots/Tracts: _____

Survey & Abstract: NORTHWEST CORNER OF SECTION 22, BLOCK E2

Metes and Bounds Attached: Yes ☑ No ☐ Total Acreage of Request: 7.84

Existing Land Use: _____ Existing Zoning: T

Requested Zoning: C-2A

If property is not subdivided, will a preliminary plat be submitted? Yes ☐ No ☑

Representative/Agent Information (if different from owner)

Firm Name: AMD ENGINEERING, LLC

Name: WILL STEPHENS

Address: 6515 68TH STREET, SUITE 300 City: LUBBOCK State: TX

ZIP Code: 79424 Telephone: (806) 771-5976 Email: WSTEPHENS@AMDENG.COM

Applicant's Signature: _____

Date: 04/01/2021 Printed Name: WILL STEPHENS

Owner Information

Firm Name: BAXTER TRUSTS

Owner: PROSPERTY BANK TRUST

Address: 1401 AVENUE Q City: LUBBOCK State: TX

ZIP Code: 79401 Telephone: (806) 767-7000 Email: _____

Property Owner's Signature: _____ (ON BEHALF OF BAXTER TRUSTS)

Date: 04/01/2021 Printed Name: WILL STEPHENS

Preparer Information

Preparer's Signature: _____

Date: 04/01/2021 Printed Name: WILL STEPHENS

For City Use Only

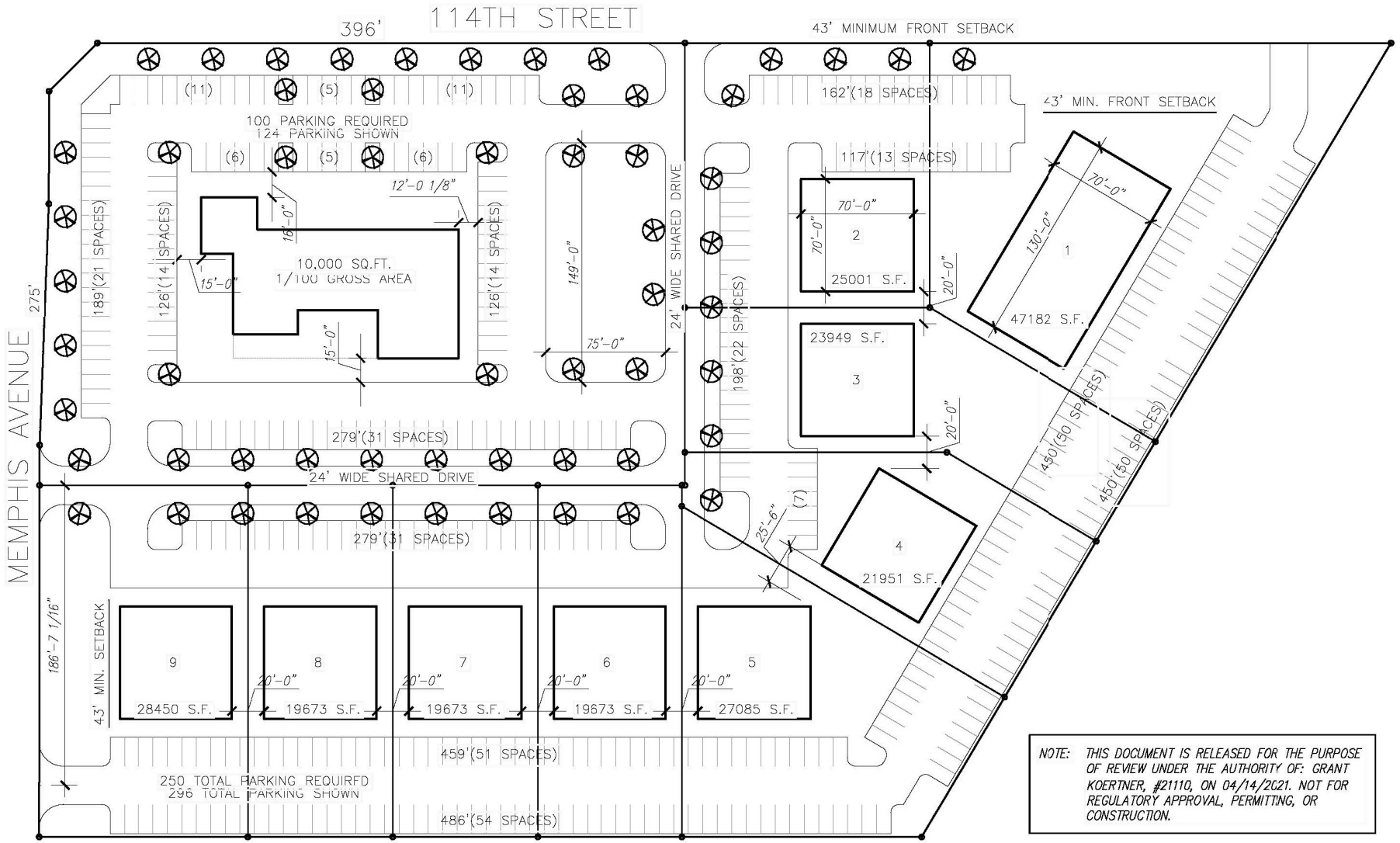
Zone Case No: _____ Planning and Zoning Commission Date: _____

Request for zoning change from: _____ To: _____

Lots: _____ Blocks: _____

Addition: _____

If you have any questions pertaining to the zoning process, please contact the City of Lubbock Planning Department by phone at (806) 775 - 2108 or by e-mail at cityplanning@mylubbock.us.



NOTE: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF: GRANT KOERTNER, #21110, ON 04/14/2021. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

OPTION 1
SITE PLAN

SCALE: 1" = 60'-0"

NORTH

PROJ. NO. 22116
DATE: 04/14/2021

CONDRAY DESIGN GROUP, INC.

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: **P&Z Case No.:** ***3433***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Lubbock Land Investments III, LP
owner of the 5.65 acres at the
northeast corner of 117th & Memphis Ave
is in favor of P&Z case 3433.

Print Name Andy Bean

Signature: Andy Bean

Address: PO Box 64415, Lubbock, TX 79464

Address of Property Owned: Hatton Place Development

Phone Number: 806-798-0098

Email: andy@lubbocklandcompany.com

Zone Case Number: **3433** R338762 Recipient 7 of 7

LUBBOCK LAND INVESTMENTS III LP
PO BOX 64415

LUBBOCK TX 79464

City of Lubbock, TX
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In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Ed & Kathy Nichols

Signature: Kathleen Nichols

Address: 3803 - 113th St Lubbock

Address of Property Owned: ↑

Phone Number: 806 789-3702

Email: Kathy@Mpg-tx.com

Zone Case Number: **3433** R321646 Recipient 5 of 7

NICHOLS FAMILY TRUST
EDUARD & KATHLEEN NICHOLS TRUSTEES
3803 113TH ST

LUBBOCK TX 79423

RECEIVED
APR 27 2021
BY:

RECEIVED APR 2 6 2021

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor ✓

Opposed ____

Reasons and/or Comments:

Brent McDonald - Senior Vice President

Print Name _____

Signature: Prosperity Bank, Co-Trustee by _____

Address: 1401 Ave Q, Lubbock, TX 79401

Address of Property Owned: R98366

Phone Number: 806.741.2371

Email: _____

Zone Case Number: **3433** R98366 Recipient 4 of 7

BAXTER TRUSTS
PROSPERITY BANK TRUST
1401 AVENUE Q

LUBBOCK TX 79401-3819

City of Lubbock, TX
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In Favor

Opposed X

Reasons and/or Comments:

Print Name STEVE PITTS & FAMILY

Signature: Steve Pitts

Address: 8901 JUNEAU LBK TX 79424

Address of Property Owned: R98418

Phone Number: 806-790-3800

Email: SPITTZ@SUDDENLINK.NET

Zone Case Number: **3433** R98418 Recipient 2 of 7

PITTS STEPHEN & LARRY W &
LINDA P ROBERTS & LAURA P TAYLOR
PO BOX 65624

LUBBOCK TX 79464