

**City of Lubbock, Texas  
Regular City Council Meeting  
Thursday, June 25, 2015**

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



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

<http://www.mylubbock.us>

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

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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.

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

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

**5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.5.**

**1. Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.

1. 1. 1. Purchase Power Agreement

1. 1. 2. McAlister Park

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

1. 2. 1. McAlister Park

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals and the Junked Vehicle Compliance Board.
2. **Proclamations and Presentations**
  2. 1. Invocation by Pastor Dale Mannon, Greenlawn Church of Christ
  2. 2. Pledges of Allegiance
  2. 3. Broadway Festivals will present an invitation to the City Council and Lubbock citizens to attend the 4th on Broadway festivities.
  2. 4. **Board Recognitions:**  
**Public Transit Advisory Board:**  
Jim Gatteys  
  
**Veterans Advisory Committee:**  
Matthew Harris  
Jesse Jalomo  
Stevie Poole  
  
**Water Board of Appeals:**  
Patrick Cooke
3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**  
  
**Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:**  
  
**[Public Comments Sign-Up Form](#)**  
  
**and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or**  
  
**sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**  
  
**See the Supplemental Citizen Comment Agenda.**
4. **Minutes**
  4. 1. May 28, 2015 Regular City Council Meeting  
June 9, 2015 Special City Council Meeting
5. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-00065 Amendment 26 amending the adopted FY 2014-15 budget for municipal purposes respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI - Lubbock Sports Authority; providing for filing; and providing for a savings clause.
5. 2. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12410 an Agreement for Professional Services with Kimley Horn and Associates, Inc. for Construction Phase Services on 98th Street from University Avenue to Interstate 27.
5. 3. **Resolution – Water Resources:** Consider a resolution authorizing the Mayor to execute a contract with the Texas Department of Criminal Justice (TDCJ) for the continued purchase of water to supply the John Montford Prison Unit from the City’s potable water system.
5. 4. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen, regarding the acquisition of right-of-way for the Northwest Water Reclamation Plant (NWRP) Project, easement being out of Section 14, Block A, Lubbock County, Texas.
5. 5. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Royalties Unlimited, Inc., a Texas Corporation and The Paul L. Payne, Jr. Estate Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas
5. 6. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to execute an agreement with Sagebrush Solutions for medical, dental, and prescription plans claim audits.
5. 7. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to execute a contract with Wells Fargo Insurance Service, by and through its local representative, Sanford and Tatum Insurance Agency, for property and casualty brokerage services.
5. 8. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 12385 with Henthorn Commercial Construction, LLC to provide interior renovations at the Lubbock Memorial Civic Center located at 1501 Mac Davis Lane, RFP 15-12385-MA.
5. 9. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12274 with Lydick-Hooks Roofing Company of Lubbock Inc., for the roof replacement at Fleet Maintenance Complex located at 324 Municipal Drive, RFP 15-12274-TF.
5. 10. **Resolution - Radio Shop:** Consider two resolutions authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.
5. 11. **Resolution - Community Development:** Consider a resolution authorizing the approval of funding recommendations proposed by the Community Development and Services Board (CDSB) for FY 2015-16. The funding sources originate from United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).
5. 12. **Ordinance 2nd Reading: – Planning:** Consider Ordinance 2015-00059 for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street.

5. 13. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute contract 12396 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City of Lubbock and the Texas Department of Public Safety (DPS) - Reprographics and Distribution Services Division, and related documents.

5. 14. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the Fiscal Year 2015 Justice Assistance Grant Program.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue, and consider an ordinance.

6. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue, and consider an ordinance.

6. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street, and consider an ordinance.

6. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue, and consider an ordinance.

6. 5. **Board Appointments - City Secretary:** Consider one appointment to the Building Board of Appeals, four appointments to the Citizens Traffic Commission, one appointment to the Junked Vehicle Compliance Board, and one appointment to the Park & Recreation Board.

**BOARD APPOINTMENTS FOR  
REGULAR CITY COUNCIL MEETING, JUNE 25, 2015 - EXECUTIVE SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1 BUILDING BOARD OF APPEALS	DOYLE, CASEY	8/1/2016	N/A	CITIZEN	REPLACE	N/A
*	2 JUNKED VEHICLE COMPLIANCE BOARD	WINTER, KYLE	5/1/2017	N/A		REPLACE	N/A

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

**Applicants No Preference**

<b>Update Date</b>	<b>Last Name</b>	<b>First Name</b>	<b>Gender</b>	<b>Ethnicity</b>	<b>Age</b>	<b>Occupation</b>	<b>Business Name</b>	<b>District</b>
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5

<b>Update Date</b>	<b>Last Name</b>	<b>First Name</b>	<b>Gender</b>	<b>Ethnicity</b>	<b>Age</b>	<b>Occupation</b>	<b>Business Name</b>	<b>District</b>
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

**BUILDING BOARD OF APPEALS**

	<b><u>Lubbock</u></b>	<b><u>Lubbock</u></b>	<b><u>All</u></b>	
	<b><u>Population</u></b>	<b><u>Adult</u></b>	<b><u>City</u></b>	<b><u>This</u></b>
<b><u>ETHNICITY</u></b>		<b><u>Population</u></b>	<b><u>Boards</u></b>	<b><u>Board</u></b>
Anglo	55.0%	61.0%	78.6%	100.0% (13)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
 <b><u>GENDER</u></b>				
Male	48.5%	47.0%	72.6%	92.3% (12)
Female	51.5%	53.0%	27.4%	7.7% (1)
 <b><u>GEOGRAPHIC DISTRIBUTION</u></b>				
District 1	16.1%	17.3%	8.3%	7.7% (1)
District 2	16.4%	15.2%	4.8%	7.7% (1)
District 3	16.3%	16.6%	12.5%	15.4% (2)
District 4	17.0%	16.7%	19.6%	15.4% (2)
District 5	16.7%	17.8%	34.0%	30.8% (4)
District 6	17.3%	16.4%	18.2%	15.4% (2)
Other/Unknown	0.0%	0.0%	2.6%	7.7% (1)

**PURPOSE:**

Permanent board to hear appeals regarding the suitability of alternate materials and methods of construction and provide for reasonable interpretation of the Building Code.

**REQUIREMENTS:** The membership of the board of appeals will include one or more representatives from the following named areas of expertise: member of the Lubbock Home Builders Association, active architect, active structural engineer, active commercial contractor, active realtor, active master plumber, active journeyman plumber, active mechanical contractor with Class A license, and or 3 at-large Lubbock citizens.

**APPOINTMENT INFORMATION:**

**Member Name &**

<b><u>Demographic Facts</u></b>	<b><u>Requirement</u></b>	<b><u>Attend</u></b>	<b><u>Eligible</u></b>	<b><u>Action</u></b>
Doyle, Casey (M,A,4)	Citizen	N/A	N/A	Resigned/Replace

**APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:**

Edwin Davis (M,A,5) Parkhill, Smith, & Cooper  
 Dave Parsley (Application Pending)

**Thomas Harris - Re: Building Board of Appeals Agenda June 1, 2015**

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**From:** Casey Doyle <[casey@caseycarpetone.com](mailto:casey@caseycarpetone.com)>  
**To:** Kelli Pool <[KPool@mail.ci.lubbock.tx.us](mailto:KPool@mail.ci.lubbock.tx.us)>  
**Date:** 5/19/2015 7:43 AM  
**Subject:** Re: Building Board of Appeals Agenda June 1, 2015

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Kelli,

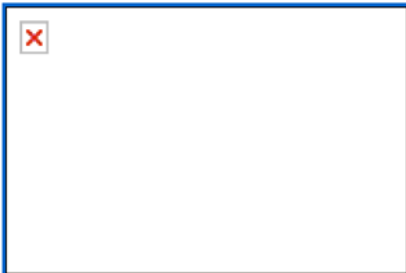
I Casey Doyle resign from the Building Board of Appeals on 5-18-15.

Thank you for understanding my new travel schedule and allowing me to step down.

Sorry,

Casey

**Casey Doyle**  
Casey Carpet One  
6000 Spur 327 Suite 200  
Lubbock, TX 79424  
W [806-795-5900](tel:806-795-5900)  
M [806-206-5174](tel:806-206-5174)



On Mon, May 18, 2015 at 3:48 PM, Kelli Pool <[KPool@mail.ci.lubbock.tx.us](mailto:KPool@mail.ci.lubbock.tx.us)> wrote:

You can email something with today's date and your name " I Casey Doyle resign from the Building Board of Appeals on 5-18-15"

That should do the trick. Wish you could stay.

Thanks

Kelli

>>> Casey Doyle <[casey@caseycarpetone.com](mailto:casey@caseycarpetone.com)> 5/18/2015 3:43 PM >>>

YO

City of Lubbock  
Board and Commission Recruiting Database

Updated: 5/19/2015

Building Board of Appeals

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
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**First Preference**

**Second Preference**

11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
02/06/2006	Howard	Dennis	M	A	50-59		Retired	4
01/22/2015	Patton	Glenn	M	A	50-59			3

**Third Preference**

06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5

**Fourth Preference**

**Fifth Preference**

**Sixth Preference**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Realtor <b>Alexander</b> Ms. Lisa	Y	4920 92nd Street Lubbock, TX 79424	Lisa Alexander Realtors 5106-B Slide Road Lubbock, TX 79414	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 09/27/2012-08/01/2014 <i>Ist:</i>	N
<i>Email:</i> lisa@nts-online.net	N	8067898676	8067715472 lisa@nts-online.net	<i>Fax:</i> 8067938451	
Member Citizen <b>Bounds</b> Mr. Jack	N	5410 Avenue T Lubbock, TX 79412	Jack Bounds Investments 5410 Ave T Lubbock, TX 79412	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> jacksueb@suddenlink.net	N	8067442851	8067818368 jacksueb@suddenlink.net	<i>Fax:</i>	
Member Citizen <b>Doyle</b> Mr. Casey	N	3202 77th Lubbock, TX 79423	Casey Carpet One 6000 Spur 327 St. 200 Lubbock, TX 79424	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> casey@caseycarpet.com	N	8062065174	8067955900 casey@caseycarpet.com	<i>Fax:</i>	
Member Master Plumber <b>Ellis</b> Mr. Ken	N	7705 Knoxville Dr. Lubbock, TX 79423	Dale Boles Plumbing and Heating 7103 Santa Fe Drive Lubbock, TX 79407	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i>	Y
<i>Email:</i>	N	0000000000	8067955528	<i>Fax:</i>	
	N	8065481779			
Member Citizen <b>Fagin</b> Mr. Scott	Y	6603 1st Street Lubbock, TX 79416	First United Bank 5802 4th Street Lubbock, TX 79416	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	N
<i>Email:</i> sfagin@firstunited.net	N	(806) 785-1778	(806) 797-6500	<i>Fax:</i> (806) 799-2915	
	Y	(806) 438-5719	sfagin@firstunited.net		
Member Master Electrician <b>Fry</b> Mr. Stanley	N	2626 Loyola Lubbock, Texas 79415	Electrifiers, Inc. P.O. Box 752 Lubbock, Texas 79408	<i>Curr:</i> 12/18/2014-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> s.fry@electrifiers.net	N	(806) 749-4556	(806) 749-4556	<i>Fax:</i> (806) 749-4556	
	N	(806) 789-6666	s.fry@electrifiers.net		
Member Citizen <b>Hudgens</b> Mr. Dickie	N	7914 Avenue X Lubbock, TX 79423		<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> a1drh2001@yahoo.com	N	8067454860		<i>Fax:</i>	
Member Mechanical Contractor <b>Jones</b> Mr. Roy	N	341 US Hwy 87 Lubbock, Texas 79423	ARmstrong Mechanical 710 East 40th Street Lubbock, Texas 79404	<i>Curr:</i> 08/01/2014-08/06/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> rjones@armstrongservices.com	N	(806) 924-7737	(806) 747-4218	<i>Fax:</i> (806) 763-4328	
	N	(806) 790-4160	rjones@armstrongservices.com		
Member Structural Engineer <b>Landusky</b> Mr. Lance	N	6201 8th Street Lubbock, TX 79416	8067457707 2574 74th Street, Suite 201 Lubbock, TX 79423	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 09/27/2012-08/01/2014 <i>Ist:</i>	N

*Confidential*

Home

Business

*Reappt  
Elig.*

<i>Email:</i> llandusky@mwm-ae.com	N	<b>8064453802</b>	<b>(806) 745-7707</b> llandusky@mwm-ae.com	<b>Fax: (806) 745-7620</b>	
Member Commercial Contractor <b>Miller</b> Mr. David	Y	<b>8505 Trenton Avenue</b> <b>Lubbock, TX 79424</b>	<b>McDougal Construction</b> <b>5001 W. Loop 289</b> <b>Lubbock, TX 79414</b>	<b>Curr:</b> 08/01/2013-08/01/2015 <b>2nd:</b> <b>1st:</b>	<b>Y</b>
<i>Email:</i> david.miller@mcdougal.com	N	<b>8062395914</b>	<b>8067973162</b>	<b>Fax: 8065774691</b>	
Member Architect <b>Presson</b> Mr. Paul	N	<b>8009 Englewood</b> <b>Lubbock, TX 79424</b>	<b>Independent Building</b> <b>Consultants</b> <b>8009 Englewood</b> <b>Lubbock, TX 79424</b>	<b>Curr:</b> 09/26/2013-08/01/2015 <b>2nd:</b> <b>1st:</b>	<b>Y</b>
<i>Email:</i> i.b.c.@att.net	N	<b>8067943704</b>	<b>8064414360</b>	<b>Fax:</b>	
Member Citizen <b>Rushing</b> Mr. Joe	Y	<b>7612 Canton</b> <b>Lubbock, TX 79423</b>	<b>Water Heaters Unlimited,</b> <b>Inc</b> <b>2407 1st Street</b> <b>Lubbock, TX 79415</b>	<b>Curr:</b> 08/01/2013-08/01/2015 <b>2nd:</b> <b>1st:</b>	<b>Y</b>
<i>Email:</i> etward2@gmail.com	Y	<b>8065482012</b>	<b>8067121904</b> waterheatersunlimited@yahoo.com	<b>Fax: 8067650327</b>	
Member Home Builder <b>Wood</b> Mr. Robert	N	<b>8906 Kewanee Avenue</b> <b>Lubbock, TX 79424</b>	<b>Custom Homes by Robert</b> <b>Wood</b> <b>8213 Alcove Avenue</b> <b>Lubbock, TX 79424</b>	<b>Curr:</b> 08/01/2014-08/01/2016 <b>2nd:</b> 09/27/2012-08/01/2014 <b>1st:</b>	<b>N</b>
<i>Email:</i> rwood@robertwoodhomes.com	Y	<b>8067730813</b>	<b>8067981911</b> rwood@robertwoodhomes.com	<b>Fax: 8068664577</b>	

**JUNKED VEHICLE COMPLIANCE BOARD**

	<b><u>Lubbock Population</u></b>	<b><u>Lubbock Adult Population</u></b>	<b><u>All City Boards</u></b>	<b><u>This Board</u></b>
<b><u>ETHNICITY</u></b>				
Anglo	55.0%	61.0%	78.6%	40.0% (2)
Hispanic	32.6%	27.6%	9.8%	40.0% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	20.0% (1)
<b><u>GENDER</u></b>				
Male	48.5%	47.0%	72.6%	80.0% (4)
Female	51.5%	53.0%	27.4%	20.0% (1)
<b><u>GEOGRAPHIC DISTRIBUTION</u></b>				
District 1	16.1%	17.3%	8.3%	20.0% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	20.0% (1)
District 4	17.0%	16.7%	19.6%	20.0% (1)
District 5	16.7%	17.8%	34.0%	40.0% (2)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

**PURPOSE:**

Permanent board with Officer of City status. Holds required public hearings prior to the removal of junk vehicles as nuisances under Chapter 16, Article XIII of the Code of Ordinances, when hearings are requested by owners/occupants of premises affected or by the zoning and environmental control administrator of the City of Lubbock.

**QUALIFICATIONS:** All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office.

**APPOINTMENT INFORMATION:**

**Member Name &**

<b><u>Demographic Facts</u></b>	<b><u>Attend</u></b>	<b><u>Eligible</u></b>	<b><u>Action</u></b>
Winter, Kyle (M,A,1)	N/A	N/A	Replace

**APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:**

To replace Kyle Winter:

John Zwiacher (Application Pending)

City of Lubbock  
Board and Commission Recruiting Database

Updated: 5/19/2015

Junked Vehicle Compliance Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
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First Preference

Second Preference

Third Preference

05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
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Fourth Preference

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen <b>Karr</b> Mr. Roger	N	4222 97th Place Lubbock, TX 79423	American National Bank 5905 82nd Street, Suite 103 Lubbock, TX 79434	<i>Curr:</i> 05/01/2015-05/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> roger.karr@anb.com	N	8067977112	8067127000	<i>Fax:</i>	
Member Citizen <b>Laurent</b> Ms. Rebecca	Y	2706 60th Street Lubbock, TX 79413	The Music Studio 2706 60th Street Lubbock, TX 79413	<i>Curr:</i> 05/01/2014-05/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> msbecki@gmail.com	Y	8067961535		<i>Fax:</i>	
	Y	8067788746			
Member Citizen <b>Metcalf</b> Mr. Kurt	Y	5713 76th Lubbock, TX 79424	Overton Hotel 2322 Mac Davis Ln. Lubbock, TX 79401	<i>Curr:</i> 05/01/2014-05/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> kurtmetcalf@overtonhotel.com	N	(806) 319-3449	(806) 776-7011 kurtmetcalf@overtonhotel.com	<i>Fax:</i> (806) 776-7003	
Member Citizen <b>Ruiz</b> Mr. Pete	Y	6908 86th Street Lubbock, TX 79424	Matador Motors 5901 34th Street Lubbock, TX 79407	<i>Curr:</i> 05/01/2015-05/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i>	Y	8067993150	8066877300	<i>Fax:</i>	
	Y	8067873800			
Member Citizen <b>Vacant</b> Mr. Vacant	N	Vacant Vacant, Vacant 79401	,	<i>Curr:</i> 05/01/2015-05/01/2017 <i>2nd:</i> <i>Ist:</i>	N
<i>Email:</i> thharris@mylubbock.us	N	0000000000		<i>Fax:</i>	
	N	0000000000			

**CITY OF LUBBOCK**  
**REGULAR CITY COUNCIL MEETING**  
**May 28, 2015**  
**1:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 28th of May, 2015, at City Hall, Room 103, 1625 13th Street, Lubbock, Texas at 1:30 p. m.

**1:30 P.M. CITY COUNCIL CONVENED**  
**City Hall, Room 103, 1625 13th Street, Lubbock, Texas**

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

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

- 1.1; Executive Session; 3.1-3.4; Citizen Comments 4.1-4.5; Citizen Comments (Sign-ups) 4.6; 5.1; 6.1-6.5; 6.9-6.21; 6.24-6.25; 6.29-6.32; 6.34-6.35; 6.6-6.8; 6.22-6.23; 6.26; 6.28; 6.33; 6.36; 7.1-7.11; 7.13; and 7.12.
- Item 6.27 was deleted.

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

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

Trey Shanks, with Freese & Nichols, Inc., gave a presentation and answered questions from City Council.

Cheryl Brock, Budget Director; Mike Keenum, Storm Water Engineer; and Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Consensus from City Council to have staff create new models (one model with a base fee; models with and without Phase II and Phase III and possible combinations; models where homes less than 1,250 square feet and less than 1,500 square feet only pay a base fee; models with zero and 50% exemption on churches; residential models with 4 rates versus

5 rates; commercial models with caps at \$350, \$500, \$690 (current), \$1000, and \$2500; and other models as staff deems necessary).

**2. Executive Session**

**The meeting was called into a closed session at 2:39 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m. in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas.**

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 of the Texas Government Code.

2. 1. 1. Civil Action No. 5:14-CV-00168-Craig Mooring v. Brady Lewis, Tony Williams and Lubbock Police Department.

2. 1. 2. Discuss the waiver of the Attorney Client Privilege in regard to the report prepared by Tom Rincy on July 15, 2013, and consider Attorney General Opinion number OR2013-17487.

2. 1. 3. Purchase Power Agreement

2. 1. 4. Landwer House located in Guadalupe Park.

2. 1. 5. McAlister Park

2. 1. 6. Mackenzie Park

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. Landwer House located in Guadalupe Park.

2. 2. 2. McAlister Park

2. 2. 3. Mackenzie Park

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

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Water Board of Appeals.

3. **Proclamations and Presentations**

3. 1. Invocation by Father Martin Piña, St. Joseph Catholic Church

Father Martin Piña was unable to appear. Council Member Floyd Price led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a special recognition for Elder Abuse Awareness Month.

Mayor Pro Tem Jim Gerlt presented a special recognition for Elder Abuse Awareness Month. Wendi Edwards, with Lubbock's Adult Protective Services, appeared to accept the recognition. Wendi gave comments and thanked the City Council.

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

**Animal Services Advisory Board:**

Michael Cole (unable to attend)

**Junked Vehicle Compliance Board:**

Roger Karr

Pete Ruiz

**Park & Recreation Board:**

Jane Nagy (unable to attend)

**Water Board of Appeals:**

Kathy Lust (unable to attend)

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

4. 1. Ann Howe will appear before the City Council to discuss equipment in Tech Terrace Park and other parks.

Ann Howe appeared before the City Council to speak in opposition of equipment in Tech Terrace Park and other parks.

4. 2. Sam Harper will appear before the City Council to discuss the Landwer House license agreement.

Sam Harper appeared before the City Council to speak in favor of the Landwer House license agreement.

4. 3. Frank Gutierrez will appear before the City Council to discuss the proposal of a long-term license agreement between the City of Lubbock and Fiestas Del Llano.

Frank Gutierrez appeared before the City Council to speak in favor of the proposed long-term license agreement between the City of Lubbock and Fiestas Del Llano.

4. 4. Zenaida Aguero-Reyes will appear before the City Council to discuss the Landwer House.

Zenaida Aguero-Reyes appeared before the City Council to speak in favor of the Landwer House license agreement.

4. 5. Jason Plott will appear before the City Council to discuss basketball goal obstruction.

Jason Plott appeared before the City Council to discuss the basketball goal he has in the street, at the end of a cul-de-sac.

Chad Weaver, City Attorney, gave comments and answered questions from City Council.

4. 6. **Sign-ups:**

- LeEarl Bryant appeared before the City Council to speak about item 4.1 (Equipment in Tech Terrace Park and other parks).
- Robert Faulk appeared before the City Council to speak about item 1.1 (Stormwater).
- Maggie Trejo appeared before the City Council to speak in favor of item 7.11 (Landwer House License Agreement).
- Steve Payton appeared before the City Council to speak in opposition of item 7.11 (Landwer House License Agreement) and to discuss item 1.1 (Stormwater).
  - Chad Weaver, City Attorney, gave comments and answered questions from City Council.

5. **Minutes**

5. 1. April 23, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve the April 23, 2015 Regular City Council Meeting minutes with the following corrections:

Changing items 6.1-6.7, reflecting that Mayor Pro Tem Jim Gerlt opened and closed all public hearings.

**Vote:** 7 - 0 Motion carried

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

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve items 6.1-6.5; 6.9-6.21; 6.24-6.25; 6.29-6.32; and 6.34-6.35.

**Vote:** 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0045, Amendment 19, amending the FY 2014-15 Budget for municipal purposes respecting position control to reclassify six firefighter positions; providing for filing; and providing for a savings clause.
6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0046, Amendment 20, amending the FY 2014-15 budget for municipal purposes respecting the General Fund Capital Program to amend capital improvement project (CIP) 92358, City Hall Elevator Installation; providing for filing; and providing for a savings clause.
6. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0047, Amendment 21, amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund Capital Program to amend capital improvement project (CIP) 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.
6. 4. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance 2015-O0048, Amendment 22, amending the FY 2014-15 budget for municipal purposes respecting the Storm Water Capital Program to establish Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Re-Structure; and respecting the General Fund to increase the transfer to the Storm Water Capital Project Fund; providing for filing; and providing for a savings clause.
6. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0051, Amendment 13, amending the FY 2014-15 budget for municipal purposes respecting the Hotel Occupancy Tax Fund, the Civic Center Fund, Market Lubbock, Inc., the Debt Service Fund, the North Overton Tax Increment Finance (TIF) Fund, Civic Lubbock, Inc., the General Fund Capital Improvement Project (CIP) Fund, CIP 92362 – Buddy Holly Center Renovations Phase II, the Civic Center CIP Fund, and CIP 8594 – Coliseum Parking Lot Seal Coat; providing for filing; and providing for a savings clause.
6. 6. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0053, Amendment 23, amending the FY 2014-15 Budget for municipal purposes respecting the North and East Lubbock Neighborhood and Infrastructure Fund to appropriate additional revenue from Oil and Gas Royalties and change the appropriation for Downtown Redevelopment; respecting the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (TIF) Fund to increase the Transfer from the North and East Lubbock Neighborhood and Infrastructure Fund and increase the appropriation for Special Projects; providing for filing; and providing for a savings clause.

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

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0053.

**Vote:** 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson  
Council Member Karen Gibson

6. 7. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0054, Amendment 24, amending the FY 2014-15 Budget for municipal purposes to amend Capital Improvement Project (CIP) 8592, Godeke Library Renovations; CIP 91169, Park Pavilions; CIP 91170, Park Playgrounds; establish CIP 8600, Water Damaged Facilities; respecting the Risk Fund by increasing the Transfer to General Fund Capital - General Facilities; providing for filing; and providing for a savings clause.

Cheryl Brock, Budget Director; Mark Yearwood, Assistant City Manager; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0054.

**Vote:** 7 - 0 Motion carried

6. 8. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0055, Amendment 25, amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Ebola Preparedness and Response Grant from the Texas Department of Housing and Community Affairs for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve Ordinance No. 2015-O0055.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 9. **Resolution – Public Works Engineering:** Resolution No. 2015-R0151 authorizing the Mayor to execute Change Order 4 to construction services contract 11430 with Red River for Construction Services associated with North Water Treatment Plant (NWTP) Improvements 1.
6. 10. **Resolution – Public Works Engineering:** Resolution No. 2015-R0152 authorizing the Mayor to execute a professional services contract with Alan Plummer & Associates, Inc. (APAI) for North Water Treatment Plant Improvements (NWTP) No. 2 Design Services.
6. 11. **Resolution - Wastewater:** Resolution No. 2015-R0153 authorizing the Mayor to execute contract 12309 with Ground Effects for ground maintenance at the Southeast Water Reclamation Plant, ITB 15-12309-TF.

6. 12. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2015-O0049 abandoning and closing a 5-foot underground utility easement located in Lot 11-A-1-A, The Gables Addition Lubbock County, Texas, 5235 20th Street, Lubbock, Texas.
6. 13. **Resolution - Right-of-Way:** Resolution No. 2015-R0154 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Jui-Lien Chou Ho, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 5, Block JS, Lubbock County, Texas.
6. 14. **Resolution - Right-of-Way:** Resolution No. 2015-R0155 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.
6. 15. **Resolution - Right-of-Way:** Resolution No. 2015-R0156 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.
6. 16. **Resolution - Right-of-Way:** Resolution No. 2015-R0157 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Earl’s Commercial Holdings, L.L.C., a Texas limited liability company, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.
6. 17. **Resolution - Right-of-Way:** Resolution No. 2015-R0158 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Kyle M. Zahn and wife, Amy L. Zahn, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.
6. 18. **Resolution - Right-of-Way:** Resolution No. 2015-R0159 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mike Abbe, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.
6. 19. **Resolution - Aviation:** Resolution No. 2015-R0160 authorizing the Mayor to execute a resolution supporting modernization of the Passenger Facility Charge program as part of Federal Aviation Administration (FAA) Reauthorization legislation.
6. 20. **Resolution - Aviation:** Resolution No. 2015-R0161 authorizing the Mayor to execute Amendment 2 to contract 6537 with Republic Parking System, Inc. for public parking management of the Airport Shelter Park facility for Lubbock Preston Smith International Airport.
6. 21. **Resolution - Aviation:** Resolution No. 2015-R0162 authorizing the Mayor to execute a ramp area use agreement with Federal Express Corporation at Lubbock Preston Smith International Airport.

6. 22. **Resolution - Human Resources:** Resolution No. 2015-R0172 authorizing the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas concerning certain adjustments to participant deductible, co-payment, and out-of-pocket co-share amounts.

James Urban, Assistant Director of Human Resources, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0172.

**Vote:** 7 - 0 Motion carried

6. 23. **Resolution - Facilities:** Resolution No. 2015-R0173 authorizing the Mayor to execute contract 12065 with Perkins + Will of Dallas, Texas for the professional architectural and engineering services relating to the Municipal Facilities Renovations, RFQ 15-12065-MA.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0173.

**Vote:** 7 - 0 Motion carried

6. 24. **Resolution - Facilities:** Resolution No. 2015-R0163 authorizing the Mayor to execute contract 12328, an agreement with Parkhill Smith & Cooper (PSC) for professional architectural and engineering services for the renovations of the LP&L offices located at 402 East Municipal Drive.

6. 25. **Resolution - Facilities:** Resolution No. 2015-R0164 authorizing the Mayor to execute contract 12253 with Tommy Klein Construction Company, for the renovations of the Mae Simmons Senior Center located at 2004 Oak Avenue, RFP 15-12253-MA.

6. 26. **Resolution - Radio Shop:** Resolution No. 2015-R0174 authorizing the Mayor to execute purchase order Contract 32500540 with CAP FLEET Upfitters for equipment to outfit the 2015 Chevrolet Tahoe Defender vehicles for the Police Patrol.

Roger Ellis, Chief of Police, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0174.

**Vote:** 7 - 0 Motion carried

6. 27. **Resolution - Radio Shop:** Consider two resolutions authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.

**This item was deleted.**

6. 28. **Ordinance 2nd Reading - Civic Center:** Ordinance No. 2015-O0050 amending Chapter 14 of the Code of Ordinances of the City of Lubbock as it relates to Prohibited Noises Section 14.04.003(a) in connection with the amphitheatre located in Mackenzie Park.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0050.

**Vote:** 7 - 0 Motion carried

6. 29. **Resolution - Civic Center:** Resolution No. 2015-R0165 authorizing the Mayor to execute purchase order contract 27600007 with Mity-Lite, Inc. of Orem, Utah to provide banquet chairs and carts for use at the Lubbock Memorial Civic Center.
6. 30. **Resolution - Health:** Resolution No. 2015-R0166 authorizing and directing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and StarCare Specialty Health System - Parenting Awareness & Drug Risk Education Program (PADRE).
6. 31. **Resolution - Solid Waste:** Resolution No.'s 2015-R0167 and 2015-R0168 authorizing the Mayor to execute contract 12262 with Jarvis Recycling Metals, Inc. and contract 12352 with Commercial Metals Company for the sale of scrap metal, RFP 15-12262-TF.
6. 32. **Resolution - Fleet:** Resolution No.'s 2015-R0169 and 2015-R0170 authorizing the Mayor to execute contract 12244 with Hub City Body Works, Inc and contract 12296 with Seay Collision II, LLC for body shop repair services, RFP 15-12244-MA.
6. 33. **Resolution - Fleet:** Resolution No. 2015-R0175 authorizing the Mayor to execute purchase order contract 31023395 with Premier Yamaha Boating Centers for a boat for the Police Patrol Division, ITB 15-12316-SS.

Roger Ellis, Chief of Police, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-R0175.

**Vote:** 7 - 0 Motion carried

6. 34. **Resolution - Parks and Recreation:** Resolution No. 2015-R0171 authorizing the Mayor to execute contract 12375 a professional services agreement with Chapman Harvey Architects, Inc., for architectural and engineering services for Lewis Ball Field Complex Facility Improvements.
6. 35. **Ordinance 1st Reading - Parks and Recreation:** Ordinance No. 2015-O0052 amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas in regards to the possession, sale, or consumption of alcohol at Bayer Museum of Agriculture and the American Wind Power Center.

6. 36. **Resolution - City Manager:** Resolution No. 2015-R0176 authorizing the Mayor to execute a Second Amendment correcting the property description and the survey of the Commitment Agreement dated July 23, 2013, between the City of Lubbock and the Lubbock Entertainment and Performing Arts Association.

Tim Collins, Chairman of Lubbock Entertainment and Performing Arts Association; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0176.

**Vote:** 7 - 0 Motion carried

## 7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0056, for Zone Case 1585-G, a request of Bywater Development Group, LLC, for North & East Lubbock CDC, for a zoning change from A-2 to A-2 Specific Use for apartments on Block 68, Roberts-McWhorter Addition, 1913 Baylor Street.

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

Mayor Robertson opened the public hearing at 6:44 p.m.

Leo Flores and Samuel Valerio Jr. appeared to speak in opposition.

Monique Coleman, Executive Director of North & East Lubbock Community Development Corporation, appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:52 p.m.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Ordinance No. 2015-O0056.

**Vote:** 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

7. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0057, for Zone Case 2255-Q, a request of Lacey Romero, for High Impact Properties TX, Ltd., for a zoning change from C-2 to C-2A Specific Use for a veterinary clinic on Lot 30, Spur 327 Business Park Addition, 5820 66th Street.

Mayor Robertson opened the public hearing at 7:04 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:05 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0057.

**Vote:** 7 - 0 Motion carried

7. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0058, for Zone Case 2178-J, a request of Lacey Romero, for High Impact Properties TX, Ltd., for a zoning change from GO and A-1 to C-2 on 1.009 acres of unplatted land out of Block E-2, Section 18, 3419 98th Street.

Mayor Robertson opened the public hearing at 7:05 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:05 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0058.

**Vote:** 7 - 0 Motion carried

7. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0059, for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street.

Mayor Robertson opened the public hearing at 7:06 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:06 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0059.

**Vote:** 7 - 0 Motion carried

7. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0060, for Zone Case 2911-A, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from T to R-1 Specific Use on 13.6 acres of unplatted land out of Block E-2, Section 16, west of Utica Avenue and north of 110th Street.

Mayor Robertson opened the public hearing at 7:07 p.m.

No one appeared to speak in opposition.

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

Mayor Robertson closed the public hearing at 7:07 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0060.

**Vote:** 7 - 0 Motion carried

7. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0061, for Zone Case 3254, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 and C-3 to AM and IHC on 16.2 acres of unplatted land out of Block JS, Section 1, south of Auburn Street, east of North Brentwood Avenue, and north of 2nd Drive.

Mayor Robertson opened the public hearing at 7:08 p.m.

No one appeared to speak in opposition.

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

Mayor Robertson closed the public hearing at 7:08 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0061.

**Vote:** 7 - 0 Motion carried

7. 7. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0062, for Zone Case 2573-O, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 to AM and C-3 on 19.5 acres of unplatted land out of Block JS, Section 1, west of North Slide Road and north of Colgate Street.

Mayor Robertson opened the public hearing at 7:09 p.m.

No one appeared to speak in opposition.

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

Mayor Robertson closed the public hearing at 7:09 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0062.

**Vote:** 7 - 0 Motion carried

7. 8. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0063, for Zone Case 3256, a request of AMD Engineering, LLC, for MRXNO, for a zoning change from R-1 to C-3 on 20.9 acres of unplatted land out of Block AK, Section 34, 7010 34th Street.

Mayor Robertson opened the public hearing at 7:10 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:10 p.m.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0063.

**Vote:** 7 - 0 Motion carried

7. 9. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0064, for Zone Case 3257, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2 on 16.424 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue.

Mayor Robertson opened the public hearing at 7:11 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:11 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0064.

**Vote:** 7 - 0 Motion carried

7. 10. **Resolution - Mayor:** Consider but take no action on a resolution to amend the Lubbock City Council Rules, Order of Business and Procedures, as set forth in the Policies and Procedures Manual, regarding separate consideration of items from the consent portion of the City Council Meeting agenda.

**No action taken at this meeting.** The City Council will have an action item on the June 11, 2015 Regular City Council Meeting agenda to amend the Lubbock City Council Rules, Order of Business and Procedures, as set forth in the Policies and Procedures Manual, regarding separate consideration of items from the consent portion of the City Council Meeting agenda.

7. 11. **Resolution - Councilman Hernandez:** Resolution No. 2015-R0177 authorizing the execution of a License Agreement between the City of Lubbock and Fiesta del Llanos for the use of the Landwer House located in Guadalupe Park.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Resolution No. 2015-R0177.

**Vote:** 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson  
Council Member Karen Gibson  
Council Member Jeff Griffith

7. 12. **Board Appointments - City Secretary:** Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to appoint Stephen Maxner as the Chairperson for the Veterans Advisory Committee.

**Vote:** 7 - 0 Motion carried

7. 13. **Board Appointments - City Secretary:** Consider three appointments to the Audit & Investment Committee, one appointment to the Animal Services Advisory Board, three appointments to the Public Transit Advisory Board, six appointments to the Veterans Advisory Committee, and one appointment to the Water Board of Appeals.

**Audit & Investment Committee:** Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to reappoint R.J. Givens, Melisa Roberts, and Greg Taylor.

**Vote:** 7 - 0 Motion carried

**Animal Services Advisory Board:** Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to appoint George Jury to replace Ronda Clark.

**Vote:** 7 - 0 Motion carried

**Public Transit Advisory Board:**

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to reappoint Julio Gonzales and Jay Jacobus.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Jim Gatteys to replace Bryan Bennett.

**Vote:** 7 - 0 Motion carried

**Veterans Advisory Committee:**

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to reappoint Drue Farmer.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to appoint Matthew Harris to replace Holle Humphries.

**Vote:** 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to

reappoint Stephen Maxner.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to appoint Jesse Jalomo to replace Carlos Plata.

**Vote:** 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to reappoint Steven Presley.

**Vote:** 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to appoint Stevie Poole to replace Ryan Van Dusen.

**Vote:** 7 - 0 Motion carried

**Water Board of Appeals:** Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Patrick Cooke to replace Todd Klein.

**Vote:** 7 - 0 Motion carried

## **7:28 P.M. CITY COUNCIL ADJOURNED**

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

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GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING  
June 9, 2015  
3:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 9th of June, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p.m.**

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

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

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

*• Items 1-3.*

**1. Regular Agenda**

- 2. Public Hearing 3:00 p.m. - Planning:** Conduct a public hearing for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.

Mayor Robertson opened the public hearing at 3:00 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 3:00 p.m.

- 3. Public Hearing 3:00 p.m. - Planning:** Conduct a public hearing for an annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.

Mayor Robertson opened the public hearing at 3:01 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 3:02 p.m.

**3:02 P.M. CITY COUNCIL ADJOURNED**

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary





**Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0065 Amendment 26 amending the adopted FY 2014-15 budget for municipal purposes respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI - Lubbock Sports Authority; providing for filing; and providing for a savings clause.

**Item Summary**

On June 11, 2015, the City Council approved the 1st reading of the ordinance.

- I. Amend the Market Lubbock, Inc. - Visit Lubbock, Inc., Component Unit FY 2014-15 operating budget by increasing the appropriation by \$15,301, from \$2,968,181 to \$2,983,482. The amendment is due to an increase in the utilization of fund balance as a result of increased line item expense accounts and the City's decrease in Hotel/Motel tax revenue as approved in Budget Amendment 13 as illustrated by Exhibit A.
  
- II. Amend the Market Lubbock, Inc. - Lubbock Sports Authority Component Unit FY 2014-15 operating budget by \$64,075, from \$1,182,084 to \$1,118,009. The amendment is due to decreased revenue from Hotel/Motel tax and the grant from Visit Lubbock and changes in line item expense accounts to reflect the decreased revenue as illustrated by Exhibit A.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

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**Attachments**

Ordinance - BA 26

MLI Exhibit A

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR MARKET LUBBOCK, INC. (MLI) – LUBBOCK CONVENTION AND VISITORS BUREAU (VISIT LUBBOCK) AND MLI – LUBBOCK SPORTS AUTHORITY; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #26) for municipal purposes, as follows:

- I. Approve the amendments to the Adopted FY 2014-15 Operating Budget for Market Lubbock, Inc. (MLI) – Lubbock Convention and Visitors Bureau, as illustrated in Exhibit A.
- II. Approve the amendments to the Adopted FY 2014-15 Operating Budget for MLI – Lubbock Sports Authority, as illustrated by Exhibit A.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

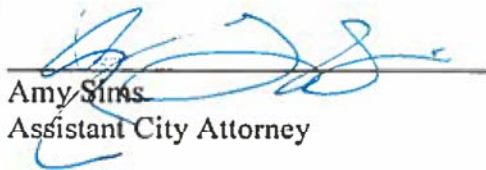
ATTEST:

\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney

ccdocs/BudgetFY1415.Amend26.ord  
May 27, 2015

**City of Lubbock, TX**  
**Fiscal Policy Department**  
**Market Lubbock, Inc. - Visit Lubbock, Inc.**  
**and Market Lubbock, Inc. - Lubbock Sports Authority**  
**Proposed FY 2014-15 Budget Revision**  
**EXHIBIT A**

FUNDING SOURCES	MLI - Visit Lubbock, Inc. Approved Budget FY 2014-15	MLI - Visit Lubbock, Inc. Proposed Revised FY 2014-15	Change from Approved
Interest Earnings	\$ 8,216	8,216	-
Hotel/Motel Tax	2,763,986	2,519,127	(244,859)
Hotel/Motel Tax True-Up	-	-	-
Sale of Promotional Items	3,500	3,500	-
Advertising Income	34,000	34,000	-
Grant from Lubbock Sports Authority	-	-	-
Other Income	-	-	-
Total Revenue Sources	<u>2,809,702</u>	<u>2,564,843</u>	<u>(244,859)</u>
Utilization of Net Assets	158,479	418,639	260,160
<b>TOTAL FUNDING SOURCES</b>	<u><b>2,968,181</b></u>	<u><b>2,983,482</b></u>	<u><b>15,301</b></u>
<b>EXPENSES</b>			
Compensation	801,700	801,700	-
Benefits	169,640	169,640	-
Marketing & Promotions	1,292,725	1,254,475	(38,250)
Maintenance & Operations	237,711	248,336	10,625
Professional Services	96,900	145,350	48,450
Capital Outlay	8,500	21,250	12,750
Special Projects	-	-	-
Incentives	110,000	125,000	15,000
Grant to Lubbock Sports Authority	251,005	217,731	(33,274)
<b>TOTAL EXPENSES</b>	<u><b>\$ 2,968,181</b></u>	<u><b>2,983,482</b></u>	<u><b>15,301</b></u>

**City of Lubbock, TX**  
**Fiscal Policy Department**  
**Market Lubbock, Inc. - Visit Lubbock, Inc.**  
**and Market Lubbock, Inc. - Lubbock Sports Authority**  
**Proposed FY 2014-15 Budget Revision**  
**EXHIBIT A**

FUNDING SOURCES	MLI - Sports Authority Approved Budget FY 2014-15	MLI - Sports Authority Proposed Revised FY 2014-15	Change from Approved
Interest Earnings	\$ 2,184	2,184	-
Hotel/Motel Tax	865,928	789,216	(76,712)
Hotel/Motel Tax True-Up	-	-	-
Event Revenue	35,000	35,000	-
Grant from Visit Lubbock	251,005	217,731	(33,274)
Total Revenue Sources	<u>1,154,117</u>	<u>1,044,131</u>	<u>(109,986)</u>
Utilization of Net Assets	27,967	73,878	45,911
TOTAL FUNDING SOURCES	<u>1,182,084</u>	<u>1,118,009</u>	<u>(64,075)</u>
EXPENSES			
Compensation	201,800	201,800	-
Benefits	36,460	36,460	-
Marketing & Promotions	283,275	276,525	(6,750)
Maintenance & Operations	41,949	43,824	1,875
Professional Services	17,100	25,650	8,550
Capital Outlay	1,500	3,750	2,250
Servicing	600,000	530,000	(70,000)
Grant to Visit Lubbock	-	-	-
TOTAL EXPENSES	<u>\$ 1,182,084</u>	<u>1,118,009</u>	<u>(64,075)</u>



**Regular City Council Meeting**

**5. 2.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12410 an Agreement for Professional Services with Kimley Horn and Associates, Inc. for Construction Phase Services on 98th Street from University Avenue to Interstate 27.

**Item Summary**

This Agreement for City Council consideration is for Construction Phase Services on the 98th Street paving project. The scope of work and compensation for the professional services was negotiated between the Public Works Engineering staff and Kimley Horn and Associates, Inc. The scope of work includes such items as participation in the Pre-Construction Conference, providing continuous on-site construction observation services for the duration of the project, recommendations of any defective work by the Contractor, providing clarification and interpretations of the plans and specifications, preparing any required Change Orders, reviewing any shop drawings and sample submittals by the Contractor, reviewing and determining acceptability of any substitutes proposed by the Contractor, review of testing results, provide recommendations for disputes between the City and Contractor, prepare applications for monthly and final payments to the Contractor, conduct final site visit, prepare final notice of acceptability of Contractor’s work, and prepare Record Drawings of the as-built construction.

This Agreement is in a “Not to Exceed” amount of \$698,900 for all labor and reimbursable expenses. Kimley Horn and Associates, Inc. will invoice the City on a monthly basis at an hourly rate specified in the Agreement, and for eligible reimbursable expenses. The Engineer will be paid for the work actually performed.

The number of hours tasked to perform each item and proposed compensation rates have been reviewed by staff and believed to be within the professional engineering scope necessary to complete this project.

**Fiscal Impact**

\$10,375,300 is appropriated in Capital Improvement Project 92289, 98th Street - University Avenue to US Highway 87, with \$698,900 available for this purpose.

**Staff/Board Recommending**

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

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**Attachments**

[Resolution - Kimley-Horn](#)

[Contract](#)

[Budget Detail](#)

[CIP Detail](#)

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**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 Agreement for providing Construction Phase Services for the 98<sup>th</sup> Street Widening Project, from University Avenue to Interstate 26, by and between the City of Lubbock and Kimley-Horn and Associates, 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 \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

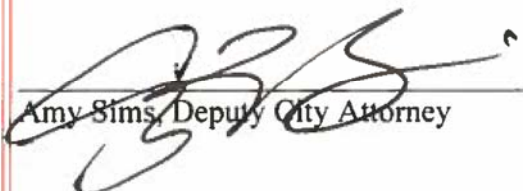
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

RES.PSA-Kimley-Horn and Associates, Inc.  
6.3.15

## 98<sup>th</sup> Street Widening – From University Avenue to Interstate 27

### Construction Phase Services

#### **Professional Services Agreement**

Kimley-Horn and Associates, Inc. (“K-H” or “the Consultant”) and the City of Lubbock (“the Client”) herein enter into this Professional Services Agreement for providing Construction Phase Services for the 98<sup>th</sup> Street Widening Project, from University Avenue to Interstate 27. The general project description, scope of services, schedule, and fee set forth are below.

#### **General Project Description (the “Project”)**

The Project includes the reconstruction and widening of 98th Street from University Avenue to Interstate 27. The existing 2 lane undivided asphalt roadway will be widened to a 7 lane undivided concrete roadway, with drainage improvements at Playa Lake 084. The project also includes water upgrades along 98<sup>th</sup> Street, and continuous roadway illumination. The construction sequencing for the roadway and drainage improvements will be coordinated with the phasing of the Lubbock South Sanitary Sewer Project, Phase I.

This Agreement is only for construction phase services for the reconstruction of the project as described above. The construction phase services will be provided in conjunction with a resident project representative subconsultant (Walker RPR Services, Inc.), a construction materials testing subconsultant (CMT Engineering, Inc.), and a surveying and drainage subconsultant (AMD Engineering, L.L.C.).

#### **Scope of Services**

K-H, or its subconsultant, shall perform all activities (the “Services”) in accordance with the Terms and Conditions of this Agreement and within the time frames as described in Attachment A, Scope of Services and/or as otherwise provided herein.

*(See attached Scope of Services (herein so called) – Attachment A, incorporated herein for all purposes)*

#### **Information Provided By Client**

K-H shall be entitled to reasonably rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all available non-confidential information in the possession of the Client requested by K-H during the Project.

#### **Schedule**

The Client anticipates the construction phase to last 13 months (1 month start up, 11 months construction, 1 month closeout). K-H will provide the Services as expeditiously as practicable during the construction phase of the project. The project’s construction phase will conclude upon delivery of the final record drawings to the Client once construction is complete. K-H recommends including a five (5) month contingency on the schedule to accommodate any unforeseen potential delays. Therefore, the term on this Agreement is 18 months after receipt of a properly executed original of this Agreement. If the construction phase extends beyond the 18 months, K-H will provide continued construction phase services on an Additional Services basis but only upon written request by the Client.

## **Fee and Billing**

K-H will provide the tasks identified in the Scope of Services on a labor fee plus expense (reimbursable) basis. For your budgeting purposes we recommend allocating \$698,900 for the reimbursable tasks. The budgeted amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns in the workplan are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. K-H reserves the right to reallocate the reimbursable budget among tasks as determined necessary by K-H. Labor fees will be billed according to the attached rate schedule, which is applicable for up to 18 months after the date of execution of this Agreement. Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. Subconsultant expenses will be billed as a direct expense at 1.05 times cost. A percentage of labor fee (6%) will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client.

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

## **Closure**

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the terms and conditions in the attached Terms and Conditions and other attachments made a part of this Agreement, which are incorporated herein by reference for all purposes.

K-H, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. For this project we intend to submit invoices via email in PDF format and by paper copy.

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**TERMS AND CONDITIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant by amendment to this Agreement, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services in accordance with the Fee and Billing section of this Agreement.

- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions, so long as such decisions do not increase the expenditures of funds hereunder or otherwise alter the terms of this Agreement.
  - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
  - (c) Provide to the Consultant all previous non-confidential studies, plans, or other documents pertaining to the project in its actual possession, so long as Client shall be allowed to rely on such material, as such material shall relate to the Project, and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, upon all of which the Consultant may rely if such reliance shall be reasonable.
  - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
  - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant, so long as such decisions do not increase the expenditures of funds hereunder or otherwise alter the terms of this Agreement.
  - (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
  - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require in furtherance of the project development.
  - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
  - (i) Bear all costs incident to the responsibilities of the Client, unless provided otherwise herein.

(2A) The City Council of Client herein delegates the authority to act as the Client's representative under this Agreement to the City Engineer of Client, or his/her designee.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

- (4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred, if allowed by this Agreement. Payment of each invoice will be due within 30 days of receipt. Interest will be added to accounts at the rate as provided by the Texas Government Code. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) The Client agrees that the payment to the Consultant is not subject to any contingency or condition, except as provided in this Agreement. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance as set forth in Attachment A-1.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF DAMAGES.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) [Intentionally omitted]

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) [Intentionally omitted]

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(d) The Consultant's services will be limited to the role of Resident Project Representative and the Engineer of Record for any changes made by the Consultant to the construction contract documents during the construction phase.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is performable in Lubbock County, Texas and is to be governed by the law of the State of Texas. Venue for any action under or related to this Agreement shall exclusively lie in courts of competent jurisdiction in Lubbock County, Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## ADDITIONAL TERMS

1. **Independent Contractor.** It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional Consultant under similar circumstances and Consultant hereby warrants to the Client that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the Client 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.

2. **Events of Default/Remedies**

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

b. **Consultant's Defaults/Client's Remedies.** In the event Consultant shall default in the performance of any term or provision of this Agreement for any reason other than failure by the Client to perform hereunder, the Client may, if said default shall be continuing after five (5) days notice of such default is deemed received by Consultant, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

3. **Insurance/Indemnity**

Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to Client, 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 where obtainable, the indemnity obligations set forth herein.

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

Commercial General Liability:	
Combined Single Limit:	\$1,000,000
Professional Liability:	
Combined Single Limit:	\$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	\$500,000 Per Occurrence

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

Consultant shall elect to obtain worker’s compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant 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 Consultant maintains said coverage. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker’s Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

For all matters related to its professional services, Consultant shall indemnify and hold Client and Client’s elected officials, officers, agents, and employees harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney’s fees, to the extent arising out of negligent acts, errors, and omissions of Consultant, its agents, servants, or employees. For all other matters, Consultant shall indemnify and hold Client and Client’s elected officials, officers, agents, employees, and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney’s fees as a result of, related to or arising from Consultant’s use or occupation of Client owned lands, and/or any matter related to Consultant’s activities, performances, operations or omissions under this Agreement, except as may otherwise be limited by this Agreement. The indemnity provided herein shall survive the expiration or termination of this Agreement.

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

For Client:                    Michael G. Keenum, P.E., City Engineer  
   P.O. Box 2000  
   Lubbock, Texas 79457  
   Facsimile: (806) 775-3074

w/ copy to:                    L. Wood Franklin, P.E., Director of Public Works  
   P.O. Box 2000  
   Lubbock, Texas 79457  
   Facsimile: (806) 775-3074

For Consultant:                G. Brad Tribble, P.E., Senior Vice President  
   Kimley-Horn  
   2201 W. Royal Lane, Suite 275  
   Irving, TX 75063-3206  
   Facsimile: (214) 420-5680

6. **No Joint Enterprise.** Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the Client.
7. **Authority.** Consultant represents and warrants to Client that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Consultant hereto.
8. **Jurisdiction.** The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and

may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. **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 Consultant 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.

**Incorporation**

Attachments A, B and C are in hereby expressly incorporated in this Agreement for all purposes.

Executed and effective this \_\_\_\_\_ day of June 2015.

**KIMLEY-HORN AND ASSOCIATES, INC.**

By:   
Eric Z. Smith  
Title: Assistant Secretary

**CITY OF LUBBOCK**

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Michael G. Keenum, P.E., City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy Sims, Assistant City Attorney

- Attachments – Attachment A – Scope of Services
- Attachment B – Current Hourly Rate Schedule
- Attachment C – Workplans (C-1 and C-2)

## Attachment A – Scope of Services

### 98<sup>th</sup> Street Widening – From University Avenue to Interstate 27

#### Construction Phase Services

Consultant will provide construction phase services as specifically stated below:

#### Construction Phase Services:

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

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

- Review of Submittals and/or shop drawings;
- Prepare any changes to the construction contract documents during the construction phase;
- Resident Project Representative;
- Construction Materials Testing for verification as needed
- Surveying for verification as needed.

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

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

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

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

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

- Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Consultant.

#### 10. *Records*

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

#### 11. *Reports*

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

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

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

#### 14. *Completion*

- Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

- Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

*Resident Project Representative shall not:*

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

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

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

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

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

**Shop Drawings and Submittals.** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or

other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

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

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

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

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

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

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

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

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

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

- One (1) 11"x17" set of black line Record Drawings
- One (1) set of .PDF file Record Drawings

**Current Hourly Rate Schedule**

<b>Classification</b>	<b>Category Description</b>	<b>Hourly Rate</b>
B1	Professional	\$100
B2	Professional	\$110
B3	Professional	\$120
B4	Professional	\$140
B5	Senior Professional - Accounting	\$160
D7	Senior Technical Support	\$160
D8	Senior Technical Support	\$170
N3	Support Staff	\$75
N4	Support Staff	\$90
N5	Support Staff	\$95
N6	Support Staff – Clerical/Administrative	\$100
P	Professional – Analyst (Grad. Engineer/Planner)	\$120
P1	Professional – Analyst (EIT/Planner I)	\$130
P2	Professional – Analyst (EIT/ Planner II)	\$140
P3	Professional – Analyst (EIT/Planner III)	\$150
P4	Professional – PE	\$165
P5	Senior Professional – Senior PE/Project Manager I	\$175
P6	Senior Professional – Senior PE/Project Manager II	\$205
P7	Senior Professional – Senior PE/Project Manager III	\$225
P8	Principal	\$240
T1	Technical Support – Engineering Intern	\$75
X5	Professional – Non-degreed Professional	\$110
X7	Professional – Non-degreed Professional	\$145

The rates listed above are applicable for up to 24 months after the date of execution of this Agreement for 98<sup>th</sup> Street Paving Improvements – Construction Phase Services – between University Avenue and Interstate 27.



**General Project Information**

Client: **City of Lubbock, TX**  
 Project: **98 Street (U to 87) RPR**  
 KHA No:  
 PM: **Kerry Miller, P.E.**

**Task Effort Summary**

Labor: \$ **19,400**  
 Expenses: \$ -  
 Allocation: \$ **1,200**  
**TOTAL:** \$ **20,600**

**Task Information**

Number: **510**  
 Name: **Startup - Month 1**  
 Task Mgr: **Rey Carrasco**

**Task Description and Budgeting**

Task Descriptions:	GLC:	P8 Principal (\$220/hr.)	P7 Senior Prof. (\$210/hr.)	P5 Senior Prof. (\$150/hr.)	P2 ET (\$125/hr.)	P1 ET (\$115/hr.)	B5 Senior Prof. (\$150/hr.)	N6 Support Staff (\$95/hr.)	(Hrs)	Expenses (\$)
Prepare for and attend Pre-Con Mtg		4	6	2					12	
Prepare for and attend weekly site visits			8	8					16	
RFIs			4	4					8	
Shop Drawing/Submittal Review		2	4	16			4		26	
Change Orders										
RPR Sub coordination		2	8	4					14	
Testing & Survey Sub coordination			4						4	
Contractor Pay Application Review/Process			2	4				2	8	
Prepare form								2	2	
General QC/PM		2	4	2					8	
Project Accounting							4		4	
Project Administrative Support								4	4	
<b>Subtotals:</b>		10	40	40			4	12	106	\$ -

**Task Cost/Effort Subtotals**

Effort: \$ 2,200 | \$ 8,400 | \$ 8,400 | \$ 7,000 | \$ - | \$ - | \$ - | \$ 600 | \$ 1,140 | Lbr 19.3 | Expenses (\$) -

**Project Workplan Budget**

Date: May 27, 2015

**General Project Information**

Client: City of Lubbock, TX  
 Project: 98 Street (U to 87) RPR  
 KHA No:  
 PM: Kerry Miller, P.E.

**Task Effort Summary**

Labor: \$ 147,900  
 Expenses: \$ -  
 Allocation: \$ 8,900  
**TOTAL:** \$ 156,800

**Task Information**

Number: 520  
 Name: Standard - 11 Months  
 Task Mgr: Rey Carrasco

**Task Description and Budgeting**

Task Descriptions:	GLC:	P8 Principal (\$220/hr.)	P7 Senior Prof. (\$210/hr.)	P5 Senior Prof. (\$150/hr.)	P2 ET (\$125/hr.)	P1 ET (\$115/hr.)	B5 Senior Prof. (\$150/hr.)	N6 Support Staff (\$95/hr.)	(Hrs)	Expenses (\$)
<u>Hours per Month for 11 Months:</u>										
Prepare for and attend weekly site visits			4						4	
Attend Semi-monthly Const. Progress Mtgs			4						4	
RFIs			4	8				2	14	
Shop Drawing/Submittal Review			2	2					6	
Change Orders			2	2					4	
RPR Sub coordination			8	4					12	
Testing & Survey Sub coordination			2	2					4	
Contractor Pay Application Review/Process			1	6				2	9	
General QC/PM		4	4						8	
Project Accounting							6		6	
Project Administrative Support								4	4	
<b>Monthly Subtotals:</b>		4	31	24			6	10	75	
Subtotals (12 months):		44	341	264			66	110	825	
<b>Subtotal</b>										

**Task Cost/Effort Subtotals**

**Effort:** \$ 9,680 | \$ 71,610 | \$ 46,200 | \$ - | \$ - | \$ 9,900 | \$ 10,450 | \$ -

**Lbr** 148 | **Expenses (\$)** -

**General Project Information**

Client: **City of Lubbock, TX**  
 Project: **98 Street (U to 87) RPR**  
 KHA No:  
 PM: **Kerry Miller, P.E.**

**Task Effort Summary**

Labor: \$ **26,800**  
 Expenses: \$ **700**  
 Allocation: \$ **1,700**  
**TOTAL: \$ 29,200**

**Task Information**

Number: **530**  
 Name: **Closeout**  
 Task Mgr: **Rey Carrasco**

**Task Description and Budgeting**

Task Descriptions:	Principal (\$220/hr.)						Senior Prof. (\$210/hr.)		Senior Prof. (\$150/hr.)		ET (\$125/hr.)		ET (\$115/hr.)		Senior Prof. (\$150/hr.)		Support Staff (\$95/hr.)		Subtotal	Expenses (\$)
	P8	P7	P5	P2	P1	B5	N6	(Hrs)												
Prepare for and attend Substantial Comp Mtg			4															4		
Prepare for and attend weekly site visits			8															8		
Prepare for and attend final walk-thru/mitg notes			6															8		
Shop Drawing/Submittal Review																				
Record Drawings Review and Prep	2		12	20					40									76	\$ 600	
RPR Sub coordination	2		12															14		
Sub coordination (record drawings)			2	8														10		
Contractor Pay Application Review/Process			4	6														14		
General QC/PM	4		8															12		
Project Accounting																		8		
Project Closeout										8								8		
Project Administrative Support																		8		
Project Closeout																				
<b>Subtotals:</b>	<b>8</b>	<b>56</b>	<b>34</b>	<b>-</b>	<b>40</b>	<b>8</b>	<b>16</b>	<b>162</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>162</b>	<b>\$</b>	<b>600</b>

**Task Cost/Effort Subtotals**

Effort: \$ 1,760 | \$ 11,760 | \$ 5,950 | \$ - | \$ 4,600 | \$ 1,200 | \$ 1,520 | Lbr 26.8 | Expenses \$ 700

**Walker RPR Services, Inc.**

6206 94th Street  
 Lubbock, Texas 79424  
 (806) 787-4235

**Attachment C-2**

Owner: **City of Lubbock, TX**  
 Client: **Kimley-Horn and Associates, Inc.**  
 7021 Kewanee Avenue, Suite 8-101  
 Lubbock, Texas 79424  
 Project: **98th Street University to US 87**

<b>Task Descriptions and Budgeting:</b>				
	<b>Project Manager</b>	<b>Chief Inspector</b>	<b>Inspector</b>	
<b>Task Descriptions:</b>	<b>Rates:</b>	<b>\$ 99.00</b>	<b>\$ 75.00</b>	<b>\$ 57.00</b>
				<b>Subtotals</b>
<b>Labor:</b>				
Project Management (40 hrs / mo x 12 mo)	480			480
On-site Inspection (Part-time) (176 hrs/mo x 12 mo)		2,112		2,112
On-site Inspection (full-time) (176 hrs / mo x 12 mo)			2,112	2,112
Hour Subtotals:	480	2,112	2,112	<b>4,704</b>
<b>Labor Subtotals:</b>	<b>\$ 47,520.00</b>	<b>\$ 158,400.00</b>	<b>\$ 120,384.00</b>	<b>\$ 326,304.00</b>

<b>Expenses:</b>				
Vehicle Allowance: (1000/mo x 12 mo)		\$ 12,000.00	\$ 12,000.00	\$ 24,000.00
<b>Expense Subtotals:</b>				<b>\$ 24,000.00</b>

**TOTAL Labor and Expenses:**

**\$ 350,304.00**

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 25, 2015**

Capital Project Number: 92289  
 Capital Project Name: 98th Street University to US 87

	<b>Budget</b>
<i>Encumbered/Expended</i>	
City Staff	\$ 79,923
Advertising and Promotion	160
Kimley-Horn and Associates	825,300
Kimley-Horn and Associates Change Order 1	17,800
Allen Butler Construction, Inc.	7,174,474
 <i>Agenda Item June 25, 2015</i>	
Kimley-Horn and Associates	698,900
<b><i>Encumbered/Expended To Date</i></b>	<b>8,796,557</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
City Staff	60,000
Contingency	1,518,743
<b><i>Remaining Appropriation</i></b>	<b>1,578,743</b>
 <b>Total Appropriation</b>	 <b>\$ 10,375,300</b>

*Managing Department*      **Public Works Engineering**

*Project Manager*            **Wood Franklin**

*Project Classification*       **Infrastructure Improvements**

*Project Status*                **Approved**



*Project Scope*

Replace the current strip paving with a T-2 thoroughfare with six travel lanes, continuous left turn lane, and full intersection located at Avenue P. Traffic signals will be required at the Avenue P and 98th street intersection. Street lighting, drainage features, and pedestrian access will be constructed with this project.

*Project Justification*

Development and traffic demands continue to grow in this area. The current strip paving in this area requires continuous maintenance and repair.

*Project History*

\$1.68 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.  
 \$5,145,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.  
 Reduced by \$450,000 in FY 2013-14 Budget Amendment No. 1, Ord. No. 2013-00095, October 24, 2013.  
 \$4.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	4,695,300	4,000,000	0	0	0	0	0	8,695,300
Design and Engineering	1,650,000	0	0	0	0	0	0	1,650,000
Right of Way Acquisition	30,000	0	0	0	0	0	0	30,000
<b>Total Project Appropriation</b>	<b>6,375,300</b>	<b>4,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,375,300</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2009 Gateway Streets Revenue CO's	2,058,607	586,621	0	0	0	0	0	2,645,228
FY 2010 Gateway Streets Revenue CO's	1,485,973	473,852	0	0	0	0	0	1,959,825
FY 2011 Gateway Streets Revenue CO's	1,270,372	0	0	0	0	0	0	1,270,372
FY 2014 Gateway Streets Revenue CO's	1,560,348	0	0	0	0	0	0	1,560,348
FY 2015 Gateway Streets Revenue CO's	0	2,939,527	0	0	0	0	0	2,939,527
<b>Total Funding Sources</b>	<b>6,375,300</b>	<b>4,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,375,300</b>



**Regular City Council Meeting**

**5. 3.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution – Water Resources:** Consider a resolution authorizing the Mayor to execute a contract with the Texas Department of Criminal Justice (TDCJ) for the continued purchase of water to supply the John Montford Prison Unit from the City’s potable water system.

**Item Summary**

In August 1993, the City of Lubbock entered into a water supply and sewer collection contract with the TDCJ to facilitate the construction of a new psychiatric support facility within Lubbock County for the detention, treatment, education, rehabilitation, and reformation of sentenced felons. Once constructed, the facility was named the John Montford Unit. The Unit was constructed outside of the city limits. The initial contract included provisions for the TDCJ to be charged the same commercial water rates that businesses within the city limit were charged.

After the original contract expired, the TDCJ continued paying commercial rates for water supplied to the Montford Unit. In April 2013, the City notified the TDCJ that the Montford Unit’s water rates would be reclassified and changed in order to comply with Section 22.03.085(6) of the City Code of Ordinances. According to the current Code, the Montford Unit is classified as a “wholesale” water customer. Wholesale water customers are located outside of the city limits and are a governmental entity.

The contract being considered is an Interlocal Wholesale Water Sales Contract that is recommended by the Lubbock Water Advisory Commission. The contract limits the amount of water that can be purchased by the TDCJ to 79.8 million gallons each year. In addition, the Montford Unit must enact water conservation and/or drought restrictions that are at least as stringent as the City of Lubbock’s restrictions. The contract will expire in August 2019.

Wholesale customers are required by ordinance to pay wholesale water rates adopted by city council. This contract includes a provision that the TDCJ will continue to pay the standard wholesale water rates. Wholesale customers pay 50% more for their water than commercial customers within the city limits do since Lubbock citizens have paid for expensive water supply projects necessary to continue meeting Lubbock’s water demand.

The City used a total of 12.5 billion gallons of water in 2014. The amount of water Lubbock supplies to the Montford Unit on an annual basis represents 0.6% of Lubbock’s total usage.

**Fiscal Impact**

This contract will generate approximately \$387,000 in metered water revenue annually for the next four years.

**Staff/Board Recommending**

L. Wood Franklin, P.E., Public Works Director  
Lubbock Water Advisory Commission

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Wholesale Water Sales Contract to permit the sale of wholesale water outside its municipal boundaries to federal, state or local governments pursuant to appropriate intergovernmental contracts, by and between the City of Lubbock and the Texas Department of Criminal Justice, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

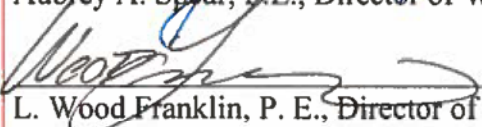
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

RES. Contract Water Sales, Tx Dept Criminal Justice  
5.27.15

## **INTERLOCAL WHOLESALE WATER SALES CONTRACT**

This Contract is made by and between the CITY OF LUBBOCK (herein called "PROVIDER" a home rule municipal corporation located in Lubbock County, acting by and through its Mayor as authorized by specific action of this Council; and the Texas Department of Criminal Justice, an agency of the State of Texas (herein called "CONSUMER").

### **WITNESSETH**

WHEREAS, the CONSUMER is an agency of the State of Texas operating a correctional facility located at 8602 Peach Avenue, Lubbock, Texas outside of the jurisdiction of the PROVIDER, commonly called the Montford Unit;

WHEREAS, Section 22.03.090(f) of the Code of Ordinances of the PROVIDER permits the sale of wholesale water outside its municipal boundaries to federal, state or local governments pursuant to appropriate intergovernmental contracts;

WHEREAS, the PROVIDER is amenable to providing said wholesale, subject to the conditions precedent and upon the terms and conditions of this Contract, to CONSUMER; and

WHEREAS, the Government Code authorizes certain intergovernmental cooperation contracts;

WHEREAS, the PROVIDER is responsible for protecting its drinking water supply from contamination or pollution which could result from improper construction or water usage on the CONSUMER's side of the meter.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, obligations, and benefits herein expressed, PROVIDER and CONSUMER agree as follows:

### **ARTICLE I PROVISIONS OF WATER**

#### **1.1 TERMS, PROVISIONS AND CONSIDERATIONS**

PROVIDER agrees to sell and convey wholesale water to the CONSUMER, subject to the conditions precedent and under and pursuant to the terms, provisions and conditions of this Contract.

## 1.2 DEFINITIONS

The following shall be the definitions of the terms used within this agreement:

**Wholesale-** The term “wholesale” shall have that meaning as used in Article 22.03 of the City of Lubbock Code of Ordinances.

**CONSUMER-** The term “CONSUMER” shall mean the Texas Department of Criminal Justice.

**PROVIDER-** The term “PROVIDER” shall mean the City of Lubbock, Texas.

**Point of Delivery-** The term “Point of Delivery” shall be that specified area as described in Exhibit “A”, which is attached hereto and incorporated as if fully set forth herein.

## ARTICLE II CONDITIONS OF SALE OF WHOLESALE WATER

### 2.1 QUALITY AND TREATMENT

PROVIDER shall supply potable water of similar quality that PROVIDER distributes to the residents of Lubbock, Texas treated by disinfectants and such other treatment as may in the future be directed by appropriate regulatory agencies and meeting the applicable primary drinking water standards of the Texas Commission on Environmental Quality and other local, State and Federal governmental agencies at the Point of Delivery, as hereinafter defined, during the term of this Contract.

PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, PHYSICAL CONDITION, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE WATER SUBJECT TO THIS CONTRACT EXCEPT AS EXPRESSLY SET FORTH ABOVE.

### 2.2 QUANTITY

PROVIDER shall supply and deliver a total maximum amount of 79.8 million gallons of water during any three hundred sixty-five (365) day period of time beginning October 1 of each year to the CONSUMER’s point of delivery as shown in Exhibit “A.” The peak maximum usage during any 24 hour period of time shall be 525,000 gallons. All water quantities shall be measured at the point of delivery. In the event CONSUMER shall use more than the allotted maximum amount of water in the above-described (365) day period given period as set forth above, CONSUMER shall pay an amount equal to two (2x) times the wholesale rate for that amount of wholesale water that exceeds the allotted maximum quantity. The wholesale rate is set forth in Section 22.03.085 of the Code of Ordinances of the City of Lubbock.

All water quantities delivered shall be measured by the metering device at the Point of Delivery at the sole cost of CONSUMER. The meter shall be located in an area reasonably accessible by PROVIDER at all times. PROVIDER shall install the metering device (herein sometimes called the "meter", "metering device, or "metering equipment"), at the expense of CONSUMER (i.e., both the costs of the meter and the installation costs), at the Point of Delivery, and at its option may include equipment in such metering station devices to: (1) control the rate of flow; (2) measure the instantaneous flow of gallons per day; (3) measure peak hourly flow during the day of maximum flow in gallons per day; (4) measure the cumulative volume of water taken; and (5) control changes in the rate of flow, said devices being operable by PROVIDER at the respective meter and, at the option of PROVIDER, remotely from within PROVIDER. Deliveries shall be contingent upon facilities necessary or convenient for PROVIDER to deliver water to CONSUMER from PROVIDER'S existing water conveyance system to the Point of Delivery.

PROVIDER shall give at least 48 hour notice of the possibility of a planned curtailment of or intent to curtail delivery of water or reducing the rate of flow to CONSUMER prior to curtailing the delivery or reducing the rate of flow. Such notice shall be in person to the unit warden or designee, by telephone to the unit warden or designee, or by email to the unit warden or designee. PROVIDER shall not be responsible for notice of any unplanned curtailments due to power outages, line breaks, force majeure, or other unforeseen events.

#### **2.4. POINT OF DELIVERY AND TITLE**

WATER provided to CONSUMER shall be delivered to the point of delivery described in Exhibit A. Title to water passing through the Point of Delivery shall pass to the CONSUMER, for all purposes, at the outlet side of the meter. CONSUMER shall be responsible for the water, for all purposes and intents, from and after title passage to CONSUMER. CONSUMER hereby agrees, to the fullest extent permitted by law, to indemnify, save and hold PROVIDER harmless from any and all claims, demands, losses, and causes of action, which may be asserted by anyone related to the transportation and delivery of said water while title remains with CONSUMER.

#### **2.5. METERING EQUIPMENT**

PROVIDER shall provide the maintenance of the necessary metering equipment for properly measuring the quantity of water delivered to CONSUMER. Calibration of such metering equipment shall be done on a reasonable time schedule, but not less frequently than once every twelve (12) months, or more frequently than once every three (3) months. A meter registering not more than three percent (3%) accuracy above or below the test result shall be deemed to be accurate or non material.

The previous readings of any meter disclosed by test to be inaccurate beyond the acceptable range of plus or minus three percent (3%) shall be corrected in accordance with the percentage of inaccuracy found by such tests for a period extending back one-half (1/2) of the time elapsed since the last calibration date but, in no event, further back than a period of six (6) months. If the meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be estimated upon the basis of the best data available. The metering equipment register shall be

read by PROVIDER at least once a month. All metering equipment, valves, and other appurtenances associated with the metering installation shall be and remain the property of PROVIDER.

## **2.6. BILLING PROCEDURE**

The CONSUMER shall pay for services received pursuant to this Contract based upon the invoice submitted by the PROVIDER each month. Each invoice shall state the Contract Number. It is recommended that the PROVIDER receive payments via electronic funds transfer (EFT), also known as direct deposit.

If the PROVIDER elects to be set up for direct deposit payment, the vendor direct deposit authorization form for setting up direct deposit may be obtained from the Contract Administrator referenced in Section 5.10. PROVIDER shall submit a completed authorization form to the following address:

Texas Department of Criminal Justice  
Accounting and Business Services  
Attn: Belinda Walker  
PO Box 4018  
Huntsville, TX 77342-4018

The PROVIDER shall issue a bill to the CONSUMER participating accounts itemized to show gallons of water delivered to CONSUMER through the meter at the Point of Delivery during the preceding month.

Properly completed invoices shall be mailed to the following address:

Texas Department of Criminal Justice  
Utilities and Energy Department  
P.O. Box 4012  
Huntsville, Texas 77342-4012

If payment is not received by PROVIDER, the PROVIDER shall notify CONSUMER in writing when any such payment shall become delinquent, and if such delinquency is not removed within forty-two (42) days after the date of issuance of the written notice, PROVIDER may, at its discretion, cease deliveries of water to CONSUMER under the terms of this Contract.

PROVIDER shall give at least 48 hour notice of a planned intent to cease delivery of water to CONSUMER prior to ceasing delivery of water. Such notice shall be in person to the unit warden or designee, by telephone to the unit warden or designee, or by email to the unit warden or designee. PROVIDER shall not be responsible for notice of any unplanned cessation of water delivery due to power outages, line breaks, force majeure, or other unforeseen events.

After water has ceased to be provided, PROVIDER may, at its discretion, notify CONSUMER of its intention to declare this Contract forfeited and null and void. Upon such notice, CONSUMER shall have thirty (30) days to pay all delinquent charges, late fees, and reconnect charges, in order to reinstate wholesale water services prior to final action by PROVIDER declaring this Contract forfeited and null

and void. Upon PROVIDER declaring this Contract forfeited and null and void, PROVIDER shall sever and/or remove all connections to PROVIDER'S water system for delivery of water under this Contract.

## **2.7. AREA OF SERVICE**

CONSUMER shall provide water purchased under this Contract solely to the facilities associated with the Montford Unit at 8602 Peach Avenue. No other customer, geographic area or premises, of any kind or nature, shall be served by CONSUMER, directly or indirectly, with water purchased hereunder.

## **2.8. TERM OF CONTRACT**

The term of this Contract shall be a period of five years (5) commencing on Date of Award and ending August 31, 2019. In the event of continued and mutual interest of the terms or similar terms of this agreement, a new contract shall be negotiated, developed, approved and executed for the period after August 31, 2019. In the event that a new contract is not or cannot be agreed upon, there shall be no further discharge or responsibilities of the PROVIDER and CONSUMER.

# **ARTICLE III CONDITIONS OF RECEIVING SERVICE**

## **3.1. CONSUMER'S FACILITIES**

CONSUMER agrees and understands that it will install and maintain, at its sole expense, all facilities necessary for CONSUMER to operate its water system from and after the Point of Delivery and that PROVIDER shall be under no obligation whatsoever to bear any of said expenses aforementioned. CONSUMER shall not alter, modify, or change the meter facilities under any circumstances.

## **3.2. RESTRICTIONS**

The following practices are prohibited by State regulations (30 TAC Subchapter D Rule 290.47(b) Retail Service Agreement):

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

### **3.3. RATES AND PAYMENT DATE**

CONSUMER shall pay to PROVIDER, in a timely manner as provided in this Contract, those charges for water provided to CONSUMER pursuant to the terms of this Contract. The base monthly rate for the meter installed at the Point of Delivery shall be equal to the rate established by the City Council of the PROVIDER for meter of equal size as set forth in Section 22.03.084 of Code of Ordinances of the City of Lubbock, as may be amended from time to time. The volume rate charged for water provided shall be equal to the rate established by the City Council of the City of Lubbock charged to Wholesale customers as set forth in Section 22.03.085 of the Code of Ordinances of the City of Lubbock, as may be amended from time to time. The rates charged do not imply or include service by PROVIDER beyond the Point of Delivery; it being the expressed intent of PROVIDER and CONSUMER that all expenses on CONSUMER'S side of the Point of Delivery shall be the sole expense of CONSUMER.

The setting of water rates is a legislative function of the PROVIDER. To the extent the CONSUMER has any protest to the rates charged pursuant to this Contract, CONSUMER understands and agrees that it has the right to ask to address the City Council of the City of Lubbock as to said rates, but that the City Council of the City of Lubbock ultimately has the legislative authority to determine such rates.

In the event any user fee is imposed on the delivery, taking, sale, use, or consumption of the water received by CONSUMER from PROVIDER, the amount of the user fee allocable to CONSUMER shall be borne by CONSUMER. When and if PROVIDER shall be required to pay, collect or remit any user fee on water received by CONSUMER, then the user fee that is not included in the rates under this Contract will be added to the charges otherwise payable to PROVIDER and shall be the responsibility of CONSUMER.

### **3.4. SANITARY CONTROL**

CONSUMER shall maintain at all times a Reduced Pressure Zone (RPZ) backflow prevention device or an air gap at the Point of Delivery (i.e., between the system of PROVIDER and CONSUMER'S

water distribution system). At no time shall a by-pass be installed on or around the backflow prevention device.

CONSUMER may allow service by direct pressure, if available, from the PROVIDER'S line to the Point of Delivery. However, PROVIDER is under no obligation to provide water at any pressure above and over pressures necessary to deliver the quantities of water described in Section 2.2, above.

CONSUMER shall, at their expense properly test and maintain any backflow prevention device required by the PROVIDER. Copies of all required testing and maintenance records shall be provided to the PROVIDER.

CONSUMER shall permit personnel of PROVIDER to enter upon the property of CONSUMER for the purpose of inspecting any and all facilities of CONSUMER regarding required sanitary controls. Should PROVIDER have reasonable grounds to believe that any condition exists which might result in contamination of PROVIDER'S water supply or jeopardize PROVIDER'S certification with the Texas Commission on Environmental Quality and/or other federal, state or local regulatory authorities, then PROVIDER shall notify CONSUMER. The CONSUMER shall immediately correct such condition.

In the event CONSUMER fails to correct such condition then PROVIDER may, at its sole discretion, either correct the condition at CONSUMER'S expense and include the cost of materials and labor in subsequent billing statements from PROVIDER to CONSUMER or cease delivering water under this Contract until such condition is corrected to the satisfaction of the PROVIDER.

In the event PROVIDER determines that contamination of PROVIDER'S water supply by CONSUMER actually exists, PROVIDER shall have the absolute right to discontinue service to CONSUMER until such time as said contamination has been eliminated by CONSUMER. Nothing herein shall be construed to impose upon PROVIDER the duty and obligation to make any inspection or to regulate the quality of water beyond the Point of Delivery to CONSUMER and CONSUMER shall be solely responsible for the operation, maintenance, regulation and employment of all facilities beyond the Point of Delivery, and the regulation of the use of all water received by it at the Point of Delivery.

The CONSUMER is hereby notified that any water received from the PROVIDER will contain chloramines disinfectant. As such, the CONSUMER should adjust their disinfection system operations and monitoring for chloramines accordingly.

### **3.5. WATER CONSERVATION**

In the event PROVIDER is required to implement its Water Conservation and/or Drought Contingency Plan for its system then in such event CONSUMER shall receive the same water allotment under such plan as any other customers of similar size and water needs served by PROVIDER.

CONSUMER shall adopt, develop, implement and maintain water conservation and drought contingency plans, programs, and rules incorporating loss-reduction measures and management

practices, techniques, and technologies at least as promotional of conservation as such plans, programs and rules as developed and adopted by PROVIDER. Such plans shall be designed to reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, and increase the recycling and reuse of water.

CONSUMER agrees that if water supplies or services are curtailed within PROVIDER, PROVIDER may impose a like curtailment on deliveries to CONSUMER, and CONSUMER will cooperate by implementing the appropriate stages of their water conservation plan and/or drought contingency plan imposing such conservation measures. Additionally, in case of a shortage of water resulting from drought, the water to be distributed shall be divided among customers in accordance with Texas Water Code, § 11.039. PROVIDER'S obligations under this Contract shall be subject to water conservation plans and drought contingency plans adopted by PROVIDER or required or approved by the Texas Commission on Environmental Quality, or any other or additional federal, state, or local regulatory CONSUMER or entity with power to require or approve water conservation and drought contingency plans.

CONSUMER shall develop and implement a water conservation plan or water conservation measures using the applicable elements of Title 30, Chapter 288, of the Texas Administration Code, and any successor regulations thereto.

#### **ARTICLE IV DEFAULTS AND REMEDIES**

##### **4.1. NOTICE OF DEFAULT**

In the event that either PROVIDER or CONSUMER should breach, fail to comply with or violate any term or provision of this Contract (a "Default") the other party shall promptly notify, with specificity as to the alleged Default, the other respective party of the Default. Except as otherwise provided by this Contract, upon receiving such notice the defaulting party shall have thirty (30) days to cure the Default. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to CONSUMER as the defaulting party, then PROVIDER may pursue any and all remedies provided by law, equity, contract or otherwise, including without limitation, declaring this Contract terminated and null and void. Unless this Contract provides otherwise, in the event said Default is not cured within the time period described above, with respect to PROVIDER as the defaulting party, then CONSUMER may, as its sole and exclusive remedy, either seek specific performance of the terms of this Contract or declare this Contract terminated and null and void.

## **ARTICLE V MUTUAL CONDITIONS**

### **5.1. FAILURE TO DELIVER**

PROVIDER does not warrant that the services and deliveries provided for in this Contract will be free from, and PROVIDER is excused from performing hereunder in the event and for the period of, an interruption or stoppage caused by maintenance, repair, substitution, renewal, replacement or improvement of any of the equipment involved in the furnishing of any such services or deliveries of water or caused by floods, drought, alterations, strikes, lockouts, shortages of equipment or material, labor controversies, accidents, or acts of God, the elements, or any other event of *force majeure* or cause beyond the reasonable control of PROVIDER. In the event of a shortage of water, or if distribution of water by PROVIDER to CONSUMER is deemed inappropriate by any regulatory agency or law, the supply of water to CONSUMER under this Contract shall be reduced or ceased as deemed necessary by PROVIDER to protect the interests of its citizens and/or to comply with all rules and regulations of any regulatory agency having jurisdiction over the operation of PROVIDER'S facilities.

### **5.2. REGULATORY AGENCIES**

This Contract is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state or federal governmental authority, having or asserting jurisdiction. However, nothing contained in this Contract shall be construed as a waiver by any party to the Contract of any right to question or contest any law, order, rule or regulation which may affect the terms and conditions of this Contract in any forum having jurisdiction, and CONSUMER and PROVIDER each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Contract in accordance with its terms. CONSUMER represents and warrants to PROVIDER that it has obtained all necessary permits and consents necessary to provide water service to the Montford Unit.

### **5.3. NO ASSIGNMENT**

All the promises, undertakings, agreements, covenants and contracts herein contained by or on behalf of either PROVIDER or CONSUMER shall bind the successors and permitted assigns of either party, whether so expressed or not; but neither PROVIDER nor CONSUMER shall have the right to assign this Contract, or any part thereof, without the written consent of the other party.

### **5.4. ENTIRETY AND AMENDMENTS**

It is expressly stipulated that PROVIDER and PROVIDER'S agents have made no representations, warranties or promises with respect to the delivery of water and all other matters contained in this Contract, except as herein expressly set forth, and this Contract supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. This Contract may only be amended by an instrument in writing executed by the duly authorized representative of the party against whom the

amendment is sought to be enforced. No rights, easements, entitlements, or licenses are acquired by CONSUMER by implication or otherwise except as expressly set forth in this Contract.

#### **5.5. WAIVER**

No failure on the part of PROVIDER at any time to require the performance by CONSUMER of any portion of this Contract shall in any way affect PROVIDER'S right to enforce such provision or any other provision. Nor shall any waiver by PROVIDER of any provision hereof be taken or held to be a waiver of any other provision hereof or any other breach hereof. No rights under this Contract may be waived except by written amendment executed and authorized by the governing bodies of the parties. No officer or agent of CONSUMER or PROVIDER is authorized to waive or modify any provision of the Contract.

#### **5.6. HEADINGS**

All headings in this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provision hereof.

#### **5.7. APPLICABLE LAW AND VENUE**

THIS CONTRACT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES HEREUNDER ARE PERFORMABLE IN LUBBOCK COUNTY, TEXAS. VENUE RELATED TO ANY MATTER BROUGHT HEREUNDER SHALL LIE SOLELY IN LUBBOCK COUNTY, TEXAS.

#### **5.8. RESPONSIBILITY**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

#### **5.9. NOTICE**

Except for notification of the possibility of curtailment or intent to curtail or cease the delivery of water, which shall be communicated in person to the unit warden or designee, by telephone to the unit warden or designee, or by email to the unit warden or designee. All communication required or allowed by this Contract shall be in writing and be given either (i) in person or by telephonic facsimile; or (ii) by depositing the notice in the United States mail, postpaid and certified, with return receipt requested, and addressed to the party to be notified. Notice, as herein provided, shall be conclusively deemed to have been provided (i) in the event of delivery in person or by telephonic facsimile, when it is actually received; or (ii) in the event of certified mail, as described above, three (3) days after the notice is deposited in the mail, certified mail, return receipt requested. For the purposes of the notice, the addresses for receipt of notice to the parties is set forth immediately below.

**CONSUMER**

Texas Department of Criminal Justice  
Contracts and Procurement Department  
Attn: Shari Moore, Contract Administrator  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Facsimile: 325-223-0310

**PROVIDER**

City of Lubbock  
ATTN: Director of Water Utilities  
P.O. Box 2000  
Lubbock, Texas 79457  
Facsimile: (806) 775-3027

Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

**5.10 AUTHORITY**

CONSUMER represents and warrants to PROVIDER that it is a correctional facility of the State of Texas and is authorized to enter into this Contract and perform each and every term and provision of this Contract, and will continue to be duly authorized to so perform during the term hereof.

**5.11. PARTIAL INVALIDITY**

In the event one or more of the provisions contained in this Contract shall be invalid, illegal or unenforceable in any respect under any law, rule or regulation, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Notwithstanding anything to the contrary herein, in the event the illegality, invalidity or lack of enforceability shall affect the CONSUMER'S obligation to construct and/or pay for all or any part of the Extension or related infrastructure or real property interests, or to pay for all or any part of the water delivered or to be delivered hereunder, PROVIDER may, at its option, immediately terminate this Contract.

**5.12. CURRENT REVENUES**

Each party paying for performance under this Contract shall make all payments from current revenues available to the paying party.

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2015.

PROVIDER:  
City of Lubbock

CONSUMER:  
Texas Department of Criminal Justice

BY:

BY:

\_\_\_\_\_  
Glen C. Robertson, Mayor

  
\_\_\_\_\_  
Jerry McGinty, Chief Financial Officer

ATTEST:

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Wood Franklin, P.E., Director of Public Works

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

APPROVED AS TO FORM:

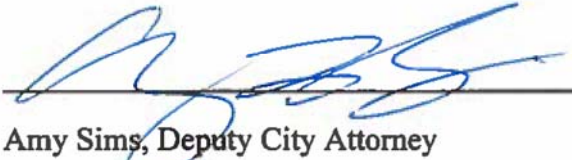
  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney



EXHIBIT A: TDCJ MONTFORD UNIT POINT OF DELIVERY  
8602 PEACH AVE





**Regular City Council Meeting**

**5. 4.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen, regarding the acquisition of right-of-way for the Northwest Water Reclamation Plant (NWRP) Project, easement being out of Section 14, Block A, Lubbock County, Texas.

**Item Summary**

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

The purchase price is \$268 plus closing cost with West Texas Title Company.

**Fiscal Impact**

\$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$268 available for this purpose.

**Staff/Board Recommending**

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

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**Attachments**

Resolution & Easement - NWRP

Budget Detail

CIP Detail

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**RESOLUTION**

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 14, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be \$267.50 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on \_\_\_\_\_

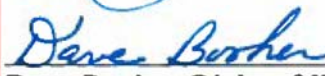
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

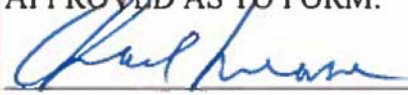
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, City Attorney

RES.Easement-Parcel 21,22  
6.8.15

**EASEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF LUBBOCK   §

KNOW ALL MEN BY THESE PRESENTS, THAT:

RICHARD B. WIESEN and wife, PATRICIA WIESEN, Grantor herein, whose mailing address is 2400 44<sup>th</sup> Street, Lubbock, Texas 79412-1541, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13<sup>th</sup> Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

**Pipelines and Equipment**

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

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

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement for the following:

- A. detouring around natural impediments within the Easement; or
- B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

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

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

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

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

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

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

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

*[ Signatures of the Parties on Next Page ]*

EXECUTED this 21<sup>st</sup> day of April, 2015 ("Effective Date").

GRANTOR:

Richard B. Wiesen

RICHARD B. WIESEN

Patricia Wiesen

PATRICIA WIESEN

GRANTEE:

The City of Lubbock

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:

Wood Frankling  
Director of Public Works

APPROVED AS TO FORM:

Ryan J. Bigbee  
Ryan J. Bigbee, Attorney

STATE OF TEXAS           §  
                                     §  
COUNTY OF LUBBOCK   §

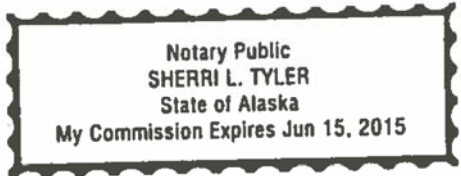
This instrument was acknowledged before me on April 21, 2015, by RICHARD B. WIESEN.



[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas  
Anita A. Corning  
\_\_\_\_\_  
Printed Name of Notary  
My commission expires: 12/14/15

STATE OF ALASKA           §  
                                     §  
COUNTY OF 1<sup>st</sup> Judicial District §

This instrument was acknowledged before me on 5.26, 2015, by PATRICIA WIESEN.



[Signature]  
\_\_\_\_\_  
Notary Public, State of ALASKA  
\_\_\_\_\_  
Printed Name of Notary  
My commission expires: 6-15-15

STATE OF TEXAS           §  
COUNTY OF LUBBOCK   §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

**Exhibit A**  
**Legal Description of the Perpetual Exclusive Easement**

**NORTHWEST WATER RECLAMATION PROJECT**  
**Parcel No. 21 - Permanent Easement**  
**PERIMETER SURVEY OF A 0.078 ACRE TRACT LOCATED IN**  
**SECTION 14, BLOCK A**  
**LUBBOCK COUNTY, TEXAS**



SCALE: 1"=50'

YELLOWHOUSE WSTA  
 LOTS 1-5  
 VOL. 10125, PG. 154

LOT 5

89.15 ACRES  
 RUSTY PATTERSON  
 VOL. 9157, PG. 59

PARCEL 19

POINT OF BEGINNING

SECTION 13, BLOCK JS  
 SECTION 14, BLOCK A

(L1) COUNTY ROAD 6300 (KENT STREET)

PARCEL 20

GRADED ROAD

PARCEL 23

30.81 ACRES  
 VETRANS LAND BOARD  
 c/o RICHARD WIESEN  
 VOL. 5070, PG. 302

2.85 ACRES  
 RICHARD WIESEN  
 VOL. 7580, PG. 73

2.46 ACRES RICHARD WIESEN  
 VOL. 7327, PG. 332

10.00 ACRES  
 RUDOLF & ADAM RAMIREZ  
 VOL. 5614, PG. 137

Line Table		
Line #	Direction	Length
L1	S88° 22' 25"E	170.00'
L2	S01° 20' 12"W	20.00'
L3	N88° 22' 25"W	170.01'
L4	N01° 20' 43"E	20.00'

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

**NOTES:**

- HEAVY LINES INDICATE PLAT LIMITS.
- ⊙ - SET 1/2" IRON ROD WITH CAP
- - FOUND 1/2" IRON ROD WITH CAP
- - FOUND 1/2" IRON ROD

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

Sheet 1 of 2

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

Surveyed on the ground.  
 November 12, 2014

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



**HR HUGO REED AND ASSOCIATES, INC.**

LAND SURVEYORS 1801 AVENUE N  
 CIVIL ENGINEERS LUBBOCK, TEXAS 79401  
 TEXAS LICENSED SURVEYING FIRM 100678-00 PHONE: 806 / 763-5642  
 TEXAS REGISTERED ENGINEERING FIRM F-780 FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 21 - Permanent Easement  
PERIMETER SURVEY OF A 0.078 ACRE TRACT LOCATED IN  
**SECTION 14, BLOCK A**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.078 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 2.85 acre tract described in Volume 7580, Page 73, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at the 1/2" iron rod with cap found in the North line of said Section 14, Block A, and in the South line of Section 13, Block JS, Lubbock County, Texas, and in the South line of a 89.15 acre tract described in Volume 9157, Page 59, OPRLCT, and at the Northeast corner of a 30.81 acre tract described in Volume 5070, Page 302, Real Property Records, Lubbock County, Texas (RPRLCT), and at the Northwest corner of said 2.85 acre tract, which bears S. 88°22'25" E. a distance of 1214.32 feet from a 3/4" iron pipe found at the Northwest corner of said Section 14, Block A, for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. along the common line of said Section 14, Block A, and said Section 13, Block JS, and along the South line of said 89.15 acre tract and along the North line of said 2.85 acre tract a distance of 170.00 feet to a 1/2" iron rod with cap set at the Northwest corner of a 2.46 acre tract described in Volume 7327, Page 332, RPRLCT, and at the Northeast corner of said 2.85 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°20'12" W. along the common line of said 2.85 acre tract and said 2.46 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set, for the Southeast corner of this parcel;


THENCE N. 88°22'25" W. a distance of 170.01 feet to a 1/2" iron rod with cap set in the West line of said 2.85 acre tract and in the East line of said 30.81 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°20'43" E. along the common line of said 2.85 acre tract and said 30.81 acre tract a distance of 20.00 feet to the Point of Beginning.

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

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

Surveyed on the ground  
November 12, 2014

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



Sheet 2 of 2

**HR HUGO REED**  
AND ASSOCIATES, INC.  
LAND SURVEYORS 1601 AVENUE N  
CIVIL ENGINEERS LUBBOCK, TEXAS 79401  
TEXAS LICENSED SURVEYING FIRM 100678-00 PHONE: 806 / 763-5642  
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

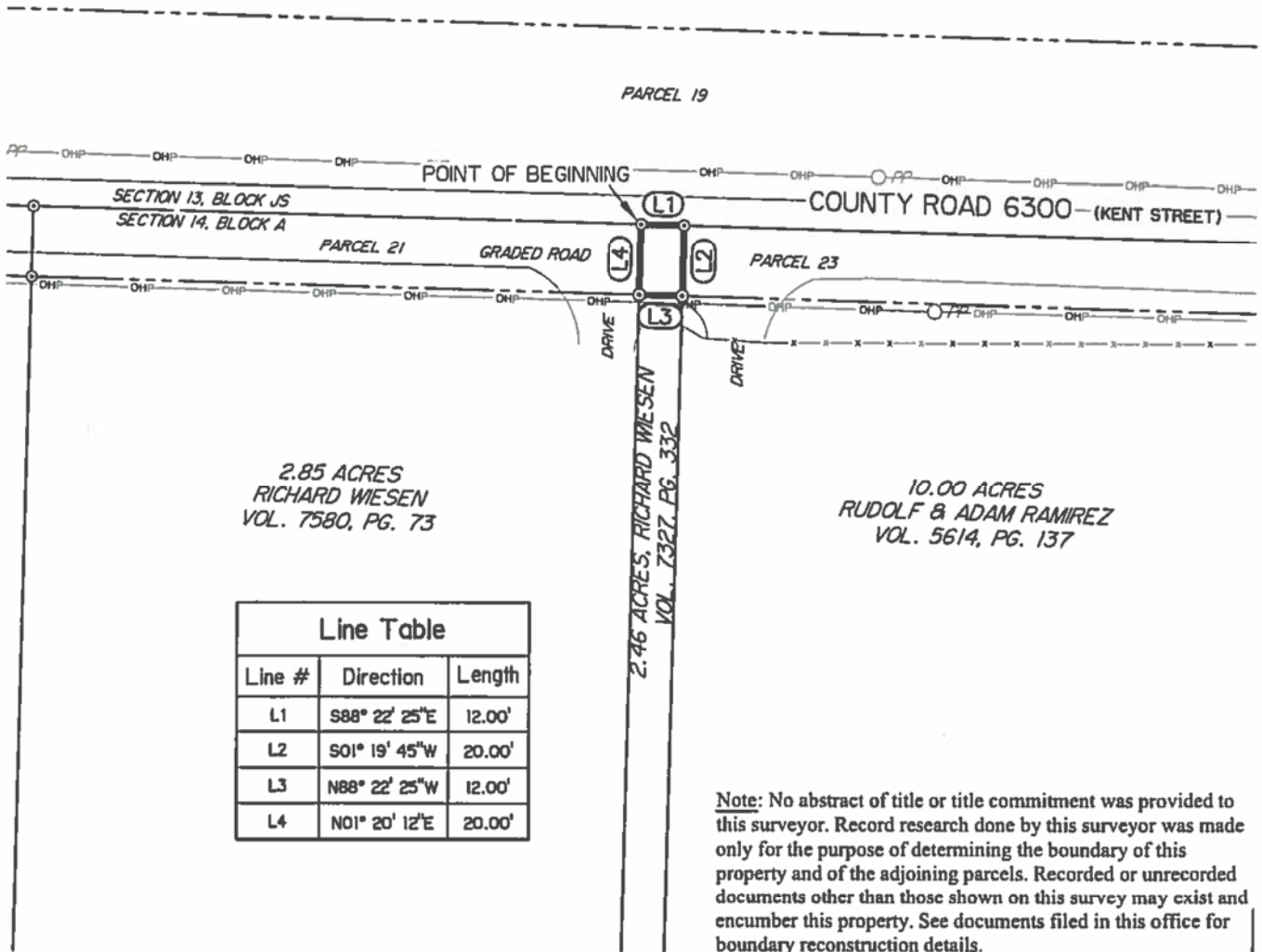
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for GF # and any other identifiers as indicated in the certificate shown hereon.



SCALE : 1"=50'

NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 22 - Permanent Easement  
PERIMETER SURVEY OF A 0.0055 ACRE TRACT LOCATED IN  
**SECTION 14, BLOCK A**  
LUBBOCK COUNTY, TEXAS

89.15 ACRES  
RUSTY PATTERSON  
VOL. 9157, PG. 59



2.85 ACRES  
RICHARD WIESEN  
VOL. 7580, PG. 73

10.00 ACRES  
RUDOLF & ADAM RAMIREZ  
VOL. 5614, PG. 137

Line Table		
Line #	Direction	Length
L1	S88° 22' 25"E	12.00'
L2	S01° 19' 45"W	20.00'
L3	N88° 22' 25"W	12.00'
L4	N01° 20' 12"E	20.00'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property. See documents filed in this office for boundary reconstruction details.

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

NOTES:  
HEAVY LINES INDICATE PLAT LIMITS.  
⊙ - SET 1/2" IRON ROD WITH CAP

Surveyed on the ground.  
November 12, 2014

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

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



Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
 LAND SURVEYORS 1601 AVENUE N  
 CIVIL ENGINEERS LUBBOCK, TEXAS 79401  
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 783-5842  
 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 783-3891

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 22 - Permanent Easement  
PERIMETER SURVEY OF A 0.0055 ACRE TRACT LOCATED IN  
**SECTION 14, BLOCK A**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.0055 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 2.46 acre tract described in Volume 7327, Page 332, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at the 1/2" iron rod with cap found in the North line of said Section 14, Block A, and in the South line of Section 13, Block JS, Lubbock County, Texas, and in the South line of a 89.15 acre tract described in Volume 9157, Page 59, Official Public Records, Lubbock County, Texas (OPRLCT), and at the Northeast corner of a 2.85 acre tract described in Volume 7580, Page 73, OPRLCT, and at the Northwest corner of said 2.46 acre tract, which bears S. 88°22'25" E. a distance of 1384.32 feet from a 3/4" iron pipe found at the Northwest corner of said Section 14, Block A, for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. along the common line of said Section 14, Block A, and said Section 13, Block JS, and along the South line of said 89.15 acre tract and along the North Line of said 2.46 acre tract a distance of 12.00 feet to a 1/2" iron rod with cap set at the Northeast corner of said 2.46 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°19'45" W. along the East line of said 2.46 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. a distance of 12.00 feet to a 1/2" iron rod with cap set in the West line of said 2.46 acre tract and in the East line of said 2.85 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°20'12" E. along the common line of said 2.85 acre tract and said 2.46 acre tract a distance of 20.00 feet to the Point of Beginning.

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

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

Surveyed on the ground  
November 12, 2014

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



Sheet 2 of 2

<b>HR HUGO REED</b> AND ASSOCIATES, INC.	
LAND SURVEYORS	1601 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 763-5842
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

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**City of Lubbock  
Capital Project  
Project Cost Detail  
June 25, 2015**

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

	<b>Budget</b>
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	70,529
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	100,805
Land Acquisition	1,166,743
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item June 25, 2015</i>	
Richard B. Wiesen & Wife	268
Royalties Unlimited, Inc.	24,418
<b><i>Encumbered/Expended To Date</i></b>	<b>71,092,183</b>
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,707,817
<b><i>Remaining Appropriation</i></b>	<b>4,707,817</b>
 <b>Total Appropriation to Date</b>	 <b>\$ 75,800,000</b>





**Regular City Council Meeting**

**5. 5.**

**Meeting Date:** 06/25/2015

---

**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Royalties Unlimited, Inc., a Texas Corporation and The Paul L. Payne, Jr. Estate Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas

**Item Summary**

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

The purchase price is \$24,418 plus closing cost with West Texas Title Company

**Fiscal Impact**

\$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with \$24,418 available for this purpose.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution & Easement - Payne Trust

Budget Detail

CIP Detail

---

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 18, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be \$24,417.56 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on \_\_\_\_\_.


\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
E. Wood Franklin, P.E., Director of Public Works

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, City Attorney

RES.Easement-Parcel 8, 8A  
6.9.15

**EASEMENT**

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

ROYALTIES UNLIMITED, INC., a Texas Corporation, whose mailing address is Post Office Box 1117, Lubbock, Texas 79408-1117 and THE PAUL L. PAYNE, JR. ESTATE TRUST, a testamentary trust created under the LAST WILL AND TESTAMENT of PAUL L. PAYNE, JR., Deceased, Cause No. 8708, Probate Court, Gillespie County, Texas, with street address of 1853 Pedernales Estates Road, Fredericksburg, Texas 78624, hereinafter collectively referred to as GRANTOR, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13<sup>th</sup> Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

**Pipelines and Equipment**

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

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

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

- A. detouring around natural impediments within the Easement; or
- B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

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

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

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

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

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

23. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

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

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[ Signatures of the Parties on Next Page ]

EXECUTED this 21<sup>st</sup> day of May, 2015 ("Effective Date").

GRANTOR: ROYALTIES UNLIMITED, INC., a Texas Corporation

Bradley H. Payne  
Bradley H. Payne, President

THE PAUL L. PAYNE, JR. ESTATE TRUST

Jean G. Payne  
Jean G. Payne, Co-Trustee

Angela P. Hoermann  
Angela P. Hoermann, Co-Trustee

GRANTEE:

The City of Lubbock

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wood Franklin  
Wood Franklin  
Director of Public Utilities

APPROVED AS TO FORM:

Ryan J. Bigbee  
Ryan J. Bigbee, Attorney

[Acknowledgements of the Parties on Next Page]

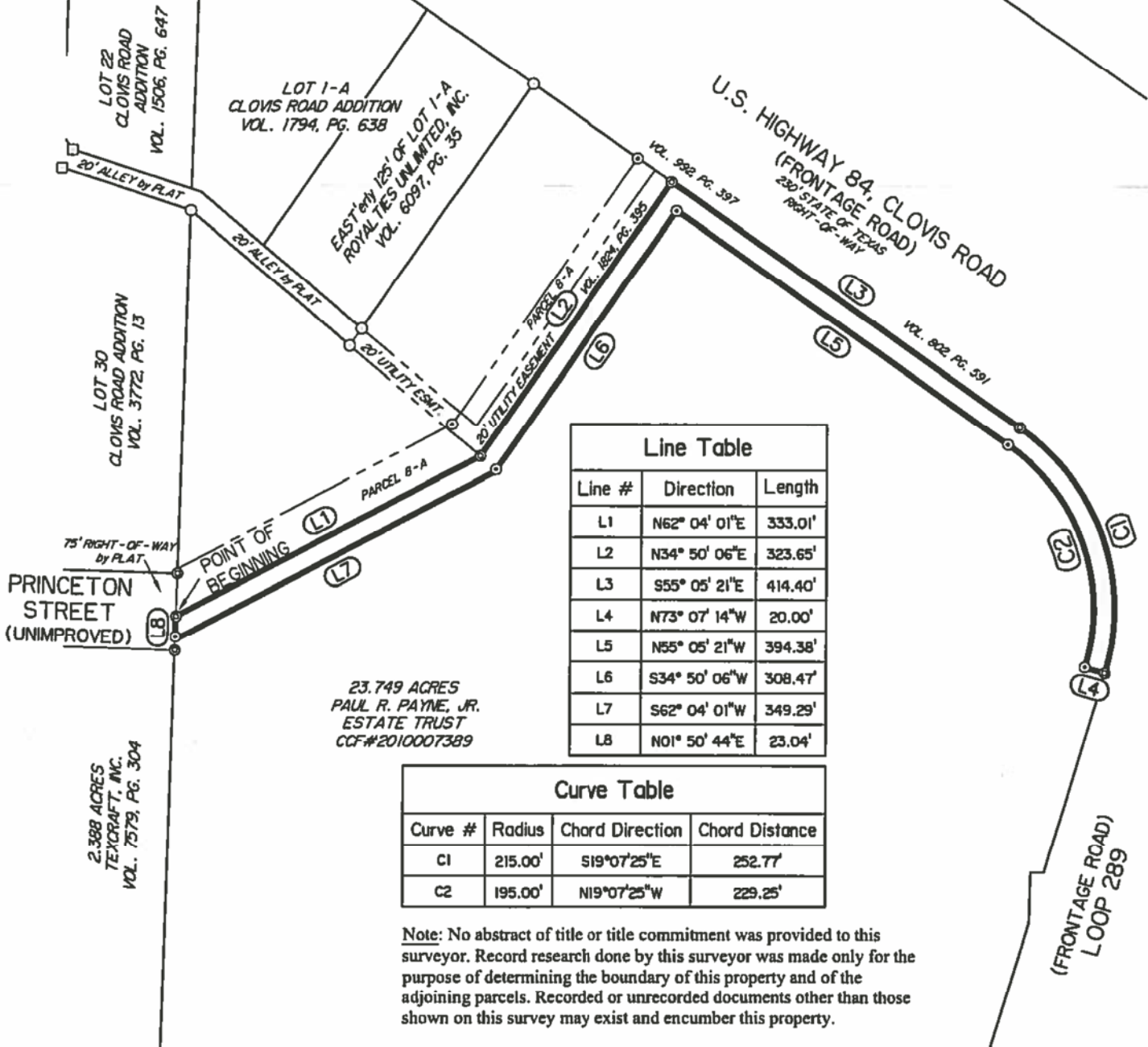


**Exhibit A**  
**Legal Description of the Perpetual Exclusive Easement**

NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 8 - Permanent Easement  
PERIMETER SURVEY OF A 0.606 ACRE TRACT LOCATED IN  
**SECTION 18, BLOCK A**  
LUBBOCK COUNTY, TEXAS



SCALE: 1"=150'



Line #	Direction	Length
L1	N62° 04' 01"E	333.01'
L2	N34° 50' 06"E	323.65'
L3	S55° 05' 21"E	414.40'
L4	N73° 07' 14"W	20.00'
L5	N55° 05' 21"W	394.38'
L6	S34° 50' 06"W	308.47'
L7	S62° 04' 01"W	349.29'
L8	N01° 50' 44"E	23.04'

Curve #	Radius	Chord Direction	Chord Distance
C1	215.00'	S19°07'25"E	252.77'
C2	195.00'	N19°07'25"W	229.25'

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

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

Surveyed on the ground.  
March 20, 2015  
*John E. Allen*  
John E. Allen  
Registered Professional  
Land Surveyor No. 5895  
State of Texas



- NOTES:
- HEAVY LINES INDICATE PLAT LIMITS.
  - - SET 1/2" IRON ROD WITH CAP
  - - FOUND 1/2" IRON ROD WITH CAP
  - - FOUND 3/8" IRON ROD
  - - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey. Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
LAND SURVEYORS  
CIVIL ENGINEERS  
1601 AVENUE N  
LUBBOCK, TEXAS 79401  
PHONE: 808 / 763-5842  
FAX: 808 / 763-3891  
TEXAS LICENSED SURVEYING FIRM 100670-00  
TEXAS REGISTERED ENGINEERING FIRM F-780

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NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 8 - Permanent Easement  
PERIMETER SURVEY OF A 0.606 ACRE TRACT LOCATED IN  
**SECTION 18, BLOCK A**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.606 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 23.749 acre tract described in County Clerk File Number 2010007389, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the East line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 3772, Page 13, Real Property Records, Lubbock County, Texas, and in the West line of said 23.749 acre tract, which bears N. 01°50'44" E. a distance of 33.32 feet from a 1/2" iron rod with cap found at the Southeast corner of said Princeton Street, and also bears S. 01°41'40" W. a distance of 1630.99 feet and S. 88°18'20" E. a distance of 2541.98 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the most Westerly Northwest corner of this parcel;

THENCE N. 62°04'01" E. a distance of 333.01 feet to a 1/2" iron rod with cap found at the most Southerly corner of a 20.00 foot utility easement described in Volume 1824, Page 395, Deed Records, Lubbock County, Texas, for a corner of this parcel;

THENCE N. 34°50'06" E. along the East line of said 20.00 foot utility easement a distance of 323.65 feet to a 1/2" iron rod with cap found at the Northeast corner of said 20.00 foot utility easement and in the Northeast line of said 23.749 acre tract and in the Southwest line of U.S. Highway 84 (Clovis Road) described in Volume 992, Page 397, Deed Records, Lubbock County, Texas, for the most Northerly Northwest corner of this parcel;

THENCE S. 55°05'21" E. along the Northeast line of said 23.749 acre tract and along said Southwest line of U.S. Highway 84 a distance of 414.40 feet to a 1/2" iron rod with cap found at a point of intersection as described in the Judgement recorded in Volume 802, Page 591, Deed Records, Lubbock County, Texas, for a corner of this parcel;

THENCE Southeasterly along the common line of said 23.749 acre tract and said U.S. Highway 84, around a curve to the right, having a radius of 215.00 feet, a chord bearing S. 19°07'25" E. and a chord distance of 252.77 feet to a 1/2" iron rod with cap found at a point of intersection, for the Southeast corner of this parcel;

THENCE N. 73°07'14" W. a distance of 20.00 feet to a 1/2" iron rod with cap set at a point of intersection, for a corner of this parcel;

THENCE Northwesterly and parallel with the common line of said 23.749 acre tract and said U.S. Highway 84, along a curve to the left, having a radius of 195.00 feet, a chord bearing N. 19°07'25" W. and a chord distance of 229.25 feet to a 1/2" iron rod with cap set at a point of intersection, for a corner of this parcel;

THENCE N. 55°05'21" W. a distance of 394.38 feet to a 1/2" iron rod with cap set for an 'ell' corner of this parcel;

THENCE S. 34°50'06" W. a distance of 308.47 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 62°04'01" W. a distance of 349.29 feet to a 1/2" iron rod with cap set in the West line of said 23.749 acre tract and in the East line of said Princeton Street for the Southwest corner of this parcel;

THENCE N. 01°50'44" E. along the West line of said 23.749 acre tract and along the East line of said Princeton Street, a distance of 23.04 feet to the Point of Beginning.

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

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

Surveyed on the ground  
March 20, 2015

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



Sheet 2 of 2

<b>HR HUGO REED</b> AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1601 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00	PHONE: 808 / 763-5842
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 808 / 763-3891

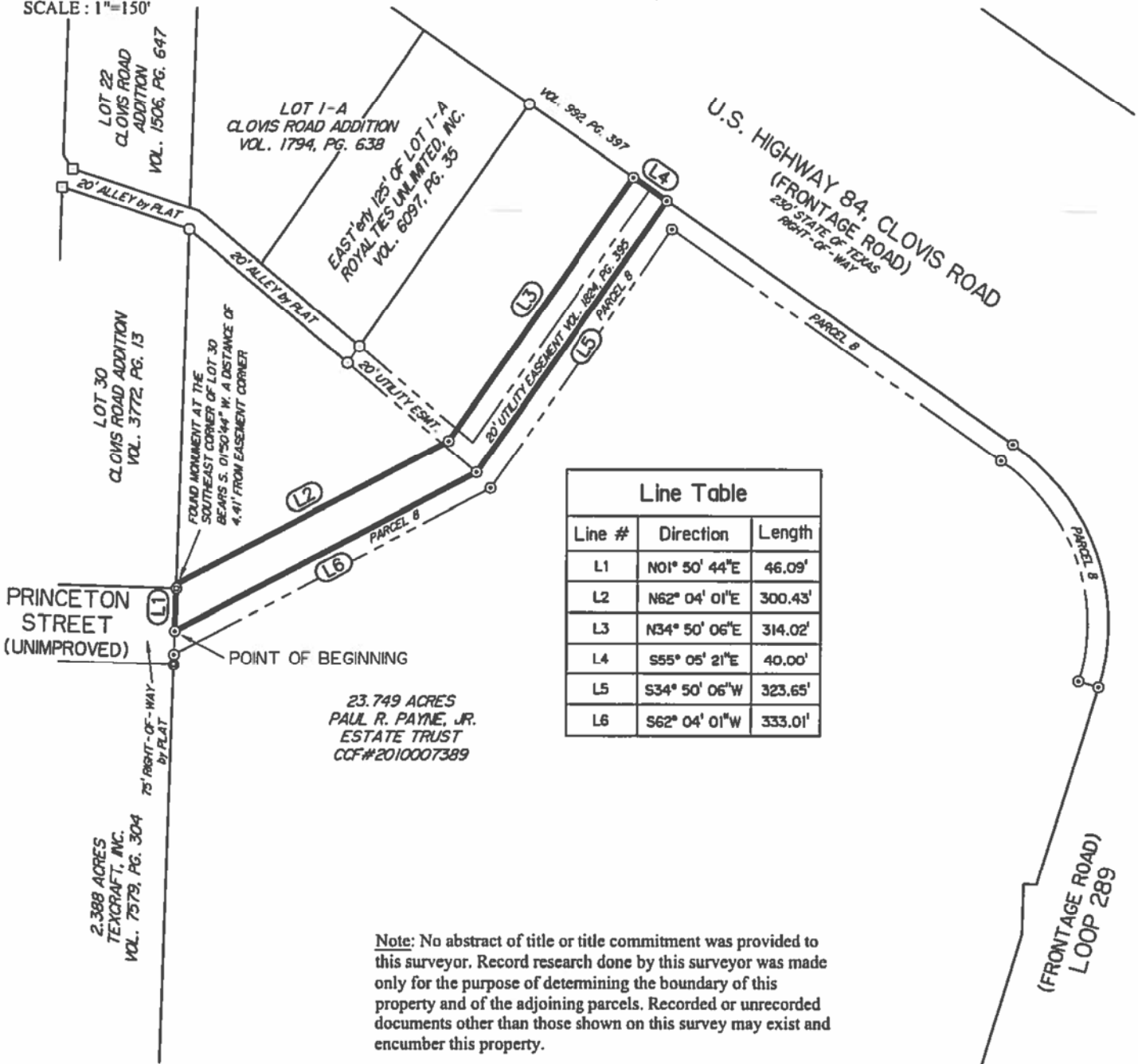
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**Exhibit B**  
**Legal Description of the Temporary Easement**

NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 8-A - Temporary Easement  
PERIMETER SURVEY OF A 0.584 ACRE TRACT LOCATED IN  
**SECTION 18, BLOCK A**  
LUBBOCK COUNTY, TEXAS



SCALE: 1"=150'



Line Table		
Line #	Direction	Length
L1	N01° 50' 44"E	46.09'
L2	N62° 04' 01"E	300.43'
L3	N34° 50' 06"E	314.02'
L4	S55° 05' 21"E	40.00'
L5	S34° 50' 06"W	323.65'
L6	S62° 04' 01"W	333.01'

23.749 ACRES  
PAUL R. PAYNE, JR.  
ESTATE TRUST  
CCF#2010007389

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

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

Surveyed on the ground.  
April 4, 2014  
*John E. Allen*  
John E. Allen  
Registered Professional  
Land Surveyor No. 5895  
State of Texas



- NOTES:**
- HEAVY LINES INDICATE PLAT LIMITS.
  - ⊙ - SET 1/2" IRON ROD WITH CAP
  - ⊗ - FOUND 1/2" IRON ROD WITH CAP
  - - FOUND 3/8" IRON ROD
  - - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey. Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
LAND SURVEYORS  
CIVIL ENGINEERS  
TEXAS LICENSED SURVEYING FIRM 100678-00  
TEXAS REGISTERED ENGINEERING FIRM F-780

1801 AVENUE N  
LUBBOCK, TEXAS 79401  
PHONE: 806 / 783-5642  
FAX: 806 / 783-3891

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NORTHWEST WATER RECLAMATION PROJECT  
Parcel No. 8-A - Temporary Easement  
PERIMETER SURVEY OF A 0.584 ACRE TRACT LOCATED IN  
**SECTION 18, BLOCK A**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.584 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 23.749 acre tract described in County Clerk File Number 2010007389, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 3772, Page 13, Real Property Records, Lubbock County, Texas, and in the West line of said 23.749 acre tract, which bears N. 01°50'44" E. a distance of 33.32 feet from a 1/2" iron rod with cap found at the Southeast corner of said Princeton Street, and also bears S. 01°41'40" W. a distance of 1630.99 feet and S. 88°18'20" E. a distance of 2541.98 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the most Westerly Northwest corner of this parcel;

THENCE N. 01°50'44" E. along the West line of said 23.749 acre tract and along the East line of said Princeton Street, at 41.68 feet pass a 1/2" iron rod with cap found at the Northeast corner of said Princeton Street and the Southeast corner of Lot 30, Clovis Road Addition, to the City of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 3772, Page 13, Real Property Records, Lubbock County, Texas, continuing for a total distance of 46.09 feet to a point for the Northwest corner of this parcel;

THENCE N. 62°04'01" E. at 294.04 feet pass the South line of a 20.00 foot utility easement described in Volume 1824, Page 395, Deed Records, Lubbock County, Texas, continuing for a total of 300.43 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 34°50'06" E. at 14.13 feet pass the North line of said 20.00 foot utility easement, continuing for a total distance of 314.02 feet to a 1/2" iron rod with cap set in the North line of said 23.749 acre tract and in the Southwest line of U.S. Highway 84 (Clovis Road) described in Volume 992, Page 397, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 55°05'21" E. along the Northeast line of said 23.749 acre tract and along said Southwest line of U.S. Highway 84, at 20.00 feet pass the Northwest corner of said 20.00 foot utility easement, continuing for a total distance of 40.00 feet to a 1/2" iron rod with cap set at the Northeast corner of said 20.00 foot utility easement, for the Northeast corner of this parcel;


THENCE S. 34°50'06" W. along the East line of said 20.00 foot utility easement a distance of 323.65 feet to a 1/2" iron rod with cap set at the most Southerly corner of said 20.00 foot utility easement, for a corner of this parcel;

THENCE S. 62°04'01" W. a distance of 333.01 feet to the Point of Beginning.

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

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

Surveyed on the ground  
April 4, 2014

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



Sheet 2 of 2

<b>HR</b>	<b>HUGO REED</b>
	AND ASSOCIATES, INC.
LAND SURVEYORS	1601 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100575-00	PHONE: 806 / 783-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 783-3891

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**City of Lubbock  
Capital Project  
Project Cost Detail  
June 25, 2015**

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

	<b>Budget</b>
<i>Encumbered/Expended</i>	
Feasibility Study - APAI	\$ 1,603,816
Surveying for Land Acquisition - Hugo Reed	6,152
Bid Cost	14,127
BNSF Railroad	5,500
Appraisal	16,128
Flow metering	17,850
Staff time	70,529
Professional Services Contract for Final Design - APAI	8,841,689
Easement Acquisition	100,805
Land Acquisition	1,166,743
Construction Contract for NWWRP Potable Water Pipeline	1,245,847
Construction Contract for NWWRP, Eagle Contracting	53,685,000
Construction Phase Services Contract with Alan Plummer	4,293,311
 <i>Agenda Item June 25, 2015</i>	
Richard B. Wiesen & Wife	268
Royalties Unlimited, Inc.	24,418
<b><i>Encumbered/Expended To Date</i></b>	<b>71,092,183</b>
 <i>Estimated Cost for Remaining Appropriation</i>	
Construction	4,707,817
<b><i>Remaining Appropriation</i></b>	<b>4,707,817</b>
 <b>Total Appropriation to Date</b>	 <b>\$ 75,800,000</b>

Managing Department Public Works Engineering

Project Manager Wood Franklin

Project Classification New Facility

Project Status Approved



Project Scope

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

Project Justification

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

Project History

\$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-00108, December 2, 2009.

\$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

\$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

Reduced by \$700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-00009, February 14, 2013.

\$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

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

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



**Regular City Council Meeting**

**5. 6.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Human Resources:** Consider a resolution authorizing the Mayor to execute an agreement with Sagebrush Solutions for medical, dental, and prescription plans claim audits.

**Item Summary**

Proposals were solicited for the purpose of selecting a qualified firm to audit the City's medical, dental, and prescription claims. The purpose of the audit is to determine the following:

**Medical Claims Processing and Payments**

Thorough analysis of paid medical claims data received from the third party administrator (TPA) for the 2012, 2013, and 2014 plan years:

1. Determine whether any claimants met the requirement to apply for stop loss insurance during the audit period.
2. Identify potential duplicate payments, including claims for the same services with different procedure codes.
3. Perform an analysis of procedure codes, taking into consideration all elements that affect pricing (provider type, point of service, diagnosis, secondary diagnosis, etc.) and identify questionable variances. Report variances to the Human Resources Health Benefits staff and assist in determining cause and recommending possible steps for resolution.
4. For all plan years, review performance standards included in the contract between Blue Cross Blue Shield (BCBS) and The City and determine whether the stated benchmarks were met.
5. For all plan years, review cumulative claims data and determine whether annual network provider discount targets included in the contract between BCBS and the City were met.
6. Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.
7. For all plan years, review claims data and determine that claims were paid in accordance with the City's desire to remain grandfathered.

For a sample of medical claims, perform a detailed line item review of provider billings to include the following tests:

- Verify the provider status on the date of service as being In Network or Out of Network.
- Re-adjudicate the claims sampled as appropriate. Tests should include a review of pricing, verifying that procedure codes on the date of service were for benefits covered under the plan, look for potential upcoding or unbundling, inappropriate Correct Coding Initiative (CCI) edits and Outpatient Code Editor (OCE) edits, mutually

exclusive codes, sex inappropriate procedure codes, excessive billed quantities, etc. Review contracts as necessary.

- Verify that sufficient documentation was provided to support the claim payment and an adequate review was performed, taking into consideration the claim dollar amount.
- Determine whether the proper application of deductibles and/or timely coordination of benefits and subrogation took place (integration with Medicare, third party liability, duplicate coverage, and workers' compensation), including retirees and active employees over the age of 65. For identified claims, where it is applicable, determine if funds were received and applied to the City or were deducted from the bill accurately.
- For all plan years, determine whether claims were submitted by the provider and paid by BCBS in accordance with performance contract standards for health benefits terms, including timeliness, financial accuracy, and procedural accuracy.
- Provide sufficient evidence such as copies of billing errors, coding errors, etc. to substantiate any errors.

### Dental Claims Processing and Payments

Thorough analysis of paid dental claims data received from the TPA for the 2012, 2013, and 2014 plan years:

1. Identify potential duplicate payments.
2. Determine whether any claimant's annual/lifetime maximums were reached and whether the appropriate action was taken.
3. Identify potential duplicate payments, including claims for the same services with different procedure codes.
4. Provide sufficient evidence to substantiate any errors.

For a sample of dental claims, perform the following additional tests:

- Determine whether dental claims were paid according to the agreed upon discount arrangements and reimbursement rates and assigned to the appropriate tier for payment.
- Re-adjudicate the claims sampled as appropriate. Tests should include a review of pricing, verifying that procedure codes on the date of service were for benefits covered under the plan, look for potential excessive billed quantities, etc. Review contracts as necessary.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.

### Pharmaceutical Claims Processing and Payments

Thorough analysis of paid pharmaceutical claims data received from the TPA for the 2014 plan year:

1. Identify potential duplicate payments.
2. For the plan year, ensure rebates were credited according to contract terms.
3. Provide sufficient evidence to substantiate any errors.

For a sample of pharmaceutical claims, perform these additional tests:

- Determine whether pharmaceutical claims were paid according to the agreed upon discount arrangements and reimbursement rates and assigned to the appropriate tier for payment.

- Determine calculation accuracy including ingredient costs and dispensing fees.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.

Responses to the RFP were ranked as follows:

- Sagebrush Solutions – 1,367.5 points
- Milliman, Inc. – 1,222.5 points
- J. Graham, Inc. – 1135 points

**Fiscal Impact**

The cost of audit services is \$77,000 plus travel expenses not to exceed \$5,000. All charges for the audit will be funded through the Self-Insurance Health Fund.

**Staff/Board Recommending**

Quincy White, Deputy City Manager

---

**Attachments**

Resolution - Sagebrush Solutions

Sagebrush Solutions

---

**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 Service Agreement to provide Self-Insured Health Care Claims Auding Services, by and between the City of Lubbock and Sagebrush Solutions, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

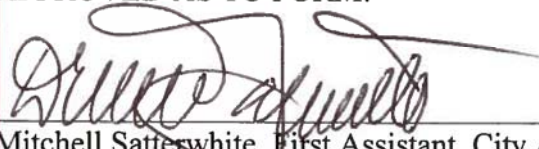
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leisa Hutcheson  
Director Human Resources and Risk Management

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

RES.Service Agrmnt-Sagebrush Solutions & COL  
5.19.2015

CITY OF LUBBOCK, TX  
Sagebrush Solutions  
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2015, ("Effective Date") by and between Sagebrush Solutions, (the Contractor), and the City of Lubbock (the "City").

**RECITALS**

WHEREAS, the City has issued a Request for Proposals RFP 15-12307-MA for, Self-Insured Health Care Claims Auditing Services.

WHEREAS, the proposal submitted by Sagebrush Solutions 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 Self-Insured Health Care Claims Auditing Services, upon terms and conditions maintained in this Agreement; and

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

City and the 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
4. Exhibit C – Professional Fees
5. Exhibit D – Business Associate Agreement (BAA)

**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 hereto.

**Article 1 Services**

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit C, to Contractor for performing services.
- 1.2 Contractor shall use reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the

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

- 1.3 The City agrees and understands that Contractor does not hold and will not obtain Cyber Liability insurance as otherwise required by Section 1. B. of Exhibit A. In lieu of obtaining such Cyber Liability insurance, Contractor shall be responsible for any and all liabilities that shall accrue in the event that any personal information obtained by Contractor pursuant to this agreement is accessed by any unauthorized parties. Such liabilities shall include, but not be limited to, providing any and all required notices required by law to affected parties by the access of any personal information by unauthorized parties. Personal information shall include, but not be limited to, names, dates of birth, social security numbers, health care ID numbers, home addresses, email addresses, and personal health information.

FURTHER, CONTRACTOR SHALL INDEMNIFY AND HOLD THE CITY HARMLESS TO THE FULLEST EXTENT PROVIDED BY LAW, THE CITY, AND THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACCESSING OF ANY PERSONAL INFORMATION OBTAINED BY CONTRACTOR BY VIRTUE OF THIS AGREEMENT BY ANY UNAUTHORIZED PARTIES, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACCESSING OF SUCH PERSONAL INFORMATION BY UNAUTHORIZED PARTIES BY VIRTUE OF THE ACT OR OMISSION OF THIRD PARTIES AND/OR CAUSED OR CONTRIBUTED TO THE NEGLIGENCE OR FAULT OF ANY KIND, TYPE, OR DEGREE OF CITY, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS.

CONTRACTOR FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS ON ACCOUNT OF ANY CLAIM ARISING FROM THE ACCESSING OF SUCH PERSONAL INFORMATION BY UNAUTHORIZED PARTIES, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, OCCURRING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION,

CONTRACTOR SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, REASONABLE AND NECESSARY ATTORNEY'S FEES INCURRED BY SUCH PARTIES IN ENFORCING CONTRACTOR'S INDEMNITY IN THIS SECTION.

**Article 2      Miscellaneous.**

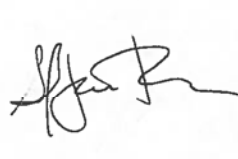
- 2.1      This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2      This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3      This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4      This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5      In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6      The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7      This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8      All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9      At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

CITY OF LUBBOCK, TX:

CONTRACTOR:



\_\_\_\_\_  
Glen C. Robertson, Mayor

\_\_\_\_\_  
Sally Reaves  
Sagebrush Solutions


ATTEST:

\_\_\_\_\_  
COO

\_\_\_\_\_  
Rebecca Garza, City Secretary

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leisa Hutcheson, Director Human Resources  
and Risk Management

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, First Assistant City Attorney

## GENERAL REQUIREMENTS

### 1. INTENT

The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide **Self-Insured Health Care Auditing Services**.

### 2. PROJECT DESCRIPTION

#### Background

The City provides health and dental benefits to all active employees, pre-65 retirees and post-65 retirees. Eligible dependents may be covered as well. Blue Cross Blue Shield of Texas (BCBS) provided the Administrative Services Only (ASO) for medical and dental coverage for plan years 2012, 2013 and 2014. BCBS provided one PPO plan with Blue Choice to the subscribers and dependents. Beginning 2014, BCBS began providing pharmacy benefit services through Prime Therapeutics. HM Life provided stop loss insurance for 2012 and 2013 plan years. Stop Loss coverage for calendar 2014 was through Blue Cross Blue Shield of Texas.

The plan is financed on a self-funded basis where weekly medical, dental, and pharmaceutical claims for the City plan are paid. In addition, The City has maintained individual stop-loss insurance to mitigate risk when claims reach over \$350,000 for all plan years referenced above. Standard medical ASO fees and stop loss insurance premiums are invoiced and paid on a monthly basis.

### 3. PURPOSE OF THE PROJECT

The City believes its medical and prescription coverage through BCBS and Prime Therapeutics, respectively, is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the ACA). It is the intent of the City to verify that the BCBS has been administering the City of Lubbock Health Benefit Plan in accordance with the terms of the contracts in place at the time of claim adjudication.

All data files necessary for testing will be requested from BCBS by the Proposer. Additionally, eligibility verification for the claim population will be confirmed by the City. Provided below is a list of areas that will be expected to be covered in the audit. Due to the period being audited and the changes in contracts, please provide the recommended sample technique and size. **The Proposer may recommend additional testing areas as appropriate.**

### 4. SCOPE OF WORK

Services requested in this RFP include, but are not limited to, reviews of the following:

#### *Medical Claims Processing and Payments*

Through analysis of paid medical claims data received from the TPA for the 2012, 2013 and 2014 plan years:

- Determine whether any claimants met the requirements to apply for stop loss insurance during the audit period.
- Identify potential duplicate payments, including claims for same services with different procedure codes
- Perform an analysis of procedure codes taking into consideration all elements that affect pricing (provider type, point of service, diagnosis, secondary diagnosis, etc.) and identify questionable variances. Report variances to the Human Resources staff and assist in determining cause and recommending possible steps for resolution.
- For all plan years, review performance standards included in the contract between BCBS and the City and determine whether the stated benchmarks were met.
- For all plan years, review cumulative claims data and determine whether annual network provider discount targets included in the contract between BCBS and the City were met.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.
- For all plan years, review claims data and determine that claims were paid in accordance with the City's desire to remain grandfathered.

For a sample of medical claims, perform **a detailed line item review** of provider billings to include the following tests:

- Verify the provider status on the date of service as being In Network or Out of Network.
- Re-adjudicate the claims sampled as appropriate. Tests should include a review of pricing, verifying that procedure codes on the date of service were for benefits covered under the plan, look for potential upcoding or unbundling, in appropriate CCI edits and OCE edits, mutually exclusive codes, sex inappropriate codes, excessive billed quantities, etc. Review contracts as necessary.
- Verify that sufficient documentation was provided to support the claim payment and an adequate review was performed, taking into consideration the claim dollar amount.
- Determine whether the proper application of deductibles and/or timely coordination of benefits and subrogation took place (integration with Medicare, third party liability, duplicate coverage, and worker's compensation), including retiree and active employees over the age of 65. For identified claims, where it is applicable, determine if funds were received and applied to the City or were deducted from the bill accurately.
- For all plan years, determine whether claims were submitted by the provider and paid by BCBS in accordance with performance contract standards for health benefit terms, including timeliness, financial accuracy, and procedural accuracy.
- Provide sufficient evidence such as copies of billing errors, coding errors, etc. to substantiate any errors.

### **Dental Claims Processing and Payments**

Through analysis of paid dental claims data received from the TPA for the 2012, 2013 and 2014 plan years:

- Identify potential duplicate payments.
- Determine whether any claimant's annual/lifetime maximums were reached and whether the appropriate action was taken.
- Identify potential duplicate payments, including claims for the same services with different procedure codes.
- Provide sufficient evidence to substantiate any errors.

For a sample of dental claims, perform these additional tests:

- Determine whether dental claims were paid according to the agreed upon discount arrangements and reimbursement rates and assigned to the appropriate tier for payment.
- Re-adjudicate the claims sampled as appropriate. Tests should include a review of pricing, verifying that procedure codes on the date of service were for benefits covered under the plan, look for potential excessive billed quantities, etc. Review contracts as necessary.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.

### *Pharmaceutical Claims Processing and Payments*

Through analysis of paid pharmaceutical claims data received from the TPA for the 2014 plan year:

- Identify potential duplicate payments.
- For all plan years, ensure rebates were credited according to contract terms.
- Provide sufficient evidence to substantiate any errors.

For a sample of pharmaceutical claims, perform these additional tests:

- Determine whether pharmaceutical claims were paid according to the agreed upon discount arrangements and reimbursement rates and assigned to the appropriate tier for payment.
- Determine calculation accuracy including ingredient costs and dispensing fees.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.

When fieldwork is complete, review the results with BCBS and Prime Therapeutics, then meet with the City to present the results of the audit and assist with securing any corrective action necessary.

### *Communication and Collaboration with City Human Resources Staff*

City Human Resources staff may accompany the winning Proposer to the audit site. The Human Resources staff will expect progress reports throughout the engagement and, at the discretion of Human Resources, some of the progress report information will be requested in writing. These reports will include details of issues to date. Also, it is expected that the Human Resources staff may consult with the Proposer's staff as the need arises and after the audit has been performed. The selected Proposer will be requested to provide a copy of all electronic data obtained during the course of the audit in a delimited text file (including the table definition that describes the data elements), as legally permitted per BCBS and Prime Therapeutics contracts.

### Deliverables

A final report will be presented to the City which should include, although not be limited to, the following:

- A projection of the range of the total dollar population of claims paid for the audit period determined statistically from the sampling results and the sampling criteria for each calendar year audited.
- A projection of total errors in the population based on the sampling results (by plan year), including the methodology used for the projection.
- A schedule of known errors with sufficient detail to present to BCBS and/or Prime Therapeutics for refund or settlement, including the cause(s) of the error, if determinable. The dollar amount of the error should be presented in a format that will indicate a detailed description of the claim, the original amount paid, amount per audit the difference between the original amount paid and amount per audit, and explanation of the error.
- Specific recommendations on processes and procedures to prevent and detect future errors.

## 5. PROJECT METHODOLOGY

The proposal should include the recommended sample size and how the sample will be selected to ensure sufficient coverage of high risk claims as well as the number of strata used and the dollar range of each stratum in the sampling methodology, if applicable. In addition, a description of the methodology that will be used to extrapolate the sample audit results across the entire population shall be provided. The following statistical parameters should be used for each sample from each plan year:

Confidence Level:	95%
Reliability (Precision):	+/-2%
Expected Error Rate:	Less than 5%

## 6. EVALUATION CRITERIA

A Proposer may propose on all activities that it considers itself qualified to review. Proposer(s) will be selected based upon the criteria set forth in the RFP. Qualifications will be judged in the area of expertise and cited by the response of this RFP.

Any subcontractor must be identified in the initial proposal, including the name of the firm and all other information as required of the principal firm in this RFP. The City reserves the right to reject any proposed subcontractors. Once a contract is entered into with the successful Proposer, no additional subcontracting will be allowed without the express prior written consent of the City.

- a. Offerers are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- b. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

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

30% - Substantial successful experience in competing similar projects that includes representations regarding the firm's qualifications and demonstrated skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel.

25% - Record of performance on similar projects based on previous work with the City and/or other client references.

25% - Cost.

20% - Substantial capability to meet schedules and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns

## 7. PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume, notebooks preferred.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.
  - i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
  - ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.
  - iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.
  - iv) A brochure of past work, with emphasis on comparable projects.

- v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.
- vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.
- vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.
- viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.
- ix) Describe the Offeror's methodology for handling errors and omissions.
- x) 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.
- xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.
- xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

## 8. PROPOSAL QUESTIONNAIRE

- a. State the full name and home office address of your organization. Describe your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.), and list the name of any entity or person owning 10% or more of your organization.
- b. Provide the name, title, address, telephone number, and e-mail address of the contact person for this proposal.
- c. Provide the name(s) and experience levels of the auditor(s) who will perform the audit for City of Lubbock.
- d. How many audits do you conduct annually?

- e. What distinguishes your company from your competition that provides these services? How would you add value to this project?
- f. It is the City of Lubbock's intent to select a claims auditing vendor that can provide the claims audit services on a flat fee basis. Your submitted proposal should include an outline of services and the fee associated to administer those services.
- g. Have you done an audit with Blue Cross Blue Shield of Texas and Prime Therapeutics PBM before, and are you familiar with and able to work with their audit requirements
- h. How closely do your consultants work with Blue Cross Blue Shield of Texas and/or Prime Therapeutics PBM claims office personnel? Will the claims office be allowed to provide explanation or additional information as part of the report that will be furnished to City of Lubbock?
- i. Does your sample selection compare to requirements outlined in Scope of Work? If not, describe your sample selection methods in detail. How does it compare with other methods? Is there a specific approach that your firm would recommend?
- j. What different types of audits can your organization offer; describe each in detail. Will your audits include:
- Statistical Claims Audit?
  - Operations Assessment Audit?
  - Eligible Dependent Audit?
  - High Dollar Claims Audit?
  - Multiple Insurer Claims Audit?
  - Targeted Claims Audit based upon benefit, diagnosis or procedure code?
  - Performance Guarantees in contract?
- k. Describe any technology process to be used in conducting the audit.
- l. List three current medical claim audit review references similar in size and industry to City of Lubbock.
- m. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
- n. Provide your suggested timeline for the audit project. Identify key action steps, responsible parties and delivery dates. Also, please provide your soonest availability for such a project
- o. How much of City of Lubbock's time will you require to complete this project?

- p. If City of Lubbock has outstanding audit issues that are not resolved between Blue Cross Blue Shield of Texas and Prime Therapeutics PBM and City of Lubbock's audit partner, it is City of Lubbock's desire to have all issues discovered during the audit to be resolved between Blue Cross Blue Shield of Texas / Prime Therapeutics PBM and the selected auditor. Please confirm your firm will follow all outstanding issues to resolution or explain situations which may fall outside of this commitment.
- q. Indicate your willingness to sign a Business Associate agreement with City of Lubbock per the HIPAA provisions.
- r. Elaborate on your firm's expertise with CMS. Detail your experience in identifying and correcting eligibility issues within this specific segment (Medicare/Medicaid).
- s. Please provide in detail a description of your reporting capabilities as related to this engagement. Please include samples.
- t. Will your audit include a review of the ASO agreements? If so, will your firm make recommendations for changes that will reduce claims payment errors?
- u. Have you been successful in viewing hard copy provider contracts when auditing? If these are not available what materials are used instead?
- v. Do you have an existing relationship with Blue Cross Blue Shield of Texas and Prime Therapeutics PBM that may pose an advantage or possible conflict of interest?

CITY OF LUBBOCK, TEXAS

RFP 15-12307-MA

III. INSURANCE

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

**INSURANCE COVERAGE REQUIRED**

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

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

<u>TYPE</u>	<u>AMOUNT</u>
1. Commercial General (public) Liability insurance including coverage for the following:	
a. General Aggregate	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
b. Cyber Liability	
2. Professional Liability	\$1,000,000

The City of Lubbock shall be named as additional insured on Cyber Liability on primary and non-contributory basis coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

**ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;

- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

#### NOTICES

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

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

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

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

## Our Understanding of Your Needs

The City of Lubbock offers medical, including pharmacy, and dental benefits to its employees, retirees and their dependents. Since 2009, BlueCross BlueShield of Texas has served as the administrator for the medical and dental benefits. Prime Therapeutics, a related company, is the pharmacy benefit manager (PBM).

The benefits plans are self-insured, where the City pays the medical, dental and pharmacy claims on a weekly basis. The City maintains stop loss insurance with a specific attachment point of \$350,000 to mitigate the risk of potentially catastrophic claims

The City wishes to conduct audits of the administration of the medical, dental and pharmacy benefits to determine overall claims processing accuracy and efficiency, verify the accuracy of distribution of manufacturer rebates, and to identify opportunities for improved administration.

In addition to conducting a statistical audit to verify administrative accuracy, the City wishes to include the following tests:

- Review of a sample of medical and dental claims to the corresponding provider contracts;
- Test the application of stop loss provisions for accuracy;
- Determine the value, if any, of claims paid for ineligible participants;
- Interrogate the claims data electronically for clinical edits (procedure codes), duplicate payments and other recoverable claims overpayments;
- Verify the payments to providers and corresponding draw from the City funds; and
- Conduct an audit of manufacturer rebates to ensure the correct amounts have been credited to the City account.

## Methodology Overview

Sagebrush proposes to audit a statistical sample *and* conduct focused electronic testing on 100% of the claims for each of the medical, dental and pharmacy claim populations.

Statistical testing provides a good overview of the administrator's overall performance. Each sampled claim is reviewed for the accuracy of every step in the adjudication process, from medical necessity to benefits to pricing to payment. The review will include verification of the administration of grandfathered provisions. The results of a statistical audit can be compared to performance guarantees. The administrative services only (ASO) agreement between the City and BCBSTX anticipated that a statistical audit will be used to evaluate overall performance: "Audit samples will be limited to no more than three hundred (3) randomly selected claims."<sup>1</sup>

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<sup>1</sup> Administrative Services Agreement, p. 12, Section 12.1.

# Proposal for Self-Insured Health Care Auditing Services

The medical and dental statistical audits are conducted in the administrator's offices, using the administrator's systems and supporting documentation. PBMs often provide supporting documentation to conduct the audit in Sagebrush's offices. However, we have typically conducted the Prime Therapeutics audits in the BCBS Richardson, Texas office. Each potential error will be reviewed and verified with the administrator/PBM.

Electronic testing is used to evaluate 100% of the claims for *specific* or *focused* types of potential errors. Sagebrush proposes to use its technology to test for specific error types that, while comprising a small percentage of the overall claim population, are indisputable and can typically be recovered by the administrator. The electronic testing will be conducted in Sagebrush's offices and potential exceptions will be verified with the administrator/PBM.

In addition to the statistical and electronic testing of each of the medical, dental and pharmacy claims, Sagebrush will conduct a review of the rebates to the City from the pharmaceutical manufacturers.

Per the Pre-Bid conference, Sagebrush has also included separate pricing in this proposal to conduct an onsite review of operations and controls at the BCBS medical processing facility in Wichita Falls.

Prior to the statistical and electronic audit of claims, Sagebrush will request the Administrator/PBM to complete our Administrative Questionnaire. The purpose of the Questionnaire is to create a framework of stated policies, procedures and controls to be reviewed during the audit of the claims.

Sagebrush will prepare a written report for each of the medical, dental and pharmacy (including rebates) reviews. The administrator/PBM will be asked to prepare a written response to the reports, including any action plans. The administrator/PBM response will be included in the final report.

## Statistical Audit Tests

### Sampling Methodology

Sagebrush will select stratified random samples of approximately 250 claims from the each of the populations of medical, dental, and pharmacy claims. Sagebrush anticipates selecting the samples across all claims in each respective population, including actives, retirees, and dependents.

Based on the RFP, the pharmacy population or study period encompasses all claims processed in calendar year 2014. The medical and dental populations encompass all claims processed in 2012, 2013 and 2014. However, the ASO agreement provides: "the audit period will be limited to the current Agreement year and the immediately preceding Agreement year."<sup>2</sup> If possible,

<sup>2</sup> Administrative Services Agreement, p. 12, Section 12.1.

## Proposal for Self-Insured Health Care Auditing Services

Sagebrush will select 250 medical and 250 dental claims from across the 2012 – 2014 period. If this is not acceptable to BCBSTX, Sagebrush can select the 250 claims from the 2013 – 2014 period.

The ASO agreement provided allows for the selection of 300 claims for each audit. We propose to select 250 for statistical testing and reserve the remaining 50 to verify any exceptions identified through electronic testing.

The statistical samples will be selected using a stratified random sampling technique. A sample size of 250 claims is more than large enough to be statistically valid with an expected error rate of 5% at 95% confidence with 2-3 precision points. The stratified random methodology will allow us to draw statistically valid conclusions about the financial accuracy rate with which the entire prescription population was processed.

### Sample Audit Tests

Each sampled claim will be tested (“re-adjudicated”) on the claim administrator/PBM’s systems for financial and procedural accuracy. Specifically, we will verify:

- Was the paper submission (if paper) an unaltered original? Did it contain all required information to process the claim?
- Was the claimant eligible for benefits on the date(s) of service?
- Was the claim submitted within the specified timely filing limit?
- Were the managed care pricing discounts correct?
  - Medical/Dental: Are the discounts taken as described in the provider’s contract and/or contract summary?
  - Pharmacy: Was the applicable MAC or AWP pricing applied? Were generic or formulary substitutions made in accordance with the plan of benefits?
- Pharmacy: Were step therapies followed, if applicable?
- Were the services/drugs covered and medically necessary and appropriate according to the plan and administrator/PBM’s utilization review procedures?
- Were benefit coordination and subrogation accurately determined if the claimant had other coverage available?
- Did the claim contain all required information and was it coded properly in the claim processing system?
- Dental: Did the claim contain the correct tooth and surface number?
- Were benefits applied in accordance with plan requirements, including grandfathered provisions?

## Proposal for Self-Insured Health Care Auditing Services

- Dental: Were annual and lifetime benefit maximums, including orthodontia, correctly tabulated?
- Were the mathematical computations and the application of copayments and deductibles/out-of-pocket limits, if applicable, accurate?
- Were preauthorization/precertification procedures followed and documented, when required by the plan of benefits?
- Was the claimant within their maximum number of prescription/services?
- Did the correct provider/pharmacy or claimant receive payment?
- Was the claim paid only once?
- Did claim payment response time meet generally accepted industry standards and the administrator's internal standards?
- Was the payment disbursed from the correct account?

### Electronic Tests

#### Electronic Medical and Dental Clinical Coding Tests

Sagebrush has developed proprietary software, SageSuite<sup>®</sup>, specifically to support our computer based auditing services. We use SageSuite<sup>®</sup> at our insurance company clients to identify payment errors.

We propose to apply this same technology to the medical and dental claims processed by Sagebrush uses clinical editing software to:

- Bundle multiple procedures
- Identify incidental and mutually exclusive procedures
- Flag potentially cosmetic procedures
- Flag potentially inappropriate use of assistant surgeons
- Identify unbundled pre and post operative visits

Sagebrush proposes to pass all of the client's medical and dental data through the clinical editor logic for the above tests. The test results will confirm whether the administrator is appropriately using clinical editing logic in processing the client's claims.

# Proposal for Self-Insured Health Care Auditing Services

## Electronic Pharmacy Tests

Sagebrush will electronically test 100% of the pharmacy claims for improper payments, including:

- Participant copays
- Improper units, often leading to overpaid amounts
- Dispensed frequency greater than allowed by the plan of benefits and/or law
- Invalid NDC and HCPCS codes
- Over-utilization of scheduled drugs and drugs with street value

## Claims Paid for Ineligible Participants

Sagebrush will request electronic eligibility information from the City and electronically compare the eligibility records to the claims records. The written report will quantify the value of claims paid for ineligible participants for the study period. Additionally, a database of claims paid for ineligible members can be provided to the City for analysis.

In our experience, the Administrator/PBM's liability for ineligible claimants and instances of COB are typically strictly limited by the administrative services contract. However, examining claims paid for ineligible participants is useful for determining the root cause of the error and improving processes that would reduce such payments in the future.

## Duplicate Payments

Sagebrush will electronically test all claims data for claims that resulted in a duplicate payment to the participant or provider of service.

## Stop Loss Claims

Sagebrush will electronically identify participants meeting the specific stop loss limit for each contract year reviewed. We would then produce a report of the aggregate medical claims for these members and verify the accuracy of the coordination with the stop loss carrier.

## **Operational Tour**

At the City's request, Sagebrush will conduct a tour of the medical claims processing and customer service facilities, including financial and fraud controls. Our review will include a comparison of BCBSTX's operational benchmarks for accuracy and customer service to industry benchmarks. A separate price for operational tour has been included in this proposal document.

## Claims Administration Questionnaire

Prior to the onsite portion of the audit, we will request that the Administrator/PBM complete a detailed Claims Administration Questionnaire addressing issues such as claim adjudication procedures, system capabilities, claim pricing, training, utilization review, and internal fraud control procedures. The claims administrator's response to the Questionnaire will be used as a framework for the audit by establishing the procedures and protocols used for processing the the City's claims.

## System Access

Sagebrush requires inquiry-only access to the Administrator/PBM's claim systems. The following screens are required for the audit of the statistical samples:

- Eligibility; including COB verification screens
- Claim history
- Claim payment
- Pricing
- Authorizations and/or step therapies (pharmacy only), if any
- Claim and member system notes
- Benefit accumulator screen
- Claim document images for paper claims
- Prescription copies for a subsample of pharmacy claims
- Claim status screen; used to calculate turnaround time

Sagebrush has conducted numerous audits at BCBSTX and Prime Therapeutics. Our auditors are familiar with their systems.

## Rebate Audit

Sagebrush will electronically identify the top five (5) brand drugs by total ingredient cost dispensed to the City population using the paid claims data containing all drugs dispensed during the study period. For each of the five selected drugs, Sagebrush will identify the National Drug Code (NDC) and drug name, and tally the number of dispensed scripts, total quantity dispensed and ingredient cost by month.

## Proposal for Self-Insured Health Care Auditing Services

Sagebrush will request that Prime Therapeutic make available supporting records and documents to verify the calculation and allocation to the City of rebate amounts for these selected drugs. Items to be requested and provided include:

- PBM-Manufacturer agreements for the five drugs; and
- Financial records showing the calculation and allocation of the rebate amount to the City account.

Prime Therapeutics will likely require that Sagebrush review the supporting documentation at Prime Therapeutics's facilities due to the confidential nature of the manufacturer agreements.

Sagebrush's report will include our determination of the accuracy of the rebates allocated to the City and our general observations about the City's agreement with Prime Therapeutics with regard to rebates.

### Data Request

In order to select the sample and perform the electronic tests as outlined above, we will request a data tape from BCBSTX and Prime Therapeutics containing all claims processed during the study period determined by the City. Our standard data request is attached. Both BCBSTX and Prime Therapeutics have standard data extracts which has proved sufficient in previous audits.

# Proposal for Self-Insured Health Care Auditing Services

## Reporting

### Deliverables

At the completion of our audit, we will provide you with a written report detailing our findings for the administration of the medical, dental, and pharmacy (including rebates) plans. The reports will include:

- Listing of all identified errors,
- Accuracy statistics, including financial, payment and procedural accuracy,
- Claim turnaround time,
- Claims paid for ineligible participant test results,
- Electronic improper payment test results,
- Our observations and recommendations, and
- Administrator's response, including any plans for corrective actions.

The audit reports will quantify the dollar value of erroneous claim payments in the population, identify the root cause of errors and areas for improvements, and allow the comparison of administrator's performance to contractual agreements for performance, if any, and to industry standards.

A copy of the draft report will be provided to BCBSTX and Prime Therapeutics for review. Sagebrush will request that BCBSTX and Prime Therapeutics prepare a written response to the draft report, including any action plans that they intend to undertake as a result of the review. The administrator's response will be included in the final report. Any instances where Sagebrush and the administrator disagree on a particular error will be clearly noted as such in the final report.

After all reports are finalized, Sagebrush will present the findings to the City either by a face-to-face meeting or via conference call depending on your preference.

## Proposal for Self-Insured Health Care Auditing Services

### **Sagebrush Contacts and Resources**

Sally Reaves will be responsible for the overall service delivery to the City. Darlene Wojnarowski will manage the claim audit team and will be responsible for the day-to-day activities of the audit, including supervision of the audit team.

The audits will be staffed entirely by Sagebrush personnel. All proposed personnel have significant experience with auditing the BCBSTX companies.

# Proposal for Self-Insured Health Care Auditing Services

## Proposal Questionnaire Responses

- a) Sagebrush Solutions is a Texas Limited Liability Corporation located at 14681 Midway Road, Suite 105, Addison, Texas 75001. We private and for profit. Sally Reaves and Faith Glover each own more than 10% of Sagebrush Solutions.
- b) Proposal Contact:
- Sally Reaves  
COO  
Sagebrush Solutions  
14681 Midway Road, Suite 105  
Addison, TX 75001  
(214) 273-4302 direct  
(972) 467-8149 mobile  
[sally.reaves@esagebrush.com](mailto:sally.reaves@esagebrush.com)
- c) Experience of Team Members:
- Sally Reaves – 30 years  
Darlene Wojnarowski – 17 years  
Kent Dennis – 15 years  
Bill Grass – 16 years  
Faith Glover – 30+ years  
Pat Walker – 30+ years
- d) Sagebrush conducts 25+ audits annually.
- e) Sagebrush's core business is the conduct of health care audits. We have audited BCBSTX and related companies numerous times. Sagebrush is a BCBSTX-approved audit firm. Sagebrush is also an auditor for CMS.
- f) Please see the Fees section of this proposal. Sagebrush has proposed a flat fee.
- g) Sagebrush has audited BCBSTX and Prime Therapeutics numerous times, and we are familiar with their systems, data, and policies and procedures. Sagebrush is a BCBSTX-approved auditor.
- h) Sagebrush will work directly with Administrator/PBM personnel. Each potential exception will be reviewed with Administrator/PBM personnel in writing and their response will be recorded in writing. The Auditor and Administrator/PBM will receive and retain a copy of the written dialogue of each potential error. The Administrator/PBM will be provided the opportunity to respond to the report. The response will be incorporated into the report.

## Proposal for Self-Insured Health Care Auditing Services

- i) Yes, our sample selection methodology is compliant with the RFP requirements. Please see the Methodology section of this proposal.
- j) Please see the Methodology section of this proposal. All of the audits types described in this question have been included in our methodology. The operational review of the medical claims processing and customer service facility has been included in this proposal as an optional component of the audit.
- k) Please see the Electronic Audit Tests heading under the Methodology section of this proposal.
- l) Please see the References Section of this proposal.
- m) Sagebrush has never been involved in a lawsuit involving any area covered by this RFP other than providing expert testimony on behalf of a client. Sagebrush has never been a party to a lawsuit involving any area covered by this RFP.
- n) The time table below illustrates a “typical” project timeline with the Administrator/PBM and the level of client involvement. Sagebrush commits to meeting the tasks within our control (*in italics*) in the timeframes denoted below:
  1. City notifies Administrator of the intent to audit. (Week 1)
  2. City notifies Eligibility Vendor/Department that Audit Team will be requesting eligibility data to support the audit. (Week 1)
  3. *Audit Team requests claims data tape from Administrator (Week 1)*
  4. *Audit Team requests eligibility data tape from Eligibility Vendor/Department (Week 1)*
  5. Administrator provides database containing all transactions processed during the study period for the specified populations. (Week 3)
  6. Eligibility Vendor/Department provides database containing eligibility transactions. (Week 3)
  7. *Audit Team sends a pre-audit questionnaire to Administrator (Week 1)*
  8. *Audit Team receives data tape, selects sample and provides sample to Administrator (Week 4)*
  9. *Audit Team conducts electronic tests on claims data, including claims paid to ineligibles. (Week 5)*
  10. Administrator retrieves claim copies and other supporting documentation for onsite visit and returns completed questionnaire to Audit Team in advance of onsite (may be up to 4 weeks depending on Administrator)
  11. *Audit Team conducts onsite audit (1 week)*
  12. *Audit Team prepares draft audit report and submits to Administrator (1 week)*

## Proposal for Self-Insured Health Care Auditing Services

13. Administrator prepares written response to draft report and submits to Audit Team (up to 30 days, depending upon the Administrator)
14. *Audit Team binds final report, including Administrator's response and presents to the City (1 week)*

In summary, the City will need to:

- Notify the Administrators and Eligibility Vendor/Department of the audit,
- Provide the Audit Team with copies of the SPD and ASO agreements; and
- May be asked the City's intent concerning certain SPD provisions.

It is not necessary that the City be present onsite during the audit activities.

- o) Please see the response to question (n) above.
- p) In most cases, Sagebrush and the Administrator/PBM will agree on the determination of an error or issue. In cases where the parties do not agree, each party's position will be noted in the report.
- q) Sagebrush will sign a BAA with the City.
- r) Sagebrush has provided audit services to CMS for 16 years. Sagebrush has conducted more than 200 audits of Medicare Managed Care and Part D plans on behalf of CMS. Sagebrush has also conducted Medicare and Medicaid audits for potential fraud, risk adjustment payment, and ACOs.
- s) Reports can be tailored to meet client needs. Please see the attached sample medical and pharmacy audit reports.
- t) Sagebrush will review the provisions of the ASO agreements related to audit rights and make suggestions for future revisions, if needed.
- u) Sagebrush uses the BCBSTX provider contract summaries to review all sampled claims. In addition to the summaries, Sagebrush routinely requests 10 copies of provider contracts corresponding to sampled claims during each audit of BCBSTX.
- v) Sagebrush, other than auditor, does not have relationships with BCBSTX and/or Prime Therapeutics. Sagebrush does not have any real or perceived conflicts with this audit.

## Professional Fees

Our fees for the scope of services outlined above are shown in the table below.

Services	Professional Fees
Audit of 250 medical, 250 dental, and 250 pharmacy claims administered by BCBSTX/Prime Therapeutics, including all statistical audit services described herein;  100% electronic audit of all medical, dental, and pharmacy claims, including verification of potential errors and all other electronic audit services described herein; and  Conduct of a review of rebates from pharmaceutical manufacturer as described herein.	\$72,000
Operational review of the medical claims processing and customer service facility as described herein.	\$5,000

Reasonable out-of-pocket expenses, such as travel to Prime Therapeutics site for rebate audit purposes or for presentation to Council, are not included in these estimates and will be billed separately. We assume that, at a minimum, the medical audit will be conducted in Richardson, TX. Travel expenses will not exceed \$5,000.

We will issue an invoice for one half of the estimated professional fees at the commencement of the engagement. A final invoice for remaining fees and out-of-pocket expenses, if any, will be issued upon completion and delivery of the final reports.

CITY OF LUBBOCK  
BUSINESS ASSOCIATES AGREEMENT

This Business Associates Agreement is entered into by and between the City of Lubbock (the City), and Sagebrush Solutions, (the Business Associate), which is a person or entity who performs functions or activities on behalf of, or provides certain services to, the City that involve access by the Business Associate to protected health information. Business Associates include subcontractors that create, receive, maintain, or transmit protected health information on behalf of another business associate.

I. DEFINITIONS

- A. *Business Associate* - Shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party of this Agreement, shall mean the Business Associate named herein.
- B. *Covered Entity* - shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean City of Lubbock.
- C. *HIPAA Rules* - shall mean the Privacy, Security, Breach Notification and Enforcement Rules at CFR Part 160 and Part 164.
- D. *Catch-All Definitions* - The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A. Business Associate agrees to:
  - 1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
  - 2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
  - 3. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. The Business Associate will notify

the City as soon as practicable after learning of any such use, disclosure, breach, or incident;

4. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information;
5. Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
6. Make any amendments to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. The Business Associate will notify the City as soon as practicable after receiving a request under this section;
7. Maintain and make available the information required to provide an account of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. The Business Associate will notify the City as soon as practicable after receiving a request under this section;
8. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation; and
9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA Rules.

### III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose protected health information.
- B. Business Associate may use or disclose protected health information as required by law.
- C. Business Associate agrees to make uses and disclosures and requests for protected health information only as necessary to perform the services requested and/or required of the Business Associate by the City or as set forth in any service agreement between the Business Associate and the City.

- D. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set for below.
- E. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- F. Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

#### IV. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- A. Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

#### V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity unless the Business Associate will use or disclose protected health information for, and this Agreement includes provision for, data aggregation or management and administration and legal responsibilities of the Business Associate.

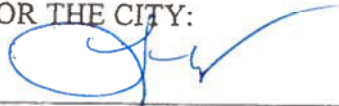
## VI. TERM AND TERMINATION

- A. Term. This Agreement shall be effective on June 25, 2015, and shall terminate on December 31, 2015, or when terminated as authorized herein, whichever is sooner.
- B. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity. Business Associate shall have seven (7) days to cure a violation or breach of the contract before termination for cause.
- C. Obligation of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
1. Retain only that protected health information which is necessary for Business Associate to continue its proper management or administration or to carry out its legal responsibilities;
  2. Return to Covered Entity the remaining protected health information that the Business Associate still maintains in any form;
  3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
  4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at under "Permitted uses and Disclosures by Business Associate, above, which applied prior to termination; and
  5. Returned to Covered Entity the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
  6. It shall be the responsibility of the Business Associate to obtain protected health information created, received or maintained by any subcontractors of Business Associate.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

VII. MISCELLANEOUS

- A. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- B. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- C. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

FOR THE CITY:



\_\_\_\_\_  
Leisa Hutcherson, Director Human Resources  
And Risk Management

Date: 5-27-15

FOR THE BUSINESS ASSOCIATE:



\_\_\_\_\_  
Sally Reaves

Date: 5-22-15

COO

\_\_\_\_\_  
Title



**Regular City Council Meeting**

**5. 7.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Risk Management:** Consider a resolution authorizing the City Manager to execute a contract with Wells Fargo Insurance Service, by and through its local representative, Sanford and Tatum Insurance Agency, for property and casualty brokerage services.

**Item Summary**

Since June 2002, the City has contracted for property and casualty brokerage services pursuant to Local Government Code, Chapter 252.024, Purchasing and Contracting Authority of Municipalities; which allows the City to select a licensed insurance broker as a sole broker of record to obtain proposals and coverages for excess or surplus insurance that provides necessary coverage and adequate limits of coverage in structuring layered excess coverages in all areas of risk requiring special consideration, including public official liability, police professional liability and airport liability. The broker may be retained only on a fee basis and may not receive any other remuneration from any other source.

Sanford and Tatum Insurance and Wells Fargo Insurance Services provide needed expertise in the areas of loss control, safety training, risk transfer and/or retention regarding contract negotiations, in addition to access to larger markets for placement of the City's insurance coverages. Sanford and Tatum and Wells Fargo are an extension of the Risk Management Department and through their proactive approach have assisted the City in resolving problems, protecting City assets and saving taxpayers money through reduced premiums and claims.

Based on past performance, the success of the program, and quality of proposed carriers, it is recommended that the City extend the contract with Wells Fargo and Sanford and Tatum Insurance of Lubbock, Texas, at a continued cost of \$75,000.

**Fiscal Impact**

Funds are appropriated in the Adopted FY 2014-15 Operating Budget.

**Staff/Board Recommending**

Quincy White, Deputy City Manager

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**Attachments**

Resolution - Sanford & Tatum

Contract - Sanford & Tatum

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**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 Agreement for property/casualty insurance broker and consulting services between the City of Lubbock and Sanford and Tatum Insurance Company of Lubbock, Texas, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Hartsell, Assistant City Attorney

vw:ccdcs/RES.PSAgrmt-Sanford & Tatum  
May 28, 2015

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 29th day of June, 2015, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Sanford and Tatum Insurance Agency, Inc. (the "Broker/Consultant"), a Texas corporation.

### WITNESSETH

WHEREAS, Broker/Consultant has substantial skill and experience in placement of property and casualty insurance for municipalities.

WHEREAS, Broker/Consultant has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for a fair and reasonable price;

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

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

### ARTICLE I

#### Services

1.01 Broker/Consultant shall conduct all activities and within such time frames, as set forth on Exhibit "A", "Scope of Services", attached hereto (the "Services").

### ARTICLE II

#### Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be \$75,000 to be paid within ten (10) business days of the final execution of this Agreement and within ten (10) business days of the execution of the renewal hereof.

2.02 **ALL PLACEMENT OF COMMERCIAL INSURANCE FOR THE CITY SHALL BE NET OF COMMISSION TO THE BROKER/CONSULTANT AND ANY SUB-CONTRACTOR OR AGENT THEREOF, AND SHALL BE PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 252.024, PURCHASING AND CONTRACTING AUTHORITY OF MUNICIPALITIES, AND OTHER APPLICABLE LAW.**

2.03 This term of this Agreement shall be one year and may be renewed for two (2) additional one (1) year terms upon execution of a written agreement by the Broker/Consultant and the City Manager of the City, but shall not extend, in any case, beyond June 29, 2018. Additionally, the City or the Broker/Consultant may terminate this Agreement at any time by providing thirty (30) days written notice to the other, however, if the Broker/Consultant has completed the "Insurance Brokerage Services" outlined in Exhibit "A", the annual fee for that term is guaranteed to the Broker/Consultant by the City.

### ARTICLE III

#### Independent Contractor

3.01 It is understood and agreed that Broker/Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional Broker/Consultant under similar circumstances and Broker/Consultant hereby warrants to the City that the Services shall be so performed. Further, Broker/Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Broker/Consultant and Broker/Consultant's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

## ARTICLE IV

### Events of Default/Remedies

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

Broker/Consultant's Defaults/City's Remedies. In the event Broker/Consultant shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Broker/Consultant, exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

## ARTICLE V

### Insurance/Indemnity

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

Broker/Consultant shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, and

automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Professional Liability:

Combined Single Limit: \$1,000,000

General Liability:

Combined Single Limit \$1,000,000

Automobile Liability:

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

The City shall be granted a waiver of subrogation under the Professional Liability and Automobile Liability policies. Broker/Consultant, or their agent, shall provide to the City evidence of coverage.

Broker/Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the TEXAS LABOR CODE. Further, Broker/Consultant 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 Broker/Consultant maintains said coverage. The Broker/Consultant may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock. Broker/Consultant shall provide to the City evidence of coverage.

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

ARTICLE VI

Miscellaneous

- 6.01 The Broker/Consultant may engage other persons or consultants ("Sub-contractor") in order to perform all or part of the services outlined in Exhibit "A". Any expenses relating to the engagement of any Sub-contractor shall be the sole responsibility of the Broker/Consultant.
- 6.02 Broker/Consultant shall comply with all laws, statutes, regulations, ordinances, rules, and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.
- 6.03 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

Risk Management  
P.O. Box 2000  
Lubbock, Texas 79457  
Facsimile: (806) 775-3316

w/ copy to:

City Attorney  
P.O. Box 2000  
Lubbock, Texas 79457  
Facsimile: (806) 775-3307

For Broker/Consultant:

Douglas Sanford, CIC, CRM, Co-Chief Executive Officer  
Sanford and Tatum Insurance Agency  
P. O. Box 64790  
Lubbock, Texas 79464  
Facsimile: (806) 792-9344

- 6.04 The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.
- 6.05 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.
- 6.06 This Agreement represents the entire and sole agreement between the City and Broker/Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

- 6.07 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Broker/Consultant and the City.
- 6.08 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 6.09 Any and all documents, drawings and specifications prepared by Broker/Consultant as part of the Services hereunder, shall become the property of the City when Broker/Consultant has been compensated as set forth in Section 2.01, above.
- 6.10 A waiver by either City or Broker/Consultant of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.
- 6.11 Neither City nor Broker/Consultant may assign this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party except as respects to Section 6.01 above. City and Broker/Consultant each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.
- 6.12 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Broker/Consultant.
- 6.13 Broker/Consultant represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects,

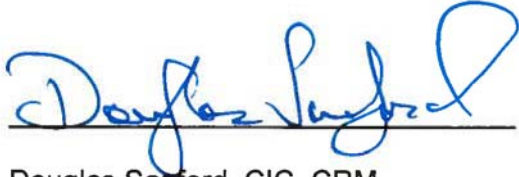
Broker/Consultant to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Broker/Consultant hereto.

- 6.14 Broker/Consultant further represents and warrants to City that Broker/Consultant is properly and currently licensed by the State of Texas to undertake the activities contemplated by this Agreement, and will remain so licensed for the duration of the Agreement.

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

Sanford and Tatum Insurance Agency, Inc.

City of Lubbock



Douglas Sanford, CIC, CRM  
Co-Chief Executive Officer

\_\_\_\_\_  
Glen Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Jeff Hartsell, Asst. City Atty

## Exhibit "A"

### Scope of Services

- A. Insurance Brokerage Services:**
- 1 Represent insured in all negotiations with insurance providers on all issues including those related to premiums, plan designs and contracts. Included
  - 2 Prepare applications and supporting documents based on data collected and direct input from the insured to solicit proposals for all subject insurance contracts. Included
  - 3 Analyze and evaluate proposals received for renewals based on cost, claim payment procedures, customer service, carrier reputation and financial responsibility and any other unique or required features. Included
  - 4 Recommend the most economical programs based on premium to transfer risk relative to the amount of risk retained. Included
  - 5 Provide due diligence marketing report for each line of coverage marketed. Included
- B. Execution of Contracts and Agreements:**
- 1 Ensure that contracts from insurance providers are executed as expeditiously as possible after award. Included
  - 2 Review and be responsible for the accuracy and correctness, prior to delivery, of insurance contracts. Included
  - 3 Work to resolve insurance company issues that may arise during the term of the contracts. Included
- C. Presentations and Meetings:**
- 1 Make presentations to Executive Management and Council. Included
  - 2 Present stewardship reports to Executive Management and Council as requested, at least twice annually. Included
  - 3 Meet with Executive Management as needed for special or unique circumstances. Included
  - 4 Meet as necessary with Risk Management to address progress of Scope of Services. Included
- D. Consultation:**
- 1 Provide service for day-to day contact and advice on insurance matters as needed. Included
  - 2 Assist City with risk transfer/retention and insurance requirement on contracts, leases and bonds as necessary. Included
  - 3 Conduct bi-annual claim reviews to identify potential loss control measures that would be beneficial to the City. Included
  - 4 Advise the insured of any "gaps" in coverage or inadequate coverage relative to the limited products that Sanford & Tatum are currently providing. Included

5	Explore coverage options on coverages not currently purchased by City for review (subject to additional compensation agreed to by Broker/Consultant and City).	Included
<b>E. Other Requirements:</b>		
1	Performing required services on a timely basis.	Included
2	Providing timely, comprehensive and understandable reporting.	Included
3	Prepare certificate of insurance forms as requested.	Included
4	Assist City with evaluation and selection of Third Party Administrators.	Included
5	Obtain insurance company loss runs as requested by City	Included
6	Assist City with evaluation and selection of Risk Management Insurance System (RIMS).	Included
	<b>TOTAL COMPENSATION FEE:</b>	<b>\$75,000.00</b>
	Total compensation fee based on current insurance contracts written through Sanford & Tatum Insurance listed in appendix A.	

- Appendix A: Insurance contacts currently written for insured:**
- 1 Municipal Package Excess Liability to include: General Liability, Automobile Liability, Law Enforcement Liability, Public Officials E & O, Employee Benefits Administration, and Employment Practices Liability.
  - 2 Property Insurance
  - 3 Property Insurance - Dam
  - 4 Boiler and Machinery Insurance
  - 5 Inland Marine Insurance
  - 6 Crime Insurance
  - 7 Airport Liability Insurance to include: Airport Owners Liability and Non-Owned Aircraft Liability
  - 8 Pipeline Liability Insurance
  - 9 Tenant User Lease Insurance Policy (TULIP)
  - 10 Workers' Compensation



**Regular City Council Meeting**

**5. 8.**

**Meeting Date:** 06/25/2015

**Information**

**Agenda Item**

**Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 12385 with Henthorn Commercial Construction, LLC to provide interior renovations at the Lubbock Memorial Civic Center located at 1501 Mac Davis Lane, RFP 15-12385-MA.

**Item Summary**

The Civic Center Interior Renovations contract includes supplying the materials and labor for renovations as listed in the specifications. The scope of the project includes, but not limited to: painting, replacement of wall finishes, renovation of all restrooms, replacement of existing electric conductors in the theater stage, construction of a second level in the back stage area in order to accommodate ADA requirements, renovations of the theater dressing room area, new patterned concrete at the base of the grand stairway, replacing and/or tightening of loose glazing gaskets on all exterior glass and removing the existing quarry tile, base and application of new rubber tile in the exhibit hall entry ways.

The following general contractors submitted proposals that were evaluated based on the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record (5%) and Construction Time (5%). The maximum point value is 15 points. After the proposals were evaluated and discussed with committee members, the following ranking was obtained:

Company	Points	Base Bid and Alternates 1-6
Henthron Commercial, Lubbock, TX	15.00	\$2,322,960
WR Construction, Lubbock, TX	12.33	2,524,037
Tommy Klein Construction, Inc., Lubbock, TX	10.45	2,693,959

Time for completion is 210 consecutive calendar days, and liquidated damages are \$1,000 per calendar day. Staff and Evaluation Committee recommends award to the most qualified proposer, Henthron Commercial Construction, LLC, of Lubbock, Texas, for \$2,322,960.00 and with duration of 210 days for final completion.

**Fiscal Impact**

\$9,126,853 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with \$2,322,960 available for this purpose.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

**Attachments**

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, RFP 15-12385-MA/Contract No. 12385 for Lubbock Memorial Civic Center Renovations Phase Two (Including: Handicap accessible toilet rooms; new signage; millwork; ceilings; partitions; plumbing; and, lighting) by and between the City of Lubbock and Henthorn Commercial Construction, LLC, 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.

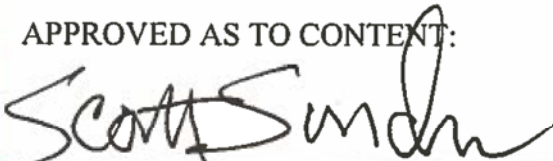
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

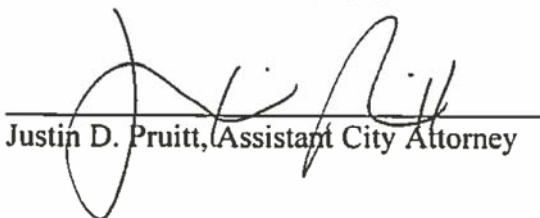
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

ccdcs/RES. Contract - Henthorn Commercial Construction LLC  
June 15, 2015

**PROPOSAL SUBMITTAL FORM  
LUMP SUM PROPOSAL CONTRACT**

DATE: JUNE 9, 2015

PROJECT NUMBER: **RFP 15-12385-MA – Lubbock Memorial Civic Center Renovations Phase Two**

Proposal of HENTHORN COMMERCIAL CONSTRUCTION, LLC. (hereinafter called Offeror)

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

Ladies and Gentlemen:

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

ITEM NO.	DESCRIPTION	Lump Sum
1	Contractor shall provide the renovation work for the Lubbock Memorial Civic Center. The Phase Two overall new construction scope of work includes new handicap accessible toilet rooms, new signage, millwork, ceilings, interior partitions, interior finishes, plumbing, lighting, electrical, doors and frames, hardware, painting and related miscellaneous work as further described in Section 01010, Summary of Work, Project Book. Base Bid Item One is to include the hardware allowance described in Section 01010, Summary of Work, 1.3D.	\$ 2,059,999.00

TJ Offeror's Initials

**PROPOSED CONSTRUCTION TIME:**

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 210

**ADD ALTERNATE BID ITEM – Section 01030, Alternates**

**REVISED June 3, 2015**

Item No.	Description	Lump Sum
1A	All work related to the preparations, demolition, construction, and finishes of the back stage mezzanine extension and office space built on the new mezzanine extension, including mechanical, plumbing and electrical as shown on Sheet A5.21.	\$ 94,593. <sup>00</sup>
2A	All demolition work and renovation work shown on Sheets A5.12, A5.20 and related plumbing, electrical and mechanical work associated with the removal of the Theatre's backstage area.	\$ 129,989. <sup>00</sup>
3A	All work associated with replacement of existing crushed glass with new integral colored, patterned concrete in two planter beds at the lower level of the grand stair case. Refer to Sheet A0.10.	\$ 14,900. <sup>00</sup>
4A	All work associated with replacing and/or tightening 200 LF of loose glazing gaskets in all existing exterior glazing shown on Sheets A4.10 and A4.11. Owner may sub-contract glass panel replacement at damaged locations, this work is not to be included in the Phase Two bid. Glass replacement contract is to be separate from the Phase Two gasket replacement, repair contract.	\$ 3,190. <sup>00</sup>
5A	All work associated with cleaning, repairing, re-texturing, priming and painting the existing plaster and wood paneled walls of the Terrace Suite, Serving, Kitchen, Preparation, and Storage shown on Sheet A4.11 and listed in the Room finish Schedule on Sheet A0.21.	\$ 5,790. <sup>00</sup>
6A	All work associated with removing the existing quarry floor tile and base, removing excess thick set grout, preparing and leveling floor for new finish, and new rubber tile and base listed in the room finish schedule for the two west entrances to the Exhibit Hall: Entry E143 and Entry E165 as shown on Sheet A2.10.	\$ 14,499. <sup>00</sup>

**ADD ALTERNATE BID ITEM – Section 01030, Unit Pricing**

Item No.	Description	Unit Price
1B	Unit price for repairing and painting walls, material and labor.	\$ 3.09
2B	Unit price for repairing and painting ceilings, material and labor	\$ 4.19
3B	Unit price for wall and floor tile installation, material and labor	\$ 17.09
4B	Unit price for demolition of CMU walls and any built-in items, including hauling and clean up	\$ 17.99
5B	Unit price for demolition of metal stud and gypsum wall board walls and any built-in items, including hauling and clean up.	\$ 9.99

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 (210) Days Completed by Contractor

Two Hundred and Ten Days Completed by Contractor CONSECUTIVE CALENDAR OR WORKING DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$1,000 per day for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

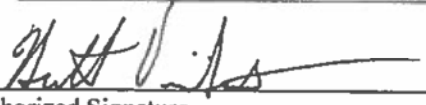
TA Offeror's Initials

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 One Million Nine Hundred Thousand Dollars (\$1,900,000), 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: June 15, 2015

  
 \_\_\_\_\_  
 Authorized Signature

Heath Davidson  
 (Printed or Typed Name)

Henthorn Commercial Construction, LLC  
 Company

2011 Ave C.  
 Address

Lubbock, Lubbock  
 City, County

Texas, 79404  
 State Zip Code

Telephone: 806 - 687-3084

Fax: 806 - 209-0220

Email: heath@henthorncommercial.com  
 FEDERAL TAX ID or SOCIAL SECURITY No.  
26-4058489

(Seal if Offeror is a Corporation)

ATTEST:

\_\_\_\_\_  
 Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 6/9/2015  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

**FOR CITY USE ONLY**

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: \_\_\_\_\_

Date of Award by City Council (for bids over \$50,000): \_\_\_\_\_ Date P.O./Contract Issued: \_\_\_\_\_

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THERFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 25, 2015**

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	<b>Budget</b>
<i>Encumbered/Expended</i>	
Theater Renovations	\$ 276,258
Elevator Repair	34,187
Physical Plant Roof/Upgrade	569,458
Civic Center Renovations Phase I	885,834
Asbestos Protocol and Air Monitoring Service	1,090
Plaza Renovations	162,529
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Replacement	1,414,280
Centennial Moisture Control, Inc.	247,902
Architectural and Engineering Services	410,392
Civic Center Telescopic Seating Replacement	572,297
Technology Improvements	81,224
Civic Center Elevator Upgrades	194,353
Civic Center Carpet Replacement	548,610
Banquet seating and carts	181,703
Upholster chairs	40,460

*Agenda Items June 25, 2015*

Phase II Interior Renovations	2,322,960
<b><i>Encumbered/Expended To Date</i></b>	<b>7,967,037</b>

*Estimated Costs for Remaining Appropriation*

Digital HVAC Controls, bridge repairs, kitchen equipment replacment, furnishings	1,159,816
<b><i>Remaining Appropriation</i></b>	<b>1,159,816</b>
<b>Total Appropriation</b>	<b>\$ 9,126,853</b>

*Managing Department* **Civic Centers**

*Project Manager* **Freddy Chavez**

*Project Classification* **Bond Election Project - 2004**

*Project Status* **Approved**



*Project Scope*

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant (\$2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the refurbishment of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures. Also included is the replacement of light fixtures in the exhibit hall, removal and replacement of existing roofing membrane, and any other necessary improvements/upgrades to the Civic Center.

The current valves that control the flow of oil in the four elevator units at the Civic Center are obsolete and no replacement parts are available. This project will upgrade the power unit in each elevator unit, which includes the valve.

*Project Justification*

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

*Project History*

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

\$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

\$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

Reduced appropriation by \$7,435 due to true-up of Hotel Occupancy Tax revenues in FY 2013-14. Actual revenues were less than budgeted which required a reduction in the project funding.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	8,881,853	0	0	0	0	0	0	8,881,853
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
<b>Total Project Appropriation</b>	<b>9,126,853</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,126,853</b>



**Regular City Council Meeting**

**5. 9.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12274 with Lydick-Hooks Roofing Company of Lubbock Inc., for the roof replacement at Fleet Maintenance Complex located at 324 Municipal Drive, RFP 15-12274-TF.

**Item Summary**

This contract replaces the three roof sections (Old Parts facility, Old Make Ready facility and the connecting corridor). Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Mechanically fasten specified base sheet per ASCE 7 criteria, adhere specified tapered insulation board and 1.4" substrate board as specified. Fully adhere specified SBS modified base sheet, and fully adhering one ply of Thermoplastic Elvaloy® sheet. Install new miscellaneous carpentry to parapet wall as specified to provide wall flashings and new metal coping cap as specified. Raise all mechanical equipment and service lines to eight-inch minimum height above finished roof surface. Provide a twenty year NDL manufacturer's warranty with no exclusion for up to two- inch diameter hail events, and a two year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSII SPRI, specifications, details and manufacturer's guidelines.

Proposals were solicited and two firms responded with sealed proposals. The following were received: Lydick Hooks of Lubbock, TX, \$118,085 and CS Advantage of College Station, TX, \$190,000.

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (20%), Record of Performance (5%) and construction Time (15%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained: 1. Lydick Hooks of Lubbock, TX, 97.0 points and CS Advantage of College Station, TX, 70.2 points.

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Lydick-Hooks of Lubbock, TX, for \$118,085. Time for completion is 49 consecutive calendar days with liquidated damages of \$25 per consecutive calendar day.

**Fiscal Impact**

\$950,000 is appropriated in Capital Improvement Project 92238, Facility Maintenance Fund, with \$118,085 available for this purpose.

**Staff/Board Recommending**

Mark Yearwood, Chief Information Officer Assistant City Manager

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**Attachments**

Resolution & Contract - Lydick-Hooks Roofing Company

Budget Detail

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12274, for construction costs and services related to the roof replacement at the fleet maintenance complex as per RFP 15-12274-TF, by and between the City of Lubbock and Lydick-Hooks Roofing Company of Lubbock, 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 this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laura Pratt, Assistant City Attorney

Resolution - Lydick-Hooks Roofing Co. 6.10.15  
6.10.15

**PROPOSAL SUBMITTAL FORM  
LUMP SUM PRICE PROPOSAL CONTRACT**

DATE: May 28, 2015

PROJECT NUMBER: **RFP 15-12274-TF - Roof Replacement at Fleet Maintenance Complex**

Proposal of Lydick-Hooks Roofing Co. of Lubbock, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of the **Roof Replacement at Fleet Maintenance Complex** 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.

**BASE PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Roof Sections A, B, & C: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Mechanically fasten specified base sheet per ASCE 7 criteria, adhere specified tapered insulation board and 1/4" substrate board as specified. Fully adhere specified SBS modified base sheet, and fully adhering one ply of Thermoplastic Elvaloy® sheet. Install new miscellaneous carpentry to parapet wall as specified to provide wall flashings and new metal coping cap as specified. Raise all mechanical equipment and service lines to eight-inch (8") minimum height above finished roof surface. Provide a twenty (20) year NDL manufacturer's warranty with no exclusion for up to two-inch (2") diameter hail events, and a two (2) year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.	LS	\$72,816.00	\$36,269.00	\$109,085.00
2	Exterior Remedial Repairs (All Exterior Elevations): Work shall include the repairs to the texture surfacing as specified.	LS	4,500.00	4,500.00	9,000.00

**TOTAL PROPOSAL ITEMS #1 & #2: (\$ 118,085.00 )**

**UNIT PRICES**

ITEM	DESCRIPTION	UNIT OF MEASURE	Estimated Quantity (+/-)	Unit Price	Extended Price
A	Removal and replacement of any damaged or deteriorated wood decking as described in the plans and specifications.	Square Foot	15	\$7.00	\$105.00
B	Removal and replacement of any damaged or deteriorated gypsum decking as described in the plans and specifications.	Square Foot	15	20.00	300.00
C	Removal and replacement of any damaged or deteriorated wooden nailers as described in the plans and specifications.	Board Foot	15	4.00	60.00

**DURATION**

1. Contractors proposed CONSTRUCTION TIME for completion:

**TOTAL CALENDAR DAYS:** 49

TS Offeror's Initials

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 **60 Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$25** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

The Offeror agrees that this proposal shall be good for a period of 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 10 days after notice of award of the contract to him.

BA Offeror's Initials

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 Five thousand nine hundred four dollars and 25/100 Dollars (\$ 5,904.25), 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 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: May 28, 2015

  
 \_\_\_\_\_  
 Authorized Signature

Reed Hooks  
 \_\_\_\_\_  
 (Printed or Typed Name)

Lydick-Hooks Roofing Co. of Lubbock, Inc  
 Company  
P.O. Box 2605  
 Address  
Lubbock, Lubbock  
 City, County  
Texas, 79408  
 State Zip Code  
 Telephone: 806 - 765-5577  
 Fax: 806 - 765-5581  
 Email: lydick-hooks@sbcglobal.net

(Seal if Offeror is a Corporation)

ATTEST:   
 \_\_\_\_\_  
 Secretary Randy Hooks

Offeror acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

**FEDERAL TAX ID or SOCIAL SECURITY No.**

75-0405113  
 \_\_\_\_\_

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
June 25, 2015**

Capital Project Number: 92238  
 Capital Project Name: Facility Maintenance Fund

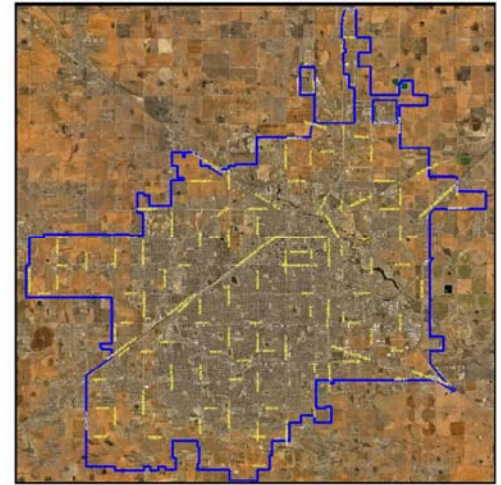
		<u><b>Budget</b></u>
<i>Encumbered/Expended</i>		
Agnew Architecture and Engineering Contract	\$	4,536
Armko Industries, Inc.		22,004
SLS Partnership		2,000
Minnix Commercial Partners		359,566
Police Academy Roof		50,000
Collier Construction		41,026
Stiles, Wallace & Associates Amendment-1		21,007
Silent Wings		1,561
Mahon Library Front Entrance		37,663
Buddy Holly Roof Repairs		99,095
Hodges Community Center		20,326
Anthony Mechanical		21,805
City of Lubbock staff time		2,399
Bid cost		336
 <i>Agenda Item June 25, 2015</i>		
Lydick-Hooks Roofing Company		118,085
<b><i>Encumbered/Expended To Date</i></b>		<u>801,410</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Facility Maintenance		148,590
<b><i>Remaining Appropriation</i></b>		<u>148,590</u>
 <b>Total Appropriation</b>	 \$	 <u><u>950,000</u></u>

*Managing Department* **Facilities Management**

*Project Manager* **Wesley Everett**

*Project Classification* **Upgrade/Major Maintenance**

*Project Status* **Approved**



*Project Scope*

Major renovation and repair of City facilities. The first year of the project will be for the the Silent Wings Museum which requires exterior water-proofing work, wet seal and glazing of exterior windows, selected roof repairs (metal portion), removal of existing floor covering down to existing terrazzo flooring, and polish and repair of the terrazzo flooring as required. City facilities will be addressed/evaluated on an as needed basis. The project includes all City facilities.

FY 2013-14 funding is for the repair of the Silent Wings museum flooring.

FY 2014-15 funding is for the renovations of Silent Wings Museum which includes the fire alarm system, new sprinkler heads, overall renovations of the museum including new paint, carpet, etc.

*Project Justification*

Many City facilities require repair and renovation due to age and deterioration. The project will fund improvements on a priority basis as identified in the Facilities Maintenance Plan.

*Project History*

\$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

\$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$200,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	750,000	172,000	127,000	0	0	0	0	1,049,000
Construction Management Support	0	3,000	2,000	0	0	0	0	5,000
Design and Engineering	0	25,000	14,000	0	0	0	0	39,000
<b>Total Project Appropriation</b>	<b>750,000</b>	<b>200,000</b>	<b>143,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,093,000</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2011 General Fund Pay-As-You-Go	500,000	0	0	0	0	0	0	500,000
FY 2014 General Fund Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2015 General Fund Pay-As-You-Go	0	200,000	0	0	0	0	0	200,000
FY 2016 General Fund Pay-As-You-Go	0	0	143,000	0	0	0	0	143,000
<b>Total Funding Sources</b>	<b>750,000</b>	<b>200,000</b>	<b>143,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,093,000</b>



**Regular City Council Meeting**

**5. 10.**

**Meeting Date:** 06/25/2015

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### Information

#### Agenda Item

**Resolution - Radio Shop:** Consider two resolutions authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.

#### Item Summary

The City operates P25 simulcast radio system and 3,200 radios. The contracts will allow the Radio Shop to purchase portable radio batteries as needed to maintain the portable radios with good reliable batteries. This will also support 21 outside agencies in portable radio batteries. The battery life is one to two years.

Bids were submitted by the following vendors:

Battery Zone of Bethlehem, PA  
OSI Batteries of Oakwood, IL  
Battery Solutions, Inc. of Lubbock, TX  
CommLink Wireless Tech of Ft. Worth, TX  
Sun City Communication of El Paso, TX

Bid Tabulation Sheet is provided.

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

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

Bid Item 4: \$9692.00 from Battery Solutions, Inc. of Lubbock, Texas, is within \$14, or 0.9% of the low bid from a non-resident bidder, included an Affidavit of Eligibility (provided in backup).

Staff recommends contract award to OSI Batteries Oakwood, IL., also contract awarded to Batteries Solutions, Inc. of Lubbock, TX. who submitted bids within 5% of the low bids from a non-resident bidder and is eligible for contract award pursuant to Local Government Code 271.905(b). The contracts are awarded by unit cost. Actual

expenditures vary depending on actual needs. Battery Zone of Bethlehem, PA is listed as non-responsive in accordance to 17 of the General Conditions, the Bidder failed to satisfy that they are properly qualified to carry out the obligations of the contract. The term of contract term is for one year, with the option of four, one-year renewals.

**Fiscal Impact**

Batteries are charged out to the different departments and outside agencies.

**Staff/Board Recommending**

Mark Yearwood, Chief Information Officer, Assistant City Manager

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**Attachments**

Resolution & Contract - OSI Batteries

Resolution & Contract - Battery Solutions, Inc

Tab Sheet

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**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. 12264 for Radio Batteries and Chargers, by and between the City of Lubbock and OSI Batteries, of Oakwood, Ill., 61858, 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12264-OSI Batteries  
3.11.15

**City of Lubbock, TX  
Contract for Services for  
Radio Batteries and Chargers**

**THIS CONTRACT** made and entered into this 25 day of June, 2015, by and between the City of Lubbock ("City"), and OSI Batteries ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Radio Batteries and Chargers and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Radio Batteries and Chargers.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Radio Batteries and Chargers and more specifically referred to as items one through five on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. 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.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12184-PD, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Clifford Crow, Communications Manager

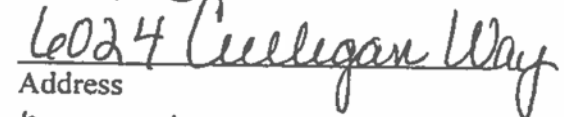
APPROVED AS TO FORM:


  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

CONTRACTOR

BY   
Authorized Representative

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
City, State, Zip Code

CITY OF LUBBOCK, TEXAS

Purchasing & Contract Management  
Batteries for Hand Held Radios – Annual Pricing

Specifications

The City of Lubbock is seeking a contract for batteries for hand held radios for an 800 MHz radio system. The successful vendor will provide batteries for the City to include, but will not be limited to the following:

1. Supplier must enter exactly what they are bidding (including make and model) onto the bid form in order for the bid to be considered.
2. Supplier MUST submit with solicitation a spec sheet stating the volts, Mah, chemistry and cell manufacturer.
3. Batteries that are designated as being Intrinsically Safe must be certified as being FM (Factory Mutual) Certified. A copy of the FM Certification from Factory Mutual Global must accompany the sellers' response. Self Certified IS batteries are not acceptable.
4. Date of manufacture - Supplier must clearly label date of manufacture on battery. Label must not use a code that requires a manufacturer's specific conversion chart to determine age of battery.
5. Warranty – The batteries must have a 12 month warranty or better. Batteries must maintain a charge of 80% or better for the first year with normal use.
6. Battery order – Supplier shall accept purchase order numbers for battery purchases. All batteries shall be delivered to the City of Lubbock, Radio Shop, 530 36th Street, Suite 200, Lubbock, TX 79404.
7. Delivery Time – Delivery time is very important. Supplier must deliver order within 2-3 working days after receipt of order.
8. Battery Invoicing – An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include: battery part number, unit price, total price, and the City's purchase order number.

**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, ITB 15-12184-PD for the purchase of Radio Batteries and Chargers, by and between the City of Lubbock and Battery Solutions, Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT, in reference to this purchase, the Council finds that this local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the award of the contract to the local bidder, including the employment of residents of the municipality and increased tax revenues to the municipality.

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

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Deputy City Attorney

RES Radio Solutions Inc-ITB 15-12185  
6.8.15

**City of Lubbock, TX  
Contract for Services for  
Radio Batteries and Chargers**

**THIS CONTRACT** made and entered into this 25 day of June, 2015, by and between the City of Lubbock ("City"), and Battery Solutions ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Radio Batteries and Chargers and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Radio Batteries and Chargers.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Radio Batteries and Chargers and more specifically referred to as items one through five on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. 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.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12184-PD, Specifications, and the Bid Form.

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

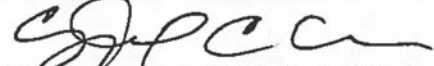
CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

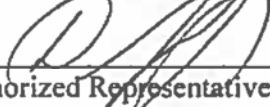
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Clifford Crow, Communication Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Deputy City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

DAN RAFFORD  
\_\_\_\_\_  
Print Name

2301-Ave. B  
\_\_\_\_\_  
Address

Lubbock, Tx. 79404  
\_\_\_\_\_  
City, State, Zip Code

CITY OF LUBBOCK, TEXAS

Purchasing & Contract Management  
Batteries for Hand Held Radios – Annual Pricing

Specifications

The City of Lubbock is seeking a contract for batteries for hand held radios for an 800 MHz radio system. The successful vendor will provide batteries for the City to include, but will not be limited to the following:

1. Supplier must enter exactly what they are bidding (including make and model) onto the bid form in order for the bid to be considered.
2. Supplier MUST submit with solicitation a spec sheet stating the volts, Mah, chemistry and cell manufacturer.
3. Batteries that are designated as being Intrinsically Safe must be certified as being FM (Factory Mutual) Certified. A copy of the FM Certification from Factory Mutual Global must accompany the sellers' response. Self Certified IS batteries are not acceptable.
4. Date of manufacture - Supplier must clearly label date of manufacture on battery. Label must not use a code that requires a manufacturer's specific conversion chart to determine age of battery.
5. Warranty – The batteries must have a 12 month warranty or better. Batteries must maintain a charge of 80% or better for the first year with normal use.
6. Battery order – Supplier shall accept purchase order numbers for battery purchases. All batteries shall be delivered to the City of Lubbock, Radio Shop, 530 36th Street, Suite 200, Lubbock, TX 79404.
7. Delivery Time – Delivery time is very important. Supplier must deliver order within 2-3 working days after receipt of order.
8. Battery Invoicing – An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include: battery part number, unit price, total price, and the City's purchase order number.

City of Lubbock, TX  
Radio Batteries and Chargers  
Bid Tabulation  
May 28, 2015

ITB 15-12184-PD

Radio Batteries and Chargers

Item	Description	Vendor	Location	Unit Price	Ext. Cost	
1	Harris P7300 2000 mAh or higher mAh OEM or equal to BT-023406-005	Battery Zone	Bethlehem, PA	\$ 26	*NR	
		OSI Batteries	Oakwood, IL	41	8,200	
		Battery Solutions	Lubbock, TX	44	8,748	
		ComLink Wireless				
		Tech.	Ft. Worth, TX	50	9,914	
2	Harris P7300 2400 NIMAh or higher mAh OEM or equal to BT-023406-004 Intrinsically Safe FM approved	OSI Batteries	Oakwood, IL	38	7,600	
		Battery Zone	Bethlehem, PA	38	NR	
		Battery Solutions	Lubbock, TX	125	24,928	
		CommLink Wireless				
		Tech	FT. Worth, TX	136	27,270	
3	Harris P7300 3600 mAh or higher mAh similar or equal to BT-023636-001	Battery Zone	Bethlehem, PA	29	NR	
		OSI Batteries	Oakwood, IL	48	9,600	
		Battery Solutions	Lubbock, TX	54	10,808	
		CommLink Wireless Tec	Ft. Worth, TX	61	12,248	
		Sun City				
		Communication	El Paso, TX	80	16,000	
4	ITech BC3506 QP-5 Intrinsically Safe FM battery Charger with ITech BA-4580 sleeves or equivalent Manufacturer.	Battery Zone	Bethlehem, PA	800	NR	
		CommLink Wireless				
		Tech	Ft. Worth, TX	968	9,678	
		Battery Solutions	Lubbock, TX	969	9,693	
5	Impact AC/DC-6-ma8 six bank charger or equivalent Manufacturer.	Battery Solutions	Lubbock, TX	216	NR	
		OSI Batteries	Oakwood, IL	230	3,450	
		Tech	Ft. Worth, TX	380	5,700	
		Battery Zone	Bethlehem, PA	385	5,775	
		Sun City				
		Communications	El Paso, TX	540	8,100	

\*NR Non-Responsive - Battery Zone of Bethlehem, PA



**Regular City Council Meeting**

**5. 11.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Community Development:** Consider a resolution authorizing the approval of funding recommendations proposed by the Community Development and Services Board (CDSB) for FY 2015-16. The funding sources originate from United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).

**Item Summary**

A public hearing was held on June 11, 2015 to consider recommendations of the CDSB for program funding of the FY 2015-16 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Emergency Shelter Grant (ESG), and previously generated program income. See attachment. HUD informed the City of Lubbock that the City was eligible to receive FY 2015-16 consolidated formula allocation. The funds, plus previously generated program income, bring the total available allocation amount to \$3,136,391. This year, the City received 29 applications for CDBG, HOME, and ESG funds, with requested amounts totaling over \$4.3 million. Lubbock citizens participated in this year's funding process through the activities of the CDSB. In making recommendations, the CDSB kept in mind the goals of the City Council and the Consolidated Plan priorities. A schedule of the recommended funding is included in the back-up.

**Fiscal Impact**

Federal funds will be used from the CDBG, HOME, ESG programs and previously generated program income. Maximum amount allocated to the projects and activities is \$3,136,391.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager

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**Attachments**

Resolution - Allocations

2015-16 Program Year Summary

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**RESOLUTION**

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

THAT the City Council of the City of Lubbock does hereby approve the proposal for the Community Development and Services Board FY 2015-2016 funding recommendations to the U. S. Department of Housing and Urban Development (HUD), under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG), along with any changes, and all related documents. Said proposal is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin Pruitt, Assistant City Attorney

Res. CDSB Funding Proposals FY 2015-2016  
May 27, 2015



**PROGRAM YEAR 2015-16 APPLICATIONS**

**Community Development Block Grant - \$1,935,068**  
**CDBG Public Service (15%) - \$290,260 available**

App #	Agency	Project	15-16		
			Requested	14-15 Funding	Subcommittee
PS-1	Boys & Girls Club	D-League	21,264	11,137	32,000
PS-2	CASA of the South Plains	Advocate Service for Lbk Foster Youth	32,500		35,000
PS-4	COL Parks & Rec	Summer Satellite	28,672	28,672	32,000
PS-6	Community Health Center	Dental Care Services	30,000	20,000	40,000
PS-7	Communities In Schools	CIS Model	18,000	15,000	34,500
PS-9	YWCA	Child Care Services	54,688	36,470	66,000
PS-10	YWCA	Special Needs	20,000	14,233	30,000
PS-11	YWCA	Youth Services	15,000	15,000	20,760
<b>TOTAL Requested</b>			<b>220,124</b>	<b>140,512</b>	<b>290,260</b>

**Total CDE \$1,935,068**  
**Community Development Block Grant OTHER - \$708,808 available**

		Project	2015-16		
			Requested	14-15 Funding	Recommended
Other-1	COL Com Dev Housing	Emergency Repair	250,000	295,000	305,000
Other-2	COL Com Dev Housing	HEEELP	250,000	250,000	250,000
Other-3	COL Com Dev Housing	Barrier Free Living	120,000	156,920	153,808
<b>Subtotal</b>			<b>620,000</b>		<b>708,808</b>
<b>Public Service (15%)</b>			<b>290,260</b>	<b>288,904</b>	<b>290,260</b>
	COL Com Dev Housing	Direct Delivery/Field Services	550,000	550,000	550,000
	COL Com Dev	Indirect Cost (part of Admin)	41,000	41,000	41,000
	COL Com Dev	Administration(20%)	345,000	344,206	345,000
<b>TOTAL</b>			<b>1,846,260</b>	<b>1,926,030</b>	<b>1,935,068</b>

**HOME Investment Partnership Grant- \$679,643**  
**Home Housing Programs \$611,678,70 available minus CHDO Set-aside (15%) \$101,946.45 = \$509,732.25**

		Project	2015-16		
			Requested	14-15 Funding	Recommended
HOME-	COL Com Dev Housing	New Construction	350,000	130,500	350,000 *
HOME-	COL Com Dev Housing	Rehab-Recon	450,000	386,037	262,733
HOME-	CHRB	CHDO Operations XX	50,000	27,545	27,000
HOME-	CHRB	Elderly/Handicapped Rental	115,986	110,000	101,947
HOME-	NELCDC	New Construction	290,000		100,000
HOME-	Guadalupe Economic Serv.	Mahon Neighborhood Revital.	171,600		85,000
<b>Subtotal</b>			<b>1,427,586</b>	<b>654,082</b>	<b>926,679</b>
<b>Admin (10%)</b>			<b>67,964</b>	<b>72,694</b>	<b>67,964</b>
		Home Admin			
		PI Admin			35,000
<b>TOTAL Requested</b>			<b>1,495,550</b>	<b>726,776</b>	<b>1,029,644</b>

**Emergency Solutions Grant - \$171,680 / Admin & HMIS = \$155,804 available**  
**Emergency Shelter and Street Outreach maximum 60% of allocation = \$103,008**

\* Denotes program income  
 ^(\$\$\$\$) = requested total amount

		Project	2015-16		
			Requested	14-15 Funding	Recommended
ESG-1	Alcoholic Recovery	Emergency Shelter - Operations	18,000	18,000	18,000
ESG-2	Family Promise (\$37,000)	Emergency Shelter - Operations	25,300	16,000	16,000
	Family Promise	Rapid Re-housing	21,000	22,100	21,000
ESG-3	Salvation Army (\$49,804)	Emergency Shelter -Ess Ser	15,000	14,000	14,000
	Salvation Army	Emergency Shelter - Operations	30,000	29,500	15,804
	Salvation Army	Homeless Prevention	20,000	4,349	10,000
	Salvation Army	Rapid Re-housing	15,000	10,000	10,000
ESG-4	WPS (\$46,000)	Emergency Shelter - Ess Ser	19,377	part of ES-Op	15,000
	Womens Protective Services	Emergency Shelter-Operations	4,025	15,542	5,000
	Womens Protective Services	Rapid Re-housing	36,000	26,000	26,000
ESG-5	BCFS	Homeless Prevention	5,000		5,000
<b>Subtotal</b>			<b>208,702</b>		<b>155,804</b>
<b>HMIS</b>			<b>3,000</b>		<b>3,000</b>
<b>COL CD</b>			<b>12,876</b>	<b>12,607</b>	<b>12,876</b>
<b>TOTAL Requested</b>			<b>224,578</b>	<b>168,098</b>	<b>171,680</b>



**Regular City Council Meeting**

**5. 12.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Ordinance 2nd Reading: – Planning:** Consider Ordinance 2015-O0059 for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street.

**Item Summary**

On May 28, 2015, the City Council approved the first reading of the ordinance.

**General comments:**

This request is to convert a residential lot (residential estates) to a GO tract. The GO district is intended to be of a scale and style to be compatible with residential areas, so the character of the buildings should not see much change.

**Adjacent land uses:**

- N: (R-1 Specific Use) Residential Estates
- S: (R-1 Specific Use) Single Family homes with reduced setbacks
- E: (R-1 Specific Use) Residential Estates
- W: (R-1 Specific Use) Residential Estates

**Comprehensive Land Use Plan (CLUP):**

The request is a minor change to the CLUP. The GO districts between major thoroughfares is an acceptable buffer between residential areas along major thoroughfares, but in no way should this be a step zone to a Commercial use.

**Zoning Policy:**

The proposed property has been occupied at some point in time with a manufactured home and is permitted livestock. Based on the location along a major thoroughfare, the proposed zone change would add a buffer between the major thoroughfare and the residential estates and vice-versa.

**Effect on the adjacent street and thoroughfare system:**

Please refer to Recommendation. Even GO can have a negative effect on the thoroughfare system if egress points are not limited and shared. Staff does not want to promote an excessive number of curb cuts along any area of strip GO.

**Recommendations:**

On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote with the following condition:

1. The manufactured home on the property must be removed prior to issuing a building permit.

**Fiscal Impact**

None.

**Staff/Board Recommending**  
Bill Howerton, Assistant City Manager

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**Attachments**

Ordinance - Zone Case 2543-E  
Zone Case 2543-E

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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. 2543-E**; A ZONING CHANGE FROM **R-1 SPECIFIC USE TO GO** ZONING DISTRICT ON **LOT 32, COLONIAL HEIGHTS ADDITION, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 2543-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 **R-1 Specific use** to **GO** zoning district on **Lot 32, Colonial Heights Addition, City of Lubbock, Lubbock County, Texas** located at **1912 98<sup>th</sup> Street**.

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

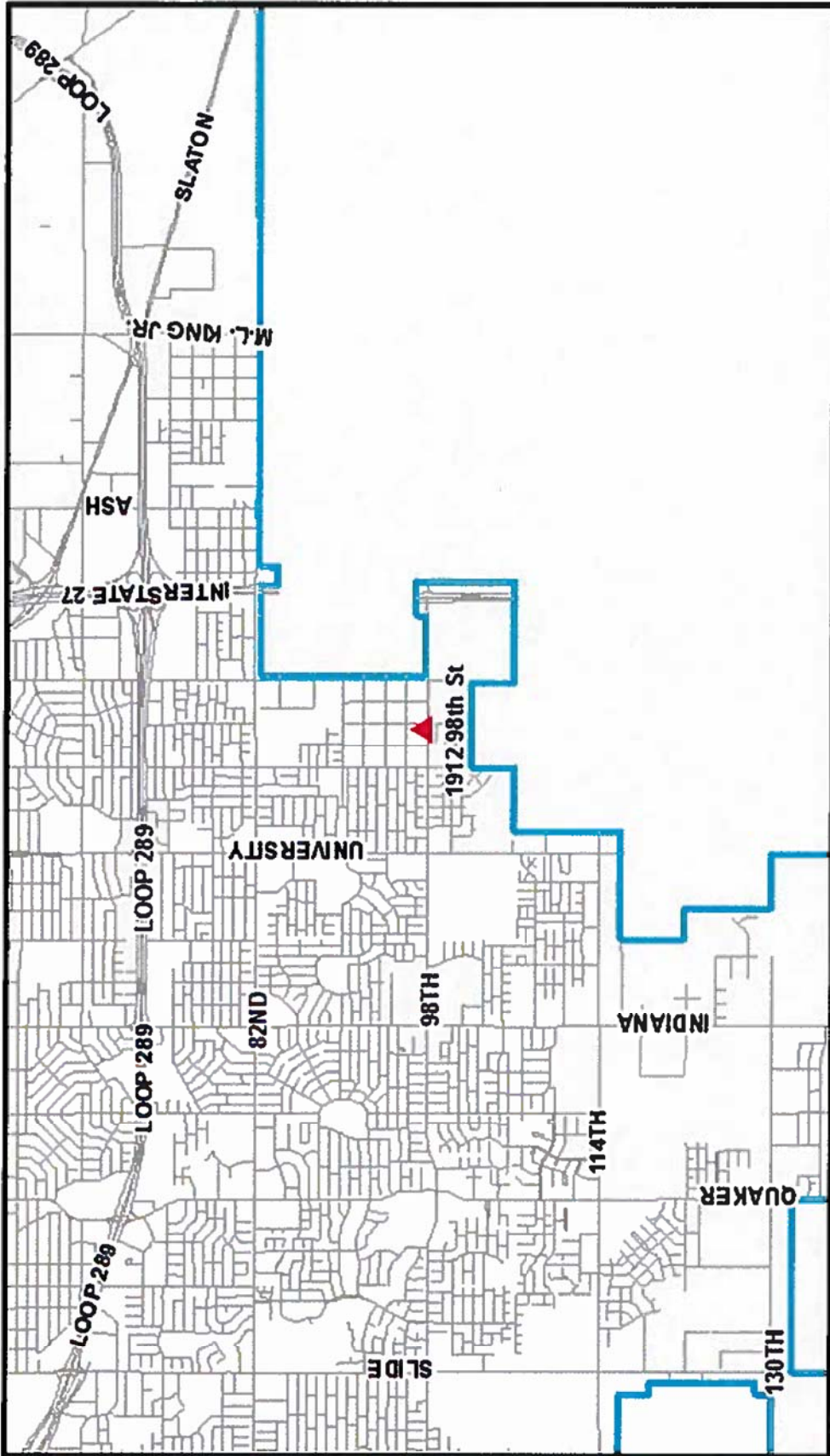
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

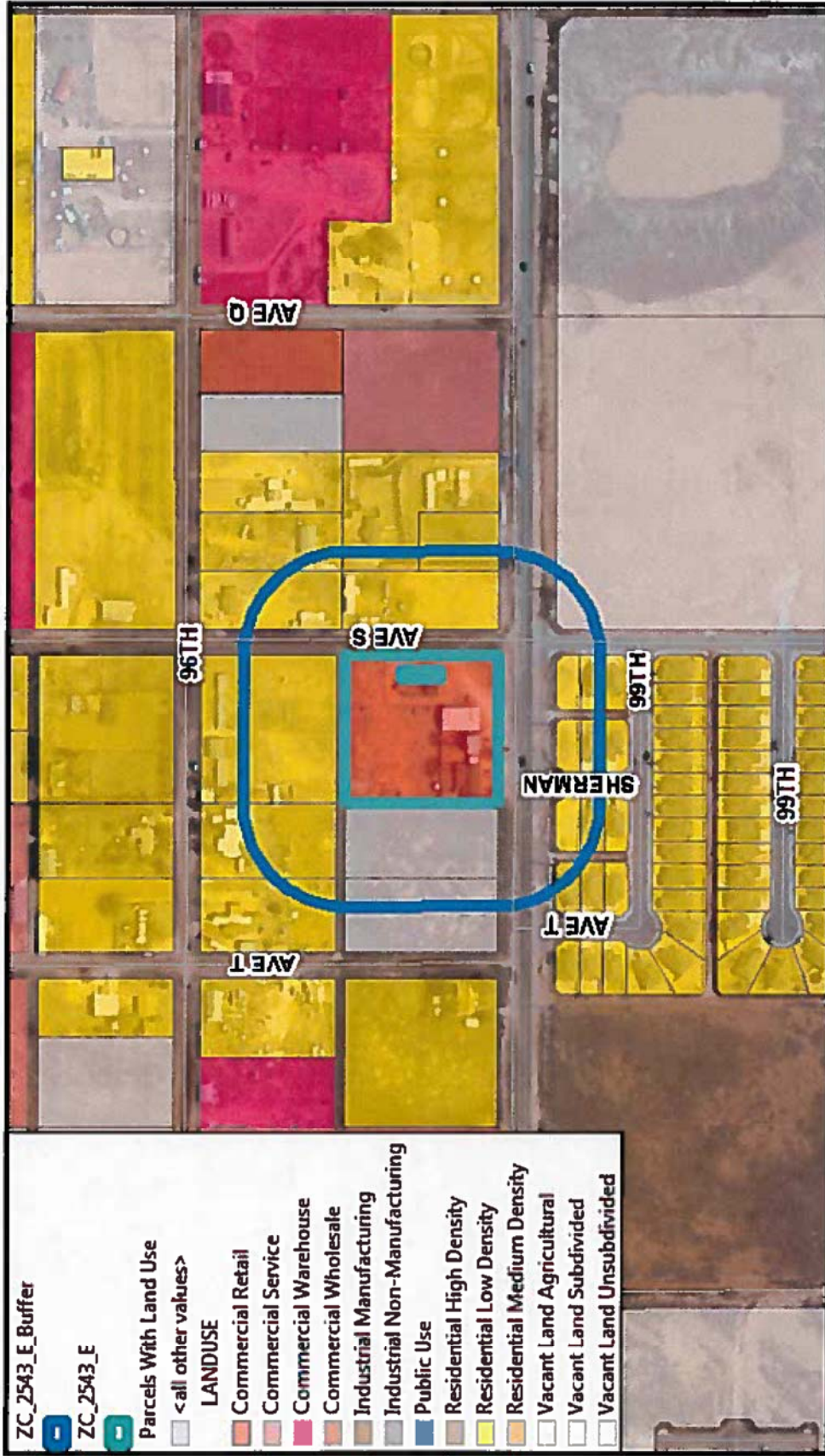
vw/CityAtt/Justin/Zones/ZC2543-E  
May 7, 2015



# P.Z.C. Case 2543-E



# P.Z.C. Case 2543-E Zoning



# P.Z.C. Case 2543-E

Request of Brent Birdwell for a zoning change from R-1 Specific Use to GO, 1912  
98<sup>th</sup> Street



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Brent Birdwell + Tannah Birdwell For
1912 98th
Lubbock TX 79423
(800) 241-3109

Location or Address: 1912 98th Street
Legal Description: Colonial Hts L 32
Existing Land Use: Residential Existing Zoning: Residential
Acreage or Square Footage of Property: approximately 2.5 acres
Zoning Requested: G0

Proposed Development: offices

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature Tannah Birdwell Date

Filing Fee: 481.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 13491 map 19

Zone Case No.: 2543-E Agenda No.:
Request for zoning change from: R1 SP use To: G0

on Lot(s): 32 Block(s):
Subdivision: Colonial heights Address: 1912 98th St



**Regular City Council Meeting**

**5. 13.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute contract 12396 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City of Lubbock and the Texas Department of Public Safety (DPS) - Reprographics and Distribution Services Division, and related documents.

**Item Summary**

State law requires the Police Department to purchase supplies from the DPS for the use of breath-testing in the laboratory alcohol and drug testing program. DPS requires an interlocal contract between DPS and the City of Lubbock to purchase these supplies. The contract is effective September 1, 2015 and expires August 31, 2017. Cost of supply items are in accordance with the DPS Non-DPS Agency's price sheet.

**Fiscal Impact**

As budgeted for supplies.

**Staff/Board Recommending**

Roger Ellis, Chief of Police

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**Attachments**

Resolution & Contract - TDPS

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RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement between the City of Lubbock and the Texas Department of Public Safety – Reprographics and Distribution Services Division (DPS) for the provisioning of certain forms, manuals, gunshot residue kits, supplies for the Intoxilyzer Breath Testing Program, and the Laboratory and Alcohol and Drug Testing Program, pursuant to Contract No. 11388 and Resolution 2013-RO221. Said Interlocal Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

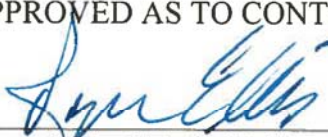
Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace  
Assistant City Attorney

S:\cityatt\CCDOCS\RES.DPS-ReprographicsandSupplies.2015.docx

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
ROBERT J. BODISCH, SR.  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
MANNY FLORES  
FAITH JOHNSON  
STEVEN P. MACH  
RANDY WATSON

May 1, 2015

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2015. Enclosed is the revised contract effective September 1, 2015 through August 31, 2017.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

Bruce Tabor, Director,  
Reprographics & Distribution Services



THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Lubbock Police Department  
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By:   
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chief of Police  
Title

\_\_\_\_\_  
Title

Date: 05/22/15

Date: \_\_\_\_\_

CITY OF LUBBOCK

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

  
**John C. Grace**  
State Bar No. 00787574

## INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF  
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING  
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

**DPS GENERAL STORES**  
**P.O.BOX 15999**  
**AUSTIN, TEXAS 78761-5999**

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

**DPS GENERAL STORES**  
**512-424-5424**  
**512-424-5718**

(2)

**NON DPS AGENCIES PRICE SHEET**

**AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED  
TO PURCHASE PRINTED MATERIALS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	<b>DIC 23</b> PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 23A</b> SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 24</b> STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 25</b> NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 54</b> PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 55</b> STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 56</b> BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 57</b> NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
<b>DIC SPANISH FORMS:</b>				
_____	<b>DIC 24S</b> DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 25S</b> NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>DIC 57S</b> NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
<b>THP FORMS:</b>				
_____	<b>THP 1</b> OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>
_____	<b>THP 1A</b> SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>

_____	<b>THP 51</b> STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP 51A</b> AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP/BR 38</b> INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	_____ <b>\$0.00</b>

**\*MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT  
ON FILE TO PURCHASE ITEMS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ <b>\$0.00</b>
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	_____ <b>\$0.00</b>
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	_____ <b>\$0.00</b>
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ <b>\$0.00</b>
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ <b>\$0.00</b>
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ <b>\$0.00</b>

**TOTAL ENCLOSED** \_\_\_\_\_ **\$0.00**

(Items from pages 3 & 4)

**MAIL ORDERS AND PAYMENTS TO:**

**GENERAL STORES**

**P.O. BOX 15999**

**AUSTIN, TEXAS 78761-5999**

**512 -424-5424**

**512-424-5718**

**(4)**

**USING YOUR LETTERHEAD, PRINT THIS PAGE,  
ATTACH ORDER SHEETS, AND MAIL TO:  
GENERAL STORES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999**

DATE \_\_\_\_\_

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

\_\_\_\_\_

Title \_\_\_\_\_

Tax exempt number \_\_\_\_\_

Contact person \_\_\_\_\_ Phone number \_\_\_\_\_

Physical Address (City, State, Zip)

\_\_\_\_\_

Email Address

\_\_\_\_\_



**Regular City Council Meeting**

**5. 14.**

**Meeting Date:** 06/25/2015

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### **Information**

#### **Agenda Item**

**Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the Fiscal Year 2015 Justice Assistance Grant Program.

#### **Item Summary**

The Justice Assistance Grant (JAG) Program funds local government activities to prevent and control crime. As the City's population is larger than the County population, the grant defines this as "a funding disparity." Due to the defined disparity, the City and Lubbock County enter into an Interlocal Agreement under the Lubbock County Joint Enforcement Initiative Program for the purposes of jointly applying and splitting the grant award. The Lubbock Police Department manages the grant. The City and Lubbock County have jointly applied for and received the Edward Byrne Memorial JAG each year since 2005. The memorandum of understanding is necessary to apply for the grant.

#### **Fiscal Impact**

The City will provide to the County \$85,492.50 from the \$170,985.00 JAG award for the FY 2015-16 JAG Lubbock County Joint Law Enforcement Initiative Program.

#### **Staff/Board Recommending**

Roger Ellis, Chief of Police

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### **Attachments**

Resolution - JAG

Agreement - JAG

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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 Memorandum of Understanding, by and between the City of Lubbock and Lubbock County, regarding the division of the local allocation of the Fiscal Year 2015-2016 Justice Assistance Grant Program from the United States Department of Justice, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Hartsell, Deputy City Attorney

vw/ccdocs/MOU-Lubbock County for JAG  
June 8, 2015

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS**

**2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$85,492.50 from the JAG award for the FY2015 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM; and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follow:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$85,492.50 of JAG funds.

**Section 2.**

COUNTY agrees to use \$85,492.50 for the FY2015 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE Program until September 30, 2018.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**CITY OF LUBBOCK, TEXAS**

**COUNTY OF LUBBOCK, TEXAS**


\_\_\_\_\_  
GLEN C. ROBERTSON, Mayor

\_\_\_\_\_  
TOM HEAD, County Judge

ATTEST:

\_\_\_\_\_  
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
ROGER ELLIS, Police Chief

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JEFF HARTSELL, Deputy City Attorney

ATTEST:

\_\_\_\_\_  
KELLY PINION, County Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
KELLY S. ROWE, Sheriff

APPROVED AS TO FORM:

\_\_\_\_\_  
NEAL BURT, Assistant District Attorney

## 2014 TEXAS JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2014 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

TX	ANGELINA COUNTY	County	*	
TX	LUFKIN CITY	Municipal	\$16,470	\$16,470
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	\$73,354	
TX	TEMPLE CITY	Municipal	\$16,525	\$89,879
TX	BEXAR COUNTY	County	\$42,181	
TX	SAN ANTONIO CITY	Municipal	\$618,366	\$660,547
TX	BOWIE COUNTY	County	\$10,593	
TX	TEXARKANA CITY	Municipal	\$38,236	\$48,829
TX	BRAZORIA COUNTY	County	*	
TX	PEARLAND CITY	Municipal	\$10,428	\$10,428
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	\$31,615	
TX	COLLEGE STATION CITY	Municipal	\$27,560	\$59,175
TX	CAMERON COUNTY	County	\$12,966	
TX	BROWNSVILLE CITY	Municipal	\$42,374	
TX	HARLINGEN CITY	Municipal	\$27,780	\$83,120
TX	CHEROKEE COUNTY	County	*	
TX	JACKSONVILLE CITY	Municipal	\$11,835	\$11,835
TX	COLLIN COUNTY	County	*	
TX	MCKINNEY CITY	Municipal	\$19,228	
TX	PLANO CITY	Municipal	\$35,229	\$54,457
TX	CORYELL COUNTY	County	*	
TX	COPPERAS COVE CITY	Municipal	\$10,731	\$10,731

TX	DALLAS COUNTY	County	*	
TX	BALCH SPRINGS CITY	Municipal	\$16,276	
TX	CARROLLTON CITY	Municipal	\$15,725	
TX	DALLAS CITY	Municipal	\$713,708	
TX	DESOTO CITY	Municipal	\$11,504	
TX	DUNCANVILLE CITY	Municipal	\$10,428	
TX	GARLAND CITY	Municipal	\$43,091	
TX	GRAND PRAIRIE CITY	Municipal	\$46,595	
TX	IRVING CITY	Municipal	\$42,760	
TX	MESQUITE CITY	Municipal	\$36,443	
TX	RICHARDSON CITY	Municipal	\$14,842	\$951,372
TX	DENTON COUNTY	County	*	
TX	DENTON CITY	Municipal	\$27,063	
TX	LEWISVILLE CITY	Municipal	\$16,690	\$43,753
TX	ECTOR COUNTY	County	\$10,842	
TX	ODESSA CITY	Municipal	\$71,092	\$81,934
TX	EL PASO COUNTY	County	\$21,987	
TX	EL PASO CITY	Municipal	\$236,643	\$258,630
TX	GALVESTON COUNTY	County	*	
TX	GALVESTON CITY	Municipal	\$26,787	
TX	TEXAS CITY	Municipal	\$13,656	\$40,443
TX	GRAYSON COUNTY	County	*	
TX	SHERMAN CITY	Municipal	\$13,159	\$13,159
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	\$39,946	\$39,946
TX	HARRIS COUNTY	County	\$617,842	
TX	HOUSTON CITY	Municipal	\$1,792,973	\$2,410,815
TX	HARRISON COUNTY	County	*	
TX	MARSHALL CITY	Municipal	\$13,518	\$13,518
TX	HAYS COUNTY	County	*	
TX	SAN MARCOS CITY	Municipal	\$13,104	\$13,104
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	\$14,566	\$14,566
TX	HUNT COUNTY	County	*	
TX	GREENVILLE CITY	Municipal	\$15,366	\$15,366
TX	HUTCHINSON COUNTY	County	*	
TX	BORGER CITY	Municipal	\$12,056	\$12,056
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	\$88,582	
TX	PORT ARTHUR CITY	Municipal	\$33,022	\$121,604
TX	JIM WELLS COUNTY	County	*	
TX	ALICE CITY	Municipal	\$15,007	\$15,007
TX	KLEBERG COUNTY	County	*	
TX	KINGSVILLE CITY	Municipal	\$17,656	\$17,656

TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	\$12,883	\$12,883
TX	LUBBOCK COUNTY	County	\$12,000	
TX	LUBBOCK CITY	Municipal	\$158,985	\$170,985
TX	MCLENNAN COUNTY	County	*	
TX	BELLMEAD CITY	Municipal	\$14,069	
TX	WACO CITY	Municipal	\$61,768	\$75,837
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	\$31,422	\$31,422
TX	NACOGDOCHES COUNTY	County	*	
TX	NACOGDOCHES CITY	Municipal	\$15,614	\$15,614
TX	NAVARRO COUNTY	County	*	
TX	CORSICANA CITY	Municipal	\$14,125	\$14,125
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	\$168,613	\$168,613
TX	ORANGE COUNTY	County	*	
TX	ORANGE CITY	Municipal	\$11,338	\$11,338
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	\$102,183	\$102,183
TX	SMITH COUNTY	County	\$18,897	
TX	TYLER CITY	Municipal	\$46,595	\$65,492
TX	TARRANT COUNTY	County	\$10,042	
TX	ARLINGTON CITY	Municipal	\$157,468	
TX	FORT WORTH CITY	Municipal	\$369,834	
TX	HURST CITY	Municipal	\$15,476	
TX	NORTH RICHLAND HILLS CITY	Municipal	\$16,028	\$568,848
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	\$40,774	\$40,774
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	\$22,539	\$22,539
TX	TRAVIS COUNTY	County	\$36,139	
TX	AUSTIN CITY	Municipal	\$294,217	\$330,356
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	\$32,553	\$32,553
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	\$15,145	\$15,145
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	\$90,982	\$90,982
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	\$38,539	\$38,539

TX	WILLACY COUNTY	County	*	
TX	RAYMONDVILLE CITY	Municipal	\$11,504	\$11,504
TX	WILLIAMSON COUNTY	County	*	
TX	ROUND ROCK CITY	Municipal	\$10,262	\$10,262
TX	ALAMO CITY	Municipal	\$13,794	
TX	BASTROP COUNTY	County	\$19,145	
TX	BAYTOWN CITY	Municipal	\$20,966	
TX	BEDFORD TOWN	Municipal	\$14,483	
TX	COMAL COUNTY	County	\$17,408	
TX	CONROE CITY	Municipal	\$18,318	
TX	CLEBURNE CITY	Municipal	\$13,297	
TX	DONNA CITY	Municipal	\$10,152	
TX	EDINBURG CITY	Municipal	\$24,028	
TX	EULESS CITY	Municipal	\$10,042	
TX	FORT BEND COUNTY	County	\$71,782	
TX	HALTOM CITY	Municipal	\$10,980	
TX	HENDERSON COUNTY	County	\$15,559	
TX	HIDALGO COUNTY	County	\$46,650	
TX	HUMBLE CITY	Municipal	\$10,290	
TX	JOHNSON COUNTY	County	\$10,235	
TX	KAUFMAN COUNTY	County	\$12,828	
TX	LIBERTY COUNTY	County	\$13,959	
TX	MCALLEN CITY	Municipal	\$19,614	
TX	MONTGOMERY COUNTY	County	\$56,030	
TX	PASADENA CITY	Municipal	\$49,629	
TX	PHARR CITY	Municipal	\$21,435	
TX	SAN JUAN CITY	Municipal	\$18,704	
TX	WESLACO CITY	Municipal	\$20,966	
<b>Local total</b>			<b>\$7,478,688</b>	



**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue, and consider an ordinance.

**Item Summary**

General comments:

Request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.

Adjacent land uses:

N: R-1, Parkway Drive

S: C-4 & R-2, Vacant Commercial, Old Clinic.

E: C-3 & R-1, Convenience Store, Tobacco Road and Residential.

W: C-3, MLK Burger Restaurant

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

There are two types of zoning on the property; C-2 and C-4. The proponent is requesting C-3 zoning to be able to construct a new Stripes convenient store on the property. Currently the proposed store could be constructed on the south portion of the property, but not along the north portion zoned C-2 because gas pumps are not permitted within this zoning district. C-3 zoning on this property is a down-zone from C-4 and an up-zone from C-2, and would be a viable fit since most of the properties are zoned C-3. Based on the surrounding and existing zoning the request is consistent with our zoning policies.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

Staff recommends approval.

On June 2, 2015, the Planning & Zoning Commission recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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**Attachments**

916-C Ordinance

916-C Backup

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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. 916-C; A ZONING CHANGE FROM C-2 AND C-4 TO C-3 ZONING DISTRICT ON TRACT E, TRACT II, AND THE NORTH 42.75 FEET OF TRACT J, WILSHIRE PARK ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 916-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 **C-2 and C-4 to C-3 zoning district on Tract E, Tract II, and the north 42.75 feet of Tract J, Wilshire Park Addition, City of Lubbock, Lubbock County, Texas, located at 2530 Parkway Drive and 102 and 108 Cherry Avenue.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

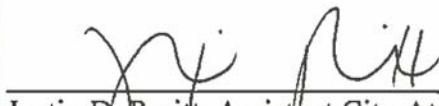
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

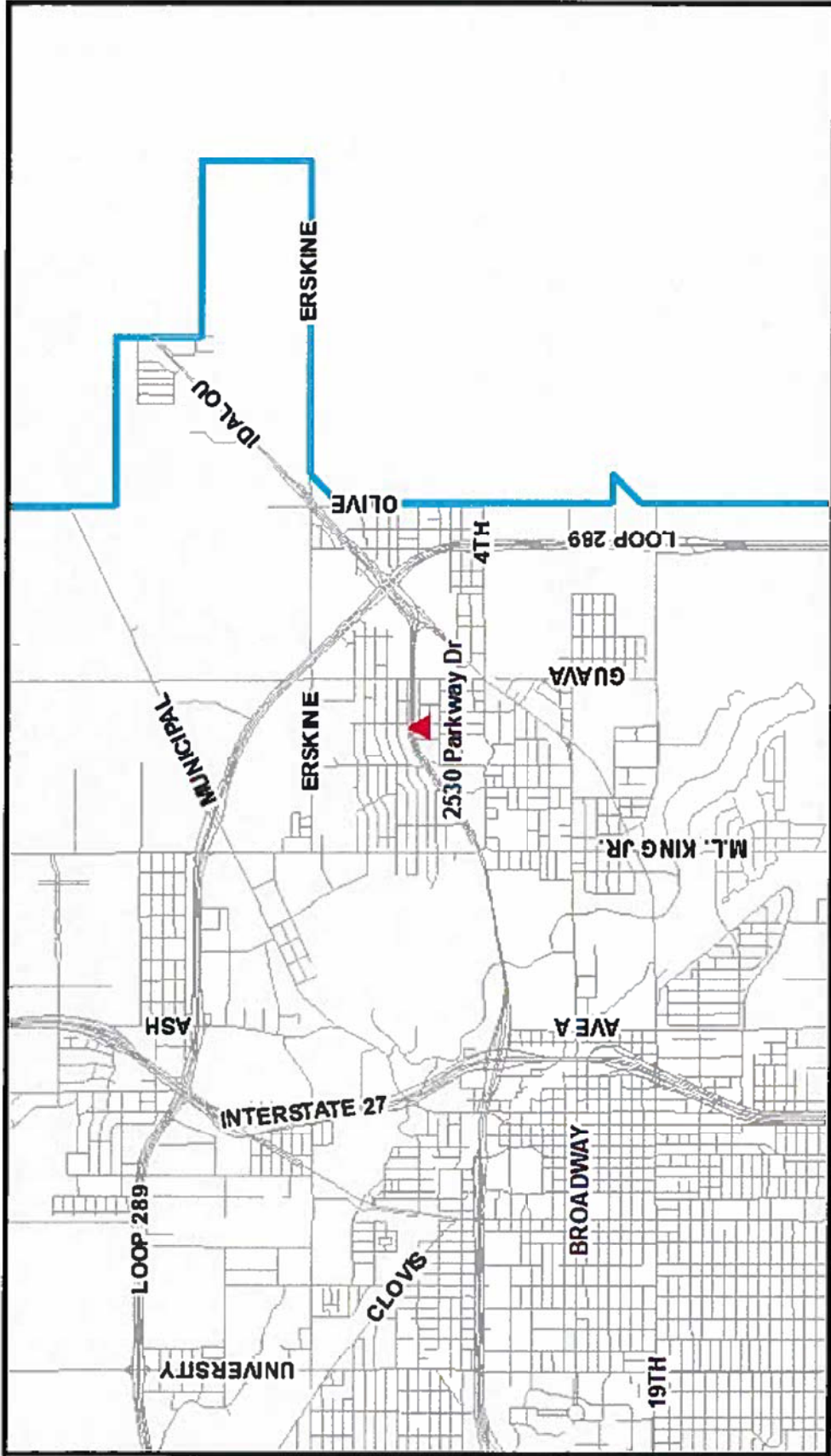
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

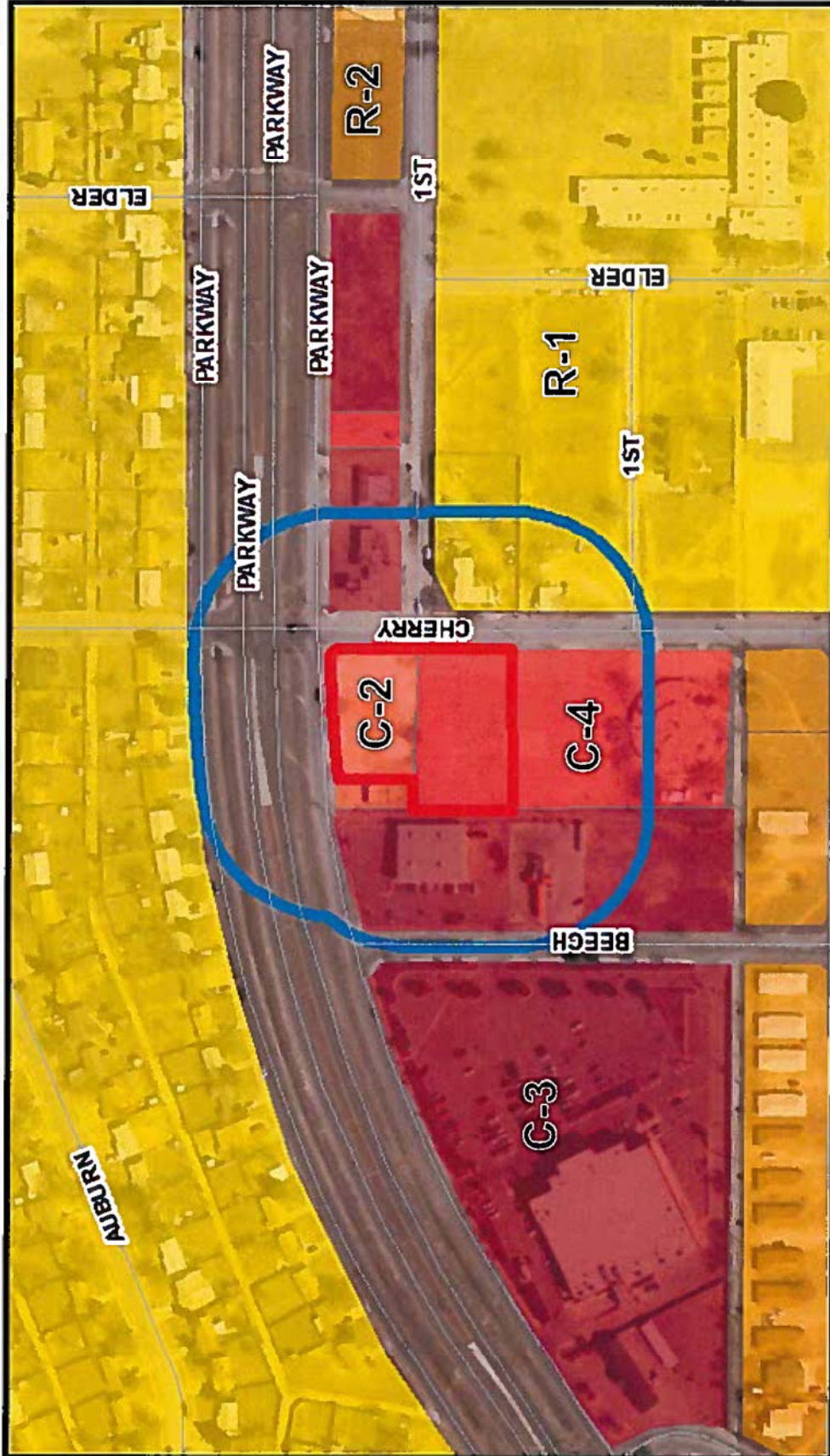
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

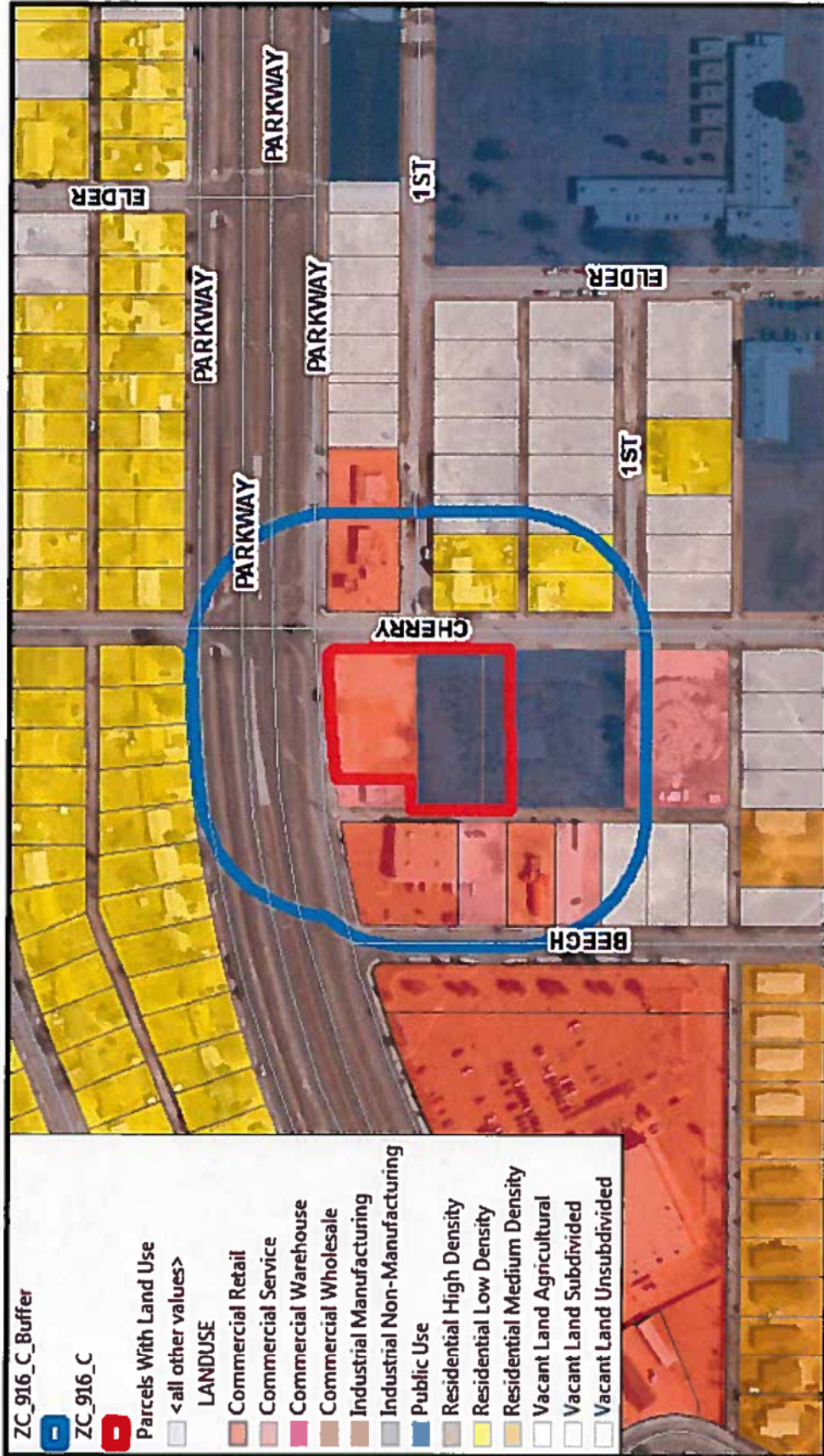
vw/cityatt/Justin/ZoneCase/ZC916-C  
June 2, 2015



# P.Z.C. Case 916-C



## P.Z.C. Case 916-C Zoning



## P.Z.C. Case 916-C

**Request of Jennifer Paz (for Stripes LLC) for a zoning change from C-2 and C-4 to C-3, 2530 Parkway Drive and 102 and 108 Cherry Avenue**



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Jennifer Paz -HFA For STRIPES LLC
21056 S. Loop West, Suite 525 4525 Ayers Street
Houston TX 77054 Corpus Christi TX 7
713) 702-0987 661) 884-2463

Location or Address: 2530 Parkway Drive
Legal Description: see legal description on exhibit
Existing Land Use: Vacant Existing Zoning: C-2 Local Retail
Acreage or Square Footage of Property: 1.425 acres or 62,092 sqft.
Zoning Requested: C-2 Local Retail to C-3 General Retail

Proposed Development: Rezoning is necessary for the development of a Stripes Convenience Store.

If property is not subdivided, will preliminary plat be submitted? Yes No X
Applicant's Signature Date 5/5/15

Filing Fee: \$478.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only map map 14

Zone Case No.: 9112-C Agenda No.:
Request for zoning change from: C-2 C-4 To: C-3
on Tract E, Tract H and the north 42.75' of Tract J
1.425 acres of unplatted land out of Block A section 1092

on Lot(s): Block(s):
Subdivision: Wilshire Park Address: 2530 Parkway Drive, 102 Cherry Ave, + 108 Cherry Ave



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 916-C

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 22 REC'D  
PLANNING DEPARTMENT

Print Name

MIRASAAD MOUSAVI TAM

Signature:

ASAD M

Address:

3001 S LOOP 289 APT B 202 LUBBOCK TX

Address of Property Owned:

107 Beech AVE

79423



**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue, and consider an ordinance.

**Item Summary**

General comments:

The request is for a zoning change to A-1 from an existing Garden Office zoning.

Adjacent land uses:

To the west and south of this property is vacant A-1 zoning. North of this tract is a vacant Garden Office tract. East of this property is zoned transitional.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The requested change continues a buffer district that separates the future single family neighborhood from the future garden office and 98th Street, therefore is consistent with the city's zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be little to no effect on the thoroughfare system. The upgraded paving of 98th Street, like most thoroughfares, will come with a justified traffic demand for thoroughfare paving.

Recommendations:

The Staff recommends the case for approval.

On June 2, 2015 the P&Z Commission recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager

P&Z Commission

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**Attachments**

[3003-E Ordinance](#)

[3003-E Backup](#)

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. 3003-E**; A ZONING CHANGE FROM GO TO A-1 ZONING DISTRICT ON **1.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 21, 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. 3003-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 **GO** to **A-1** zoning district on **1.5 acres of unplatted land out of Block AK, Section 21, City of Lubbock, Lubbock County, Texas, located at south of 98<sup>th</sup> Street and east of Milwaukee Avenue**, 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 \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

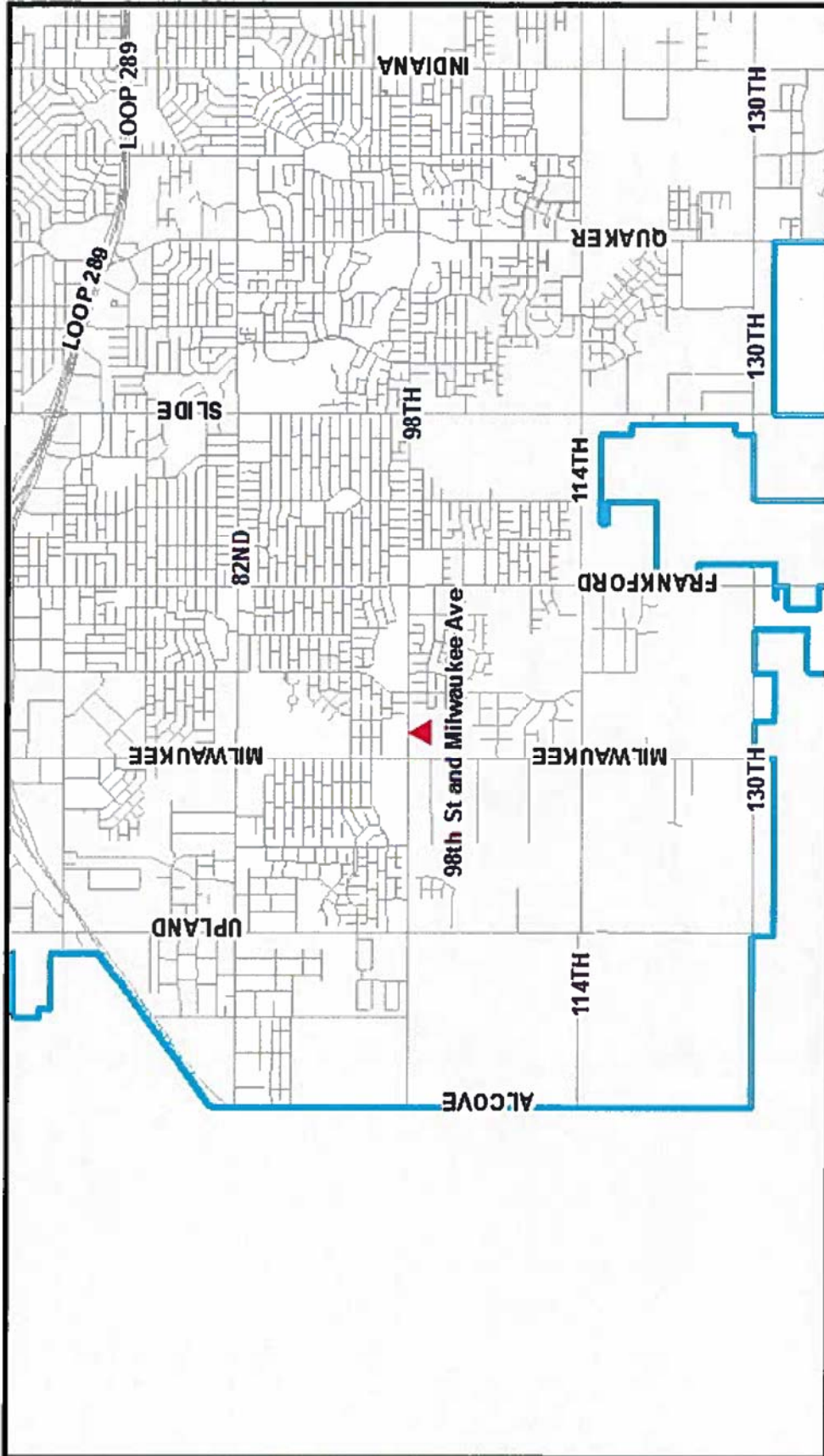
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

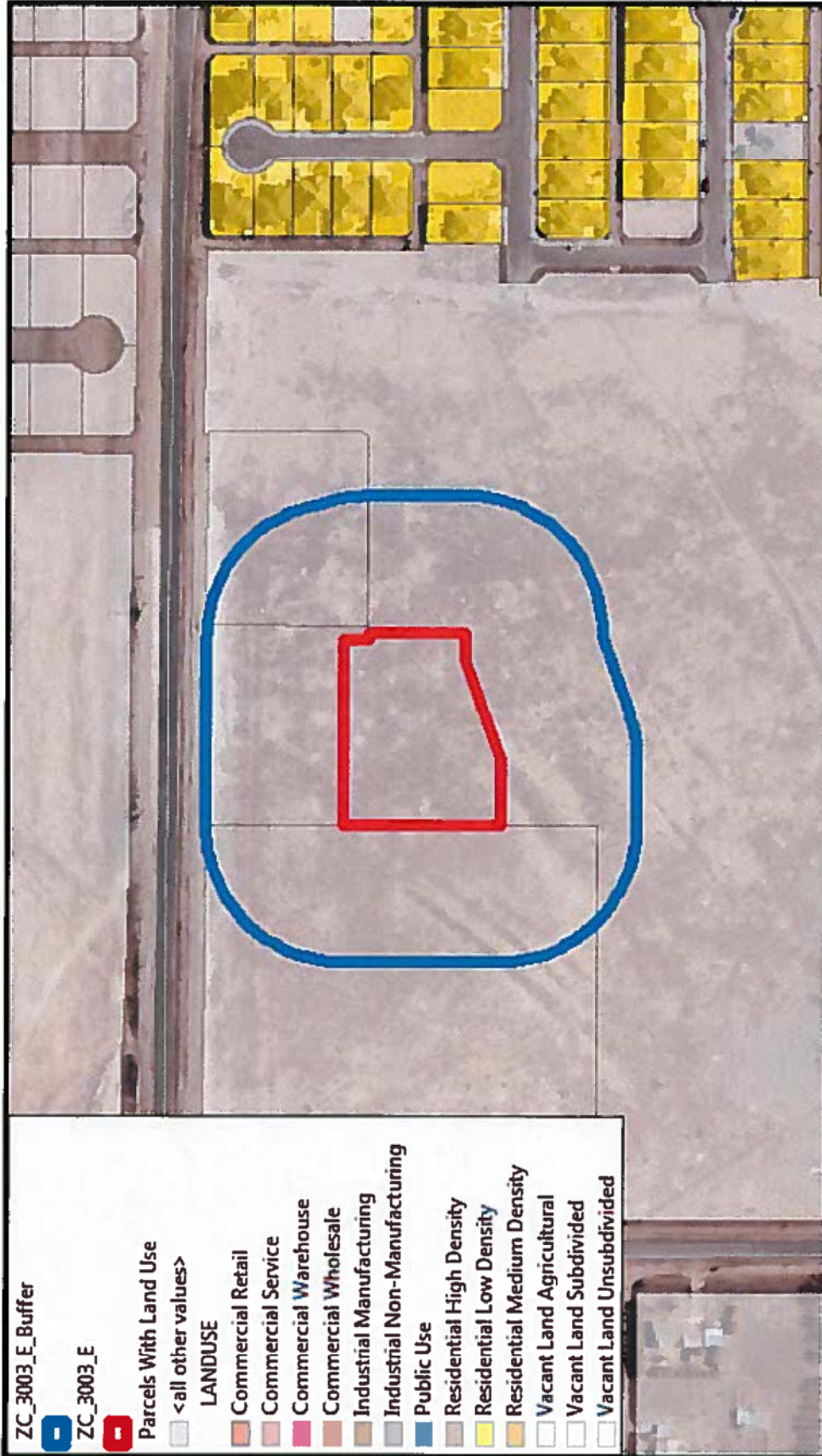
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3003-E  
June 2, 2015



# P.Z.C. Case 3003-E



## P.Z.C. Case 3003-E

**Request of Hugo Reed and Associates, Inc. (for Fountain Hills LP) for a zoning change from GO to A-1, south of 98<sup>th</sup> Street and east of Milwaukee Avenue**



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Fountain Hills LP
5211 70th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5428
Telephone

Location or Address: Section 21, Block AK

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: GO

Acreage or Square Footage of Property: 1.5 acres

Zoning Requested: A-1

Proposed Development: Unspecified multifamily

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holmes
Applicant's Signature

May 11, 2015
Date

Filing Fee: \$478 ( FH # 1918)
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3003-E

Agenda No.:

Request for zoning change from: GO

To: A-1

1.5 acres of unplatted land out cut of block A & section 21

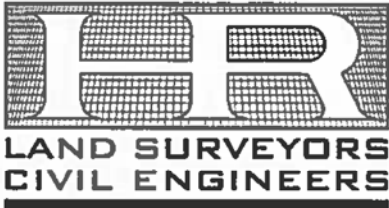
on Lot(s):

Block(s):

Subdivision: 238

Address: 6307 98th St
S of 98th + east of Milwaukee
large tract





# HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891  
TEXAS REGISTERED ENGINEERING FIRM F-760  
TEXAS LICENSED SURVEYING FIRM 100676-00

**METES AND BOUNDS DESCRIPTION** of an approximate 1.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

**BEGINNING** at a point for the Southwest corner of this tract which bears S. 87°59'54" E. an approximate distance of 660.0 feet and S. 01°50'54" E. an approximate distance of 507.0 feet from the Northwest corner of said Section 21, Block AK, Lubbock County, Texas;

THENCE N. 01°50'54" E. an approximate distance of 242.0 feet to a point for the Northwest corner of this tract;

THENCE S. 87°59'54" E. an approximate distance of 283.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°48'39" W. an approximate distance of 40.0 feet to a point;

THENCE S. 87°59'54" E. an approximate distance of 10.0 feet to a point;

THENCE S. 01°48'39" W. an approximate distance of 148.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°11'21" W. an approximate distance of 43.1 feet to a point;

THENCE S. 72°18'45" W. an approximate distance of 159.1 feet to a point;

THENCE N. 88°09'06" W. an approximate distance of 100.6 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

Prepared for Carl Mortensen

May 26, 2015

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.**



**Regular City Council Meeting**

**6. 3.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street, and consider an ordinance.

**Item Summary**

**General comments:**

Request of Kay Pruitt (for Rusty Hendrick) for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42 (7602 34th Street).

**Adjacent land uses:**

N: (R-1) Vacant Undeveloped land

S: (T) Vacant land and existing structures

E: (C-4) Vacant Land

W: (M-1) Sun Star Electric Company (West of that property is C-4 nursery)

**Comprehensive Land Use Plan:**

The request is consistent with the Comprehensive Land Use Plan.

**Zoning Policy:**

The property is between an existing C-4 zoned property to the East and an Industrial Electric Warehouse to the West. The area is complex because of the railroad cuts through the area diagonally, the M-1 and C-4 properties currently in place.

Although the property exceeds the 10 acre area policy for commercial corners, R-1 would not be a viable use or solution for the property. Staff recommends the change to M-1 limiting the uses to offices along 34th street and warehouse uses along Yuma.

**Effect on the adjacent street and thoroughfare system:**

None. The property is located along a major thoroughfare and a proposed residential street(Yuma). Careful consideration should be taken to prevent excessive drive approaches along Yuma, and access to 34th street should be limited to 1 access point.

**Recommendations:**

Staff recommends approval subject to the following conditions:

1. Tied to the proposed site plan, including curb cuts.

On June 2, 2015 the P&Z Commission recommended the request with a unanimous vote with the following conditions:

1. Tied to the site plan including curb cuts.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager  
P&Z Commission

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**Attachments**

3255-A Ordinance

3255-A Backup

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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. 3255-A; A ZONING CHANGE FROM R-1 TO M-1 SPECIFIC USE FOR PROFESSIONAL OFFICES AND WAREHOUSE USES, ON 3.077 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3255-A**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, City of Lubbock, Lubbock County, Texas, located at 7602 34<sup>th</sup> Street, subject to conditions, and being further described as follows:

**METES AND BOUNDS DESCRIPTION:** Attached as Exhibit "A".

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT the zone change shall be tied to the site plan including curb cuts.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the R-1 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as 7602 34<sup>th</sup> Street, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

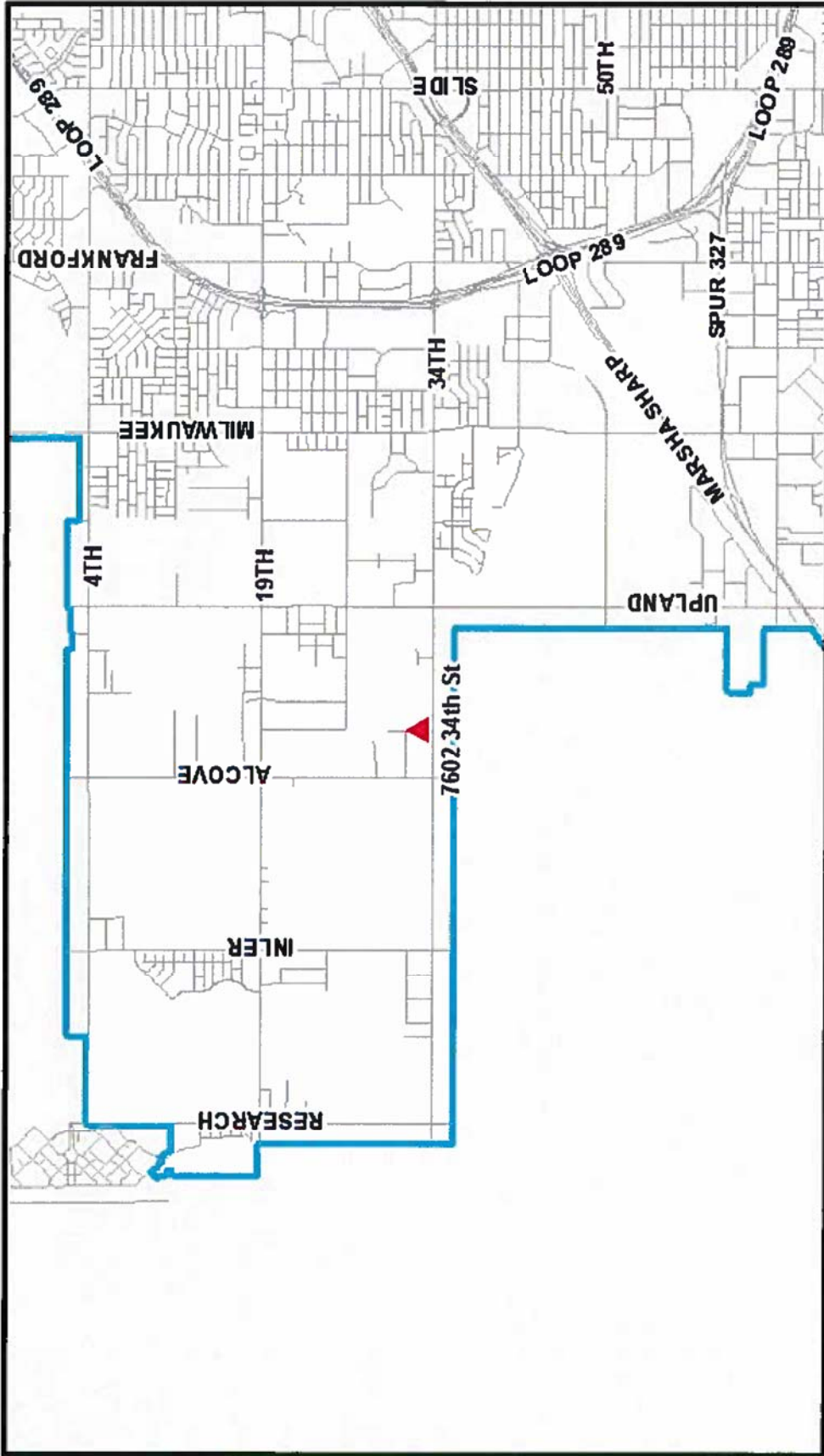
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

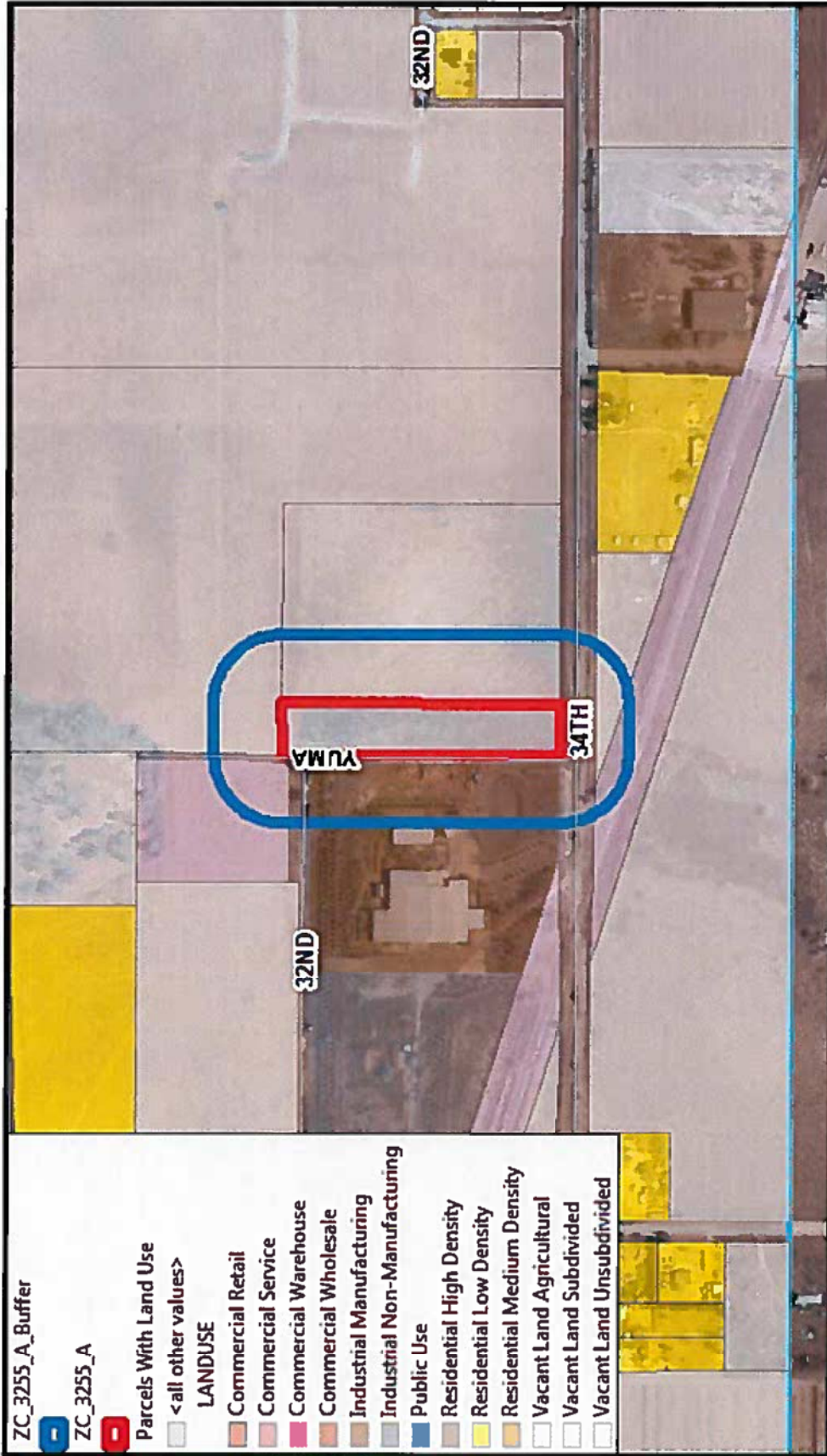
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin D. Pruitt, Assistant City Attorney

yw/CityAtt/Justin/Zones/ZC3255-A  
June 2, 2015

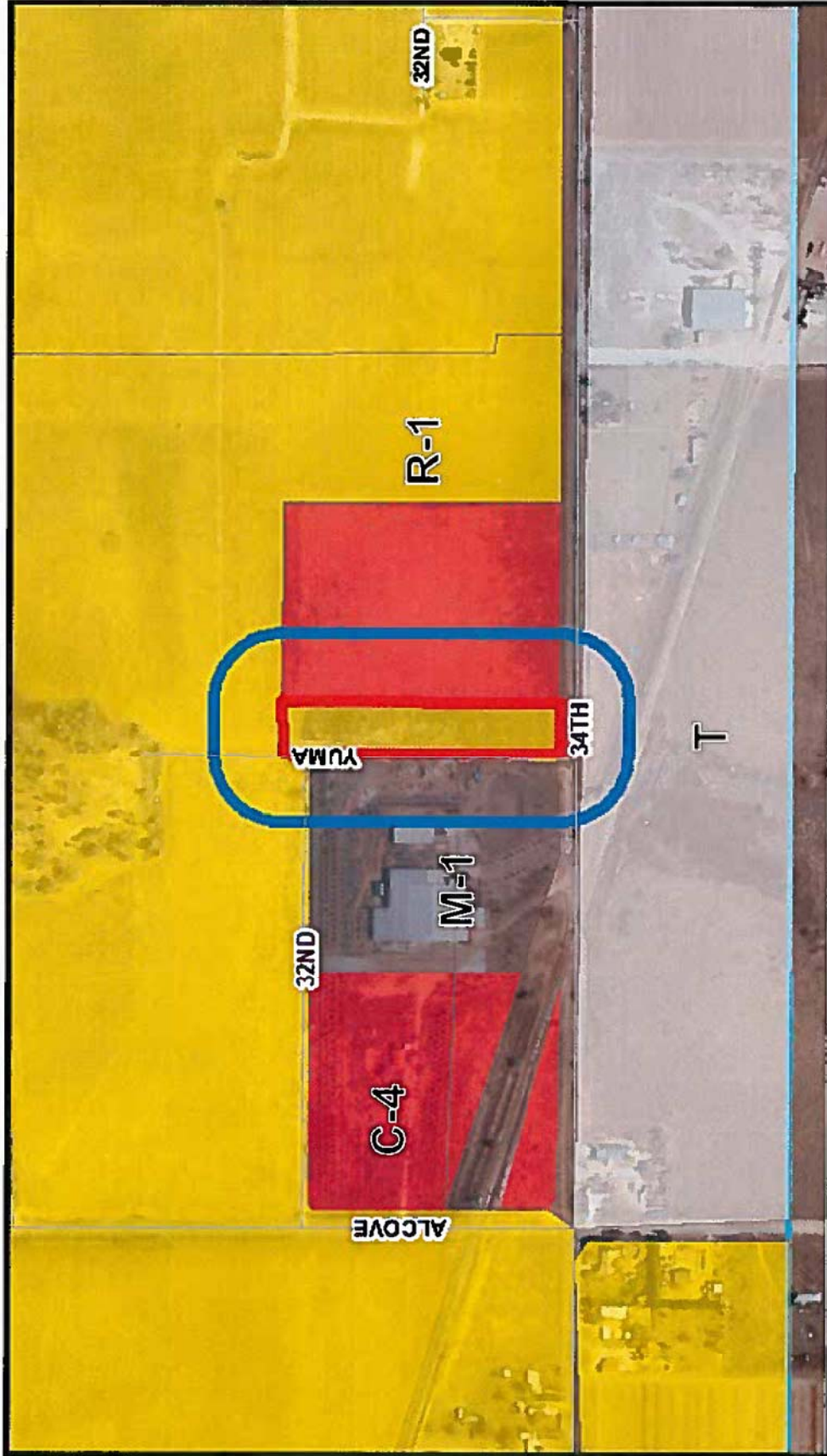


# P.Z.C. Case 3255-A



## P.Z.C. Case 3255-A

**Request of Kay Pruitt (for Rusty Hendrick) for a zoning change from R-1 to M-1 Specific Use for professional offices and storage/office uses, 7602 34<sup>th</sup> Street**



## P.Z.C. Case 3255-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Kay Pruitt
P.O. Box 6829
Lubbock TX 79493
(806) 317-2798

For Rusty Hendrick
10610 Saven, Ave.
Lubbock TX 79424
(806) 789-0995

Location or Address: 7602 34th St.
Legal Description: Block Tract CSC, Block AK, Section 42, Abstract 851, Lubbock, TX.
Existing Land Use: Unplatted, Not Developed Existing Zoning: R-1
Acreage or Square Footage of Property: 3.077 Acres
Zoning Requested: C-4

Proposed Development: Office Bldg / Office - Whse

If property is not subdivided, will preliminary plat be submitted? Yes No
Applicant's Signature Date 5-11-15

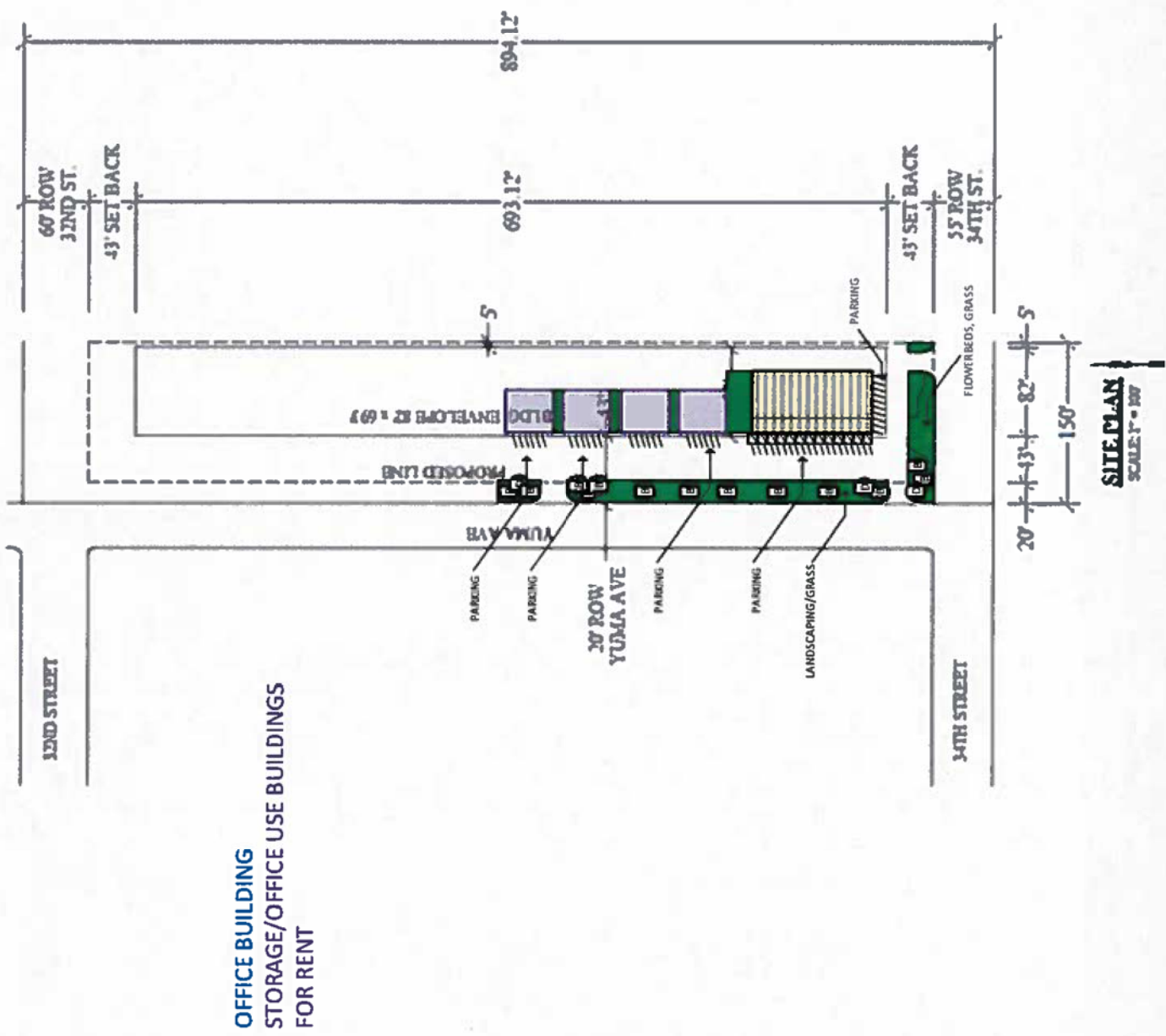
Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 73592 map 46

Zone Case No.: 3255-A Agenda No.:
Request for zoning change from: R-1 To: M-1 spec use

3.077 acres of unplatted land out of Block AK, Section 42
on Lot(s): Block(s):
Subdivision: Address: 7602 34th St

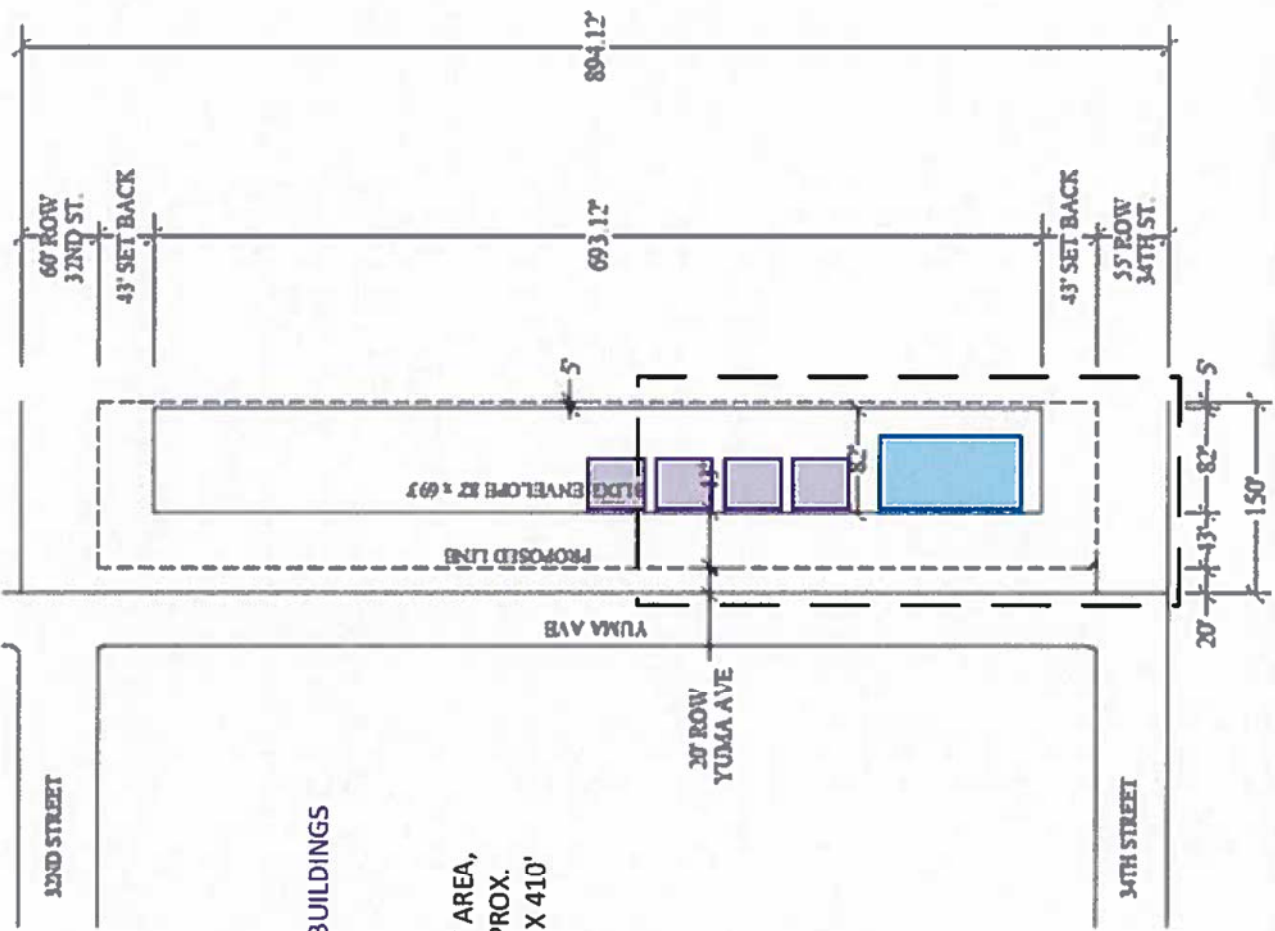


**SITE PLAN**

12TH STREET & YUMA AVE

CARRIE ENGINEERING SOLUTIONS  
 4400 WEST STREET 7  
 LUBBOCK, TEXAS 79404  
 (806) 806-6646 FAX (806) 807-4023  
 TX ENG. REG. # 22114

1



OFFICE BUILDING  
 STORAGE/OFFICE USE BUILDINGS  
 FOR RENT

--- PLAT AREA,  
 APPROX.  
 150' X 410'

**SITE PLAN**  
 SCALE: 1" = 100'





**Regular City Council Meeting**

**6. 4.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue, and consider an ordinance.

**Item Summary**

General comments:

The request is for an overall master plan for this development. It includes commercial areas along the outer loop, single family and duplex zones, along with an apartment tract and a few garden office locations.

Adjacent land uses:

The area to the north, proposed future outer loop, and across is vacant single family. To the east is agriculture land, currently petitioned to be annexed into the city limits. To the south is a low density county development and more farm land. The Kelsey Park development is to the west.

Comprehensive Land Use Plan (CLUP):

The request is not consistent with the Comprehensive Land Use Plan. The CLUP recommends 10 acres of commercial at each thoroughfare intersection. Strip commercial zoning is not recommended. Omitting the commercial zoning request, the balance of the proposed zone changes are consistent with the CLUP

Zoning Policy:

Similar to the CLUP, the request for solid commercial frontage along a thoroughfare is against the City zoning policies. Aside from the commercial request, the balance of the request is consistent.

Effect on the adjacent street and thoroughfare system:

If 130th is built out as the outer loop, there would be little to no impact. When considering 130th as a thoroughfare, which it is under the current Thoroughfare Plan, there will be a significant negative impact on the thoroughfare system. This amount of commercially zoned property continuous along a thoroughfare produces a substantial amount of traffic problems. As a thoroughfare, the traffic impact would be comparable if not larger than that of 34th and 50th Streets.

Recommendations:

The Staff recommends the case for approval.

On June 2, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Bill Howerton, Assistant City Manager

P&Z Commission

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**Attachments**

[3257-A Ordinance](#)

[3257-A Backup](#)

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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. 3257-A; A ZONING CHANGE FROM T TO A-2, C-3, GO, R-2 AND R-1 SPECIFIC USE FOR REDUCED SETBACKS ON 303.576 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1, 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 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

**ZONE CASE NO. 3257-A**

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to A-2, C-3, GO, R-2 and R-1 Specific Use for reduced setbacks on 303.576 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas, located south of 130<sup>th</sup> Street, between Indiana Avenue and University Avenue, and being further described as follows:

**METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the 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 **south of 130<sup>th</sup> Street, between Indiana Avenue and University Avenue, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

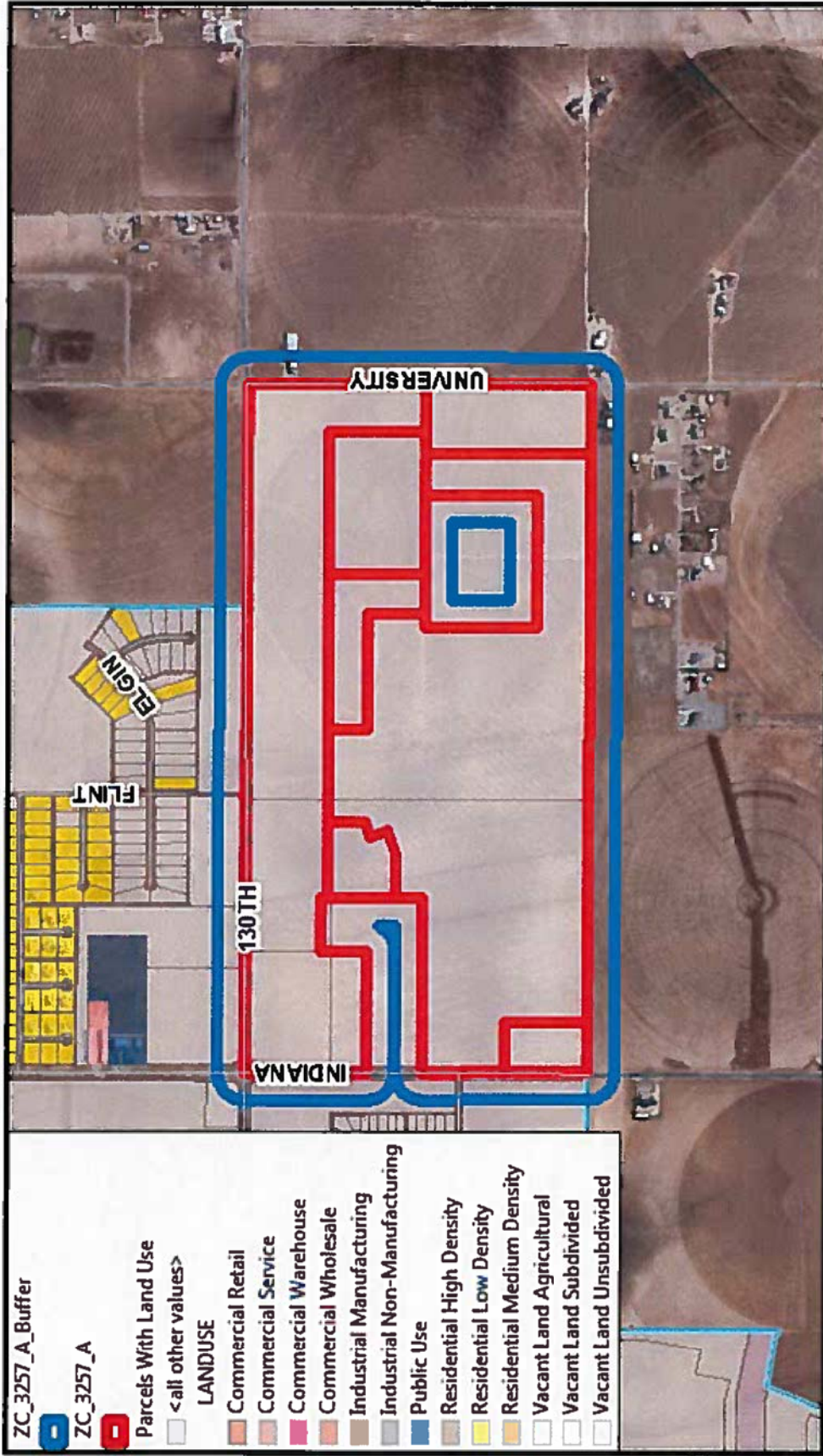


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Justin D. Pruitt, Assistant City Attorney

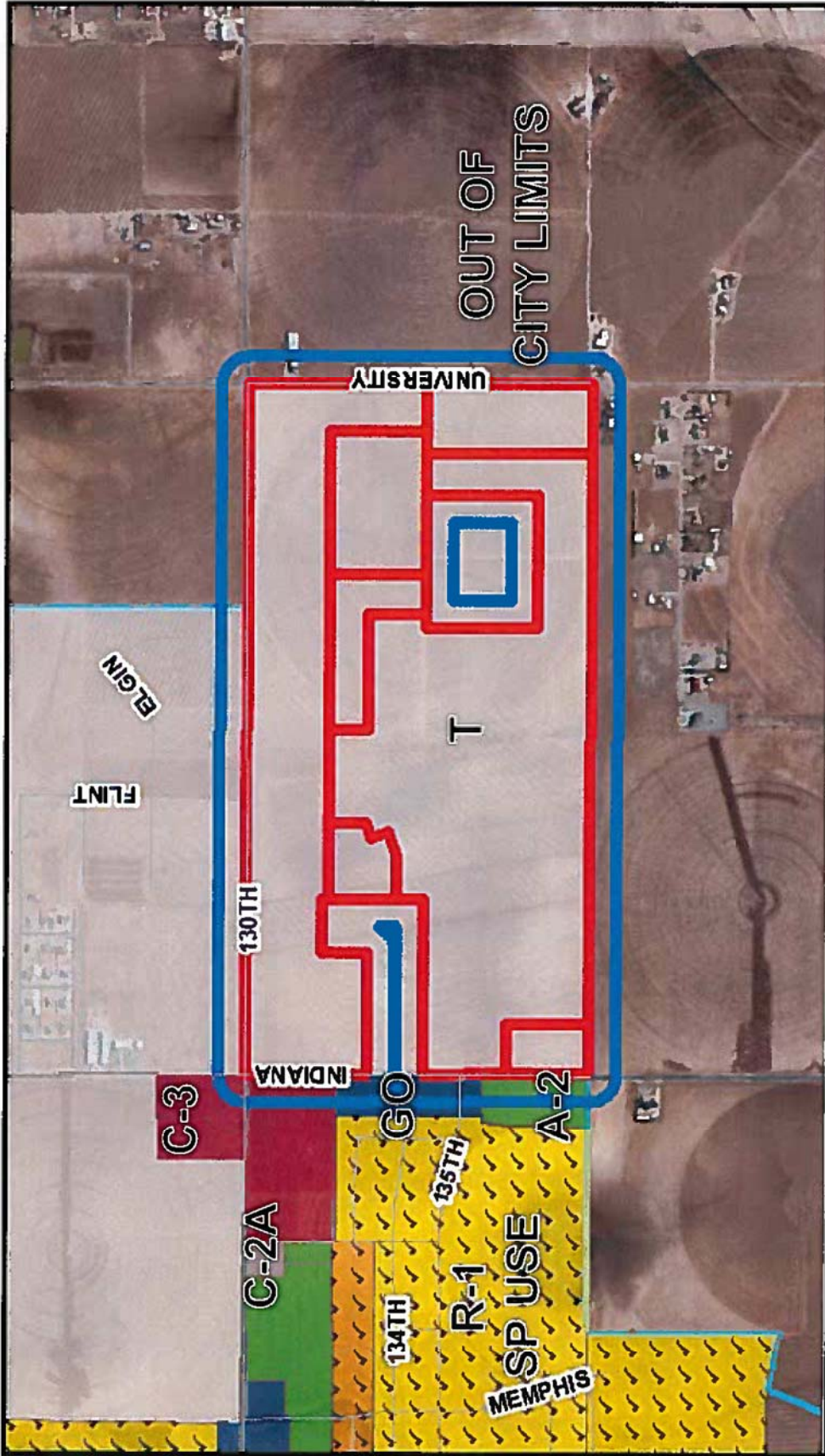
vw/CityAtt/Justin/Zones/ZC3257-A  
June 2, 2015





## P.Z.C. Case 3257-A

Continued request of Burl Masters (for 1585 Development LLC) for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use, south of 130<sup>th</sup> Street, between Indiana Avenue and University Avenue



## P.Z.C. Case 3257-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant (Please Print)

Bruce W. Masters

For

1585 Development LLC

P.O. Box 94890

W.D. Vardeman, et al.

Street/Post Office Box

Street/Post Office Box

Lubbock TX 79493

City State Zip

(806) 543.6662

( )

Telephone

Telephone

Location or Address: FM 1585 (130th St) & Indiana Ave

Legal Description: \* SEE ATTACHED

Existing Land Use: VAC. Existing Zoning: T

Acreage or Square Footage of Property: 320 AC.

Zoning Requested: C-3 / G.O. / R-2 / A-2 / R-1 SP USE

Proposed Development: SUBDIVISION

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No

Applicant's Signature [Signature] Date 14 Apr 15

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3250

Agenda No.:

Request for zoning change from: T

To: C3, G.O., R-2, A-2, R-1 SP USE

320 Acres of unplatted land out of block AK section 1

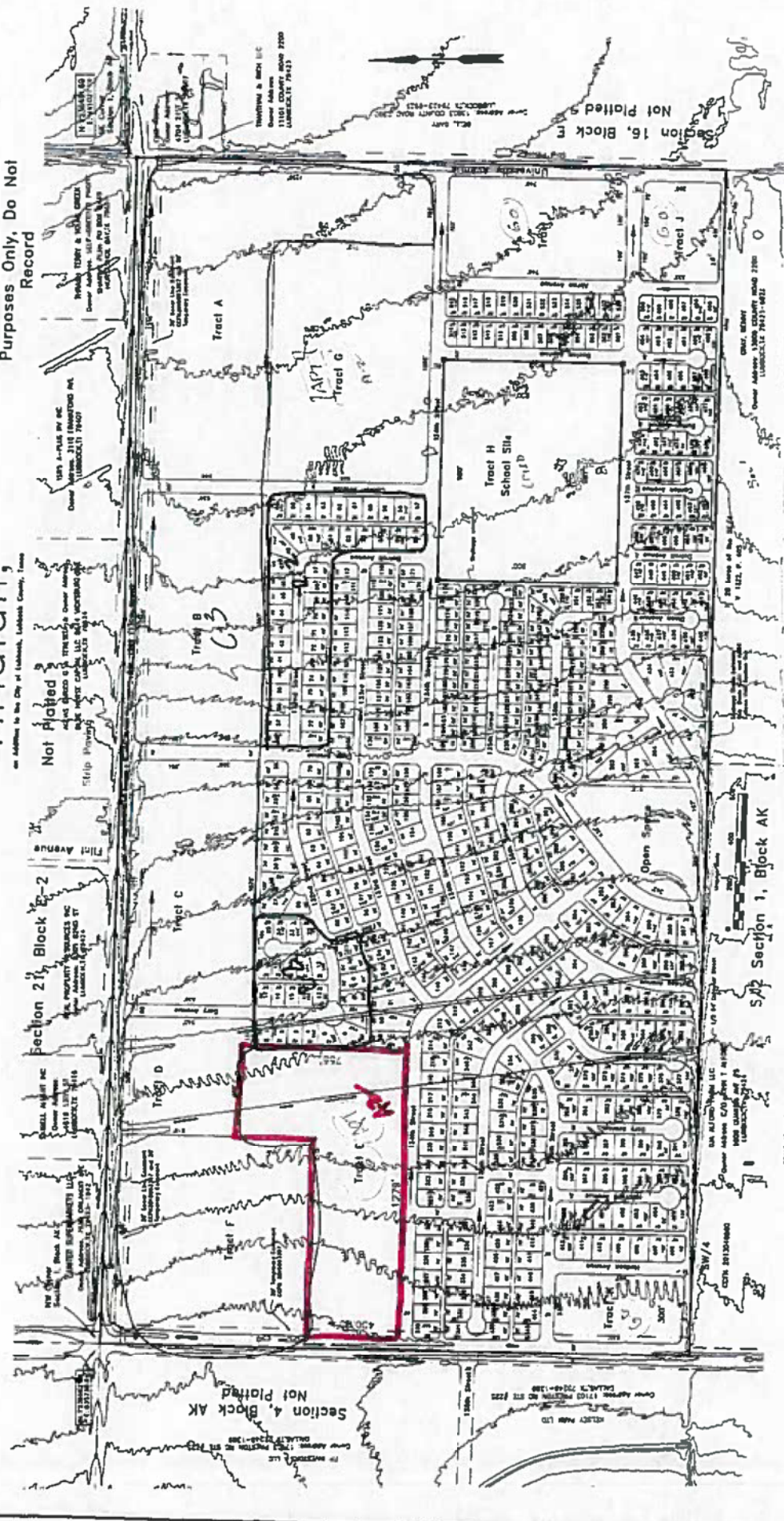
on Lot(s): Block(s):

Subdivision: Address: between Indiana Ave and

University Ave south of 130th St

Preliminary for Review  
Purposes Only, Do Not  
Record

# Viridian,



Section 21, Block 2-2  
Not Platted  
Owner: THE PROPERTY SERVICES INC  
1415 LINDEN ST  
LANSING, MI 48207

Section 4, Block AK  
Not Platted  
Owner: DUNLAP'S INC  
1415 LINDEN ST  
LANSING, MI 48207

Section 16, Block E  
Not Platted  
Owner: USA A-PAS BY EC  
1115 HANSTON RD  
LANSING, MI 48207

Section 16, Block E  
Not Platted  
Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

Section 16, Block E  
Not Platted  
Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

Section 16, Block E  
Not Platted  
Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

Section 16, Block E  
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Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

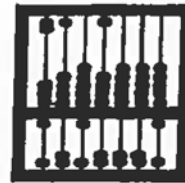
Section 16, Block E  
Not Platted  
Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

Section 16, Block E  
Not Platted  
Owner: TRAVINIA & SONS  
1115 HANSTON RD  
LANSING, MI 48207

**ADACTS**  
2727 Oak Road  
Lansing, MI 48206  
Phone: (313) 487-1100  
Fax: (313) 487-1101

# ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



*"Count on it"*

Metes and Bounds Description prepared for Zone Change Purposes Only on an 18.791 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 620.85 feet;  
And S 88°02'16" E, approximately 3820.45 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 1100.28 feet;

THENCE S 01°46'06" W, approximately 744.70 feet;

THENCE N 88°07'53" W, approximately 1100.28 feet;

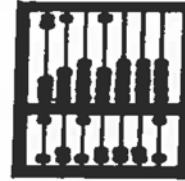
THENCE N 01°46'06" E, approximately 743.17 feet to the PLACE of BEGINNING,  
containing 18.791 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

A-Z TRACT 6

# ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on an 88.057 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a found nail and washer accepted as the Northwest corner of Section 1 and the Northwest corner of this tract;

THENCE S  $88^{\circ}02'16''$  E, approximately 5286.98 feet;

THENCE S  $01^{\circ}51'21''$  W, approximately 1360.98 feet;

THENCE N  $88^{\circ}13'54''$  W, approximately 364.16 feet;

THENCE N  $01^{\circ}46'06''$  E, approximately 744.70 feet;

THENCE N  $88^{\circ}12'41''$  W, approximately 3586.71 feet;

THENCE N  $01^{\circ}46'06''$  E, approximately 48.91 feet;

THENCE N  $88^{\circ}02'16''$  W, approximately 400.00 feet;

THENCE S  $01^{\circ}46'06''$  W, approximately 354.52 feet;

THENCE N  $88^{\circ}02'16''$  W, approximately 934.00 feet;

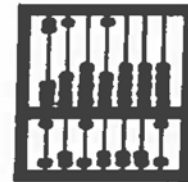
THENCE N  $01^{\circ}46'06''$  E, approximately 934.00 feet to the PLACE of BEGINNING, containing 88.057 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

C-3

# ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



"Count on it"

*R-1 Specific USE*

Metes and Bounds Description prepared for Zone Change Purposes Only on an 137.554 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the West line of Section 1 which bears S 01°46'06" W, approximately 1364.01 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 1334.01 feet;

THENCE N 01°46'06" E, approximately 207.80 feet;

THENCE S 88°07'53" E, approximately 342.04 feet;

THENCE N 72°00'31" E, approximately 192.28 feet;

THENCE N 17°59'29" W, approximately 144.04 feet;

THENCE N 72°00'31" E, approximately 116.71 feet;

THENCE N 01°46'06" E, approximately 288.19 feet;

THENCE S 88°12'41" E, approximately 723.48 feet;

THENCE S 01°46'06" W, approximately 298.90 feet;

THENCE S 88°07'53" E, approximately 882.73 feet;

THENCE S 01°46'06" W, approximately 442.63 feet;

THENCE N 88°07'53" W, approximately 104.96 feet;

THENCE S 01°51'21" W, approximately 861.70 feet;

THENCE S 88°07'53" E, approximately 1020.26 feet;

THENCE N 01°51'21" E, approximately 861.70 feet;

THENCE S 88°07'53" E, approximately 310.08 feet;

THENCE S 01°51'21" W, approximately 1271.81 feet;

THENCE N 88°07'31" W, approximately 4362.70 feet;

THENCE N 01°46'06" E, approximately 644.80 feet;

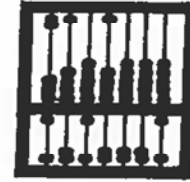
THENCE N 88°02'16" W, approximately 385.10 feet;

THENCE N 01°46'06" E, approximately 632.16 feet to the PLACE of BEGINNING  
containing 137.554 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

# ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



Metes and Bounds Description prepared for Zone Change Purposes Only on a 5.703 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the West line of Section 1 which bears S 01°46'06" W, approximately 1996.18 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 385.10 feet;

THENCE S 01°46'06" W, approximately 644.80 feet;

THENCE N 88°07'10" W, approximately 385.10 feet;

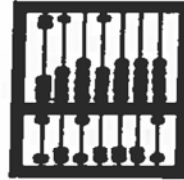
THENCE N 01°46'06" E, approximately 645.35 feet to the PLACE of BEGINNING, containing 5.703 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey

GO TRACT K

# ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



*"Count on it"*

Metes and Bounds Description prepared for Zone Change Purposes Only on a 6.540 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 628.39 feet;  
And S 88°02'16" E, approximately 1334.01 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 584.15 feet;

THENCE S 01°46'06" W, approximately 288.19 feet;

THENCE S 72°00'31" W, approximately 116.71 feet;

THENCE S 17°59'29" E, approximately 144.04 feet;

THENCE S 72°00'31" W, approximately 192.28 feet;

THENCE N 88°07'53" W, approximately 342.04 feet;

THENCE N 01°46'06" E, approximately 527.82 feet to the PLACE of BEGINNING,  
containing 6.540 Acres

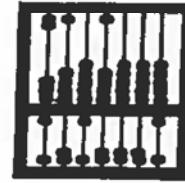
Prepared for Zone Change Purposes only, does not represent an actual survey.

R-2

# ABACUS

ENGINEERING  
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



Metes and Bounds Description prepared for Zone Change Purposes Only on a 15.628 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 1362.50 feet;  
And S 88°02'16" E, approximately 4749.76 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°11'59" E, approximately 535.14 feet;

THENCE S 01°51'21" W, approximately 1272.44 feet;

THENCE N 88°07'53" W, approximately 535.14 feet;

THENCE N 01°51'21" E, approximately 1271.81 feet; to the PLACE of BEGINNING,  
containing 15.628 Acres

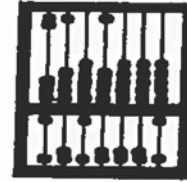
Prepared for Zone Change Purposes only, does not represent an actual survey.

GO I & J

# ABACUS

ENGINEERING  
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423  
(806) 745-7670



Metes and Bounds Description prepared for Zone Change Purposes Only on an 11.119 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 620.85 feet;  
And S 88°02'16" E, approximately 3820.45 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 1178.81 feet;

THENCE S 01°46'06" W, approximately 743.17 feet;

THENCE N 88°07'53" W, approximately 296.08 feet;

THENCE N 01°46'06" E, approximately 442.63 feet;

THENCE N 88°07'53" W, approximately 882.73 feet;

THENCE N 01°46'06" E, approximately 298.90 feet to the PLACE of BEGINNING,  
containing 11.119 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

R-2

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 29 REC'D

PLANNING DEPARTMENT

Print Name

David Postar / A-PLUS RV Storage

Signature:

[Signature]

Address:

3110 Frankford

Address of Property Owned:

2614 Fm 1585

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 01 REC'D  
PLANNING DEPARTMENT

Print Name DJA Farm LLC  
Signature: John Alford  
Address: 9600 Quaker #5 Lubbock TX 79424  
Address of Property Owned: South West 160 of Block AK Section 1

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 04 REC'D

PLANNING DEPARTMENT

Print Name

David Postar (A-PLUS RV)

Signature:

*[Handwritten Signature]*

Address:

2614 Fr 1585 4707 9914

Address of Property Owned:

2614 Fr 1585 (University of 1585)

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 07 REC'D

PLANNING DEPARTMENT

Print Name GARY BELL  
Signature: Gary Bell  
Address: 13803 CR 2200 Lubbock, TX 79423  
Address of Property Owned: same

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 26 1999  
PLANNING DEPARTMENT

Print Name GARY BELL  
Signature: Gary Bell  
Address: 13803 CR 2200 LUBBOCK, TX 79423  
Address of Property Owned: Same

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 26 REC'D  
PLANNING DEPARTMENT

Print Name DJA ALFORD FARM LLC

Signature: John Alford

Address: 9600 Quaker #5 LUBBOCK, TX

Address of Property Owned: Same Block AK Section 1 South West 1/4 Section



**Regular City Council Meeting**

**6. 5.**

**Meeting Date:** 06/25/2015

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**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Consider one appointment to the Building Board of Appeals, four appointments to the Citizens Traffic Commission, one appointment to the Junked Vehicle Compliance Board, and one appointment to the Park & Recreation Board.

**Item Summary**

As stated above.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Rebecca Garza, City Secretary

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**Attachments**

Board Appointments - Regular Session

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BOARD APPOINTMENTS FOR  
REGULAR CITY COUNCIL MEETING, JUNE 25, 2015 - REGULAR SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	CITIZENS TRAFFIC COMMISSION	BATES, BILL	7/1/2015	100%		REAPPOINT	Y
		MADISON, RUSSELL	7/1/2015	100%		REAPPOINT	Y
		NICHOLS, THOMAS	7/1/2015	N/A		REPLACE	N/A
		RAMIREZ, CHRISTOPHER	7/1/2015	67%		REAPPOINT/REPLACE	Y
2	PARK & RECREATION BOARD	SCARBOROUGH, SCOTT	5/1/2015	N/A		REPLACE	N/A

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

**Applicants No Preference**

<b>Update Date</b>	<b>Last Name</b>	<b>First Name</b>	<b>Gender</b>	<b>Ethnicity</b>	<b>Age</b>	<b>Occupation</b>	<b>Business Name</b>	<b>District</b>
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5

<b>Update Date</b>	<b>Last Name</b>	<b>First Name</b>	<b>Gender</b>	<b>Ethnicity</b>	<b>Age</b>	<b>Occupation</b>	<b>Business Name</b>	<b>District</b>
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

**CITIZENS TRAFFIC COMMISSION**

	<b><u>Lubbock Population</u></b>	<b><u>Lubbock Adult Population</u></b>	<b><u>All City Boards</u></b>	<b><u>This Board</u></b>
<b><u>ETHNICITY</u></b>				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
<b><u>GENDER</u></b>				
Male	48.5%	47.0%	72.6%	77.8% (7)
Female	51.5%	53.0%	27.4%	22.2% (2)
<b><u>GEOGRAPHIC DISTRIBUTION</u></b>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	33.3% (3)
District 3	16.3%	16.6%	12.5%	22.2% (2)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	11.1% (1)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

**PURPOSE:**

Permanent advisory board studies traffic problems in Lubbock, hears citizen requests and staff recommendations for new traffic control devices, and conducts education programs about traffic safety.

**APPOINTMENT INFORMATION:**

**Member Name &**

<b><u>Demographic Facts</u></b>	<b><u>Attend</u></b>	<b><u>Eligible</u></b>	<b><u>Action</u></b>
Bates, Bill (M,A,2)	100%	Y	Reappoint
Madison, Russell (M,A,5)	100%	Y	Reappoint
Nichols, Thomas (M,A,4)	N/A	N/A	Replace
Ramirez, Chris (M,,H,3)	67% <sup>1</sup>	Y	Reappoint/Replace

**APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:**

*To reappoint Bill Bates, Russell Madison, and Chris Ramirez*

*To replace Thomas Nichols:*

Lynne Duncan (F,A,4) Wentz Orthodontics

Michelle Hunter (F,AA,4) Larry Combest Community Health & Wellness

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<sup>1</sup> The Commission has met 3 times in the most recent 12 month. Mr. Ramirez missed 1/3 meetings, and the absence was unexcused.

City of Lubbock  
Board and Commission Recruiting Database

Updated: 5/14/2015

Citizens Traffic Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
<b>First Preference</b>								
07/23/2014	Benton	Jack	M	A	60+	retired		6
05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
02/09/2005	Downs	Virginia	F	A	30-39	Editor	TTU Outreach & Extended Studies	3
06/20/2012	Duncan	Lynne	F	A	50-59	Community Relations	Wentz Orthodontics	4
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
07/19/2014	Harris	Matthew	M	A	30-39	Attorney	Matthew Harris Law, PLLC	6
11/09/2010	Hunter	Michelle	F	AA	40-49	Marketing & Community Outreach	TTUHSC/Larry Combest Community Health & Wellness	4
01/01/2006	Jackson	Brooke	F	A	30-39	Banker / Commercial Lender	American Bank of Commerce	4
	Letalien	Anne	F	A	60+			4
09/27/2006	Mitchell	Kevin	M	A	30-39	Banker	Peoples Bank	4
01/18/2013	Powell	Joseph	M	A	30-39	Insurance	Scott Powell State Farm	5
02/09/2005	Shapiro	Beth	F	A	40-49	Therapist	Gateways Counseling, P.C.	3
07/06/2004	Sigler	Vickie	F	A	40-49	Customer Service Tech	INCODE	3
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
<b>Second Preference</b>								
06/05/2013	Bean	Zachary	M	A	18-29	Physician Administrator	Arthritis & Osteoporosis Associates	5
08/23/2005	Camp-Romero	William	M	AI	50-59		Retired	4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
02/18/2013	Flores	Isaac	M	H	18-29	Section Coordinator	The Office of Community Engagement	6
09/13/2006	Hurt	William	M	A	30-39	Police Officer	Lubbock PD	3
11/02/2006	Lee	Hong	M	AI	60+		Retired Professor-TTU	5
10/29/2009	McCord	Janine	F	A	30-39	Research Associate	TTU - Education Dean	5
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
04/29/2008	Perkins	Terell	M	A		Computer Technician	Lubbock County Information Services	5
11/02/2004	Renfro	Patsy	F	A	50-59	Travel Agent	Envoye Travel	5
03/20/2013	Ritter	Christopher	M	A	30-39	Attorney	Lubbock County DA Office-Civil	4
01/24/2015	Stevenson	Serena	F	AA	40-49	Director of Transportation	Citibus	6
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
02/09/2010	Walker	William	M	A	18-29			3

City of Lubbock  
Board and Commission Recruiting Database

Updated: 5/14/2015

Citizens Traffic Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
<b>Third Preference</b>								
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
05/22/2003	Clark	Rachel	F	H	18-29	Program Director	Guadalupe/Parkway Neighborhood Center	3
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
08/13/2013	Schmidt	Karla	F	A	50-59			5
<b>Fourth Preference</b>								
12/01/2011	de Riese	Cornelia	F	A	50-59		Comprehensive Family and Women's Healthcare	3
<b>Fifth Preference</b>								
05/13/2010	Bruegel	Jon	M	A	18-29			4
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
<b>Sixth Preference</b>								
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
04/28/2015	Quintanilla	David	M	H	40-49			4

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen <b>Barrett</b> Mr. Danny	N	10508 Fremont Lubbock, TX 79423	Perdue, Brandon, Fielder 1204 Ave R, #200 Lubbock, TX 79401	<i>Curr:</i> 07/01/2014-07/01/2017 <i>2nd:</i> 07/01/2011-07/01/2014 <i>Ist:</i>	N
<i>Email:</i> dbarrett@pbfc.com	N	8067891413	8067445091 dbarrett@pbfc.com	<i>Fax:</i> 8067449953	
Member Citizen <b>Bates</b> Mr. Bill	Y	1309 61st Street Lubbock, TX 79412		<i>Curr:</i> 09/27/2012-07/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> gittyupgo1@suddenlink.net	N Y	(806) 763-8791 (806) 548-0468		<i>Fax:</i>	
Member Citizen <b>Finley</b> Mr. Eric	N	8411 Uvalde Ave. Lubbock, TX 79423	University Medical Center 4605 West Loop 289 Lubbock, 79416	<i>Curr:</i> 07/01/2013-07/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i>	N	8062246091	806-775-8644	<i>Fax:</i>	
Member Citizen <b>Holland</b> Ms. Paige	N	4510 8th Street Lubbock, TX 79416	TTU - Athletics 6th & Red Raider Ave Lubbock, TX 79409	<i>Curr:</i> 07/01/2013-07/01/2016 <i>2nd:</i> 10/25/2012-07/01/2013 <i>Ist:</i>	Y
<i>Email:</i>	N	8065351699	8067421195	<i>Fax:</i> 8067421192	
Vice Chair Citizen <b>Madison</b> Mr. Russell	N	6216 110th Lubbock, TX 79424	Calvert Home Health Care, Ltd. 10207 Indiana Ave Lubbock, TX 79423	<i>Curr:</i> 07/01/2012-07/01/2015 <i>2nd:</i> 07/01/2009-07/01/2012 <i>Ist:</i>	Y
<i>Email:</i> russtu11@gmail.com	Y	(806) 777-7938	(806) 747-8972 russtu11@gmail.com	<i>Fax:</i> (806) 747-8965	
Chair Citizen <b>Nichols</b> Mr. Thomas	Y	3404 63rd Street Lubbock, TX 79413		<i>Curr:</i> 07/01/2012-07/01/2015 <i>2nd:</i> 06/24/2010-07/01/2012 <i>Ist:</i>	Y
<i>Email:</i> copstpd@yahoo.com	N N	(806) 793-3812 (806) 252-2874	copstpd@yahoo.com	<i>Fax:</i>	
Member Citizen <b>Ramirez</b> Mr. Christopher	N	3608 38th Street Lubbock, TX 79413	Suddenlink 6013 63rd Street Lubbock, TX 79424	<i>Curr:</i> 07/01/2012-07/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> christopher.ramirez@suddenlink.com	N	8069287549	8067716000 christopher.ramirez@suddenlink.com	<i>Fax:</i>	
Member Citizen <b>Ramirez</b> Ms. Rebecca	Y	4501 Brownfield Dr #213 Lubbock, TX 79410		<i>Curr:</i> 07/01/2014-07/01/2017 <i>2nd:</i> 07/23/2013-07/01/2014 <i>Ist:</i>	Y
<i>Email:</i> brttu2001@yahoo.com	Y Y	8066380548 8066380548	8067451021 rebecca.ramirez@ttuhsc.edu	<i>Fax:</i> 8064741809	
Member Citizen <b>Williams</b> Mr. Maurice	Y	220 Redbud Avenue Lubbock, TX 79403		<i>Curr:</i> 07/01/2014-07/01/2017 <i>2nd:</i> 07/26/2012-07/01/2014 <i>Ist:</i>	N

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[Home](#)

[Business](#)

*Reappt  
Elig.*

*Email:*                      Y    **8067445496**    *Fax:*

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**PARK AND RECREATION BOARD**

	<b><u>Lubbock</u></b>	<b><u>Lubbock</u></b>	<b><u>All</u></b>	<b><u>This</u></b>
	<b><u>Population</u></b>	<b><u>Adult</u></b>	<b><u>City</u></b>	<b><u>Board</u></b>
<b><u>ETHNICITY</u></b>				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<b><u>GENDER</u></b>				
Male	48.5%	47.0%	72.6%	44.4% (4)
Female	51.5%	53.0%	27.4%	55.6% (5)
<b><u>GEOGRAPHIC DISTRIBUTION</u></b>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	11.1% (1)
District 3	16.3%	16.6%	12.5%	44.4% (4)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	11.1% (1)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

**PURPOSE:**

Advisory board responsible for providing a balanced recreation and open-space program for the City of Lubbock. Includes planning, construction and maintenance of all parks, buildings and facilities necessary to provide this program.

**QUALIFICATIONS:** If possible, five of the nine members of the board shall be appointed from technical fields: civil engineering; design and applied arts; park and recreation management, horticulture, landscape architecture, or a related field; any technical field appropriate to the Canyon Lakes Project or other park operations; and a person who has a knowledge, understanding or interest in the operation of a cemetery.

**APPOINTMENT INFORMATION:**

**Member Name &**

<b><u>Demographic Facts</u></b>	<b><u>Attend</u></b>	<b><u>Eligible</u></b>	<b><u>Action</u></b>
Scarborough, Scott (M,A,3)	N/A	N/A	Replace

**APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:**

*To replace Scott Scarborough:*

- Efrain Duarte (M,H,1) Catholic Charities of Lubbock
- Peter Laverty (M,A,1) University Medical Center

**PARK & RECREATION BOARD – CONTINUED**

**STAFF RECOMMENDATIONS:**

*To replace Scott Scarborough:*

Peter Lavery (M,A,1) University Medical Center

City of Lubbock  
Board and Commission Recruiting Database

Updated: 5/20/2015

Park and Recreation Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
<b>First Preference</b>								
05/14/2015	Duarte	Efrain	M	H	18-29	Marketing & Volunteer Coordinator	Catholic Charities of Lubbock	1
<b>Second Preference</b>								
09/09/2014	Cowan	Stephen	M	A	60+	retired/disabled		3
04/04/2013	Dickerson	Brent	M	A	30-39	Teacher	Slaton HS	5
09/09/2014	Gatteys	Jim	M	A	60+			1
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
04/15/2015	Motsinger	Jonathan	M	A	30-39	Forester	Texas A&M Forest Service	4
09/11/2014	Trost	Theresa	F	A	60+			3
<b>Third Preference</b>								
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
<b>Fourth Preference</b>								
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
<b>Fifth Preference</b>								
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
<b>Sixth Preference</b>								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			<i>South Plains Mall</i>	<i>Curr:</i> 05/01/2015-05/01/2017	<b>N</b>
Citizen	N	<i>5226 94th Street</i>	<i>6002 Slide Road, Suite</i>	<i>2nd:</i> 05/01/2013-05/01/2015	
<b>Bridges</b>		<i>Lubbock, TX 79424</i>	<i>68208</i>	<i>Ist:</i>	
<b>Ms. Beth</b>			<i>Lubbock, TX 79414</i>		
<i>Email:</i>	N	<i>8067948825</i>	<i>(806) 792-4654</i>	<i>Fax:</i> (806) 799-2331	
<i>beth.bridges@macerich.com</i>	N	<i>8063681734</i>	<i>beth.bridges@macerich.com</i>		
Member				<i>Curr:</i> 05/01/2014-05/01/2016	<b>N</b>
Citizen	N	<i>1904 East Auburn</i>		<i>2nd:</i> 05/01/2012-05/01/2014	
<b>Cervantez</b>		<i>Lubbock, TX 79403</i>		<i>Ist:</i>	
<b>Mr. John P.</b>					
<i>Email:</i>	N	<i>8067441654</i>		<i>Fax:</i>	
			<i>NoActiveEmailToFile@boards.com</i>		
Member			<i>Texas Tech Alumni</i>	<i>Curr:</i> 05/01/2015-05/01/2017	<b>N</b>
Citizen	N	<i>3020 60th Street</i>	<i>Association</i>	<i>2nd:</i> 05/01/2013-05/01/2015	
<b>Douglass</b>		<i>lubbock, TX 79413</i>	<i>Box 45001-ttu</i>	<i>Ist:</i>	
<b>Mr. James</b>			<i>Lubbock, TX 79409</i>		
<i>Email:</i>			<i>8067423641</i>	<i>Fax:</i> 8067420283	
<i>jim.douglas@ttu.edu</i>	N	<i>8067905463</i>	<i>jim.douglas@ttu.edu</i>		
Member				<i>Curr:</i> 05/01/2014-05/01/2016	<b>Y</b>
Citizen	N	<i>4809 19th Street #9</i>		<i>2nd:</i>	
<b>Horkey</b>		<i>Lubbock, TX 79407</i>		<i>Ist:</i>	
<b>Ms. Ann</b>					
<i>Email:</i>	N	<i>8067991001</i>		<i>Fax:</i>	
<i>arippel@suddenlink.net</i>	N	<i>8067893821</i>			
Member				<i>Curr:</i> 05/01/2015-05/01/2017	<b>Y</b>
Citizen	N	<i>2312 York Avenue</i>		<i>2nd:</i>	
<b>Nagy</b>		<i>Lubbock, TX 79407</i>		<i>Ist:</i>	
<b>Mrs. E Jane</b>					
<i>Email:</i>	N	<i>(806) 795-5087</i>		<i>Fax:</i>	
<i>conakry1@hotmail.com</i>					
Vice Chair				<i>Curr:</i> 05/01/2014-05/01/2016	<b>N</b>
Citizen	N	<i>11701 Utica Avenue</i>		<i>2nd:</i> 05/01/2012-05/01/2014	
<b>Pitcock</b>		<i>Lubbock, TX 79424</i>		<i>Ist:</i>	
<b>Ms. Karen</b>					
<i>Email:</i>	N	<i>(806) 795-8874</i>		<i>Fax:</i>	
<i>khpitcock@gmail.com</i>	N	<i>(806) 548-2199</i>			
Chair			<i>First Baptist Church</i>	<i>Curr:</i> 05/01/2014-05/01/2016	<b>N</b>
Citizen	Y	<i>3804 56th Street</i>	<i>2201 Broadway</i>	<i>2nd:</i> 05/01/2012-05/01/2014	
<b>Ramirez</b>		<i>Lubbock, TX 79413</i>	<i>Lubbock, TX 79401</i>	<i>Ist:</i> 05/01/2010-05/01/2012	
<b>Mr. Jerry</b>					
<i>Email:</i>	N	<i>(806) 745-4320</i>	<i>First Baptist</i>	<i>Fax:</i> (806) 740-3707	
<i>jerry@fbclubbock.org</i>	Y	<i>(806) 549-0034</i>	<i>jerry@fbclubbock.org</i>		
Member				<i>Curr:</i> 05/01/2013-05/01/2015	<b>N</b>
Citizen	N	<i>3106 22nd Street</i>		<i>2nd:</i> 05/01/2011-05/01/2013	
<b>Scarborough</b>		<i>Lubbock, TX 79410</i>		<i>Ist:</i>	
<b>Mr. Scott</b>					
<i>Email:</i>	N	<i>8067996694</i>	<i>8067993677</i>	<i>Fax:</i>	
Member				<i>Curr:</i> 05/01/2014-05/01/2016	<b>Y</b>
Citizen	N	<i>2809 22nd Street</i>		<i>2nd:</i> 08/22/2013-05/01/2014	
<b>Tomlinson</b>		<i>Lubbock, TX 79410</i>		<i>Ist:</i>	
<b>Ms. Susan</b>					

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**Home**

**Business**

*Reappt  
Elig.*

*Email:*  
stomlinson12@yahoo.com

N **8067936019**  
N **8064412893**

**8067421828**  
**susan.tomlinson@ttu.edu**

*Fax:*

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**City of Lubbock, Texas**  
**Contract & Procurement Related Agenda Items**

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3<sup>rd</sup> Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

**Ethics** - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

**Purchasing Thresholds** - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
<b>Professional Services</b>			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
<b>Architectural/Engineering Services</b>			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
<b>Construction</b>			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
<b>Emergencies</b>			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
<b>Interlocal/Real Property</b>			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
<b>Change Orders/Amendments</b>			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

**Public Notice** - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14<sup>th</sup> day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

**Public Works Construction** – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

**Professional Services** - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

**Emergency Purchases** - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

**Sole Source Purchases** - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

**Local Preference** - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

## **Consideration and Award of Bid or Proposal Requests**

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

### **Can a city adopt additional criteria regarding the qualifications of potential bidders?**

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

### **Can the city take into account the safety record of the bidder in making the award?**

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

### **What options does a city have if the lowest bidder has a prior history of poor performance?**

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

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- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

#### **What options does the city have if the city receives no bids in response to a request?**

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

#### **What options does the city have if the city receives only one bid or proposal in response to a bid request?**

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

#### **May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?**

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

#### **What is the general procedure for awarding a contract pursuant to competitive bidding?**

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

### **What is the general procedure for awarding a contract pursuant to competitive sealed proposals?**

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

### **Is information contained in a bid or proposal confidential under the Public Information Act?**

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

### **Is information within a bid request concerning historically underutilized businesses confidential?**

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

### **Must bidders be allowed to speak at a city council meeting to explain or defend their bids?**

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.