City of Lubbock, Texas
Regular City Council Meeting
Thursday, January 28, 2016

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
Latrelle Joy, Councilwoman, District 6

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

http://www.mylubbock.us

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.4.3.

5:15 p.m. -- City Council reconvenes in open session in the City Council Chambers to consider items 2.-6.16.

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 Agreements, Claim No. 15-C-114, Property Damage.

1. 2. 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 Urban Renewal and Neighborhood Redevelopment Commission.

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

1. 3. 1. 2420 3rd Street, previously Fire Station 4.

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

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

1. 5. 1. City Attorney

1. 5. 2. City Manager

1. 5. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Richard Rush, Calvary Baptist Church

2. 2. Pledges of Allegiance

2. 3. Presentation of a Special Recognition to Jennifer Clements, Management Assistant to the City Secretary, for successfully completing the Texas Municipal Clerks Certification Program.

2. 4. Presentation of a Special Recognition for National Go Red Day to promote public awareness and the reduction of heart disease and stroke in women.

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

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

Public Comments Sign-Up Form

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

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

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. January 12, 2016 Special City Council Meeting (State of the City Address)

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 2016-O0001 Amendment 11 amending the FY 2015-16 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children Grant; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Police:** Consider a resolution authorizing the Chief of Police to execute Amendment Number 3 to accept supplemental funding from the Dallas Internet Crimes Against Children (ICAC) Task Force to the Lubbock Police Departement. (OJJDP Grant 2013-MC-FX-K036).

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 12 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92248, Street Maintenance Program; and respecting the General Fund to increase the transfer to CIP; providing for filing; and providing for a savings clause.

5. 3. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an Amendment to the Downtown Revitalization Master Developer Consultant agreement between the City of Lubbock and McDougal Land Co., L.C.

5. 4. **Resolution - Accounting:** Consider a resolution approving the revised City of Lubbock Investment Policy and Investment Strategy for 2016, as reviewed and recommended by the Audit and Investment Committee.

5. 5. **Ordinance Amendment 2nd Reading – Water Utilities:** Consider an Ordinance 2016-O0002 Amendment to Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

5. 6. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 25-foot wide LP&L overhead electrical line easement and a portion of another 25-foot wide Lubbock Power and Light (LP&L) overhead electrical line easement both located in Lot 2, Plains Cooperative Oil Mill Addition Lubbock County, Texas, easement located at 202 Coronado Dr.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Stephen Cone III Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block JS, Lubbock County, Texas.

5. 8. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute professional services agreement 12538 with New Gen Strategies and Solutions, LLC for consulting services related to the evaluation of the existing water and wastewater rate structures, RFQ 16-12538-JM.

5. 9. **Resolution – Public Works:** Consider a resolution authorizing the Mayor to execute Developer Agreement 12712 for construction of a portion of 66th Street and associated drainage and sanitary sewer improvements, between the City of Lubbock and Milwaukee, LTD.

5. 10. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute purchase order contract 10015693 with ThyssenKrupp Elevator for an upgrade to the freight elevator at Lubbock Business Center.

5. 11. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12326 with VANIR Construction Management, Inc. for the construction management services relating to the Citizen Tower, City Hall Renovations and new Public Works facility, RFQ 15-12326-MA.

5. 12. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 364185 with Dell Marketing LP, for the purchase of equipment to upgrade the storage area network and enclosures for the Data Center.

5. 13. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock Data Use Agreement 12713 between the City of Lubbock and the Texas Department State of Health Services (DSHS).

5. 14. **Ordinance 1st Reading – Environmental Health:** Consider an ordinance amending Article 8.16 of the Code of Ordinances for the adoption of the Texas Food Establishment Rules, permitting food establishments and the certification of food managers.

5. 15. **Resolution – Police:** Consider a resolution authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) for a Violent Offender Task Force (VOTF) by and between the City of Lubbock and the United States Marshals Office.

5. 16. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, purchase order number 10015747, for police uniforms by and between the City of Lubbock and Nardis, Inc., of Kilgore, Texas, and related documents.

5. 17. **Ordinance 1st Reading - City Secretary:** Consider an ordinance ordering the 2016 Regular Municipal Election of the City of Lubbock to be held May 7, 2016.

5. 18. **Resolution - City Secretary:** Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock for early voting and Election Day voting.

5. 19. **Resolution - City Secretary:** Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election(s), 2016.

5. 20. **Resolution - City Secretary:** Consider a resolution ordering a Special Election to fill the vacancy in the position of Council member, District 1, to be conducted May 7, 2016, and authorizing and directing the Mayor to execute an official Order and Notice of Special Election for said special election.

5. 21. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the Mayor to execute contract 12563 with OfficeWise Furniture and Supply, contract 12676 with Tascosa Office Machines and contract 12665 with Built for Dreams, Inc. for office furniture, ITB 16-12563-KK.

5. 22. **Resolution - Economic Development:** Consider a resolution to approve a program or expenditure of the Lubbock Economic Development Alliance to be provided to Monsanto Company pursuant to Section 501.073 of the Texas Local Government Code.

5. 23. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims , by and between the City of Lubbock, Texas and Prime Time Investments, LLC.

6. **Regular Agenda**

6. 1. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0003 for Zone Case 3049-D, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use to R-2 Specific Use on 14.08 acres of unplatted land out of Block E, Section 10, 10007 and 10009 Avenue U and 10007 Avenue T.

6. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2016-O0004 for Zone Case 3199-C, a request of Kimley Horn and Associates, for Wal-Mart Real Estate Business Trust, for a zoning change to amend the conditions of Ordinance 2014-O0007 on Tract A, Lubbock Walmart 6898 Addition, 11415 Quaker Avenue.

6. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2016-O0005 for Zone Case 3270, a request of Osagie John Okpamen, for Read King Medical Development, to remove the conditions of Ordinance 5001 and allow unconditionally permitted uses C-2 on Tract A-2, Wells Fargo Addition, 4337 50th Street.

6. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2016-O0006 for Zone Case 3271, a request of Henry Aguilar for a zoning change from R-3 to R-1 on Lot 3, Block 4, South Side Addition, 2105 Avenue K.

6. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0007 for Zone Case 3272, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 30.0 acres of unplatted land out of Block E-2, Section 22, 3401 130th Street.

6. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0008 for Zone Case 2573-P, a request of Hugo Reed and Associates, Inc. for North Park Lubbock Development, Inc., for a zoning change from AM zoning to IHC on 0.4 acres and a zoning change from IHC to AM on 1.8 acres of land out of Block JS, Section 1, 202 West Loop 289.

6. 7. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0009 for Zone Case 2952-B, a request of Hugo Reed and Associates, Inc., for Dovetail Development LLC., for a zoning change from A-2, R-1, R-2, and R-1 Specific Use to A-2 on 28.9 acres of unplatted land out of Block JS, Section 5, 4501 Ursuline Street.

6. 8. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0010 for Zone Case 3273, a request of Ron Childress for a zoning change from T to C-4 Specific Use for a driving range facility and accessory uses on 13.6 acres of unplatted land out of Block AK, Section 35, 6716 66th Street.

6. 9. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3274, a request of Betenbough Homes for a zoning change from T to R-1 Specific Use, C-3, C-2A, and Garden Office (GO) on 157.57 acres of unplatted land out of Block E, Section 16, south of 130th Street, east of University Avenue, and consider an ordinance.

6. 10. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3275, a request of AMD Engineering, LLC, for RS Store, LLC, for a zoning change from R-1 to C-4 Specific Use for mini warehouses and all unconditionally permitted C-4 uses on 2.36 acres of unplatted land including right-of-way out of Block D6, Section 2, 7902 19th Street and 1806 Alcove Avenue, and consider an ordinance.

6. 11. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3172-A, a request of Sheri White and Stanley and Kevin Sisson for a zoning change from C-4 to R-1 on Lot 11, Furgeson Addition, 7752 19th Street, and consider an ordinance.

6. 12. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P, and consider an ordinance.

6. 13. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2911-B, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes on 3.7 acres of unplatted land out of Block E-2, Section 16, 10809 Slide Road, and consider an ordinance.

6. 14. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3181-A, a request of Hugo Reed and Associates, Inc., for Michael Strickland, for a zoning change from Garden Office (GO) to C-2 on 5 acres of unplatted land out of Block JS, Section 7, 5828 Erskine Street, and consider an ordinance.

6. 15. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2921-A, a request of Hugo Reed and Associates, Inc., for Tim and Cindy Sparkman, for a zoning change from T, C-4, and C-4 Specific Use to C-4 on 18.7 acres of unplatted land out of Block E-2, Section 16, 5202 114th Street, 10901 Slide Road, 11001 Slide Road, and 11109 Slide Road, and consider an ordinance.

6. 16. **Board Appointments - City Secretary:** Consider one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, and three appointments to the Urban Renewal and Neighborhood Redevelopment Commission.

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 28, 2016 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	URBAN RENEWAL AND NEIGHBORHOOD REDEVELOPMENT COMMISSION	ASHE, JOHN	3/1/2016	100%	REAL ESTATE AGENT	REAPPOINT	Y
			CHAPA, DAVID	3/1/2016	100%	CITIZEN	REAPPOINT	Y
			STANLEY, MAURICE	3/1/2016	N/A	CITIZEN	REPLACE	N/A
*	2	ZONING BOARD OF ADJUSTMENT	OLIVAREZ, MARGIE	2/1/2016	N/A	ALTERNATE	REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
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/Edcuation 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
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
02/26/2009	McKee	Todd	Male	Anglo				5
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
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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	Woordward	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

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	11.1% (1)
GENDER				
Male	48.5%	47.0%	72.6%	77.8% (7)
Female	51.5%	53.0%	27.4%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	55.6%(5)
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 with Officer of City status. This board consists of two boards. Neighborhood Redevelopment Commission studies the need for neighborhood rehabilitation in older sections of Lubbock and makes recommendations of rehabilitation projects to be funded annually by the Community Development Program. Urban Renewal Board oversees the sale and conditions of sale of Urban Renewal lots and any items involving land owned by the Urban Renewal Agency.

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Ashe, John (M,A,5)	Real Estate Agent	100%	Y	Reappoint
Chapa, David (M,H,5)	Citizen	100%	Y	Reappoint
Stanley, Maurice (M,A,3)	Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint John Ashe and David Chapa

To replace Maurice Stanley:
Janis Putteet (F,A,3) United Way Lubbock

City of Lubbock
Board and Commision Recruiting Database

Updated: **12/23/2015**

Urban Renewal / Neighborhood Redevelopment Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
08/26/2015	Uryasz	Steve	M	A	50-59	VP Banking	First United Bank	5
Sixth Preference								
07/02/2015	Miller	John	M	A	60+	Retired		4

Committee # 19 Urban Renewal / Neighborhood Redevelopment Commission — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Real Estate Agent **Ashe** **Mr. John**	Y	*5424 89th Street* *Lubbock, TX 79424*	*Action Realtors* *3602 Slide Road, B-320* *Lubbock, TX 79414*	*Curr:* *2nd:* *1st:*	03/27/2014-03/01/2016	*Y*
Email: ja3602@hotmail.com	N N	*8067943119* *8065446992*	*8067932316* *ja3602@hotmail.com*	*Fax:*	*8067850086*	
Member Accountant **Bowley** **Mr. Bryce**	N	*10206 York Ave* *Lubbock, TX 79424*	*Robinson Burdette Martin & Seright, LLP* *9816 Slide Road, Suite 301* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/24/2014-03/01/2016	*Y*
Email: bbowley@rbmsllp.com	N N	*(806) 543-1146* *(806) 543-1146*	*(806) 762-7577* *bbowley@rbmsllp.com*	*Fax:*		
Member Citizen **Chapa** **Mr. David**	N	*6824 Hyden* *Lubbock, TX 79424*	*texas tech* *Main & Flint* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	03/01/2014-03/01/2016	*Y*
Email: d.chapa@ttu.edu	N	*(806) 783-0880*	*texas tech* *d.chapa@ttu.edu*	*Fax:*	*(806) 742-0147*	
Secretary/Treasurer Citizen **Kiesling** **Ms. Juanita**	N	*5111 97th St* *Lubbock, TX 79424*	*WestMark, Realtors* *4105 84th St* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	03/01/2015-03/01/2017 03/01/2013-03/01/2015 03/01/2011-03/01/2013	*N*
Email: nkiesling@westmarkcommercial.cor	Y Y	*8067942618* *8062393540*	*8067943300* *nkiesling@westmarkcommercial.com*	*Fax:*	*8067945550*	
Member Banker **Luna** **Mrs. Amanda**	N	*11202 Canton Ave* *Lubbock, TX 79423*	*PrimeLending* *4010 82nd St, Ste 110* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	03/01/2015-03/01/2017	*Y*
Email: aluna@primelending.com	N	*8067020022*	*(806) 788-4474* *aluna@primelending.com*	*Fax:*	*(866) 768-4875*	
Member Citizen **Stanley** **Mr. Maurice**	N	*3801 25th Street* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	03/01/2014-03/01/2016 03/01/2012-03/01/2014 09/08/2011-03/01/2012	*N*
Email: m.stanley4839@gmail.com	N N	*8067939872* *8062414839*		*Fax:*		
Member Legal **Vaughn** **Ms. Denette**	N	*P.O. Box 64563* *Lubbock, TX 79464*	*Advocacy, Inc.* *4747 S. Loop 289, Ste. 120* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	03/01/2015-03/01/2017 06/26/2014-03/01/2015	*Y*
Email: dvaughn@advocacyinc.org	N	*8067944249*	*8067657794* *dvaughn@advocacyinc.org*	*Fax:*	*8067650496*	
Chair Residential Construction **Vitale** **Mr. Jeffrey**	Y	*5104 76th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	03/01/2015-03/01/2017 03/01/2013-03/01/2015 03/01/2011-03/01/2013	*N*
Email: brandijeff@hotmail.com	Y	*8067959765*	*8062410282* *brandijeff@hotmail.com*	*Fax:*		
Vice Chair Engineer **Warren** **Mr. Steven**	Y	*3005 Manioca* *Lubbock, TX 79403*	*Texas Dept. of Transportation* *135 Slaton Rd.* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	03/01/2015-03/01/2017	*Y*

Committee # 19	Urban Renewal / Neighborhood Redevelopment Commission	Perm/Temp Board:	P

	Confidential	Home	Business		Reappt Elig.
Email: slouch81@gmail.com	Y	(806) 765-7630	(806) 748-4490	Fax: (806) 748-4380	
	N	(806) 773-9684	Steven.Warren@txdot.gov		

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	66.7% (6)
Female	51.5%	53.0%	27.4%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	11.1% (1)
District 3	16.3%	16.6%	12.5%	33.3% (3)
District 4	17.0%	16.7%	19.6%	11.1% (1)
District 5	16.7%	17.8%	34.0%	11.1% (1)
District 6	17.3%	16.4%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

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

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Olivarez, Margie (F,H,6)	Alternate	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Margie Olivarez:
Ruben Young (M,H,5) Exit Realty of Lubbock

City of Lubbock
Board and Commision Recruiting Database

Updated: **12/29/2015**

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
12/16/2015	Jones	Stace	M	A	18-29	Early Education administrator/COO	Christian Preschool Centers Inc.	1
12/17/2015	Young	Ruben	M	H	40-49	Real Estate	Exit Realty of Lubbock	5
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 28	*Zoning Board of Adjustment*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member				*Curr:*	02/01/2014-02/01/2016	*Y*
Member	Y	*2401 E. 28th St*		*2nd:*	02/01/2012-02/01/2014	
Caviel		*Lubbock, TX 79404*		*1st:*	05/10/2011-02/01/2012	
Ms. Billie Jean						
Email:	Y	*8067628065*		*Fax:*		
billiej23@suddenlink.net			*billiej23@suddenlink.net*			
Member				*Curr:*	02/12/2015-02/01/2017	*Y*
Alternate	N	*6511 Peoria Avenue*		*2nd:*		
Cummins		*Lubbock, TX 79413*	*,*	*1st:*		
Dr. David						
Email:	N	*(806) 799-7812*		*Fax:*		
dacumm26@yahoo.com						
Member			*Texas Tech University*	*Curr:*	02/01/2015-02/01/2017	*Y*
Alternate	Y	*2104 Vicksburg*	*Rawls College of*	*2nd:*	09/25/2014-02/01/2015	
Goebel		*Lubbock, Texas 79407*	*Business, 703 Flint Ave.*	*1st:*		
Dr. Paul			*Lubbock, Texas 79409*			
Email:	Y	*(806) 799-3132*	*(806) 834-4044*	*Fax:*	*(806) 742-3197*	
paul.goebel@ttu.edu	Y	*(806) 790-7837*	*paul.goebel@ttu.edu*			
Member				*Curr:*	02/01/2015-02/01/2017	*Y*
Alternate	N	*2303 Birch Ave.*	*2025 North Alkron*	*2nd:*	08/28/2014-02/01/2015	
Harris		*Lubbock, Texas 79404*	*Lubbock, Texas 79404*	*1st:*		
Mrs. Shelia						
Email:	N	*(806) 687-5244*	*(806) 775-1853*	*Fax:*	*(806) 775-1860*	
spharris@co.lubbock.tx.us	Y	*(806) 474-9918*	*spharris@co.lubbock.tx.us*			
Vice Chair				*Curr:*	02/01/2014-02/01/2016	*Y*
Member	Y	*8213 Bourbon St*		*2nd:*	02/01/2012-02/01/2014	
Jackson		*Lubbock, TX 79424*		*1st:*	06/23/2011-02/01/2012	
Ms. Lyn						
Email:	Y	*8067981251*	*8067755138*	*Fax:*	*8067755075*	
Member			*JDMA, Architects*	*Curr:*	03/27/2014-02/01/2016	*Y*
Member	Y	*5115 2nd St, #12*	*1402 Ave N*	*2nd:*		
McKay		*Lubbock, TX 79416*	*Lubbock, TX 79401*	*1st:*		
Mr. Joe						
Email:	Y	*8067952620*	*8067444490*	*Fax:*	*8067444494*	
jmckay1438@gmail.com	Y	*8065353711*	*jmckay@jdmatexas.com*			
Chair				*Curr:*	02/27/2014-02/01/2016	*Y*
Member	Y	*3302 41st Street*		*2nd:*	02/01/2014-02/27/2014	
Naegele		*Lubbock, TX 79413*		*1st:*	02/01/2012-02/01/2014	
Mr. Douglas						
Email:	Y	*8063689278*		*Fax:*		
dougnaegele@mac.com	Y	*5122965549*				
Member			*AT&T*	*Curr:*	04/24/2014-02/01/2016	*Y*
Alternate	N	*5745 Duke*	*2321 University*	*2nd:*		
Olivarez		*Lubbock, TX 79416*	*Lubbock, TX 79415*	*1st:*		
Ms. Margarita						
Email:	N	*8067913040*	*8067586083*	*Fax:*		
olivtx@sbcglobal.net	N	*8065432330*	*mo9272@att.com*			
Member			*ARMtech Insurance*	*Curr:*	01/23/2014-02/01/2016	*Y*
Member	N	*3908 105th Street*	*Services, Inc.*	*2nd:*		
Vaughn		*Lubbock, Texas 79423*	*7101 82nd Street*	*1st:*		
Mr. Zane			*Lubbock, Texas 79424*			

Committee #	*28*	*Zoning Board of Adjustment*	*Perm/Temp Board:*	P

	Confidential	***Home***	***Business***		*Reappt Elig.*
Email: zanejvaughn@gmail.com	N	*(806) 790-4701*	*(806) 784-3423* *zvaughn@armt.com*	*Fax:* *(806) 473-0334*	

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
January 12, 2016
11:30 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 12th of January, 2016, at the Lubbock Memorial Civic Center, Exhibit Hall, 1501 Mac Davis Lane, Lubbock, Texas at 11:30 a.m.

12:00 P.M. CITY COUNCIL CONVENED
Lubbock Memorial Civic Center, Exhibit Hall, 1501 Mac Davis Lane, 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

1. Regular Agenda

1. 1. State of the City Address - concerning Lubbock economy, agriculture, employment, core services, including but not limited to water, wastewater, development and redevelopment, public safety, streets and transportation, community services, facilities, infrastructure, parks and recreation, and other modes of delivery of governmental services; and the operations and personnel of the City of Lubbock.

Jon Willey, President of the Lubbock Apartment Association, gave welcome remarks and recognized City Officials, staff, sponsors, and representatives of High Point Village.

The Lubbock Sheriff's Department presented the Colors.

Mayor Pro Tem Jim Gerlt led the Pledge of Allegiance.

LCU Best Friends performed the National Anthem.

Pastor Barry Stephens gave the invocation.

Mayor Glen C. Robertson gave a presentation on the State of the City, concerning Lubbock's economy, agriculture, employment, core services, including but not limited to water, wastewater, development and redevelopment, public safety, streets and transportation, community services, facilities, infrastructure, parks and recreation, and other modes of delivery of governmental services; and the operations and personnel of the City of Lubbock.

1:05 P.M. CITY COUNCIL ADJOURNED

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

The January 12, 2016 Special City Council Meeting minutes were approved by the City Council on the 28th day of January, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 01/28/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0001 Amendment 11 amending the FY 2015-16 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children Grant; providing for filing; and providing for a savings clause.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $23,000 for the Internet Crimes Against Children Grant, for a total appropriation of $66,000.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 11

Grant Detail Sheet - Police Internet Crimes Against Children

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE DALLAS POLICE DEPARTMENT FOR THE INTERNET CRIMES AGAINST CHILDREN GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 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 2015-16 (Budget Amendment #11) for municipal purposes, as follows:

I. Accept and appropriate an additional $23,000 for the Internet Crimes Against Children Grant, for a total appropriation of $66,000.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading 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/BudgetFY1516 Amend11 ord
December 17, 2015

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
January 14, 2016

Administrative Information:

City Assigned Grant Number:	86069
Grant Name:	Internet Crimes Against Children
Grant Effective Date:	07/01/2013-06/30/2016
Grant Provider/Agency:	City of Dallas Police Department/Department of Justice
Grant Award Amount:	$ 66,000

Budget Information:

	4/10/2014 Award Amount	Amendment Amount	Total Award Amount
Training, Equipment, and Operations	$ 43,000	23,000	$ 66,000
Grant Total			$ 66,000

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Chief of Police to execute Amendment Number 3 to accept supplemental funding from the Dallas Internet Crimes Against Children (ICAC) Task Force to the Lubbock Police Departement. (OJJDP Grant 2013-MC-FX-K036).

Item Summary

The City of Dallas/Dallas Police Department has been approved for supplemental funding for FY 2015 for the ICAC Task Force. This award has made additional funding available and extended our project budget period from 07/01/2013 to 06/30/2016.

This award will also allow the City of Dallas/Dallas Police to extend additional funding to us as a sub-grantee of our Task Force. The new Lubbock Police Department contract amount is $66,000. If additional funds are available in the future to grant to Lubbock Police Department, the City of Dallas will give written notice of its intent.

Fiscal Impact

The Lubbock Police Department will be reimbursed up to $66,000 for expenses related to training, travel, equipment and criminal investigations of internet crimes against children.

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution - Internet Crimes Against Children

Supplemental Funding Letter

Resolution & Supplement Agreement 1

Interlocal Agreement - City of Dallas and Lubbock

RESOLUTION

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

THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment Number 3 to that certain Interlocal Agreement by and between the City of Lubbock, through the Lubbock Police Department, and City of Dallas, originally dated April 10, 2014, regarding the Dallas Internet Crimes Against Children Task Force, and related documents, and to accept an additional $66,000 in grant funding. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
John Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Interlocal Agreement City of Dallas and LPD 12.4.doc

City of Dallas

November 24, 2015

Greg Stevens
Chief of Police
Lubbock Police Department
916 Texas Avenue
Lubbock, TX 79401

Dear Chief Stevens:

The City of Dallas/Dallas Police Department has been approved for supplemental funding for FY 2015 for the Internet Crimes Against Children Task Force (OJJDP Grant 2013-MC-FX-K036). This award has made additional funding available and extended our project budget period from 07/01/2013 to 06/30/2016.

This award will also allow us to extend additional funding to you as a sub-grantee of our Task Force. The new Lubbock Police Department contract amount is $66,000.

Please indicate below your acceptance of these additional funds and the extended term of the contract and return this document to me after signing below.

Thank you for your attention to this matter. Should you have questions or need additional information please feel free to contact me at (214) 671-4201.

Sincerely,

DAVID O. BROWN
CHIEF OF POLICE

A.F. Diorio
Lieutenant of Police
Crimes Against Persons Division
Investigations Bureau

On behalf of the Lubbock Police Department I hereby accept the additional funding and the extension of the term of the contract as set out above.

Authorized Official or Officer

ATTEST:

Becky Garza, City Secretary

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

APPROVED AS TO CONTENT:

Greg Stevens, Chief of Police

DALLAS POLICE DEPARTMENT JACK EVANS POLICE HEADQUARTERS 1400 S. LAMAR STREET DALLAS, TEXAS 75215

Resolution No. 2015-R0108
April 9, 2015
Item No. 5.1.1

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, Supplement Agreement No. 1 to that certain Interlocal Agreement by and between the City of Lubbock and the City of Dallas, Texas, regarding the Dallas Internet Crimes Against Children Task Force, and related documents. Said Supplemental 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 April 9, 2015.

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/RES.Supplemental Agrmt #1-City of Dallas
February 4, 2015

STATE OF TEXAS § SUPPLEMENTAL AGREEMENT NO. 1 TO THE
§ INTERLOCAL AGREEMENT BETWEEN CITY OF
§ DALLAS AND CITY OF LUBBOCK, TEXAS
COUNTY OF DALLAS §

THIS SUPPLEMENTAL AGREEMENT NO. 1 to that certain INTERLOCAL AGREEMENT BETWEEN CITY OF DALLAS AND LUBBOCK POLICE DEPARTMENT executed by the City Manager under the authority of Resolution No. 14-0299 (City of Lubbock Resolution No. 2014-R0125 effective April 10, 2014), adopted by the City Council on February 12, 2014, ("the Contract"), by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called "CITY", and CITY OF LUBBOCK THROUGH THE LUBBOCK POLICE DEPARTMENT, a Texas municipal corporation, hereinafter called "LUBBOCK POLICE DEPARTMENT", evidences the following:

1. The term of the Contract is revised as follows:

Extended from June 30, 2014 to June 30, 2015. If additional funds become available in the future, the Contract term may be extended further by CITY giving LUBBOCK POLICE DEPARTMENT written notice of the new term.

2. The Contract payment provisions are revised as follows:

New Contract Amount is $ 43,000. The Contract amount may increase further if, in the future, additional funds become available to grant to LUBBOCK POLICE DEPARTMENT. If additional funds are available in the future to grant to LUBBOCK POLICE DEPARTMENT, CITY will give written notice and LUBBOCK POLICE DEPARTMENT may accept or reject the additional funds by giving written notice of its intent to CITY.

3. All other terms, provisions, conditions, and obligations of the Contract between the CITY and LUBBOCK POLICE DEPARTMENT shall remain in full force and effect, and said Contract, as same may have been previously amended, and this Supplemental Agreement No. 1 shall be construed together as a single contractual agreement.

EXECUTED this the 9th day of April, 2015, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. 14-1909, approved on November 12, 2014, and by LUBBOCK POLICE DEPARTMENT, acting through its duly authorized official.

Recommended By:

D. O. B.

David O. Brown, Chief of Police

WHEREAS, the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention has made supplemental grant funds available to aid missing and exploited children during Fiscal Year 2012-2013; and

WHEREAS, the services of the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Tarrant County District Attorney's Office, Dallas County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office, and the Dallas Children's Advocacy Center are approved by the execution of Cooperative Working Agreements; and

WHEREAS, the 2012 Internet Crimes Against Children Continuation Grant No. 2010-MC-CX-K037 was awarded to the City of Dallas on September 29, 2012; and

WHEREAS, the 2012 Internet Crimes Against Children Continuation Grant No. 2010-MC-CX-K037 was accepted and appropriations and expenditures were authorized by the Dallas City Council on November 14, 2012; and

WHEREAS, execution of the Internet Crimes Cooperative Working Agreements with the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Dallas County District Attorney's Office, Potter County District Attorney's Office, Tarrant County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office, and the Dallas Children's Advocacy Center must be authorized by the Dallas City Council;

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into the respective Internet Crimes Cooperative Working Agreements with the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Dallas County District Attorney's Office, Potter County District Attorney's Office, Tarrant County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office, and the Dallas Children's Advocacy Center for the investigation, prosecution, education, and counseling activities related to the Dallas Internet Crimes Against Children Task Force response to the Internet related sexual exploitation of children.

Section 2. That the City Controller is hereby authorized to pay: An amount not to exceed $13,000, from $26,500 to $39,500 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A01, Commodity 95217, Vendor Number 014003 (Dallas County District Attorney's Office); and

An amount not to exceed $11,500, from $21,500 to $33,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A02, Commodity 95217, Vendor Number 331260 (Tarrant County District Attorney's Office); and

An amount not to exceed $5,000, from $17,000 to $22,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A03, Commodity 95217, Vendor Number VC0000001926 (Potter County District Attorney's Office); and

An amount not to exceed $9,500, from $17,500 to $27,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A04, Commodity 95217, Vendor Number VS0000014264 (Collin County Sheriff's Department); and

An amount not to exceed $5,000, from $13,500 to $18,500 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11L42, Commodity 95217, Vendor Number VS0000014301 (Taylor County Sheriff's Department); and

An amount not to exceed $5,000, from $11,000 to $16,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11L41, Commodity 95217, Vendor Number VS000008139 (Wichita County Sheriff's Department); and

An amount not to exceed $10,000 from $21,000 to $31,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A06, Commodity 95217, Vendor Number VC0000009161 (Lubbock Police Department); and

An amount not to exceed $10,000, from $20,000 to $30,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A07, Commodity 95217, Vendor Number 520488 (Arlington Police Department); and

An amount not to exceed $7,000, from $17,000 to $24,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A08, Commodity 95217, Vendor Number 268175 (Garland Police Department); and

Section 2. (Continued) An amount not to exceed $13,500, from $31,500 to $45,000 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A09, Commodity 95217, Vendor Number 516362 (Longview Police Department); and

An amount not to exceed $37,000, from $31,500 to $68,500 from F411, Department DPD, Unit 2728, Object 3099, Encumbrance Number PX2728CR11A11, Commodity 95217, Vendor Number 263854 (Dallas Children's Advocacy Center);

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

NOV 14 2012

City Secretary

APPROVED AS TO FORM:
WARREN M.S. ERNST.
City Attorney

BY _____
Assistant City Attorney

CITY OF DALLAS
A.C. GONZALEZ
City Manager

BY _____
Assistant City Manager

APPROVED AS TO FORM

City Attorney

BY _____
Assistant City Attorney

CITY OF LUBBOCK:
GLEN C. ROBERTSON
MAYOR

BY _____

APPROVED AS TO CONTENT:
ROGER ELLIS
Chief of Police

BY _____

ATTEST:
Rebecca Garza
City Secretary

BY _____

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE CITY OF LUBBOCK

STATE OF TEXAS §

COUNTY OF DALLAS §

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas, hereinafter called "City" and the City of Lubbock through the Lubbock Police Department, Texas, hereinafter called "Lubbock Police Department."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Internet Crimes Against Children Task Force is a grant program funded under an award by the United States Department of Justice, hereinafter called "DOJ" through their Office of Juvenile Justice and Delinquency Prevention, hereinafter called "OJJDP" under the Federal Missing and Exploited Children's Program; and

WHEREAS, City and the Lubbock Police Department desire to enter into an agreement regarding the Dallas Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from July 1, 2013 through June 30, 2014; and

WHEREAS, the grant is entitled Internet Crimes Against Children (Grant Number 2013-MC-FX-K036), hereinafter called "Project", and

WHEREAS, the Dallas Police Department has asked the Lubbock Police Department to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Lubbock Police Department for the mutual consideration stated herein:

I.

For the consideration hereinafter agreed to the Lubbock Police Department undertakes, covenants and agrees to:

1. Provide staff and resources to prosecute Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.

2. Accept criminal case referrals for prosecution as appropriate that may be forwarded from the Dallas Police Department.

3. On a quarterly basis provide the Dallas Police Department with an activity report describing cases prosecuted by personnel funded by this Grant.

4. Maintain documentation of all partial salary and overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning the salary or overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the salary or overtime. This expenditure report must carry an original signature of a Lubbock Police Department official and be supported by departmental payroll records which correspond to the salary or overtime payments. This salary and overtime expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.

5. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry the signature of a Lubbock Police Department official and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.

6. Maintain an up-to-date and itemized inventory list of all supplies, equipment, or services purchased by the Lubbock Police Department with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Lubbock Police Department's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his designate to make one or more on-site visits for the purpose of assessing the compliance of the Lubbock Police Department with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.

8. When requested, provide the Dallas Police Department with a copy of the Lubbock Police Department's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted for herein, the City agrees to reimburse the Lubbock Police Department a sum not to exceed twenty thousand dollars ($20,000.00). This sum is to reimburse the Lubbock Police Department for expenses incurred for partial salary of a grant-sponsored position, overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Lubbock Police Department for its operations to combat Internet-related crimes against children. The Lubbock Police Department may invoice the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after June 30, 2014. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Lubbock Police Department as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. A.F. Diorio
Dallas Police Department
1400 South Lamar Street, Room 3N061
Dallas, Texas 75215-1815

III.

During the performance of this Interlocal Agreement, the Lubbock Police Department agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.

2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.

3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.

4. Any and all equipment and supplies purchased with Grant funds by the Lubbock Police Department will remain property of the Lubbock Police Department.

IV.

The term of this Agreement shall be from July 1, 2013 through June 30, 2014. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

V.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

David O. Brown
Chief of Police
Dallas Police Department
1400 South Lamar Street
Dallas, Texas 75215

Copy to:

A.C. Gonzalez
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201

If intended for the
Lubbock Police Department, to:

Roger Ellis
Chief of Police
Lubbock Police Department
916 Texas Avenue
Lubbock, Texas 79401

Copy to:

James Loomis
City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79401

VI.

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

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

VIII.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this 10th day of April, 2014, by the CITY, by and through its duly authorized officials pursuant to City Council Resolution No. 2014-R0125, and by the City of Lubbock Police Department by and through its duly authorized officials. However, the effective date of this Agreement is July 1, 2013.

Recommended By:

David O. Brown
Chief of Police

APPROVED AS TO FORM
WARREN M.S. ERNST
City Attorney

By: _____
Assistant City Attorney

CITY OF DALLAS
A.C. GONZALEZ
City Manager

By: _____
Assistant City Manager

CITY OF LUBBOCK:

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis, Police Chief

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Interlocal Agrmnt 2013-2014 ICAC MOU Lubbock PD
2.26.14

WHEREAS, the City of Dallas applies for grant funds available from the U.S. Department of Justice to aid missing and exploited children; and

WHEREAS, the services of the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Tarrant County District Attorney's Office, Dallas County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office and the Dallas Children's Advocacy Center are approved by the execution of Cooperative Working Agreements; and

WHEREAS, the 2013 Internet Crimes Against Children Continuation Grant (07/01/13 to 06/30/2014) No. 2013-MC-FX-K036 was awarded to the City of Dallas on September 16, 2013; and

WHEREAS, the 2013 Internet Crimes Against Children Continuation Grant supplement No. 2013-MC-FX-K036 was accepted and appropriations and expenditures were authorized by the Dallas City Council on November 6, 2013; and

WHEREAS, execution of the Internet Crimes Cooperative Working Agreements with the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Dallas County District Attorney's Office, Potter County District Attorney's Office, Tarrant County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office and the Dallas Children's Advocacy Center must be authorized by the Dallas City Council.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into the respective Internet Crimes Cooperative Working Agreements with the Arlington Police Department, Garland Police Department, Longview Police Department, Lubbock Police Department, Dallas County District Attorney's Office, Potter County District Attorney's Office, Tarrant County District Attorney's Office, Collin County Sheriff's Office, Taylor County Sheriff's Office, Wichita County Sheriff's Office and the Dallas Children's Advocacy Center for the investigation, prosecution, education, and counseling activities related to the Dallas Internet Crimes Against Children Task Force response to the Internet related sexual exploitation of children.

Section 2. That the City Controller is hereby authorized to pay: An amount not to exceed $11,500, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C45, Commodity 95217, Vendor Number 014003 (Dallas County District Attorney's Office); and

An amount not to exceed $8,500, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C46, Commodity 95217, Vendor Number 331260 (Tarrant County District Attorney's Office); and

An amount not to exceed $6,651, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C47, Commodity 95217, Vendor Number VC0000001926 (Potter County District Attorney's Office); and

An amount not to exceed $15,000, F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C48, Commodity 95217, Vendor Number VS0000014264 (Collin County Sheriff's Department); and

An amount not to exceed $10,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C49, Commodity 95217, Vendor Number VS0000014301 (Taylor County Sheriff's Department); and

An amount not to exceed $7,500, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C50, Commodity 95217, Vendor Number VC000008139 (Wichita County Sheriff's Department); and

An amount not to exceed $20,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C51, Commodity 95217, Vendor Number VC0000009161 (Lubbock Police Department); and

An amount not to exceed $10,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C52, Commodity 95217, Vendor Number 520488 (Arlington Police Department); and

An amount not to exceed $10,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C53, Commodity 95217, Vendor Number 268175 (Garland Police Department); and

An amount not to exceed $20,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C54, Commodity 95217, Vendor Number 516362 (Longview Police Department); and

An amount not to exceed $37,000, from F407, Department DPD, Unit 1505, Object 3099, Encumbrance Number PX1505CR14C55, Commodity 95217, Vendor Number 263854 (Dallas Children's Advocacy Center).

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

FEB 12 2014

City Secretary

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

Meeting Date: 01/28/2016

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 12 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92248, Street Maintenance Program; and respecting the General Fund to increase the transfer to CIP; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92248, Street Maintenance Program, by decreasing the FY 2016 10-Year Tax Revenue Certificates of Obligation by $4,760,813, from $7,832,650 to $3,071,837; and increasing the FY 2016 General Fund Pay-As-You-Go by $4,760,813, from $2,080,485 to $6,841,298.

II. Amend the FY 2015-16 General Fund Operating Budget by increasing the transfer to CIP by $4,760,813, from $5,449,485 to $10,210,298.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 12

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92248, STREET MAINTENANCE PROGRAM; AND RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO CIP; 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 2015-16 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 2015-16 (Budget Amendment #12) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92248, Street Maintenance Program, by decreasing the FY 2016 10-Year Tax Revenue Certificates of Obligation by $4,760,813, from $7,832,650 to $3,071,837; and increasing the FY 2016 General Fund Pay-As-You-Go by $4,760,813, from $2,080,485 to $6,841,298.

II. Amend the FY 2015-16 General Fund Operating Budget by increasing the transfer to CIP by $4,760,813, from $5,449,485 to $10,210,298.

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/BudgetFY1516 Amend12 ord
January 14, 2016

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an Amendment to the Downtown Revitalization Master Developer Consultant agreement between the City of Lubbock and McDougal Land Co., L.C.

Item Summary

The City Council approved a contract on December 4, 2008, and amended the contract on December 19, 2013, with McDougal Land Co., LC. to provide master developer and consultant services to oversee and implement the Downtown Revitalization Action Plan. The contract terminates on December 31, 2018.

Certain terms contained in the amended agreement need clarification as they relate to the advisory nature of the CBD TIF Board and its requirements under the amended agreement. The terms amended are located in the paragraph entitled "Years Two, Three, Four, and Five" on page 2 of the amended agreement. The amendment clarifies the advisory role of both the subcommittee and the CBD TIF Board.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution and Amendment

RESOLUTION

WHEREAS, the City of Lubbock welcomes new development projects and encourages all independent developers to work in the revitalization initiative for downtown Lubbock; and

WHEREAS, the City also recognizes the need for a Master Developer Consultant; and

WHEREAS, Master Developer Consultant, McDougal Land Company, L.C. and the City entered into an agreement known as the Downtown Revitalization Master Development Consultant Agreement (the "Agreement"), effective January 1, 2009, for Master Developer Consultant to act as consultants for the City and the CBD TIF in the assessment process, in the development of land use policies, in the visioning and other planning activities necessary to successfully redevelop, market and manage the urban redevelopment area of Downtown Lubbock and in overseeing and implementing the Downtown Revitalization Action Plan, and wherein, Master Developer Consultant agreed to use private funding to acquire property, sell property and recruit businesses to develop the downtown area; and

WHEREAS, the Agreement was scheduled to terminate December 31, 2013, unless amended or extended by mutual agreement of the parties under terms of the Agreement; and

WHEREAS, the City and the Master Developer Consultant amended the terms of the Downtown Revitalization Master Developer Consultant Agreement through Resolution No. 2013-R0460; and

WHEREAS, certain terms contained in the amended Agreement need clarification as they relate to the advisory nature of the CBD TIF Board and its requirements under the amended Agreement; **NOW THEREFORE,**

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock this Second Amendment to Downtown Revitalization Master Developer Consultant Agreement between the City of Lubbock and McDougal Land Company, L.C. Said Second Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on_____, 2016.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Taylor, Chairman,
Central Business District Tax Increment
Reinvestment Zone (CBD TIF)

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

SECOND AMENDMENT TO DOWNTOWN REVITALIZATION MASTER DEVELOPER CONSULTANT AGREEMENT

This Second Amendment to the Downtown Revitalization Master Developer Consultant Agreement ("Amendment") is entered into by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City"), and McDougal Land Company, L.C., an affiliate of the McDougal Companies (the "Master Developer Consultant").

WITNESSETH:

WHEREAS, the City of Lubbock welcomes new development projects and encourages all independent developers to work in the revitalization initiative for downtown Lubbock; and

WHEREAS, the City also recognizes the need for a Master Developer Consultant; Master Developer Consultant and City entered into an agreement effective January 1, 2009, for Master Developer Consultant to act as consultants for the City and the CBD TIF in the assessment process, in the development of land use policies, in the visioning and other planning activities necessary to successfully redevelop, market and manage the urban redevelopment area of Downtown Lubbock and in overseeing and implementing the Downtown Revitalization Action Plan, and wherein, Master Developer Consultant agreed to use private funding to acquire property, sell property and recruit businesses to develop the downtown area; and

WHEREAS, the Agreement was scheduled to terminate December 31, 2013, however, the Agreement was amended to provide a five-year extended term through Resolution No. 2013-R0460; and

WHEREAS, certain terms contained in the amended Agreement need clarification as they relate to the advisory nature of the CBD TIF Board and its requirements under the amended Agreement; **NOW, THEREFORE**, the City and Master Developer Consultant agree to a Second Amendment of the Agreement as follows:

1. The last paragraph of Amended Exhibit D entitled "Years Two, Three, Four and Five" is deleted and replaced by the following:

"Years Two, Three, Four and Five

For years two, three, four and five of this Agreement, sixty days prior to each anniversary date for this Agreement, the Development Committee of the CBD TIF Board will meet with the Master Developer Consultant to review the Master Developer Consultant's performance of the deliverables listed in this Amended Exhibit D. The Development Committee's review of the Master Developer Consultant's performance shall be submitted to the CBD TIF Board for its review and approval. Due to the advisory status of the CBD TIF Board and its Development Committee, any recommended adjustment to this Agreement or any additional action required of the Master Developer Consultant that is recommended by the Development Committee or the CBD TIF Board shall require City Council approval."

The parties enter into this Second Amendment to the Downtown Revitalization Master Developer Consultant Agreement on _____, 2016.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

MASTER DEVELOPER CONSULTANT:
McDOUGAL LAND COMPANY, L.C.

By: Delbert McDougal, Manager

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

Robert Taylor, Chairman
Central Business District Tax Increment
Reinvestment Zone (CBD TIF)

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Accounting: Consider a resolution approving the revised City of Lubbock Investment Policy and Investment Strategy for 2016, as reviewed and recommended by the Audit and Investment Committee.

Item Summary

The Public Funds Investment Act (PFIA), Texas Government Code 2256.005(e), requires the City Council to perform an annual review of the City's Investment Policy and Investment Strategy. The Investment Policy and Investment Strategy is updated to reflect changes recommended by the Audit and Investment Committee.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Interim Director of Finance
Audit and Investment Committee

Attachments

Resolution - Investment Policy & Strategy 2016

Investment Policy and Investment Strategy for 2016

RESOLUTION

WHEREAS, the City Council has reviewed and approved the City of Lubbock's Investment Policy and Investment Strategy and finds that it complies with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) and the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code); NOW THEREFORE;

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

THAT the City of Lubbock investment policy and investment strategy, as reviewed and recommended by the Audit and Investment Committee in the attached document entitled "City of Lubbock, Texas, Investment Policy and Investment Strategy for 2016" which is hereby incorporated in the Resolution as if fully set forth, be approved and adopted for the City of Lubbock, Texas, 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:

_____
Linda Cuellar, Acting Executive Director of Finance

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Investment Policy Approval for 2016

City of Lubbock, TX
Finance Department
Investment Policy and Investment Strategy for 2016

Policy

The Executive Director of Finance, or Designee, of the City of Lubbock, Texas, is charged with the responsibility to prudently and properly manage any and all funds of the City. Time and demand deposits must be fully collateralized and all transactions appropriately authorized. The following investment policy addresses the procedures, controls, and practices, which must be exercised to ensure sound fiscal management. The statutory foundation for this Policy is the Public Funds Investment Act (the "Act", Texas Government Code 2256) and the Public Funds Collateral Act, (Texas Government Code 2257.)

Scope

This policy shall apply to the investment of all financial assets and all funds of the City of Lubbock (hereinafter referred to as the "City") over which it exercises financial control. In order to effectively make use of the City's cash resources, all moneys, with the exception of certain bond proceeds which must be segregated and accounted for separately ("Bond Funds"), shall be pooled into one investment account ("Operating Funds"). The investment income derived from this account shall be distributed to the various City funds in accordance with the existing City Policy.

These funds are accounted for in the City of Lubbock Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Capital Projects Funds
Enterprise Funds (excluding WTMPA)
Internal Service Funds
Agency Funds

The Bond Funds Portfolio includes bond proceeds recorded in Capital Projects, Enterprise, and Internal Service Funds, while the Operating Portfolio includes all other resources in the other funds listed.

Objectives

The City's principal investment objectives are listed in order of priority:

A. Compliance with all Federal, State, and other legal requirements (includes but is not limited to Chapter 2256 Public Funds Investment Act, as amended and Chapter 2257 Public Funds Collateral Act, as amended, of the Texas Government Code)
B. Safety: Preservation of capital and the protection of investment principal.
C. Liquidity: Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
D. Diversification: Maintenance of diversity in market sector and maturity to minimize market risk in a particular sector.
E. Marketability: Ability to liquidate investments before maturity if the need arises.
F. Yield: Attainment of a market rate of return equal to or higher than the performance measure established by the Executive Director of Finance, or Designee.

Responsibility and Control

Delegation of Authority

The ultimate responsibility and authority for investment transactions involving the City resides with the Executive Director of Finance, or Designee. The Executive Director of Finance, or Designee, has delegated the investment function to the Debt and Investment Analyst, or Designee, and all are designated as Investment Officers. (2256.005(f)) The Debt and Investment Analyst, or Designee is charged with executing the day-to-day investment functions for the City following the guidance and recommendations of the City's Audit and Investment Committee.

Audit and Investment Committee

The City will utilize the Audit and Investment Committee to assist in monitoring the performance and structure of the City's investments. The Audit and Investment Committee shall be responsible for the investment strategy decisions, activities, and the establishment of written procedures for the investment operations consistent with this policy. Monitoring of the portfolio shall be performed by the Audit and Investment Committee no less than quarterly and verified by the City's independent auditor at least annually. The Audit and Investment Committee shall discuss investment reports, investment strategies, and investment and banking procedures.

Investment Advisors

The Executive Director of Finance, or Designee, may in his/her discretion, with Council approval, appoint one or more investment advisors, registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.), to assist in the management of a portion of the City's assets. To be eligible for consideration, an investment advisor shall demonstrate to the Audit and Investment Committee knowledge of cash management and experience in managing public funds. Selection of any investment advisor shall be based upon their expertise in public cash management. An appointed investment advisor may be granted investment discretion within the guidelines of this Investment Policy with regard to the City's assets placed under its management. A contract made under authority of the Act may not be for a term longer than two years on the original contract term. A renewal or extension of the contract must be made by the City Council by resolution. (2256.003)

Standard of Care

The standard of care is to be used for managing the City's assets (2256.006), which states, "Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." Investment officers acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The City's independent auditor will perform a compliance audit of management controls on investments and adherence to investment policies annually.

In accordance with the Act (2256.005 and 2256.008), the Investment Officers shall attend 10 hours of investment training within 12 months of assuming duties and 8 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The investment training session shall be provided by an independent source approved by the Audit and Investment Committee. Training must include education in investment controls, security risks, strategy risks, market risks, and diversification of investment portfolio in order to ensure the quality and capability of investment management in compliance with the Act.

Investment Portfolio

Authorized Investments

The following are authorized investments for the City and all are authorized and further defined by the Act:

- Obligations of the United States or its agencies and instrumentalities, which have a liquid market with a readily determinable market value but excluding mortgage backed securities. (2256.009(1))
- Direct obligations of this state or its agencies and instrumentalities (2256.009(2)) rated not less than A or its equivalent by at least one nationally recognized investment rating firm. (2256.009(a)(5))
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States. (2256.009(a)4))
- Obligations of states (other than Texas), agencies, counties, cities, and other political subdivisions of any state rated not less than A or its equivalent by at least one nationally recognized investment rating firm. (2256.009(a)(5))
- Fully collateralized certificates of deposit issued by a state or national bank that has its main office or a branch office in Texas and guaranteed, or insured by the Federal Deposit Insurance Corporation or its successor, secured by obligations authorized by this subchapter, or secured in any other manner and amount provided by law for deposits of the City (2256.0010)
- Constant dollar, investment pools rated not less than AAA or an equivalent rating by at least one nationally recognized rating service and authorized by the City Council and as further defined by the Act**,** which invests in eligible securities as authorized by this subchapter (2256.016).

The following investments are prohibited by the Act (2256.009(b)):

- An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal, i.e. interest-only collateralized mortgage obligations (IO's).
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest, i.e. principal-only collateralized mortgage obligations (PO's).
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index, i.e. CMO inverse floaters.
- Investment in the aggregate of more than 80 percent of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds or mutual funds; investment in the aggregate of more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds; investment of any portion of bond proceeds, reserves, and funds held for debt service, in mutual funds; and investment of its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund (2256.014).

Existing Investments

The Investment Officer is not required to liquidate investments that were authorized investments at the time of purchase (2256.017).

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating

(2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. When conditions warrant, the guidelines below may be exceeded by approval of the Audit and Investment Committee.

The City may invest to the following limits as a percentage of its total investment portfolio, these limitations do not apply to Bond Funds:

100% in United States Treasury Obligations
100% in Investment Pools
80% in Federal Instrumentalities or Agencies
50% in Certificates of Deposit
30% in Municipal Bonds

Investment Pools

In accordance with the Act (2256.016) investment pools must be continuously rated no lower than AAA or equivalent, with a weighted average maturity of less than 60 days. The pool must have an advisory board. A thorough investigation of the pool is required prior to investing, and on a continual basis, as due diligence, and shall include but is not limited to, the following topics:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, method of distribution, and treatment of gains and losses.
- A description of the method used to safeguard securities (including the settlement processes), and the frequency and method by which securities are priced.
- An annual audited financial statement.
- The yield and expense ratio of the pool, including a statement regarding how yield is calculated.
- The frequency of audit of the program.
- A description of eligible participants along with allowable frequency and size of deposits and withdrawals.
- A schedule for receiving statements and portfolio listings.
- The policy under which reserves, retained earnings, etc. may be utilized by the pool.
- A fee schedule, and when and how it is assessed.
- Information related to the fund's eligibility for accepting bond proceeds.
- Investments in a qualifying Investment Pool should be limited to no more than 5% of the total assets in the pool.

Investment Strategy

The City of Lubbock maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the investment portfolios. The policies detailed below are subject to an annual review to occur prior to the annual City Council action regarding the Investment Policy. (2256.005(d))

(1) Operating Funds and Commingled Pools Containing Operating Funds

The investment strategy for the portfolio containing operating funds, the Operating Portfolio, has as its primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Investment maturities shall be matched against liabilities including debt service requirements.

The secondary objective of the Operating Portfolio is to create a portfolio structure, which will experience minimal volatility during economic cycles. This will be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in a laddered maturity structure.

The City shall maintain a dollar-weighted average maturity of two (2) years or less based on the stated final maturity dates of each security in its Operating Portfolio. The City shall at all times maintain at least 10% of its operating investment portfolio in instruments maturing in 120 days or less.

(2) Debt Service Funds

The investment strategy for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover each succeeding debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds any unfunded debt service payment date. The maximum weighted average maturity shall not exceed one (1) year.

(3) Debt Service Reserve Funds

The investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality with short- to intermediate-term maturities. The maximum weighted average maturity shall not exceed one (1) year. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available within the desired maturity and quality range using a laddered maturity structure. Such securities will tend to hold their value during economic cycles.

(4) Bond Funds

The investment strategy for bond funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held shall not exceed the estimated project completion date. The maximum weighted average maturity shall not exceed two (2) years.

Cash Flow

A cash flow analysis shall be reviewed and updated no less than semi-annually. This cash flow analysis is the basis for matching liabilities or obligations with security maturities as outlined in the strategies previously listed.

Maximum Maturity

The maximum maturity of any individual security the City may invest in shall be 5 years.

Derivatives

A derivative is any security whose cash flow characteristics (coupon, redemption amount, or stated and estimated maturity) depend upon one or more indices or that has embedded futures or options. They can be linked to different market sectors or interest rate scenarios including: 1) increasing or decreasing interest rates, 2) U.S. Treasury yield curve, 3) foreign yield curves, 4) relationship between two different yield curves, 5) foreign exchange rates 6) equity price movements, and 7) commodity price movements.

The City shall define a derivative for purposes of investment as any mortgaged backed security to eliminate possible extension, volatility and reinvestment risk. The City will not invest in any mortgage-backed securities (MBS) whether a straight pass-through mortgage backed or further derived mortgage backed security (CMO).

The City shall not define United States Agency and Instrumentality debentures as derivatives. Debentures have a defined maturity date, which cannot extend regardless of their structure. These will be restricted to a maximum maturity of three (3) years. Floating rate debentures may only float on the U.S. Treasury rates and not exceed one (1) year in maturity.

The Investment Officers will monitor the development of new financial instruments and may present to the Audit and Investment Committee amendments to the above definition. The Investment Officers will not invest in derivatives without approval from either the Committee or City Council.

Management Style

The City seeks an active, rather than passive, management of its portfolio assets. Assets may be sold at a loss only if the Investment Officers feel that the sale of the security is in the best long-term interest of the City. Supporting documentation shall be maintained by the Investment Officer for all sales of securities in which there is a book loss or where a security is sold in order to simultaneously purchase another security.

Authorized Financial Broker/Dealers and Institutions

The City shall maintain a list of authorized broker/dealers and financial institutions, which are approved by the Audit and Investment Committee for investment purposes. It shall be the policy of the City to purchase securities only from those authorized institutions and firms. The Committee will review and approve the list at least annually.

To be eligible for authorization, each broker/dealer or financial institution shall:

1. Complete and submit to the City a Broker/Dealer Questionnaire, which includes the firm's most recent financial statements.
2. Provide a written instrument certifying that they have received and thoroughly reviewed the City's investment policy and have implemented reasonable procedures and controls and understand the parameters set by the City of Lubbock.
3. Be a member of the FDIC (Financial Institutions only)
4. Be a "primary" dealer or regional dealer that qualifies under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). All broker/dealers must submit: (a) audited financial reports (b) proof of National Association of Security Dealers certification, and (c) proof of state registration (Broker/Dealers only).
5. Provide competitive offers, resulting in the sale of a security, to the City. If there are no sales from a particular broker/dealer over a 12-month period, this broker/dealer will be removed from the approved broker/dealer listing (Broker/Dealers only).

The Investment Officer, or investment advisor, shall maintain a file of all Broker/Dealer Questionnaires. Broker/dealers and other financial institutions will be selected on the basis of their expertise in cash management and their ability to provide service to the City's account.

The Investment Officers shall exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City of Lubbock shall be trained in the precautions appropriate to public-sector investments and shall be required to familiarize themselves with the City's investment objectives, policies and constraints. In the advent of a material adverse change in the financial condition of the firm or financial institution, the City will be informed immediately by telephone and in writing.

All investment transactions must be competitively transacted and executed with broker/dealers or financial institutions that have been authorized by the City. The City will obtain at least 3 competitive offers. Exception: New issues will not be required to be competitively transacted as all broker/dealers would show the same price and yield.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City of Lubbock will have a written depository agreement with any financial institution with whom the City of Lubbock has time or demand deposits. The Investment Officer shall monitor the financial condition of financial institutions where certificates of deposit are held and report quarterly to the Audit and Investment Committee.

Collateralization of Public Deposits

Collateralization requirements are governed by Texas Government Code Chapter 2257 Public Funds Collateral Act. Collateralization will be required on three types of investments: time deposits, demand deposits, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the required minimum collateral level will be 102% of market value of principal and accrued interest monitored and maintained by the financial institution. The City of Lubbock chooses to limit collateral to the following:

Underlying collateral shall be composed of those investments approved in this policy and mortgage-backed securities as defined in Texas Government Code Chapter 2257.002. The maturity of the collateral security shall be no longer than a 30-year stated final maturity. Market value of the collateral shall be priced at least daily for repurchase agreements and monthly for time and demand deposits (including mortgage-backed securities).[A,E]

Collateral shall always be held by an independent third party with whom the City of Lubbock has a current custodial agreement. This should be evidenced by a written agreement in an effort to satisfy the Uniform Commercial Code (UCC) requirement for control. A safekeeping receipt must be supplied to the City of Lubbock for any transaction involving sales/purchases/maturities of securities and/or underlying collateral, which the City of Lubbock will retain. The right of collateral substitution is granted provided the substitution has prior approval of the City and is followed by the delivery of an original safekeeping receipt to the City of Lubbock, and the replacement collateral is received prior to the release of original collateral.

The collateral agreement must be:

- In writing
- Approved by the board of directors of the depository or its loan committee; and,
- Continuously, for the time of its execution, an official record of the depository institution.

Safekeeping of Securities

All securities owned by the City shall be held in City designated third party safekeeping. All trades executed by a dealer will settle Delivery vs. Payment through the City’s safekeeping agent.

Securities purchased by the City shall be held in a segregated account. Collateral pledged to the City securing Certificates of Deposit shall be held in joint custody at the Federal Reserve Bank. It is the intent of the City that all securities be perfected in the name of the City.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City of Lubbock shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the collateral was received by the Trustee. The collateral shall be held in the name of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Same Day Funds Settlement Procedures

All new issues will be made depository book-entry eligible, and principal and interest will be paid to the depository by fiscal agents in same-day funds on the payment date. For all existing issues, payments of principal and interest will be made to depositories by the fiscal agents in same-day funds on the payment date.

Each depository should pay bondholders in same-day funds on the payment date. On, or prior to the morning of the payment date, CUSIP number identification and dollar amount notifications will be sent to each depository using automated communications.

Reporting

Investment reports shall be prepared monthly and be signed and submitted by the Investment Officers, in a timely manner. These reports will be submitted to the City Manager and City Council. This report shall describe in detail the investment position of the City, disclose the market value and book value of each fund group as well as each separate investment, and state the maturity date of each security and accrued interest for the reporting period. It must also express the compliance of the portfolio to the investment strategy contained in the City's Investment Policy, the Act, and Generally Accepted Accounting Principles (GAAP). Market pricing information is obtained through the use of appropriate software available either externally such as through investment advisors, or internally. A written record shall be maintained of all bids and offerings for securities transactions in order to insure that the City receives competitive pricing. An independent auditor will review monthly investment reports on an annual basis, as required by the Act.

Changes in Statutes, Ordinances or Procedures

This policy is designed to operate within the restrictions set forth in applicable State of Texas and Federal laws and statutes, but it does not permit all activity allowed by those laws. Changes to state or federal laws, which restrict a permitted activity under this policy, shall be incorporated into this policy immediately upon becoming law. Changes to state or federal laws, which do not further restrict this policy, shall be reviewed by the Audit and Investment Committee and recommended to the City Council when appropriate.

Performance Review

The Audit and Investment Committee shall meet no less than quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Investment Officers shall periodically establish a benchmark yield for the City's investments, which shall be equal to the average yield on the United States Treasury security, which most closely corresponds to the portfolio's actual weighted average maturity, or other benchmark as approved by the Audit and Investment Committee. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio should be included in the computation of the portfolio's rate of return.

Ethics and Conflicts of Interest

Investment Officers, employees, and Audit and Investment Committee Members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and the Texas Ethics Commission, any material financial interests in financial institutions that conduct business within this City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this City's portfolio. A disclosure statement with the Texas Ethics Commission and the City Manager will also be filed if an Investment Officer, employee, or Audit and Investment Committee Member is related within the third degree by consanguinity or within the second degree by affinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City. Employees and officers shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit and Investment Committee and with the independent auditor on an annual basis. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees and officers of the City.

Policy Revisions

The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies (2256.005(e)). The Audit and Investment Committee will review the Investment Policy and Investment Strategies annually. The Audit and Investment Committee shall forward modifications to the Policy or a resolution stating there are no changes to the City Council annually for City Council action.

Authority/Date Issued:

City Council Resolution # 5728/December 18, 1997
City Council Resolution # 5867/May 28, 1998
City Council Resolution #6600/November 4, 1999
City Council Resolution #2000-R0418/November 27, 2000
City Council Resolution #2001-R0471/November 8, 2001
City Council Resolution #2003-R0065/February 13, 2003
City Council Resolution #2003-R0474/October 23, 2003
City Council Resolution #2004- R0560/November 18, 2004
City Council Resolution #2005- R0478/October 13, 2005
City Council Resolution #2007- R0242/June 14, 2007
City Council Resolution #2007- R0402/August, 23, 2007
City Council Resolution #2008-R0113/April 10, 2008
City Council Resolution #2009-R0138/April 9, 2009
City Council Resolution #2010-R0159/April 8, 2010
City Council Resolution #2011-R0135/April 14, 2011
City Council Resolution #2012-R0033/January 26, 2012
City Council Resolution #2013-R0050/January 31, 2013
City Council Resolution #2014-R0002/January 9, 2014
City Council Resolution #2014-R0002/January 8, 2015

Glossary

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Lubbock, Texas. It includes combined financial statements for all fund types and account groups as well as combining financial statements, as applicable, and footnotes prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical and Supplemental Information Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, *e.g.*, U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per depositor, per insured bank, for each account ownership category..

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open market operations.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities, broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance Amendment 2nd Reading – Water Utilities: Consider an Ordinance 2016-O0002 Amendment to Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

Changes to Chapter 22.03.091 are proposed in order to allow the City Council the flexibility of permitting the Village of Buffalo Springs to serve customers outside of their Village limits if it is in the best interest of the City of Lubbock. In addition, the corporate limits that the Town of Ransom Canyon and the Village of Buffalo Springs can serve without additional approval from Lubbock's City Council have been updated to include boundaries as of January 1, 2015.

This amendment to Section 22.03.091 of the Water Code authorizes the proposed changes.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Wholesale - BuffaloSprings Ordinance- Final - Clean

Wholesale - BuffaloSprings Ordinance - Redline Final

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO WHOLESALE WATER SERVICE TO SPECIFIED AREAS OUTSIDE OF THE CITY BOUNDARIES AND CONDITIONS AND RATES RELATED TO SAME; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the health, safety and welfare of the citizens of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, with regard to wholesale water service to specified areas outside of the City boundaries and conditions and rates related to same;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 22.03.091, subsections (b), (c), and (e) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Section 22.03.091. Wholesale water service to specified areas outside city; conditions, rates.

(b) In order to compromise and settle protests and threatened litigation regarding the disposal of treated municipal effluent by city, the City Council authorizes the city's water department to extend the city's water distribution facilities outside the corporate limits and to offer to sell water (i) to the Town of Ransom Canyon for resale (a) within its corporate limits as of January 1, 2015; (b) in any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; and (c) to the Roosevelt Independent School District; and (ii) to Lubbock County Water Control and Improvement District No. 1 for resale within the corporate limits of the Village of Buffalo Springs as those limits existed as of January 1, 2015, and other such locations as permitted by the City Council of the City of Lubbock, provided the offer to sell water and the sale of water shall be subject to the conditions and limitations specified in the provisions of this section, the applicable provisions of City Code, Chapter 22, where such provisions are not inconsistent with this section, and the agreements approved and accepted by the City Council. By adopting and implementing Section 22.03.091 of the Code of Ordinances of the City of Lubbock, it is not the intention of the city to offer to sell water to persons located outside the City of Lubbock's corporate limits other than the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, unless otherwise specifically permitted by City Council of the City of Lubbock.

(c) The authority to extend city's water distribution system outside the corporate limits and to offer to sell water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall be subject to the conditions and limitations, as follows:

(1) In order to accept the city's offer to sell water, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, each shall request service and each shall enter into a written contract approved and accepted and signed by the mayor on behalf of the city.

(2) As a part of the written contract for water service, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall agree to limit the volume of water delivered, pursuant to such contract, to each entity respectively, during any twenty-four (24) consecutive hours; and any three hundred sixty-five (365) consecutive days. The volume limitation for each value shall be agreed to between the city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, but in no event shall such volume exceed that which is necessary to allow complete service (i) by the Town of Ransom Canyon (a) within the corporate limits of the Town of Ransom Canyon as such limits exist as of January 1, 2015; (b) within any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; or (c) to Roosevelt Independent School District; or (ii) by the Lubbock Water Control and Improvement District No. 1, within the service area of the Lubbock County Water Control and Improvement District No. 1 actively being served by such district in the corporate limits of the Village of Buffalo Springs as such limits existed on January 1, 2015, and other such locations as authorized by the City Council of the City of Lubbock.

(3) As part of the application, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to provide retail service only and to limit service to consumers located within their respective service area, as described in Section 28-59 (c)(2) of the Code of Ordinances of the City of Lubbock and other such locations as authorized by the City Council of the City of Lubbock.

(4) As part of the application and agreement, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to pay for water delivered by city at the rate established from time to time by the city council. The city,

acting through the city council, reserves the right to adjust the rate from time to time based upon the methodology recommended by the city's consultants.

(5) As part of the resolution approving the agreements between this city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, the City Council shall expressly find that there is adequate untreated water supply and water treatment capacity and treated water storage, pumping, and distribution capacity within the city's water system to satisfy the demands of the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. I to the extent described in their respective agreements, together with all other service commitments of the city that are existing or anticipated at the time the wholesale customer applies for service.

(6) The water department of the City of Lubbock is hereby authorized to adopt policies and procedures, not inconsistent with the terms of this section, as may be necessary to implement the provisions for the intent of the City Council herein expressed.

(e) The authority granted to the water department to offer the sale of water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 and any offer made by the water department pursuant to this authority, shall cease at midnight, August 19, 2038, unless the offer is accepted. Any offer shall be accepted by delivery to city of a contract acceptable to the city, signed by the authorized representatives of the prospective customer. Acceptance of the offer by one of the two (2) prospective customers shall not extend the authority or the offer to sell water to the other prospective customer.

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____day of _____, 2015.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO WHOLESALE WATER SERVICE TO SPECIFIED AREAS OUTSIDE OF THE CITY BOUNDARIES AND CONDITIONS AND RATES RELATED TO SAME; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it in the best interest of the health, safety and welfare of the citizens of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, with regard to wholesale water service to specified areas outside of the City boundaries and conditions and rates related to same;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 22.03.091, subsections (b), (c), and (e) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Section 22.03.091. Wholesale water service to specified areas outside city; conditions, rates.

(b) In order to compromise and settle protests and threatened litigation regarding the disposal of treated municipal effluent by city, the City Council authorizes the city's water department to extend the city's water distribution facilities outside the corporate limits and to offer to sell water (i) to the Town of Ransom Canyon for resale (a) within its corporate limits as of January 1, 2015; (b) in any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; and (c) to the Roosevelt Independent School District; and (ii) to Lubbock County Water Control and Improvement District No. 1 for resale within the corporate limits of the Village of Buffalo Springs as those limits existed as of January 1, 2015, and other such locations as permitted by the City Council of the City of Lubbock, provided the offer to sell water and the sale of water shall be subject to the conditions and limitations specified in the provisions of this section, the applicable provisions of City Code, Chapter 22, where such provisions are not inconsistent with this section, and the agreements approved and accepted by the City Council. By adopting and implementing Section 22.03.091 of the Code of Ordinances of the City of Lubbock, it is not the intention of the city to offer to sell water to persons located outside the City of Lubbock's corporate limits other than the Town of Ransom Canyon and Lubbock County Water

Control and Improvement District No. 1, unless otherwise specifically permitted by City Council of the City of Lubbock.

(c) The authority to extend city's water distribution system outside the corporate limits and to offer to sell water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall be subject to the conditions and limitations, as follows:

(1) In order to accept the city's offer to sell water, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, each shall request service and each shall enter into a written contract approved and accepted and signed by the mayor on behalf of the city.

(2) As a part of the written contract for water service, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall agree to limit the volume of water delivered, pursuant to such contract, to each entity respectively, during any twenty-four (24) consecutive hours; and any three hundred sixty-five (365) consecutive days. The volume limitation for each value shall be agreed to between the city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, but in no event shall such volume exceed that which is necessary to allow complete service (i) by the Town of Ransom Canyon (a) within the corporate limits of the Town of Ransom Canyon as such limits exist as of January 1, 2015; (b) within any area included within the authorized service area of its Certificate of Convenience and Necessity, as issued by the Texas Commission on Environmental Quality, or successor agency; or (c) to Roosevelt Independent School District; or (ii) by the Lubbock Water Control and Improvement District No. 1, within the service area of the Lubbock County Water Control and Improvement District No. 1 actively being served by such district in the corporate limits of the Village of Buffalo Springs as such limits existed on January 1, 2015, and other such locations as authorized by the City Council of the City of Lubbock.

(3) As part of the application, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to provide retail service only and to limit service to consumers located within their respective service area, as described in Section 28-59 (c)(2) of the Code of Ordinances of the City of Lubbock and other such locations as authorized by the City Council of the City of Lubbock. (4) As part of the application and agreement, the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 shall each agree to

pay for water delivered by city at the rate established from time to time by the city council. The city, acting through the city council, reserves the right to adjust the rate from time to time based upon the methodology recommended by the city's consultants.

(5) As part of the resolution approving the agreements between this city and the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1, the City Council shall expressly find that there is adequate untreated water supply and water treatment capacity and treated water storage, pumping, and distribution capacity within the city's water system to satisfy the demands of the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. I to the extent described in their respective agreements, together with all other service commitments of the city that are existing or anticipated at the time the wholesale customer applies for service.

(6) The water department of the City of Lubbock is hereby authorized to adopt policies and procedures, not inconsistent with the terms of this section, as may be necessary to implement the provisions for the intent of the City Council herein expressed.

(e) The authority granted to the water department to offer the sale of water to the Town of Ransom Canyon and Lubbock County Water Control and Improvement District No. 1 and any offer made by the water department pursuant to this authority, shall cease at midnight, August 19, 2038, unless the offer is accepted. Any offer shall be accepted by delivery to city of a contract acceptable to the city, signed by the authorized representatives of the prospective customer. Acceptance of the offer by one of the two (2) prospective customers shall not extend the authority or the offer to sell water to the other prospective customer.

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a 25-foot wide LP&L overhead electrical line easement and a portion of another 25-foot wide Lubbock Power and Light (LP&L) overhead electrical line easement both located in Lot 2, Plains Cooperative Oil Mill Addition Lubbock County, Texas, easement located at 202 Coronado Dr.

Item Summary

This ordinance abandons and closes a 25-foot wide LP&L overhead electrical line easement and a portion of a 25-foot wide overhead electrical line easement located in Lot 2, Plains Cooperative Oil Mill Addition Lubbock County, Texas which is located east of Avenue A and south of Coronado Drive.

Public Works Engineering and LP&L are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Plains Cooperative Oil Mill Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 25-FOOT WIDE OVERHEAD ELECTRIC LINE EASEMENT AND A PORTION OF ANOTHER 25-FOOT WIDE OVERHEAD ELECTRIC LINE EASEMENT LOCATED WITHIN LOT 2, PLAINS COOPERATIVE OIL MILL ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in the attached Exhibits "A" and "B".

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

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

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this _____day of _____

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE Plains Cooperative Oil Mill Addn
1.7.16

CROSSWAY surveying

EXHIBIT A
CENTERLINE DESCRIPTION OF A PROPOSED
25' WIDE ELECTRIC EASEMENT ABANDONMENT
CROSSING LOT 2, PLAINS COOPERATIVE OIL MILL ADDITION
TEXAS TRUNK RAILROAD COMPANY SURVEY, A-96
LUBBOCK COUNTY, TEXAS

Being a strip of land twenty-five (25) feet in width, situated in the Texas Trunk Railroad Company Survey, A-96, Lubbock County, Texas, and being a portion of Lot 2 of the Plains Cooperative Oil Mill Addition by a plat recorded in Volume 1110, Page 109, official records of Lubbock County, Texas, said strip of land lying twelve and a half (12.5) feet on each side of the following described centerline;

COMMENCING for reference at a 1/2" Iron Rod with cap found at the southwest corner of the above mentioned Lot 2, Plains Cooperative Oil Mill Addition;

THENCE South 79 degrees 09 minutes 24 seconds East, a distance of 552.02 feet, to the **PLACE OF BEGINNING** of the herein described centerline;

THENCE South 88 degrees 16 minutes 28 seconds East, a distance of 150.00 feet, to the **POINT OF TERMINATION** of the herein described centerline, from which a 1/2" Iron Rod with cap found in the north boundary line of said Lot 2, same being the south right-of-way line of Coronado Drive and being at the P.C. of a curve, bears North 42 degrees 16 minutes 13 seconds East, a distance of 501.51 feet.

Bearings based on the Texas State Plane Coordinate System (NAD83), Texas North Central 4202.

This description and corresponding plat were prepared from a survey made on the ground during the month of November, 2015.

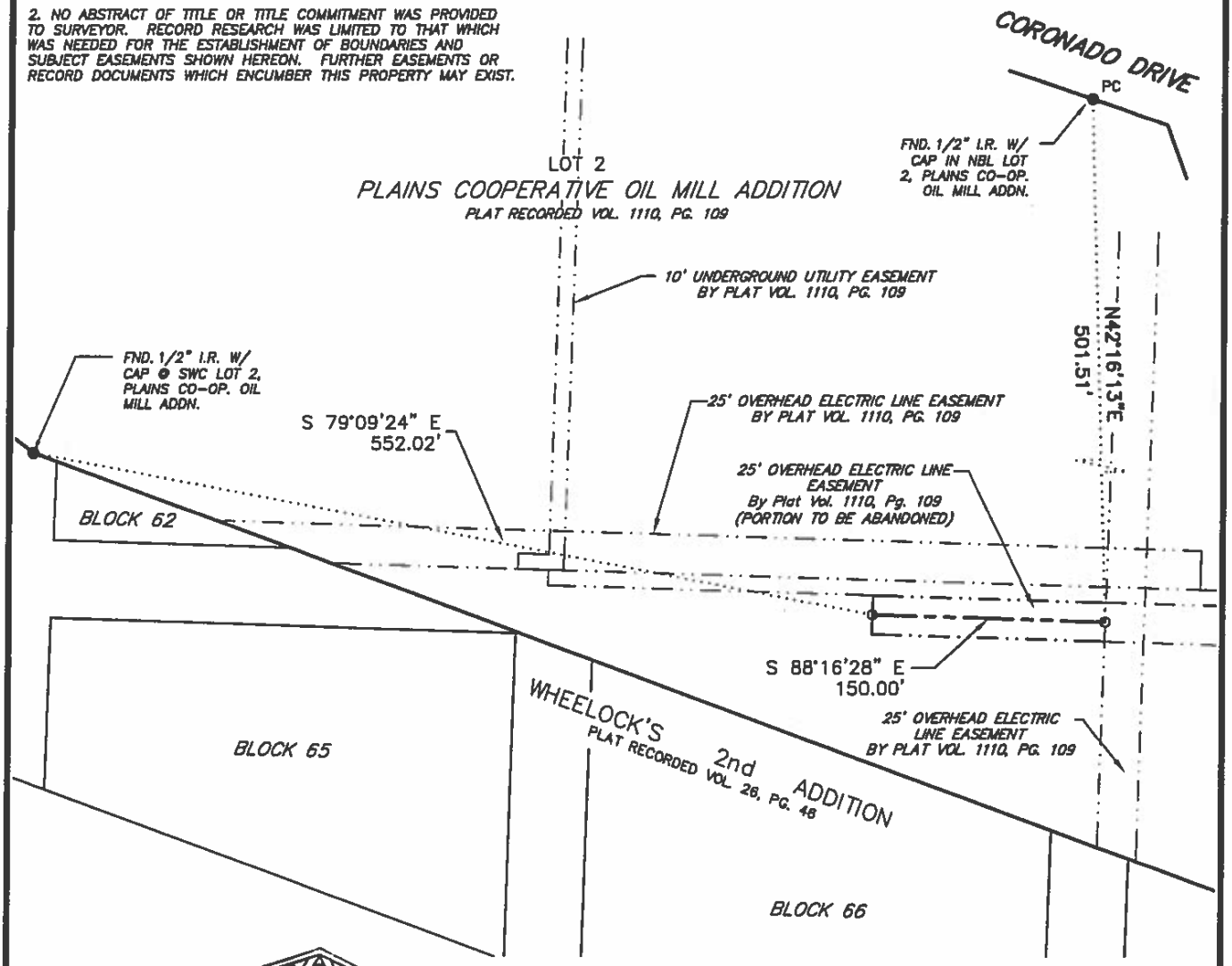
11/25/15
STUART L. WARNOCK, RPLS Date
TEXAS REGISTRATION NO. 6579

6000 WESTERN PLACE, SUITE 700 · FORT WORTH, TEXAS 76107
817.550.8026 p · crossway-si.com

EXHIBIT A

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), ZONE 4202 (TX–NC).

2. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO SURVEYOR. RECORD RESEARCH WAS LIMITED TO THAT WHICH WAS NEEDED FOR THE ESTABLISHMENT OF BOUNDARIES AND SUBJECT EASEMENTS SHOWN HEREON. FURTHER EASEMENTS OR RECORD DOCUMENTS WHICH ENCUMBER THIS PROPERTY MAY EXIST.



STATE OF TEXAS
REGISTERED
STUART L. WARNOCK
6579
PROFESSIONAL
LAND SURVEYOR

LEGEND
- BOUNDARY LINE
- EXISTING EASEMENT
- ABANDONMENT CENTERLINE

0' 100' 200'

I, STUART L. WARNOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND DURING THE MONTH OF NOVEMBER, 2015, AND DOES ACCOMPANY FIELD NOTES OF EVEN DATE.

STUART L. WARNOCK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6579

EASEMENT ABANDONMENT EXHIBIT
LOT 2, PLAINS COOPERATIVE OIL MILL ADDITION
BEING PART OF A 25' ELECTRIC EASEMENT
LUBBOCK COUNTY, TEXAS

JOB: 1580200.002	DRAWN BY: CAD	DATE: 11/25/15

CROSSWAY surveying
6000 WESTERN PLACE, STE 700
FORT WORTH, TEXAS 76107 (817) 550-8026
TEXAS FIRM REGISTRATION CERTIFICATE NUMBER: 10070900

Drawing: P:\JQ\Lubbock Plat\DWG\3_UTILITY ABANDONMENT EXHIBIT_11-25-15 R0.dwg Saved By: slw Save Time: 11/25/2015 2:58 PM

CROSSWAY surveying

EXHIBIT "B"

CENTERLINE DESCRIPTION OF A PROPOSED 25' WIDE ELECTRIC EASEMENT ABANDONMENT CROSSING LOT 2, PLAINS COOPERATIVE OIL MILL ADDITION TEXAS TRUNK RAILROAD COMPANY SURVEY, A-96 LUBBOCK COUNTY, TEXAS

Being a strip of land twenty-five (25) feet in width, situated in the Texas Trunk Railroad Company Survey, A-96, Lubbock County, Texas, and being a portion of Lot 2 of the Plains Cooperative Oil Mill Addition by a plat recorded in Volume 1110, Page 109, official records of Lubbock County, Texas, said strip of land lying twelve and a half (12.5) feet on each side of the following described centerline;

COMMENCING for reference at a 1/2" Iron Rod with cap found at the southwest corner of the above mentioned Lot 2, Plains Cooperative Oil Mill Addition;

THENCE South 69 degrees 47 minutes 26 seconds East, along the south boundary line of said Lot 2, a distance of 165.51 feet, to the **PLACE OF BEGINNING** of the herein described centerline;

THENCE South 88 degrees 16 minutes 28 seconds East, a distance of 598.05 feet, to the **POINT OF TERMINATION** of the herein described centerline, from which a 1/2" Iron Rod with cap found in the north boundary line of said Lot 2, same being the south right-of-way line of Coronado Drive and being at the P.C. of a curve, bears North 39 degrees 16 minutes 23 seconds East, a distance of 436.52 feet.

The west sidelines of the herein described twenty-five (25) foot wide strip, are to be extended or shortened, so as to terminate on the property lines and not create gaps or overlaps.

Bearings based on the Texas State Plane Coordinate System (NAD83), Texas North Central 4202.

This description and corresponding plat were prepared from a survey made on the ground during the month of November, 2015.

11/25/15

STUART L. WARNOCK, RPLS
TEXAS REGISTRATION NO. 6579

Date

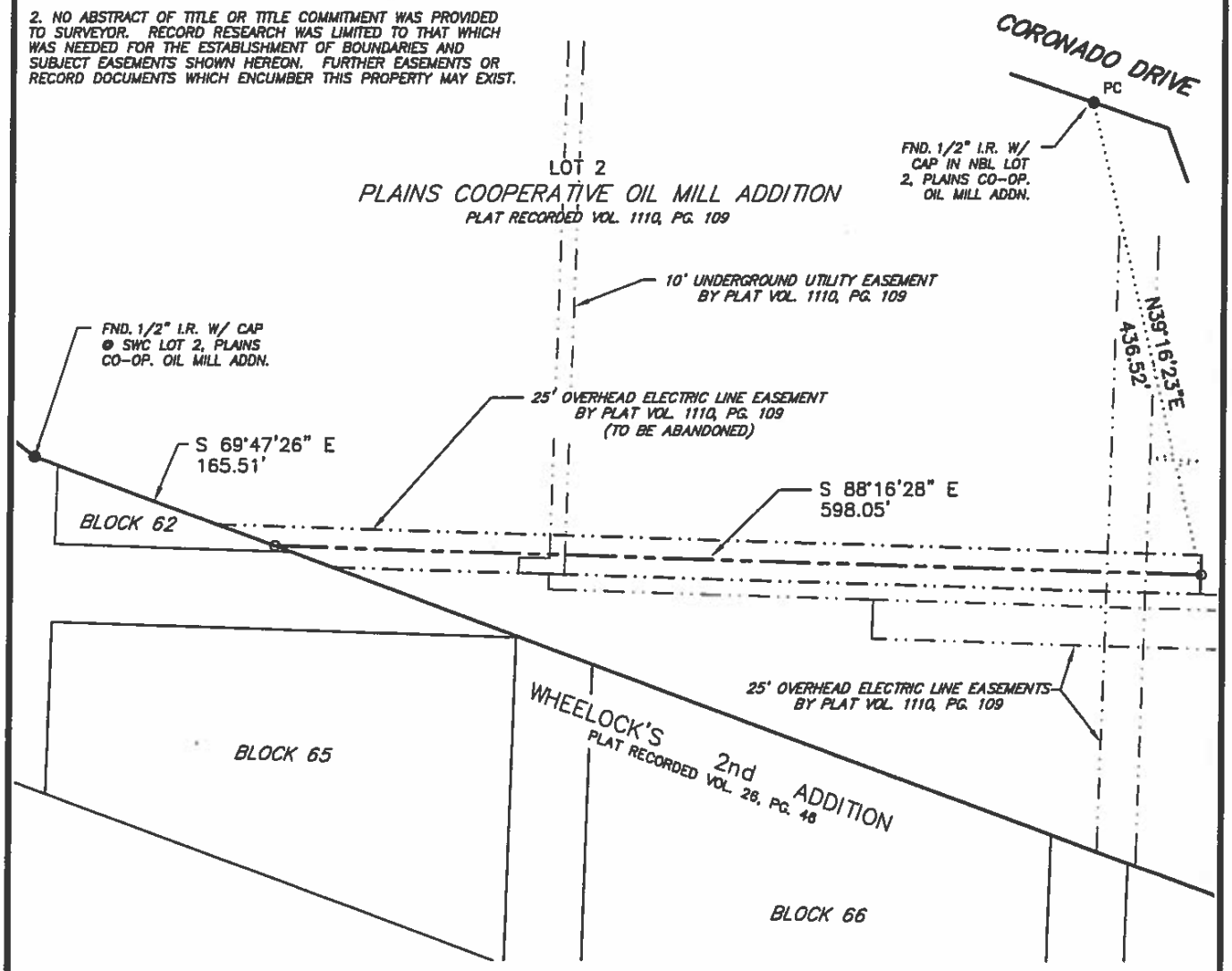
STATE OF TEXAS REGISTERED STUART L. WARNOCK 6579 PROFESSIONAL LAND SURVEYOR

6000 WESTERN PLACE, SUITE 700 • FORT WORTH, TEXAS 76107
817.550.8026 p • crossway-si.com

EXHIBIT B

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), ZONE 4202 (TX–NC).

2. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO SURVEYOR. RECORD RESEARCH WAS LIMITED TO THAT WHICH WAS NEEDED FOR THE ESTABLISHMENT OF BOUNDARIES AND SUBJECT EASEMENTS SHOWN HEREON. FURTHER EASEMENTS OR RECORD DOCUMENTS WHICH ENCUMBER THIS PROPERTY MAY EXIST.



STATE OF TEXAS
REGISTERED
STUART L. WARNOCK
6579
PROFESSIONAL
LAND SURVEYOR

LEGEND
- BOUNDARY LINE
- EXISTING EASEMENT
- ABANDONMENT CENTERLINE

0' 100' 200'

PAGE 2 OF 2

I, STUART L. WARNOCK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND DURING THE MONTH OF NOVEMBER, 2015, AND DOES ACCOMPANY FIELD NOTES OF EVEN DATE.

STUART L. WARNOCK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6579

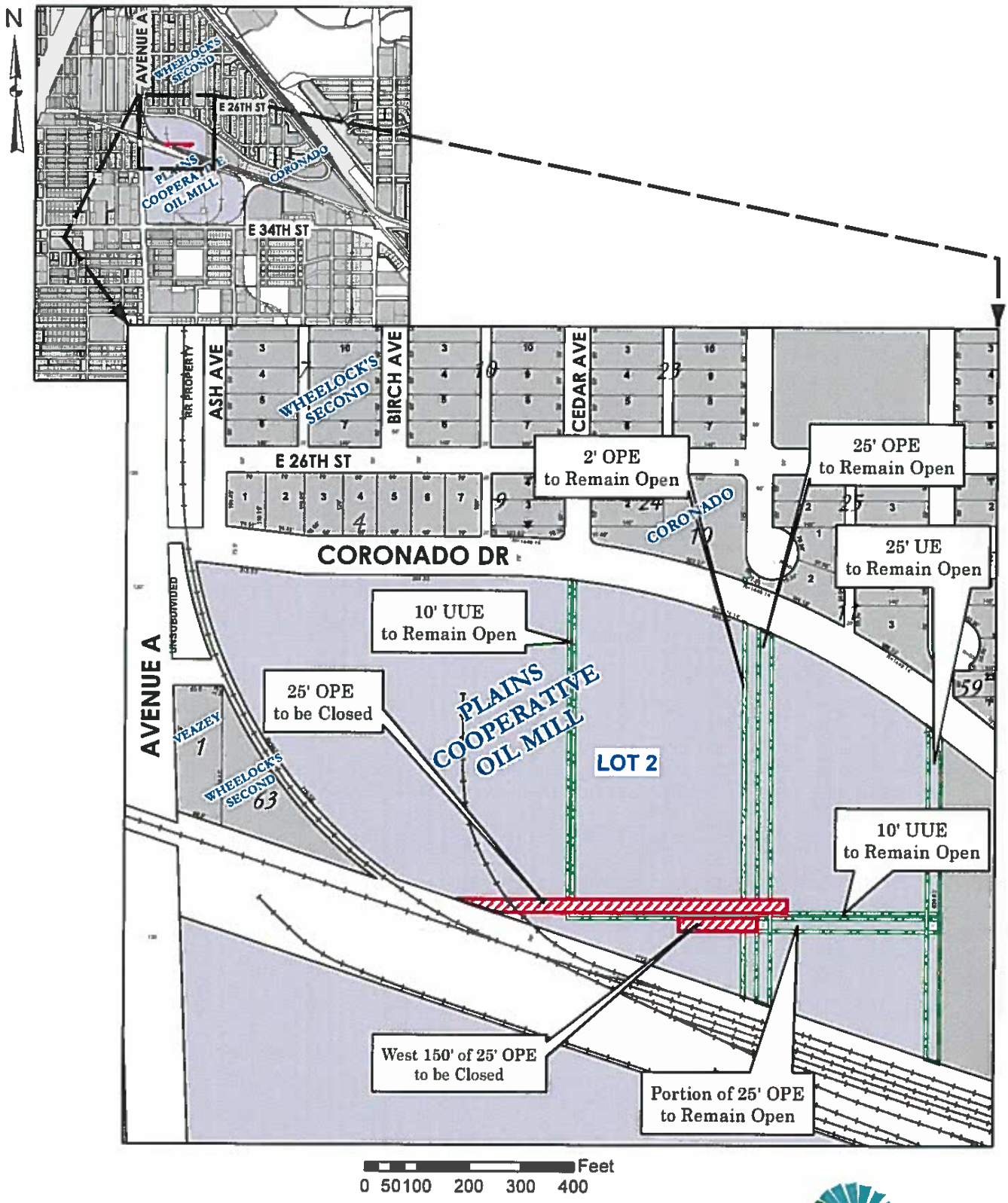
EASEMENT ABANDONMENT EXHIBIT
LOT 2, PLAINS COOPERATIVE OIL MILL ADDITION
BEING ALL OF A 25' ELECTRIC EASEMENT
LUBBOCK COUNTY, TEXAS

JOB: 15B0200.002	DRAWN BY: CAD	DATE: 11/25/15

CROSSWAY surveying
6000 WESTERN PLACE, STE 700
FORT WORTH, TEXAS 76107 (817) 550-8026
TEXAS FIRM REGISTRATION CERTIFICATE NUMBER: 10070900

Drawing: P:\JQ\Lubbock Plat\DWG\2_UTILITY ABANDONMENT EXHIBIT_11-25-15 R0.dwg Saved By: slw Save Time: 11/25/2015 3:37 PM

Proposed Closing of a 25' wide Overhead Electric Line Easement and the West 150' of another 25' wide Overhead Electric Line Easement Located Within Lot 2, Plains Cooperative Oil Mill Addition



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

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

Meeting Date: 01/28/2016

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 Stephen Cone III Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block JS, Lubbock County, Texas.

Item Summary

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

The purchase price is $9,500 plus closing cost with West Texas Title Company.

Fiscal Impact

$94.3 million is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $9,500 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Easement Parcel 39 & 39A Cone III

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 JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $9,500.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
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 39&39A
1.5.16

EASEMENT

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

STEPHEN CONE III TRUST, by and through Stephen Cone, III, Trustee, hereinafter collectively referred to as GRANTOR, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement 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 17th day of December, 2015 ("Effective Date").

GRANTOR: STEPHEN CONE III TRUST

By: _____
Printed Name: Stephen Cone, III
Its: Trustee

GRANTEE: The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

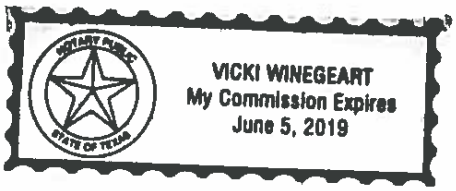
_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 12/17, 2015, by Stephen Cone, III, Trustee, on behalf of STEPHEN CONE III TRUST.



Vicki Winegeart
Notary Public, State of Texas

Vicki Winegeart
Printed Name of Notary
My commission expires: 6/5/19

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.

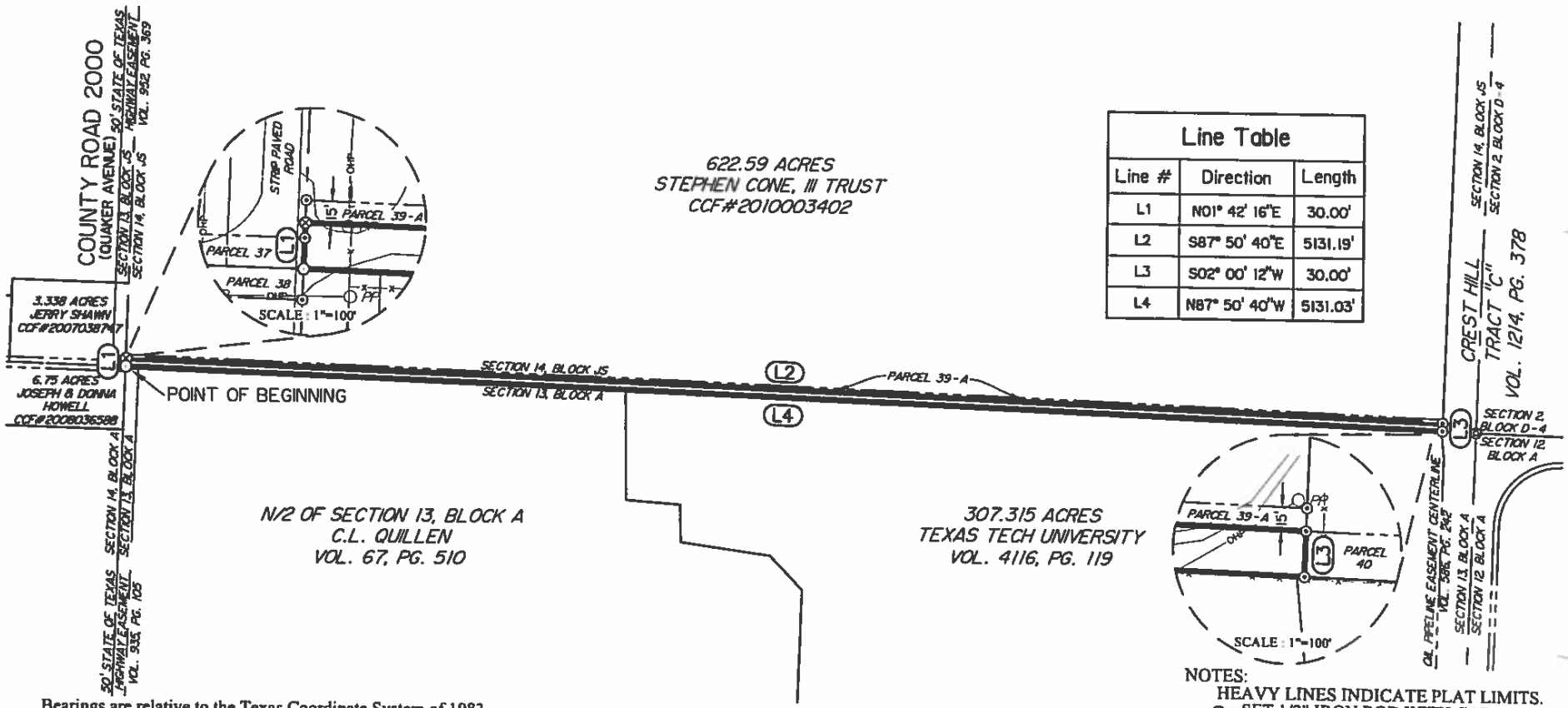
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 39 - Permanent Easement
PERIMETER SURVEY OF A 3.534 ACRE TRACT LOCATED IN
SECTION 14, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=600'



Line Table		
Line #	Direction	Length
L1	N01° 42' 16"E	30.00'
L2	S87° 50' 40"E	5131.19'
L3	S02° 00' 12"W	30.00'
L4	N87° 50' 40"W	5131.03'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH SHINER
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON PIPE

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

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

Surveyed on the ground.
November 20, 2014

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

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

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

Sheet 1 of 2

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

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 39 - Permanent Easement
PERIMETER SURVEY OF A 3.534 ACRE TRACT LOCATED IN

SECTION 14, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 3.534 acre parcel located in Section 14, Block JS, Lubbock County, Texas, being the South 30.00 feet of a 622.59 acre tract described in County Clerk File Number (CCFN) 2010003402, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron pipe found at the Southwest corner of said Section 14, Block JS, and at the Northwest corner of Section 13, Block A, Lubbock County, Texas, and at the Northeast corner of Section 14, Block A, Lubbock County, Texas, and at the Southeast corner of Section 13, Block JS, Lubbock County, Texas, and at the Northwest corner of the North Half of said Section 13, Block A, described in Volume 67, Page 510, Deed Records, Lubbock County, Texas (DRLCT), and at the Northwest corner of a 50.00 foot State of Texas highway easement described in Volume 935, Page 105, DRLCT, and at the Southeast corner of a 50.00 foot State of Texas highway easement described in Volume 952, Page 369, DRLCT, and at the Southeast corner of a 3.338 acre tract described in CCFN 2007038747, OPRLCT, and at the Northeast corner of a 6.75 acre tract described in CCFN 2008036588, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°42'16" E. along the common line of said Section 13, Block JS, and said Section 14, Block JS, and also along the common line of said 622.59 acre tract and said 3.338 acre tract, and along the East line of said 50.00 foot State of Texas highway easement, a distance of 30.00 feet to a mag nail with shiner set for the Northwest corner of this parcel;

THENCE S. 87°50'40" E. a distance of 5131.19 feet to a 1/2" iron rod with cap set in the East line of said 622.59 acre tract and in the West line of Tract "C", Crest Hill, an addition to the City of Lubbock, Lubbock County, Texas, according to the map plat, plat/or dedication deed thereof recorded in Volume 1214, Page 378, DRLCT, for the Northeast corner of this parcel;

THENCE S. 02°00'12" W. along the common line of said 622.59 acre tract and said Tract "C", Crest Hill, a distance of 30.00 feet to a 1/2" iron rod with cap set at the Southeast corner of said 622.59 acre tract and at the Southwest corner of said Tract "C", Crest Hill, and in the North line of a 307.315 acre tract described in Volume 4116, Page 119, Real Property Records, Lubbock County, Texas, for the Southeast corner of this parcel, which bears N. 87°50'40" W. a distance of 130.55 feet from a 1/2" iron rod with cap found at the common corner of said Section 13, Block A, and said Section 14, Block JS, and Section 2, Block D-4, Lubbock County, Texas, and Section 12, Block A, Lubbock County, Texas;

THENCE N. 87°50'40" W. along the common line of said Section 14, Block JS, and said Section 13, Block A, and along the common line of said 622.59 acre tract and said 307.315 acre tract, at 3183.31 feet pass the Northwest corner of said 307.315 acre tract, continuing along the said common Section line and along the common line of said 622.59 acre tract and said North Half of Section 13, Block A, for a total distance of 5131.03 feet to the Point of Beginning.

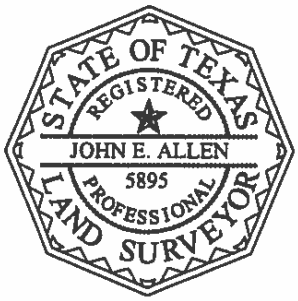
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

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

Surveyed on the ground
November 20, 2014

John E. Allen

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



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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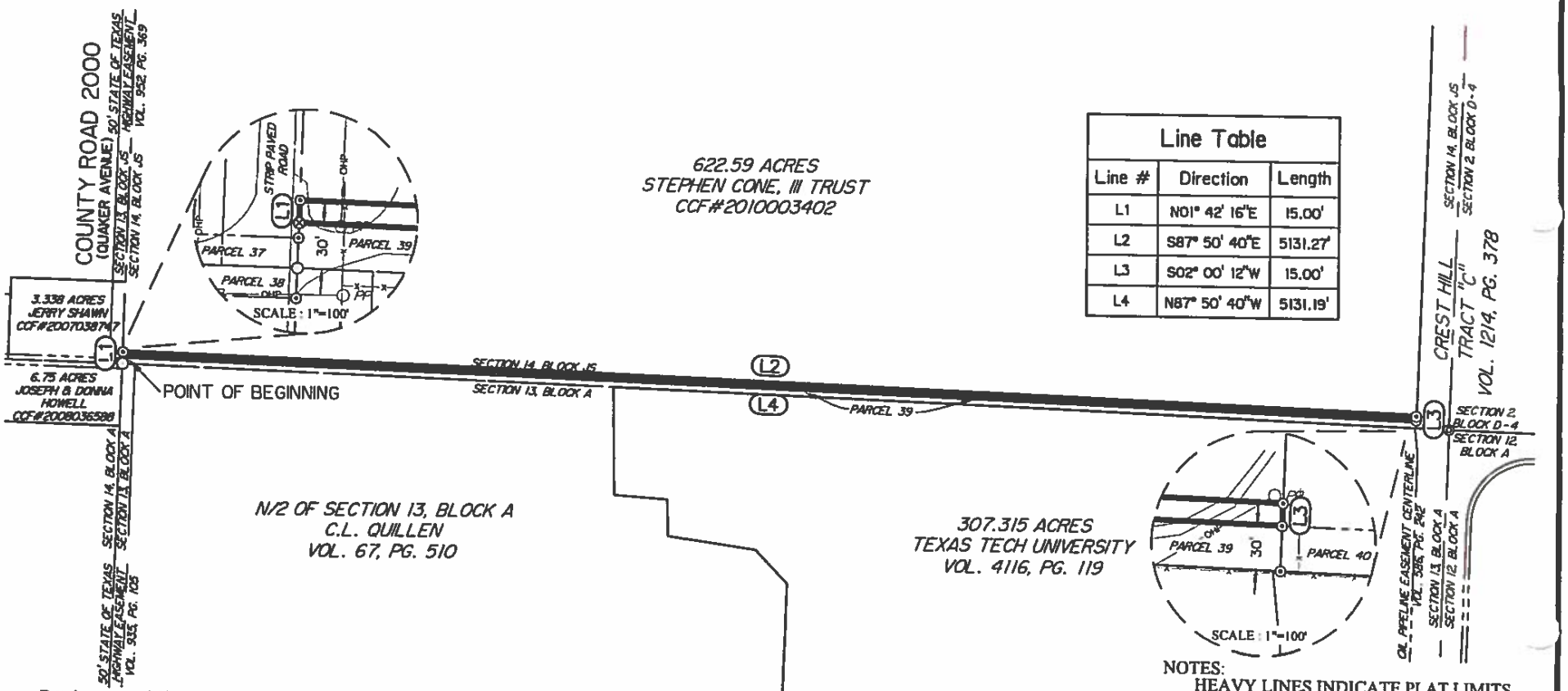
Exhibit B
Legal Description of the Temporary Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 39-A - Temporary Easement
PERIMETER SURVEY OF A 1.767 ACRE TRACT LOCATED IN
SECTION 14, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=600'



Line Table		
Line #	Direction	Length
L1	N01° 42' 16"E	15.00'
L2	S87° 50' 40"E	5131.27'
L3	S02° 00' 12"W	15.00'
L4	N87° 50' 40"W	5131.19'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH SHINER
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON PIPE

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

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

Surveyed on the ground.
November 20, 2014

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

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

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

Sheet 1 of 2

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

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 39-A - Temporary Easement
PERIMETER SURVEY OF A 1.767 ACRE TRACT LOCATED IN
SECTION 14, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.767 acre parcel located in Section 14, Block JS, Lubbock County, Texas, being the North 15.00 feet of the South 45.00 feet of a 622.59 acre tract described in County Clerk File Number (CCFN) 2010003402, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a mag nail with shiner set in the East line of Section 13, Block JS, Lubbock County, Texas, and in the West line of said Section 14, Block JS, and in the East line of a 3.338 acre tract described in CCFN 2007038747, OPRLCT, and in the West line of said 622.59 acre tract, and in the East line of a 50.00 foot State of Texas highway easement described in Volume 952, Page 369, Deed Records, Lubbock County, Texas, which bears N. 01°42'16" E. a distance of 30.00 feet from a 1/2" iron pipe found at the Northeast corner of Section 14, Block A, Lubbock County, Texas, and at the Northwest corner of Section 13, Block A, Lubbock County, Texas, and at the Southwest corner of said Section 14, Block JS, and at the Southeast corner said Section 13, Block JS, for the Southwest corner of this parcel;

THENCE N. 01°42'16" E. along the common line of said Section 13, Block JS, and said Section 14, Block JS, and also along the common line of said 622.59 acre tract and said 3.338 acre tract, and along the East line of said 50.00 foot State of Texas highway easement, a distance of 15.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 87°50'40" E. a distance of 5131.27 feet to a 1/2" iron rod with cap set in the East line of said 622.59 acre tract and in the West line of Tract "C", Crest Hill, an addition to the City of Lubbock, Lubbock County, Texas, according to the map plat, plat/or dedication deed thereof recorded in Volume 1214, Page 378, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 02°00'12" W. along the common line of said 622.59 acre tract and said Tract "C", Crest Hill, a distance of 15.00 feet to a 1/2" iron rod with cap set at for the Southeast corner of this parcel;

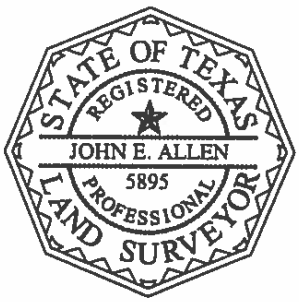
THENCE N. 87°50'40" W. a distance of 5131.19 feet to the Point of Beginning.

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 20, 2014

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



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LAND SURVEYORS
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TEXAS LICENSED SURVEYING FIRM 100676-00
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Regular City Council Meeting **5. 8.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute professional services agreement 12538 with New Gen Strategies and Solutions, LLC for consulting services related to the evaluation of the existing water and wastewater rate structures, RFQ 16-12538-JM.

Item Summary

In December 2006, Red Oak Consulting performed a Water and Wastewater Cost of Service and Rate Study at the City's request. The City implemented some of the recommendations provided in the study by adopting a conservation or increasing block rate structure (customers pay more per 1,000 gallons the more water they use) for water customers. The current conservation block rate structure has been in place for almost 10 years.

The periodic evaluation of the City of Lubbock's current water and wastewater rate structure is an essential step in optimizing three objectives associated with water rates. These three objectives include revenue stability, affordability, and water conservation. Achieving the appropriate level of revenue stability is important for the sustainability of the Water and Wastewater Funds as well as in maintaining good bond rating status. Providing some level of affordability or financial relief to low income customers is also desirable. In addition, developing the appropriate level of incentives to conserve water through the water rate structure is a very important strategy associated with the City's 2013 Strategic Water Supply Plan. Bond rating agencies strongly encourage utilities to evaluate their rate structure at least every 10 years.

Since the last evaluation was performed in 2006, this project allows staff to update the actual water and wastewater cost of services as well as perform an evaluation to determine whether objectives are being met through the existing rate structure. Statements of qualifications were solicited for this project and several proposals were received by consulting firms on October 27, 2015. The evaluation committee reviewed and ranked the proposals as follows:

Firm	Total Points
New Gen Strategies & Solutions, LLC of Richardson, TX	421
Raftelis Financial Consultants, Inc. of Greenwood Village, CO	400
Black & Veatch Corporation of Kansas City, MO	385
Arcadis U.S., Inc. of Dallas, TX	375
Willdan Financial Services of Plano, TX	374

A contract has been successfully negotiated with New Gen Strategies and Solutions, LLC, the highest ranked firm, to perform this evaluation. Staff recommends awarding this project to New Gen Strategies and Solutions.

Fiscal Impact

$150,000 is appropriated in Capital Improvement Project 8607, Water & Wastewater Rate Structure Evaluation, with $120,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - NewGen Strategies & Solutions, LLC

Contract - NewGen Strategies & Solutions, LLC

CIP Budget - NewGen Strategies Rate Structure

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract by and between the City of Lubbock and NewGen Strategies and Solutions, LLC, and any 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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-NewGen Strategies and Solutions, LLC
1.08.16

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract"), effective as of the ___ day of January, 2016 (the "Effective Date"), is by and between the CITY of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and NewGen Strategies and Solutions, LLC. (the "CONSULTANT"), a corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain consulting services related to reviewing, evaluating, designing and implementing water and wastewater cost of service, rates, and financial models (the "Activities"); and

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

WHEREAS, the CITY desires to contract with CONSULTANT to provide consulting services related to the Activities and CONSULTANT desires to provide the Services related to same.

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption until February 1, 2017. If the CONSULTANT determines that additional time is required to complete the Services, the Director of Water Utilities may, but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an

increase in the amount of the consideration must be approved by the CITY acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. CONSULTANT shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "B", for a lump sum price of one hundred twenty thousand dollars ($120,000).

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event CONSULTANT materially breaches any term and/or provision of this Contract and fails to cure within 10 days after notice of same, the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and all remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

between this provision and another provision in, or related to, this Contract, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

indemnify and hold CITY harmless from all liability or loss caused to CITY or to which CITY is exposed on account of CONSULTANT's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

CONSULTANT shall accomplish the following:

Professional Consulting Services related to the Activities, as defined and provided in Exhibit "A," "Scope of Services".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

CONSULTANT shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. 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 for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must

carry a Best's Rating of A-VII or better. All policies will be written on per occurrence basis except Professional Liability, subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	$1,000,000
General Aggregate Limit:	$2,000,000
Professional Liability:	
Per Claim:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$1,000,000 Per Occurrence

CONSULTANT shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for CONSULTANT, protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. The CITY shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. CONSULTANT shall provide a Certificate of Insurance to the CITY as evidence of coverage.

The certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. 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. 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.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

CONSULTANT shall retain all information received from or concerning the CITY and the CITY's business in confidence and shall not reveal such information to third parties without prior written consent of the CITY, unless otherwise required by law. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

a) Information already in the public domain;

b) Information disclosed to CONSULTANT by a third party who is not under a confidentiality obligation;

c) Information developed by or in the custody of CONSULTANT related to work with clients before entering into this Agreement; and

d) Information developed by CONSULTANT through its work with other clients

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

A. General. Whenever notice from CONSULTANT to CITY or CITY to CONSULTANT is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed

to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

NewGen Strategies and Solutions, LLC
Attn: Chris Ekrut, Director
1300 E. Lookout Dr., Ste. 100
Richardson, Texas 75082
Telephone: (972) 232-2234

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

CITY of Lubbock
Attn: Aubrey A. Spear, P.E.
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775–2585
Facsimile: (806) 775–3027

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

ARTICLE XIV. CITY-PROVIDED DATA

CITY shall furnish CONSULTANT non-confidential studies, reports and other available data in the possession of the CITY pertinent to CONSULTANT's Services, so long as CITY is entitled to rely on such studies, reports and other data for the performance of CONSULTANT's

Services under this Contract (the "Provided Data"). CONSULTANT shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

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

B. Audit. CONSULTANT shall provide access to its books and records for time-based and reimbursable expenses to the CITY. The CITY may audit, at its expense and during normal business hours, CONSULTANT's books and records with respect to this Contract between CONSULTANT and CITY.

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

D. Assignability. Neither party may assign this Contract without the prior written approval of the other party.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and CONSULTANT, their permitted successors and assigns.

F. Construction and Venue.

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

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

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

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

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

K. Documents Owned by CITY. Any and all documents prepared by CONSULTANT as part of the Services hereunder used by the CONSULTANT in its normal course of business, shall become the property of the CITY when CONSULTANT has been compensated as set forth in Article II, above. The CONSULTANT shall make copies of any and all work products for its files. Any reuse or modification of such Documents for purposes other than those intended by CONSULTANT herein shall be at CITY's sole risk and without liability to the CONSULTANT.

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

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

N. Non- Appropriation. All funds for payment by the CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the CITY. In the event of non-appropriation of funds by the CITY Council of the CITY of Lubbock for the services provided under this Contract, the CITY will terminate this 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 (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.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____

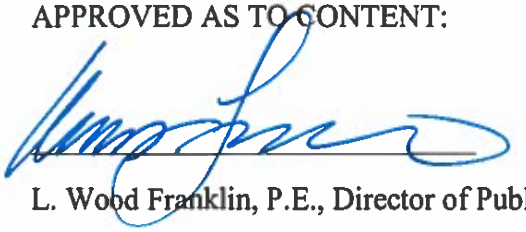
Glen C. Robertson, Mayor

ATTEST:

_____

Rebecca Garza, CITY Secretary

APPROVED AS TO CONTENT:



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

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

APPROVED AS TO FORM:

Amy Sims, Deputy CITY Attorney

NewGen Strategies & Solutions, LLC

Chris Ekrut, Director

EXHIBIT A
SCOPE OF SERVICES
WATER & WASTEWATER COST OF SERVICE & RATE STRUCTURE EVALUATION
CITY OF LUBBOCK, TEXAS

PROJECT OVERVIEW

For this project, the consultant will collect, analyze, and evaluate data associated with the Water and Wastewater Funds. This data will include past, present, and projected revenue requirements. In addition, cost of services including debt service coverage data will be evaluated. Appropriate financial models will be developed to evaluate various rate structure scenarios to confirm the adequacy of the current rate structure. Based on the information analyzed and evaluated, recommendations regarding the effectiveness of the current water and wastewater rate structures will be developed. Final recommendations will be presented to City Staff and the Water Advisory Commission.

TASK 1 – FIVE-YEAR FINANCIAL PLAN & REVENUE REQUIREMENT IDENTIFICATION

Task 1 of the proposed scope of services will establish the overall revenue needs of the water and wastewater utility. The goal of this Task will be to establish a financial plan for Fiscal Year (FY) FY 2017 through FY 2021, utilizing a Test Year of FY 2016. The financial plan for the utility will incorporate the capital needs of the utility, reflective of the City's planned funding method (i.e., debt, cash, reserves, grants, etc.). It will also seek to define the revenue needed to meet the City's defined financial metrics including required debt service coverage. Task I will be executed via the subtasks outlined below:

1.1 Development of Initial Data Request

The Project Team will develop an initial data request that will be needed to adequately begin the review and evaluation of the City's water and wastewater rates. This data will include, but is not limited to, operating, financial, contractual, management, policy, and ordinance data. The purpose of the initial data request is to gather the necessary data to conduct the Study and to ensure the Team has a good understanding of the City's current operating conditions. The Project Team will issue the initial data request within five (5) days after receiving notice to proceed on the project.

1.2 Initial Data and Information Assessment

Once the City has submitted the initially requested data, the data will be reviewed for discussion during the project kick-off meeting. Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative in regards to the billing data used to set rates. It is also essential that the billing data be as accurate as possible in the development of proper cost allocations and reliable revenue projections. The Project Team will work closely with the City's billing staff and software provider to extract the appropriate billing data. In addition, as necessary, the Project Team will conduct informal interviews with City staff during our review of the historical data to ensure that the Project Team understands the information provided.

1.3 Project Kick-off Meeting

After receiving the initially requested data, the Project Team will work with the City to schedule an on-site kick-off meeting. The primary reason for the kick-off meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the study will be conducted, as well as to chart the critical path towards successfully achieving the projects goals and objectives. This meeting will also allow for the finalization of the proposed work approach, as well as discussion and clarification of the information previously analyzed.

In addition, the project kick-off meeting will allow for the Project Team to gain a better understanding of the goals and objectives, as well as expectations, the City desires to achieve from the study. As part of the kick-off meeting, the Project Team members will also discuss:

Political and customer views/opinions of current rates and departmental service/operations;

Capital/operational demand changes anticipated over the study's forecasted period;

Initial rate design pricing objectives; and,

Initial strategies for implementing/communicating possible rate changes.

1.4 Determination of Test-Year Revenue Requirements

Revenue requirements will be developed for the water and wastewater utilities using the American Water Works Association (AWWA) accepted cash needs approach, unless otherwise requested by the City. The cash needs approach closely follows municipal budgeting practices and incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. In developing the revenue requirements, the Project Team will assess and project each utility's cost of service by analyzing each utility's historical costs, the current budget year (FY 2016), and any forecasts made for future fiscal years. The Project Team will develop a test-year revenue requirement for each utility. A test-year is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test-year revenue requirements will be adjusted by non-rate revenue sources to develop the test-year revenue required from utility rates.

1.5 Forecast of Revenue Requirements

Using the test-year information previously developed, the Project Team will begin the development of a five (5) year revenue requirement forecast and financial plan. As necessary, interviews with City staff may be conducted to gather additional data to complete this task. During this task, it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirements and overall financial performance. These assumptions may include, but may not be limited to: population changes, inflation rates, increase in contractual obligations, contractor costs, and capital improvements. The Project Team will work closely with City staff to examine the City's planned method of financing future capital improvements and the financing methods' impact on rates, operating and capital reserve targets, and debt coverage requirements. In developing this funding plan, the Project Team will also coordinate with the City's current financial advisor to ensure sufficient debt capacity exists for planned future debt funding of capital improvements. The appropriateness of the defined capital funding plan will also be assessed given the type of infrastructure being funded. Finally, the Project Team will also examine anticipated operational and/or staffing changes over the five-year forecast.

1.6 Determination of Realizable Revenue at Current Rates

The results of this task will provide the data to properly evaluate each utility's revenue requirements and the magnitude of overall increases required as well as provide the Project Team the ability to compare the

actual cost of providing utility service with the anticipated billed revenues of the utility. In the revenue determination, adjustments will be made to the historical billing and collection data to reflect normalized weather conditions and usage, from which a minimum and maximum range of realizable revenue will be calculated. In addition, annual variations in the billing and collection data will be analyzed for its impact on the overall revenue stability of the utility and, as needed, recommendations will be provided to stabilize the revenue stream as balanced against the impact on lower income / fixed income customers. This task will also provide a "check" of the data provided by City staff.

1.7 Task 1 Overview Report

At the completion of Task 1, the Project Team will develop a draft summary report outlining the work performed in Task 1. This will include an overview of the Five-year Financial Plan inclusive of the Project Team's assumptions and planning methodology, as well as an estimation of revenue performance under current rates as compared with each utility's calculated revenue requirement. On completion, the draft report will be provided to City staff for review and comment, which will be discussed with City staff via teleconference. After receiving and incorporating Staff comments, the Project Team will present the results of Task 1 to the Water Advisory Commission.

Task 1 Deliverables:

Initial Request for Information

Minutes from Project Kick-off Meeting (to include discussion of any issues discovered during initial information assessment)

Task 1 Overview Report and teleconference with City staff

Task 1 Work Session with Water Advisory Commission

TASK 2 – COST OF SERVICE ANALYSIS

In Task 2, the Project Team will utilize the revenue requirements developed in Task 1 and properly allocate them to customer classes reflective of industry standards and in compliance with regulatory requirements. The following outlines the key elements of this process.

2.1 Functionalization of Revenue Requirements

Functionalization is the process of grouping costs based on the function, or type, of service provided. For example, water utility costs can be functionalized into supply, treatment, transmission, and distribution. Discussions will be held with City staff to understand the types of services provided by the City, and what system information is available from the City, to determine the appropriate functional cost categories to be used in the cost of service determinations. The final selection of the functional cost categories will be discussed with City staff.

2.2 Classification of Revenue Requirements

After the development of the functionalized costs, costs will be classified into the components of utility service that is provided. For the water utility, it is proposed that costs be classified using the AWWA recommended Base–Extra Capacity method, where costs are classified as base, extra capacity, and customer related so as to recognize the impact peak demand has on the cost of service provision. For the wastewater utility, it is proposed that costs be classified using the Water Environmental Federation (WEF) recognized flow, BOD, TSS, and customer parameters. Please note that the appropriate classification of wastewater

costs may be influenced by the City's wastewater permits and current industrial strength wastewater program.

It should be noted that these are the Project Team's proposed classification methods. Discussions will be held with City staff to determine the appropriate classification methods to utilize in recognition of the City's goals and objectives and available system and billing data.

2.3 Allocation of Revenue Requirements

One of the most important considerations in the setting of fair and equitable rates for utility service is the establishment of the appropriate grouping of customers (i.e., customer classes for cost distribution after costs are classified). Generally, a customer class should only include those customers who: (a) are in a similar location in relation to the utility; (b) use the same or similar service from the utility; and (c) receive similar service from the utility and place similar demands upon the utility. The Project Team will analyze the usage patterns of the presently defined customer classes in the above context and evaluate whether a new classification of customers should be recommended.

Costs within each utility will be allocated to the selected customer classes based on each customer class' level of service provided by the City. It is vital that the factors that form the basis of costs incurred by the City to provide continuous and adequate service to its customers be appropriately identified.

This identification requires a thorough understanding of the influencing conditions controlling the design and/or actual operation of a system. These conditions include normal and peak weather conditions as well as average and peak service demands. Members of the Project Team are versed in appropriately identifying these costs and are recognized experts before the State's rate regulatory agencies. The factors for the allocation of costs to the customer classes will be dependent on the billing and system information available from the City. The final selection of customer classes and allocation methodologies will be discussed with the City.

2.4 Task 2 Overview Report

At the completion of Task 2, the Project Team will prepare a summary report of the work completed. This will include a discussion of the Cost of Service process inclusive of the allocation methodologies utilized and any assumptions made by the Project Team. The report will include a comparison of the cost of service by customer class as compared to the level of revenue currently generated by class under existing rates. This will provide the City with an estimation of the overall revenue adjustments necessary to bring a customer class in-line with its calculated cost of service. In addition, the report will also include an analysis of the stability of the City's revenue stream. Specifically, the Project Team will compare the utility's existing debt service obligations with the level of revenue generated under minimum charges. Additionally, we will also compare the level of fixed charge revenue generated against the allocated excess capacity and customer related costs, as well as the revenue generated under the volumetric rate with the average day allocated costs. This will provide an estimation of the adequacy of the City's base water and wastewater charges, which will further be evaluated as part of Task 3.

On completion, the draft report will be provided to City staff for review and comment, which will be discussed with City staff via teleconference. After receipt, staff comments will be incorporated into the final overview report.

The Project Team is keenly aware of the sensitive nature of a cost of service analysis. Many times, the analysis will produce a result which is not politically appealing and can be cause of significant stakeholder outcry. While the Project Team anticipates presenting the results of Task 2 to the Water Advisory Commission and has priced such a presentation into the enclosed price proposal, the Project Team will

work directly with City staff to outline an appropriate strategy for this presentation to ensure minimal stakeholder impact.

Task 2 Deliverables:

Task 2 Overview Report and teleconference with City staff

Task 2 Work Session with Water Advisory Commission[1]

TASK 3 – RATE STRUCTURE EVALUATION

On completion of the cost of service analysis, the Project Team will begin an in-depth review of the City's current water and wastewater rate structures. At present, the Project Team understands the City utilizes a customer's average winter consumption (AWC) to determine the first block charge under an inclining block water rate structure. Further, the City's base charges have been decreased steadily over the years, leading to concerns about the stability of the overall revenue stream. During Task III, the Project Team will evaluate the overall effectiveness of the current rate structures and will provide recommendations for amendment. The following outlines the key subtasks as part of Task III.

3.1 Evaluation of Current Rate Design

Based on the City's initial request for qualifications, the Project Team understands the primary pricing goals and objectives of the City at this time include revenue stability, affordability, and water conservation. These pricing objectives are particularly important given the reduction the City has experienced in per capita consumption, coupled with the downward adjustments made to the base (minimum) rates charged by the utility. The reduction seen through water conservation and overall efficiencies in water use can have a negative impact on revenue stability. Sufficient monies must be collected in minimum charges to offset declines in consumption, but the level of minimum charges must be carefully balanced with customer affordability, particularly for low and/or fixed income customers who are typically more heavily impacted by the level of minimum charges.

At the outset of Task 3, the Project Team will perform an evaluation of the current rate structure's ability to achieve these goals and objectives. We will also develop a listing of strengths and weaknesses of the current rate structure, as well as potential structural changes which may better achieve these goals and objectives.

On completion of the evaluation, the Project Team will prepare a memorandum of our analysis and provide to City staff for review. After receiving and incorporating staff's comments, we propose to include this memorandum as part of the presentation to the Water Advisory Commission performed at the end of Task II. Through dialogue with the Water Advisory Commission, we propose to develop a formal rate and fee design plan which will be used to guide our completion of Task 3. In developing the rate and fee design plan, the Project Team will also discuss with the Water Advisory Commission any limitations and/or guidelines when incorporating the cost of services results developed in Task 2 into the alternative rate design. For example, if it is not politically feasible to move immediately to cost of service based rates for a particular class of customers, we will seek to set bounds on the overall changes seen by a customer class and/or identified group of customers.

[1] In an effort to perform the Study in the most cost effective manner, the Task 2 work session will include a discussion of the memorandum proposed to be developed as part of Task 3.1

3.2 Development of Alternative Rate Design

Based on the rate and fee design plan developed in Task 3.1, the Project Team will develop alternative rate designs for the City's consideration. Please note that the proposed pricing included herein anticipates up to two (2) alternative water rate designs and up to two (2) alternative wastewater rate designs. Additional rate designs requested to be analyzed and/or developed will be provided at a to be negotiated price.

3.3 Determination of Realizable Revenue with Alternative Rate Structures

The Project Team will analyze and compare the revenues forecasted to be generated under alternative rate structures to the forecasted cost of service to determine the adequacy of the alternative rate structures to meet the City's financial goals, including bond coverage requirements and operating and capital reserves. In the revenue determination, adjustments will be made to the historical billing data to reflect normalized weather conditions and usage. Additionally, when projecting revenue under the alternative rates, the Project Team will incorporate the estimated impact of elasticity of demand within the revenue projections. Elasticity of demand is the economic concept that recognizes the relationship between the quantity demanded of a good and a change in the price of that good. Failure to recognize this relationship, particularly with regards to water sales, can result in an inaccurate estimate of revenue on a going forward basis. The Project Team will presume industry standard, long-term elasticity standards within its calculations. Finally, the monthly impact on customer bills under the alternative rate structures will also be examined along with the impact to the City's revenue stability.

3.4 Rate Comparison Review

The Project Team will compare the City's current and proposed water and wastewater utility rates and resulting monthly bills to utility rates of municipal utilities of similar size, demographics, geographic location, and/or operational characteristics so as to provide an estimation of the City's comparable and competitive position.

3.5 Task 3 Overview Report

At the completion of Task 3, the Project Team will develop a report summarizing the current rate structure evaluation, the rate and fee design plan, and the recommended alternative rate structures for consideration. On completion, the draft report will be provided to City staff for review and comment, which will be discussed with City staff via teleconference. After receipt, staff comments will be incorporated into the final overview report, with a presentation of the report to the Water Advisory Commission.

Task 3 Deliverables:

Memorandum discussing Current Rate Design Evaluation

Memorandum outlining the City's Rate and Fee Design Plan

Task 3 Overview Report and teleconference with City staff

Task 3 Work Session with Water Advisory Commission

TASK 4 – ADMINISTRATIVE RECORD OF PROJECT

A clear administrative record, or report, of a Water and Wastewater Rate Study has become a key element in supporting and defending the rate action of a municipality. Recently, a City in California saw its rates challenged by customers and ultimately overturned. One element of the judicial ruling against the City's

rates was the fact that the rates adopted were not based on a written report – referred to in the judgement as an Administrative Record. While cities in Texas enjoy original rate jurisdiction, a clearly written, comprehensive administrative record of a project is highly recommended to support rate action taken by the City.

To fully obtain customer buy-in and ensure compliance with legal precedent, a clear record of the assumptions and methodologies employed as part of the analysis must be developed, along with a record of the key decision points and outcomes which occurred throughout the conduct of the analysis. To ensure the proper development of an appropriate administrative record, the Project Team will develop a final report for the project which will include each of the overview reports and presentations developed from the prior tasks. The final draft report will include an Executive Summary, as well as the inclusion of all necessary tables, charts, and worksheets needed to fully understand and comprehend the study.

Once completed, the final draft report will be provided to City staff for review and comment. Upon receipt of City staff edits and comments, the report will be finalized with electronic and hard copies provided to the City for full dissemination to the City Council and the public, as deemed appropriate. The Project Team will also present the findings and recommendations of the Study to the City Council in a workshop setting.

Task 4 Deliverables:

Electronic and Hard Copies of Draft Report

Electronic and Hard Copies of the Final Report, reflective of City Staff edits and comments

Presentation to City Council

TASK 5 – FINANCIAL FORECASTING & RATE MODEL DEVELOPMENT

The development of a financial forecasting and rate model for City use will occur throughout the course of the project. Once the project has been finalized, the Project Team will work to form this model into a "user-friendly" program for use by City staff.

NewGen prides itself in developing user-friendly models which are specific to, and reflect the unique operational characteristics of, each client. While our Project Team utilizes standard best practices in developing rate models, each model we develop is unique and does not reflect a "canned" or "off-the-shelf" product. Given the unique nature of each of our clients, we believe it is important that the product produced as part of a rate study also be unique and reflective of our client's overall goals and objectives.

The model provided to the City will be built so as to be compatible with Microsoft Excel 2010 or newer versions. Within the model itself, the user guide will be built-in so as to ensure that a user has immediate and constant access to instructions on the model's function. All assumptions will be presented in blue font and all calculations/results presented in black font so the user is aware of fields that can be amended. Additionally, both a fully protected version and an unlocked version of the model will be provided to ensure staff has a tool that can be deployed to all classes of user, from novice to advanced.

The City's model will allow staff to run "what-if" scenarios including, but not limited to, changes in operating, capital and wholesale costs, customer and volume growth or decline, debt service structure, source costs, inflation, capital project financing, and funding sources. The model will allow the user to assess the impact various scenarios will have on an existing typical monthly bill for each class of customer. The model will also generate financial statistics such as debt coverage ratios and average dollar and percentage change for each customer class. A visual dashboard will also be included within the model to

assist City staff in communicating key financial and performance metrics, as defined by City staff, with the City's key decision-makers.

To ensure the model is fully useable by staff, the Project Team will conduct a hands-on training session with key model stakeholders when the model is delivered and will discuss every worksheet within the model and fully demonstrate its functionality.

Task 5 Deliverables:

Electronic copy of Financial Forecasting and Rate Model

On-site, hands-on training session with City staff

PROPOSED ADDITIONAL SERVICES

The scope of services outlined above reflects the activities the Project Team believes are necessary to meet the goals and objectives outlined by the City. However, we recognize that additional services may be desired by the City to increase stakeholder communication and buy-in throughout the process, or to expand the analysis beyond simply water and sewer rate revenues. Such services may include, but may not be limited to, those outlined in detail below.

Please note that the not-to-exceed project fee proposal included herein does not include any of these additional services at this time.

Additional Service 1 – Cost of Service and Rate Design 101 Workshop

Depending on the involvement of City leaders and decision-makers, the Project Team has found it useful in past studies to conduct a Cost of Service and Rate Design 101 workshop. Such a workshop would introduce key stakeholders to the Cost of Service and Rate Design process including key terminology and methodological processes, and provide them an overview of what to expect from the study. This workshop can also be used as a means by which to gather policy direction from the Water Advisory Commission and/or City Council members, or to begin to outline and consider the potential pricing objectives to be included in Task 3. A 101 workshop can best be described as a foundation upon which the remainder of the study is built. It serves as a key introduction to the process and can be a useful step to obtaining buy-in at the outset of the study.

Additional Service 2 – Additional Meetings

As evident above, there are a number of meetings with the Water Advisory Commission and City Council that have been included within the Standard Services. However, we recognize that additional meetings may be necessary with either body, or with others within the community. Our Team stands ready to support the City as necessary and can be available to attend additional meetings as requested.

Additional Service 3 – Stakeholder Engagement Effort

For a study such as this to be as successful as possible, ongoing and open communication between the Project Team and Stakeholders much occur. This includes, but is not limited to, community with the City Council, Water Advisory Commission, City staff and, as necessary, communication with the City's customers.

Our Project Team understands the complexities and challenges that stakeholder involvement can bring to a Project, and is happy to assist the City in a more extensive stakeholder engagement effort or Citizen Education Plan. Such a plan could include, but would not be limited to:

Public Presentations and/or Question and Answer Sessions conducted throughout the Community;

Presentations and/or Speaking Engagements with local Homeowner's Associations;

Development of white papers and/or citizen education pamphlets, newsletters, or press releases; and/or,

Development of bill calculation tools for deployment on the City's website.

Additional Service 4 – Miscellaneous Service Fee Evaluation

Based on our understanding of the proposed project, the City is most interested in an analysis of the current water and wastewater rates. However, the utility may charge other fees for miscellaneous services including, but not limited to, meter tap fees, disconnect / reconnect fees, and late fees. While the revenue stream from such fees is generally minor, maintaining these fees as adequate levels is an important part of utility financial management. The Project Team is well versed in these miscellaneous fee types and can include an evaluation of their adequacy within the scope of services as requested.

PROPOSED PROJECT SCHEDULE

Based on the Standard Services outlined above, and assuming notice to proceed is received by the Project Team by February 1, 2016, the Project Team anticipates the starting and completion dates for each Task as noted in the table below. Please note that the Project Team's ability to meet these deadlines will be dependent on the timely receipt of accurate data as requested by the Project Team and the availability of City staff, the Water Advisory Commission and/or the City Council for the meetings indicated herein.

Task No	Task Description	Starting Date	Completion Date
1	Five Year Financial Plan and Identification of Revenue Requirements	February 1, 2016	April 1, 2016
2	Cost of Service Analysis	April 4, 2016	May 20, 2016
3	Rate Structure Evaluation	May 23, 2016	July 15, 2016
4	Administrative Record of Project	July 18, 2016	August 5, 2016
5	Financial Forecasting and Rate Model Development	August 8, 2016	August 26, 2016

EXHIBIT B
PAYMENT OF FEES

WATER & WASTEWATER COST OF SERVICE & RATE STRUCTURE EVALUATION
CITY OF LUBBOCK, TEXAS

The City shall pay Engineer for services set forth in Exhibit A on a lump sum basis by task, as indicated in the attached schedule below. The Engineer will invoice the City monthly based on estimated percent complete of each task. The final payment for Task 5 will be paid upon receipt by the City of all deliverables for this Project.

Task	Description	Task Budget
Task 1	Five Year Financial Plan and Identification of Revenue Requirements	$ 31,663
Task 2	Cost of Service Analysis	$ 35,246
Task 3	Rate Structure Evaluation	$ 33,970
Task 4	Administrative Record of Project	$ 11,341
Task 5	Financial Forecasting and Rate Model Development	$ 7,780
	Total Fee	**$ 120,000**

Attachment A includes a detailed breakdown of the anticipated hours and costs by task as well as the anticipated out-of-pocket expenses to be incurred.

Water and Wastewater Cost of Service and Rate Structure Evaluation
City of Lubbock, Texas
Price Proposal

Task	Description	Chris Ekrut		Dave Yanke		Matthew Garrett		Justin Rasor		Frank Crumb		Leah Hodge		Admin		Total				
	Billing Rate		$ 235.00		$ 265.00		$ 180.00		$ 140.00		$ 285.00		$ 140.00		$ 85.00		Labor	Expense	Sub Markup	Total
		Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	Hrs	$	$	$	$
1	Five-Year Financial Plan and Identification of Revenue Requirements	24.0	$ 5,640	8.0	$ 2,120	28.0	$ 5,040	64.0	$ 8,960	20.0	$ 5,700	8.0	$ 1,120	8.0	$ 680	160.0	$ 29,260	$ 1,721	$ 682	$ 31,663
2	Cost of Service Analysis	20.0	4,700	8.0	2,120	32.0	5,760	64.0	8,960	28.0	7,980	22.0	3,080	8.0	680	182.0	33,280	860	1,106	35,246
3	Rate Structure Evaluation	24.0	5,640	8.0	2,120	40.0	7,200	80.0	11,200	20.0	5,700	-	-	8.0	680	180.0	32,540	860	570	33,970
4	Administrative Record of Project	12.0	2,820	4.0	1,060	10.0	1,800	16.0	2,240	6.0	1,710	-	-	8.0	680	56.0	10,310	860	171	11,341
5	Financial Forecasting and Rate Model Development	12.0	2,820	2.0	530	8.0	1,440	14.0	1,960		-		-	2.0	170	38.0	6,920	860	-	7,780
	Totall (Hours)	92.0		30.0		118.0		238.0		74.0		30.0		34.0		616.0				
	Total ($)		$ 21,620		$ 7,950		$ 21,240		$ 33,320		$ 21,090		$ 4,200		$ 2,890		$ 112,310	$ 5,161	$ 2,529	$ 120,000

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2016

Capital Project Number:	8607
Capital Project Name:	Water & Wastewater Rate Structure Evaluation

	Budget
Encumbered/Expended	
NONE	$ -
Agenda Item January 28,2016	
New Gen Strategies - Water & Wastewater Rate Structure Evaluation	120,000
Encumbered/Expended To Date	120,000
Estimated Costs for Remaining Appropriation	
City of Lubbock Staff Cost & Additional Evaluation	30,000
Remaining Appropriation	30,000
Total Appropriation	$ 150,000

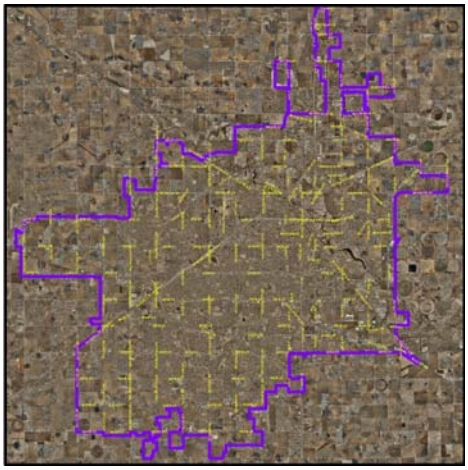
Project Name **Water and Wastewater Rate Structure Evaluation** *Project Number* **8607**

Managing Department **Water Production**

Project Manager **Aubrey Spear**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Under this project, the City will collect, analyze, and evaluate data associated with the Water and Wastewater Funds. This data will include past, present, and projected revenue requirements. In addition, cost of services including debt service coverage data will be evaluated. Appropriate financial models will be developed to evaluate various rate structure scenarios to confirm the adequacy of the current rate structure. Based on the information analyzed and evaluated, recommendations regarding the effectiveness of the current water and wastewater rate structures will be developed.

Project Justification

The periodic evaluation of the City of Lubbock's current water and wastewater rate structure is an essential step in optimizing three objectives associated with water rates. These three objectives include revenue stability, affordability, and water conservation. Achieving the appropriate level of revenue stability is important for the sustainability of the Water and Wastewater Funds as well as in maintaining good bond rating status. Providing some level of affordability or financial relief to low income customers is also desirable. In addition, developing the appropriate level of incentives to conserve water through the water rate structure is a very important strategy associated with the City's 2013 Strategic Water Supply Plan. Bond rating agencies strongly encourage utilities to evaluate their rate structure at least every 10 years. The last evaluation was performed in 2006. This project allows staff to update the actual water and wastewater cost of services as well as perform an evaluation to determine whether objectives are being met through the existing rate structure.

Project History

Over the past few decades, the value of water has increased. Until 1992, the City had a decreasing block rate structure for water services (customers paid less per 1,000 gallons the more they used). From 1992 until 2006, the City adopted a uniform or flat rate structure. In December 2006, Red Oak Consulting performed a Water and Wastewater Cost of Service and Rate Study at the City's request. The City implemented some of the recommendations provided in the study by adopting a conservation or increasing block rate structure (customers pay more per 1,000 gallons the more water they use)for water customers. The current conservation block rate structure has been in place for over eight years.

$150,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Design and Engineering	0	150,000	0	0	0	0	0	150,000
Total Project Appropriation	0	150,000	0	0	0	0	0	150,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2016 Water Pay-As-You-Go	0	150,000	0	0	0	0	0	150,000
Total Funding Sources	0	150,000	0	0	0	0	0	150,000

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution – Public Works: Consider a resolution authorizing the Mayor to execute Developer Agreement 12712 for construction of a portion of 66th Street and associated drainage and sanitary sewer improvements, between the City of Lubbock and Milwaukee, LTD.

Item Summary

The Developer adjacent to 66th Street between Marsha Sharp Freeway and Milwaukee Avenue has requested that the City participate in the cost associated with the paving of approximately 4,000 linear feet of the unpaved portion of 66th Street along with the drainage and sanitary sewer improvements.

A portion of the development along the 66th Street was platted prior to annexation into the City of Lubbock. Paving this portion of 66th Street was not a requirement at the time the land was developed in Lubbock County. Current Developers along the unplatted portions of 66th Street are developing adjacent property and will be paving 66th Street. The Developers have requested the City of Lubbock to participate in a portion of the cost of paving 66th Street and the required drainage improvements associated with the paving with a limit not to exceed 30% plus an additional $22,778 of previously collected pre-paid paving of the final construction cost.

The City's participation in the cost of the paving and drainage improvements shall not exceed $494,254.

Fiscal Impact

$54,324,138 is appropriated in Capital Improvement Project 92248, Street Maintenance Program, with $494,254 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution
Developers Agreement
CIP Spreadsheet
CIP Detail Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for, and on behalf of, the City of Lubbock, a Developer Agreement for construction of 66th Street between Milwaukee Avenue and Marsha Sharp Freeway, and all associated drainage and sewer improvements, by and between the City of Lubbock and Milwaukee, Ltd. of Lubbock, Texas, and related documents. Said Developer 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:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Developer Agreement – Milwaukee, Ltd. – 66th Street Improvements
January 13, 2016

STATE OF TEXAS §

COUNTY OF LUBBOCK §

DEVELOPMENT AGREEMENT FOR DESIGN AND CONSTRUCTION OF A PORTION OF 66TH STREET

This Development Agreement ("Agreement") is entered into this ___ day of January, 2016, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the "City") and Milwaukee, LTD ("the Developer").

WITNESSETH:

WHEREAS, Developer is the developer of certain real property adjacent to 66th Street, located within the corporate limits of the City;

WHEREAS, Developer is required, pursuant to Chapter 36 of the Code of Ordinances of the City, to participate in the paving of 66th Street from US 62/82 to Milwaukee Avenue, including drainage and sewer improvements within the right of way, and to bear the cost of such participation;

WHEREAS, a portion of 66th Street is related to the Developer's development and is unpaved (the "Unpaved Portion"), said Unpaved Portion of 66th Street being depicted on Exhibit "A", attached hereto, and is not the responsibility of Developer to participate in such paving;

WHEREAS, the City desires that such Unpaved Portion now be paved;

WHEREAS, the City, to realize cost savings due to economies of scale, now desires that Developer perform such paving of the Unpaved Portion of 66th Street and that the City reimburse Developer for such costs; and

WHEREAS, the City and Developer now desire to enter into this Agreement wherein City agrees to pay to Developer the City's allocated portion of the costs related to the paving of the Unpaved Portion of 66th Street including drainage and sewer improvements within the right of way.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

SECTION 1 Developer Activities

1.01 Developer shall proceed in a diligent manner to completion of the Unpaved Portion of 66th Street in accordance with all applicable laws,

City of Lubbock Code of Ordinances, and City of Lubbock policies. Completion of paving shall occur on or before December 31, 2016. Completion of the Unpaved Portion of 66th Street shall not be deemed to have occurred unless and until the City shall have accepted such paving as being in compliance with the terms of this Agreement.

1.02 Developer shall comply with applicable laws related to private performance of public improvements, including without limitation, Subchapter C of Chapter 212 of the Local Government Code.

SECTION 2 City Participation

2.01 The City shall, subject to the terms hereof, participate in the paving of the Unpaved Portion of 66th Street at an amount not to exceed thirty percent (30%) of the accepted bid costs involving engineering, based on the actual bid prices of the Unpaved Portion, and an additional twenty-two thousand seven hundred seventy-seven and 78/100 Dollars ($22,777.78) collected by the City from a prior paving project (the "Previous Paving Funds"). It is expressly hereby represented and warranted by Developer to City that the total contract price of this project, including engineering, is one million five hundred seventy-one thousand five hundred eighty-six and 98/100 ($1,571,586.98).

2.02 The City shall pay to Developer the actual bid price amount, as limited herein, upon completion of the Unpaved Portion of 66th Street, and inspection and acceptance thereof by the City. It is expressly stipulated that the City shall owe no funds to Developer unless and until the Unpaved Portion of 66th Street is completed in accordance with all laws, City of Lubbock Code of Ordinance provisions, and City of Lubbock policies.

2.03 Notwithstanding the City's contribution of the Previous Paving Funds, under no circumstance or event shall the participation of the City exceed thirty percent (30%) of the total contract price contemplated by subchapter C of Chapter 212 of the Texas Local Government Code. In the event such participation, as computed and limited herein by the "not to exceed" sum provided in Section 2.01, above, shall so exceed thirty percent (30%) of the contract price, the City shall be obligated to pay only thirty percent (30%) of the contract price and the Previous Paving Funds, but never more than the "not to exceed" sum provided in Section 2.01, above.

SECTION 3 Performance Bond

3.01 Developer shall execute a Performance Bond for the construction of the Unpaved Portion of 66th Street to insure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter

2253, Government Code, State of Texas. The performance bond shall be submitted to the City Engineer of the City of Lubbock on or before beginning any work on the Unpaved Portion. In the event such performance bond is not so submitted, this Contract shall be null and void and of no force and effect.

SECTION 4 Additional Safeguards

4.01 All of Developer's books and other records related to the Developer's paving of 66th Street shall be available for inspection by the City at the offices of Developer at 7703 LaSalle, Lubbock, Texas, upon and during business hours thereof. Developer shall furnish actual contract documentation to the City that depicts the actual costs of paving of 66th Street prior to request for payment from the City.

SECTION 5 Term

5.01 The term of this Agreement shall begin on the date of execution of this Agreement by City and end upon the complete performance of all obligations by each party to this Agreement.

SECTION 6 Indemnity

6.01 Developer agrees to defend, indemnify, and hold City, its officers, agents, employees, and elected officials, harmless from and against any and all claims, lawsuits, liabilities, judgments, costs and expenses for any harm for which recovery of damages is sought that may arise out of, be occasioned by or related to Developer's breach of any of the terms or provisions of this Agreement.

SECTION 7 Events of Default / Remedies

7.01 A default shall exist if either party fails to perform or observe any material covenant or obligation contained in this Agreement, or if any material representation and/or warranty provided for herein is not true or correct. The non-defaulting party shall notify the defaulting party in writing upon becoming aware of any event that constitutes a default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

7.02 If a default shall occur and be continuing, after ten (10) days written notice to cure such default, the non-defaulting party may pursue any and all remedies it may be entitled to at law, contract, equity, or otherwise, including without limitation, termination of this Agreement. It is agreed that failure to declare this Agreement terminated upon the default of Developer for any of the reasons set forth above shall not be construed as

a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent violation of any of the terms or conditions of this Agreement. All of such remedies are expressly cumulative and the exercise of one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

SECTION 8 Miscellaneous

8.01 This Agreement is performable in Lubbock County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Lubbock County, Texas. This Agreement shall governed by and construed in accordance with the laws of the State of Texas.

8.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, (4) days after depositing such notice in the United States mail, as set forth above.

For City:	For Developer:
James Loomis, City Manager City of Lubbock P. O. Box 2000 Lubbock, Texas 79457 Facsimile No. 806-775-2051	George McMahan Milwaukee, LTD 7703 LaSalle Avenue Lubbock, Texas 79424

with copy to:

L. Wood Franklin, P.E., Director of Public Works
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-3074

8.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except as may otherwise be provided herein, such invalidity, illegality or unenforceability shall not in any way affect any other provision hereof and this Agreement shall be considered as if such invalid,

illegal or unenforceable provision had never been contained in this Agreement.

8.04 City and Developer each bind themselves and their successors and assigns to the other parties of this Agreement. Developer represents and warrants to City that it (i) possesses the requisite power and authority to execute, deliver and perform this Agreement; (ii) has taken all actions and formalities necessary to authorize Developer to execute, deliver and perform this Agreement; and (iii) the party executing for and on behalf of Developer has been duly authorized to act in such behalf for Developer.

8.05 City and Developer herein recognize that the continuation of any agreement at the close of any given fiscal year of the City of Lubbock, Texas, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City, providing for or covering such agreement item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council.

8.06 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.

The parties enter into this Agreement on _____, 2016.

CITY OF LUBBOCK:

_____
GLEN C. ROBERSTON, MAYOR

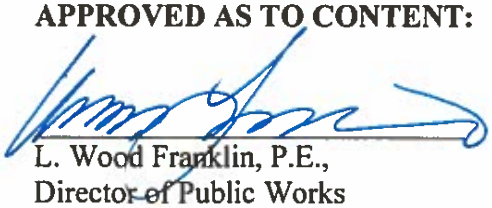
DEVELOPER: Milwaukee, Ltd
By: George McMahan Development, LLC.
General Partner

_____
GEORGE H. McMAHAN, MEMBER

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

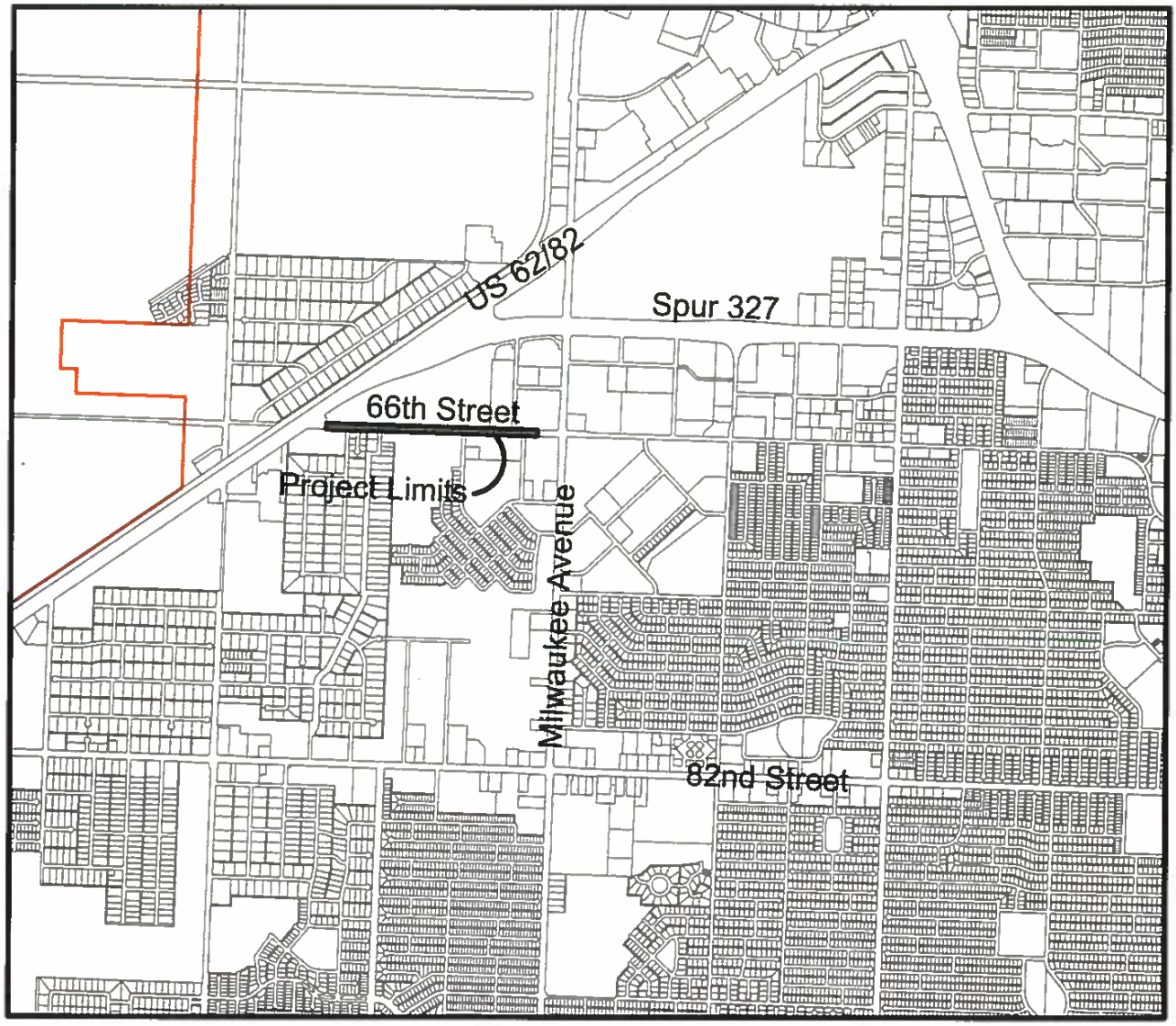


L. Wood Franklin, P.E.,
Director of Public Works

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

EXHIBIT "A"


US 62/82
Spur 327
66th Street
Project Limits
Milwaukee Avenue
82nd Street
N
W
E
S
SCALE:
0
1250'
2500'
5000'

City of Lubbock, TX
Capital Project
Project Cost Detail
January 28, 2016

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

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
FY 2011-12 Street Maintenance and Construction	9,886,206
FY 2012-13 Street Maintenance and Construction	9,148,345
FY 2013-14 Street Maintenance and Construction	7,936,341
Lone Star Dirt & Paving (2015 Asphalt Patching)	1,229,600
Lone Star Dirt & Paving (2015 Concrete Patching)	746,400
Intermountain Slurry Seal (2015 Micro-Surfacing Project)	3,014,057
Lone Star Dirt & Paving (Frankford Ave Remove and Relay)	1,470,738
Thunder Well Service, LLC	248,083
TRC Companies Bridge Inspection	89,404
West Texas Paving Contract 12550 - Upland Remove and Relay	1,775,248
Agenda Item January 28, 2016	
Developers Agreement for 66th Street	494,254
Encumbered/Expended To Date	43,997,297
Estimated Costs for Remaining Appropriation	
Construction	10,326,841
Remaining Appropriation	10,326,841
Total Appropriation	$ 54,324,138

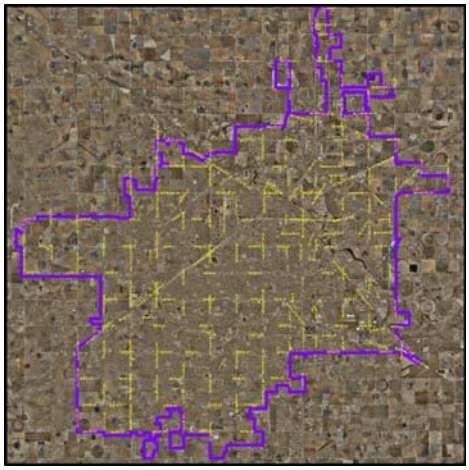
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013. (General Fund Debt)
$6,766,635 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$9,913,135 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	44,411,003	9,913,135	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	106,165,379
Total Project Appropriation	44,411,003	9,913,135	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	106,165,379

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute purchase order contract 10015693 with ThyssenKrupp Elevator for an upgrade to the freight elevator at Lubbock Business Center.

Item Summary

The contract replaces the existing hydraulic piston and related components serving the freight elevator at the Lubbock Business Center. The existing conditions prohibits use of the freight elevator and repairs will bring the freight elevator into compliance with current codes/laws. The contract with ThyssenKrupp Elevator, of Midland, Texas, is proposed using Texas Cooperative Purchasing Network (TCPN) Contract R150801. TCPN is the Region 4 Education Service Center cooperative purchasing program, which offers contracts that have been established through open competition as prescribed by the laws of the State of Texas. Enabling statutes for TCPN can be found in the VTCA Government Code, Chapter 791 Interlocal Cooperation Act.

Fiscal Impact

The cost of this purchase is budgeted in the FY 2015-16 Lubbock Power and Light Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Thyssenkrupp Elevator Corporation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10015693 for the purchase of a pump jack replacement for the elevator in the Lubbock Business Center as per TCPN Contract R150801, by and between the City of Lubbock and ThyssenKrupp Elevator Corporation of Atlanta, Georgia, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES Purchase Order 10015693 – ThyssenKrupp Elevator
December 21, 2015

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/11/2016
Order Number 10015693 000 OP
Branch/Plant 1611

TO:	THYSSENKRUPP ELEVATOR PO BOX 933004 ATLANTA Georgia 31193-3004
SHIP TO:	CITY OF LUBBOCK MUNICIPAL BUILDING ATTN: SID BEACH 1625 13TH STREET LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/14/2016 Freight

Requested 04/01/2016 Taken By T FLORES

Delivery PER S BEACH REQ 46766 TCPN CONTRACT R150801

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Pump Jack Replacement (LBC) 1	1.000	71,557.0000	EA	71,557.00	04/01/2016
Pump Truck As Required 2 Optional Item 2	1.000	20,000.0000	EA	20,000.00	04/01/2016

Total Order

Terms NET DUE ON RECEIPT 91,557.00

INSURANCE REQUIRED:

Commercial General Liability, per occurrence- $1,000,000 General Aggregate. Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability Automotive Liability- Combined Single limit for Any Auto - $1,000,000	Worker's Compensation Employer's Liability - $500,000
City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation. Copies of endorsements are required.	

This purchase order encumbers funds in the amount of $91,557 awarded to ThyssenKrupp Elevator Corporation of Atlanta, GA, on January 28, 2016. The following is incorporated into and made part of this purchase order by reference: Price Quotation 2015-2-148354 dated October 16, 2015, from ThyssenKrupp Elevator Corporation of Atlanta, GA, and The Cooperative Purchasing Network (TCPN) Contract R150801.
Resolution No.: _____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ThyssenKrupp Elevator Americas

SCHEDULING AND PRODUCTION
REQUEST FOR PAYMENT

Contract Number: US35512

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn
CITY OF LUBBOCK
PO BOX 2000
Lubbock , TX 79408-2000

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-148354		October 16, 2015	ACtA-10UD81R

Total Contract Price $71,557.00

We accept credit card payments. Please call 972-963-5259 and ask for the MIDLAND Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACtA-10UD81R
Quote #:	2015-2-148354
Customer Number:	354566
Remittance Amount:	35779

Customer Name: CITY OF LUBBOCK
Location Name: LUBBOCK BUSINESS CTR

ThyssenKrupp Elevator Americas

WORK ORDER

Date: October 16, 2015

Location:		Bill To:	CITY OF LUBBOCK
Address:	PO BOX 2000	Address:	PO BOX 2000
City/State/Zip:	Lubbock , TX 79408-2000	City/State/Zip:	Lubbock , TX 79408-2000

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Priced out using TCPN contract # R150801

JACK REPLACEMENT - ELEVATOR #2/FREIGHT CAR:

ThyssenKrupp Elevator proposes to furnish the necessary labor and materials to replace the existing cylinder for Elevator #2/Freight Car, with an ASME A17.1 – 2000 Code compliant cylinder with a sealed cylinder protection liner.

SCOPE OF WORK:

- Erect safety/sight barricades, lay protective floor covering around work areas.
- Suspend and secure (two methods) the elevator in the uppermost portion of hoistway .
- The hydraulic plunger shall be disconnected, landed and removed from the cylinder, then set aside for reuse. If the jack head is obsolete in design or the hydraulic plunger is damaged, an entirely new jack assembly, which consists of cylinder, plunger and jack head will be furnished.
- Remove the oil line, shutoff valve, pit channels and buffers from pit area.
- Jackhammer removal of concrete surrounding jack head.
- Hydraulic fluid shall be removed from the cylinder and stored in approved containers.
- Remove existing cylinder from the ground and dispose of properly.
- Remove hazardous debris from inside of present well casing and store in approved containers (See Special conditions).
- Install protective PVC (polyvinyl chloride) casing that includes a means of monitoring for corrosive moisture.
- Apply protective coating to new cylinder to aid in protection against corrosion.
- Thread and weld cylinder sections together, allow cooling and protective wrap at joints.
- Install new hydraulic cylinder with double bulkhead bottom made of steel pipe compliant with Elevator Safety Code ASME Code A17.1 – 2000 and the same I.D. and O.D. size as existing cylinder with new jack head.
- Backfill area between new PVC and hydraulic cylinder to stabilize jack assembly.
- Replace concrete pit floor with appropriate insulation material.
- Reinstall hydraulic plunger into new cylinder- unless new jack assembly furnished- and plumb cylinder unit within 1/8" tolerance.
- Reinstall hydraulic piping, shutoff valve, pit channels and buffers.
- Attach hydraulic plunger to the platen plate on underside of elevator and properly align.
- Install new jack seal and gasket (new head provided with cylinder).
- Provide new hydraulic fluid to the elevator hydraulic system and test for normal operation.
- Readjust valve, if required, to achieve proper operation.
- Perform Full Load Safety Test in the presence of state approved Elevator Inspector.
- Disassemble and remove materials, tools and supplies and provide general clean-up.
- Return elevator to service.

2015-2-148354 - ACIA-10UD81R

Option 1:Full Elevator Modernization for an additional $75-80k while reusing the existing door equipment. The price of the jack replacement would be reduced slightly to about $63-65k

Option 2: Pump Truck work as required Should a pump truck be required to pump out the jack hole an estimate for a worst case senerio is an additional $20k. This will only be used as required.

SPECIAL CONDITION:

1) The quoted price is based upon the existing jack hole being plumb and cased or jacketed to prevent hole collapse once the existing jack is removed. The existing jack hole must be clear of rock, water, concrete, debris or any other underground condition which hinders us from freely pulling the existing jack or installing the new jack or which alters the method required to complete the project. If we encounter such conditions, we will notify you immediately and upon execution of a change order, it is agreed that all additional work will be performed on a time and material basis, based on standard billing rates, until the conditions which have caused the delay have been overcome.
2) Purchaser agrees to provide a safe, accessible storage area for placement of D.O.T. 55 Gallon containers for the purpose of spoils containment. Any spoils or water testing by others or delays due to such testing are not included in this proposal. The hiring of a disposal company is the responsibility of Purchaser, and MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
3) For the purpose of providing this estimate, we assume no unusual conditions as outlined in items #1-2 above. If necessitated by unusual conditions, a proposal for additional labor and materials shall be submitted to Purchaser for approval prior to performance of additional work. ThyssenKrupp shall not be responsible for delays due to such causes.
4) Purchaser will be notified immediately of any circumstances that will require more than the allotted time and materials provided in this proposal. Written authorization will be required for any labor or materials required beyond this original proposal amount.
5) All labor estimates included herein are based upon work being performed during regular working days and hours of the trade (M-F, 8:00 a.m. to 5:00 p.m.). Work performed at other times will be in addition to the price indicated herein.
6) This proposal includes the Full Load Testing according to prevailing Codes at the time this proposal is accepted. If the load test discloses any deficiencies in the operation of the equipment tested, an additional proposal will be submitted for your approval for work needed to put the specific equipment in proper condition and in compliance with the above mentioned specifications. ThyssenKrupp Elevator will exercise caution and care in performing this repair and tests, but will not be responsible for damage done to the building and/or equipment while performing this work.
7) Welding affecting the building fire protection system may be required on this project. This will be coordinated with Purchaser.
8) Purchaser agrees to furnish suitable parking area with standard truck access.

Purchaser agrees to pay the sum of: Seventy One Thousand Five Hundred Fifty Seven Dollars ($71,557.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Regular City Council Meeting **5. 11.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12326 with VANIR Construction Management, Inc. for the construction management services relating to the Citizen Tower, City Hall Renovations and new Public Works facility, RFQ 15-12326-MA.

Item Summary

The contract includes construction management services relating to renovations of the Citizens Tower and City Hall and the construction of a new Public Works facility (if required). The construction management company will be the liaison between the construction firm and the City of Lubbock and its design team. This firm will handle duties relating to the renovations and/or construction of these facilities. Scope shall include all aspects of the project (including site civil, landscaping, structural, architectural, plumbing, fire protection, mechanical and electrical) in accordance with the current City of Lubbock adopted International Building Code, bid phase, construction administration and project close-out.

An evaluation committee reviewed the proposals based on the following criteria: Project Team Organization and Qualifications 40%, Experience on Similar Projects 20%, Project Approach 30%, Overall Responsiveness to the RFQ 10%. Proposals were ranked as follows:

Bidders	Points
Vanir Construction Management, Inc. of Houston, TX	460
Coleman Civil & Rail Engineering of Spring, TX	268

The above firms submitted RFQs and were evaluated. After the initial evaluations, the firms were ranked and the top firm was invited to present an oral presentation. The top firm for this process was VANIR Construction Management, Inc. At the conclusion of the oral presentation, committee members confirmed VANIR Construction Management, Inc. as the most qualified firm.

Staff recommends VANIR Construction Management, Inc. as the most qualified firm based on their understanding of the work to be done and their vast experiences with construction management projects of this size. Staff negotiated a contract with VANIR Construction Management, Inc. for a total amount of $2,025,115 (plus an additional $67,550 if the Public Works Facility is accepted).

Fiscal Impact

$63,000,000 is appropriated in Capital Improvement Project 92369, Municipal Facilities Replacement/Renovations, with up to $2,092,665 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - Vanir Construction Management, Inc
Contract & Exhibits - Vanir Construction
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12326 for professional construction management services in connection with renovations of the Citizens Tower and the construction of a new Public Works Facility, if required, by and between the City of Lubbock and VANIR Construction Management, Inc. of Houston, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-12326-VANIR Citizen's Tower
1.11.16

CONTRACT# 12326

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 5th day of November 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Vanir Construction Management, Inc. ("CM"), a United States "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain Construction Management services related to the Renovation of the Citizen's Tower located at 1208 14th Street, Renovation of the City Hall Building and Police Department located at 1625 13th Street and New Public Works Building (After written authorization by City, and in compliance with this Agreement), Lubbock, Texas (the "Project"); and

WHEREAS, CM has a professional staff experienced and is qualified to provide Construction Management services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and CM to be a fair and reasonable price; and

WHEREAS, the City desires to contract with CM to provide Construction Management services related to the Project and CM desires to provide the services related to same.

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term through **November 30, 2018**, as set forth in the receipt of the Notice to Proceed. The term will extend to **September 30, 2019** if CM is authorized to provide service for the Public Works Building. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

The following Exhibits are attached hereto and incorporated herein by reference as though fully set forth in the Agreement:

Exhibit "A" – Additional Terms
- Appendix I – Rate Schedule
- Appendix II – Reimbursable Expenses

Exhibit "B" – Insurance Certificate
Exhibit "C" – Staffing Plan – Citizen's Tower/Annex
Exhibit "D" – Staffing Plan – Public Works Building

ARTICLE II. SERVICES AND COMPENSATION

CM shall perform the services described in Exhibit A, Article 3, with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due CM under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in CM's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due CM under this Agreement shall be made by check and mailed to the Address identified in the remittance instructions on CM's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

A. 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.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by CM. This Agreement constitutes legal, valid, and binding obligations of CM and is enforceable in accordance with the terms thereof.

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

D. Performance. CM will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in

performance of similar Construction Management services, and comply with applicable laws, rules, and regulations, both state and federal, relating to Construction Management services, as contemplated hereby.

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

F. CM shall perform in a manner consistent with that degree of care and skill normally practiced by members of the Construction Management profession currently performing services of a similar nature, and circumstances at the same time and similar locality. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by CM's failure to meet such standards, and City has promptly notified CM in writing of any such error within that period, CM shall perform, at CM's cost, such corrective Construction Management services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

CM shall accomplish the following:

Construction Management related to the Renovation of the Citizen's Tower located at 1208 14th Street, Renovation of the City Hall Building and Police Department located at 1625 13th Street and New Public Works Building (After written authorization by City), Lubbock, Texas, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

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

ARTICLE VIII. INSURANCE

CM 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.

CM shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of CM to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

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

The City shall be named as additional insured with respect to the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. CM shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

CM shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, CM 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 CM maintains said coverage. CM 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, CM fails to maintain the required insurance in full force and effect, CM shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

B. CM's Address:

Vanir Construction Management, Inc.
Joseph A. Mehula – President
4540 Duckhorn Drive
Suite 300
Sacramento, CA 95834
Telephone: 916-575-8888

With copy to:
Gloria Barrera
20333 S.H.249
Suite 200
Houston, TX 77070
281-378-8073

C. City's Address:

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: 806-775–2275
Email: Weverett@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and

setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish to CM upon their request any available data in the possession of the City pertinent to CM's Services, so long as City is entitled to rely on such data for the performance of CM's Services under this Agreement (the "Provided Data"). CM shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

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

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

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

D. Assignability. CM may not assign this Agreement without the prior written approval of the City.

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

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

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

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

I. Entire Agreement. This Agreement, including Exhibits, attached hereto, contains the entire Agreement between the City and CM, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein. In the event of conflicts or inconsistencies between this Agreement and its Exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the Agreement, Exhibits "A", "B", "C" and "D".

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

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

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

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

N. Extent of Responsibility. CM does not guarantee that proposals, bids or actual project costs will not vary from CM's opinions of probable cost or that actual schedules will not vary from CM's projected schedules. CM shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CM, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CM in Exhibit "A", Additional Terms.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Upon written approval by the City, CM shall be entitled to an equitable adjustment as mutually agreed to by both Parties in schedule and compensation in the event such circumstances occur.

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Vanir Construction Management, Inc.

Joseph A. Mehula
President

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Facilities Management

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT "A"

Additional Terms

ARTICLE 1: RELATIONSHIP OF THE PARTIES

1.1 Owner and Construction Manager

The Construction Manager, hereinafter referred to as CM, shall be the Owner's agent in providing the Construction Manager's Services described in Article 3 of this Agreement. The CM and the Owner shall perform as stated in this Agreement and the CM and Owner accepts the relationship of trust and confidence between them, which is established herein.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state and local laws and regulations which are in effect on the date of this Agreement first written above, in carrying out their responsibilities defined in Article 3 of this contract.

1.2 Owner and Design Professional

The Owner shall enter into a separate agreement with one or more Design Professionals to provide architectural and engineering design for the Project. The Project is defined in Article 2 of this Agreement.

1.3 Owner and Contractors

The Owner shall enter into separate contract with one or more Contractors for the construction of the Project.

1.4 Relationship of the CM to Other Project Participants

In providing the Construction Manager's Services described in this Agreement, the CM shall endeavor to maintain a working relationship with the Contractors and Design Professional on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the CM assumes any of the responsibilities or duties of the Contractors or the Design Professional. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Project and for the safety of its personnel and its operations and for performing in accordance with the Contractor's contract with the Owner. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. There are no third party beneficiaries of this Owner-CM agreement and no one except the parties to the CM agreement may seek to enforce its terms.

ARTICLE 2: PROJECT DEFINITION

The Project for which the Owner has contracted the services of the CM is described below:

Renovation of the Citizen's Tower to house City Hall functions
Renovation of the City Hall and Annex to serve Police Department functions

Public Works Building -At the written authorization of the City of Lubbock, and in compliance with the applicable Articles of this Agreement.

ARTICLE 3: CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM Basic Services

The CM shall perform the Basic Services described in this Article. It is not required that the Basic Services be performed in the sequence in which they are described.

3.2 Pre-Design Phase

3.2.1 Project Management

3.2.1.1 Project Management Plan: The CM shall prepare a Project Management Plan for the Project. The Plan will be prepared with the full participation of the Owner and other relevant team members. The Plan

shall consider the Owner's schedule, cost and design requirements for the Project. The CM may develop various alternatives for the sequencing and management of the Project, make recommendations to the Owner and secure approval of a project strategy prior to finalizing the Management Plan. The Project Management Plan shall be presented to the Owner for review and acceptance.

3.2.1.2 Program Team Orientation: The CM shall conduct, or assist the Owner in conducting, an orientation session during which all project team members including the Design Professional will discuss and establish and/or confirm Project schedule, budgets, administrative and communication processes and other project parameters and requirements.

3.2.2 Time Management

3.2.2.1 Master Schedule: The CM shall prepare a Master Schedule for each component of the Project. The Master Schedule shall specify the proposed start and finish dates for design(s), proposal and award activities, each construction contract, and the dates by which certain project activities must be complete. The CM shall submit the Master Schedule to the Owner for review and acceptance.

3.2.2.2 Design Phase Milestone Schedule: After the Owner accepts the Master Schedule the CM shall prepare the Milestone Schedule for the Design Phase. The Design Phase Milestone Schedule shall be used for evaluating progress during the Design Phase.

3.2.3 Cost Management

3.2.3.1 Project and Construction Budget: The CM shall prepare a Project and Construction Budget based on information provided by the Owner on the work required for the Project, and information developed by the CM as required by this contract. The CM shall review the budget with the Owner and Design Professional and the CM shall submit the Project and Construction Budget to the Owner for review and acceptance. The Project and Construction Budget shall be revised as directed by the Owner.

3.2.3.2 Cost Model: The CM shall establish a cost model that breaks the budget into its component parts by systems, CSI division areas or combinations thereof in consultation with the Owner and Design Professional. The cost models will be reviewed and updated at each design submittal stage.

3.2.3.3 Cost Analysis: The CM shall analyze and report to the Owner and the Design Professional the cost of various design and construction alternatives. As a part of the cost analysis, the CM shall consider costs related to efficiency, usable life, maintenance, energy and operation.

3.2.4 Management Information System (MIS)

3.2.4.1 Establishing the Project MIS: The CM shall provide a collaborative Project Management Software (CPMS) to assist in establishing communications between the Owner, CM, Design Professional, Contractor and other parties on the Project. In implementing the CPMS, the CM shall interview the Owner's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system. The Owner shall receive a minimum of 4 licenses for their specific use.

3.2.4.2 Design Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Design Phase, for approval by Owner.

3.3 Design Phase

3.3.1 Project Management

3.3.1.1 Revisions to the Project Management Plan: During the Design Phase the CM shall make recommendations to the Owner regarding revisions to the Project Management Plan. Revisions approved by the Owner shall be incorporated into the Plan by the CM and the Plan shall be re-submitted to the Owner for review and acceptance.

3.3.1.2 Design Phase Procedures Meeting: At the start of the Design Phase, the CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the CM

shall review the Scope of the Project, the Project Management Plan, the Master Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the CPMS.

3.3.1.3 Design Phase Information: The CM shall monitor the Design Professional's compliance with the Design Schedule, Project Management Plan, and Design Phase Procedures; and the CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.

3.3.1.4 Project Meetings: The CM shall participate in periodic project meetings attended by the Owner, design professional and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall review minutes of these meetings and advise the Owner and Design Professional of any concerns related to project cost, quality or schedule

3.3.1.5 Review of Design Documents & Design Recommendations: The CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructability, construction cost sequence of construction, construction duration, and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design, or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.

3.3.1.6 Owner's Design Reviews: The CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.

3.3.1.7 Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.

3.3.1.8 General Conditions: The CM shall assist the Owner in the preparation of the General Conditions and other front-end documents for the Construction Contracts.

3.3.1.9 Project Funding: The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.

3.3.2 Time Management

3.3.2.1 Revisions to Master Schedule: While performing the services provided in paragraphs 3.3.1.1, 3.3.1.2 and as necessary throughout the Design Phase, the CM shall recommend revisions to the Master Schedule.

3.3.2.2 Monitoring the Design Phase Milestone Schedule: While performing the services provided in paragraph 3.3.1.3 and 3.3.1.4, the CM shall monitor compliance with the Design Phase Milestone Schedule. The CM shall make recommendations to the Owner if progress is not in compliance with the schedule.

3.3.3 Cost Management Task

3.3.3.1 Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget project schedule and established project strategy.

3.3.3.2 Cost Control and Estimating: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. The submittals are anticipated to occur at Schematic Design, Design Development, 50% Construction Documents and 95% Construction Documents. The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget.

3.3.3.3 Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.

3.3.4 Collaborative Project Management Software (CPMS)

3.3.4.1 Schedule Reports: In conjunction with the services provided by paragraph 3.3.2.1, the CM shall prepare and distribute Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project.

3.3.4.2 Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget.

3.3.4.3 Cash Flow Report: The CM shall periodically prepare and distribute a Cash Flow Report for the Owner.

3.3.4.4 Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule.

3.3.4.5 Construction Phase Procedures: The CM shall prepare procedures for reporting, communications, and administration during the Construction Phase for approval by Owner.

3.4 Proposal Procurement Phase

3.4.1 Project Management

3.4.1.1 Pre-Qualifying Proposers: The CM shall assist the Owner in developing lists of possible Proposers. The CM shall prepare a Proposers list for each package for approval by Owner.

3.4.1.2 Proposers Interest Campaign: The CM shall conduct a telephonic and correspondence campaign to attempt to increase interest among qualified Proposers.

3.4.1.3 Notices and Advertisements: The CM shall assist the Owner in preparing and placing notices and advertisements to solicit proposals for the Project.

3.4.1.4 Delivery of Proposal Documents: The CM shall assist the City's Purchasing Department and /or the Design Professional in coordinating the delivery of proposal documents to the Proposers.

3.4.1.5 Pre-Proposal Conferences: In conjunction with the Owner and Design Professional, the CM shall conduct Pre-Proposal Conferences. These conferences shall be forums for the Owner, CM, and Design Professional to explain the Project requirements to the Proposers, including information concerning schedule requirements, time and cost control requirements, access requirements, the Owner's administrative requirements, technical, and other information.

3.4.1.6 Not Used.

3.4.1.7 Addenda: The CM shall receive from the Design Professional a copy of all Addenda and review with the Owner's Representative. The CM shall review Addenda for clarity, and consistency. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design contents or the design documents.

3.4.1.8 Proposal Opening and Recommendations: The CM shall assist the Owner in conducting the proposal opening and together with the Owner's Representative and Design Professional shall evaluate the proposals for responsiveness and price. The CM, the Owner's Representative and the Design Professional will develop recommendations concerning the acceptance or rejection of proposals.

3.4.1.9 Post-proposal Conference: The CM, the Owner's Representative and the Design Professional shall conduct a Post-proposal Conference with highest ranked proposer to review contract award procedures, schedules, project staffing, and other pertinent issues.

3.4.1.10 Not Used.

3.4.1.11 Pre-Construction Conference: In consultation with the Owner and Design Professional, the CM shall conduct a Pre-Construction Conference during which the Owner's Representative, the CM, and the Design Professional shall review the Project organization, communication protocols, security, responsibilities and other general project procedures.

3.4.1.12 Permits, Insurance and Labor Affidavits: The CM shall assist the Owner in verifying that the Contractor has secured the building permits, bonds, insurance and waivers as required by the Contract Documents. Such action by the CM shall not relieve the Contractor or the Owner of their responsibilities to comply with the provisions of the Contract Documents.

3.4.2 Time Management: The CM shall monitor compliance with the Master Schedule and recommend revisions to the Owner as appropriate.

3.4.3 Cost Management

3.4.3.1 Analyzing Proposals: Upon receipt of the proposals, the CM, with the Owner's Representative and the Design Professional, shall evaluate the proposals, including alternate prices and unit prices, and shall develop recommendations in regard to the award of each construction contract.

3.4.4 Collaborative Project Management Software (CPMS)

3.4.4.1 Project Cost Reports: The CM shall prepare and distribute Project Cost Reports during the Procurement Phase. The Reports shall specify actual award prices and construction costs for the Project compared to the Project and Construction Budgets.

3.4.4.2 Cash Flow Reports: The CM shall prepare and distribute Cash Flow Reports at completion of the Procurement Phase. The Reports shall be based on actual award prices and construction costs for the Project and the Reports shall specify actual cash flow compared to projected cash flow.

3.5 Construction Phase

3.5.1 Project Management

3.5.1.1 On-Site Management and Construction Phase Communication Procedures: The CM shall provide and maintain a management team on the Project site to provide contract administration as an agent of the Owner and to establish and implement coordination and communication procedures among the CM, Owner, Design Professional, and Contractors.

3.5.1.2 Construction Administration Procedures: The CM shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests and the maintenance of Logs for tracking all relevant information related to the above. The CM shall maintain daily job reports. As the Owner's agent and representative at the construction site, if provided for in the Construction Phase Procedures approved by the Owner, the CM shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

3.5.1.3 Project Site Meetings: Periodically the CM shall conduct coordination meetings at the Project site with the Contractor, the Owner, and the Design Professional, (if provided for in the Agreement between the Owner and the Design Professional). The CM shall record, transcribe, and distribute minutes to all attendees, the Owner and Design Professional.

3.5.1.4 Coordination of Other Independent Consultants: Technical inspection and testing provided by the Design Professional or others shall be coordinated by the Contractor. The CM shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. The CM is not responsible for providing, nor does the CM control, the actual performance of technical inspection and testing. The CM is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

3.5.1.5 Review of Requests for Changes to the Contract Time and Price: The CM shall review the contents of requests for changes to the contract time or price submitted by a Contractor, assemble information concerning the request, and endeavor to determine the cause of the requests and make recommendations to the Owner with respect to acceptance of the requests. The CM will implement the Owner's decisions regarding all requests for changes. All changes to the Agreement between the Owner and Contractor shall be only by change orders executed by the Owner.

3.5.1.6 Record Drawings, Operation, and Maintenance Materials: As required by the Contract Documents, the CM shall receive from the Contractor As-Built record drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project, and review such documents for completeness and submit documents to the Owner.

3.5.1.7 Substantial Completion: In consultation with the Design Professional and Owner's inspectors (when applicable), the CM shall review the contractor's request for substantial completion and final completion and recommend to the Owner when the Project and the Contractor's Work has achieved substantial and final completion. The CM shall, jointly with the architect, prior to issuing a Certificate of Substantial Completion, compile a list of incomplete work which does not conform to the Contract Documents based on input from the Design Professional and Owner's inspectors (when applicable). This list shall be attached to the Certificate of Substantial Completion. The CM shall issue the Certificate of Substantial Completion and Certification of Final Completion to the Contractor.

3.5.1.8 Final Payment: In consultation with the Design Professional and Owner's inspector (when applicable), the CM shall provide to the Owner a written recommendation regarding final payment to the Contractor.

3.5.2 Time Management

3.5.2.1 Master Schedule: The CM shall adjust and update the Master Schedule and distribute copies to the Owner and Design Professional. Recommendations for such adjustments to the Master Schedule shall be made to the Owner, and upon Owner's approval shall be incorporated by the CM.

3.5.2.2 Contractor's Construction Schedule: The CM shall review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Contract Documents. If changes in the Master Schedule maintained by the CM are appropriate, the CM shall make such modifications as approved by the Owner.

3.5.2.3 Construction Schedule Reports: The CM shall, on a monthly basis, review the progress of construction of each Contractor, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule Report that shall be prepared and distributed to the Owner. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The CM shall advise and make recommendations to the Owner concerning the alternative courses of action that the Owner may take in its efforts to achieve contract compliance by the Contractor.

3.5.2.4 The CM Review of Time Extension Requests: Prior to the issuance of change orders, the CM shall advise the Owner as to the effect on the Master Schedule of time extensions requested by the Contractor.

3.5.2.5 Recovery Schedules: The CM shall review the recovery schedule submitted by the Contractor for compliance with the Contract Documents.

3.5.3 Cost Management

3.5.3.1 Change Order Control: The CM shall establish and implement a change order control system. All proposed change orders shall first be described in detail by the CM, with the assistance of the Design Professional when necessary, in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Design Professional. In response to the request for a proposal, the Contractor shall submit to the CM for evaluation detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change work order. The CM shall

discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. The CM shall make recommendations to the Owner of whether the CM believes the change in the work is in the best interest of the project, prior to the Owner's execution of change orders. The CM shall verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.

3.5.3.2 Cost Records: In instances when a lump sum or unit price is not determined prior to performing work described in a request for a proposal as provided in paragraph 3.5.3.2, the CM shall request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractor's incurred by the Contractor in performing the work.

3.5.3.3 Progress Payments: In consultation with the Design Professional, the CM shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. The CM shall make appropriate adjustments to each payment application and shall prepare and forward to the Owner a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by the CM and delivered to the Owner.

3.5.4 Collaborative Project Management Software (CPMS)

3.5.4.1 Schedule Update Reports: The CM shall prepare and distribute Schedule Update Reports during the Construction Phase. The Reports shall compare the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Master Schedule for the Project.

3.5.4.2 Project Cost Reports: The CM shall prepare and distribute Project Cost Reports during the Construction Phase. The Reports shall specify actual Project and construction costs compared to the Owner-approved Project and Construction Budget.

3.5.4.3 Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of construction changes that may result in revision to the Project and Construction Budget.

3.5.4.4 Cash Flow Reports: The CM shall periodically prepare and distribute Cash Flow Reports during the Construction Phase. The Reports shall specify actual cash flow as compared to projected cash flow.

3.5.4.5 Progress Payment Reports: The CM shall prepare and distribute the Progress Payment Reports to the Owner. The Reports shall state the total construction contract price, payment to date, current payment requested, retainage, and actual amounts owed this period. A portion of this Report shall be a Certificate of Payment that shall be signed by the CM, and delivered to the Owner for use by the Owner in making payments to the Contractor.

3.5.4.6 Change Order Reports: The CM shall periodically prepare and distribute Change Order Reports during the Construction Phase. The Report shall list all Owner-approved change orders by number, a brief description of the change order Work, the cost established in the change order time impacts, if any, and percent of completion of the change order work.

3.5.4.7 Contractor's Safety Program Report: The CM shall verify that safety programs are submitted to the Owner by each contractor, as required by their Contract Documents. The CM shall not be responsible for or have any liability in whole or in part for Contractor implementation of or compliance with Contractor safety programs and safety laws, regulations, etc., nor shall the CM be responsible for the adequacy, or completeness, of Contractor Safety Programs or the Contractor's compliance and performance thereof. The CM has no responsibility for review of safety programs.

3.6 Post-Construction Phase

3.6.1 Project Management

3.6.1.1 Record Documents: The CM shall coordinate and expedite submittals of information from the Contractors for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of Record Documents to the Owner.

3.6.1.2 Organize and Index Operation Maintenance Materials: Prior to the Final Completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the Contractors, and submit such documents to the Owner.

3.6.1.3 Occupancy Permits: The CM shall assist the Owner in obtaining an Occupancy Permit by accompanying governmental officials during inspections of the Project, preparing and submitting documentation to governmental agencies and coordinating final testing and other activities.

3.6.2 Cost Management

3.6.2.1 Change Orders: The CM shall continue to provide services related to change orders as specified in paragraph 3.5.3.2 during the Post-Construction Phase.

3.6.3 Management Information Systems (MIS)

3.6.3.1 Close-out Reports: At the conclusion of the Project, the CM shall prepare final Project Cost and close-out reports.

3.7 Additional Services

3.7.1 At the request of the Owner, the CM shall perform Additional Services and the CM shall be compensated for same as provided in Article 7 of this Agreement. The CM shall perform Additional Services only after the Owner and CM have executed a written Amendment to this Agreement providing such services. Additional services may include:

3.7.1.1 Services related to investigation, appraisal or evaluation of existing conditions, facilities or equipment or determination of the accuracy of existing drawings or other information furnished by the Owner;

3.7.1.2 Services related to determination of space needs;

3.7.1.3 Preparation of Architectural programs;

3.7.1.4 Services related to building site investigations and analysis;

3.7.1.5 Services related to tenant or rental spaces;

3.7.1.6 Preparation of a Project financial feasibility study;

3.7.1.7 Preparation of financial, accounting or MIS reports not provided under Basic Services;

3.7.1.8 Performance of technical inspection and testing;

3.7.1.9 Preparation of an Operations and Maintenance Manual;

3.7.1.10 Services related to recruiting and training of maintenance personnel;

3.7.1.11 Services related to claims analysis;

3.7.1.12 Consultation regarding replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such work;

3.7.1.13 Services made necessary by the default of the Contractor;

3.7.1.14 Preparation for and serving as a witness in connection with any public or private hearing or arbitration, mediation or legal proceeding;

3.7.1.15 Assisting the Owner in public relations activities, including preparing information for and attending public meetings; and

3.7.1.16 Quality Review: The CM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the Owner against defects and deficiency in the work of the Contractor. The CM may reject work and transmit to the Owner and Contractor a notice of nonconforming work when it is the opinion of the CM, Owner, or Design Professional that the Work does not conform to the requirements of the Contract Documents. The CM is not authorized as a part of this service to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. No action taken by the CM shall relieve any or all of the Contractors from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules, and regulations. Such limits of authority shall be made clear and enforced by the Owner in the Contractor's Contract Documents. Communication between the CM and Contractor with regard to Quality Review shall not in any way be construed as binding the CM or Owner as releasing the Contractor from the fulfillment of any of the terms of his Contract Documents. The CM is not responsible for, nor does the CM control, the means and methods of construction for the Project. It is understood that the CM's action in providing Quality Review as stated herein is a service to the Owner and by performing as provided herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project.

3.7.1.17 Upon written authorization by the City of Lubbock, the CM will provide the services described in ARTICLE 3 of this contract for the New Public Works building.

In order to maximize the CM's staffing efficiencies that will be in place for the Basic Services, the start date for the New Public Works Building shall be no later than October 1, 2017 and shall complete Closeout no later than September 30, 2019. If this start and completion time is not feasible and the City of Lubbock desires the CM to provide services for the Public Works Building, the CM will provide a revised proposal for services.

The Owner shall pay a fee not to exceed Four Hundred, Ninety-Eight Thousand, Two Hundred Fifty-Two dollars ($498,252). The fee breakdown is referenced in Exhibit 'D'. This breakdown outlines the various positions, billing rates for each position and the estimated hours and timeframes for each position during contract duration.

In addition to the aforementioned fee, a reasonable expense allowance shall be provided in the amount of Eleven Thousand, Nine Hundred dollars ($11,900). Allowable reimbursable expenses are indicated in Appendix 'II'. Reimbursable expenses will be billed to the Owner at direct cost. The CM will not exceed the reimbursable expenses allowance without prior written authorization.

The total cost to the Owner for the Basic Services described in this Agreement shall not exceed Five Hundred Ten Thousand, One Hundred and Fifty Two dollars ($510,152) (sum of maximum fee and expenses) without the written agreement of the Owner.

ARTICLE 4: DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

4.1 The duration of the CM's Basic Services under this Agreement shall be from the date of execution of this contract or the date of Notice to Proceed issued by the Owner to the CM, through November 30, 2018 unless the CM is authorized to provide services for the Public Works Building which would extend the duration through September 30, 2019.

4.2 Extensions to duration of the CM's basic services shall be dealt with as outlined in Article 5.

ARTICLE 5: CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

5.1 Owner Changes

5.1.1 The Owner, without invalidating this Agreement, may make changes in the CM's Basic Services specified in Article 3 of this Agreement. The CM shall promptly notify the Owner of changes that increase or decrease the CM's compensation or the duration of the CM's Basic Services or both.

5.1.2 Additional Compensation and Changes in Duration

The CM shall be entitled to receive additional compensation when the scope of Basic Services is increased or extended through no fault of the CM. If the scope or the duration of the CM's Basic Services is

extended, the CM shall be entitled to receive additional compensation. A written request for additional compensation shall be given by the CM to the Owner within thirty (30) days of the occurrence of the event giving rise to such request.

5.1.3 Changes in the CM's Basic Services

Changes in the CM's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the CM. The Amendment shall be executed by the Owner and CM prior to the CM performing the Services required by the Amendment. The CM shall proceed to perform the Services required by the Amendment only after receiving written notice directing the CM to proceed.

5.1.4 Payment of Additional Compensation

The CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

ARTICLE 6: OWNER'S RESPONSIBILITIES

6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.

6.2 The Owner shall examine information submitted by the CM and shall render decisions pertaining thereto promptly.

6.3 The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project.

6.4 The Owner shall furnish insurance for the Project as specified in Article 8.

6.5 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or the CM's services, or any nonconformity with the Contract Documents, the Owner shall give prompt written notice thereof to the CM.

6.6 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements, and budgetary restraints of the Project.

6.7 The Owner shall retain one or more Design Professionals whose services, duties, and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties, and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Contract Documents. The Owner shall, in its agreement with the Design Professional, require that the Design Professional perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the Owner and documented by the CM.

The Owner shall furnish a copy of the Owner-A/E Agreement and any amendments to the CM, that designate the contractual responsibilities of all parties.

6.8 Not Used.

6.9 At the request of the CM, sufficient copies of the Contract Documents shall be furnished to the CM to permit the timely performance of services, by the Owner at the Owner's expense.

6.10 The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.11 The primary means of communication with the Contractor(s) during construction will be coordinated by and through the CM. The Owner, at it's discretion, may communicate to the Contractor(s) directly, but will endeavor to include the CM in this communication.

6.12 The Owner shall endeavor to send to the CM and shall require the Design Professional to send to the CM, copies of all notices and communications sent to or received by the Owner or Design Professional relating to the Project. During the Construction Phase of the Project, the Owner shall require that the Contractors submit all notices and communication relating to the Project directly to the CM.

6.13 The Owner shall designate an officer, employee, or other authorized representatives to act in the Owner's behalf with respect to the Project. The Owner's representative for the Project is the City Manager or their designee. . This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

6.14 The Owner shall fulfill all their contract obligations in their contract with the A/Es and contractor(s), including making periodic progress payments after considering recommendations for such payments by the CM.

ARTICLE 7: COMPENSATION AND PAYMENT

7.1 Compensation for Basic Services

The Owner shall compensate the CM for performing the Basic Services described in Article 3, within timeframes established in Article 4 and as described in Exhibit A as follows:

7.1.1 A fee not to exceed Two Million, Twenty-Five Thousand, One Hundred and Fifteen dollars ($2,025,115). The fee breakdown is indicated in Exhibit "C" (Citizen's Tower and Police Department Staffing Plan). This breakdown outlines the various positions, billing rates for each position and the estimated hours and timeframes for each position during contract duration.

7.1.2 In addition to the aforementioned fee, a reasonable expense allowance shall be provided in the amount of Sixty Seven Thousand, Five Hundred and Fifty dollars ($67,550). Allowable reimbursable expenses are indicated in Appendix "B." Reimbursable expenses will be billed to the Owner at direct cost. The CM will not exceed the reimbursable expenses allowance without prior written authorization.

7.1.3 The total cost to the Owner for the Basic Services described in this Agreement shall not exceed Two Million, Ninety Two Thousand, Six Hundred and Sixty Five dollars ($2,092,665) (sum of maximum fee and expenses) without the written agreement of the Owner.

7.2 Payment

Payment to be made by the Owner to the CM for the cost of providing services will be based on monthly invoices which will set forth the hours actually worked during the billing period. The billing rates indicated in Appendix "A" will be applied against the actual hours for each position to arrive at the total fee for each month. Reimbursable expenses incurred during the billing period and during previous billing periods and not yet invoiced will be marked up per subparagraph 7.1.2 to arrive at the total reimbursable expenses.

7.2.1 The CM will submit an invoice monthly to the Owner for the fee and reimbursable expenses incurred for the billing period. The Owner shall make payment to the CM of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice.

7.2.2 Payments due to the CM that are unpaid for more than sixty (60) days from the date of the CM's invoice shall bear interest at the prevailing rate.

7.3 Accounting Records

Record of the CM's personnel expense, consultant fees and direct expenses pertaining to the Project shall be maintained on the basis of generally-accepted accounting practices and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times for a period from the date of this Agreement through two years after completion of the Construction Phase Basic Services.

7.4 Compensation for Additional Services

The CM shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Article 7 for Basic Services. There shall be an increase in the fee set out in Paragraph 7.1.1 in an amount which is mutually agreeable between the Owner and CM. There can be an increase in the reimbursable allowance set out in Paragraph 7.1.2, as appropriate and mutually agreed to by the Parties.

ARTICLE 8: INTENTIONALLY OMITTED

ARTICLE 9: INTENTIONALLY OMITTED

ARTICLE 10: INTENTIONALLY OMITTED

ARTICLE 11: ADDITIONAL PROVISIONS

11.1 Confidentiality

11.1.1 The CM shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

11.2 Limitations and Assignment

11.2.1 The Owner and the CM each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

11.2.2 Neither the Owner nor the CM shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CM may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

11.3 Governing Law

11.3.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Texas, where the Project is located.

11.4 Extent of Agreement

11.4.1 This Agreement represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

11.5 Severability

11.5.1 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

11.6 Meaning of Terms

11.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

11.7 Notices

11.7.1 All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

City of Lubbock
1625 13th Street Room 204
Lubbock, Texas 79401
Attn: Director of Facilities Management

To the CM:

Vanir Construction Management, Inc.
Attn: Joseph A. Mehula
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

With Copy to:
Gloria Barrera
Vanir Construction Management, Inc.
20333 S.H. 249, Suite 200
Houston, Texas 77070

APPENDIX "I"

Implementation Plan and Rate Schedule Follow

SCHEDULE OF RATES FOR PERSONNEL COSTS

Position	Cost per hr. from Sep 2015-May 2016	Cost per hr. from June 2016-May 2017		Cost per hr. from June 2017-May 2018	Cost per hr. from June 2018-May 2019
Project Executive	$200	$206	$212	$219	$225
Project Director	$188	$193	$199	$205	$211
Senior Const Manager	$180	$185	$191	$197	$203
Design Manager	$175	$180	$186	$191	$197
Project Engineer	$110	$113	$117	$120	$124
Move Coordinator	$100	$103	$106	$109	$113
Estimating Manager	$150	$155	$159	$164	$169
Constructability Review	$150	$155	$159	$164	$169
Furniture Fixture & Equipment Specialist	$95	$98	$101	$104	$107
Administrative Asst.	$85	$88	$90	$93	$96
Controls	$125	$129	$133	$137	$141

Implementation plans for Citizen's Tower, Police Department and Public Works Building follow this page.

APPENDIX "II"

ALLOWABLE REIMBURSABLE EXPENSES

The CM will be reimbursed for expenses related to Basic Services for Citizen's Tower and Police Department Buildings up to a maximum amount of Sixty Seven Thousand, Five Hundred and Fifty Dollars ($67,550). The items allowable for reimbursement are as follows:

1. Cost of printing and distributing monthly reports.

2. Cost of project related transportation, lodging and meals.

3. Cost of office supplies.

4. Cost of telephone hook-up and services.

5. Cost of computer (hardware and software), fax machine, copy machine and other furnishings and equipment for job site as approved by the Owner in advance.

6. Cost of postage, UPS, Federal Express, etc.

7. Cost of project signs.

8. Cost of other items as required, with prior approval from Owner.

Reimbursable expenses up to a maximum amount of Eleven Thousand, Nine Hundred Dollars ($11,900) related to the Public Works Building are allowable as noted above.

EXHIBIT "B"

Insurance Certificate

Exhibit B

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Edgewood Partners Insurance Center
P. O. Box 13847
License No. 0B29370
Sacramento CA 95853

CONTACT NAME: Jami Sanderford
PHONE (A/C, No, Ext): 916 576-1524 **FAX (A/C, No):** 916 583-7578
E-MAIL ADDRESS: Jami.Sanderford@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Surplus Insurance Co	10725
INSURER B : Travelers Prop Casualty Co of Ameri	25674
INSURER C : Lloyd's	15792
INSURER D : Liberty Ins Underwriters, Inc.	
INSURER E :	
INSURER F :	

INSURED VANIR-1
Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento CA 95834

COVERAGES **CERTIFICATE NUMBER:** 1921668735 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	100002193113	11/1/2015	11/1/2016	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA7A975298	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	[ ] UMBRELLA LIAB [X] OCCUR			100018366101	11/1/2015	11/1/2016	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB9329B949	11/1/2015	11/1/2016	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$1000000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1000000
							E.L. DISEASE - POLICY LIMIT	$1000000
C	Professional Liability Claims Made			BN301750J	11/1/2015	11/1/2016	Per Claim Aggregate Retention	$5,000,000 $5,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Renovation of the Citizen's Tower to house City Hall functions ,Renovation of the City Hall and Annex to serve Police Department functions New Public Works Building.
Additional Insured: City of Lubbock, its shareholders, officers, directors, employees, agents and affiliates.
When required by written contract, Additional Insured status with primary coverage applies to General Liability and Automobile Liability and Waiver of Subrogation applies to General Liability, Automobile Liability, and Workers' Compensation, all per the attached endorsements.

CERTIFICATE HOLDER

City of Lubbock
1625 13th St Room 204
Lubbock TX 79401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 4

Effective Date:	11/01/15
Policy Number:	100021931-13
Issued To:	Vanir Construction Management Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All locations of covered operations.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 3

Effective Date:	11/01/15
Policy Number:	100021931-13
Issued To:	Vanir Construction Management Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; Any other person or organization you are required to add as an additional insured under the contract or agreement described in the paragraph above.	All Locations and Description of Covered Operations

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 34

Effective Date:	11/01/15
Policy Number:	100021931-13
Issued To:	Vanir Construction Management Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

Liberty Surplus Insurance Corporation

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 38

Effective Date:	11/01/15
Policy Number:	100021931-13
Issued To:	Vanir Construction Management Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL EFFECTS**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This coverage form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) – 001

POLICY NUMBER: (YJUB-9329B94)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 5 .0 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/01/15 Policy No. UB9329B949 Endorsement No.
Insured: Vanir Construct Inc. Premium

Insurance Company : Travelers Property Casualty Countersigned by _____

DATE OF ISSUE: 11/01/15 **ST ASSIGN:**

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-001

POLICY NUMBER (PJ-UB-9329B94-9-14)

WAIVER OF OUR RIGHT

TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

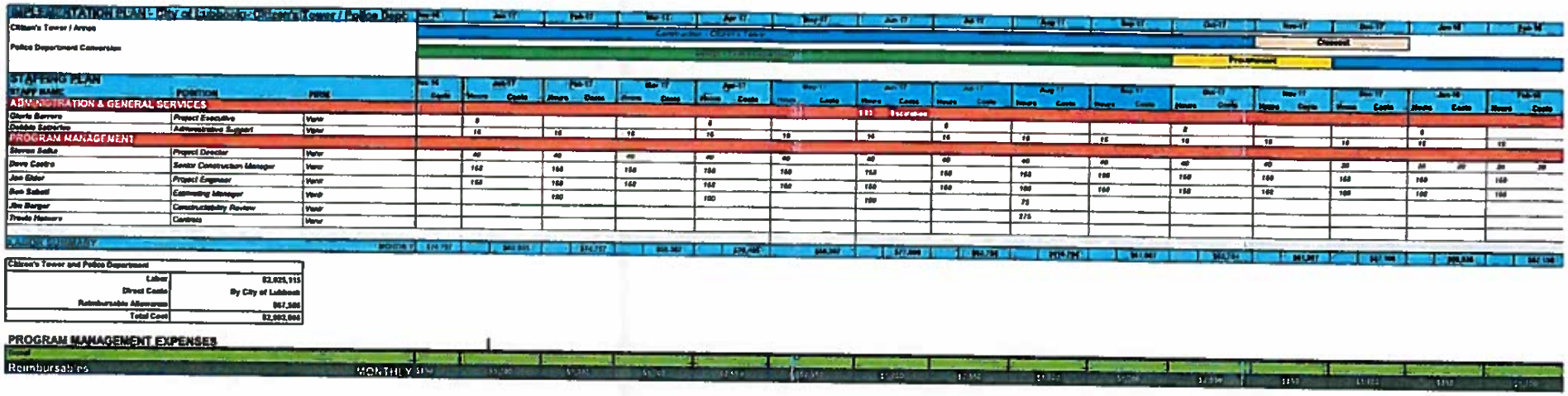
SCHEDULE

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

EXHIBIT "C"

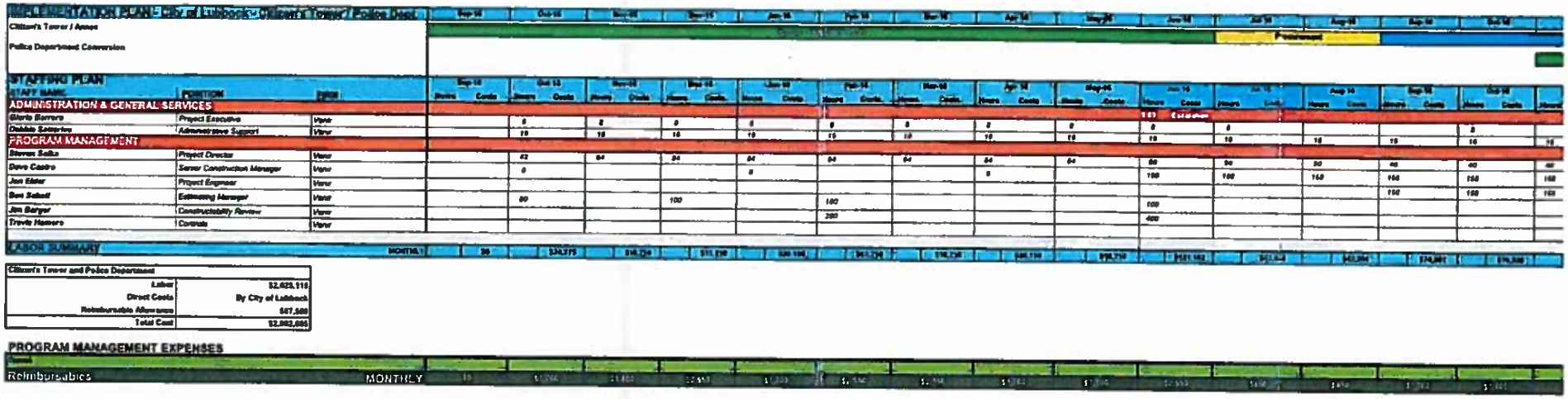
Staffing Plan – Citizen's Tower/Annex

Exhibit C



Citizen's Tower and Police Department	
Labor	$3,925,115
Direct Costs	By City of Lubbock
Reimbursable Allowance	$57,500
Total Cost	$3,982,615

Exhibit C



IMPLEMENTATION PLAN - City of Lubbock Citizen's Tower / Police Dept

Citizen's Tower / Annex

Police Department Conversion

STAFFING PLAN

STAFF NAME	POSITION	FIRM
ADMINISTRATION & GENERAL SERVICES		
Gloria Barrera	Project Executive	Vaca
Debbie Zamarripa	Administrative Support	Vaca
PROGRAM MANAGEMENT		
Steven Solis	Project Director	Vaca
Dave Castro	Senior Construction Manager	Vaca
Jon Elder	Project Engineer	Vaca
Ben Salsel	Estimating Manager	Vaca
Jim Berger	Constructability Review	Vaca
Travis Homers	Controls	Vaca

LABOR SUMMARY

Citizen's Tower and Police Department	
Labor	$2,023,110
Direct Costs	By City of Lubbock
Reimbursable Allowance	$47,500
Total Cost	$2,062,500

PROGRAM MANAGEMENT EXPENSES

Reimbursables MONTHLY

Vaca Citi

Exhibit C

Citizen's Tower and Police Department	
Labor	$2,025,115
Direct Costs	By City of Lubbock
Reimbursable Allowance	$67,950
Total Cost	$2,093,065

EXHIBIT "D"

Staffing Plan – Public Works Building

Exhibit D

PROGRAM SCHEDULE - City of Lubbock - Public Works

Public Works Building

	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-
				Design - Public Works Building				

STAFFING PLAN

STAFF NAME	POSITION	FIRM	Oct-17 Hours	Oct-17 Costs	Nov-17 Hours	Nov-17 Costs	Dec-17 Hours	Dec-17 Costs	Jan-18 Hours	Jan-18 Costs	Feb-18 Hours	Feb-18 Costs	Mar-18 Hours	Mar-18 Costs	Apr-18 Hours	Apr-18 Costs	May- Hours	May- C
ADMINISTRATION & GENERAL SERVICES																		
Gloria Barrera	Project Executive	Vanir	8						8						8			
Debbie Satterlee	Administrative Support	Vanir																
PROGRAM MANAGEMENT																		
Steven Solka	Project Director	Vanir	40		40		40		40		8		8		8		8	
Dave Castro	Senior Construction Manager	Vanir																
Stuart Buck	Design Manager	Vanir	0		0		0		0		0		0		0		0	
Jon Elder	Project Engineer	Vanir																
Ben Sabati	Estimating Manager	Vanir					40		0		40				50		0	
Jim Barger	Constructability Review	Vanir															250	
SUMMARY		MONTHLY		$9,854		$7,957		$14,322		$9,854		$7,957		$1,591		$11,246		$4
			48		40		80		48		48		8		66		258	
			$9,854		$17,811		$31,933		$41,787		$49,744		$51,135		$62,381		$193,7	
			Oct-17		Nov-17		Dec-17		Jan-18		Feb-18		Mar-18		Apr-18		May-1	

	Basic Services
Labor	$498,252
Reimbursables	$11,900
Totals	$510,152

REIMBURSABLES									
	$0	$0	$0	$0	$0	$0	$0	$0	$0
	$0	$0	$0	$0	$0	$0	$0	$0	$0

PROGRAM SCHEDULE - City of Lubbock - Public Works	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Public Works Building			Procurement					

STAFFING PLAN			Jun-18	Jul-18		Aug-18		Sep-18		Oct-18		Nov-18		Dec-18		Jan-19	
STAFF NAME	POSITION	FIRM	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
ADMINISTRATION & GENERAL SERVICES			Escalation														
Gloria Barrera	Project Executive	Vanir		8						8						8	
Debbie Satterlee	Administrative Support	Vanir												16		16	
PROGRAM MANAGEMENT																	
Steven Solka	Project Director	Vanir		8		8		8		8		8		8		8	
Dave Castro	Senior Construction Manager	Vanir												168		168	
Stuart Buck	Design Manager	Vanir		0		0		0		0		0		0		0	
Jon Elder	Project Engineer	Vanir															
Ben Sabati	Estimating Manager	Vanir															
Jim Barger	Constructability Review	Vanir															
SUMMARY		MONTHLY	$11,474		$3,387		$1,639		$1,639		$3,387		$1,639		$36,189		$37,918
				16		8		8		16		8		192		200	
			$115,230	$118,617		$120,256		$121,895		$125,283		$126,922		$163,091		$201,009	
			Jun-18	Jul-18		Aug-18		Sep-18		Oct-18		Nov-18		Dec-18		Jan-19	

	Basic Services
Labor	$498,252
Reimbursables	$11,900
Totals	$510,152

REIMBURSABLES			$0	$0	$0	$0	$0	$0	$1,700	$1,700
			$0	$0	$0	$0	$0	$0	$1,700	$3,400

PROGRAM SCHEDULE - City of Lubbock - Public Works

Public Works Building

Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | Jul-19 | Aug-19

Construction - Public Works Building | Closeout

STAFFING PLAN

STAFF NAME	POSITION	FIRM	Feb-19 Costs	Mar-19 Hours	Mar-19 Costs	Apr-19 Hours	Apr-19 Costs	May-19 Hours	May-19 Costs	Jun-19 Hours	Jun-19 Costs	Jul-19 Hours	Jul-19 Costs	Aug-19 Hours	Aug-19 Costs	Hours
ADMINISTRATION & GENERAL SERVICES										1.03	Escalation					
Gloria Barrera	Project Executive	Vanir				8						8				
Debbie Satterlee	Administrative Support	Vanir		16		16		16		16		16		16		16
PROGRAM MANAGEMENT																
Steven Solka	Project Director	Vanir		8		8		8		8		8		8		8
Dave Castro	Senior Construction Manager	Vanir		168		168		168		168		168		168		168
Stuart Buck	Design Manager	Vanir		0												
Jon Elder	Project Engineer	Vanir														
Ben Sabati	Estimating Manager	Vanir														
Jim Barger	Constructability Review	Vanir														

SUMMARY

	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	
MONTHLY	$36,169	$36,169	$37,918	$36,169	$37,254	$39,055	$37,254	
		192	200	192	192	201	192	192
	$237,179	$273,347	$311,265	$347,434	$384,688	$423,744	$460,998	
	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	

	Basic Services
Labor	$498,252
Reimburseables	$11,900
Totals	$510,152

REIMBURSABLES

Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
$850	$1,700	$850	$1,700	$850	$1,700	$850
$4,250	$5,950	$6,800	$8,500	$9,350	$11,050	$11,900

PROGRAM SCHEDULE - City of Lubbock - Public Works			TOTALS		
Public Works Building					
STAFFING PLAN			TOTALS		
STAFF NAME	**POSITION**	**FIRM**	**Hours**	**Costs**	**CHECK**
ADMINISTRATION & GENERAL SERVICES					
Gloria Barrera	*Project Executive*	*Vanir*	*64*		
Debbie Satterlee	*Administrative Support*	*Vanir*	*160*		
PROGRAM MANAGEMENT					
Steven Solka	*Project Director*	*Vanir*	*320*		
Dave Castro	*Senior Construction Manager*	*Vanir*	*1,880*		
Stuart Buck	*Design Manager*	*Vanir*	*0*		
Jon Elder	*Project Engineer*	*Vanir*	*0*		
Ben Sabati	*Estimating Manager*	*Vanir*	*190*		
Jim Barger	*Constructability Review*	*Vanir*	*250*		
SUMMARY		MONTHLY		$498,252	$498,252
			2,864		2,864
			HOURS	COSTS	
			TOTAL		

	Basic Services
Labor	$498,252
Reimburseables	$11,900
Totals	$510,152

REIMBURSABLES			$11,900	$11,900

City of Lubbock, TX
Capital Project
Project Cost Detail
January 14, 2016

Capital Project Number	92369
Capital Project Name	Municipal Facilities Replacement/Renovations

		Budget
Encumbered/Expended		
Amco Electric -Safety/Security Lighting/Misc electrical	$	80,341
West Texas Title		427,910
ESA Contract# 12227		252,430
Apraisal Fees		3,750
COL Fees		4,053
Perkin + Will Contract 12065		4,960,732
AMX Contract 12354		974,227
Bigge Crane & Rigging Contract 12373		209,500
West Texas Abatement elevator prep work per floor		12,300
Tiernert - Elevator prep work		6,093
Fence		1,350
Agenda Item January 14, 2016		
VANIR Construction Management Inc. Contract #12326		2,092,665
Encumbered/Expended To Date		9,025,351
Estimated Costs for Remaining Appropriation		
Construction/Furnishings/Equipment		53,974,649
Remaining Appropriation		53,974,649
Total Appropriation	$	63,000,000

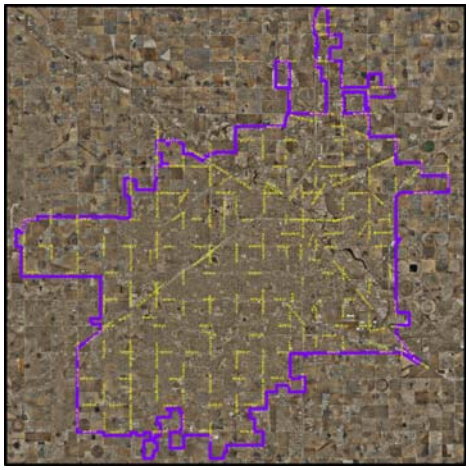
Project Name **Municipal Facilities Replacements/Renovations** *Project Number* **92369**

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

The project includes land or building acquisition; construction of new facilities; and renovations and/or upgrades to existing facilities including the property located at 1206 14th Street, City Hall, and other buildings as funding allows. The project also includes all costs related to design and engineering and professional services as related to acquisition, remodeling, construction, or renovations and upgrades.

Project Justification

The project will replace the current City Hall with a renovated facility in the former Omni Building that will provide enough space to allow the City to locate most departments within one facility.

The project will also renovate the current City Hall into a new Police facility that will replace the facility at Municipal Square.

The following is a brief summary of the concerns and findings of the 2014 Citizens Advisory Committee related to the existing police facility:

- Safety – Stress cracks in offices, concerns of structure support in basement, areas of facility are unfit for use, exposure to asbestos, cracked or broken tiles that are too many to count, holes in walls, restrooms with rancid odor, backed up sewage in the basement, break rooms with no running water for personal hygiene, and spacing concerns that place support staff within arm's reach of criminals being walked through facility.
- Privacy – Property crimes areas have cubicles for work spaces where victims, witnesses and suspects are interviewed and deprive people of their expectation of privacy as they share information with detectives.
- Recruitment – The current police station not only sends a negative message about the value we place on public safety, but in effect, is detrimental to allowing us to attract and retain our current police staff.
- Supervision – Sections of the department's personnel are completely disjointed and inaccessible to others in their department and there is a concern among the committee that the housing should be more logical in nature.
- Recommendation - The Citizen's Advisory Committee report gave the recommendation to replace the substandard facility with a modern facility that will better serve the needs of our police as well as our community.

Project History

$10.2 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$52.8 million was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Land Acquisition	5,000,000	0	0	0	0	0	0	5,000,000
Construction	0	52,800,000	0	0	0	0	0	52,800,000
Design and Engineering	5,200,000	0	0	0	0	0	0	5,200,000
Total Project Appropriation	10,200,000	52,800,000	0	0	0	0	0	63,000,000

Regular City Council Meeting **5. 12.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 364185 with Dell Marketing LP, for the purchase of equipment to upgrade the storage area network and enclosures for the Data Center.

Item Summary

The purchase of the Storage Area Network SAN and SAN Licenses is made on contract DIR-SDD-1951. This purchase will replace the 10 and 5 year old SAN's purchased for Lubbock Police Department (LPD). This purchase will also provide additional storage capacity to support the LPD in car and body camera video project. This new SAN purchase will replace 348 Terra Bytes of storage with 540 Terra Bytes. The cost will be covered with IT Master Lease, IT hardware maintenance that was budgeted for the equipment being replaced and by a LPD grant specifically for their video project.

This purchase will enhance storage performance, reliability and is expandable with the Compellent FS8600 and enclosures. The purchase will extend the life of the LPD storage investments with flexible non-disruptive storage options, enhance performance with new faster storage technology and ensure continued high availability with vendor supported hardware and software.

The purchase is being made through the City of Lubbock Master Lease program - Storage Area Network, Byrne Memorial JAG, and IT Equipment Maintenance budgeted funds.

The purchase of the Data Center hardware for the SAN upgrade is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of $373,259 for the equipment to purchase the SAN and SAN Licenses are being made through the City of Lubbock Master Lease program, Byrne Memorial Justice Assistance Grants, and IT Equipment Maintenance budgeted funds.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Dell Marketing

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 for the State of Texas Department of Information Resources, Purchase Order No. 364185, in the amount of $373,258.07, for a Storage Area Network, licenses, and related peripheral equipment, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, and related documents, pursuant to State of Texas Department of Information Resources Contract No. DIR-SDD-1951. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/31/2015
Order Number 364185 000 OP
Branch/Plant 86074

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O DAVID MCGAUGHEY
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/31/2015 Freight
Requested 01/31/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 46831 DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Group1 Compellent SC8000 1st	1.000	39,708.5000	EA	39,708.50	01/31/2016
#225-3476 split cost of Grp1					
Group1 Compellent SC8000 1st	1.000	23,269.7600	EA	23,269.76	01/31/2016
#225-3476 split cost of Grp1					
Group2 Compellent SC8000 2nd	1.000	11,625.0600	EA	11,625.06	01/31/2016
#225-3477					
Group3 Compellent SC220 Enclo	1.000	71,518.0600	EA	71,518.06	01/31/2016
1st #225-3870					
Group4 Compellent SC280 Enclo	1.000	79,639.6600	EA	79,639.66	01/31/2016
Addon #210-AAYC					
Group5 Compellent SC280 Enclo	1.000	142,502.0300	EA	142,502.03	01/31/2016
1st #210-AAYB					
Accessories-Adm & Mgmt Traing	1.000	4,995.0000	EA	4,995.00	01/31/2016
#973-7428					

Total Order

Terms NET 30

373,258.07

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 12/31/2015
Order Number 364185 000 OP
Branch/Plant 86074

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O DAVID MCGAUGHEY
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 12/31/2015 Freight
Requested 01/31/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 46831 DIR-SDD-1951

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $1,000,000
City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.	

This purchase order encumbers funds in the amount of $373,258.07 awarded Dell Marketing LP of Round Rock, TX on January 28, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 dated December 18, 2015 Dell Marketing LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

QUOTATION

Quote #:	**722548192**
Customer #:	**1784159**
Contract #:	**42AFU**
CustomerAgreement #:	**DIR-SDD-1951**
Quote Date:	**01/08/2016**
Date: 1/8/2016	**Customer Name:** **CITY OF LUBBOCK**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	FINANCIAL SERVICES	**PHONE:**	1800 - 2743355
Email Address:	Kevin_Prifogle@DELL.com	**Phone Ext:**	12345

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $62,978.26 GROUP TOTAL: $62,978.26

Description	Quantity
Compellent SC8000 Controller (1st controller, new array) (225-3476)	1
US or Canada Shipment (331-8408)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (933-5296)	1
Dell Hardware Limited Warranty Extended Year(s) (934-2065)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (972-5175)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (972-5176)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (972-5183)	1
Installation and Implementation of a Dell Storage SC Series SAN Environment, up to 8 hosts (931-0987)	1
Thank you for choosing Dell (987-2559)	1
Software Support, 7X24, Storage Center Software Expansion Bundle License, 3 Year (972-5213)	10
Software Support,7X24, Data Progression Exp License, 3 Year (972-9728)	10
512MB Cache NVRAM Card (430-4772)	1
64GB Memory (319-0597)	1
IO card, 16Gb FC, 2 port, PCI-E, low-profile (430-4952)	2
1M, LC-LC,Multi Mode Cable (331-8002)	4
IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable) (430-4782)	1
Storage Center Software Bundle, Base License (421-8529)	1
C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m), Power Cord, Qty2 (331-7992)	1
Virtual Ports Base License (421-8617)	1
Data Progression Base License (421-8551)	1
Storage Center Software Bundle, Expansion License (421-8531)	10

Data Progression Expansion License (421-8618)	10
Software Support, 7X24, Storage Center Software Base Bundle License, 3 Year (972-5206)	1
Software Support,7X24, Data Progression Base License, 3 Year (972-9752)	1
(*)	1

GROUP: 2 QUANTITY: 1 SYSTEM PRICE: $11,625.06 GROUP TOTAL: $11,625.06

Description	Quantity
Compellent SC8000 Controller (2nd controller) (225-3477)	1
US or Canada Shipment (331-8408)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (933-5296)	1
Dell Hardware Limited Warranty Extended Year(s) (934-2065)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (972-5175)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (972-5176)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (972-5183)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1
512MB Cache NVRAM Card (430-4772)	1
64GB Memory (319-0597)	1
IO card, 16Gb FC, 2 port, PCI-E, low-profile (430-4952)	2
1M, LC-LC,Multi Mode Cable (331-8002)	4
IO card, 6Gb SAS, 4-port, PCI-E, low-profile (4X2M mini-SAS HD to mini-SAS cable) (430-4782)	1
Storage Center Software Bundle, Base License Not Required (421-8530)	1
C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m), Power Cord, Qty2 (331-7992)	1
(*)	1

GROUP: 3 QUANTITY: 1 SYSTEM PRICE: $71,518.06 GROUP TOTAL: $71,518.06

Description	Quantity
Compellent SC220 Enclosure (1st enclosure of new array) (225-3870)	1
US / Canada Shipment - SC220 (331-9138)	1
ReadyRails II Static Rails for 4-post Racks (770-BBCM)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Hardware Limited Warranty Initial Year (968-0726)	1
Dell Hardware Limited Warranty Extended Year(s) (968-0727)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (972-5224)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (972-5225)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (972-5232)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1

SC220, 1.92TB SAS 12Gb, Mainstream RI SSD, 2.5 (400-AJDX)	18
SC220, 2.5 SAS, Drive Filler, Blank (342-5196)	6
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (331-9144)	1
C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m), Power Cord, Qty2 (331-7992)	1
(*)	1

GROUP: 4 QUANTITY: 1 SYSTEM PRICE: $79,639.66 GROUP TOTAL: $79,639.66

Description	Quantity
Compellent SC280 Enclosure (add-on enclosure) (210-AAYC)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (954-8084)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (954-8087)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (954-8114)	1
Dell Hardware Limited Warranty Extended Year(s) (954-8128)	1
Dell Hardware Limited Warranty Initial Year (954-8131)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1
US / Canada Shipment - SC280 (340-ACYO)	1
SC280, 6TB SAS 12Gb, 7.2K, 3.5 HDD (42-pack) (400-AGDD)	1
C19 to C20, PDU Style, 16 AMP, Power Cord, Qty 2 (450-AAVW)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1
(*)	1

GROUP: 5 QUANTITY: 1 SYSTEM PRICE: $142,502.03 GROUP TOTAL: $142,502.03

Description	Quantity
Compellent SC280 Enclosure (1st enclosure of new array) (210-AAYB)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866 (931-7307)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Extended (954-8084)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (954-8087)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (954-8114)	1
Dell Hardware Limited Warranty Extended Year(s) (954-8128)	1
Dell Hardware Limited Warranty Initial Year (954-8131)	1
HARDWARE INSTALL INCLUDED IN SAN/DAS IMP/INST BUNDLE (984-4327)	1
US / Canada Shipment - SC280 (340-ACYO)	1
SC280, 6TB SAS 12Gb, 7.2K, 3.5 HDD (84-pack) (400-AGFD)	1
C19 to C20, PDU Style, 16 AMP, Power Cord, Qty 2 (450-AAVW)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1

(*) 1

SOFTWARE & ACCESSORIES **GROUP TOTAL: $4,995.00**

Product	Quantity	Unit Price	Total
Dell Education Services - Dell SC Storage Center Administration and Management 4day Training iLT - PRICEPERUSE (973-7428)	1	$4,995.00	$4,995.00

COMMENT

DLA103999
DLA103999
DLA103999
DLA103999
DLA103999

***Total Purchase Price:**	**$373,258.07**
Product Subtotal:	$373,258.07
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End

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

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock Data Use Agreement 12713 between the City of Lubbock and the Texas Department State of Health Services (DSHS).

Item Summary

The DSHS incorporated a "Data Use Agreement" (DUA) into all state fiscal year 2016 contracts that provides for use of confidential state data and related security protocols. The City of Lubbock objected to some provisions of the agreement. In order to move forward with the contract process the DUA reference was removed and the contracts were executed-as-amended and returned to DSHS. This initiated a negotiation process and a revised DUA has been developed.

The revision includes language to limit the scope of the DUA to only confidential information that the City handles in performing services provided under the contracts. The revision also removes the indemnification clause. The DUA is in connection with the following local service agreements previously entered into between the City of Lubbock and the State of Texas: No. 2016-004025-00 for Public Health Emergency Preparedness, No. 2016-003831-00 – IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities, No. 2016-001290-00 – IMM/LOCALS Immunization Branch-Locals, No. 2016-001286-00 – RLSS/LPHS RLSS/Local Public Health System-PnP, and No. 537-16-0020-00001 – Texas Electronic Registration Remote System (TER Remote System).

Staff recommend that the amended data use agreement be signed in order to finalize the contract process with DSHS.

Fiscal Impact

If the DUA is not signed the City risks losing Health Department funding of up to $575,000 and up to $300,000 in Vital Statistics revenue.

Staff/Board Recommending

Scott Snider, Assistant City Manger
Rebecca Garza, City Secretary

Attachments

Resolution

Agreement - Texas Health & Human Services

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 **Data Usage Agreement (DUA)** with the State of Texas' Department of State Health Services (DSHS), providing for use of confidential state data and related security protocols, in connection with the following local service agreements previously entered into between the City of Lubbock and the State of Texas:

No. 2016-004025-00 – Public Health Emergency Preparedness;

No. 2016-003831-00 – IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities;

No. 2016-001290-00 – IMM/LOCALS Immunization Branch-Locals;

No. 2016-001286-00 – RLSS/LPHS RLSS/Local Public Health System-PnP; and

No. 537-16-0020-00001 – Texas Electronic Registration Remote System (TER Remote System)

The Data Usage 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 _____ 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells, MPH
Director of Public Health
(With regard to Contracts
2016-004025-00; 2016-003831-00;
2016-001290-00; and 2016-001286-00)

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary
(With regard to Contract
537-16-0020-00001)

APPROVED AS TO FORM:

John C. Grace,
Assistant City Attorney

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DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
CITY OF LUBBOCK ("CONTRACTOR")

This Data Use Agreement ("DUA"), effective as of the Base Contract ("Effective Date"), is entered into by and between the Texas Health and Human Services Enterprise agency DEPARTMENT OF STATE HEALTH SERVICES ("HHS") and CITY OF LUBBOCK ("CONTRACTOR"), and incorporated into the terms of the following Base Contracts, in Travis County, Texas:

2016-004025-00 – Public Health Emergency Preparedness

2016-003831-00 – IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

2016-001290-00 – IMM/LOCALS Immunization Branch-Locals

2016-001286-00 – RLSS/LPHS RLSS/Local Public Health System-PnP

537-16-0020-00001 – Texas Electronic Registration Remote System (TER Remote System)

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. 45 CFR 164.504(e)(1)-(3) This DUA also describes HHS's remedies in the event of CONTRACTOR's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls. This DUA is intended to apply only to Confidential Information that CONTRACTOR handles in performing services provided under the Base Contract.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 ***Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy,

security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. ***45 CFR 164.504(e)(2).***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available*: **For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims

monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein . If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

This section has intentionally been deleted.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurancewith policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims. .

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 ***Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, HHS and CONTRACTOR have each caused this DUA to be signed and delivered by its duly authorized representative:

TEXAS HEALTH AND HUMAN SERVICES

BY: _____
NAME: _____

TITLE: _____

DATE: _____, 20____.

CONTRACTOR

By: _____
Glen C. Robertson, Mayor

ATTEST:

By: _____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

By: Katherine Wells
Katherine Wells, MPH
Director of Public Health
(With regard to Base Contracts 2016-004025-00; 2016-003831-00;

2016-001290-00; and 2016-001286-00)

APPROVED AS TO CONTENT:

By: _____
Rebecca Garza, City Secretary
(With regard to Base Contract 537-16-0020-00001.)

APPROVED AS TO FORM:

By: _____
John C. Grace,
Assistant City Attorney

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER 2014-044190-001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR		**SUBCONTRACTOR**	
BY:	_____	**BY:**	_____
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
DATE	_____, 201 . __	**DATE:**	_____

Regular City Council Meeting **5. 14.**

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 1st Reading – Environmental Health: Consider an ordinance amending Article 8.16 of the Code of Ordinances for the adoption of the Texas Food Establishment Rules, permitting food establishments and the certification of food managers.

Item Summary

Article 8.16 Food and Food Establishments

Update currently adopted 2006 Texas Food Establishment Rules, to 2015 Texas Food Establishment Rules (TFER).
• As per FDA, eliminate the term (PHF) Potentially Hazardous Food and include the term Time/Temperature Control for Safety (TCS).
• Transition from Non-Critical Violations to Core Item Violation as per FDA.
• Transition to Priority and Priority Foundation Items as per FDA.
• Update Definitions section required by State statutes.
• Revised section on Ill Employee Exclusions and Restrictions Policy.
• Revised section on requirements for Clostridium botulinum and Listeria monocytogenes control in accordance with the 2013 FDA Model Food Code.
• Hazard Analysis Critical Critical Control Point (HACCP) written plans will no longer be required for "Cook Chill" 48 hour Reduced Oxygen Packaging (ROP).
• New provisions allowing automatic hand washing facilities.
• New provisions allowing pressurized air hand drying devices.
• New language requiring toilets, urinals, and handwash sinks be cleaned as often as necessary to keep them clean.
• Ozone now approved as an antimicrobial agent.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Environmental Health

ORDINANCE NO._____

AN ORDINANCE AMENDING ARTICLE 8.16 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ADOPTION OF FOOD ESTABLISHMENT RULES; PERMITTING OF FOOD ESTABLISHMENTS; CERTIFICATION OF FOOD MANAGERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to make the following amendments to Article 8.16 of the Code of Ordinances with regard to the adoption of the food establishment rules, the permitting of food establishments and the certification of food managers; NOW THEREFORE:

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

SECTION 1. THAT Article 8.16 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 8.16 FOOD AND FOOD ESTABLISHMENTS

Division 1. Generally

Sec. 8.16.001 Definitions

For the purposes of this article:

City health officer shall mean the City of Lubbock Environmental Health Officer or designated representative.

Food establishment.

(1) Those commercial establishments defined as "food processing plant" or "food establishment" by the Texas Food Establishment Rules adopted by the department of state health services, and such definitions shall not be deemed to include kitchens in private homes preparing non time/temperature control for safety (TCS) food items for sale as fundraising items by charitable and nonprofit organizations on a temporary basis, nor shall such terms include the site at which such sales for charitable purposes take place.

(2) A food establishment shall not include, and no permit shall be required under this article for, the preparation of food of any kind in a kitchen in a private home for a noncommercial purpose, including but not limited to: potluck suppers, picnics, tailgating, office parties, school functions or other similar private events.

(3) Further, operation of a lemonade stand by a child on a temporary basis shall be allowed without a permit and neither the lemonade stand nor the kitchen in a private home in which the lemonade is prepared shall be considered a food establishment.

(4) To the extent of any conflict in the definition of a food establishment as set forth above and the Texas Food Establishment Rules, the definition as set forth in this section shall prevail.

Tight-fitting shall mean close fitting.

Sec. 8.16.002 Penalties

Any person who shall violate any of the provisions of this article shall be guilty of a misdemeanor punishable in accordance with section 1.01.004 of the City of Lubbock Code of Ordinances and, in addition thereto, such person may be enjoined from continuing such violation.

Sec. 8.16.003 Adoption of food establishment rules

The "Texas Food Establishment Rules" adopted by the Texas Department of State Health Services on October 11, 2015, as amended, are hereby incorporated into this article by reference, and food sanitation within the city shall be enforced and regulated in accordance with said rules. A copy of said rules shall be filed with the City Secretary and a copy maintained in the office of environmental health, which said copies shall be available for public inspection during the business hours of the offices in which they are maintained.

Sec. 8.16.004 Milk and milk products which may be sold

Section 9 of the Texas specifications and requirements, authorized by the Texas milk grading and pasteurization law, shall read as follows:

> Only Grade A pasteurized milk and milk products shall be sold to the final consumer or to restaurants, soda fountains, grocery stores or similar establishments. Provided that in an emergency, the sale of pasteurized milk and milk products which have not been graded, or the grade of which is unknown, may be authorized by the city health officer; in which case, such milk and milk products shall be labeled "ungraded."

Sec. 8.16.005 Adoption of manufacturing practice and warehouse practice food rules

The "Texas Current Good Manufacturing Practice and Good Warehousing Practice in Manufacturing, Packing, or Holding Human Food Rules" adopted by the Texas Department of Health on August 15, 1999, as amended, are hereby incorporated into this article by reference and food sanitation, as it relates to the

manufacturing and warehousing of food, within the city shall be enforced and regulated in accordance with said rules. A copy of said rules shall be filed with the City Secretary and a copy maintained in the office of environmental health, which said copies shall be available for public inspection during the business hours of the offices in which they are maintained.

Sec. 8.16.006 Kitchens in private homes; feeding the public

(a) Notwithstanding any provision to the contrary in this article, an individual in a kitchen in a private home may prepare food that is time/temperature controlled for safety to serve or distribute to the public without charge or remuneration in exchange for the food, in conformance with this section. The requirements of this section do not apply to the serving or distribution of non-potentially hazardous food.

(b) An individual serving or distributing food to the public pursuant to subsection (a) shall:

(1) Transport the food to the feeding site in a clean conveyance and serve or distribute the food within four (4) hours after preparation;

(2) Store the food at a temperature of:

(A) 41° F (5° C) or below; or

(B) 135° F (57° C) or above;

(3) Provide, at the feeding site, hand sanitizer and gloves for persons preparing or serving the food for hand sanitation purposes while food is being prepared or served at the feeding site, or is otherwise in compliance with title 25 Texas Administrative Code, section 228.147(a)(3); and

(4) Leave the feeding site in a clean, waste-free condition.

(c) The feeding site shall be subject to inspection at any time by the city health officer to ensure compliance with this section. The city health officer shall not inspect the individual's private kitchen.

(d) In addition to the requirements of this section, the regulations for Temporary Food Establishments adopted by the Texas Department of State Health Services set forth in title 25 Texas Administrative Code, section 228.222(a) – (k), 228.249 (c)(1)(2), and 228.253 (b)(4) shall be adhered to by the individual.

(e) At the feeding site, during the entire time food is served or distributed, the individual shall display a sign, in a clearly visible location, that in 72-point font reads as follows:

NOTICE

THIS FOOD WAS PREPARED IN A KITCHEN
THAT IS NOT INSPECTED BY ANY
HEALTH INSPECTOR OR HEALTH AGENCY

Secs. 8.16.007–8.16.030 Reserved

Division 2. Permit

Sec. 8.16.031 Required; transfer; posting; temporary establishments

(a) It shall be unlawful for any person to operate a food establishment within the city or its police jurisdiction who does not possess a valid permit issued to him by the city environmental health department. Only a person who complies with the provisions of this article shall be entitled to receive and retain such a permit.

(b) Permits shall not be transferable from one person to another person or place.

(c) A valid permit shall be posted in a conspicuous place in every food establishment.

(d) Permits for temporary food service establishments shall be issued for a period of time not to exceed fourteen (14) days.

Sec. 8.16.032 Plan review; application

(a) Prior to submission of an application for permit, a person shall obtain a plan review of the location of the food establishment, which said plan review shall be conducted by the city environmental health department. Said plan review fee shall be one hundred fifty dollars ($150.00).

(b) Any person desiring to operate a food establishment shall make written application for a permit on forms provided by the city environmental health department. Such application shall include:

(1) The applicant's full name, office address and telephone number, including the address and telephone number of the home office, if any, and whether such applicant is an individual, firm or corporation and, if a partnership, the names, addresses and telephone numbers of the partners;

(2) The location and type of food establishment;

(3) The signature of the applicant or applicants; and

(4) If the application is for a temporary food service establishment, it also shall include the inclusive dates of the proposed operation.

(5) If the application is for a food processing establishment, it shall also state whether such establishment is subject to a daily inspection schedule by federal or state authorities.

Sec. 8.16.033 Inspection

Upon receipt of an application for a permit under this article, the city environmental health department shall make an inspection of the food establishment to determine compliance with the provisions hereof and assess the food base risk factor for the food establishment. The food base risk factor shall be assessed by means of the criteria established in the "Food Establishment Risk Assessment Tool" adopted by the City Council, as amended. A copy of said assessment tool shall be filed with the City Secretary and a copy maintained in the office of environmental health, which said copies shall be available for public inspection during the business hours of the offices in which they are maintained. The city health officer may make such inspections thereafter as he shall deem necessary to ensure compliance with this article.

Sec. 8.16.034 Issuance; fee

When inspection reveals that the applicable requirements of this article have been met and a food base risk factor has been assigned to the food establishment, a permit shall be issued to the applicant by the city environmental health department. The annual permit fee to be paid by each applicant shall be as follows:

(1) Food service permit, and child care food service permit:

Base Risk Factor	Risk Category	Permit Fee
0–15	1	$125.00
16–30	2	$200.00
31–50	3	$300.00
over 51	4	$400.00

(2) Food processing permit:

Square footage 0–1,000: $135.00;

Square footage 1,001–5,000: $160.00;

Square footage 5,001–10,000: $180.00; and

Square footage over 10,000: $200.00.

(3) Temporary food service permit:

For first two (2) days: $60.00; and

For each day after first two (2) days, a day: $15.00.

(4) Reinspection fee: $90.00.

(5) Charitable and nonprofit organizations that do not charge fees for the sale of food or food-related services shall be exempt from permit fees.

Sec. 8.16.035 Suspension

(a) Violations generally. Permits under this article may be suspended by the city health officer for failure to comply with the requirements hereof.

(b) Noncompliance with notice. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of this article, the permit holder or operator shall be notified in writing that the permit is, upon service of the notice, immediately suspended, and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the City Manager by the permit holder within ten (10) days.

(c) Conduct of hearing. The hearings provided for in this article shall be conducted by the permit and license appeal board and shall be conducted in accordance with the provisions of article 2.03, division 3, section 2.03.071 et seq., of this code.

Sec. 8.16.036 Reinstatement after revocation

Any person whose permit under this article has been suspended may, at any time, make application for a reinspection for the purpose of reinstatement of the permit. Within forty-eight (48) hours following receipt of a written request, including a statement signed by the applicant that in his opinion the conditions causing suspension of the permit have been corrected, the city health officer shall make a reinspection. If the applicant is in compliance with the requirements of this article, the permit shall be reinstated.

Secs. 8.16.037–8.16.060 Reserved

Division 3. Food Manager Certification*

Sec. 8.16.061 Food Manager Certification

All persons operating a food establishment shall comply with the provisions of title 25 Texas Administrative Code, section 228.33.

Sec. 8.16.062 Department examination related to late fees

Department examinations will not be provided to any licensee that is over thirty (30) days delinquent in renewing a license.

Sec. 8.16.063 Department audits

Audits of certified food manager licensees shall be conducted to assess compliance with these rules. Audits may be based on analysis of data compiled by the department.

Sec. 8.16.064 Denial, suspension and revocation of certified food manager license

A certified food manager license may be denied, suspended or revoked for the following reasons:

(1) A licensee, examination administrator, or proctor breaches the security agreement;

(2) A licensee is delinquent in payment of fees as described in this division; or

(3) Violation of the provisions of this division.

Sec. 8.16.065 Denial, suspension and revocation procedures

Denial, suspension and revocation procedures under this division shall be conducted in accordance with section 8.16.035(b) and (c) of this article.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor with a fine not to exceed Two thousand dollars ($2,000), punishable as provided by Sec. 1-4 of the Code of Ordinances of the City of Lubbock.

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

SECTION 4. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

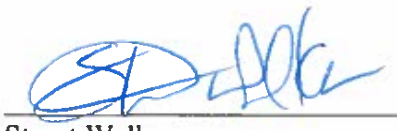
Passed by the City Council on second reading this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

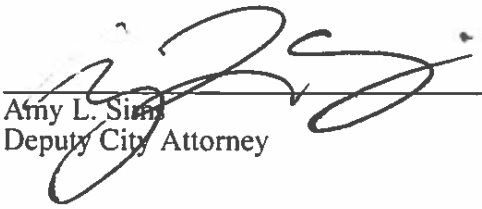
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Stuart Walker
Code Administration Director

APPROVED AS TO FORM:



Amy L. Sims
Deputy City Attorney

Regular City Council Meeting **5. 15.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) for a Violent Offender Task Force (VOTF) by and between the City of Lubbock and the United States Marshals Office.

Item Summary

The purpose of this MOU is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, State and Federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF. Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses.

The VOTF will consist of law enforcement and administrative personnel from Federal, State, and local law enforcement agencies.

Fiscal Impact

None.

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution - Violent Offender Task Force

Agreement - Violent Offender Task Force

RESOLUTION

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

THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock and the Lubbock Police Department, a United States Marshals Service Violent Offender Task Force Memorandum of Understanding, 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 City Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.USMS_MOU.2015.doc

United States Marshals Service
Violent Offender Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the
City of Lubbock, Texas on behalf of its Police Department
and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also)* "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also)* Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also)* 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:
The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the VOTF (Violent Offender Task Force). Cases will be adopted by the VOTF at the discretion of the District Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the VOTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the VOTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:
The VOTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the District Chief Deputy prior to assignment to the VOTF. Agency personnel may be removed at any time at the discretion of the District Chief Deputy.

Direction and coordination of the VOTF shall be the responsibility of the USMS District Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS district personnel, may be established at the discretion of the District Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the VOTF.

PERSONNEL:
In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:
Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the VOTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the VOTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official VOTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:
Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the VOTF shall be retained by the agency in the VOTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:
Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:
All members of the VOTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA
Media inquires will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the District Chief Deputy U.S. Marshal.

District: _____

United States Marshal:

_____ _____ _____
Print Name Signature Date

Participant Agency:

Name: City of Lubbock on behalf of its Police Department

Location (City & State): Lubbock, Lubbock County, Texas

Phone: 806-775-2749

Participant Agency Representative:

Greg Stevens, Chief of Police _____ 1-12-16
Print Name & Title Signature Date

ATTEST: APPROVED AS TO FORM:

_____ _____
Rebecca Garza, City Secretary John C. Grace, Assistant City Attorney

Assistant Director, Investigative Operations Division:

Derrick Driscoll _____ _____
Print Name Signature Date

Regular City Council Meeting **5. 16.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, purchase order number 10015747, for police uniforms by and between the City of Lubbock and Nardis, Inc., of Kilgore, Texas, and related documents.

Item Summary

The Lubbock Police Department's (LPD) newly appointed Chief of Police has created an additional class of the Patrol Duty Uniform, titled Class C uniform. A test and evaluation period for a Class C uniform was conducted by using multiple manufacturers. As a result, the Blauer manufactured uniform met the needs of the Department while still meeting the professional appearance standard of the LPD. The Patrol Duty Class C uniform is intended to be a daily-use uniform, not a specialty or ceremonial uniform, with multiple functioning applications and comfort in extreme weather conditions.

Fiscal Impact

Funding is available in the Adopted FY 2015-16 Police Department Operating Budget.

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution & Purchase Order Contract - Nardis

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, BuyBoard Contract No. 416-12 for police uniforms by and between the City of Lubbock and Nardis, Inc., of Kilgore, 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:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Contract-Nardis, Inc.
January 11, 2016

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/07/2016
Order Number 10015747 000 OP
Branch/Plant 5735

TO: NARDIS INC
500 E MAIN ST
KILGORE Texas 75662

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
916 TEXAS AVENUE
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/07/2016 Freight
Requested 02/28/2016 Taken By S SUMMERS
Delivery PER J WILSON REQ #46876 BUYBOARD 416-12

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Blauer 8436 Super Shirt LS	25.000	78.7000	EA	1,967.50	02/28/2016
Dark Navy w/customization					
Blauer 8446 Super Shirt SS	87.000	72.6000	EA	6,316.20	02/28/2016
Dark Navy w/customization					
Blauer 8561-1 Ext Cargo Pant	832.000	80.1500	EA	66,684.80	02/28/2016
Dark Navy w/hemming					
Blauer 8472 StreetBase Shirt	710.000	44.5000	EA	31,595.00	02/28/2016
SS Dark Navy w/customization					
Blauer 8471 StrreetBase Shirt	313.000	51.4000	EA	16,088.20	02/28/2016
LS Dark Navy w/customization					
Blauer 8473 StreetBase Winter	37.000	58.4000	EA	2,160.80	02/28/2016
LS Dark Navy w/customization					
Blauer 8470 Armorskin Carrier	515.000	83.0000	EA	42,745.00	02/28/2016
Dark Navy w/customization					

Total Order

Terms NET 20 DAYS 167,557.50

City of Lubbock TEXAS PURCHASE ORDER

Page - 2
Date - 01/07/2016
Order Number 10015747 000 OP
Branch/Plant 5735

TO: NARDIS INC
500 E MAIN ST
KILGORE Texas 75662

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
916 TEXAS AVENUE
LUBBOCK Texas 79401

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/07/2016 Freight

Requested 02/28/2016 Taken By S SUMMERS

Delivery PER J WILSON REQ #46876 BUYBOARD 416-12

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $500,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $500,000
City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.	

This purchase order encumbers funds in the amount of $167,557.50 awarded Nardis Inc. of Kilgore, TX on January 28, 2016. The following is incorporated into and made part of this purchase order by reference BuyBoard Contract 416-12 dated January 4, 2016 Nardis, Inc. of Kilgore, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

NARDIS Public Safety

A Division of Nardis, Inc

Date:	7-Jan-16
Amended:	
Bid #	

Special Quote Pricing Form

Initated By:	Janci Wilson
Phone:	
Fax:	
Contact Name:	Diane Wiatrek-Smith
Distributor:	NARDIS INC
Phone:	210-508-3516
Fax:	210-661-8410
Email:	dianew@nardispublicsafety.com
Sales Rep:	Diane Wiatrek-Smith

Agency Name:	Lubbock Police Department
Address:	
City:	
State:	
Zip Code:	
Valid Date:	

Quantity	Description	Color	Unit Price	Extended Price
25	8436 super shirt long sleeve	navy	$78.70	$1,967.50
87	8446 super shirt short sleeve	navy	$72.60	$6,316.20
832	8561-1 external cargo pocket pant	navy	$80.15	$66,684.80
710	8472 street/base shirt short sleeve	navy	$44.50	$31,595.00
313	8471 street/base shirt long sleeve	navy	$51.40	$16,088.20
37	8473 street/base winter shirt long sleeve	navy	$58.40	$2,160.80
515	8470 Armorskin Carrier	navy	$83.00	$42,745.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	buy board pricing 416-12			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL	$167,557.50

Payment Terms: FOB DESTINATION

Please attach a copy of this quote with your order to ensure proper billing.

Authorized Signature

Diane Wiatrek-Smith

Diane Wiatrek-Smith

YOUR BUSINESS IS SINCERELY APPRECIATED

QAF:	SC-013114
REV:	Ø
DATE:	1/7/2016

NARDIS PUBLIC SAFETY | 4818 IH 10 East | SAN ANTONIO, TX 78219
CELL: 210-508-3516 | STORE: 210-661-8400 | FAX: 210-661-8410 | dianew@nardispublicsafety.com

Regular City Council Meeting **5. 17.**

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance ordering the 2016 Regular Municipal Election of the City of Lubbock to be held May 7, 2016.

Item Summary

The Lubbock City Council deems it to be in the best interest of the citizens of Lubbock to order a Regular City Election for the purpose of electing municipal officers. The election is to be held May 7, 2016, pursuant to the Texas Election Code, the Lubbock City Charter, and City ordinances. Said election shall be for the purpose of electing the following officers of the City of Lubbock: Mayor (At Large), 2-year term; Council Members, Districts 2, 4, and 6, for 4 year terms; and Municipal Court Judge (At Large).

Fiscal Impact

$175,000 is appropriated in the Adopted FY 2015-16 Operating Budget.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ordinance - Election

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE 2016 REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; INDICATING THOSE OFFICERS TO BE ELECTED; PROVIDING FOR AN ACCESSIBLE ELECTRONIC VOTING SYSTEM TO BE USED; ESTABLISHING POLLING PLACES; APPOINTING ELECTION JUDGES; ESTABLISHING HOURS FOR VOTING; ADOPTING THE SEALED BALLOT BOX PROCEDURE; PROVIDING FOR EARLY VOTING; DIRECTING THE CITY SECRETARY TO GIVE NOTICE OF THE REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to order a Regular City Election for the election of municipal officers to be held on **May 7, 2016**, pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances; NOW THEREFORE:

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

SECTION 1. THAT the Regular City Municipal Election for the election of municipal officers of the City of Lubbock is hereby ordered to be conducted on **May 7, 2016**, under the applicable provisions of the Texas Election Code, the Lubbock City Charter and City ordinances.

SECTION 2. THAT said election shall be for the purpose of electing the following officers of the City of Lubbock:

MAYOR (AT LARGE)	2 YEAR TERM
COUNCIL MEMBER, DISTRICT 2	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 4	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 6	4 YEAR TERM
MUNICIPAL COURT JUDGE	4 YEAR TERM

SECTION 3. THAT said City general election shall be held at the places in the City of Lubbock hereinafter designated as voting precincts and in the voting places designated in **Exhibit A** hereto. Voting places shall be open from 7:00 a.m. to 7:00 p.m., and all electors shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown on **Exhibit A**, as provided for in Section 43.007 of the Texas Election Code.

SECTION 4. THAT an accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City general election. Said approved and certified accessible electronic voting system shall be supplied for said City general election by Lubbock County, acting by and through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

SECTION 5. THAT the persons named in **Exhibit A** hereto are hereby appointed Judges and Alternate Judges to conduct said General City Election on **May 7, 2016**. In the event any named person is unable to serve for any reason, the City Secretary of the City of Lubbock is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit A** hereto as required. Each Presiding Judge so named is authorized to appoint the number of clerks authorized by the City Secretary of the City of Lubbock, which number shall not be less than two (2) clerks or more than six (6) clerks. The Alternate Judges shall serve as Presiding Judges in the event that the regularly appointed Presiding Judge is unable to serve. The Alternate Judges shall be appointed by the Presiding Judge to serve as one of the clerks in the event that the regularly appointed Presiding Judge conducts the election.

SECTION 6. THAT early voting by personal appearance shall commence on **April 25, 2016**, and end on **May 3, 2016**. Said early voting shall be conducted at the locations, days and hours indicated on **Exhibit B** hereto; and Early Voting Clerk shall be:

Dorothy Kennedy
Office of Elections
1308 Crickets Avenue
Lubbock, TX 79408
Telephone 806-775-1338

SECTION 7. THAT the Mayor, assisted by the City Secretary, is hereby authorized and directed to give notice of the General City Election of municipal officers as required by law (*see* **Exhibit C** attached hereto).

SECTION 8. THAT the City Secretary of the City of Lubbock is hereby ordered to cause publication of this Ordinance ordering the General City election of municipal officers in a newspaper of general circulation at least once no earlier than the 30th day nor later than the 10th day before election day. In addition, a copy of this Ordinance shall be posted not later than the 21st day before election day on the bulletin board used for posting notices of meetings of the governing body and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

SECTION 9. THAT the City Secretary shall serve a duly certified copy of this Ordinance and the Election Notice upon each of the Presiding Judges named in **Exhibit A** not later than the 7th day after the signing of this Ordinance or the 15th day before Election Day, whichever is later. In addition, the City Secretary shall deliver a certified copy of this Ordinance and the Election Notice on the County Clerk not later than the 60th day before election day.

SECTION 10. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

AND IT IS SO ORDERED.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APRPOVED AS TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

Exhibit A *(Anexo A)*

Cities and Schools General and Special Elections

(Elecciones General y Especial de Ciudades y Escuelas)

Vote Center Locations

(Centros de Votación)

Saturday, May 7th, 2016

(Sábado, 7 de mayo, 2016)

7:00 A.M. – 7:00 P.M.

*****American Sign Language Interpreters available**
*****Intérpretes de Lengua de Signos disponible**

Abernathy City Hall – 811 Avenue D, Abernathy *(Oficina Municipal de Abernathy)--(811 avenida D, Abernathy)*	*Judge (Juez), Rita Prieto* *Alternate Judge (Suplente), Manuel Prieto*
Broadview Baptist Church – 1302 N Frankford Ave *(Iglesia Bautista Broadview--1302 avenida Frankford al norte)*	*Judge (Juez), Keith Gast* *Alternate Judge (Suplente), Rosary Phipps*
Byron Martin ATC – 3201 Avenue Q*** *(Byron Martin ATC--3201 avenida Q)****	*Judge (Juez), Rosemary Trevino* *Alternate Judge (Suplente), Joe Sport*
Calvary Baptist Church – 5301 82nd St*** *(Iglesia Bautista Calvario—5301 calle 82)****	*Judge (Juez), Nicky Anderson* *Alternate Judge (Suplente), Mona Mojica*
Casey Administration Building – 501 7th St, Wolfforth *(Edificio de Administración Casey – 501 calle 7, Wolfforth)*	*Judge (Juez), Lynn Acton* *Alternate Judge (Suplente), Maria Maldia*
Catholic Diocese of Lubbock – 4620 4th St *(Diócesis Católica de Lubbock--4620 calle 4)*	*Judge (Juez), Janie Martinez* *Alternate Judge (Suplente), Angie Jenkins*
Cavazos Middle School – 210 N University Ave *(Escuela Secundaria Menor Cavazos—* *210 avenida Universidad al norte)*	*Judge (Juez), Thelma Badillo* *Alternate Judge (Suplente), Frances Autry*
Celebration Christian Center – 8001 Upland Ave *(Celebration Christian Center --8001 avenida Upland)*	*Judge (Juez), Kadi Taylor* *Alternate Judge (Suplente), Joseph Taylor*
Church on the Rock—10503 Slide Rd *(Church on the Rock—10503 carretera Slide)*	*Judge (Juez), John Paduch* *Alternate Judge (Suplente), Ramon Hernandez*
Elks Lodge No. 1348 – 3409 Milwaukee Ave *(Elks Lodge Núm. 1348--3409 avenida Milwaukee)*	*Judge (Juez), Dawna Gilbert* *Alternate Judge (Suplente), Louisa Lara*

Revised 1-13-16

First Assembly of God Church – 3801 98th St *(Iglesia Primera Asamblea de Dios—3801 calle 98)*	*Judge (Juez), Paul Harding* *Alternate Judge (Suplente), Glen Mullins*
Green Lawn Church of Christ – 5701 19th St *(Iglesia de Cristo Green Lawn--5701 calle 19*	*Judge (Juez), Jennifer Davis* *Alternate Judge (Suplente), Dolores Garcia*
Harwell Elementary School – 4101 Avenue D *(Escuela Primaria Harwell—4101 avenida D)*	*Judge (Juez), Jim Robinson* *Alternate Judge (Suplente), Carrie Fitzgerald*
Hodges Community Center – 4011 University Ave *(Centro Social Hodges--4011 avenida Universidad)*	*Judge (Juez), Holli Barnett* *Alternate Judge (Suplente), Beatrice Escamilla*
Idalou Clubhouse – 202 W 7th St, Idalou *(Centro Social de Idalou--202 calle 7 al oeste, Idalou)*	*Judge (Juez), Charles Kinman* *Alternate Judge (Suplente), Anita Blackburn*
Lone Star State Bank – 6220 Milwaukee Ave *(Banco Lone Star State—6220 avenida Milwaukee)*	*Judge (Juez), Jim Brown* *Alternate Judge (Suplente), Jesse Valerio*
Lubbock-Cooper Performing Arts Center (PAC) – Woodrow Rd & Hwy 87 (on Woodrow Rd West of Lubbock-Cooper High School) *(Centro de Artes Escénicas de Lubbock-Cooper (PAC)— Calle Woodrow y Carretera 87)* *(en la Calle Woodrow al oeste de la Escuela Secundaría de Lubbock-Cooper)*	*Judge (Juez), Leslie Arcisz* *Alternate Judge (Suplente), John Fox*
Lubbock-Cooper North Elementary School – 3202 108th St *(Escuela Primaria Lubbock-Cooper North--3202 calle 108)*	*Judge (Juez), Kim Sanford* *Alternate Judge (Suplente), Jenny Bustillos*
Mae Simmons Community Center – 2004 Oak Avenue *(Central Social Mae Simmons--2004 avenida Oak)*	*Judge (Juez), Earnestine Frazier* *Alternate Judge (Suplente), Eva Jackson*
Mattress Firm – 6707 Slide Rd *(Mattress Firm—6707 carretera Slide)*	*Judge (Juez), Kay Landress* *Alternate Judge (Suplente), Tress Trost*
Nat Williams Elementary School – 4812 58th St *(Escuela Primaria Nat Williams—4812 calle 58)*	*Judge (Juez), Amelinda Sanchez* *Alternate Judge (Suplente), Delmira Lopez*
New Deal Community Clubhouse – 309 S Monroe Ave, New Deal *(Centro Social de New Deal--309 calle Monroe al sur, New Deal)*	*Judge (Juez), Jan Denzer* *Alternate Judge (Suplente), Sherry Pena*

Revised 1-13-16

Parsons Elementary—2811 58th St *(Escuela Primaria Parsons—2811 calle 58)*	*Judge (Juez), Mamie Hurt* *Alternate Judge (Suplente), Mary Hernandez*
Patterson Library – 1836 Parkway Ave *(Biblioteca Patterson—1836 avenida Parkway)*	*Judge (Juez), Hallie Perkins* *Alternate Judge (Suplente), Sharon Kirkwood*
Plains Capital Bank, Governor's Room – 5010 University Ave *(Banco Plains Capital, Cuarto del Gobernador—5010 avenida Universidad)*	*Judge (Juez), Larry Henry* *Alternate Judge (Suplente), Lesa Rollison*
Ramirez Charter School – 702 Avenue T *(Escuela Primaria Ramirez--702 avenida T)*	*Judge (Juez), Clarence Walker* *Alternate Judge (Suplente), Sandra Walker*
Ransom Canyon City Hall – 24 Lee Kitchens Dr, Ransom Canyon *(Oficina Municipal de Ransom Canyon—24 Lee Kitchens Dr, Ransom Canyon)*	*Judge (Juez), TG Caraway* *Alternate Judge (Suplente), Lila Richardson*
Roberts Elementary School – 7901 Avenue P *(Escuela Primaria Roberts--7901 avenida P)*	*Judge (Juez), Nancy Finger-Morales* *Alternate Judge (Suplente), Nancy Mayfield*
Roosevelt Clubhouse – 1400 CR 3300 *(Centro Social de Roosevelt--1400 CR 3300)*	*Judge (Juez), Brooksye Ratliff* *Alternate Judge (Suplente), William Klein*
Roscoe Wilson Elementary School – 2807 25th St *(Escuela Primaria Roscoe Wilson--2807 calle 25)*	*Judge (Juez), Sandra Harper* *Alternate Judge (Suplente), Louise Sanders*
Shallowater Community Center – 902 Avenue H, Shallowater *(Centro Social de Shallowater--902 avenida H, Shallowater)*	*Judge (Juez), Ron Goulette* *Alternate Judge (Suplente), Dee Moralez*
Slaton ISD Administration Office – 140 E Panhandle, Slaton *(Oficinas Administrativas de Distrito Escolar Independiente de Slaton--140 calle Panhandle al este, Slaton)*	*Judge (Juez), Jessie Rangel* *Alternate Judge (Suplente), Al Gomez*
South Plains Church of Christ – 6802 Elkhart Ave *(Iglesia de Cristo South Plains--6802 avenida Elkhart)*	*Judge (Juez), Carl Robertson* *Alternate Judge (Suplente), Debbie Spencer*
St Joseph Catholic Church – 102 N Avenue P *(Iglesia Católica San José--102 avenida P al norte)*	*Judge (Juez), Francisca Gomez* *Alternate Judge (Suplente), Marivel Guajardo*

Revised 1-13-16

Sunset Church of Christ, The Well – 3651 34th St *(Iglesia de Cristo Sunset, The Well--3651 calle 34)*	*Judge (Juez), Melinda Wilson* *Alternate Judge (Suplente), Wanda White*
Sutherlands – 3701 50th St *(Sutherlands--3701 calle 50)*	*Judge (Juez), Neil Finley* *Alternate Judge (Suplente), Jack Booe*
Terra Vista Middle School – 1111 Upland Ave *(Escuela Secundaria Menor Terra Vista—1111 avenida Upland)*	*Judge (Juez), Lupe Ysasaga* *Alternate Judge (Suplente), Alice Cadena*
Texas Tech University Library – **18th St & Boston Ave, TTU Campus** *(Biblioteca de Texas Tech--calle 18 y avenida Boston, Campus de TTU)*	*Judge (Juez), Debbie Rowan* *Alternate Judge (Suplente), Amanda Cargile*
Wright Elementary School – 1302 Adrian St *(Escuela Primaria Wright—1302 calle Adrian)*	*Judge (Juez), Sharon Randolph* *Alternate Judge (Suplente), Jody McCauley*

Revised 1-13-16

Sections 85.067 and 85.068
V.T.C.A., Election Code

Exhibit B *(Anexo B)*

NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 7th, 2016 Cities and Schools General and Special Elections will be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:
(Votación Adelantada para las Eleccióones General y Especial de Ciudades y Escuelas del 7 de mayo, 2016, serán conducidas en TODOS LOS SITIOS DE VOTACIÓN EN LAS FECHAS, HORARIOS Y LOCALIDADES QUE SE LISTAN A CONTINUACIÓN:)

****

Early Voting Dates: April 25th – May 3rd, 2016
(Fecha de Votación Adelantada: 25 de abril – 3 de mayo, 2016)

Main Polling Place: ***(Lugar principal de la votación)***

Lubbock County Elections Office
(Oficina de Elecciones del Condado de Lubbock)
Public Room *(Salón Público)*
1308 Crickets Ave *(1308 avenida crickets)*

Dates: April 25th – May 3rd, 8:00 a.m. – 8:00 p.m.
(Fecha: 25 de abril – 3 de mayo, 8:00 a.m. – 8:00 p.m.)
Except Sunday, May 1st, 1:00 p.m. – 6:00 p.m.
***(EXCEPTO EL DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

****

United Supermarkets—Locations listed below:
Monday, April 25th – Tuesday, May 3rd 8:00 A.M. – 8:00 P.M.
(lunes, 25 de abril –martes, 3 de mayo 8:00 A.M. – 8:00 P.M.)
Except Sunday, May 1st 1:00 P.M. – 6:00 P.M.
(Excepto el domingo, 1 de mayo 1:00 p.m. – 6:00 p.m.)

2630 Parkway Dr
112 North University Ave
401 Slide Road (4th & Slide)
1701 50th St (50th & Ave Q)
4425 19th St (19th & Quaker Ave) Market Street
2703 82nd St (82nd & Boston Ave)
8010 Frankford Ave (82nd & Frankford Ave)
4205 98th St (98th & Quaker Ave) Market Street

Texas Tech University
Student Recreation Center
(Universidad de Texas Tech)
(Centro de Recreación para Estudiantes)
Texas Tech Campus
(Campus de Texas Tech)
Hartford Ave & Main St
(Calles avenida Hartford y calle Main)

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
EXCEPT SUNDAY, May 1st, 1:00 P.M. – 6:00 P.M
***(EXCEPTO el DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

Slaton ISD Administration Office
(Oficina de Administración del Distrito Escolar Independiente de Slaton)
140 E Panhandle *(140 calle Panhandle al Este)*
Slaton

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
EXCEPT SUNDAY, May 1st, 1:00 P.M. – 6:00 P.M
***(EXCEPTO el DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

Roosevelt Clubhouse
(Centro Social de Roosevelt)
1400 CR 3300

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*

(Closed Saturday and Sunday) ***(Cerrado el sábado y domingo)***

City of Lubbock, First Floor
1625 13th St
Lubbock

Dates: Monday, April 25th
(Fecha: lunes, 25 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, April 26th
(Fecha: martes, 26 de abril)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
Dates: Wednesday, April 27th – Friday April 29th
(Fecha: miércoles, 27 de abril – viernes, 29 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Monday, May 2nd
(Fecha: lunes, 2 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, May 3rd
(Fecha: martes, 3 de mayo)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Lubbock ISD Administration Office
1628 19th St
Lubbock

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*

CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

City of Abernathy
811 Avenue D
Abernathy

Dates: Monday, April 25th
(Fecha: lunes, 25 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, April 26th
(Fecha: martes, 26 de abril)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
Dates: Wednesday, April 27th – Friday April 29th
(Fecha: miércoles, 27 de abril – viernes, 29 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Monday, May 2nd
(Fecha: lunes, 2 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, May 3rd
(Fecha: martes, 3 de mayo)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Casey Administration Building
501 7th St
Wolfforth

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Idalou Clubhouse
202 W 7th St, Idalou
Idalou

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Lubbock-Cooper Performing Arts Center (PAC)
Woodrow Rd & Hwy 87

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

New Deal Community Clubhouse
401 S Auburn St
New Deal

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Shallowater Community Center
902 Avenue H
Shallowater

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
(Closed Saturday and Sunday) ***(Cerrado el sábado y domingo)***

Sections 85.067 and 85.068
V.T.C.A., Election Code

Exhibit B *(Anexo B)*

TEMPORARY BRANCH EARLY VOTING LOCATIONS
(SITIOS DE VOTACIÓN DE SUCURSALES TEMPORARIAS PARA LA VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 7th, 2016, Cities and Schools General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW:
(Votación Adelantada para las Elecciones General y Especial para Ciudades y Escuelas del Condado de Lubbock, del 7 de mayo, 2016, serán conducidas en los SITIOS DE VOTACIÓN DE SUCURSALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES QUE SE LISTAN A CONTINUACIÓN:)

April 25, 2016 *(25 de abril, 2016)*
MONDAY *(lunes)*

Brookdale Remington Park
5301 66th St *(5301 calle 66)*
9:00 a.m. – 1:00 p.m.

Ventura Place
3026 54th St *(3026 calle 54)*
2:00 p.m. – 6:00 p.m.

Lubbock-Cooper High School *(Escuela Secundaria Lubbock-Cooper)*
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 26, 2016 *(26 de abril, 2016)*
TUESDAY *(martes)*

Covenant Women's and Children's Hospital
Garden Room (Basement) *(Cuarto de Jardín – Sótano)*
4000 24th St *(4000 calle 24)*
8:00 a.m. – 8:00 p.m.

Laura Bush Middle School *(Escuela Secundaria Menor Laura Bush)*
3425 118th St *(3425 calle 118)*
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper South Elementary School
(Escuela Primaria Lubbock-Cooper South)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 27, 2016 *(27 de abril, 2016)*
WEDNESDAY *(miércoles)*

Ransom Canyon City Hall
(Oficina Municipal del Pueblo de Ransom Canyon)
24 Lee Kitchens Dr *(24 Lee Kitchens Dr, Ransom Canyon)*
8:00 a.m. – 5:00 p.m.

Lubbock Community Services for the Deaf (LCSD)
2414 34th St *(2414 calle 34)*
10:00 a.m. -- 12:00 p.m.

Lubbock-Cooper Middle School
(Escuela Secundaria Menor Lubbock-Cooper)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 28, 2016 *(28 de abril, 2016)* **THURSDAY** *(jueves)*	Covenant Medical Center – Lobby *(Vestíbulo)* 3615 19th St *(3615 calle 19)* **8:00 a.m. -- 8:00 p.m.**
	Life/Run Center for Independent Living *(Life/Run Centro para Vivir Independiente)* 8240 Boston Ave *(8240 avenida Boston)* **9:00 a.m. – 1:00 p.m.**
	Lubbock-Cooper Central Elementary School *(Escuela Primaria Lubbock-Cooper Central)* 4020 135th St *(4020 calle 135)* **3:00 p.m. – 7:00 p.m.**
April 29, 2016 *(29 de abril, 2016)* **FRIDAY** *(viernes)*	University Medical Center (UMC) 602 Indiana Ave *(602 avenida Indiana)* **8:00 a.m. -- 8:00 p.m.**
	Raider Ranch 6548 43rd St *(6548 calle 43)* **9:00 a.m. – 1:00 p.m.**
	Windmill Village Rehabilitation & Healthcare *(Rehabilitación y Salud Windmill Village)* 507 MLK Blvd *(507 bulevar MLK)* **2:00 p.m. – 5:00 p.m.**
April 30, 2016 *(30 de abril, 2016)* **SATURDAY** *(sábado)*	Carillon Senior Living Campus 1717 Norfolk Ave *(1717 avenida Norfolk)* **10:00 a.m. -- 4:00 p.m.**
May 2, 2016 *(2 de mayo, 2016)* **MONDAY** *(lunes)*	Covenant Specialty Hospital 3815 20th St *(3815 calle 20)* **9:00 a.m. -- 2:00 p.m.**
	Lubbock-Cooper North Elementary School *(Escuela Primaria Lubbock-Cooper North)* 3202 108th St *(3202 calle 108)* **3:00 p.m. – 7:00 p.m.**
May 3, 2016 *(3 de mayo, 2016)* **TUESDAY** *(martes)*	Lubbock-Cooper West Elementary School *(Escuela Primaria Lubbock-Cooper West)* 10101 Fulton Ave *(10101 avenida Fulton)* **3:00 p.m. – 7:00 p.m.**

Exhibit C (*Anexo C*)

NOTICE OF GENERAL ELECTION *(AVISO DE ELECCIÓN GENERAL)*
CITY OF LUBBOCK 2016 REGULAR MUNICIPAL ELECTION
(ELECCIÓN REGULAR MUNICIPAL 2016, DE LA CIUDAD DE LUBBOCK)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on **May 7, 2016**, for voting in a general election to elect: *(Notifiquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el* ***7 de mayo de 2016*** *para votar en la Elección General pàra elegir:)*

MAYOR - AT LARGE *ALCALDE - SIN LIMITACIONES*	2 YEAR TERM *(2 AÑOS)*
COUNCIL MEMBER, DISTRICT 2 *CONCEJAL MUNICIPAL, DISTRITO 2*	4 YEAR TERM *(4 AÑOS)*
COUNCIL MEMBER, DISTRICT 4 *CONCEJAL MUNICIPAL, DISTRITO 4*	4 YEAR TERM *(4 AÑOS)*
COUNCIL MEMBER, DISTRICT 6 *CONCEJAL MUNICIPAL, DISTRITO 6*	4 YEAR TERM *(4 AÑOS)*
MUNICIPAL COURT JUDGE *(JUEZ del TRIBUNAL MUNICIPAL*	4 YEAR TERM *4 AÑOS)*

Voting by personal appearance will be conducted on Election Day at: *(La votación en persona,el dia de Elección, se llevará a cabo en)*

See **Exhibit A** *(Vea* ***Anexo A)***

Early voting by personal appearance will be conducted at: *(La votación adelantada en persona se llevará a cabo en)*

See **Exhibit B** *(Vea* ***Anexo B)***

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*

Early Voting Clerk *(Secretario para la Votación Adelantada)*
Dorothy Kennedy
Office of Elections *(Oficina de Elecciónes)*
1308 Crickets Avenue
Lubbock, TX 79408
Telephone/*Teléfono* 806-775-1338

Issued this the _____ day of January, 2016.
(Emitada este día _____ de enero, 2016.)

_____
GLEN C. ROBERTSON, MAYOR *(Alcalde)*

ATTEST:

_____
Rebecca Garza, City Secretary *(Secretario Municipal)*

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney *(La Diputado Legal Municipal Adjunto)*

Regular City Council Meeting **5. 18.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - City Secretary: Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock for early voting and Election Day voting.

Item Summary

Per Chapter 123, Subchapter A, of the Texas Election Code, the City Council must adopt a voting system for use in any one or more elections ordered by the City of Lubbock. The adoption of a voting system may be modified or repealed at any time by the City Council. Additionally, the City Council is to indicate, within the adopting resolution, whether the adaptation of the voting system is for use in early voting, regular voting on Election Day, or both.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Voting System

RESOLUTION

WHEREAS, the City of Lubbock on even date has ordered an election of municipal officers on May 7, 2016; and

WHEREAS, Chapter 123 of the Texas Election Code requires the City of Lubbock, Texas to adopt a voting system for use in its elections; NOW THEREFORE:

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

THAT a voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Passed by the City Council this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.2016 Adoption of Voting System
1.15.16

Regular City Council Meeting **5. 19.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election(s), 2016.

Item Summary

Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or a part of the same territory; and the City of Lubbock desires to contract with the Lubbock County election officer for election services for City elections. Other local political subdivisions within Lubbock County are also conducting elections on the same day and are also contracting with the Lubbock County election officer for election services.

Fiscal Impact

$175,000 is appropriated in the Adopted FY 2015-16 Operating Budget.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Joint Election & Contract

RESOLUTION

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the County's election officer to contract with the governing body of a political subdivision for joint election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two (2) or more political subdivisions occupying all or a part of the same territory; and

WHEREAS, the City of Lubbock desires to contract with the Lubbock County election officer for election services for City elections; and

WHEREAS, several other political subdivisions within Lubbock County also are conducting elections on the same day and are also contracting with the Lubbock County election official for election services; and

WHEREAS, the City of Lubbock desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the City of Lubbock as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

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, the attached Contract for Election Services, by and between the City of Lubbock and the County of Lubbock, for election services during the calendar year 2016, and all related documents. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

THAT "associated documents" include the Appointment of Bilingual Election Clerks and the list of Supervisors and Rovers for Election Day, **May 7, 2016**.

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same territory as the City of Lubbock; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint election with the City of Lubbock; and

THAT the use of Countywide Polling Places (Vote Centers) is hereby authorized for elections held on the uniform election date and any associated run-off elections, in accordance with State law; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

Passed by the City Council this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.2016 Joint Election Resolution
1.15.16

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN CALENDAR YEAR 2016

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Dorothy Kennedy, Lubbock County Elections Administrator, hereinafter referred to as "The Elections Administrator" (who has been duly qualified and bonded as provided for under law) and City of Lubbock, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's elections called during the Entity's Calendar Year 2016. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.01, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Lubbock County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic direct recording electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations, those functions set forth in

Exhibit A. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Lubbock County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Lubbock County shall be responsible for the initial selection of the presiding election judges and alternate election judges for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the

Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/ her of his/her appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Entity will be charged **$12.46** per hour for each hour worked by each Presiding Election Judge, and **$11.21** per hour for each hour worked by each Alternate Judge and Election Clerk. The Entity will be charged an additional **$25.00** as flat-rate compensation to each Election Judge for returning the supplies and Judge's Booth Controller to the Central Counting Station after the polls close. The Entity will be charged **$12.46** per hour for each hour worked by each Phone Bank Operator. The Entity will be charged **$18.69** per hour for each hour worked by each Troubleshooter, plus mileage at the rate of **$0.54** per mile traveled by each Troubleshooter.

The Entity will be charged **$12.46** per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged **$12.46** per hour for each hour worked by each Early Voting Phone Bank Operator. The Entity will be charged **$18.69** per hour for each hour worked by each Early Voting Troubleshooter, plus mileage at the rate of **$ 0.54** per mile traveled by each Early Voting Troubleshooter.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Entity will be charged **$12.46** per hour for each hour worked by part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station and/or Early Voting Ballot Board on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged **$9.97** for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to conduct training classes at the rate of **$13.71** per hour for the Lead Trainer and **$12.46** per hour for Assistant Trainers. The Entity will be charged **$10.00**

for Election Day cell phone reimbursement for not more than two election workers per Election Day polling location and **$2.00** per day during Early Voting.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate of $.054 for Lubbock County employees who must use their personal vehicles to deliver, set up and pickup voting equipment and supplies.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit B**. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who vote each day of early voting to the media.

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged **$12.46** per hour for each hour worked by each member of the Early Voting Ballot Board and, if needed, the Signature Verification Committee.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Dorothy Kennedy, Elections Administrator
Tabulation Supervisor:	Roxzine Stinson, Chief Deputy, Elections
Presiding Judge:	Tom Grimes

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the Entity, prior to releasing such information to candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested). Election results will be posted to the Elections Office web page located at www.votelubbock.org

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than noon of the tenth day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State=s Office.

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Lubbock County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Lubbock County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Chief Deputy shall serve as Recount Supervisor and the official of the Entity performing the duties

of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator unless otherwise required by state law.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Lubbock County from any resulting liability, whether civil or criminal.

XIV. MISCELLANEOUS PROVISIONS

(1) It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

(2) The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.

(3) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise

improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

(4) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

(5) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.

(6) In the event one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(7) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

(8) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(9) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Lubbock County all of the Entity's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity's financial obligation under the terms of this Contract to be timely calculated after the joint election. The Lubbock County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Lubbock County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____ day of _____, 20_____, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the _____ day of _____, 20_____, been executed on behalf of the Entity by its _____, pursuant to the authority of the _____, so authorizing;

FOR CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

==========

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

_____
Dorothy Kennedy
Elections Administrator

APPROVED AS TO FORM:

By: _____
R. Neal Burt
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for Lubbock County, Dorothy Kennedy, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.

3. The Elections Administrator will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including the mobile early voting programs, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.

4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.

5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Dorothy Kennedy, Lubbock County Elections Administrator, as Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from each participating Entity and format the ballots as needed to include said language. The County will provide each participating Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Lubbock County's electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of each participating Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

10. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Dorothy Kennedy, Lubbock County Elections Administrator, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Dorothy Kennedy, Elections Administrator and Early Voting Clerk for Lubbock County, as the Early Voting Clerk for the Joint elections. Early voting for the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes

to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity will provide the Elections Administrator with the name and contact information of each candidate on their respective ballot in order to be able to contact the candidates to appear at the Elections Office to proof the ballot.

6. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot on behalf of the Entity.

7. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

8. Each Entity is responsible to post the Entity's own Election Notices and Election Orders.

9. The Entity is responsible to provide the Elections Administrator all contact information of the decision making person/persons for the Entity

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day Vote Center locations for the joint elections, and shall forward such information to the participating Entities in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such Vote Centers.

2. The Elections Administrator shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center and shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in each of the Vote Centers used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in each Vote Center. A single, combined ballot and

single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Lubbock County shall be custodian of all materials used in common in the Vote Center where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for t heir time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Dorothy Kennedy, Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers throughthe phone bank personnel and troubleshooters.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

10. The Elections office will submit the electronic reports of votes by precinct to the Secretary of State 30 days after the election.

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election duringthe State's defined mandatoryoffice hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night

including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.

2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.

3. The Elections Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Booth Controllers (JBC), sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the Elections Administrator to serve as Presiding and Alternate Judge of the Central Counting Station. In addition, the Elections Administrator shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.

4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

Sections 85.067 and 85.068
V.T.C.A., Election Code

Exhibit B *(Anexo B)*

NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 7th, 2016 Cities and Schools General and Special Elections will be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:
(Votación Adelantada para las Elecciónes General y Especial de Ciudades y Escuelas del 7 de mayo, 2016, serán conducidas en TODOS LOS SITIOS DE VOTACIÓN EN LAS FECHAS, HORARIOS Y LOCALIDADES QUE SE LISTAN A CONTINUACIÓN:)

****

Early Voting Dates: April 25th – May 3rd, 2016
(Fecha de Votación Adelantada: 25 de abril – 3 de mayo, 2016)

Main Polling Place: ***(Lugar principal de la votación)***

Lubbock County Elections Office
(Oficina de Elecciones del Condado de Lubbock)
Public Room *(Salón Público)*
1308 Crickets Ave *(1308 avenida crickets)*

Dates: April 25th – May 3rd, 8:00 a.m. – 8:00 p.m.
(Fecha: 25 de abril – 3 de mayo, 8:00 a.m. – 8:00 p.m.)
Except Sunday, May 1st, 1:00 p.m. – 6:00 p.m.
***(EXCEPTO EL DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

****

United Supermarkets—Locations listed below:
Monday, April 25th – Tuesday, May 3rd 8:00 A.M. – 8:00 P.M.
(lunes, 25 de abril –martes, 3 de mayo 8:00 A.M. – 8:00 P.M.)
Except Sunday, May 1st 1:00 P.M. – 6:00 P.M.
(Excepto el domingo, 1 de mayo 1:00 p.m. – 6:00 p.m.)

2630 Parkway Dr
112 North University Ave
401 Slide Road (4th & Slide)
1701 50th St (50th & Ave Q)
4425 19th St (19th & Quaker Ave) Market Street
2703 82nd St (82nd & Boston Ave)
8010 Frankford Ave (82nd & Frankford Ave)
4205 98th St (98th & Quaker Ave) Market Street

Texas Tech University
Student Recreation Center
(Universidad de Texas Tech)
(Centro de Recreación para Estudiantes)
Texas Tech Campus
(Campus de Texas Tech)
Hartford Ave & Main St
(Calles avenida Hartford y calle Main)

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
EXCEPT SUNDAY, May 1st, 1:00 P.M. – 6:00 P.M
***(EXCEPTO el DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

Slaton ISD Administration Office
(Oficina de Administración del Distrito Escolar Independiente de Slaton)
140 E Panhandle *(140 calle Panhandle al Este)*
Slaton

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
EXCEPT SUNDAY, May 1st, 1:00 P.M. – 6:00 P.M
***(EXCEPTO el DOMINGO**, 1 de mayo 1:00 p.m. – 6:00 p.m.)*

Roosevelt Clubhouse
(Centro Social de Roosevelt)
1400 CR 3300

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
(Closed Saturday and Sunday) ***(Cerrado el sábado y domingo)***

City of Lubbock, First Floor
1625 13th St
Lubbock

Dates: Monday, April 25th
(Fecha: lunes, 25 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, April 26th
(Fecha: martes, 26 de abril)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
Dates: Wednesday, April 27th – Friday April 29th
(Fecha: miércoles, 27 de abril – viernes, 29 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Monday, May 2nd
(Fecha: lunes, 2 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, May 3rd
(Fecha: martes, 3 de mayo)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Lubbock ISD Administration Office
1628 19th St
Lubbock

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

City of Abernathy
811 Avenue D
Abernathy

Dates: Monday, April 25th
(Fecha: lunes, 25 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, April 26th
(Fecha: martes, 26 de abril)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
Dates: Wednesday, April 27th – Friday April 29th
(Fecha: miércoles, 27 de abril – viernes, 29 de abril)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Monday, May 2nd
(Fecha: lunes, 2 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
Dates: Tuesday, May 3rd
(Fecha: martes, 3 de mayo)
Hours: 8:00 A.M. – 8:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Casey Administration Building
501 7th St
Wolfforth

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Idalou Clubhouse
202 W 7th St, Idalou
Idalou

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Lubbock-Cooper Performing Arts Center (PAC)
Woodrow Rd & Hwy 87

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

New Deal Community Clubhouse
401 S Auburn St
New Deal

Dates: Monday, April 25th – Tuesday, May 3rd
(Fecha: lunes, 25 de abril – martes, 3 de mayo)
Hours: 8:00 A.M. – 4:00 P.M. *(horas)*
CLOSED SATURDAY & SUNDAY ***(Cerrado sábado y domingo)***

Shallowater Community Center
902 Avenue H
Shallowater

Dates: April 25th – May 3rd
Fecha: 25 de abril – 3 de mayo
Hours: 8:00 A.M. – 5:00 P.M. *(horas)*
(Closed Saturday and Sunday) ***(Cerrado el sábado y domingo)***

TEMPORARY BRANCH EARLY VOTING LOCATIONS
(SITIOS DE VOTACIÓN DE SUCURSALES TEMPORARIAS PARA LA VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 7th, 2016, Cities and Schools General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW:
(Votación Adelantada para las Elecciones General y Especial para Ciudades y Escuelas del Condado de Lubbock, del 7 de mayo, 2016, serán conducidas en los SITIOS DE VOTACIÓN DE SUCURSALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES QUE SE LISTAN A CONTINUACIÓN:)

April 25, 2016 *(25 de abril, 2016)*
MONDAY *(lunes)*

Brookdale Remington Park
5301 66th St *(5301 calle 66)*
9:00 a.m. – 1:00 p.m.

Ventura Place
3026 54th St *(3026 calle 54)*
2:00 p.m. – 6:00 p.m.

Lubbock-Cooper High School *(Escuela Secundaria Lubbock-Cooper)*
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 26, 2016 *(26 de abril, 2016)*
TUESDAY *(martes)*

Covenant Women's and Children's Hospital
Garden Room (Basement) *(Cuarto de Jardín – Sótano)*
4000 24th St *(4000 calle 24)*
8:00 a.m. – 8:00 p.m.

Laura Bush Middle School *(Escuela Secundaria Menor Laura Bush)*
3425 118th St *(3425 calle 118)*
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper South Elementary School
(Escuela Primaria Lubbock-Cooper South)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 27, 2016 *(27 de abril, 2016)*
WEDNESDAY *(miércoles)*

Ransom Canyon City Hall
(Oficina Municipal del Pueblo de Ransom Canyon)
24 Lee Kitchens Dr *(24 Lee Kitchens Dr, Ransom Canyon)*
8:00 a.m. – 5:00 p.m.

Lubbock Community Services for the Deaf (LCSD)
2414 34th St *(2414 calle 34)*
10:00 a.m. -- 12:00 p.m.

Lubbock-Cooper Middle School
(Escuela Secundaria Menor Lubbock-Cooper)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 28, 2016 ***(28 de abril, 2016)***
THURSDAY ***(jueves)***

Covenant Medical Center – Lobby *(Vestíbulo)*
3615 19th St *(3615 calle 19)*
8:00 a.m. -- 8:00 p.m.

Life/Run Center for Independent Living
(Life/Run Centro para Vivir Independiente)
8240 Boston Ave *(8240 avenida Boston)*
9:00 a.m. – 1:00 p.m.

Lubbock-Cooper Central Elementary School
(Escuela Primaria Lubbock-Cooper Central)
4020 135th St *(4020 calle 135)*
3:00 p.m. – 7:00 p.m.

April 29, 2016 ***(29 de abril, 2016)***
FRIDAY ***(viernes)***

University Medical Center (UMC)
602 Indiana Ave *(602 avenida Indiana)*
8:00 a.m. -- 8:00 p.m.

Raider Ranch
6548 43rd St *(6548 calle 43)*
9:00 a.m. – 1:00 p.m.

Windmill Village Rehabilitation & Healthcare
(Rehabilitación y Salud Windmill Village)
507 MLK Blvd *(507 bulevar MLK)*
2:00 p.m. – 5:00 p.m.

April 30, 2016 ***(30 de abril, 2016)***
SATURDAY ***(sábado)***

Carillon Senior Living Campus
1717 Norfolk Ave *(1717 avenida Norfolk)*
10:00 a.m. -- 4:00 p.m.

May 2, 2016 ***(2 de mayo, 2016)***
MONDAY ***(lunes)***

Covenant Specialty Hospital
3815 20th St *(3815 calle 20)*
9:00 a.m. -- 2:00 p.m.

Lubbock-Cooper North Elementary School
(Escuela Primaria Lubbock-Cooper North)
3202 108th St *(3202 calle 108)*
3:00 p.m. – 7:00 p.m.

May 3, 2016 ***(3 de mayo, 2016)***
TUESDAY ***(martes)***

Lubbock-Cooper West Elementary School
(Escuela Primaria Lubbock-Cooper West)
10101 Fulton Ave *(10101 avenida Fulton)*
3:00 p.m. – 7:00 p.m.

Regular City Council Meeting **5. 20.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - City Secretary: Consider a resolution ordering a Special Election to fill the vacancy in the position of Council member, District 1, to be conducted May 7, 2016, and authorizing and directing the Mayor to execute an official Order and Notice of Special Election for said special election.

Item Summary

The automatic resignation of Council member Victor Hernandez, District 1, occurred on January 20, 2016 as a result of said Council member announcing his candidacy for Mayor of Lubbock. This has created a vacancy on the City Council of the City of Lubbock. The City Charter of the City of Lubbock and the Texas Election Code require such vacancy to be filled by a special election called for such purpose. The next available election date complying with the requirements of City Charter and Sections 3.004, 41.001, 201.023, 201.051, and 201.052 of the Election Code is May 7, 2016.

Fiscal Impact

We already have a General Election for May 7, 2016; therefore, no additional costs are anticipated.

Staff/Board Recommending

The City Secretary recommends that Council order a special election to fill the vacancy for the unexpired term remaining for the position of Council member, District 1.

Attachments

Resolution - Special Election

RESOLUTION AND ORDER

WHEREAS, the resignation of Victor Hernandez, District 1 Councilman, occurred on January 20, 2016, as a result of said Councilman announcing his candidacy for Mayor in the May 7, 2016, City regular election of officers; and

WHEREAS, such resignation occurred by operation of law in accordance with Article 11, Section 11, and Article 16, Section 65, of the Texas Constitution; and

WHEREAS, such automatic resignation and acceptance has created a vacancy on the City Council of the City of Lubbock; and

WHEREAS, the next available election date complying with the requirements of the Texas Constitution, the Texas Election Code and the City Charter is May 7, 2016; and

WHEREAS, Sections 3.004, and 201.051 of the Texas Election Code require the City Council to order an election to fill said vacancy as soon as practicable after the vacancy occurs; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock, Texas, hereby accepts the automatic resignation of Councilman Victor Hernandez on January 20, 2016, and orders a special election to fill the vacancy in the position of Council Member, District 1, to be conducted May 7, 2016, for the purpose of filling the vacancy created by the resignation of Councilman Hernandez for the unexpired term remaining for the position of Council Member, District 1, and the Mayor of the City of Lubbock is hereby authorized and directed to execute an official order and notice of special election to fill the vacancy in the position of Council Member, District 1, on Saturday, May, 7, 2016.

Passed by the City Council this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

RES.VH-VacElection 2016

Regular City Council Meeting **5. 21.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute contract 12563 with OfficeWise Furniture and Supply, contract 12676 with Tascosa Office Machines and contract 12665 with Built for Dreams, Inc. for office furniture, ITB 16-12563-KK.

Item Summary

This contract establishes discounted pricing for the purchase of office furniture for City departments. The discount is based off the manufacturer's retail price catalog at time of order. The contract also includes inside delivery, complete assembly, set-up, and installation.

Staff recommends contracts be awarded to the three vendors with a mininum of 50% discount percentages, OfficeWise Furniture and Supply of Lubbock, Texas, Tascosa Office Machines of Lubbock, Texas and Built for Dreams, Inc. of Lubbock, Texas. The percentage of the discounted pricing will remain firm against any decrease during the entire contract period including renewals. The term of the contract will be one year with the option to renew for an additional four, one-year periods.

Fiscal Impact

Purchases of office furniture are appropriated through the Annual Operating Budget and Capital Improvement Program.

Staff/Board Recommending

Quincy White, Deputy City Manager
Marta Alvarez, Director of Purchasing and Contract Management

Attachments

Resolution & Contract - OfficeWise Furniture and Supply
Resolution & Contract - Tascosa Office Machines
Resolution & Contract - Built for Dreams
Bid Tabulation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12563 for office furniture, by and between the City of Lubbock and OfficeWise Furniture and Supply, 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:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-12563-OfficeWise Furniture and Supply
1.12.16

City of Lubbock, TX
Contract For
Office Furniture
ITB 16-12563-KK

THIS CONTRACT made and entered into this **28th** day of **January, 2016**, by and between the City of Lubbock ("City"), and **OfficeWise Furniture and Supply**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Office Furniture 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 Office Furniture.

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 specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Office Furniture specifically referred to as "Exhibit A" and more particularly described on the Bid Form submitted by the Contractor or in the specifications attached herein.

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. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. Non-Appropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by

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

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

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

13. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12563-KK, 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:

Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Tommy Sanson
Authorized Representative

TOMMY SANSOM
Print Name

1301 - 13th
Address

LUBBOCK, TX 79401
City, State, Zip Code

City of Lubbock
Purchasing & Contract Management
Office Furniture
ITB 16-12563-KK

1. SCOPE

It is the intent of these specifications to describe the minimum requirements for office furniture in sufficient detail to secure comparable bids. All products purchased under this contract shall be new and free of defects. Products that are classified as prototype or discontinued models are not acceptable. All parts and accessories catalogued as standard shall be included as part of this specification and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The furniture shall be under standard production by the manufacturer. Discount shall be stated off manufacture's retail price (MRP). The Price List and Manufacturer Furniture website must be attached and submitted with the bid. Orders will be placed on an as-needed basis.

2. DELIVERY AND INSTALLATION

2.1 Cost of inside delivery and installation shall be included with discounts to any City of Lubbock Office as directed by the City Purchasing Department at time of order.

2.2 Delivery shall be made within six (6) weeks from receipt of order during normal working hours only, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City designated holidays. (See Exhibit A – Ship To Locations and B – City Holidays).

2.3 All items shall be ready for use upon delivery and shall include complete assembly, set-up, and installation. Vendor shall quote a premium percentage for three (3) day delivery on items available in the local area if requested on purchase order.

2.4 Successful bidder must notify the Purchasing Department in writing at the time of order if order cannot be delivered within the six-week time frame. Consistent failure of vendor to meet delivery requirements without valid reason may cause removal of contract.

2.5 All delivery tickets shall reference the City of Lubbock purchase order number and the department to which order is charged, as directed by the Purchasing Department. Each delivery ticket shall be consistent with the purchase order and show all items placed on order, items delivered and items back-ordered. All back-ordered items shall be considered as "on order" unless deleted by the Purchasing Department. Successful vendor will keep the Purchasing Department informed in writing of expected delivery dates of back-ordered items.

3. BIDDERS RESPONSIBILITY

3.1 It shall be the responsibility of the supplier to see that all material delivered meets these requirements. Material which is found not to meet all of the requirements shall be removed by the supplier and replaced with acceptable materials, even though the deficient material has been delivered and accepted by City of Lubbock.

3.2 Each bidder shall be held to have examined the areas and premises under consideration and confirm he/she fully understands these specifications and the City's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

3.3 References shall be included with the bid. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

3.4 Bids must be submitted on the Bid Form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and City of Lubbock if accepted by the City Council of City of Lubbock, Texas.

3.5 It is the Contractor's responsibility to provide the City with up-to-date price lists and catalogs (electronic is preferred), and any necessary brochures, finish samples, fabric samples, seating samples or related materials at no charge during the entire contract period including renewals thereof.

4. CONTRACT TERM

4.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4.2 It shall be the vendors' responsibility to provide updated insurance as contract renews.

4.3 This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next highest percentage and best bidder as it deems to be in the best interest of the city.

4.4 City of Lubbock reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Lubbock reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications

4.5 Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

5. DISCOUNTS & INCREASES

5.1 All discounts shall remain firm against any decrease during the entire contract period including renewals thereof. In the event of any increase in the discount offered by the manufacturer, the City shall be notified promptly, within 30 days, and receive such increase. In the event of any decrease in list prices by the manufacturer, the City shall be notified promptly, within 30 days, and receive such decrease.

5.2 Contractor's responsibility to notify the City in advance of any anticipated price changes by the manufacturer. Requests for list price increases must be accompanied by bona-fide manufacturer's documentation reflecting the change. Increases shall be limited to the actual cost increase to the manufacturer. The City reserves the right to accept or reject the request for price increase.

6. BID AWARD

6.1 All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by **attachment as part of the bid**. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the

specifications of the invitation. City of Lubbock City Council reserves the right to accept any and all or none of the exception(s) / substitutions(s) deemed to be in the best interest of the City.

6.2 The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, representative response time, and the overall cost to City of Lubbock. City of Lubbock reserves the right to consider deviations from these specifications

6.3 Items supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

6.4 It is expressly understood and agreed that in case City of Lubbock should need any item(s) not available within the time frame needed from the successful vendor during the term of this Contract, City of Lubbock reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, City of Lubbock reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6.5 Orders will be placed on an as-needed basis. Delivery locations and products are subject to change during the term of the contract. On-line and credit card orders will receive the same discounts as purchase orders.

6.6 Funds for payment have been provided through the City of Lubbock budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lubbock fiscal year shall be subject to budget approval.

6.7 City of Lubbock reserves the right to return any item. No re-stocking fees will be charged to City of Lubbock regardless of the circumstances.

7. EXCEPTIONS TO THE CONTRACT

Not all items cataloged by the successful bidders will be purchased under the ensuing contract. Some office furniture, modular furniture, and file cabinets purchases will be made from other sources as allowed by law or regulation, for example, purchases from state contract vendors, Texas Industries for the Blind and Handicapped (TIBH) or Texas Correctional Industries (TCI). However, this provision shall not be used to circumvent the intent of the contract.

OFFICEWISE

BID FORM
Office Furniture
City of Lubbock, Texas
ITB No. 16-12563-KK

In compliance with the Invitation to Bid 16-12563-KK, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified. The Invitation to Bid 16-12563-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT OFF PRICE LIST	DELIVERY DAYS ARO**
1.	System Furniture	HON	$ 54 %	5 – 45
1.1	System Furniture	HERMAN MILLER	42 %	20-55
1.2	System Furniture	AIS	50 %	24-45
1.3	System Furniture	OFD	56 %	10-24
2.	Casegoods Furniture	HON	54 %	5-45
2.1	Casegoods Furniture	NATIONAL	54 %	24-45
2.2	Casegoods Furniture	INDIANA	47 %	30-45
2.3	Casegoods Furniture	DARRAN	47 %	30-45
3.	Seating	HON	54%	5-45
3.1	Seating	HERMAN MILLER	42%	20-55
3.2	Seating	NATIONAL	54%	24-45
3.3	Seating	ALLSEATING	40 %	24-45
4.	Files, Filing Systems, Storage Cabinets and Shelving	HON	54%	5-45
4.1	Files, Filing Systems, Storage Cabinets and Shelving	NATIONAL	54%	24-45
4.2	Files, Filing Systems, Storage Cabinets and Shelving	HERMAN MILLER	42 %	20-55
4.3	Files, Filing Systems, Storage Cabinets and Shelving	ALERA	42%	5- 24
5.	Folding Tables, Customer Chairs and other Misc. Furniture	HON	54%	5-45
5.1	Folding Tables, Customer Chairs and other Misc. Furniture	ALERA	42%	5-24
5.2	Folding Tables, Customer Chairs and other Misc. Furniture	ABCO	44 %	20-45
5.3	Folding Tables, Customer Chairs and other Misc. Furniture	CORRELL	40%	20-45

To list additional manufacturers, please use Attachment A – Bid Form Extension Sheet.
The Price List and Manufacturer Furniture website must be attached and submitted with the bid.

OFFICEWISE

Exceptions/Items not covered from Manufacturer's Product Line
(Attach a separate summary sheet if necessary)

N/A

Additional Services Pricing

Minimum Percentage Discount for all other Manufacturers not specifically bid 40 %

Fuel Surcharge (attach summary if not flat charge)$ N/A

Additional Charges and/or Exceptions
(Attach a separate summary sheet if necessary)

OPTION, NOT EXCEPTION: THE CITY OF LUBBOCK, AT IT'S OPTION, CAN ALSO PURCHASE THROUGH OFFICEWISE, ANY MANUFACTURER THAT HAS AN APPROVED NEGOTIAT STATE OR FEDERAL GOV'T PURCHASE CONTRACT WITH BOTH PARTIES OFFICEWISE, THE CITY OF LUBBOCK ADHERING TO THE TERMS AND CONDITIONS OF THOSE CONTRA

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****Days After Receipt of Order (ARO)**

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

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

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

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

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

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY OFFICEWISE a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: OFFICEWISE FURNITURE AND SUPPLY

Address: 1301 - 13th ST.

City: LUBBOCK State: TX Zip 79401

Bidder acknowledges receipt of the following addenda:

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

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

By X Tommy Sanson Date: 11-6-15

Authorized Representative - must sign by hand

Officer Name and Title: TOMMY SANSOM, EXECUTIVE VP & COO

Please Print

Business Telephone Number 806-766-8888 FAX: 806-766-8854

E-mail Address: tsansom@officewiseco.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual:_____

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.
City of Lubbock, TX

OFFICEWISE

Bidders Name: OFFICEWISE

BID FORM EXTENSION
ITB No. 16-12563-KK
ATTACHMENT A

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT OFF PRICE LIST	DELIVERY DAYS ARO**
HON	www.hon.com		S	
HERMAN	MILLER www.hermanmiller.com			
NATIONAL	www.nationalofficefurniture.com			
INDIANA	www.indianafurniture.com			
DARRAN	www.darran.com			
AIS	www.ais-inc.com			
ALLSEATING	www.allseating.com			

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. 12676 for office furniture, by and between the City of Lubbock and Tascosa Office Machines, 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:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-12676-Tascosa Office Machines 1.12.16

Contract 12676

City of Lubbock, TX
Contract For
Office Furniture
ITB 16-12563-KK

THIS CONTRACT made and entered into this **28th** day of **January, 2016**, by and between the City of Lubbock ("City"), and **Tascosa Office Machines**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Office Furniture 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 Office Furniture.

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 specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Office Furniture specifically referred to as "Exhibit A" and more particularly described on the Bid Form submitted by the Contractor or in the specifications attached herein.

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. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. Non-Appropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by

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

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

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

13. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12563-KK, 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:

_____
Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Kaytii Hardegree
Authorized Representative

Kaytii Hardegree
Print Name

1502 Ave Q
Address

Lubbock, TX 79401
City, State, Zip Code

City of Lubbock
Purchasing & Contract Management
Office Furniture
ITB 16-12563-KK

1. SCOPE

It is the intent of these specifications to describe the minimum requirements for office furniture in sufficient detail to secure comparable bids. All products purchased under this contract shall be new and free of defects. Products that are classified as prototype or discontinued models are not acceptable. All parts and accessories catalogued as standard shall be included as part of this specification and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The furniture shall be under standard production by the manufacturer. Discount shall be stated off manufacture's retail price (MRP). The Price List and Manufacturer Furniture website must be attached and submitted with the bid. Orders will be placed on an as-needed basis.

2. DELIVERY AND INSTALLATION

2.1 Cost of inside delivery and installation shall be included with discounts to any City of Lubbock Office as directed by the City Purchasing Department at time of order.

2.2 Delivery shall be made within six (6) weeks from receipt of order during normal working hours only, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City designated holidays. (See Exhibit A – Ship To Locations and B – City Holidays).

2.3 All items shall be ready for use upon delivery and shall include complete assembly, set-up, and installation. Vendor shall quote a premium percentage for three (3) day delivery on items available in the local area if requested on purchase order.

2.4 Successful bidder must notify the Purchasing Department in writing at the time of order if order cannot be delivered within the six-week time frame. Consistent failure of vendor to meet delivery requirements without valid reason may cause removal of contract.

2.5 All delivery tickets shall reference the City of Lubbock purchase order number and the department to which order is charged, as directed by the Purchasing Department. Each delivery ticket shall be consistent with the purchase order and show all items placed on order, items delivered and items back-ordered. All back-ordered items shall be considered as "on order" unless deleted by the Purchasing Department. Successful vendor will keep the Purchasing Department informed in writing of expected delivery dates of back-ordered items.

3. BIDDERS RESPONSIBILITY

3.1 It shall be the responsibility of the supplier to see that all material delivered meets these requirements. Material which is found not to meet all of the requirements shall be removed by the supplier and replaced with acceptable materials, even though the deficient material has been delivered and accepted by City of Lubbock.

3.2 Each bidder shall be held to have examined the areas and premises under consideration and confirm he/she fully understands these specifications and the City's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

3.3 References shall be included with the bid. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

3.4 Bids must be submitted on the Bid Form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and City of Lubbock if accepted by the City Council of City of Lubbock, Texas.

3.5 It is the Contractor's responsibility to provide the City with up-to-date price lists and catalogs (electronic is preferred), and any necessary brochures, finish samples, fabric samples, seating samples or related materials at no charge during the entire contract period including renewals thereof.

4. CONTRACT TERM

4.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4.2 It shall be the vendors' responsibility to provide updated insurance as contract renews.

4.3 This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next highest percentage and best bidder as it deems to be in the best interest of the city.

4.4 City of Lubbock reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Lubbock reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications

4.5 Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

5. DISCOUNTS & INCREASES

5.1 All discounts shall remain firm against any decrease during the entire contract period including renewals thereof. In the event of any increase in the discount offered by the manufacturer, the City shall be notified promptly, within 30 days, and receive such increase. In the event of any decrease in list prices by the manufacturer, the City shall be notified promptly, within 30 days, and receive such decrease.

5.2 Contractor's responsibility to notify the City in advance of any anticipated price changes by the manufacturer. Requests for list price increases must be accompanied by bona-fide manufacturer's documentation reflecting the change. Increases shall be limited to the actual cost increase to the manufacturer. The City reserves the right to accept or reject the request for price increase.

6. BID AWARD

6.1 All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by **attachment as part of the bid**. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the

specifications of the invitation. City of Lubbock City Council reserves the right to accept any and all or none of the exception(s) / substitutions(s) deemed to be in the best interest of the City.

6.2 The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, representative response time, and the overall cost to City of Lubbock. City of Lubbock reserves the right to consider deviations from these specifications

6.3 Items supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

6.4 It is expressly understood and agreed that in case City of Lubbock should need any item(s) not available within the time frame needed from the successful vendor during the term of this Contract, City of Lubbock reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, City of Lubbock reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6.5 Orders will be placed on an as-needed basis. Delivery locations and products are subject to change during the term of the contract. On-line and credit card orders will receive the same discounts as purchase orders.

6.6 Funds for payment have been provided through the City of Lubbock budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lubbock fiscal year shall be subject to budget approval.

6.7 City of Lubbock reserves the right to return any item. No re-stocking fees will be charged to City of Lubbock regardless of the circumstances.

7. EXCEPTIONS TO THE CONTRACT

Not all items cataloged by the successful bidders will be purchased under the ensuing contract. Some office furniture, modular furniture, and file cabinets purchases will be made from other sources as allowed by law or regulation, for example, purchases from state contract vendors, Texas Industries for the Blind and Handicapped (TIBH) or Texas Correctional Industries (TCI). However, this provision shall not be used to circumvent the intent of the contract.

BID FORM
Office Furniture
City of Lubbock, Texas
ITB No. 16-12563-KK

In compliance with the Invitation to Bid 16-12563-KK, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified. The Invitation to Bid 16-12563-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT OFF PRICE LIST	DELIVERY DAYS ARO**
1.	System Furniture	HON	$ 50 %	5
1.1	System Furniture	Performance	50 %	14
1.2	System Furniture	Alera	50 %	5
1.3	System Furniture	National	35 %	5
2.	Casegoods Furniture	HON	50 %	5
2.1	Casegoods Furniture	Performance	50 %	14
2.2	Casegoods Furniture	Alera	50 %	5
2.3	Casegoods Furniture	National	35 %	5
3.	Seating	HON	50 %	5
3.1	Seating	Performance	50 %	14
3.2	Seating	Alera	50 %	5
3.3	Seating	National	35 %	5
4.	Files, Filing Systems, Storage Cabinets and Shelving	HON	50 %	5
4.1	Files, Filing Systems, Storage Cabinets and Shelving	Performance	50 %	14
4.2	Files, Filing Systems, Storage Cabinets and Shelving	Alera	50 %	5
4.3	Files, Filing Systems, Storage Cabinets and Shelving	National	35 %	5
5.	Folding Tables, Customer Chairs and other Misc. Furniture	HON	50 %	5
5.1	Folding Tables, Customer Chairs and other Misc. Furniture	Performance	50 %	14
5.2	Folding Tables, Customer Chairs and other Misc. Furniture	Alera	50 %	5
5.3	Folding Tables, Customer Chairs and other Misc. Furniture	National	35 %	5

To list additional manufacturers, please use Attachment A – Bid Form Extension Sheet.
The Price List and Manufacturer Furniture website must be attached and submitted with the bid.

Exceptions/Items not covered from Manufacturer's Product Line
(Attach a separate summary sheet if necessary)

Additional Services Pricing

Minimum Percentage Discount for all other Manufacturers not specifically bid 50 %

Fuel Surcharge (attach summary if not flat charge)$ 0.00

Additional Charges and/or Exceptions
(Attach a separate summary sheet if necessary)

See attached

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****Days After Receipt of Order (ARO)**

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

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

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

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

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

Exceptions/Additional Charges

- If item ordered is not in stock at our local warehouse and has to be ordered from another warehouse, customer will be charged for the freight. Customer will be notified first to accept or decline order. Customer will have the option to wait until local warehouse is restocked in order to avoid freight charge.

- Standard items that are in stock will be delivered to customer within 5 days of receipt of order, excluding Performance brand. If items are not in stock or on back order, Tascosa will inform the customer of the expected delivery time before placing the order.

- Standard items can be returned within 30 days of delivery

- Performance brand items cannot be returned unless furniture is received damaged or does not meet specifications requested.

- Special order items cannot be returned, unless received damaged or does not meet specifications requested. Customer will be notified of special order items upon order placed.

- Any furniture item received damaged or does not meet specifications will not be charged to the customer

- If items are to be delivered outside of the city limits, customer will be charged according to additional time and freight.

Tascosa Office Machines

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Tascosa Office Machines a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Tascosa Office Machines

Address: 1502 Ave Q

City: Lubbock State: TX Zip 79401

Bidder acknowledges receipt of the following addenda:

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

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

By Richard King Date: 11-5-2015
Authorized Representative - must sign by hand

Officer Name and Title: Richard King Vice President
Please Print

Business Telephone Number 806-747-1667 FAX: 806-747-6514

E-mail Address: rking@ytom.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.
City of Lubbock, TX

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. 12665 for office furniture, by and between the City of Lubbock and Built for Dreams, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-12665-Built for Dreams, Inc
1.12.16

Contract 12665

City of Lubbock, TX
Contract For
Office Furniture
ITB 16-12563-KK

THIS CONTRACT made and entered into this **28th** day of **January, 2016**, by and between the City of Lubbock ("City"), and **Built for Dreams, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Office Furniture 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 Office Furniture.

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 specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Office Furniture specifically referred to as "Exhibit A" and more particularly described on the Bid Form submitted by the Contractor or in the specifications attached herein.

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. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. Non-Appropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by

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

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

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

13. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12563-KK, 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:

Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY Alisha Gregg
Authorized Representative

Alisha Gregg
Print Name

3416 Joliet Ave.
Address

Lubbock TX 79413
City, State, Zip Code

City of Lubbock
Purchasing & Contract Management
Office Furniture
ITB 16-12563-KK

1. SCOPE

It is the intent of these specifications to describe the minimum requirements for office furniture in sufficient detail to secure comparable bids. All products purchased under this contract shall be new and free of defects. Products that are classified as prototype or discontinued models are not acceptable. All parts and accessories catalogued as standard shall be included as part of this specification and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The furniture shall be under standard production by the manufacturer. Discount shall be stated off manufacture's retail price (MRP). The Price List and Manufacturer Furniture website must be attached and submitted with the bid. Orders will be placed on an as-needed basis.

2. DELIVERY AND INSTALLATION

2.1 Cost of inside delivery and installation shall be included with discounts to any City of Lubbock Office as directed by the City Purchasing Department at time of order.

2.2 Delivery shall be made within six (6) weeks from receipt of order during normal working hours only, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City designated holidays. (See Exhibit A – Ship To Locations and B – City Holidays).

2.3 All items shall be ready for use upon delivery and shall include complete assembly, set-up, and installation. Vendor shall quote a premium percentage for three (3) day delivery on items available in the local area if requested on purchase order.

2.4 Successful bidder must notify the Purchasing Department in writing at the time of order if order cannot be delivered within the six-week time frame. Consistent failure of vendor to meet delivery requirements without valid reason may cause removal of contract.

2.5 All delivery tickets shall reference the City of Lubbock purchase order number and the department to which order is charged, as directed by the Purchasing Department. Each delivery ticket shall be consistent with the purchase order and show all items placed on order, items delivered and items back-ordered. All back-ordered items shall be considered as "on order" unless deleted by the Purchasing Department. Successful vendor will keep the Purchasing Department informed in writing of expected delivery dates of back-ordered items.

3. BIDDERS RESPONSIBILITY

3.1 It shall be the responsibility of the supplier to see that all material delivered meets these requirements. Material which is found not to meet all of the requirements shall be removed by the supplier and replaced with acceptable materials, even though the deficient material has been delivered and accepted by City of Lubbock.

3.2 Each bidder shall be held to have examined the areas and premises under consideration and confirm he/she fully understands these specifications and the City's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

3.3 References shall be included with the bid. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

3.4 Bids must be submitted on the Bid Form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and City of Lubbock if accepted by the City Council of City of Lubbock, Texas.

3.5 It is the Contractor's responsibility to provide the City with up-to-date price lists and catalogs (electronic is preferred), and any necessary brochures, finish samples, fabric samples, seating samples or related materials at no charge during the entire contract period including renewals thereof.

4. CONTRACT TERM

4.1 The contract shall be for a term of one (1) year, with the option of four (4), one (1) year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4.2 It shall be the vendors' responsibility to provide updated insurance as contract renews.

4.3 This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next highest percentage and best bidder as it deems to be in the best interest of the city.

4.4 City of Lubbock reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Lubbock reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications

4.5 Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

5. DISCOUNTS & INCREASES

5.1 All discounts shall remain firm against any decrease during the entire contract period including renewals thereof. In the event of any increase in the discount offered by the manufacturer, the City shall be notified promptly, within 30 days, and receive such increase. In the event of any decrease in list prices by the manufacturer, the City shall be notified promptly, within 30 days, and receive such decrease.

5.2 Contractor's responsibility to notify the City in advance of any anticipated price changes by the manufacturer. Requests for list price increases must be accompanied by bona-fide manufacturer's documentation reflecting the change. Increases shall be limited to the actual cost increase to the manufacturer. The City reserves the right to accept or reject the request for price increase.

6. BID AWARD

6.1 All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by **attachment as part of the bid**. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the

specifications of the invitation. City of Lubbock City Council reserves the right to accept any and all or none of the exception(s) / substitutions(s) deemed to be in the best interest of the City.

6.2 The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, representative response time, and the overall cost to City of Lubbock. City of Lubbock reserves the right to consider deviations from these specifications

6.3 Items supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

6.4 It is expressly understood and agreed that in case City of Lubbock should need any item(s) not available within the time frame needed from the successful vendor during the term of this Contract, City of Lubbock reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, City of Lubbock reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6.5 Orders will be placed on an as-needed basis. Delivery locations and products are subject to change during the term of the contract. On-line and credit card orders will receive the same discounts as purchase orders.

6.6 Funds for payment have been provided through the City of Lubbock budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lubbock fiscal year shall be subject to budget approval.

6.7 City of Lubbock reserves the right to return any item. No re-stocking fees will be charged to City of Lubbock regardless of the circumstances.

7. EXCEPTIONS TO THE CONTRACT

Not all items cataloged by the successful bidders will be purchased under the ensuing contract. Some office furniture, modular furniture, and file cabinets purchases will be made from other sources as allowed by law or regulation, for example, purchases from state contract vendors, Texas Industries for the Blind and Handicapped (TIBH) or Texas Correctional Industries (TCI). However, this provision shall not be used to circumvent the intent of the contract.

BID FORM
Office Furniture
City of Lubbock, Texas
ITB No. 16-12563-KK

In compliance with the **Invitation to Bid 16-12563-KK**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified. The Invitation to Bid **16-12563-KK** is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT OFF PRICE LIST	DELIVERY DAYS ARO**
1.	System Furniture	Haworth Compose	$ 48 %	28 - 42
1.1	System Furniture	Haworth Unigroup	48 %	28 - 42
1.2	System Furniture	AIS Divi	55 %	14 - 28
1.3	System Furniture	OFD	50%	14
2.	Casegoods Furniture	Group Lacasse	40%	28 - 42
2.1	Casegoods Furniture	AIS	60%	14 - 28
2.2	Casegoods Furniture	JSI	48 %	28 - 42
2.3	Casegoods Furniture	OFD	45%	14 - 28
3.	Seating	United Chair	43%	28 - 42
3.1	Seating	Sit - On - it	46%	14 - 28
3.2	Seating	Eurotech	46%	14 - 28
3.3	Seating	Haworth	50%	28 - 42
4.	Files, Filing Systems, Storage Cabinets and Shelving	Haworth	48 %	28 - 42
4.1	Files, Filing Systems, Storage Cabinets and Shelving	Great Openings	45 %	14 - 28
4.2	Files, Filing Systems, Storage Cabinets and Shelving	HON	50 %	14 - 28
4.3	Files, Filing Systems, Storage Cabinets and Shelving	Phoenix	45%	14 - 25
5.	Folding Tables, Customer Chairs and other Misc. Furniture	OFD	50 %	14 - 28
5.1	Folding Tables, Customer Chairs and other Misc. Furniture	KFI	48 %	14 - 28
5.2	Folding Tables, Customer Chairs and other Misc. Furniture	ESI	40%	14 - 28
5.3	Folding Tables, Customer Chairs and other Misc. Furniture	NO Bid	NO Bid	NO Bid

To list additional manufacturers, please use Attachment A – Bid Form Extension Sheet.
The Price List and Manufacturer Furniture website must be attached and submitted with the bid.

Bidders Name: Built for Dreams

BID FORM EXTENSION
ITB No. 16-12563-KK
ATTACHMENT A

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT OFF PRICE LIST	DELIVERY DAYS ARO**
1.4	Systems Furniture	OFD	$ over $25,000 list 10%	14
1.5	Systems Furniture	Group Lacasse	45%	28-42
3.4	Seating	OFD	50%	14-28
4.4	Files, Storage, Shelving	FireKing	40%	14-28

Exceptions/Items not covered from Manufacturer's Product Line
(Attach a separate summary sheet if necessary)

Manufacturer Small Order Fees, Special Handling, Expedited Freight, Rush Order Fees, COM Customers Own Material) and Custom Finish Match Charges or Custom Specified Product may ~~incur~~ extend additional charges to stated discount pricing.

Additional Services Pricing

Minimum Percentage Discount for all other Manufacturers not specifically bid 35 %

Fuel Surcharge (attach summary if not flat charge)$ 0%

Additional Charges and/or Exceptions
(Attach a separate summary sheet if necessary)

Storage for more than 15 days will be quoted/invoiced based on volume of product to be stored.
Credit card payment not accepted

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

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

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

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

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

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO X Other Purchasing Contracts all set up for these agencies (TXMAS, etc.)

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Built for Dreams, Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or individual trading as N/A of the City of Lubbock

Firm: Built for Dreams, Inc.

Address: 3416 Joliet Ave.

City: Lubbock State: TX Zip 79413

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11.4.15
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

By Alisha Gregg Date: 11.10.15
Authorized Representative - must sign by hand

Officer Name and Title: Alisha Gregg, President
Please Print

Business Telephone Number 806.771.6806 FAX: 806.687.9187

E-mail Address: (contract) agregg@builtfordreams.com (orders) mpraat@builtfordreams.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.
City of Lubbock, TX

City of Lubbock Texas
Purchasing and Contract Management
January 28, 2016

ITB 16-12563-KK
Office Furniture - Delivery and Installation

Exhibit A

Item	Description/Vendor	Location	Manufacturer	Percent Discount
1	**System Furniture**			
	OfficeWise Furniture and Supply	**Lubbock, TX**	**OFD**	**56%**
	Built for Dreams, Inc.	**Lubbock, TX**	**AIS Divi**	**55%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**HON**	**54%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**AIS**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Alera**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Performance**	**50%**
	Built for Dreams, Inc.	**Lubbock, TX**	**National**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**HON**	**50%**
	Built for Dreams, Inc.	Lubbock, TX	Hawthorne Compose	48%
	Built for Dreams, Inc.	Lubbock, TX	Hawthorne Unigroup	48%
	OfficeWise Furniture and Supply	Lubbock, TX	Herman Miller	42%
	Furniture by William Webb	Carrollton, TX	HON	40%
	Tascosa Office Machines	Lubbock, TX	National	35%
2	**Casegoods Furniture**			
	Built for Dreams, Inc.	**Lubbock, TX**	**AIS**	**60%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**HON**	**54%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**National**	**54%**
	Tascosa Office Machines	**Lubbock, TX**	**HON**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Performance**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Alera**	**50%**
	Built for Dreams, Inc.	Lubbock, TX	JSI	48%
	OfficeWise Furniture and Supply	Lubbock, TX	Indiana	47%
	OfficeWise Furniture and Supply	Lubbock, TX	Darran	47%
	Built for Dreams, Inc.	Lubbock, TX	OFD	45%
	Built for Dreams, Inc.	Lubbock, TX	Group Lacasse	40%
	Tascosa Office Machines	Lubbock, TX	National	35%
3	**Seating**			
	OfficeWise Furniture and Supply	**Lubbock, TX**	**HON**	**54%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**National**	**54%**
	Tascosa Office Machines	**Lubbock, TX**	**HON**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Performance**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Alera**	**50%**
	Built for Dreams, Inc.	**Lubbock, TX**	**Haworth**	**50%**
	Built for Dreams, Inc.	Lubbock, TX	Sit-on-it	46%
	Built for Dreams, Inc.	Lubbock, TX	Eurotech	46%
	Seating, Inc.	Nunda, NY	Seating Inc.	45%
	Built for Dreams, Inc.	Lubbock, TX	United Chair	43%
	OfficeWise Furniture and Supply	Lubbock, TX	Herman Miller	42%
	Furniture by William Webb	Carrollton,TX	NDI Dist	40%
	Furniture by William Webb	Carrollton,TX	Eurotech	40%
	OfficeWise Furniture & Supply	Lubbock, TX	All Seating	40%
	Tascosa Office Machines	Lubbock, TX	National	35%
4	**Files, Filing Systems, Storage Cabinets and Shelving**			
	OfficeWise Furniture and Supply	**Lubbock, TX**	**HON**	**54%**
	OfficeWise Furniture and Supply	**Lubbock, TX**	**National**	**54%**
	Tascosa Office Machines	**Lubbock, TX**	**HON**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Performance**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Alera**	**50%**
	Built for Dreams, Inc.	**Lubbock, TX**	**HON**	**50%**
	Built for Dreams, Inc.	Lubbock, TX	Haworth	48%
	Built for Dreams, Inc.	Lubbock, TX	Great Openings	45%

City of Lubbock Texas
Purchasing and Contract Management
January 28, 2016

Item	Description/Vendor	Location	Manufacturer	Percent Discount
	Built for Dreams, Inc.	Lubbock, TX	Phoenix	45%
	OfficeWise Furniture and Supply	Lubbock, TX	Herman Miller	42%
	OfficeWise Furniture and Supply	Lubbock, TX	Alera	42%
	Furniture by William Webb	Carrollton, TX	NDI Dist	40%
	Tascosa Office Machines	Lubbock, TX	National	35%
5	**Folding Tables, Customer Chairs and other Misc. Furniture**			
	OfficeWise Furniture and Supply	**Lubbock, TX**	**HON**	**54%**
	Tascosa Office Machines	**Lubbock, TX**	**HON**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Performance**	**50%**
	Tascosa Office Machines	**Lubbock, TX**	**Alera**	**50%**
	Built for Dreams, Inc.	**Lubbock,TX**	**OFD**	**50%**
	Built for Dreams, Inc.	Lubbock,TX	KFI	48%
	OfficeWise Furniture and Supply	Lubbock, TX	ABCO	44%
	OfficeWise Furniture and Supply	Lubbock, TX	Alera	42%
	OfficeWise Furniture and Supply	Lubbock, TX	Correll	40%
	Built for Dreams, Inc.	Lubbock,TX	ESI	40%
	Furniture by William Webb	Carrollton, TX	NDI Dist	40%
	Tascosa Office Machines	Lubbock, TX	National	35%
	Not Quoted as Specified			
	Office Depot, Inc.	Boca Raton, FL		

Regular City Council Meeting **5. 22.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Economic Development: Consider a resolution to approve a program or expenditure of the Lubbock Economic Development Alliance to be provided to Monsanto Company pursuant to Section 501.073 of the Texas Local Government Code.

Item Summary

Monsanto, one of the world's largest sustainable agriculture companies, is expanding their Lubbock operations to include a new cotton seed processing facility. The company will invest $140 million into the building and equipping the new 500,000 square foot state-of-the-art facility. This is the largest capital investment project announced since LEDA's inception in 2004.

The new facility, located on 150 acres in North Lubbock along Interstate 27, will be established as Monsanto's primary U.S. hub for all cotton seed processing operations, which includes cleaning, treating and gabbing of its Deltapine brand cotton seed. Monsanto is set to break ground in March and anticipates being operational by the summer of 2017.

Monsanto is also creating 40 new full-time jobs and 15-25 new part-time jobs that will operate out of the facility. The full-time positions include managers and technicians with annual average salaries of $55,000.

Fiscal Impact

The City will provide grants to Monsanto conditioned upon Monsanto’s performance of certain job creation and capital investment milestones as expressly stated under the agreement’s terms and conditions.

Staff/Board Recommending

Quincy White, Deputy City Manager
Lubbock Economic Development Alliance

Attachments

Resolution - Monsanto Company

Exhibit A - Monsanto

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE**:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Monsanto Company is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

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:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. LEDA Expenditure – Monsanto Company
January 14, 2016

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

LEDA Project
Presented to City Council
January 28, 2016

Project Pepsi

Monsanto, one of the world's largest sustainable agriculture companies, is expanding their Lubbock operations to include a new cotton seed processing facility. The company will invest $140 million into the building and equipping the new 500,000 square foot state-of-the-art facility. This is the largest capital investment project announced since LEDA's inception in 2004.

The new facility, located on 150 acres in North Lubbock along Interstate 27, will be established as Monsanto's primary U.S. hub for all cotton seed processing operations, which includes cleaning, treating and gabbing of its Deltapine brand cotton seed. Monsanto is set to break ground in March and anticipates being operational by the summer of 2017.

Monsanto is also creating 40 new full-time jobs and 15-25 new part-time jobs that will operate out of the facility. The full-time positions include managers and technicians with annual average salaries of $55,000.

The Lubbock Economic Development Alliance Board of Directors has voted to incent Monsanto for the construction of the new facility, to be located within the Lubbock city limits, and provide grants for job creation and capital investment potentially totaling $1,920,000 with payments expressly made under certain terms and conditions as earned over time.

Annual economic impacts of the business once fully operational on Lubbock County include a total earnings impact* of $3,941,586 and a total value added impact (change in Lubbock County's Gross Regional Product) of $11,200,035.

- This employment creates an additional 59 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 99 jobs.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is $3,265,561.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $5,958,777.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County.

Wells Fargo Center ★ 1500 Broadway, 6th Floor ★ Lubbock, Texas 79401
Phone 806.749.4500 ★ Toll Free 800.687.5330 ★ Fax 806.749.4501 ★ www.lubbockeda.org

Regular City Council Meeting **5. 23.**

Meeting Date: 01/28/2016

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims , by and between the City of Lubbock, Texas and Prime Time Investments, LLC.

Item Summary

Settlement agreement arises out of claims related to property damage allegedly caused by an electric outage occurring on or about January 19, 2015.

Fiscal Impact

None.

Staff/Board Recommending

Leisa Hutcheson, Director of Human Resources and Risk Management

Attachments

Resolution - Ramar

Settlement Agreement - Ramar

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Compromise Settlement Agreement and Release of all Claims (the "Settlement Agreement"), by and between the City of Lubbock, Texas and Prime Time Investments, LLC, said Settlement Agreement being attached hereto and incorporated herein as though set forth fully herein in detail, and any documents related thereto.

Passed by the City Council of the City of Lubbock this ____ day of January, 2016.

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources and Risk Management

APPROVED AS TO FORM:

_____
Richard Casner, General Counsel
Lubbock Power & Light

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Compromise Settlement Agreement and Release of All Claims (the "Settlement Agreement") is entered into between the City of Lubbock, Texas (the "City) and Prime Time Investments, LLC, a Delaware limited liability company (the "Claimant").

RECITALS

WHEREAS, on or about January 19, 2015, Lubbock Power & Light, the City's municipally owned electric utility, was performing work related to electric transmission and distribution infrastructure, wherein an electric outage occurred (the "Activities"); and

WHEREAS, the Claimant alleges that the Activities caused certain damage (the "Damage") to the Claimant, including, without limitation, Claimant's property and other operations; and

WHEREAS, the City denies any liability to the Claimant for any claim or cause of action, including the Damage, but is willing to settle all claims to avoid the inconveniences, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration, releases and indemnities set forth below.

1. IN CONSIDERATION of the payment by the City to the Claimant, of the sum of Fifty Thousand and No/100 Dollars ($50,000.00), receipt and sufficiency of which is hereby acknowledged, Claimant does hereto enter into this Settlement Agreement and does hereby release, acquit and forever discharge the City, and its respective predecessors, successors, assigns, owners, City Council, Electric Utility Board Members, managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (collectively, the "Releasees"), of and from any and all liability, claims, demands, damages, attorneys' fees, costs,

liens, whether statutorily provided or otherwise, expenses, services, actions, causes of action, or suits in equity, for whatsoever kind of nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, for or because of any matter or thing done, admitted or suffered as a result of the Activities, including without limitation, the Damage.

2. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising out of, related to, or occurring due to, the Activities, including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimant hereby declares that it fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated consideration for the purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconveniences above mentioned, and the providing of the indemnities set forth below.

3. This Settlement Agreement may be plead as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. Claimant agrees that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.

4. Claimant agrees that the damages suffered by the Releasees or other entities protected by this Settlement Agreement by reason of any breach of any provisions of this Settlement Agreement shall include not only the amount of any judgment that may be rendered against said Releasees, or any of them, by reason of a breach of this Settlement Agreement, but shall also include all damages suffered by them, including the cost of attorneys' fees and other costs and expenses of instituting, preparing, prosecuting, or defending any action or suit resulting from a breach of this Settlement Agreement, whether taxable or otherwise, and the costs to them of attorneys' fees, and all other costs and expenses of instituting, preparing, or prosecuting any counterclaim, suit, motion, or action to recover damages resulting from the breach of this Settlement Agreement, whether taxable or otherwise.

5. Claimant hereby represents and warrants to the City that (i) all actions necessary to authorize the execution of this Settlement Agreement by Claimant have been validly taken by Claimant and that the party executing this Settlement Agreement for and on behalf of the Claimant has the authority to execute this Settlement Agreement and bind Claimant to all terms and provisions hereof; (ii) it solely owns any and all of the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement (the "Claimed Rights"), free and clear of any liens, rights or claims of subrogation or any other third party right or claim, and that it has not received any insurance proceeds related to, or transferred, conveyed, pledged, assigned or made any other disposition of, the Claimed Rights; and (iii) it is duly authorized to conduct business in the State of Texas and that this Settlement Agreement is valid and enforceable against Claimant in accordance with the terms hereof. **CLAIMANT SHALL AND DOES HEREBY INDEMNIFY AND SAVE HARMLESS, THE RELEASEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT**

LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, RELATED TO THE PERFORMANCE OR OMISSIONS UNDER THIS SETTLEMENT AGREEMENT, AND/OR BREACH OF ANY OF THE TERMS AND PROVISIONS OF THIS SETTLEMENT AGREEMENT, INCLUDING WITHOUT LIMITATION, THE REPRESENTATIONS AND WARRANTIES HEREOF.

6. The terms of this Agreement shall inure to the benefit of, and be binding upon, the Claimant, Releasees and their legal representatives, successors and assigns.

7. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

8. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.

9. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.

10. This Settlement Agreement has been and shall be construed to have been drafted by all the parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

11. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.

12. Claimant has consulted with whatever consultants, attorneys or other advisors it deems appropriate concerning the effect of this Settlement Agreement and Claimant assumes the risk arising from not seeking further or additional consultation with such advisors.

13. Claimant assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any rights released by this Settlement Agreement.

14. Claimant, by entering into this Settlement Agreement, acknowledges that this settlement is a compromise of a disputed claim as to the liability of the Releasees for the Claimant's injuries and damages, if any, and the consideration made herein is not to be construed as an admission of liability on the part of the Releasees. It is understood that the existence of any liability or wrongdoing has been, and continues to be, expressly denied by the Releasees.

15. Each party to this Settlement Agreement acknowledges and agrees that they have obtained legal representation and advice as they have deemed appropriate in entering into this Settlement Agreement.

16. Claimant represents that this Settlement Agreement, including the foregoing release, has been carefully read and Claimant understands the contents thereof and has signed the same as its own free act and has not been influenced in making this settlement by any representative of a party or parties released.

17. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that this Settlement Agreement shall be governed by the laws of the State of Texas.

18. This Settlement Agreement shall be null and void and of no force and effect unless its execution is approved by the Electric Utility Board and the City Council of the City on or before January 29, 2016.

EXECUTED and effective this _____ day of _____, 2016.

PRIME TIME INVESTMENTS, LLC, a Delaware limited liability company

By: /Keith Kerr

Name: Keith Kerr

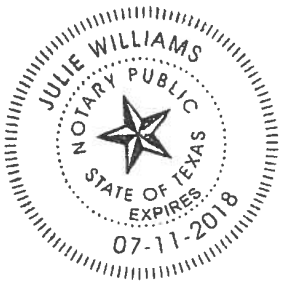
Title: CFO

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared Keith Kerr, CFO of Prime Time Investments LLC,, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 15th day of January, 2016.



Julie Williams

Notary Public, in and for the State of Texas

CITY OF LUBBOCK

_____

Glen C. Robertson, Mayor
City Of Lubbock

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources and Risk Management

APPROVED AS TO FORM:

_____
Richard Casner, General Counsel
Lubbock Power & Light

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared Glen C. Robertson, Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this ____day of _____, 2016.

_____
Notary Public, in and for the State of Texas

CITY OF LUBBOCK, acting by and through Lubbock Power & Light

David McCalla, Director of Electric Utilities

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Richard Casner, General Counsel

STATE OF TEXAS §

COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared David McCalla, in his capacity of Director of Electric Utilities for Lubbock Power & Light, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 22nd day of January, 2016.

LAINEY CASTLEBERRY
Notary Public, State of Texas
My Commission Expires 06-20-2017

Notary Public, in and for the State of Texas

City of
Lubbock
TEXAS

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0003 for Zone Case 3049-D, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use to R-2 Specific Use on 14.08 acres of unplatted land out of Block E, Section 10, 10007 and 10009 Avenue U and 10007 Avenue T.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
The request is for approximately 14 acres of land for duplexes with reduced setbacks.

Adjacent land uses:
The property is surrounded by mostly residential properties, north, south and west, with vacant land to the east.

Comprehensive Land Use Plan (CLUP):
The CLUP does not specify locations for R-2, but rather considers it as low density residential like single family. Multiple housing types should be incorporated throughout the city.

Zoning Policy:
The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on the thoroughfare system.

Recommendations:
Staff recommends the case for approval with the following conditions:
That the lots shall have reduced setbacks as follows:
a. 20-foot front setback;
b. 5-foot front setbacks for cul-de-sacs; and
c. 5-foot side setback on corner lots.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote with the following conditions:
That the lots shall have reduced setbacks as follows:
a. 20-foot front setback;
b. 5-foot front setbacks for cul-de-sacs; and
c. 5-foot side setback on corner lots.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3049 - D

Maps & Documents - Zone Case 3049 - D

Map 2 - Zone Case 3049 - D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3049-D;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **R-2 SPECIFIC USE** FOR **REDUCED SETBACKS** ON **14.08 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 10,** 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. 3049-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-2 Specific Use** for **reduced setbacks** on **14.08 acres of unplatted land out of Block E, Section 10,** City of Lubbock, Lubbock County, Texas, located at **10007 and 10009 Avenue U and 10007 Avenue T,** 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 lots shall have reduced setbacks as follows:**
   a. **20 foot front setback;**
   b. **5 foot front setback for cul-de-sac lots; and**
   c. **5 foot side setback for corner lots.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** 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 **10007 and 10009 Avenue U and 10007 Avenue T**, 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

vw/CityAtt/Justin/Zones/ZC3049-D
December 1, 2015

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 14.08 acre tract of land located in Section 10, Block E, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point which bears S01°56'19"W, approximately 1011.72 feet and N88°13'56"W, approximately 2642.03 feet from the Northeast corner of Section 10, Block E, Lubbock County, Texas;

THENCE S88°13'34"E, an approximate distance of 1454.02 feet;

THENCE S87°20'49"E, an approximate distance of 546.92 feet;

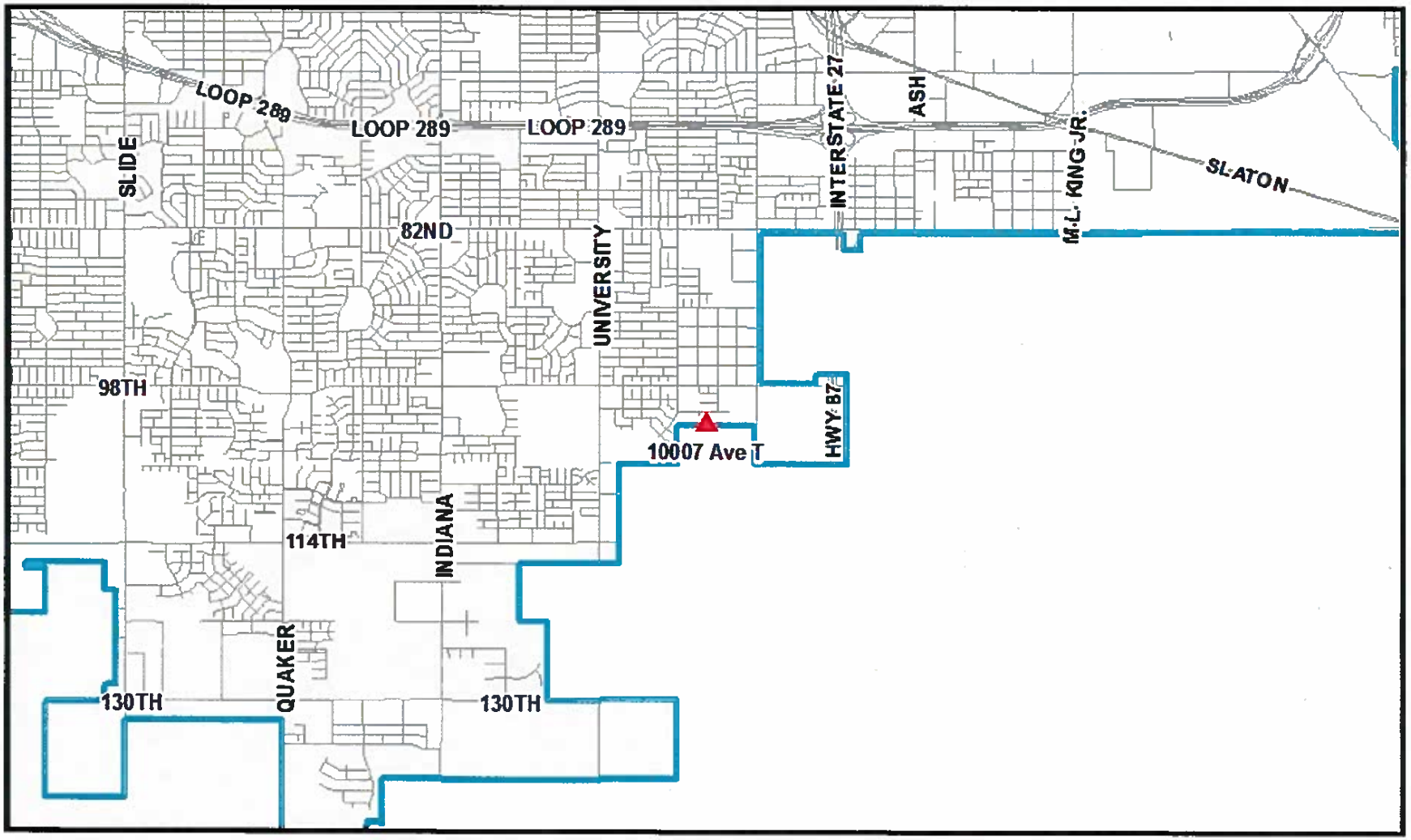
THENCE S01°46'26"W, an approximate distance of 299.40 feet;

THENCE N88°13'03"W, an approximate distance of 2001.75 feet;

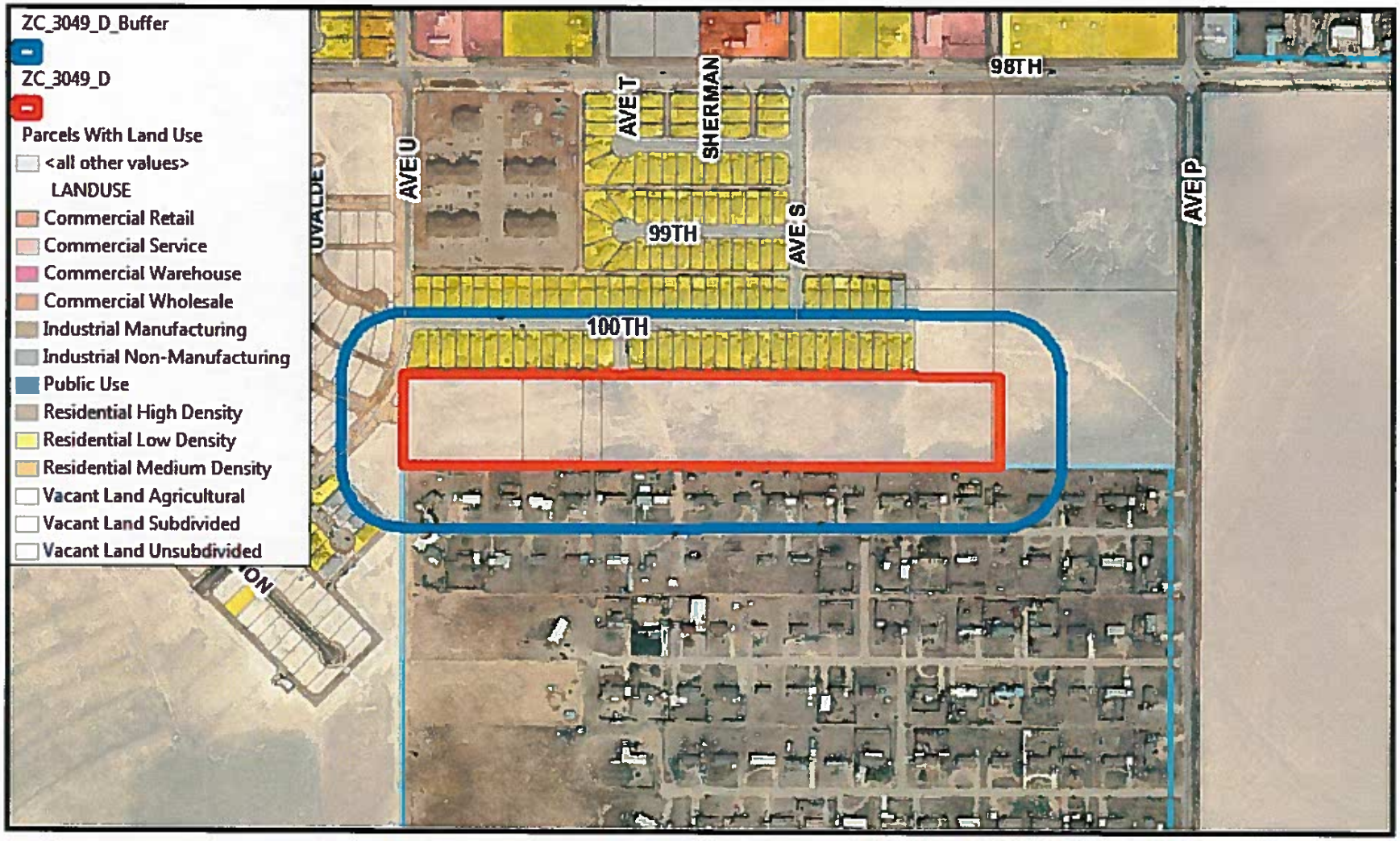
THENCE N01°56'19"E, an approximate distance of 307.49 feet to the Point of Beginning and containing approximately 14.08 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forrest
October 12, 2015

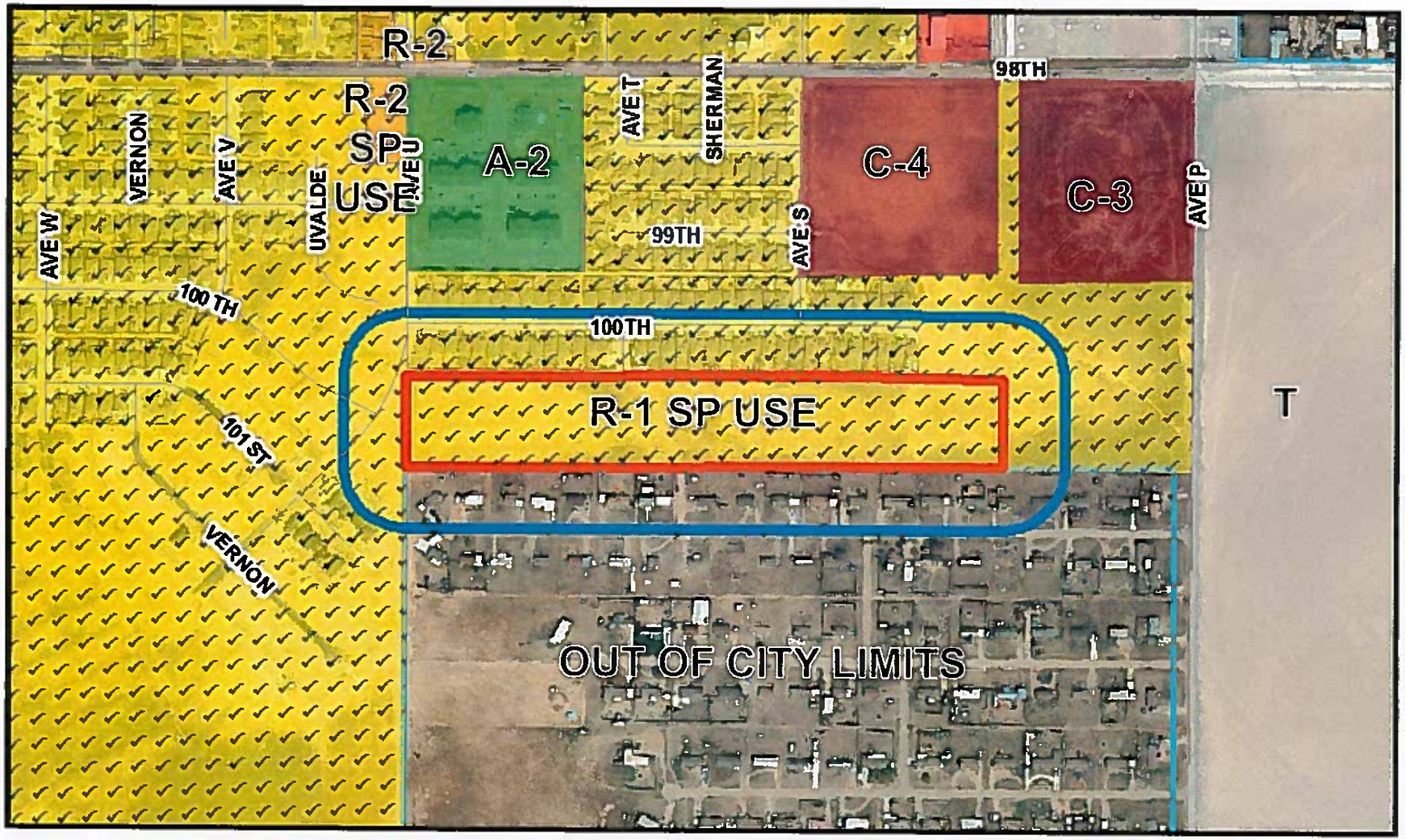


P.Z.C. Case 3049-D



P.Z.C. Case 3049-D

Continued request of AMD Engineering, LLC. (for Wooded Forest) for a zoning change from R-1 Specific Use to R-2 Specific Use, 10007 and 10009 Avenue U and 10007 Avenue T



P.Z.C. Case 3049-D Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For Wooded Forest

3410 98th Street, Ste. 4 – Box 353
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 548-2070
Telephone

Location or Address: Uplatted area between 100th Street and County Road 7220 east of Avenue "U"

Legal Description:* See attached metes and bounds description of 14.08-acre tract

Existing Land Use: Vacant / ag **Existing Zoning:** R1 Specific Use

Acreage or Square Footage of Property: 14.08 acres

Zoning Requested: R-2 Specific Use for duplex lots with reduced side setbacks to 5' for corner lots and front setbacks to 20'.

Proposed Development: Duplexes Residential

If property is not subdivided, will preliminary plat be submitted? Yes x No

Applicant's Signature

October 12, 2015
Date

Filing Fee: $514
($475.00 for the first acre; $3.00 for each additional acre)

***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

M1+B map 40

Zone Case No.: 3049-D **Agenda No.:**

Request for zoning change from: R-1 SU **To:** R-2 SU

on 14.08 acres of unplatted land out of Block E, Section 10

on Lot(s) — , **Block(s)** — ,

— **Addition** **(Address:** 10007 and 10009 Ave U).
+ 10007 Ave T

VS TCC

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 14.08 acre tract of land located in Section 10, Block E, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point which bears S01°56'19"W, approximately 1011.72 feet and N88°13'56"W, approximately 2642.03 feet from the Northeast corner of Section 10, Block E, Lubbock County, Texas;

THENCE S88°13'34"E, an approximate distance of 1454.02 feet;

THENCE S87°20'49"E, an approximate distance of 546.92 feet;

THENCE S01°46'26"W, an approximate distance of 299.40 feet;

THENCE N88°13'03"W, an approximate distance of 2001.75 feet;

THENCE N01°56'19"E, an approximate distance of 307.49 feet to the Point of Beginning and containing approximately 14.08 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forrest
October 12, 2015

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.: 3049-D**

In Favor of ___

Opposed X

Reasons and/or Comments:

Since moving there in 2008, I have had no problems but them putting up an apartment (A-1 to 3) bldg, then having addition past ours, & now want to put up Duplexes - or 2 family District - NO! A Park or more homes, OK

Print Name Kathryn Moody

Signature: Kathryn Moody

Address: 1926 10th St.

Address of Property Owned: ~~1926~~ Current

20 of 68

Zone Case Number: 3049-D 88646
MOODY, KATHRYN
1926 100TH ST

LUBBOCK TX 79423

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.:** ***3049-D***

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 29 REC'D
PLANNING DEPARTMENT

Print Name _____

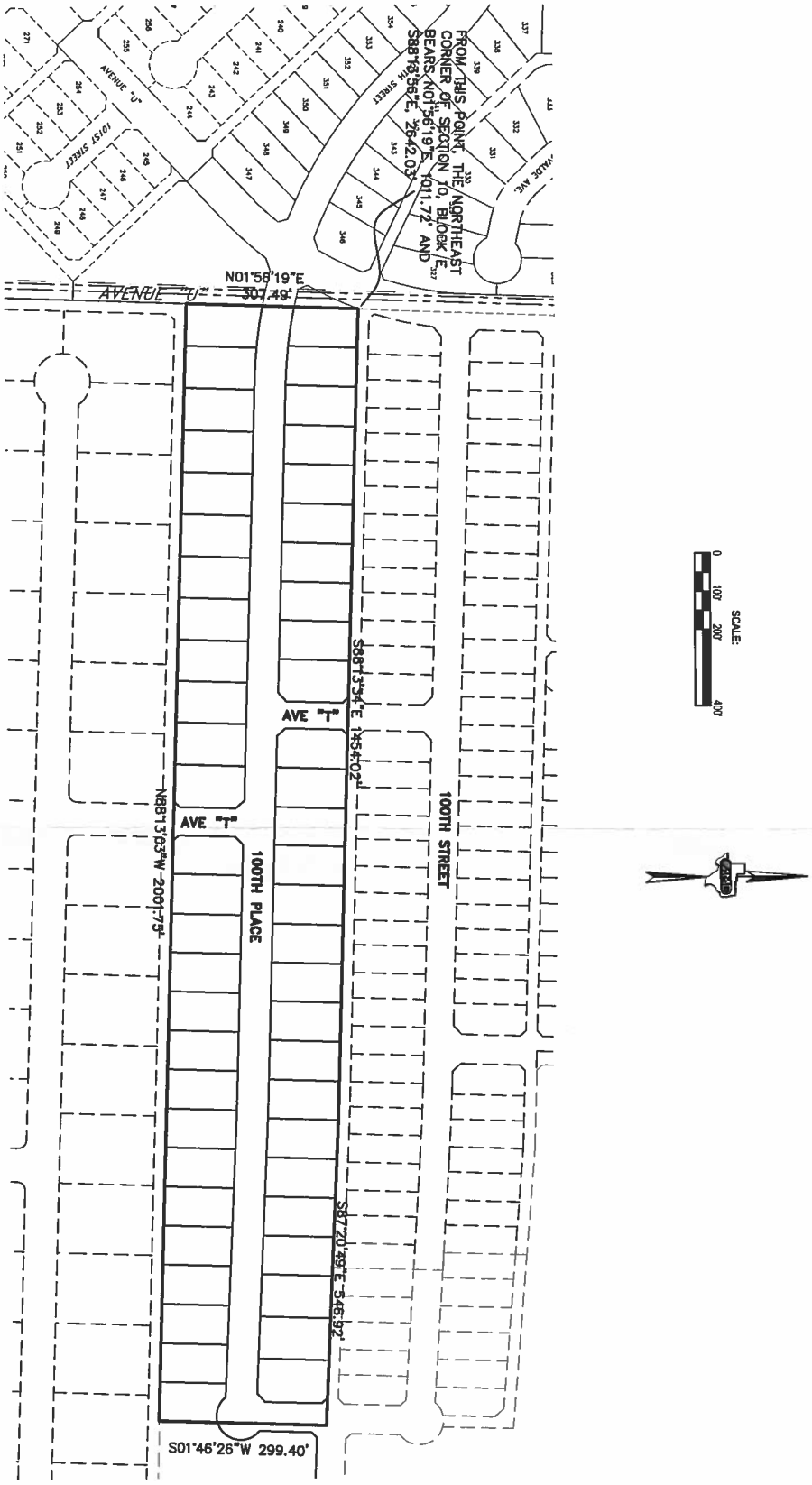
Signature: _____

Address: _____

Address of Property Owned: _____

68 of 68

Zone Case Number: **3049-D** 97436
WOODED FOREST LLC
3410 98TH ST
STE 5
LUBBOCK TX 79423



SKETCH FOR ZONING CHANGE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2016-O0004 for Zone Case 3199-C, a request of Kimley Horn and Associates, for Wal-Mart Real Estate Business Trust, for a zoning change to amend the conditions of Ordinance 2014-O0007 on Tract A, Lubbock Walmart 6898 Addition, 11415 Quaker Avenue.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
The request is to amend the conditions of the previous zone case. The original conditions required a screening fence on the south property line, regardless of what the adjacent property was zoned. This amendment would only require the screening fence where the property abuts residential or apartment zoned property.

Adjacent land uses:
North: T-Single Family homes
South: T-and C-3 for Academy store
East: T-Vacant land
West: T-Quaker and CB-3, Vintage Township

Comprehensive Land Use Plan (CLUP):
The original C-3 zoning request along with the extension of C-3 zoning to the south exceeded the standard policy for commercial area, but since it is an amendment to the conditions for the screening fence, the request is only an adjustment to the development standards of the existing zoning.

Zoning Policy:
The amendment is consistent with zoning policy as it will only address the commercial property and protect any residential property adjacent to it.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request with the following conditions:
That the amended condition read:
“A six foot tall masonry (stamped concrete panel) screening fence along the east and south property lines, where adjacent to residentially and apartment zoned property on either side or to the rear, even if separated by a street or alley, shall be required.”

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
That the amended condition read:

“A six foot tall masonry (stamped concrete panel) screening fence along the east and south property lines, where adjacent to residentially and apartment zoned property on either side or to the rear, even if separated by a street or alley, shall be required.”

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3199 - C

Maps & Documents - Zone Case 3199 - C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3199-C; AMENDING THE CONDITIONS SET FORTH IN ORDINANCE NO. 2014-O0007 TO AMEND THE CONDITIONS OF ORDINANCE (SCREENING FENCE) ON TRACT A, LUBBOCK WALMART 6898 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. 3199-C

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended so that the conditions listed under Section 1. c. of Ordinance No. 7084 shall now read as follows:

> c. A 6 foot tall masonry (stamped concrete panel) screening fence along the east and south property lines, where adjacent to residentially and apartment zoned property on either the side or rear, even if separated by a street or alley, shall be required.

SECTION 2. THAT this amendment shall permit the requestor to amend the conditions set forth in ordinance No. 2014-O0007 to amend the conditions of ordinance

(screening fence) on Tract A, Lubbock Walmart 6898 Addition, City of Lubbock, Lubbock County, Texas, located at 11415 Quaker Avenue.

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 by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

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 the 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

vw ccdocs/Amend ZC3199-C
December 1, 2015

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

LAND SURVEYORS
CIVIL ENGINEERS

(OVERALL TRACT)

METES AND BOUNDS DESCRIPTION of a 24.815 acre tract of land located in the Northwest Quarter of Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the South right-of-way line of 114th Street as described under County Clerk File No. 2011009301 of the Official Public Records of Lubbock County, Texas at the most Northerly Northwest corner of this tract, which bears S. 88°17'04" E. a distance of 94.85 feet and S. 01°42'56" W. a distance of 55.00 feet from the Northwest corner of Section 22, Block E-2, Lubbock County, Texas;

THENCE S. 88°17'04" E., along said South right-of-way line, a distance of 1174.05 feet to a 5/8" iron rod set for the Northeast corner of this tract;

THENCE S. 01°42'56" W. a distance of 892.77 feet to a 5/8" iron rod set for the Southeast corner of this tract;

THENCE N. 88°17'04" W. a distance of 1215.53 feet to a 5/8" iron rod set in the East right-of-way line of Quaker Avenue as described under County Clerk File No. 2011009301 of the Official Public Records of Lubbock County, Texas for the Southeast corner of this tract;

THENCE N. 01°48'50" E., along said East right-of-way line, a distance of 454.79 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE N. 04°40'35" E., continuing along said East right-of-way line, a distance of 200.25 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE N. 01°48'50" E., continuing along said East right-of-way line, a distance of 208.05 feet to a 1/2" iron rod with cap found at the most Westerly Northwest corner of this tract, same being a point of curvature;

THENCE Northeasterly, continuing along said East right-of-way line around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 89°54'06", tangent lengths of 29.95 feet and a chord distance of 42.39 feet to the Point of Beginning.

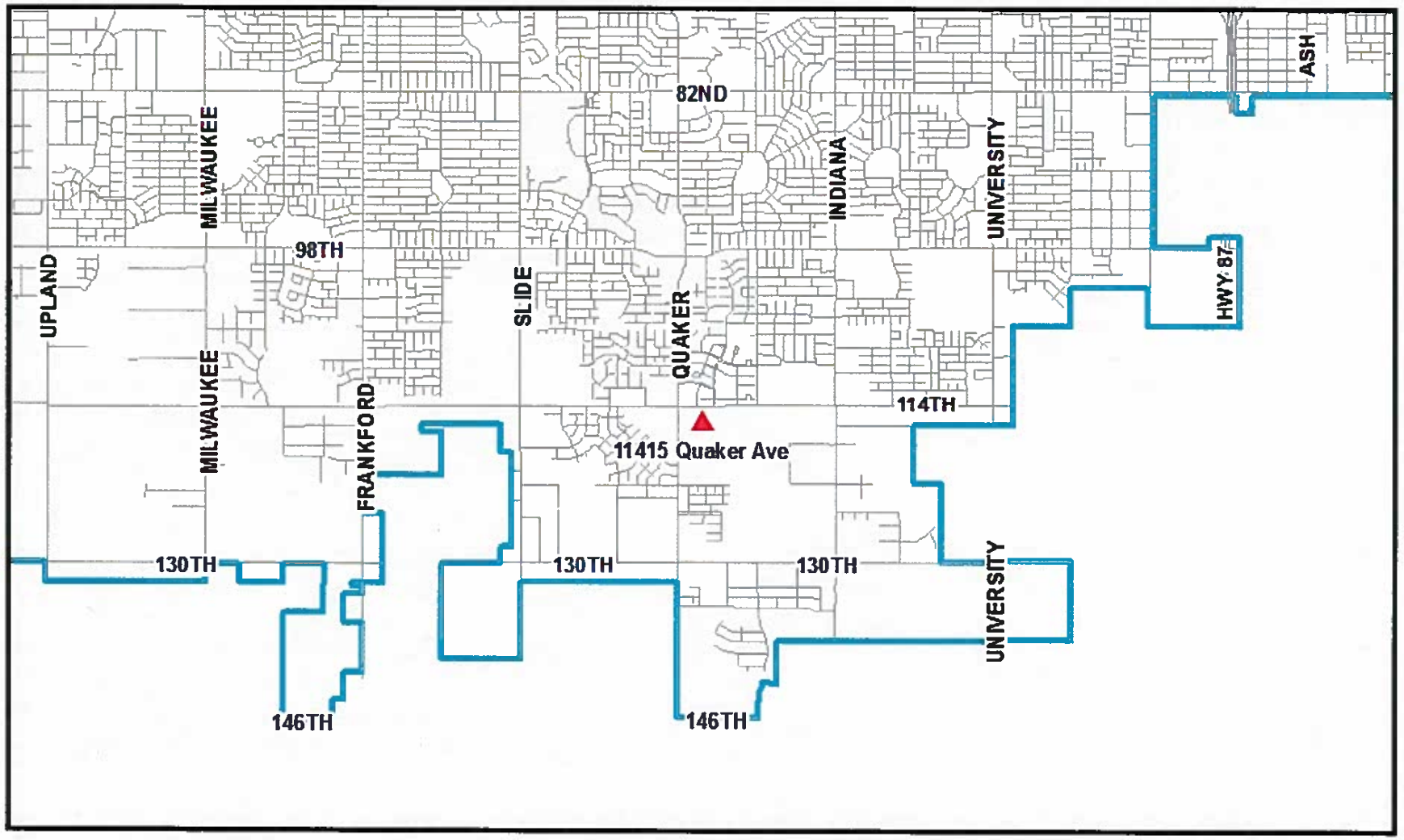
Contains: 1,080,933 square feet.

Bearings are relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

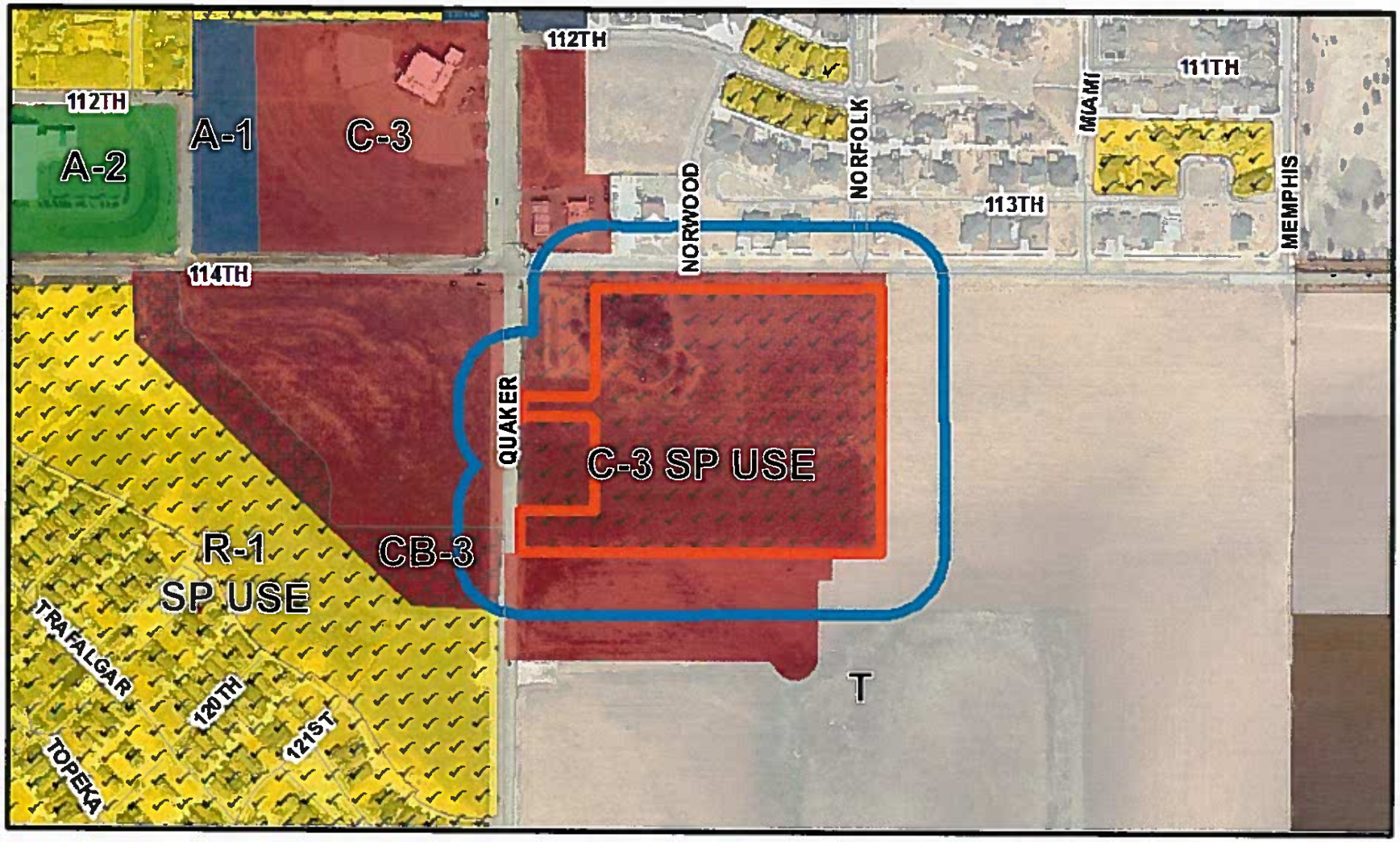
Surveyed on the ground
July 19, 2013.

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

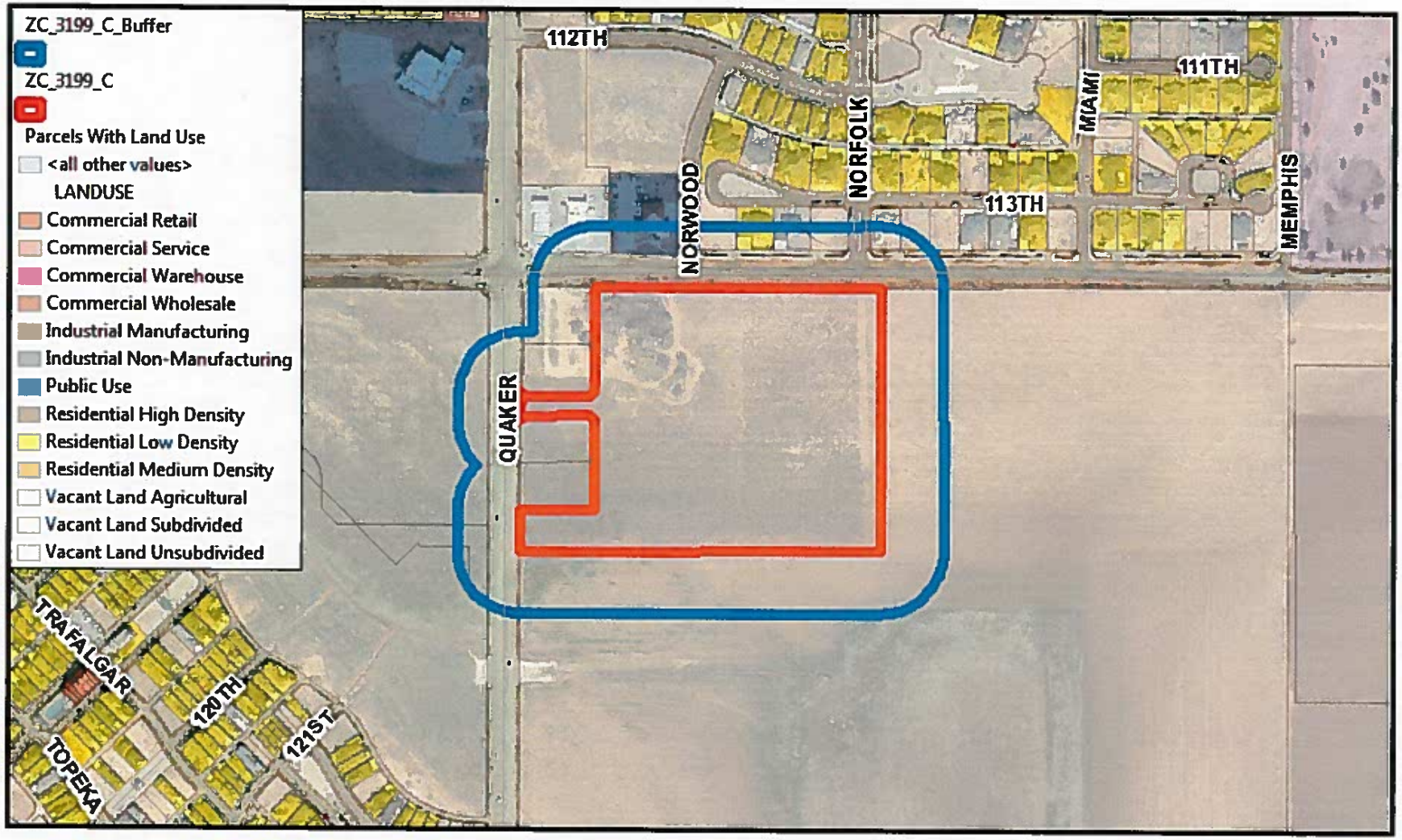
STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR



P.Z.C. Case 3199-C



P.Z.C. Case 3199-C Zoning



P.Z.C. Case 3199-C

Request of Kimley Horn and Associates (for Wal-Mart Real Estate Business Trust) for a zoning change to amend the conditions of ordinance (screening fence) 2014-O0007, 11415 Quaker Avenue

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print): Kimley-Horn and Associates
601 NW Loop 410, Ste 350 (Street/Post Office Box)
San Antonio TX 78216 (City / State / Zip)
(210) 541-9166 (Telephone)

For: Wal-Mart Real Estate Business Trust (WM REBT)
2001 SE 10th Street (Street/Post Office Box)
Bentonville AR 72712 (City / State / Zip)
(479) 273-4000 (Telephone)

Location or Address: SE corner of Quaker Avenue and 114th Street

Legal Description:* See Attached.

Existing Land Use: Retail

Existing Zoning: C-3 Conditional Use

Acreage or Square Footage of Property: 24.815 acres

Zoning Requested: Amendment to conditions set out in Zone Case No. 3199-13; revise obligation to construct screening fence along a portion of south property line - See attached.

Proposed Development: N/A

If property is not subdivided, will preliminary plat be submitted? N/A Yes _____ No _____

B. Matt Cox
Applicant's Signature

11/9/15
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: 475 + (24 x 3) = $ 547.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN: 96783 map 41

Zone Case No.: 3199-C **Agenda No.:** _____

Request for zoning change from: G3 SP use **To:** Ammend conditions

ammend the conditions of Ordinance 2014-D0007

on Lot(s): Tract A **Block(s):** _____

Subdivision: Lubbock Walmart 6898 **Address:** 11415 Quaker Ave

Kimley»Horn

November 9, 2015

Mr. Andrew Paxton
Planning Department
City of Lubbock
1625 13th Street, Room 107
Lubbock, Texas 79401

RE: ***Proposed Amendment to Zone Case No. 3199-B***
Remove Zoning Condition
Property along Quaker Avenue, Near 114th Street, Southeast Quadrant

Dear Mr. Paxton:

On behalf of Wal-Mart Real Estate Business Trust, please accept this request to amend Zone Case 3199-B by removing one of the zoning conditions tied to the approval.

At its second reading, on January 23, 2014, the City Council passed the subject zone case, rezoning 24.815 acres of C-3 and T to C-3 Specific Use. The rezoning approval was subject to ten (10) conditions. One of those conditions, item "c.", stated, "*A 6' tall Masonry (stamped concrete panel) screening fence along the South and East property line is required. The fence will be continuous and uninterrupted.*"

It is our understanding the intent of this condition was to clarify the material and height for a screen fence or wall already required in the zoning ordinance between commercial properties and properties where residential development is an allowed use. The property to the east and west were zoned "T", Transitional at the time (which allows certain residential uses); therefore, a screen of some type was required.

At its second reading, on September 10, 2015, the City Council passed Zone Case No. 3260, rezoning 9.014 acres from T to C-3. The property included in this zone case is immediately south and adjacent to the property rezoned in case 3199-B. Referring to the Site Plan attached the final zoning resolution for this case, there was a note that stated, "*The portion of Walmart screen wall along the northern boundary of Outlot #1 and the Academy Tract to be removed. A separate request will be submitted to amend the Walmart Zoning Conditions accordingly.*"

Therefore, we respectfully request for the City of Lubbock to consider striking the current zone condition, item "c.", as stated above, from the conditions placed on Zone Case No. 3199-B and replacing it with the following condition:

"A 6' tall masonry (stamped concrete panel) screening fence along the east and south property lines, where adjacent to residentially and apartment zoned property, on either side or to the rear, even if separated by a street or alley, shall be required."

Please find the following supporting documents attached:

- Completed City of Lubbock Application for Zone Change;
- Legal Descriptions;
- Copy of Final Zoning Resolution for 3199-B;
- Copy of Final Zoning Resolution for 3260; and
- Check made payable to the City of Lubbock in the amount of $547 for review fees.

We trust this meets your needs for this proposed amendment. It is our understanding that this request will go before the Planning and Zoning Commission and City Council for two readings. If additional meetings are required with other boards, please let us know.

We look forward to the Planning and Zoning Commission meeting on December 1st. We trust this meets your needs at this time; please feel free to call me at (210) 321-3435 or email me at matt.cox@kimley-horn.com if you have any questions or concerns.

Sincerely yours,

B. Matthew Cox, P.E. (TX)
Project Manager

Kimley»Horn

Suite 200
200 South Tryon Street
Charlotte, North Carolina
28202

October 22, 2015

Stephanie Rouse
City of Lubbock
1625 13th Street
Lubbock, Texas 79401

RE: Walmart Store #6898

Dear Stephanie Rouse:

On behalf of our Client, Wal-Mart Real Estate Business Trust, please find included our Site Plan, Grading Plan, Drainage Plan, Utility Plan, and Utility Plan – Water for New Walmart Supercenter located at the southeast corner of Quaker Avenue and 114th Street in Lubbock, Texas. These plan sheets are submitted for your review of the additional curb cuts and water line stubs to future development south of the site. This also removes a portion of the screen wall along the southern property line. Please let us know if these revisions are acceptable at your earliest convenience.

We look forward to working with you on this project. We trust this meets your needs at this time; please feel free to call me at (704) 409-1811 or email me at Marianne.moseley@kimley-horn.com if you have any questions or concerns.

Sincerely yours,

KIMLEY-HORN AND ASSOCIATES, INC.

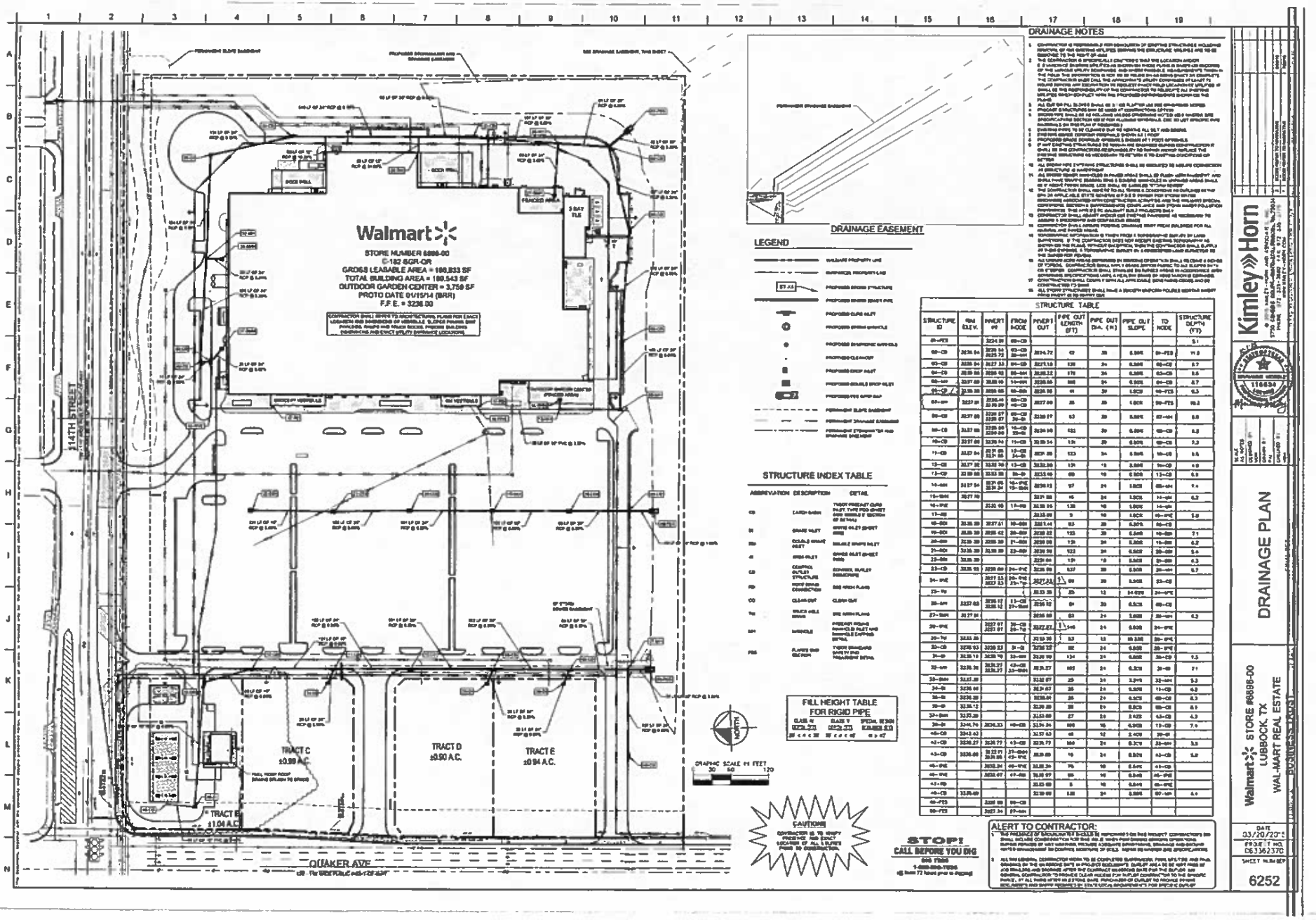
Marianne Moseley

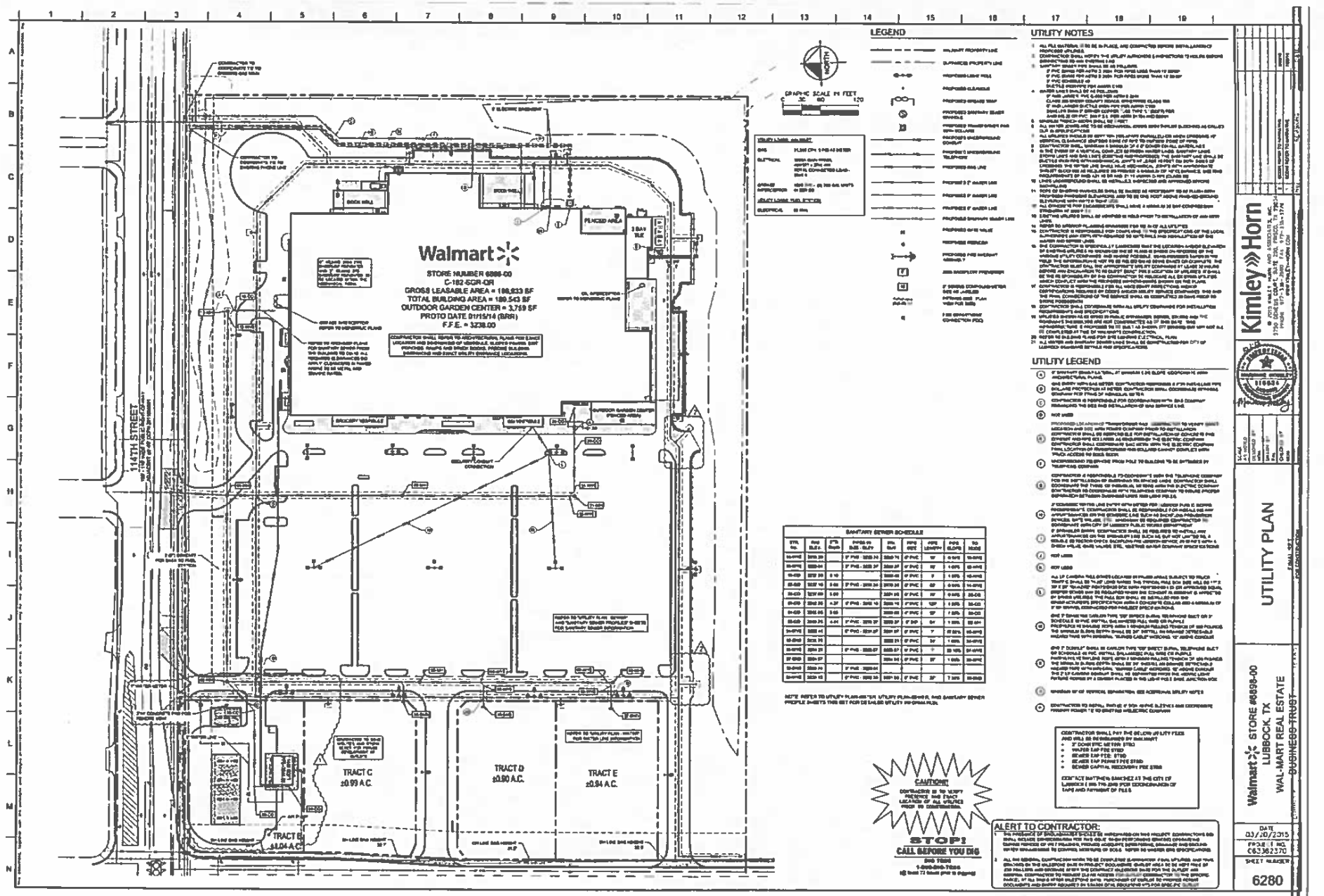
Marianne Moseley, P.E. (NC, TX)

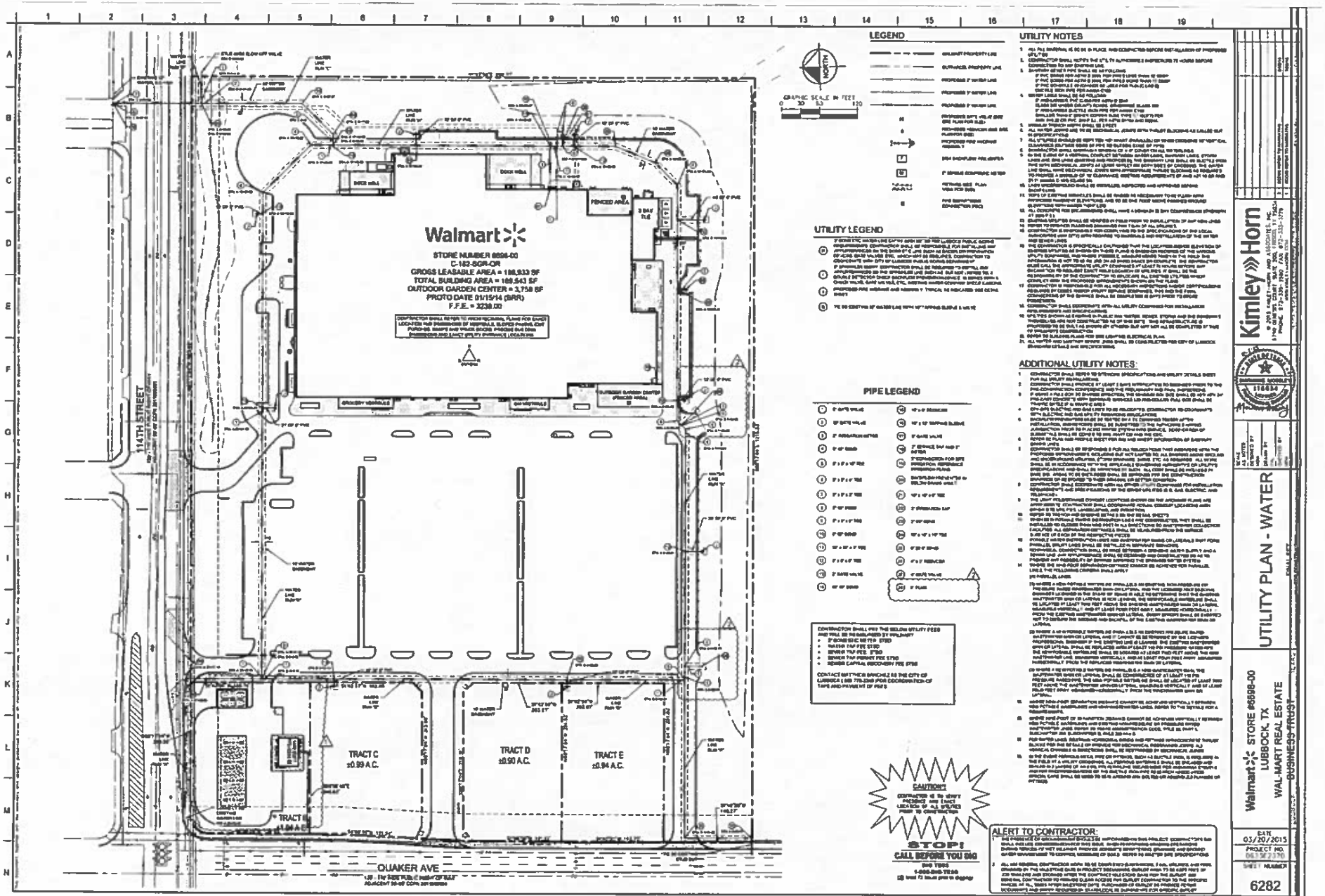
TEL 704 333 5131

SITE PLAN
Walmart STORE #4596-00
LUBBOCK, TX
WAL-MART REAL ESTATE
BUSINESS TRUST
6220
Kimley»Horn
SITE NOTES
SITE LEGEND
LEGEND
SITE ANALYSIS TABLE
SITE ACREAGE TABLE
IMPERVIOUS AREA
PAINT STRIPING LEGEND
ALERT TO CONTRACTOR:
CAUTION!
STOP!
CALL BEFORE YOU DIG
Walmart
STORE NUMBER 4596-00
TRACT E ±0.94 A.C.
TRACT D ±0.80 A.C.
TRACT C ±0.58 A.C.
TRACT B ±1.14 A.C.
DUNKER AVE
14TH STREET
NORTH

GRADING PLAN
Walmart STORE #6998-00
LUBBOCK, TX
WAL-MART REAL ESTATE
6250
Kimley»Horn
LEGEND
DRAINAGE EASEMENT
GRADING LEGEND
AS-BUILT REQUIREMENTS
TRACT NOTES & TOPSOIL PLACEMENT SUMMARY
ALERT TO CONTRACTOR:
STOP!
CALL BEFORE YOU DIG
NORTH
GRAPHIC SCALE IN FEET
Walmart
STORE NUMBER 6998-00
TRACT E
TRACT D
TRACT C
TRACT B
QUAKER AVE
114TH STREET


Walmart
STORE NUMBER 6868-00
C-182 SGR-QR
GROSS LEASABLE AREA = 186,833 SF
TOTAL BUILDING AREA = 189,543 SF
OUTDOOR GARDEN CENTER = 3,759 SF
PROTO DATE 01/15/14 (BRR)
F.F.E. = 3236.00
114TH STREET
QUAKER AVE
TRACT B ±1.04 A.C.
TRACT C ±0.99 A.C.
TRACT D ±0.90 A.C.
TRACT E ±0.94 A.C.
DRAINAGE EASEMENT
LEGEND
STRUCTURE INDEX TABLE
FILL HEIGHT TABLE FOR RIGID PIPE
DRAINAGE NOTES
STRUCTURE TABLE
CAUTION!
STOP!
CALL BEFORE YOU DIG
ALERT TO CONTRACTOR:
Kimley»Horn
Walmart STORE #6868-00
LUBBOCK, TX
WAL-MART REAL ESTATE
BUSINESS TRUST
DRAINAGE PLAN
DATE 03/20/2015
PROJECT NO. 063362370
SHEET NUMBER 6252


Walmart
STORE NUMBER 6998-00
C-182-SGR-CR
GROSS LEASABLE AREA = 186,833 SF
TOTAL BUILDING AREA = 189,543 SF
OUTDOOR GARDEN CENTER = 3,759 SF
PROTO DATE 01/15/14 (BRR)
F.F.E. = 3238.00
114TH STREET
TRACT C ±0.99 A.C.
TRACT D ±0.90 A.C.
TRACT E ±0.94 A.C.
TRACT B ±1.04 A.C.
LEGEND
UTILITY NOTES
UTILITY LEGEND
SANITARY SEWER SCHEDULE
CAUTION!
STOP!
CALL BEFORE YOU DIG
ALERT TO CONTRACTOR:
Kimley»Horn
Walmart STORE #6998-00
LUBBOCK, TX
WAL-MART REAL ESTATE
UTILITY PLAN
03/20/2015
6280



Kimley»Horn

Walmart STORE #6698-00
LUBBOCK, TX
WAL-MART REAL ESTATE
BUSINESS TRUST

UTILITY PLAN - WATER

DATE 03/20/2015
PROJECT NO. 063670
SHEET NUMBER 6282

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

LAND SURVEYORS
CIVIL ENGINEERS

(OVERALL TRACT)

METES AND BOUNDS DESCRIPTION of a 24.815 acre tract of land located in the Northwest Quarter of Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the South right-of-way line of 114th Street as described under County Clerk File No. 2011009301 of the Official Public Records of Lubbock County, Texas at the most Northerly Northwest corner of this tract, which bears S. 88°17'04" E. a distance of 94.85 feet and S. 01°42'56" W. a distance of 55.00 feet from the Northwest corner of Section 22, Block E-2, Lubbock County, Texas;

THENCE S. 88°17'04" E., along said South right-of-way line, a distance of 1174.05 feet to a 5/8" iron rod set for the Northeast corner of this tract;

THENCE S. 01°42'56" W. a distance of 892.77 feet to a 5/8" iron rod set for the Southeast corner of this tract;

THENCE N. 88°17'04" W. a distance of 1215.53 feet to a 5/8" iron rod set in the East right-of-way line of Quaker Avenue as described under County Clerk File No. 2011009301 of the Official Public Records of Lubbock County, Texas for the Southeast corner of this tract;

THENCE N. 01°48'50" E., along said East right-of-way line, a distance of 454.79 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE N. 04°40'35" E., continuing along said East right-of-way line, a distance of 200.25 feet to a 1/2" iron rod with cap found at a point of intersection;

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THENCE Northeasterly, continuing along said East right-of-way line around a curve to the right, said curve having a radius of 30.00 feet, a central angle of 89°54'06", tangent lengths of 29.95 feet and a chord distance of 42.39 feet to the Point of Beginning.

Contains: 1,080,933 square feet.

Bearings are relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

Surveyed on the ground
July 19, 2013.

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2016-O0005 for Zone Case 3270, a request of Osagie John Okpamen, for Read King Medical Development, to remove the conditions of Ordinance 5001 and allow unconditionally permitted uses C-2 on Tract A-2, Wells Fargo Addition, 4337 50th Street.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
In 1963, Ordinance 4139 (also known as the 50th Street Ordinance) zoned this parcel C-2 with the condition that the minimum building setbacks be:
130-feet from 50th Street
70-feet from Quaker Avenue
38-feet from Peoria Avenue
38-feet from the alley along the south property line

A service station may be constructed with a 43 foot setback off any street property line including pumps, canopies, and freestanding signs, in addition to the main building. In 1966, these conditions were amended in Ordinance 5001 to allow a service station to be constructed without a building setback. This request is to remove these existing conditions in order to allow a new 24-Hour Emergency Clinic to be constructed on this lot and meet the current C-2 setback requirements.

Adjacent land uses:
North: New Dunkin Donuts/Baskin Robbins and is zoned C-2A
South: Well Fargo bank property zoned C-2.
East: Well Fargo bank property zoned C-2
West: Is a Service station zoned R-1 Specific Use

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP since the zoning is not being changed.

Zoning Policy:
The request is supported through the current zoning policies and will allow the current C-2 setbacks to be applied to this project.

Effect on the adjacent street and thoroughfare system:
The approval of this request should have little to no impact on the thoroughfare system, as the project will be built to current zoning policy if approved.

Recommendations:
Staff recommends the request for approval.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3270

Maps & Documents - Zone Case 3270

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 3270; AMENDING THE CONDITIONS SET FORTH IN ORDINANCE NO. 5001 TO REMOVE THE CONDITIONS AND ALLOW ALL UNCONDITIONALLY PERMITTED C-2 USES ON TRACT A-1, WELLS FARGO 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. 3270

SECTION 1. THAT Ordinance No. 5001 and the Official Zoning Map are amended as follows:

To remove the conditions and allow all unconditionally permitted C-2 uses.

SECTION 2. THAT this amendment shall permit the requestor to remove the conditions and allow all unconditionally permitted C-2 uses on Tract A-2, Wells Fargo Addition, City of Lubbock, Lubbock County, Texas, located at 4337 50th Street.

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 by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

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 the 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

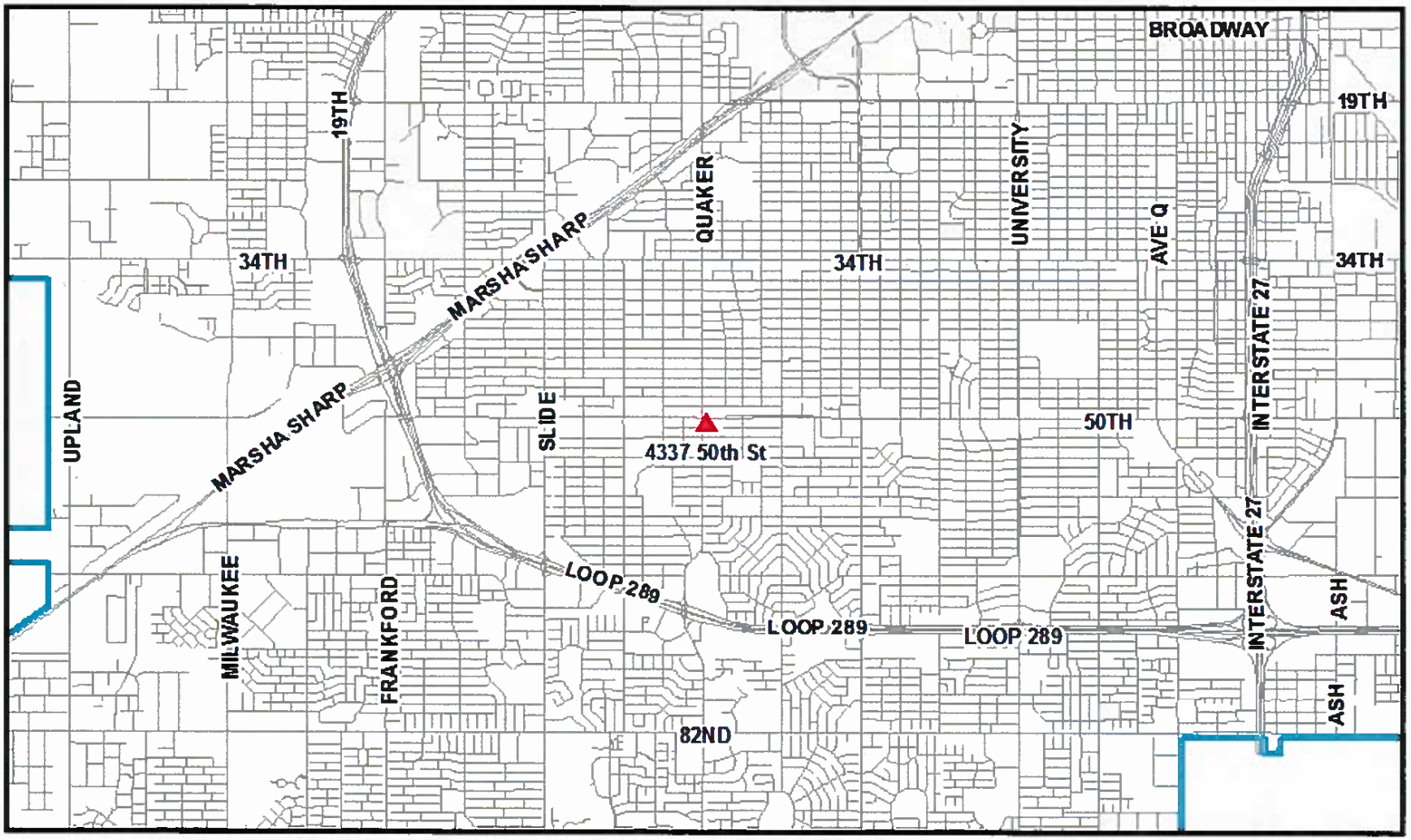
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

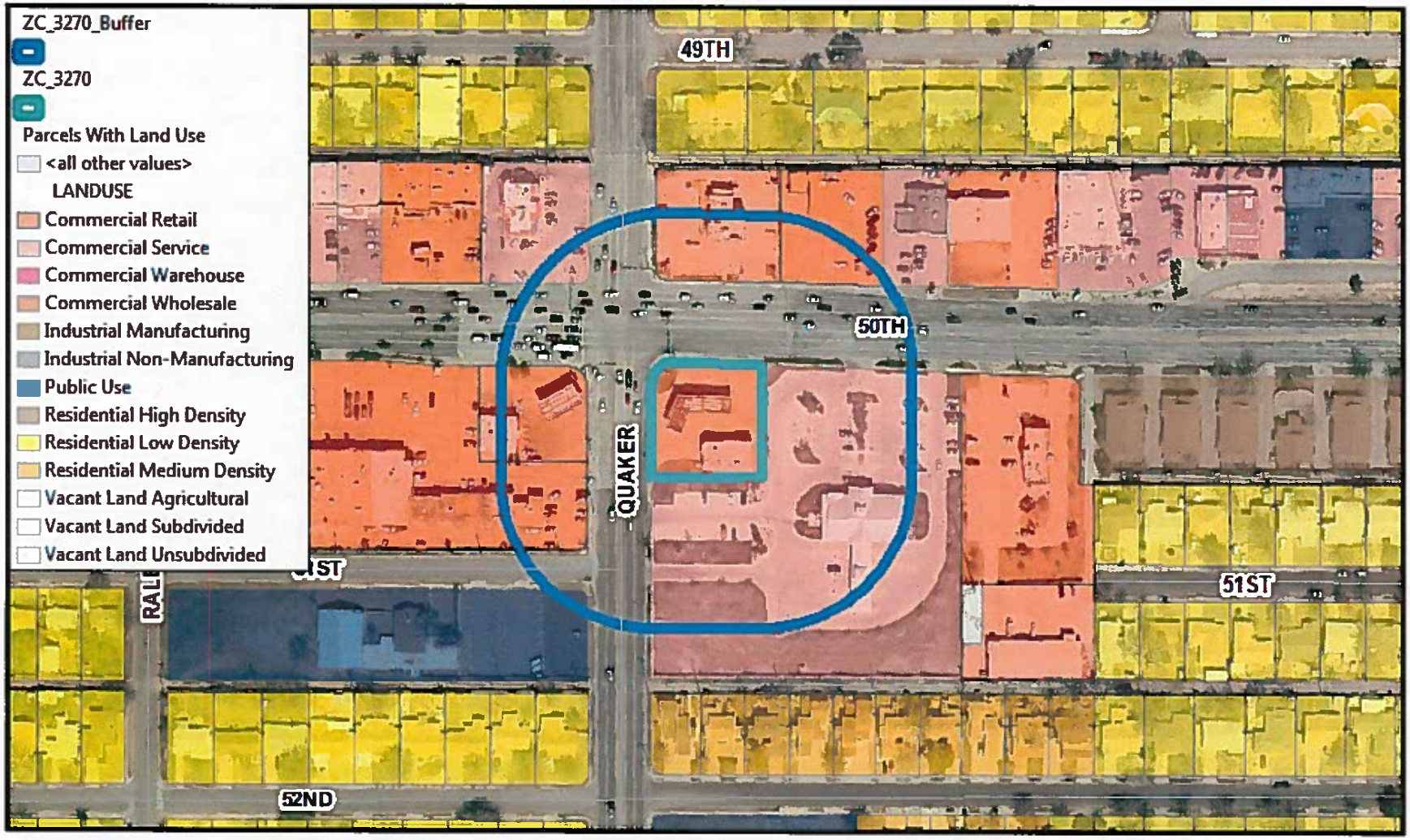
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw:ccdocs/Amend ZC3270
December 1, 2015

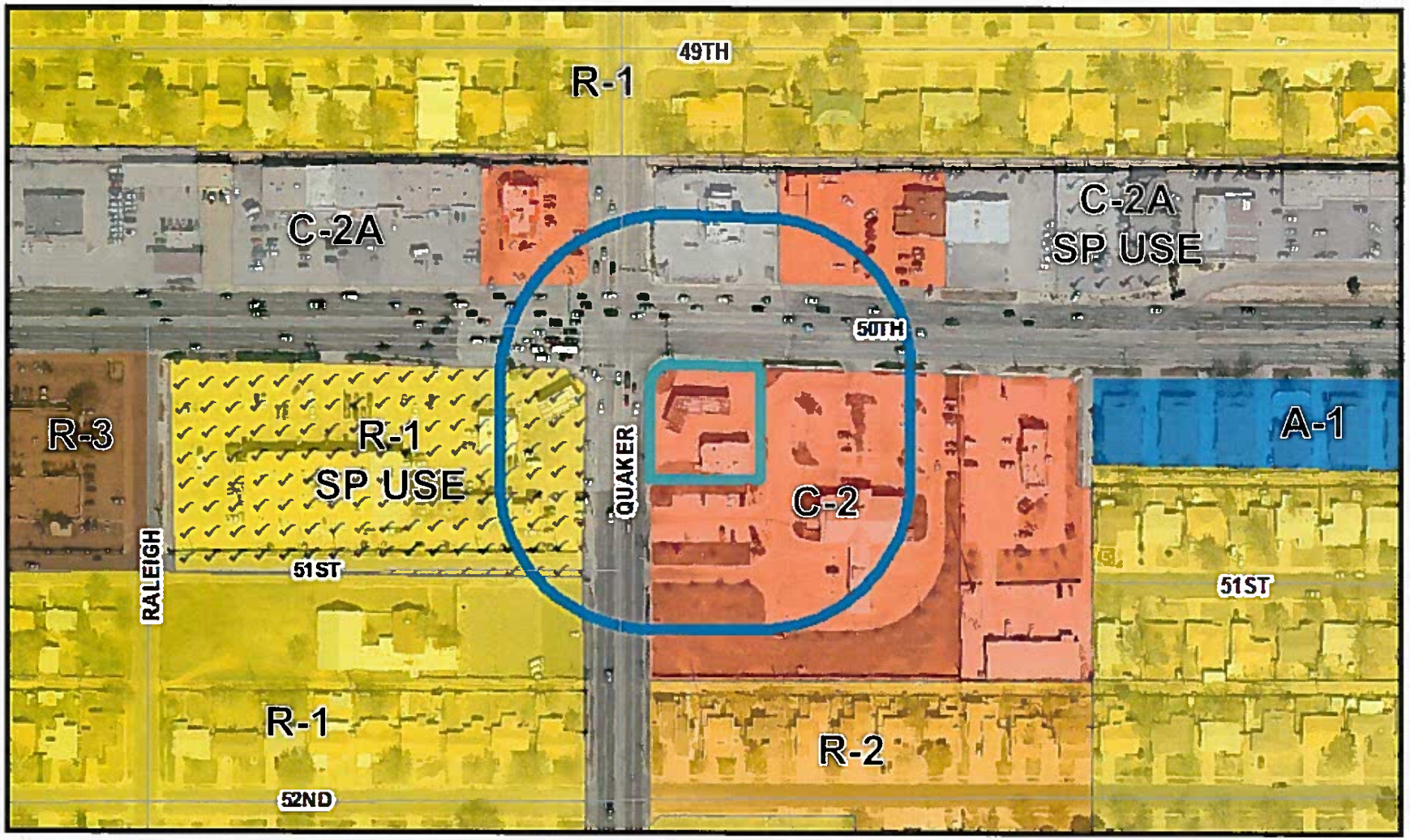


P.Z.C. Case 3270



P.Z.C. Case 3270

Request of Osagie John Okpamen (for Read King Medical Development) to remove the conditions of ordinance 5001 and allow unconditionally permitted uses C-2, 4337 50th Street



P.Z.C. Case 3270 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) OSAGIE JOHN OKPAMEN **For** Read King Medical Development

5850 SAN FELIPE, STE. 490
Street/Post Office Box

HOUSTON TX 77057
City State Zip

(713) 782-9000 x 1024
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 4337 50th Street, Lubbock, TX 79413

Legal Description:* SEE ATTACHED

Existing Land Use: FUEL STATION **Existing Zoning:** C-2

Acreage or Square Footage of Property:

Zoning Requested: Requesting to amend Ordinance No. 5001 to allow for just Standard C-2 restrictions

Proposed Development: 24 HR EMERGENCY CLINIC

If property is not subdivided, will preliminary plat be submitted? Yes ____ No ____

Applicant's Signature

11/6/15
Date

Filing Fee: $ 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 16317 map 7

Zone Case No.: 5270 **Agenda No.:**

Request for zoning change from: C-2 **To:** amend conditions to remove the conditions of Ordinance 5001

on Lot(s): Tract A-2 **Block(s):**

Subdivision: Wells Fargo **Address:** 4337 50th St

SCALE 1"= 30'

LEGEND

- "X" FOUND IN CONCRETE
- 1/2" REBAR WITH CAP FOUND
- CROW' S FOOT FOUND IN CONCRETE
- MONITORING WELL
- STREET SIGN
- UTILITY POLE
- —E— OVERHEAD UTILITY LINE
- —X— FENCE

LEGAL DESCRIPTION:

Tract A-2, Wells Fargo Addition to the City of Lubbock, Lubbock County, Texas, according to the map or plat of record in Volume 8873, Page 265 of the Official Public Records of Lubbock County, Texas.

-CERTIFICATE-

The undersigned does hereby certify to Emerald Enterprises, LP, a Texas Limited Partnership and Stewart Title Company that this plat conforms to the minimum standards set forth by the Texas Board of Professional Land Surveying according to an actual survey made on the ground by me or by others under my direct supervision.

STATE OF TEXAS
REGISTERED
J. D. DAVIS
5626
PROFESSIONAL
LAND SURVEYOR

Dated this 18th day of May, 20 04

J. D. Davis
Registered Professional Land Surveyor
Texas Registration No. 5626
Amarillo, Texas

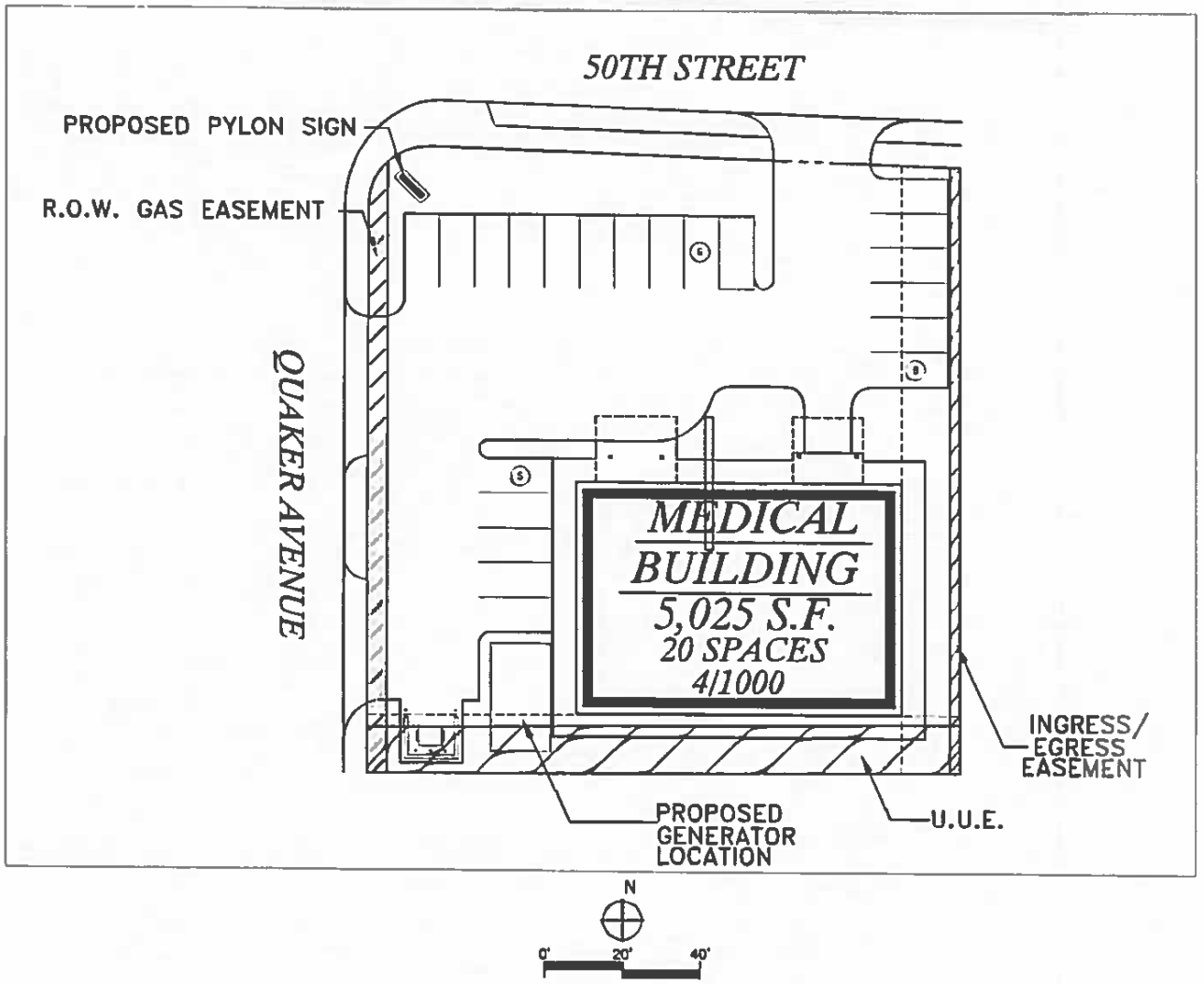
DAVIS GEOMATICS

Copyright ©2004
DAVIS GEOMATICS
All Rights Reserved

DRAWN BY:	J. D. Davis
SCALE:	1" = 30'
DATE:	5-18-04
FILE NO.:	04-05-110
GF NO.:	45663

GEOMATICS
PROFESSIONAL
GEOMATIC CONSULTANTS
PHONE: 806.570.0169 / FAX: 806.359.0698
P.O. BOX 4061 AMARILLO, TEXAS 79116-4061
www.geopro.us email: info@geopro.us

This plat was prepared for the specific purpose indicated hereon and reliance upon or use of this plat for other purposes or transactions is strictly prohibited.



TRACT PLAN

20150807

MEDICAL BUILDING

50TH ST. & QUAKER AVE.
LUBBOCK, TEXAS

ORDINANCE NO. 5001

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1695 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK SO AS TO MAKE THE FOLLOWING CHANGE: ZONE CASE NO. 1403: CHANGE CONDITIONS IMPOSED BY ORDINANCE NO. 4139 ON LOT 32, DRURY PARK ADDITION SO AS TO ALLOW SERVICE STATIONS TO BE BUILT WITHOUT A SETBACK FROM QUAKER AVENUE.

WHEREAS, the proposed change in zoning districts as hereinafter made has been duly presented to the Zoning and Planning Commission for its recommendation, which was received by the City Council and after due consideration, the City Council finds that making the proposed change as hereinafter set out will be in the public interest; and,

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, as wellas giving notices in compliance with Section 20 of Ordinance No. 1695 as well as notices provided by Article 1011f, Vernon's Annotated Civil Statutes, amended in 1951, and notice was duly published in the Lubbock Morning 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 duly held in the City Council Room on the second floor of the City Hall, 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 in final written form prior to first reading hereof; NOW THEREFORE:

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

SECTION 1. THAT Ordinance No. 1695 and the Official Zoning Map BE and the same are hereby amended as follows, to-wit:

ZONE CASE NO. 1403

Condition (1), subsection 8B of Section 1 of Zoning Ordinance 4139, insofar as the same is applicable to Lot 32, Drury Park Addition is hereby amended to read as follows:

"(1) Minimum building setbacks as follows:

130' from 50th Street
70' from Quaker Avenue, except that a service station may be constructed without a building setback.
38' from Peoria Avenue
38' from the alley along the south property line."

Provided, however, this change in condition does not amend this condition insofar as it is applicable to property other than is described herein nor does this ordinance release Lot 32, Drury Park Addition from the effect of other conditions imposed by Ordinance 4139.

5001

SECTION 2. The Director of Planning of the City of Lubbock is authorized to issue a Specific Use Permit to the Applicant in the Zone Case herein, provided said Applicant agrees in writing to be bound by the terms and conditions imposed herein.

SECTION 3. The City Secretary shall cause publication of this Ordinance once a week for two consecutive weeks in a newspaper regularly published in the City of Lubbock.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 11th day of May 1966.

Passed by the City Council on second reading this 26th day of May 1966.

W. D. Rogers, Jr.

W. D. ROGERS, JR., Mayor

ATTEST:

Lavenia Lowe

Lavenia Lowe, City Secretary-Treasurer

APPROVED:

Fred O. Senter, Jr., City Attorney

COUNCIL ROOM mallett
ZONING mallett
BUILDING INSP mallett
FIRE MAP
CARDS mallett
SEPIA Redline

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2016-O0006 for Zone Case 3271, a request of Henry Aguilar for a zoning change from R-3 to R-1 on Lot 3, Block 4, South Side Addition, 2105 Avenue K.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
In 1941, the City of Lubbock zoning map had this area designated as residential "Zone D" for apartments. The zoning code was updated a year later in 1942 to reflect the zoning districts we know today (R-1, R-2, etc.) and Zones C, D, and E for apartments and multi-family were encompassed into the new R-3 district; however, R-3 still allowed any unconditionally permitted use in R-2 and R-1, including single family homes. Then in 1975, when the zoning code was once again updated, R-3 was amended to follow the A-2 (high density apartment) district regulations which does not allow for single family homes. Therefore, the request is for a zone change from R-3 to R-1 for a single family home on currently vacant property.

Adjacent land uses:
North: Zoned R-3 with new single family homes
South: Zoned R-3 with new single family homes
East: Zoned M-1 and appears to be a stack lot
West: Zoned R-2 with new single family homes

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP which has this area designated as residential. Many of the surrounding properties have single family homes that were most likely built prior to 1975 before the R-3 ordinance regulations changed.

Zoning Policy:
The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends the request for approval.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3271

Maps & Documents - Zone Case 3271

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. 3271;** A ZONING CHANGE FROM **R-3** TO **R-1** ZONING DISTRICT ON **LOT 3, BLOCK 4, SOUTH SIDE 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. 3271

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-3** to **R-1** zoning district on **Lot 3, Block 4, South Side Addition**, City of Lubbock, Lubbock County, Texas, located at **2105 Avenue K.**

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:

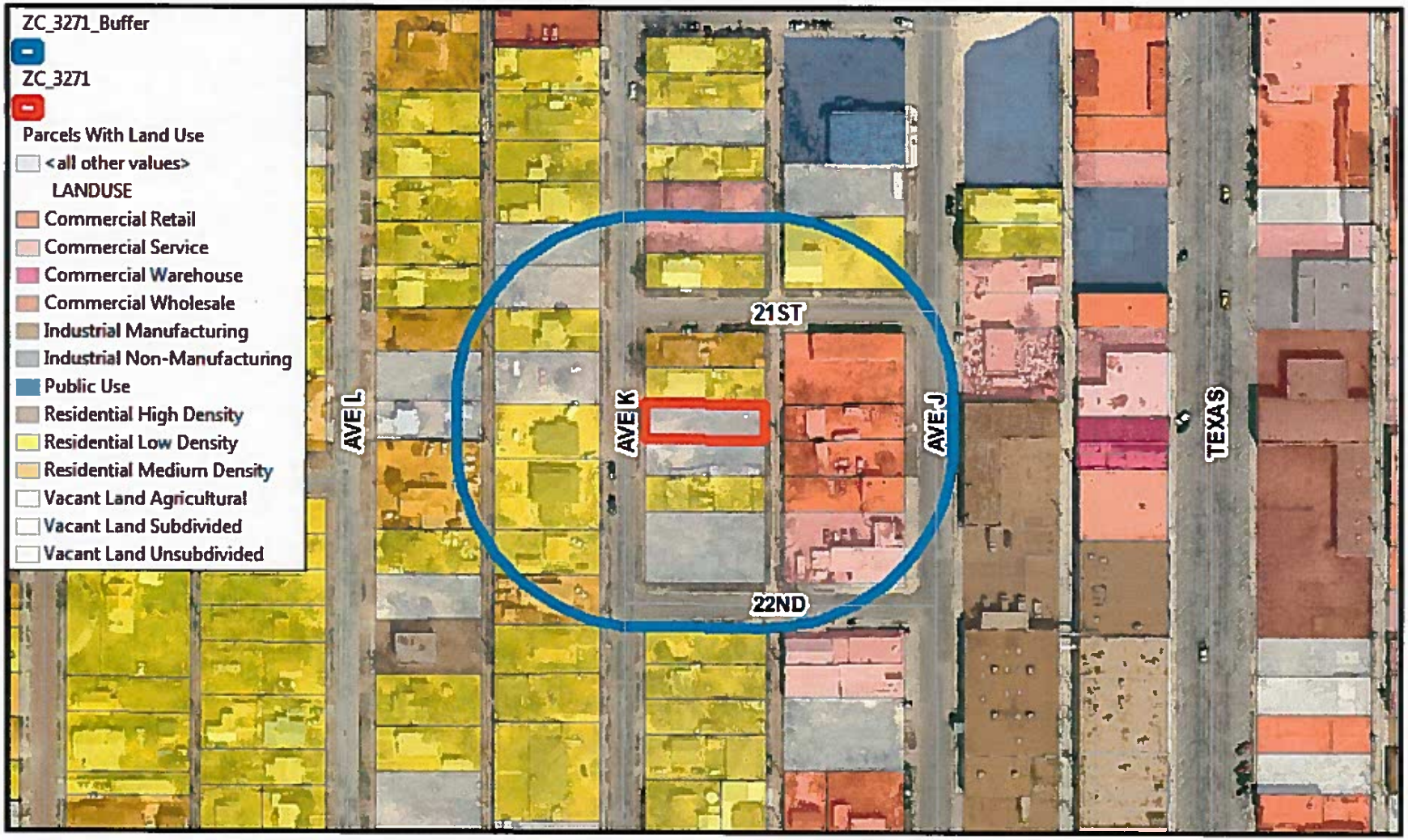
_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

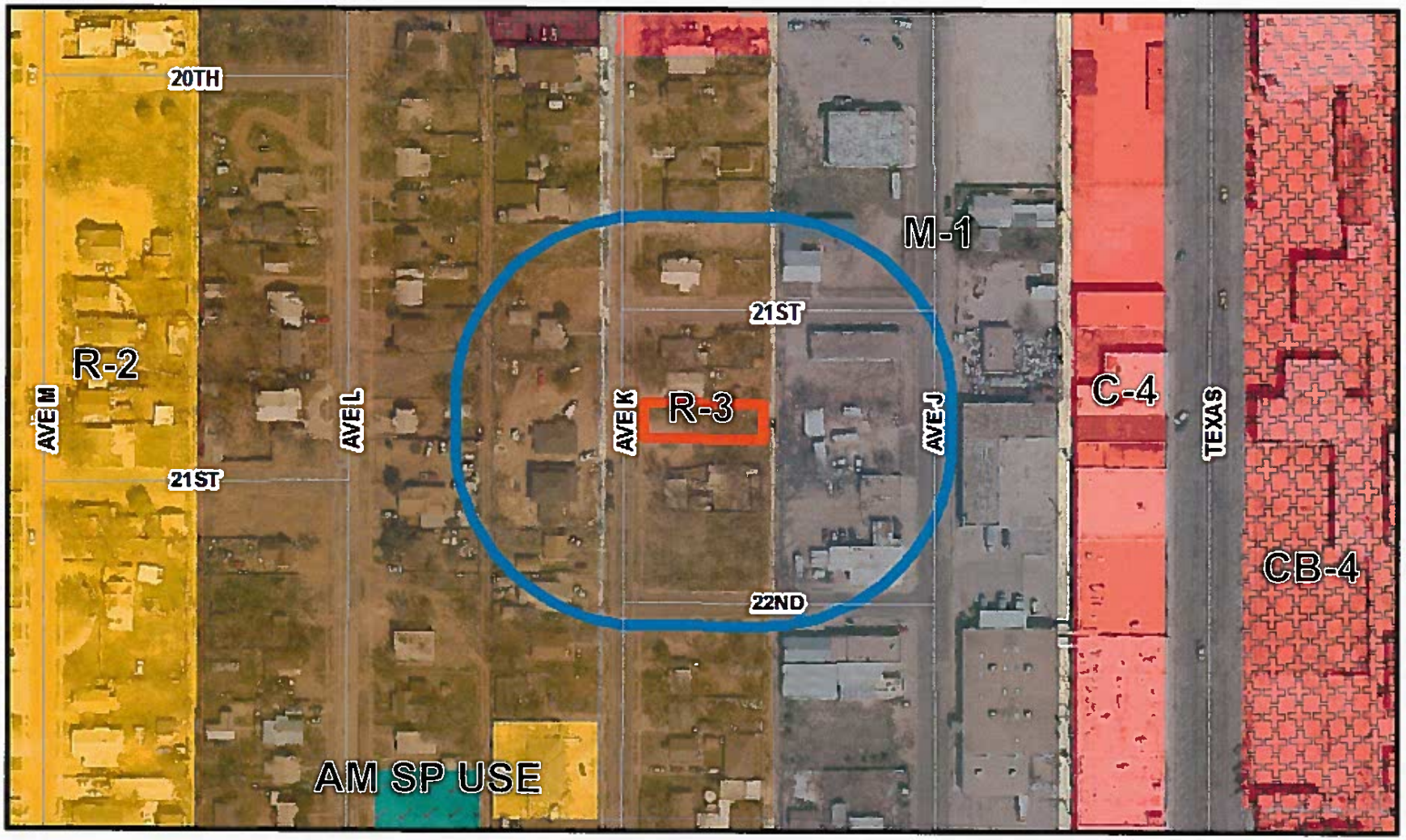
vw/cityatt/Justin/ZoneCase/ZC3271
December 1, 2015

P.Z.C. Case 3271



P.Z.C. Case 3271

Request of Henry Aguilar for a zoning change from R-3 to R-1, 2105 Avenue K



P.Z.C. Case 3271 Zoning

475.00 permit 107

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Henry Aguilar
2103 2103 Ave K
Street/Post Office Box
Lubbock, TX 79414
City State Zip
(806) 535-5868
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 2105 Ave K, Lubbock, TX 79411

Legal Description:* R52138

Existing Land Use: VACANT **Existing Zoning:** R-3

Acreage or Square Footage of Property: 40 x 135

Zoning Requested: Single family

Proposed Development: Single family Rome

If property is not subdivided, will preliminary plat be submitted? Yes N/A No

Henry Aguilar
Applicant's Signature

11/9/2015
Date

Filing Fee: 475.00 pd ck# 118301
($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: 86660 Map 4

Zone Case No.: 3271 **Agenda No.:**

Request for zoning change from: R-3 **To:** R-1

on Lot(s): 3 **Block(s):** 4

Subdivision: South Side **Address:** 2105 Ave K

VS NH

Property ID and Legal Description	Owner Information	Last Inspected	Market Value	Card Printed	Card #	Map ID
R52138 Tax Year: 2015 R806000-00004-00003-000 SOUTH SIDE BLK 4 L 3	AGUILAR, HENRY (O0093561) 535-5868 2103 AVE K LUBBOCK,TX 79411-2130 2105 AVE K	09/26/2012 (MHHG)	$800	11/04/2015	1	130
		Next Inspection/Reason	Assessed Value	Comments		
			$800			

Property Situs Address	
2105 AVE K, LUBBOCK, TX 79411	
Linked Property	
Neighborhood	**Exemptions/Spec. Vals**
0202AW2	
Taxing Unit Information	
GLB;SLB;CLB;HSP;WHP	

Topography	Utilities	Access	Other
			0202

Attributes

Const Style	Foundation	Ext. Finish	Int. Finish	Roof Style	Flooring

Heat/AC	Plumbing	Fireplace	Rooms	Bedrooms

Sales History

Date	Price	Seller	Book / Instrument	Page
06/28/2008		PLOTT, WANDA M	2008-25080	
05/28/2008		PLOTT, HERMAN HOWELL		
04/30/2007		PLOTT, HERMAN H		

Improvements

Type	Description	St Cd, HS, Type	Class	Area	Area Factor	Adjusted Area	Perimeter	Unit Price	Yr. Blt / Act-Eff	Cond	% Gd	Ph %	Eco %	Fnc %	% Cmp	Value

NBH% 74 TOTAL 0

Land Information

Type	Description	Table	ST Cd	HS	Meth	Area	Unit Price	Func %	Econ %	Adj %	Market Value	Ag Tbl	Meth	Ag Unit Pr	Ag Value
R	Residential		C1		FF	40x135	20.00	100	100		800			0.00	0

NBH% 100 EFF. ACRES 0.1240 TOTAL 5,400.0000 TOTAL 800 TOTAL 0

LOT SIZE

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0007 for Zone Case 3272, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 30.0 acres of unplatted land out of Block E-2, Section 22, 3401 130th Street.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
This request is for thirty acres of C-3 along 130th Street.

Adjacent land uses:
North: Vacant residential
South: Vacant commercial and apartment zoned land
East: Vacant commercial
West: Vacant Garden Office and R-1 zoned property

Comprehensive Land Use Plan (CLUP):
This request is not consistent with the CLUP. The current plan treats 130th Street as a thoroughfare and limits the commercial zoning to 660 feet from the intersection of two thoroughfares. This request is consistent with the failed proposed amendment for the CLUP to consider this area as the outer loop.

Zoning Policy:
As a thoroughfare, the request does not follow the current zoning policies.

Effect on the adjacent street and thoroughfare system:
The CLUP recommends against strip commercial partly due to the negative impact on the thoroughfare system. If and when the outer loop is constructed along the 130th Street corridor, there should be little impact on the thoroughfare system.

Recommendations:
Based on the current CLUP and zoning polices, staff recommends against the case.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3272
Maps & Documents - Zone Case 3272

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. 3272;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **30.0 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 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. 3272

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **30.0 acres of**

unplatted land out of Block E-2, Section 22, City of Lubbock, Lubbock County, Texas, located at **3401 130th Street**, 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/ZC3272
December 1, 2015

Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 30.0 acre tract of land located in Section 22, Block E-2, and being part of the East Half of Section 22, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Southeast and beginning corner of this tract whence the Southeast corner of Section 22, Block E-2 bears S88°14'07"E, a distance of 660.00 feet;

Thence N88°14'07"W, along the South section line of Section 22, Block E-2, Lubbock County, Texas, and the centerline of 130th Street, a distance of 1979.82 feet;

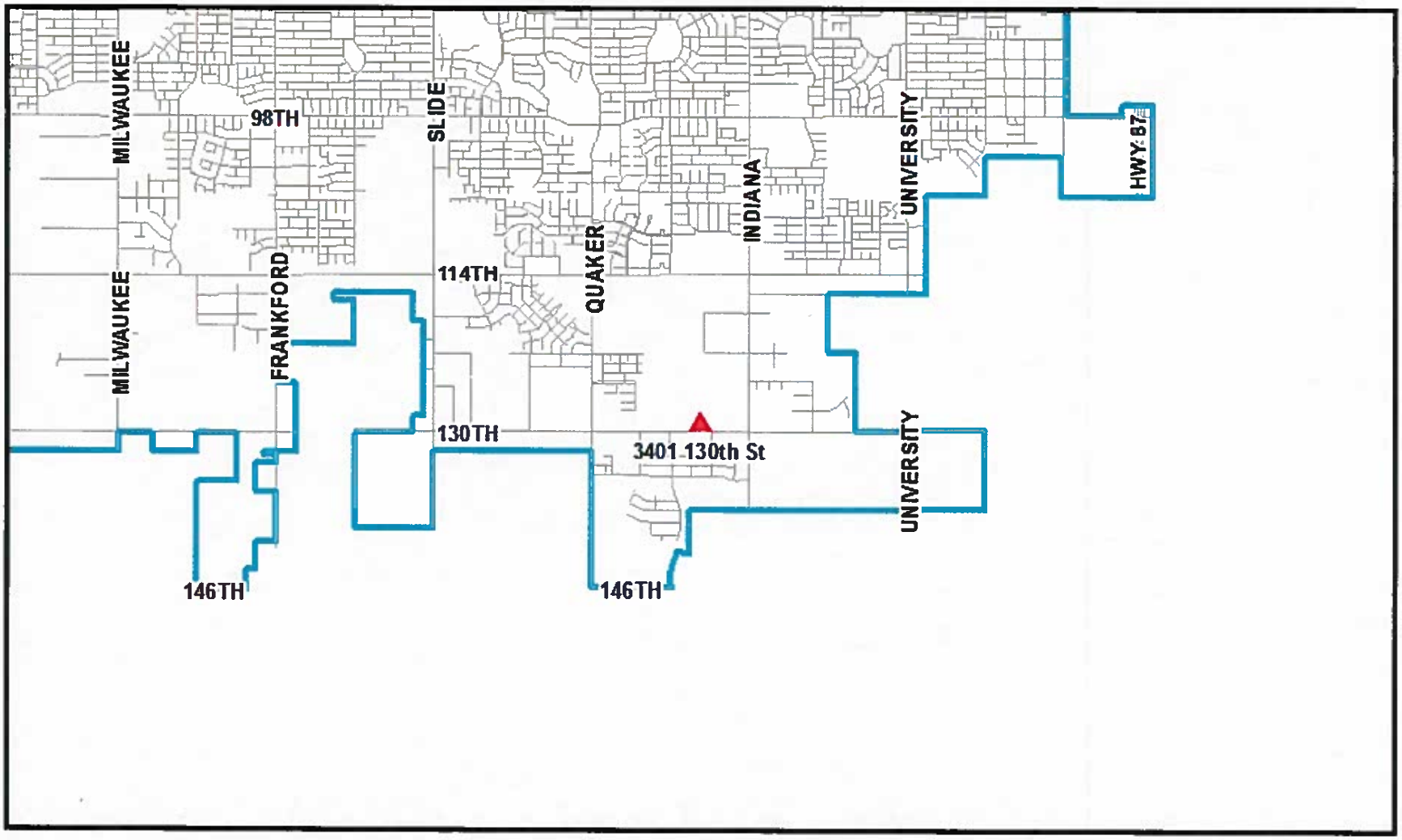
Thence N01°48'36"E, along the East line of the tract described in Volume 9993, Page 147, Official Public Records of Lubbock County, Texas, a distance of 660.00 feet;

Thence S88°14'07"E, a distance of 1979.57 feet;

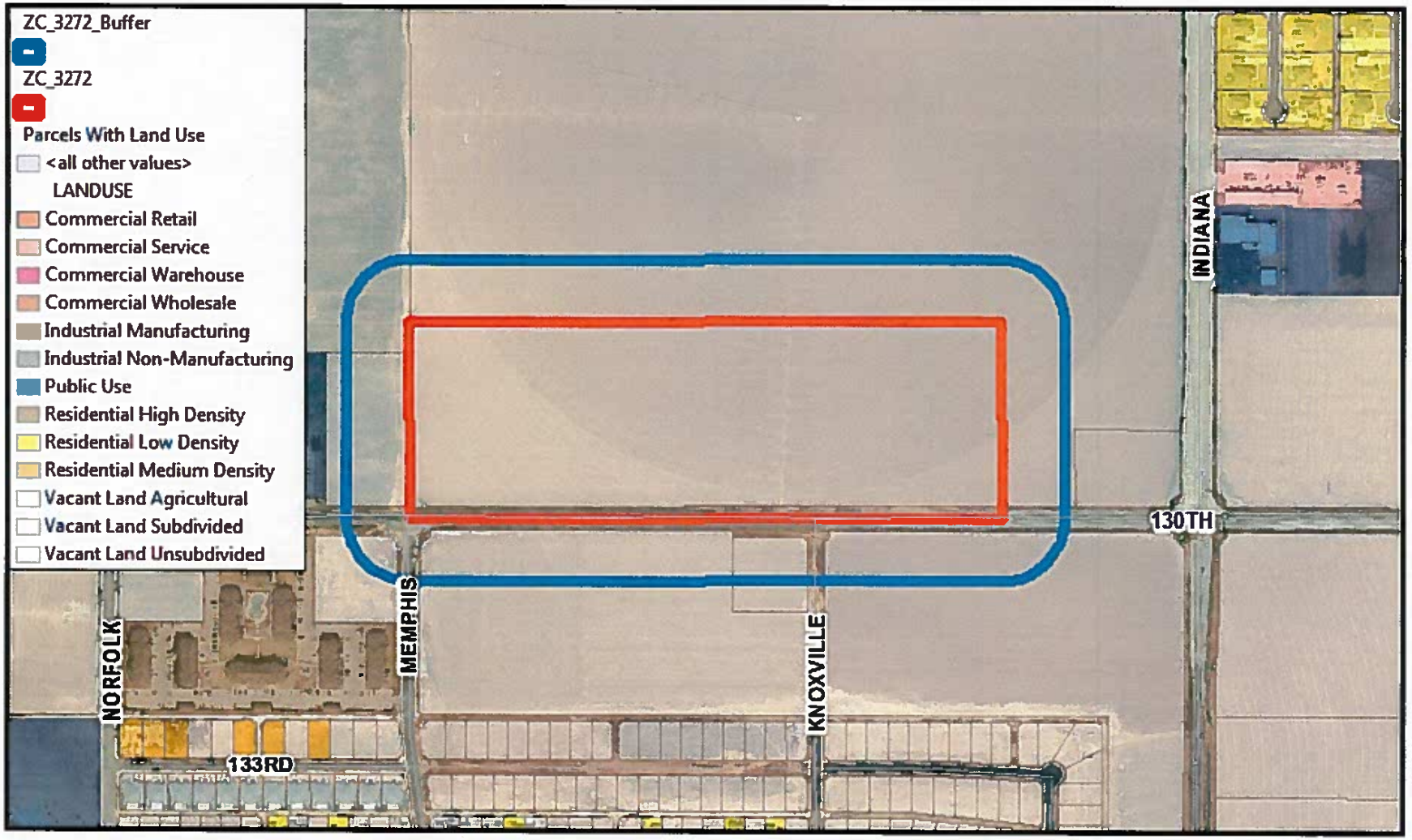
Thence S01°47'18"W, a distance of 660.00 to the Point of Beginning and containing approximately 30.0 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
November 9, 2015

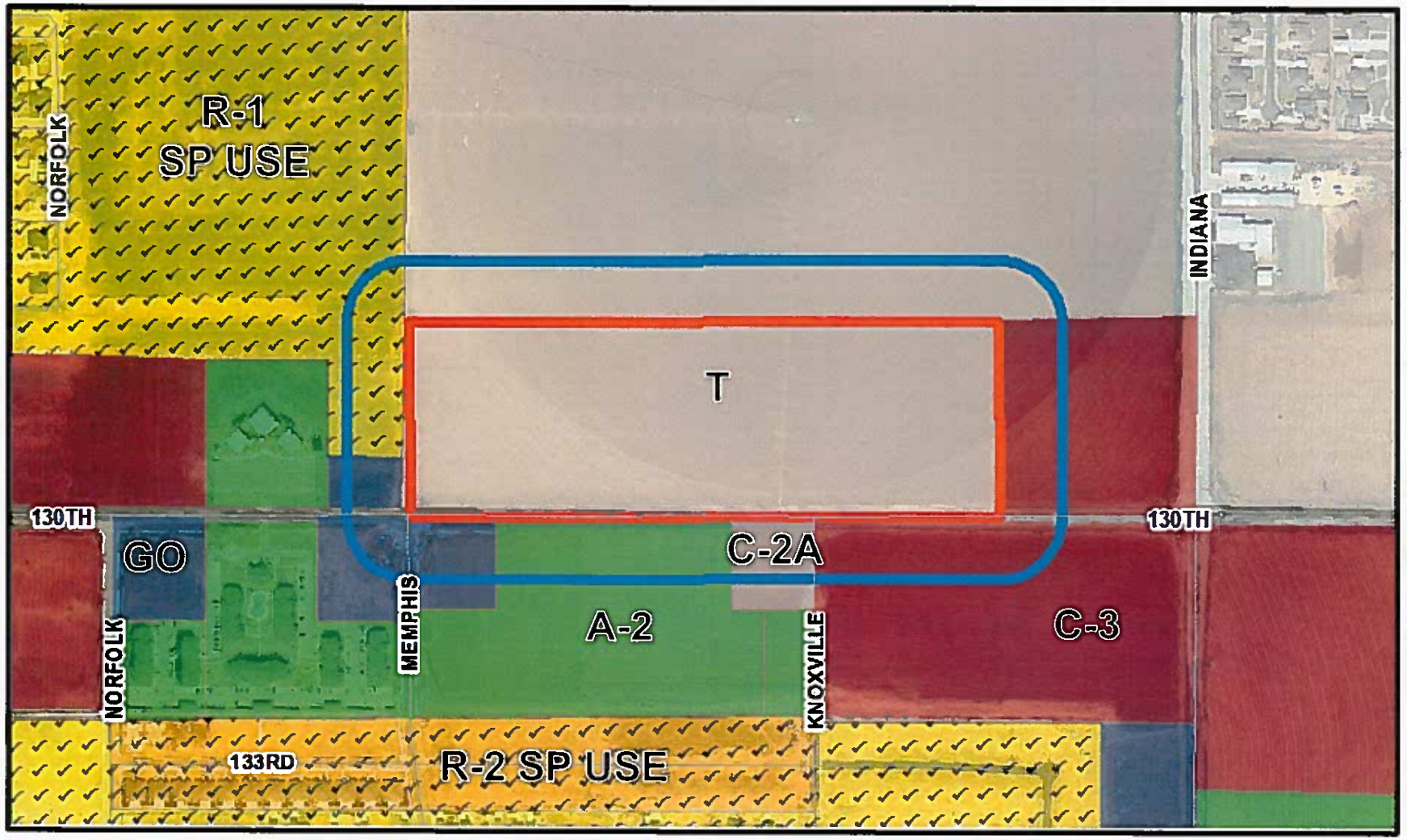


P.Z.C. Case 3272



P.Z.C. Case 3272

Request of AMD Engineering, LLC (for Lubbock Land Company) for a zoning change from T to C-3, 3401 130th Street



P.Z.C. Case 3272 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For Lubbock Land Company

4808 Knoxville Avenue, Suite A
Street/Post Office Box

Lubbock TX 79413
City State Zip

(806) 798-0098
Telephone

Location or Address: 660' deep tract adjacent to the north of 130th Street between Memphis and Indiana

Legal Description:* See attached

Existing Land Use: Ag **Existing Zoning:** T

Acreage or Square Footage of Property: 30 acres

Zoning Requested: C-3

Proposed Development: Commercial Development

If property is not subdivided, will preliminary plat be submitted? Yes x No

Applicant's Signature

November 9, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $562
($475.00 for the first acre; $3.00 for each additional acre)

For City Use Only

M+B map 41

Zone Case No.: 3272 **Agenda No.:**

Request for zoning change from: T **To:** C-3

on 30.0 acres of unplatted land out of block E-2 Section 22

on Lot(s) —, Block(s) —,

— Addition (Address: 3401 130th St).

VS 20

SKETCH FOR ZONING
CHANGE
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity
SOUTHEAST CORNER
SECTION 22 BLOCK E-2
CCFN: 200942601
INDIANA AVENUE
CCFN: 2009042598
55'
CCFN:
2012009889
2.69 AC
S88°14'07"E 660.00'
P.O.B.
FROM THIS POINT, THE
SOUTHEAST CORNER OF
SECTION 22, BLOCK E-2
BEARS S88°14'07"E, 660.00'
S01°47'18"W
660.00'
FM 1585
VOLUME 482 PAGE 40
(40' R-O-W EASEMENT)
30.0 ACRES
S88°14'07"E 1979.57'
N88°14'07"W 1979.82'
N01°48'36"E
660.00'
54.65 AC
VOLUME 9993 PAGE 147
SCALE:
0
150'
300'
600'

Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 30.0 acre tract of land located in Section 22, Block E-2, and being part of the East Half of Section 22, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point for the Southeast and beginning corner of this tract whence the Southeast corner of Section 22, Block E-2 bears S88°14'07"E, a distance of 660.00 feet;

Thence N88°14'07"W, along the South section line of Section 22, Block E-2, Lubbock County, Texas, and the centerline of 130th Street, a distance of 1979.82 feet;

Thence N01°48'36"E, along the East line of the tract described in Volume 9993, Page 147, Official Public Records of Lubbock County, Texas, a distance of 660.00 feet;

Thence S88°14'07"E, a distance of 1979.57 feet;

Thence S01°47'18"W, a distance of 660.00 to the Point of Beginning and containing approximately 30.0 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
November 9, 2015

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0008 for Zone Case 2573-P, a request of Hugo Reed and Associates, Inc. for North Park Lubbock Development, Inc., for a zoning change from AM zoning to IHC on 0.4 acres and a zoning change from IHC to AM on 1.8 acres of land out of Block JS, Section 1, 202 West Loop 289.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
In May of this year, the Planning & Zoning Commission and City Council approved zone changes in this area from A-2 and C-3 to AM and IHC. The Applicant is now requesting to change a portion of the AM zoning to IHC and a portion of the IHC zoning to AM.
0.4 acres from AM to IHC
1.8 acres from IHC to AM

Adjacent land uses:
North: Zoned A-2 Specific Use for an existing apartment complex
South: Zoned IHC
East: Zoned IHC
West: Combination of R-1 and A-2 zoning

Comprehensive Land Use Plan (CLUP):
The AM portion of the request is consistent with the CLUP. The additional IHC zoning would normally be considered as a minor change to the CLUP; however, since the amount of IHC zoned property is being reduced overall, the request is considered to be consistent with the CLUP.

Zoning Policy:
The request is supported through the current zoning policies.

Effect on the adjacent street and thoroughfare system:
Overall, the approval of this case will have no additional impact on the thoroughfare system.

Recommendations:
Staff recommends the request for approval.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 2573 P

Maps & Documents - Zone Case 2573-P

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. 2573-P;** A ZONING CHANGE FROM **AM** TO **IHC** ZONING DISTRICT ON **0.4 ACRES** AND FROM **IHC** TO **AM** ZONING DISTRICT ON **1.8 ACRES OF LAND OUT OF BLOCK JS, 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. 2573-P

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 **AM** to **IHC** zoning district on **0.4 acres** and from **IHC** to **AM** zoning district on **1.8 acres of land out of Block JS, Section 1,** City of Lubbock, Lubbock County, Texas, located at **202 West Loop 289**, 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/ZC2573-P
December 1, 2015

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

LAND SURVEYORS
CIVIL ENGINEERS

CHANGE TO AM ZONING

METES AND BOUNDS DESCRIPTION of an approximate 1.8 acre tract of land located in Section 1, Block JS, Lubbock County, Texas being further described as follows:

BEGINNING at a point in the centerline of Auburn Street, for the Northeast corner of this tract which bears S. 01°50'54" W. an approximate distance of 2647.9 feet and N. 88°06'26" W. an approximate distance of 1271.3 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE S. 01°52'32" W. an approximate distance of 650.5 feet to a point in the Northern boundary of a 2.0 acre tract of land previously zoned IHC for the Southeast corner of this tract;

THENCE S. 54°53'13" W., along the Northern boundary of said 2.0 acre tract, an approximate distance of 7.6 feet to a point for a corner of a 13.1 tract of land previously zoned AM, for the most Southerly Southwest corner of this tract;

THENCE N. 22°50'44" W., along the Eastern boundary of said 13.1 acre tract, an approximate distance of 373.2 feet to a point for a corner of this tract;

THENCE N. 01°51'45" E., continuing along the Eastern boundary of said 13.1 acre tract, an approximate distance of 316.1 feet to a point for the Northeast corner of said 13.1 acre tract in the centerline of said Auburn Street for the Northwest corner of this tract;

THENCE S. 88°08'15" E., along said centerline of Auburn Street, an approximate distance of 162.2 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY.

November 5, 2015

NOT FOR RECORDING

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/783-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

CHANGE TO IHC ZONING

METES AND BOUNDS DESCRIPTION of an approximate 0.4 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of a 3.1 acre tract of land previously zoned IHC and the Northeast corner of this tract which bears S. 01°50'54" W. an approximate distance of 3380.5 feet and N. 88°06'26" W. an approximate distance of 1380.5 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE S. 54°53'13" W., along the Northern boundary of said 3.1 acre tract, an approximate distance of 275.9 feet to a point for the Northwest corner of said 3.1 acre tract and the Southwest corner of this tract;

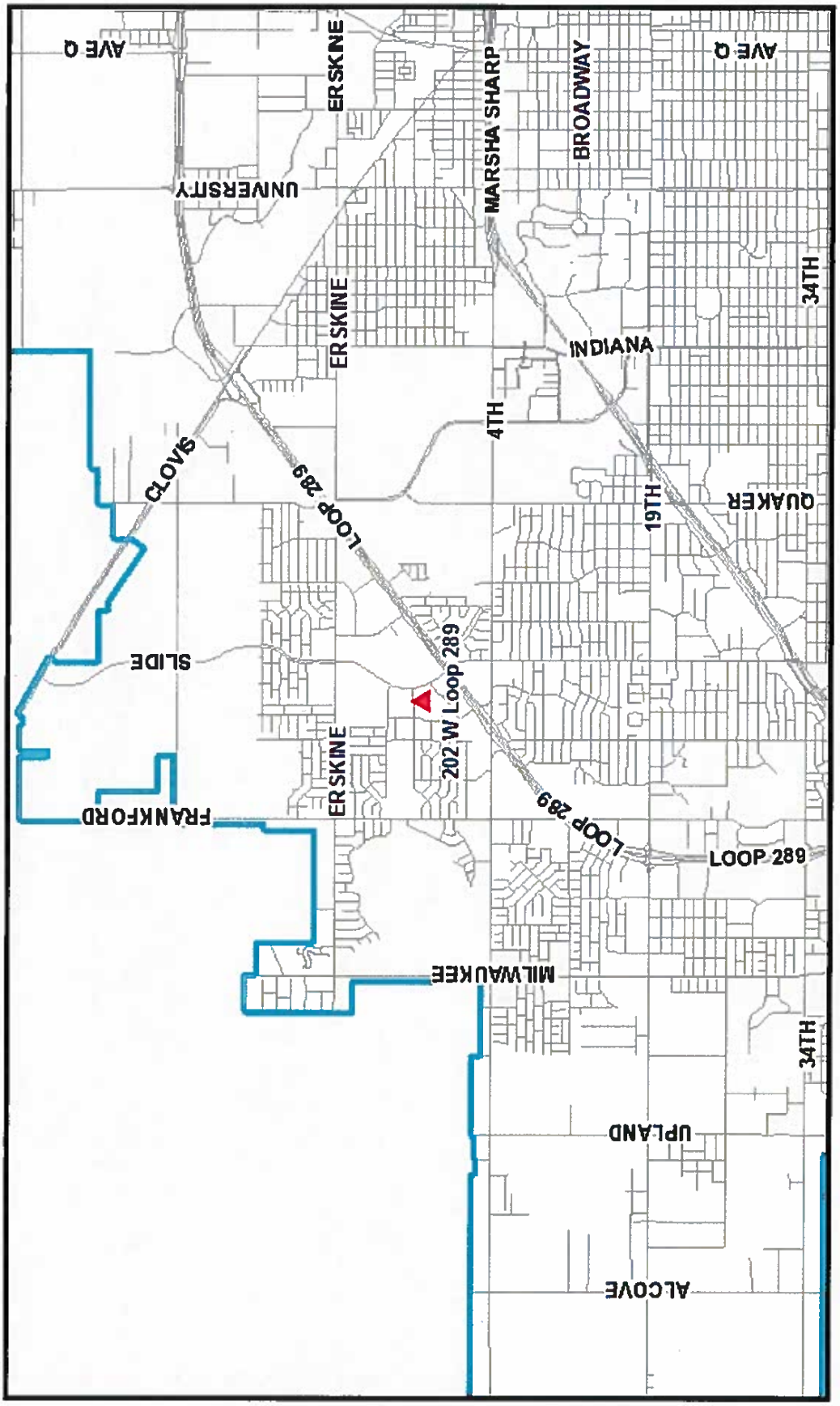
THENCE N. 01°52'22" E. an approximate distance of 165.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°15'56" E. an approximate distance of 220.4 feet to the Point of Beginning.

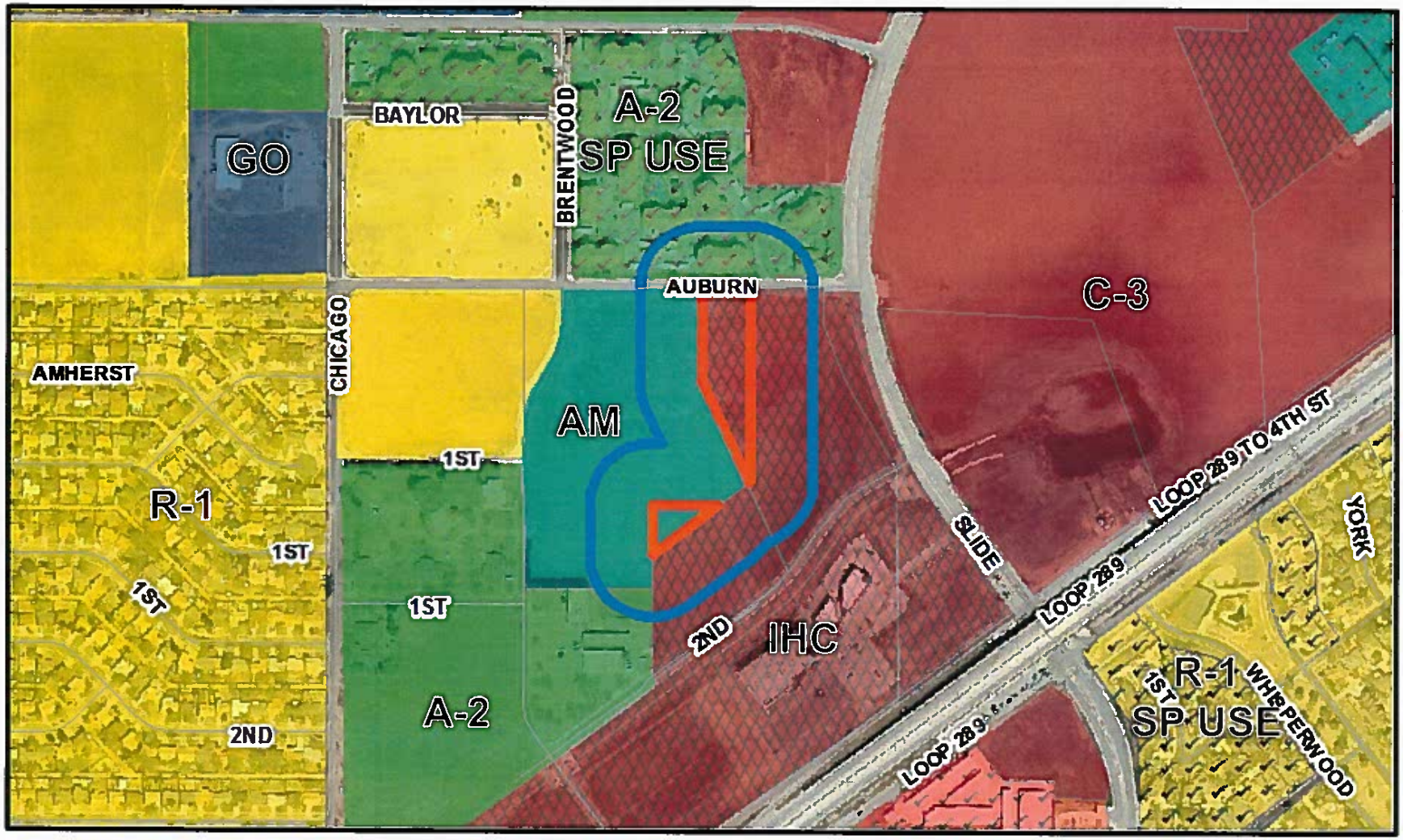
PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY.

November 5, 2015

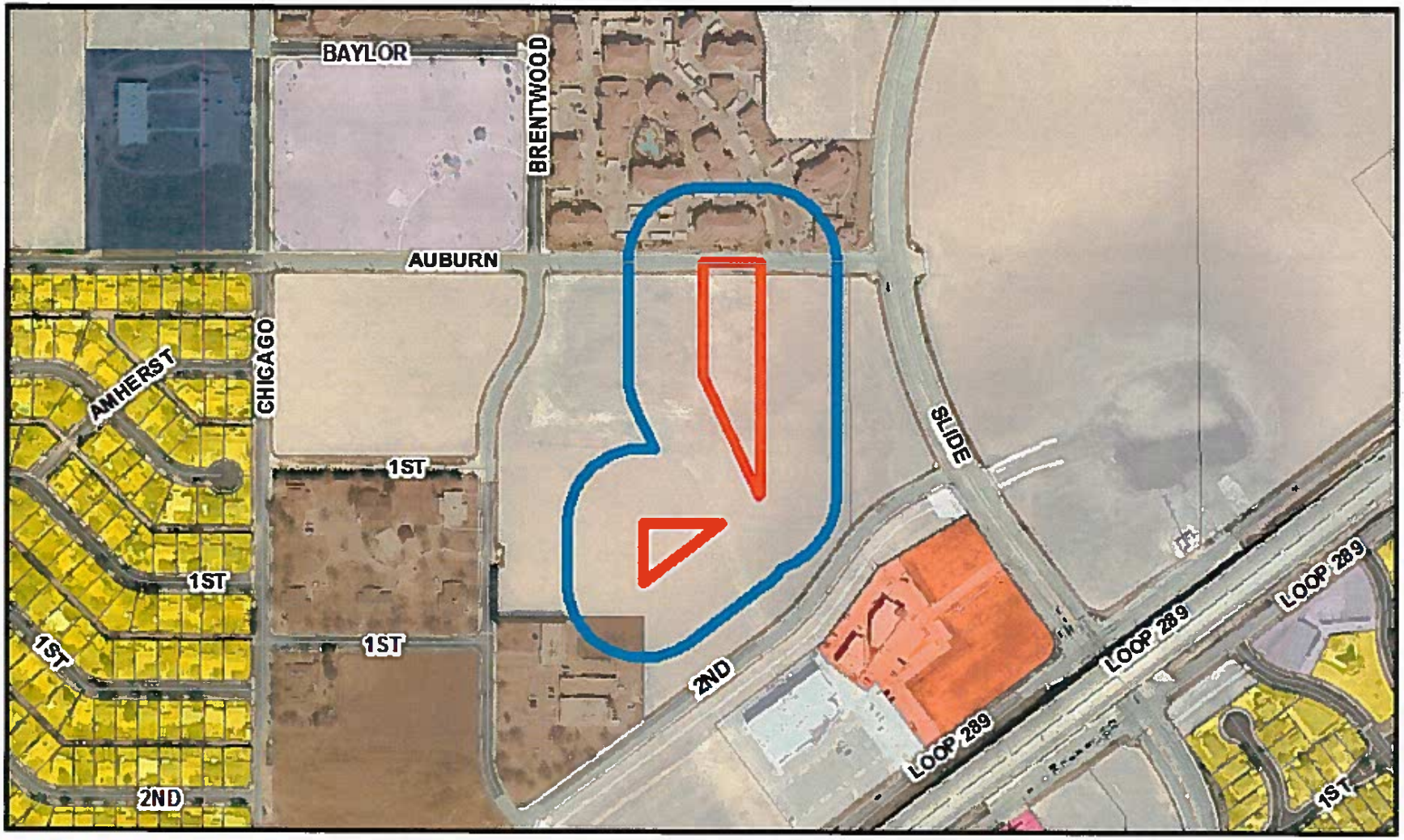
NOT FOR RECORDING



P.Z.C. Case 2573-P



P.Z.C. Case 2573-P Zoning



P.Z.C. Case 2573-P

Request of Hugo Reed and Associates, Inc. (for North Park Lubbock Development, Inc.) for a zoning change from AM and IHC to AM and IHC, 202 West Loop 289

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: North Park Lubbock Development, Inc.
810 West 10th Street
Street/Post Office Box
Austin, Texas 78701
City State Zip
806-789-0734
Telephone

Location or Address: Auburn Street West of North Slide Road

Legal Description:* See descriptions attached

Existing Land Use: Vacant

Existing Zoning: AM, IHC

Acreage or Square Footage of Property: 2.2 acres (total of two descriptions)

Zoning Requested: AM and IHC

Proposed Development: Multi-Family and unspecified commercial development

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

November 9, 2015
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: $481 (North Park #3011)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

Mt 8 map 24

Zone Case No.: 2573-P

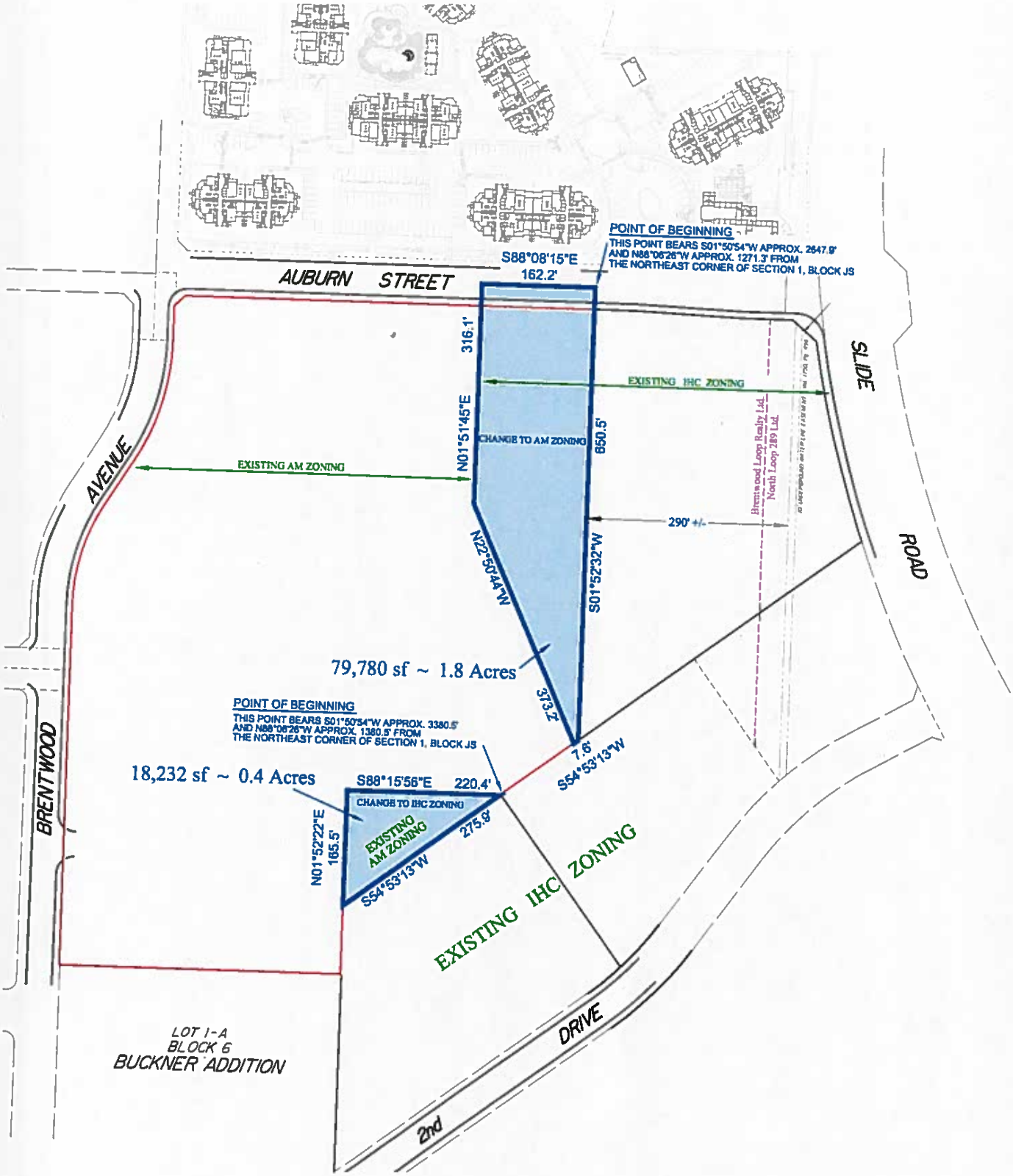
Agenda No.: _____

Request for zoning change from: AM, IHC To: AM, IHC

2.2 acres of land out of Block JS, Section 1

on Lot(s): — Block(s): —

Subdivision: — Address: 202 W Loop 289


AUBURN STREET
S88°08'15"E
162.2'
POINT OF BEGINNING
THIS POINT BEARS S01°50'54"W APPROX. 2647.9'
AND N88°06'26"W APPROX. 1271.3' FROM
THE NORTHEAST CORNER OF SECTION 1, BLOCK JS
316.1'
N01°51'45"E
EXISTING IHC ZONING
CHANGE TO AM ZONING
650.5'
EXISTING AM ZONING
290' +/-
N22°50'44"W
S01°52'32"W
373.2'
79,780 sf ~ 1.8 Acres
POINT OF BEGINNING
THIS POINT BEARS S01°50'54"W APPROX. 3380.5'
AND N88°06'26"W APPROX. 1380.5' FROM
THE NORTHEAST CORNER OF SECTION 1, BLOCK JS
18,232 sf ~ 0.4 Acres
S88°15'56"E
220.4'
7.6'
S54°53'13"W
CHANGE TO IHC ZONING
EXISTING AM ZONING
275.8'
N01°52'22"E
165.5'
S54°53'13"W
EXISTING IHC ZONING
LOT 1-A
BLOCK 6
BUCKNER ADDITION
AVENUE
BRENTWOOD
SLIDE
ROAD
DRIVE
2nd

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

LAND SURVEYORS
CIVIL ENGINEERS

CHANGE TO AM ZONING

METES AND BOUNDS DESCRIPTION of an approximate 1.8 acre tract of land located in Section 1, Block JS, Lubbock County, Texas being further described as follows:

BEGINNING at a point in the centerline of Auburn Street, for the Northeast corner of this tract which bears S. 01°50'54" W. an approximate distance of 2647.9 feet and N. 88°06'26" W. an approximate distance of 1271.3 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE S. 01°52'32" W. an approximate distance of 650.5 feet to a point in the Northern boundary of a 2.0 acre tract of land previously zoned IHC for the Southeast corner of this tract;

THENCE S. 54°53'13" W., along the Northern boundary of said 2.0 acre tract, an approximate distance of 7.6 feet to a point for a corner of a 13.1 tract of land previously zoned AM, for the most Southerly Southwest corner of this tract;

THENCE N. 22°50'44" W., along the Eastern boundary of said 13.1 acre tract, an approximate distance of 373.2 feet to a point for a corner of this tract;

THENCE N. 01°51'45" E., continuing along the Eastern boundary of said 13.1 acre tract, an approximate distance of 316.1 feet to a point for the Northeast corner of said 13.1 acre tract in the centerline of said Auburn Street for the Northwest corner of this tract;

THENCE S. 88°08'15" E., along said centerline of Auburn Street, an approximate distance of 162.2 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY.

November 5, 2015

NOT FOR RECORDING

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

LAND SURVEYORS
CIVIL ENGINEERS

CHANGE TO IHC ZONING

METES AND BOUNDS DESCRIPTION of an approximate 0.4 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of a 3.1 acre tract of land previously zoned IHC and the Northeast corner of this tract which bears S. 01°50'54" W. an approximate distance of 3380.5 feet and N. 88°06'26" W. an approximate distance of 1380.5 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE S. 54°53'13" W., along the Northern boundary of said 3.1 acre tract, an approximate distance of 275.9 feet to a point for the Northwest corner of said 3.1 acre tract and the Southwest corner of this tract;

THENCE N. 01°52'22" E. an approximate distance of 165.5 feet to a point for the Northwest corner of this tract;

THENCE S. 88°15'56" E. an approximate distance of 220.4 feet to the Point of Beginning.

PREPARED FOR ZONING PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY.

November 5, 2015

NOT FOR RECORDING

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0009 for Zone Case 2952-B, a request of Hugo Reed and Associates, Inc., for Dovetail Development LLC., for a zoning change from A-2, R-1, R-2, and R-1 Specific Use to A-2 on 28.9 acres of unplatted land out of Block JS, Section 5, 4501 Ursuline Street.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
The request is to increase the current 17.5 acres of A-2 zoning to 28.9 acres.
The address of the parent tract is 4501 Ursuline Street, however this tract will not abut Ursuline Street.

Adjacent land uses:
North: R-1 Specific Use, R-2 and R-1
South: R-1 Single Family
East: IDP – medical facility
West: R-1 Specific Use and R-2

Comprehensive Land Use Plan (CLUP):
Because the proposed area is along a major thoroughfare and a collector, the proposed zoning is consistent with the CLUP.

Zoning Policy:
The amendment is consistent with zoning policy as the zoning will be A-2.

Effect on the adjacent street and thoroughfare system:
With proper parking and access design, there should be no impact on the thoroughfare system.

Recommendations:
Staff supports the request.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 2952-B

Maps & Documents - Zone Case 2952-B

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. 2952-B;** A ZONING CHANGE FROM **A-2, R-1, R-2 AND R-1 SPECIFIC USE** TO **A-2** ZONING DISTRICT ON **28.9 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 5,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2952-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2, R-1, R-2 and R-1 Specific Use** to **A-2** zoning district on **28.9 acres of unplatted land out of Block JS, Section 5,** 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/ZC2952-B
December 1, 2015

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

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 28.9 acre tract of land located in Section 5, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 5, Block JS, Lubbock County, Texas, for the Northeast corner of this tract which bears S. 01°48'06" W. an approximate distance of 1310.1 feet from the Northeast corner of Section 5, Block JS, Lubbock County, Texas;

THENCE S. 01°48'06" W., along the East line of said Section 5, Block JS, an approximate distance of 1334.8 feet to a point for the Southeast corner of this tract;

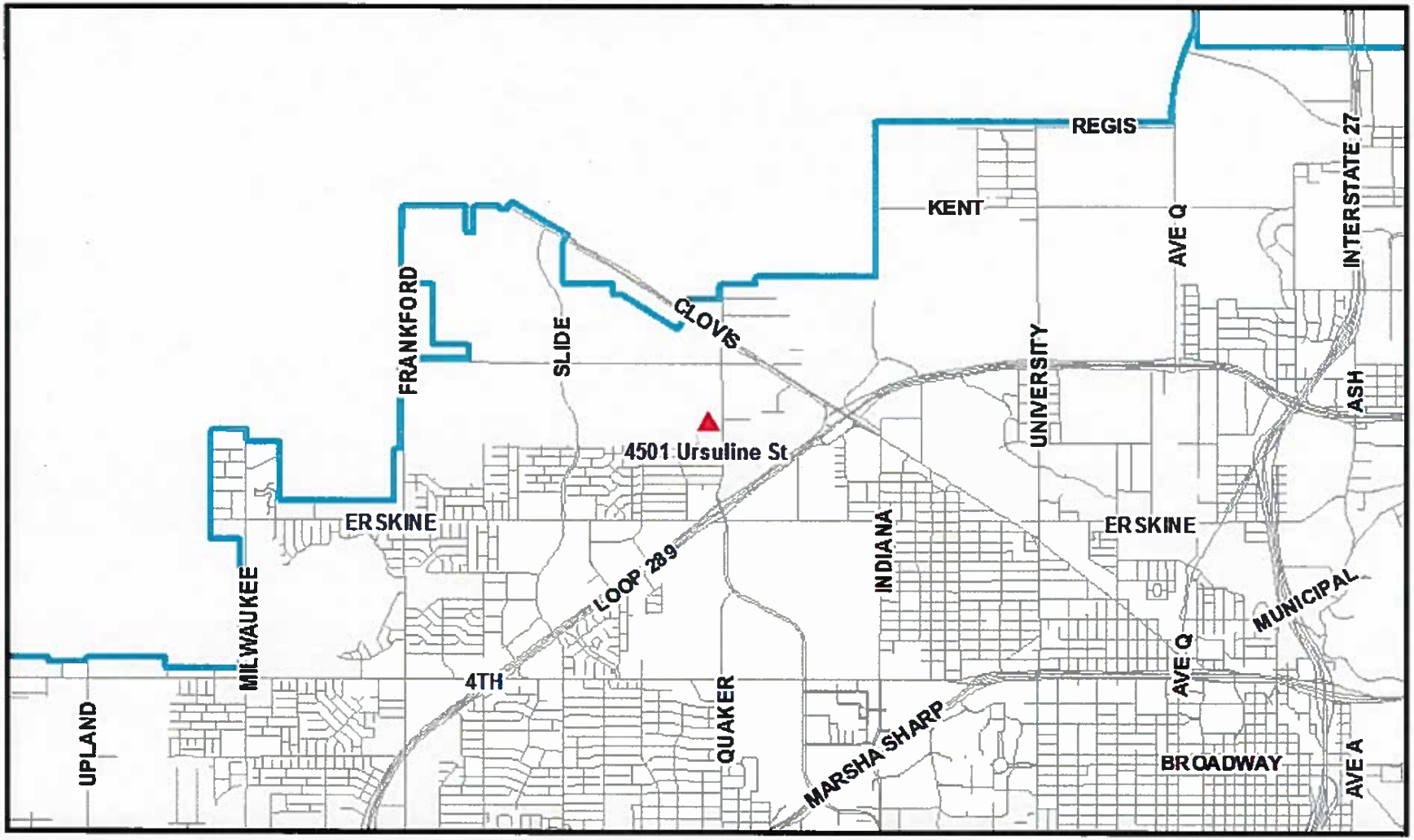
THENCE N. 88°09'12" W. an approximate distance of 945.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'06" E. an approximate distance of 1334.0 feet to a point for the Northwest corner of this tract;

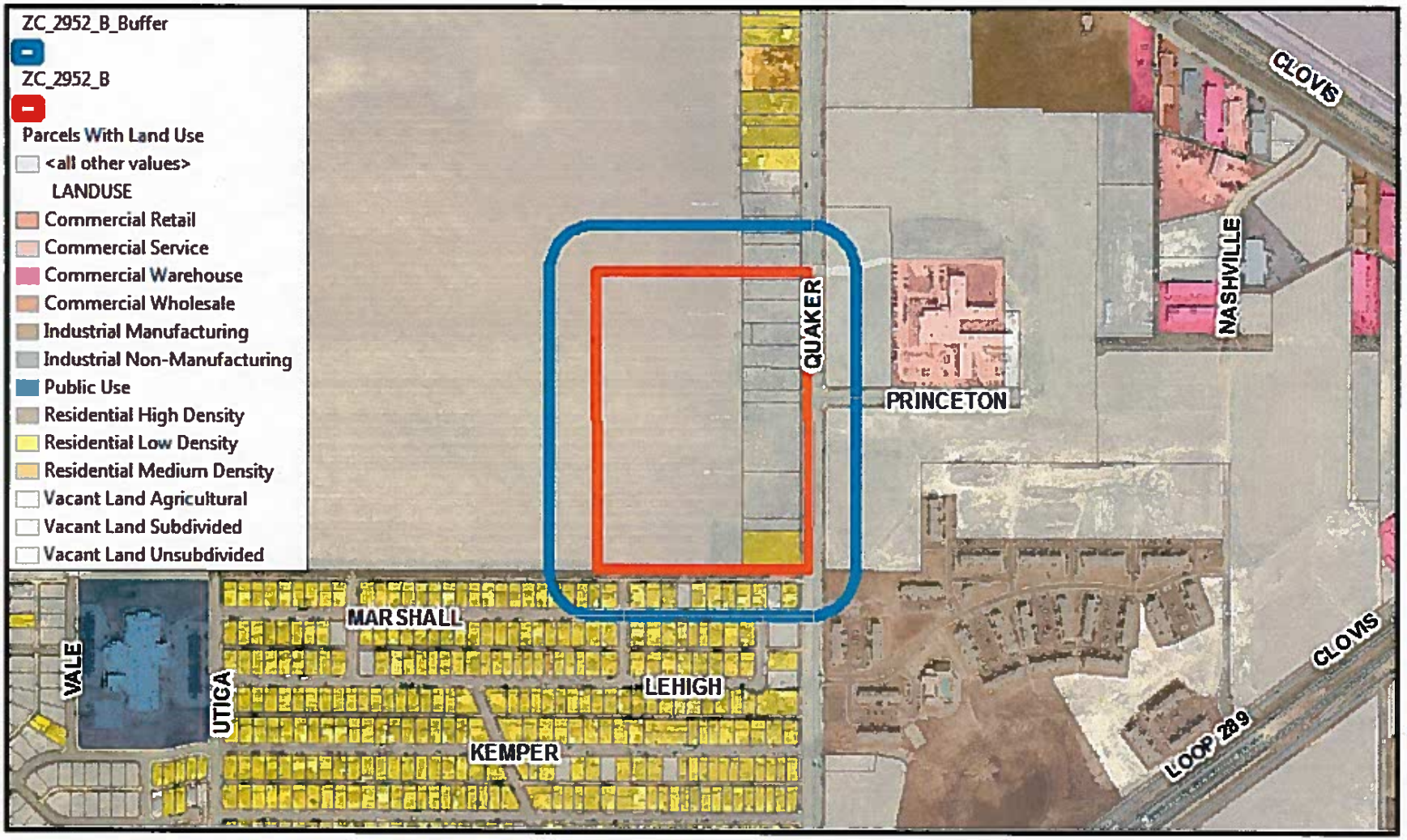
THENCE S. 88°11'54" E. an approximate distance of 945.0 feet to the Point of Beginning.

Contains: Approximately 28.9 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

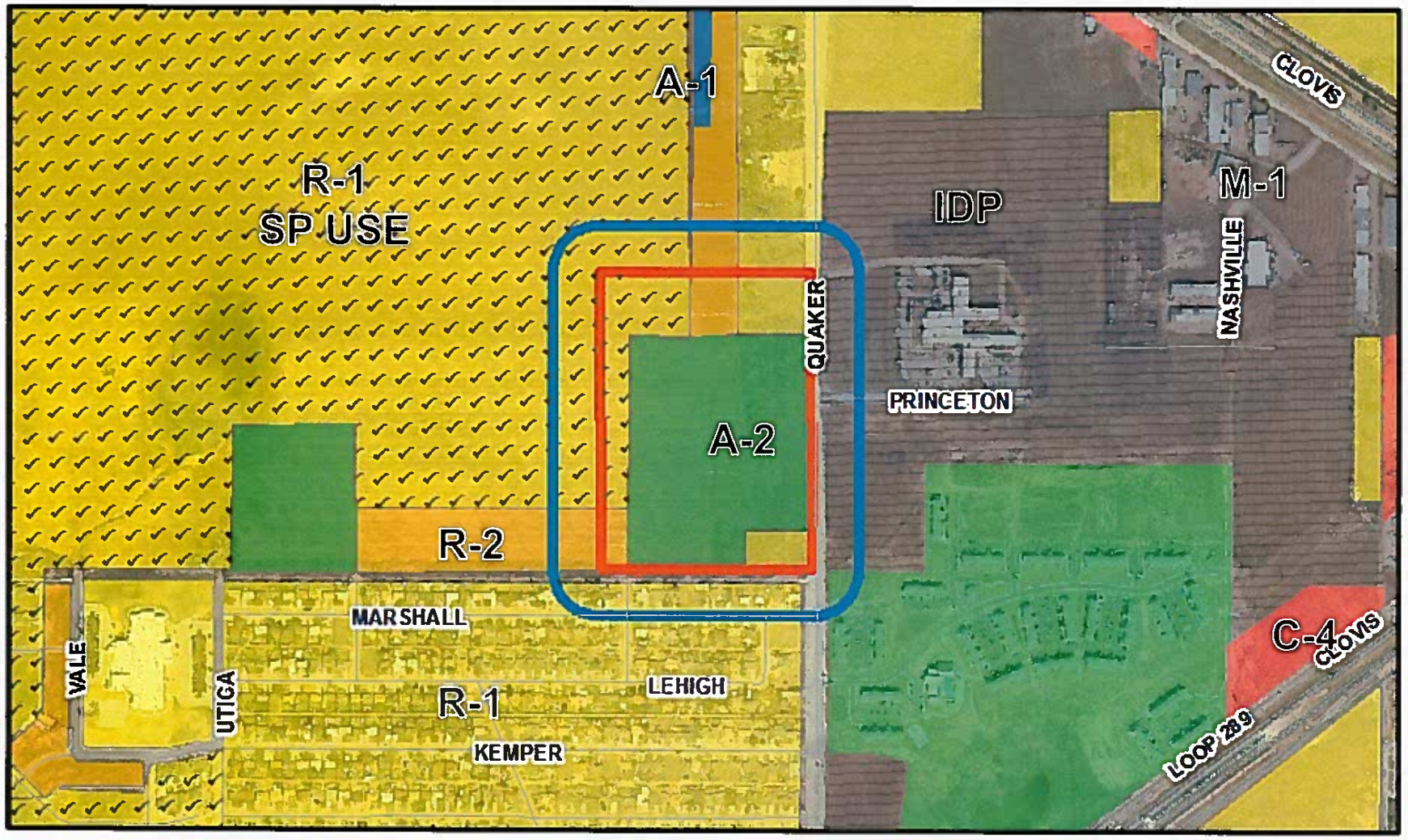


P.Z.C. Case 2952-B



P.Z.C. Case 2952-B

Request of Hugo Reed and Associates, Inc. (for Dovetail Development LLC) for a zoning change from A-2, R-1, R-2, and R-1 Specific Use to A-2, 4501 Ursuline Street



P.Z.C. Case 2952-B Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
Dovetail Development LLC
1550 Timothy Road, Suite 201
Street/Post Office Box
Athens, GA 30606
City State Zip
(706) 357-9102
Telephone

Location or Address: West side of North Quaker Avenue near Princeton Street

Legal Description:* Section 5, Block JS - See description attached

Existing Land Use: Vacant

Existing Zoning: R-1 Spec Use and A-2

Acreage or Square Footage of Property: 28.9 acres

Zoning Requested: A-2

Proposed Development: Multi-Family

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

November 10, 2015
Date

Filing Fee: $559 (Dovetail #1388)
($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 MKB map 9

Zone Case No.: 2952-B **Agenda No.:** _____

Request for zoning change from: A-2, R-1, R-2, R-1 SP use **To:** A-2

28.9 acres of unplatted land out of Block JS Section 5

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 4501 Ursuline St

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 28.9 acre tract of land located in Section 5, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 5, Block JS, Lubbock County, Texas, for the Northeast corner of this tract which bears S. 01°48'06" W. an approximate distance of 1310.1 feet from the Northeast corner of Section 5, Block JS, Lubbock County, Texas;

THENCE S. 01°48'06" W., along the East line of said Section 5, Block JS, an approximate distance of 1334.8 feet to a point for the Southeast corner of this tract;

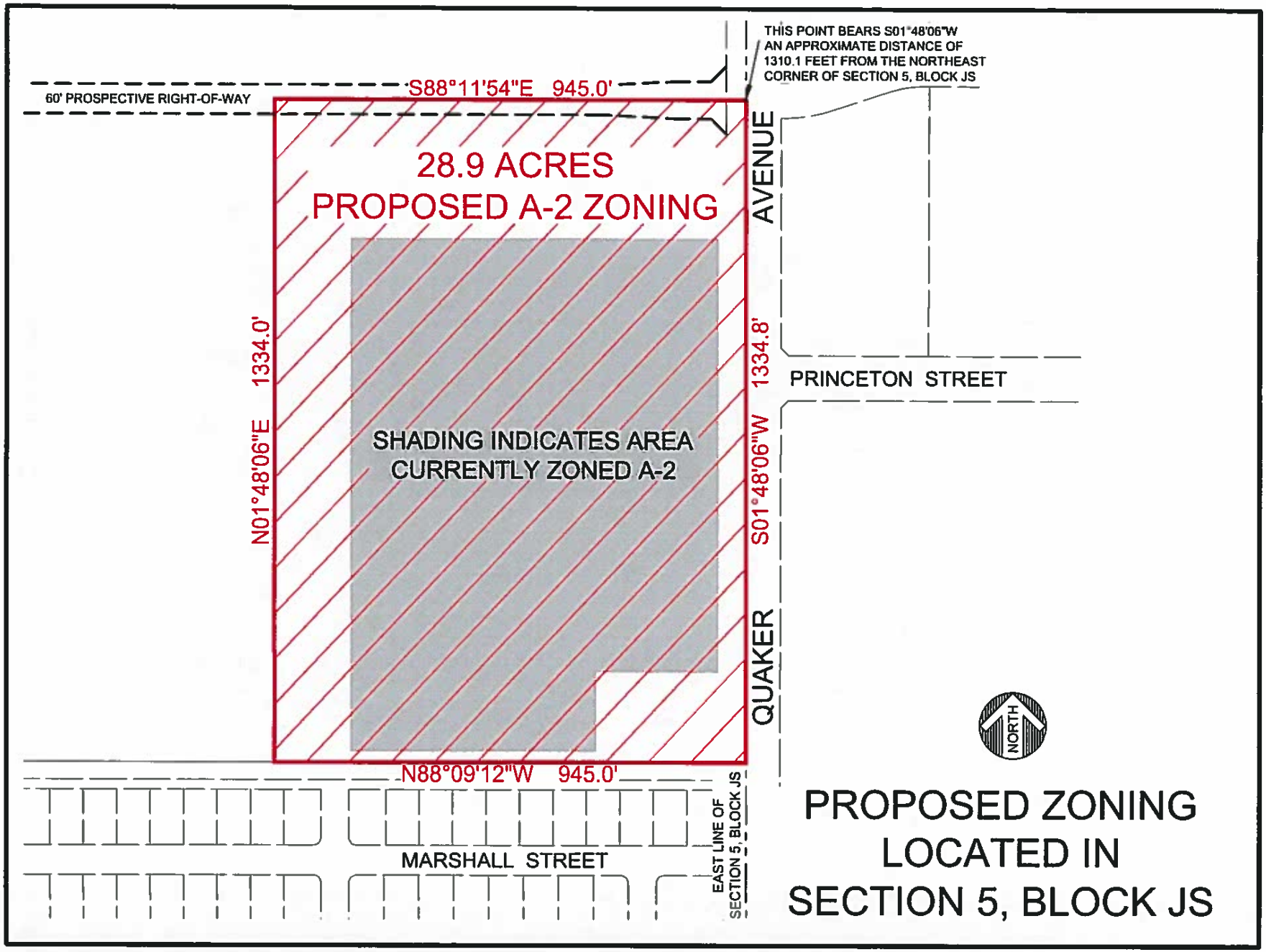
THENCE N. 88°09'12" W. an approximate distance of 945.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'06" E. an approximate distance of 1334.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°11'54" E. an approximate distance of 945.0 feet to the Point of Beginning.

Contains: Approximately 28.9 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.


THIS POINT BEARS S01°48'06"W
AN APPROXIMATE DISTANCE OF
1310.1 FEET FROM THE NORTHEAST
CORNER OF SECTION 5, BLOCK JS
S88°11'54"E 945.0'
60' PROSPECTIVE RIGHT-OF-WAY
28.9 ACRES
PROPOSED A-2 ZONING
AVENUE
1334.0'
N01°48'06"E
1334.8'
S01°48'06"W
PRINCETON STREET
SHADING INDICATES AREA
CURRENTLY ZONED A-2
QUAKER
NORTH
N88°09'12"W 945.0'
MARSHALL STREET
EAST LINE OF
SECTION 5, BLOCK JS
PROPOSED ZONING
LOCATED IN
SECTION 5, BLOCK JS

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

Meeting Date: 01/28/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0010 for Zone Case 3273, a request of Ron Childress for a zoning change from T to C-4 Specific Use for a driving range facility and accessory uses on 13.6 acres of unplatted land out of Block AK, Section 35, 6716 66th Street.

Item Summary

On January 14, 2016, the City Council approved the first reading of the ordinance.

General comments:
The request is for a new golf driving range complex including accessory uses such as a restaurant and patio, golf academy, and pro shop.

Adjacent land uses:
North: Existing tree farm
South: Existing businesses
East: Existing businesses
West: Combination of commercial businesses and single family homes

Comprehensive Land Use Plan (CLUP):
As a commercial use, the request is consistent with the CLUP.

Zoning Policy:
Without the specific use request, policy would recommend Interstate Highway Commercial (IHC). However, the specific use zoning limits the uses to an exact proposal, which in this case are consistent with the zoning policies.

Effect on the adjacent street and thoroughfare system:
With access to Marsha Sharp Freeway and 66th Street, there should be little impact on the thoroughfare system.

Recommendations:
Staff recommends the case for approval with the following conditions:
1. Tied to the proposed site plan, allowing for minor adjustments.

On December 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the proposed site plan, allowing for minor adjustments.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3273
Maps & Documents 1 - Zone Case 3273
Map 2

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. 3273;** A ZONING CHANGE FROM **T** TO **C-4 SPECIFIC USE** FOR A **GOLF DRIVING RANGE AND ACCESSORY USES**, ON **13.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35,** 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. 3273

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 C-4 Specific Use** for a **golf driving range and accessory uses**, on **13.6 acres of unplatted land out of Block AK, Section 35,** City of Lubbock, Lubbock County, Texas, located at **6716 66th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the proposed site plan, allowing for minor adjustments.**

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 **6716 66th 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

vw/CityAtt/Justin/Zones/ZC3273
December 1, 2015

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 13.64 acre tract of land located in Section 35, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 35, Block AK, Lubbock County, Texas, for the Southeast corner of this tract which bears West an approximate distance of 1972.4 feet from the Southeast corner of Section 35, Block AK, Lubbock County, Texas;

THENCE West, along the South line of Section 35, Block AK, an approximate distance of 423.3 feet to a point for the Southwest corner of this tract;

THENCE N. 36°06'00" W., an approximate distance of 546.3 feet to a point for the Northwest corner of this tract;

THENCE N. 68°20'19" E., an approximate distance of 152.5 feet to a point;

THENCE N. 70°33'00" E. an approximate distance of 314.7 feet to a point for a corner of this tract;

THENEC S. 76°39'07" E. an approximate distance of 30.7 feet to a point for a corner of this tract;

THENCE N. 69°53'43" E. an approximate distance of 526.5 feet to a point;

THENCE N. 72°53'47" E. an approximate distance of 315.2 feet to a point for a corner of this tract;

THENCE S. 22°01'00" E. an approximate distance of 297.9 feet to a point for a corner of this tract;

THENCE S. 57°43'07" W. an approximate distance of 306.6 feet to a point;

THENCE S. 59°24'58" W. an approximate distance of 73.1 feet to a point

THENCE S. 59°25'00" W. an approximate distance of 358.2 feet to a point for a corner of this tract;

THENCE South an approximate distance of 209.7 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

November 10, 2015

NOT FOR RECORDING

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
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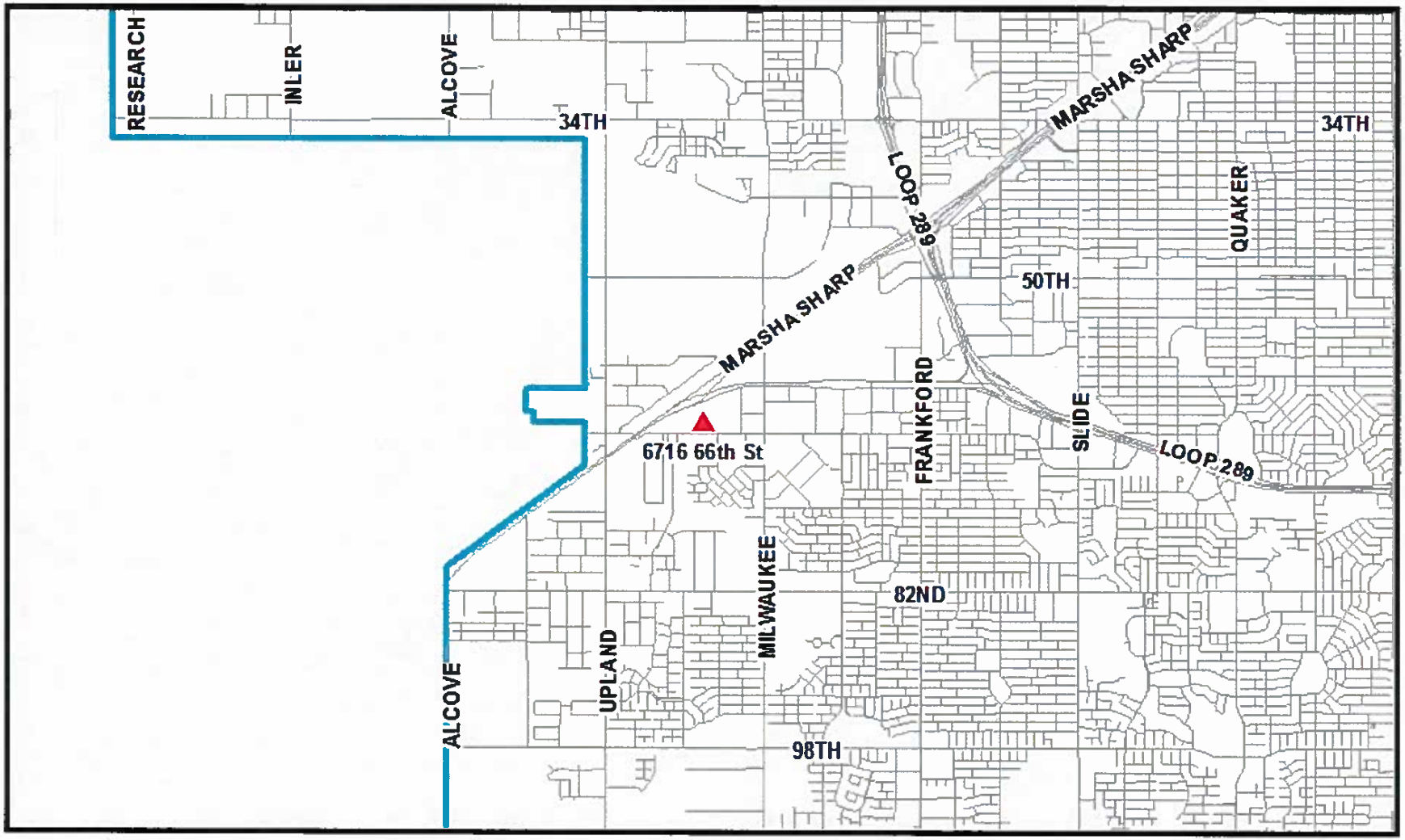
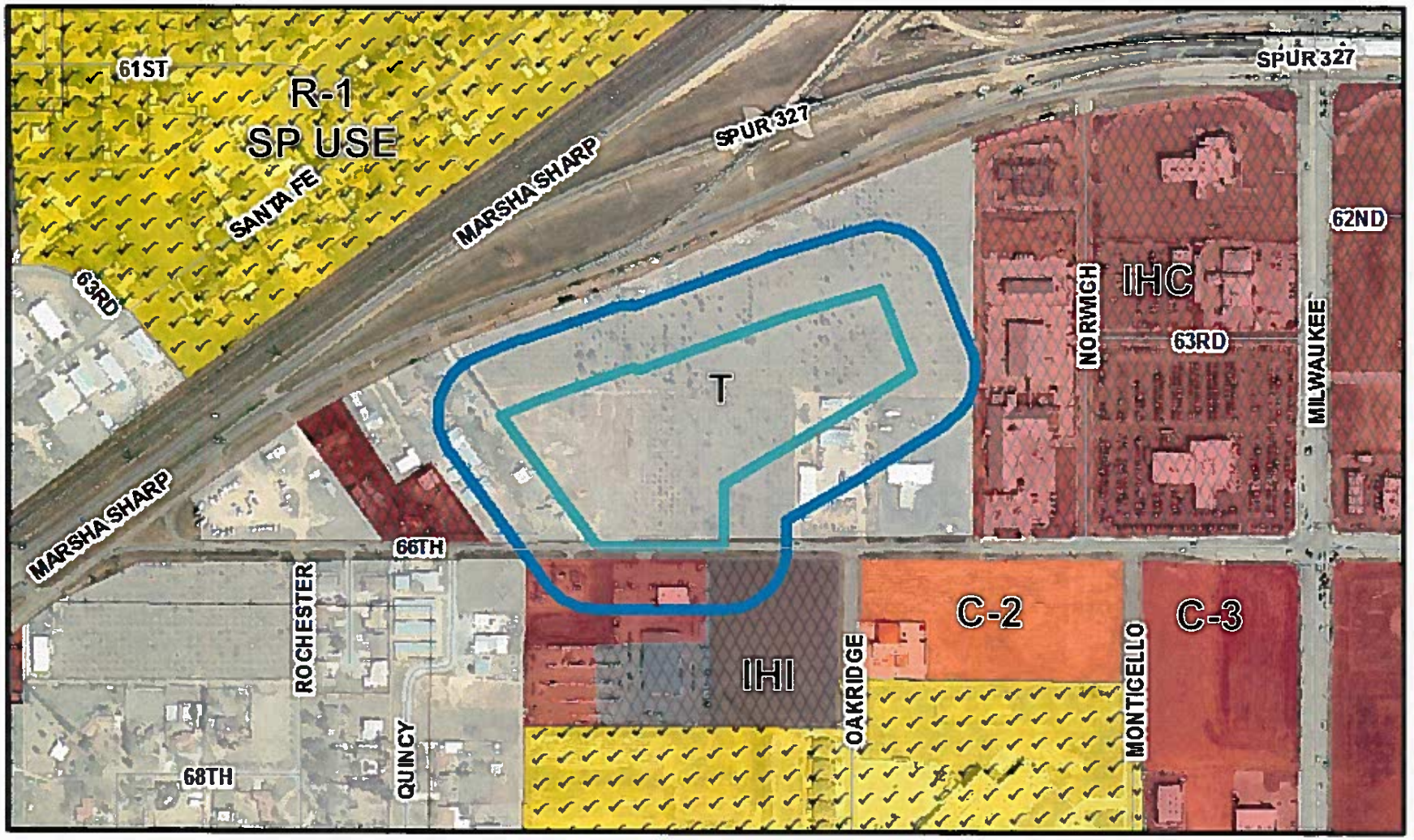
November 10, 2015

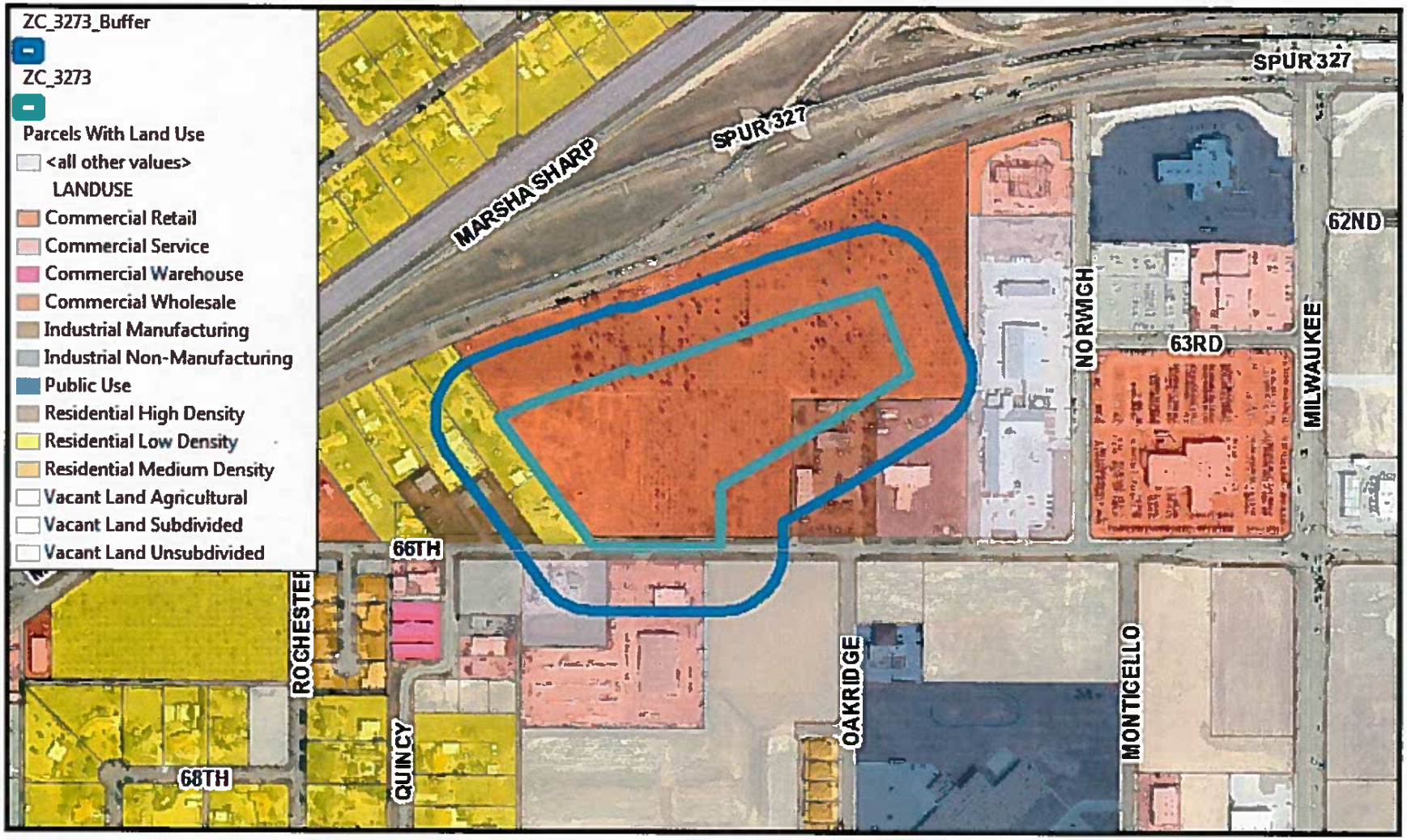
NOT FOR RECORDING



P.Z.C. Case 3273

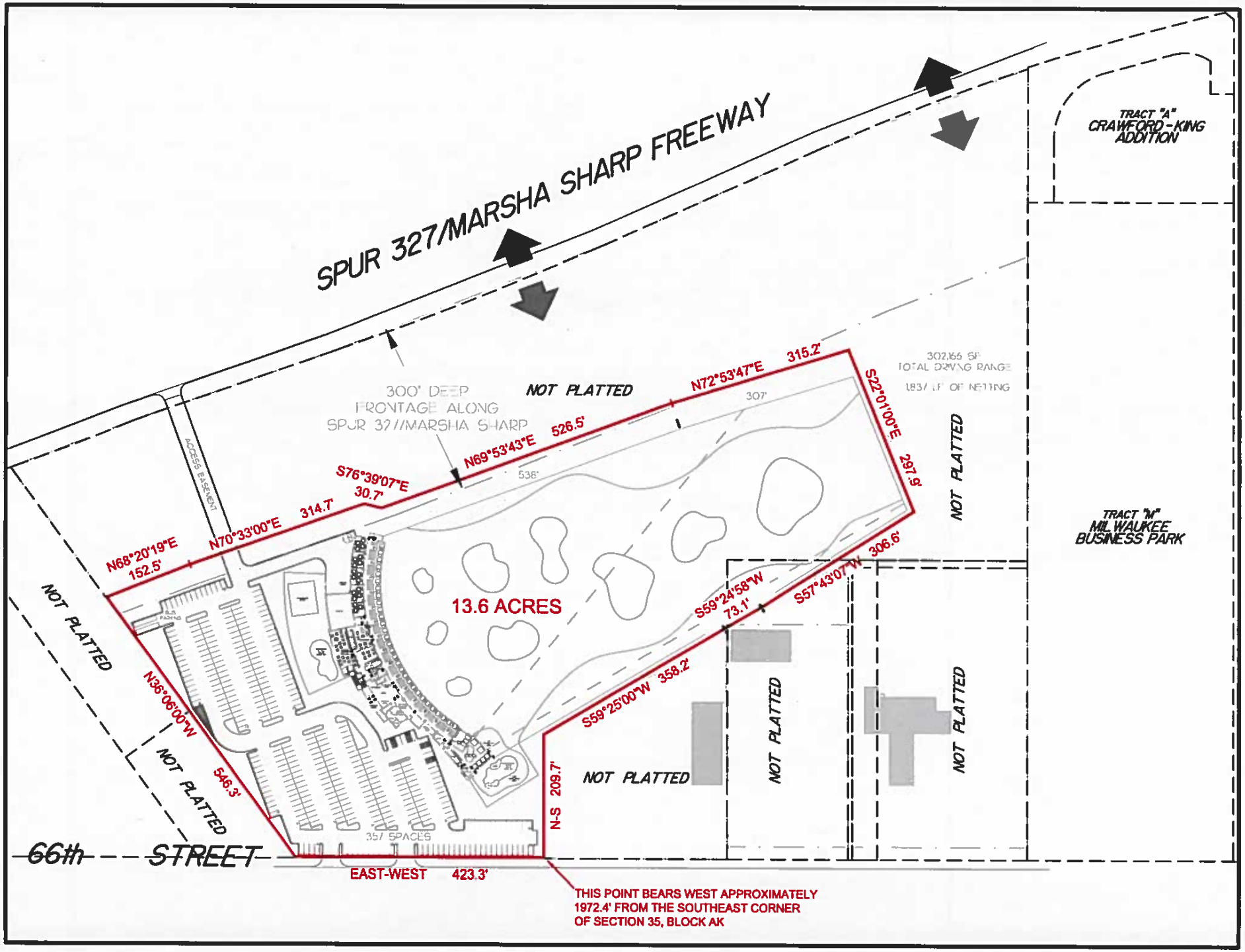


P.Z.C. Case 3273 Zoning



P.Z.C. Case 3273

Request of Ron Childress for a zoning change from T to C-4 Specific Use on 13.6 acres of unplatted land out of Block AK, Section 35 (6716 66th Street)


SPUR 327/MARSHA SHARP FREEWAY
TRACT "A"
CRAWFORD-KING
ADDITION
300' DEEP
FRONTAGE ALONG
SPUR 327/MARSHA SHARP
NOT PLATTED
N72°53'47"E 315.2'
302,166 SF
TOTAL DRIVING RANGE
1837 LF OF NETTING
307'
S22°01'00"E 297.9'
NOT PLATTED
N69°53'43"E 526.5'
538'
S76°39'07"E 30.7'
ACCESS EASEMENT
N70°33'00"E 314.7'
TRACT "M"
MILWAUKEE
BUSINESS PARK
N68°20'19"E 152.5'
13.6 ACRES
306.6'
S57°43'07"W
S59°24'58"W 73.1'
NOT PLATTED
N36°06'00"W 546.3'
NOT PLATTED
S59°25'00"W 358.2'
NOT PLATTED
NOT PLATTED
NOT PLATTED
N-S 209.7'
357 SPACES
66th STREET
EAST-WEST 423.3'
THIS POINT BEARS WEST APPROXIMATELY
1972.4' FROM THE SOUTHEAST CORNER
OF SECTION 35, BLOCK AK

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) RON CHILDRESS

76 S. LAKESHORE DR.
Street/Post Office Box

RANSOM CANYON TX 79366
City State Zip

(806) 535-7902
Telephone

For RON CHILDRESS

76 S LAKESHORE DR.
Street/Post Office Box

RANSOM CANYON, TX 79366
City State Zip

(806) 535-7902
Telephone

Location or Address: ALONG THE SOUTH SIDE OF THE MARSHA SHARP FWY. AT THE SPUR 327 EXIT. NORTH OF 66th Street

Legal Description:* SEE ATTACHED METES & BOUNDS DESCRIPTION & SKETCH.

Existing Land Use: TREE FARM **Existing Zoning:** T

Acreage or Square Footage of Property: 13.6 ACRES

Zoning Requested: C-4 SPECIFIC USE

Proposed Development: GOLF DRIVING RANGE ACCOMPANIED BY A RESTAURANT WITH A PATIO, PLAYGROUND AND OUTDOOR AMENITIES, ALONG WITH A GOLF ACADEMY AND PRO SHOP.

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No ____

[signature]
Applicant's Signature

11/10/15
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $514.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M+B map 45

Zone Case No.: 3273 **Agenda No.:** ____

Request for zoning change from: T **To:** C-4 SP USE

13.6 acres of unplatted land out of Block AK Section 35

on Lot(s): ____ **Block(s):** ____

Subdivision: ____ **Address:** 5716 66th St

VS FC

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

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PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

November 10, 2015

NOT FOR RECORDING

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
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PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

November 10, 2015

NOT FOR RECORDING

Terry Holeman

From: Terry Holeman [tholeman@hugoreed.com]
Sent: Tuesday, November 10, 2015 10:36 AM
To: 'nwebb@mylubbock.us'
Cc: 'Ron Childress (rchili@door.net)'; 'rchili@gracorealestate.com'
Subject: Ironwood Golf Zone Exhibits
Importance: High
Attachments: MB_13.6 acres_Zone Change.doc; Ironwood Golf 13.6 acre zoning C-4 Spec Use.pdf

Nathan:

Ron Childress will be submitting the application for this zone case this AM.

Terry S. Holeman | Director of Development Services
Hugo Reed and Associates, Inc.
Land Surveyors | Civil Engineers
Texas Licensed Surveying Firm 100676-00
Texas Registered Engineering Firm F-760
1601 Avenue N | Lubbock, Texas 79401 *click for map*
(T) 806-763-5642 | (F) 806-763-3891
www.hugoreed.com | tholeman@hugoreed.com

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

8

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.: 3273**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

This is a great project that will solve some current land use issues for the council, and will spur future development in this vicinity. I'm 100% in favor of this!

Print Name GEORGE H. McMAHON

Signature: [signature]

Address: 7703 LA SALLE AVENUE

Address of Property Owned: 6801 66TH ST

5 of 9

Zone Case Number: 3273
MC MAHAN GEORGE H INC
7703 LA SALLE AVE

LUBBOCK TX 79424

76085

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

8

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.: 3273**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

This is a great project that will solve some current land use issues for the council, and will spur future development in this vicinity. I'm 100% in favor of this!

Print Name GEORGE H. MCMAHON

Signature: [signature]

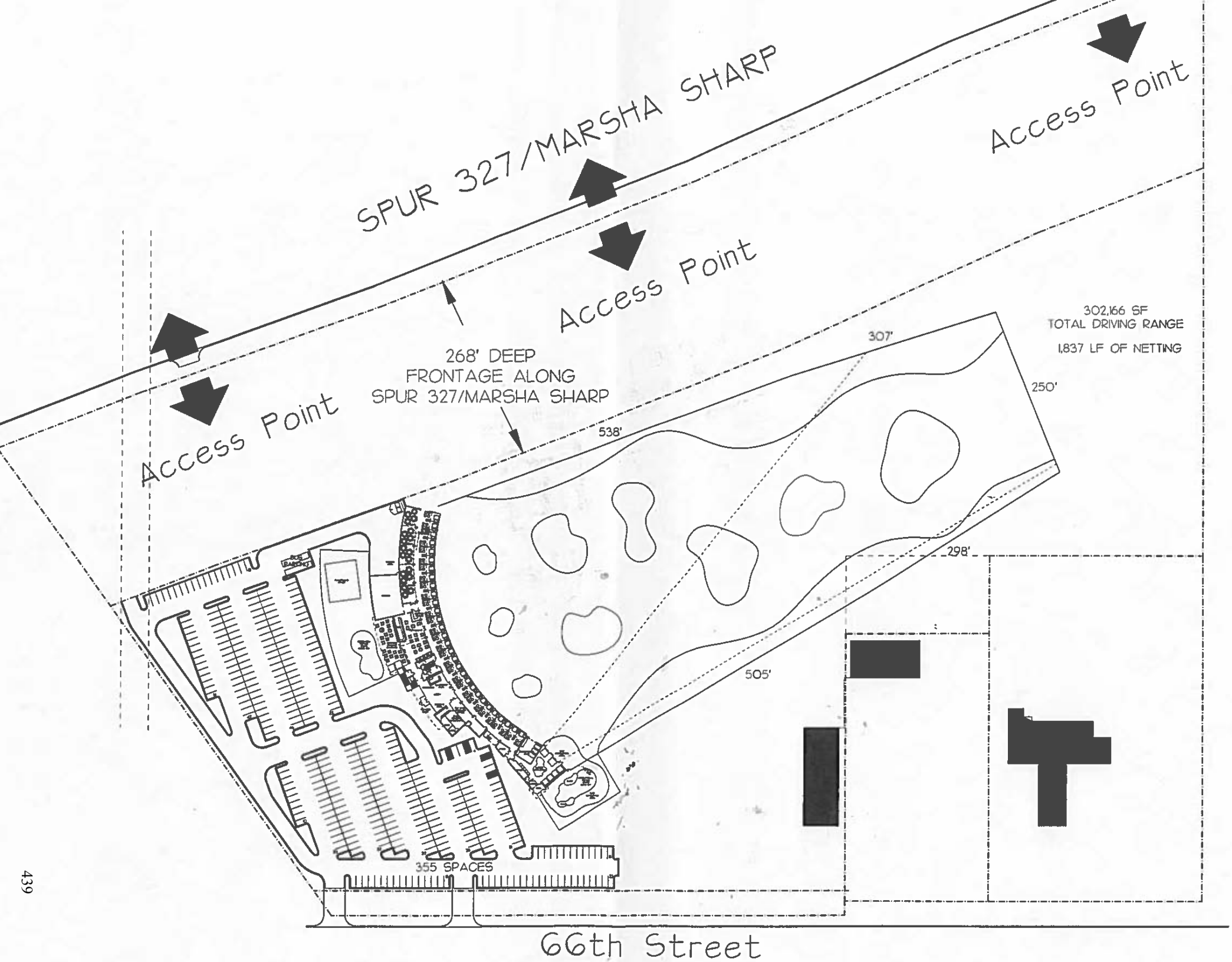
Address: 7703 LA SALLE AVENUE

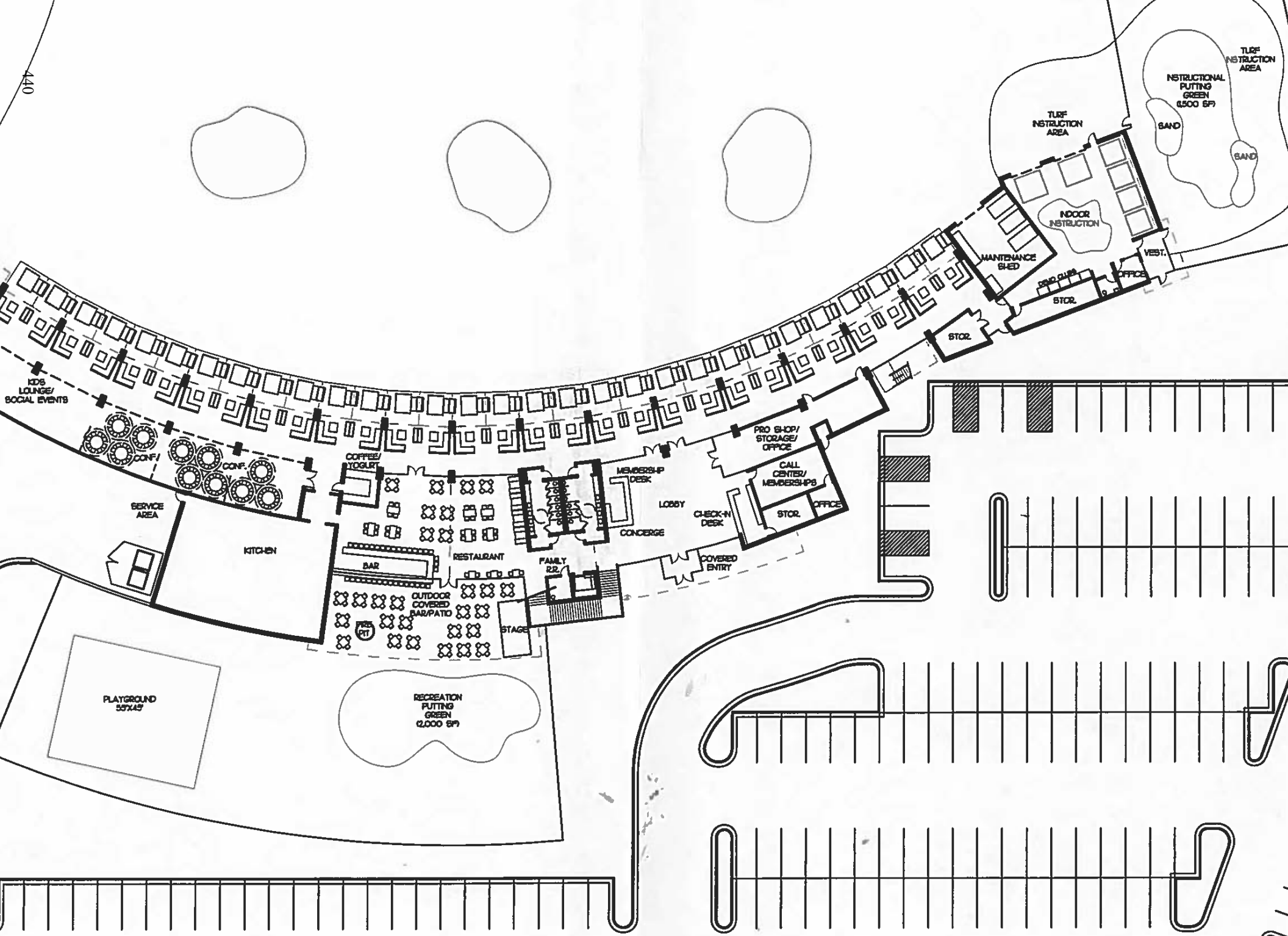
Address of Property Owned: SOUTH SIDE of 66TH ST.

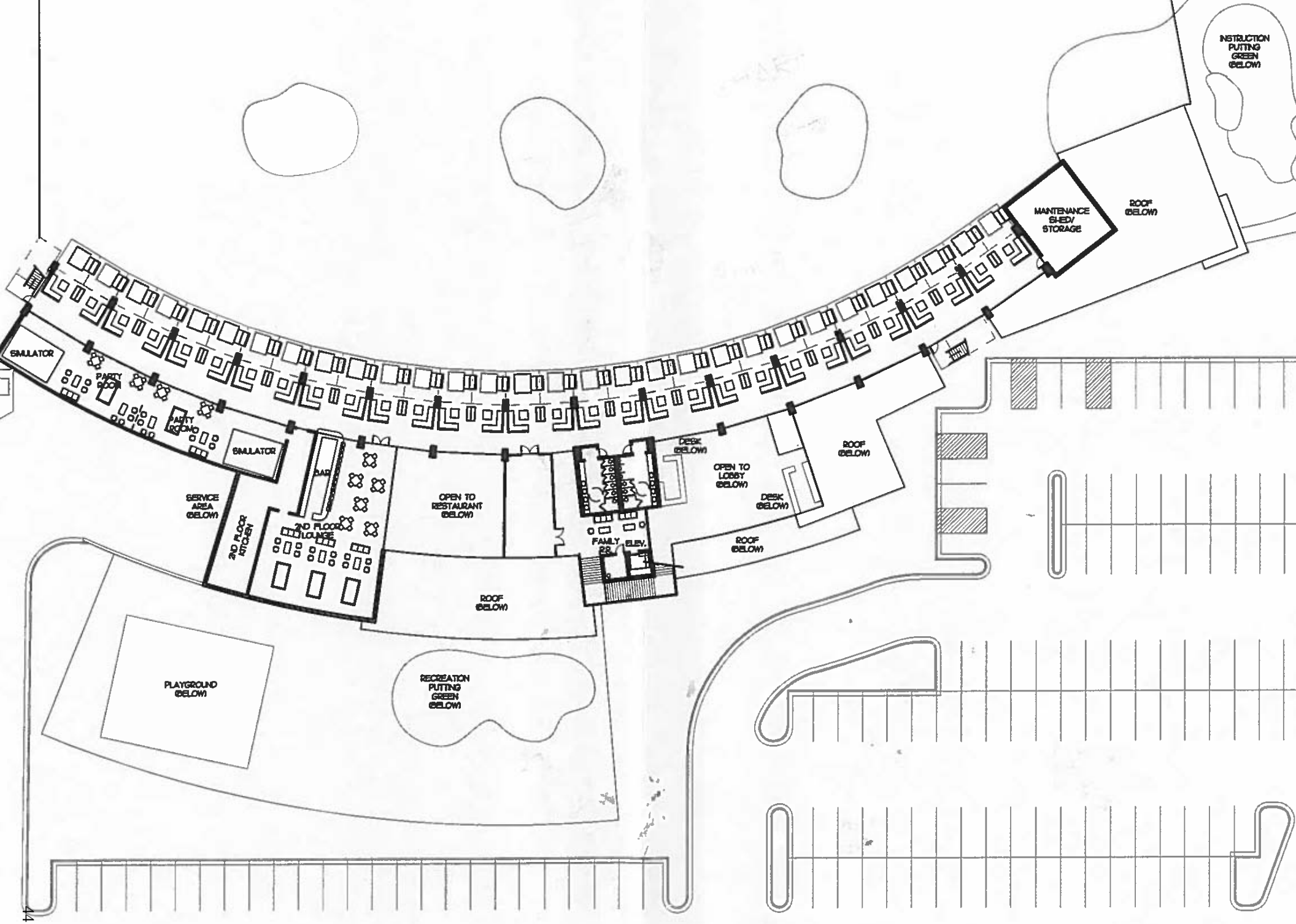
6 of 9

Zone Case Number: 3273 95314
MILWAUKEE LTD
7703 LA SALLE AVE

LUBBOCK TX 79424


SPUR 327/MARSHA SHARP
Access Point
Access Point
Access Point
268' DEEP
FRONTAGE ALONG
SPUR 327/MARSHA SHARP
302,166 SF
TOTAL DRIVING RANGE
1,837 LF OF NETTING
307'
250'
538'
298'
505'
355 SPACES
66th Street


TURF INSTRUCTION AREA
INSTRUCTIONAL PUTTING GREEN (1,500 SF)
SAND
SAND
TURF INSTRUCTION AREA
INDOOR INSTRUCTION
MAINTENANCE SHED
VEST.
OFFICE
STOR.
STOR.
KIDS LOUNGE/ SOCIAL EVENTS
CONF.
CONF.
COFFEE/ YOGURT
MEMBERSHIP DESK
LOBBY
CHECK-IN DESK
PRO SHOP/ STORAGE/ OFFICE
CALL CENTER/ MEMBERSHIPS
STOR.
OFFICE
SERVICE AREA
KITCHEN
BAR
RESTAURANT
CONCERGE
FAMILY RR.
COVERED ENTRY
OUTDOOR COVERED BAR/PATIO
VOL PIT
STAGE
PLAYGROUND 55'X45'
RECREATION PUTTING GREEN (2,000 SF)



2ND FLOOR PLAN SCHEME 23

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

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3274, a request of Betenbough Homes for a zoning change from T to R-1 Specific Use, C-3, C-2A, and Garden Office (GO) on 157.57 acres of unplatted land out of Block E, Section 16, south of 130th Street, east of University Avenue, and consider an ordinance.

Item Summary

General comments:
The request is to zone a quarter section of land for residential and commercial, 105 acres of residential and 52 acres of commercial.

During the hearing with the Planning and Zoning (P&Z) Commission, the original C-3 request along University Avenue was amended to C-2A for the northern portion portion and GO for the southern portion.

Adjacent land uses:
North: Outside City limits
South: Outside City limits
East: Outside City limits
West: GO, and C-3

Comprehensive Land Use Plan (CLUP):
The R-1 zoning is consistent with the CLUP. The requested C-3 zoning along 130th Street follows the previously proposed update to the CLUP that was denied. Under the current CLUP, the C-3 zoning along 130th Street and University Avenue is considered strip commercial and is not consistent with the CLUP as the commercial should be located at the intersections of major thoroughfares and limited to 10 acres on each corner and limited to 660 feet from the intersection.

Zoning Policy:
The R-1 Specific Use zoning is consistent with zoning policy. The commercial zoning along 130th Street would have been consistent with zoning policy if the amendment to the current CLUP had been adopted in anticipation of the proposed outer loop. Currently, the C-3 zoning along both 130th Street and extending south along University Avenue, are not consistent with the policy as they are considered strip commercial and have the potential of causing traffic issues in the future. Additionally, the lack of a proper buffer district between commercial zoning and residential zoning creates incompatible uses immediately adjacent to one another. The strip commercial along University Avenue also creates inconsistency in zoning across the thoroughfare. Although this is not necessarily a negative situation, it is often used as justification for other non-policy zone cases in the future.
In anticipation of an amendment to the current CLUP in the near future that would reflect the outer loop, staff has less of a concern towards the request for C-3 along 130th Street. TxDOT will have control of curb cuts along the street and future loop.

Although modifying the request to a buffer district, such as GO or apartment zoning, along University Avenue would be more consistent with city policies, the amount of land in this configuration may still be excessive. Staff

has been made aware of an abundance of GO in the current market. The P&Z Commission, as well as staff, should be aware of and take into account the impacts on the current market when reviewing a zone case. Based on these concerns, staff is recommending against the proposed commercial tracts adjacent to University Avenue.

As stated above, the C-3 request along University was amended to C-2A for the northern portion and GO for the southern portion. Although this does not meet currently policies, it is more or less consistent with adjacent zoning across University Avenue.

Effect on the adjacent street and thoroughfare system:
Strip commercial can cause traffic issues, along with disrupting the way our thoroughfares are supposed to carry vehicular traffic within the city.

Recommendations:
Staff recommends approval of the R-1 Specific Use request, approximately 105 acres, the C-3 zoning request along 130th Street to include “Tract A” and the eastern 1033 feet of “Tract B”. Staff recommends denial of the C-3 zoning request along University Avenue, the western 417.07 feet of “Tract B”, “Tract C”, and “Tract D”.
Staff recommends the following conditions:
1. That the R-1 Specific Use shall have reduced setbacks as follows:
a. 20-foot front setback;
b. 5-foot front setback on cul-de-sac lots; and
c. 5-foot side setback on corner lots.

On January 7, 2016, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
Tract A – C-3
Tract B – eastern 1033 feet C-3, west 417 feet C-2A
Tract C – GO
Tract D – GO
Balance of 105.248 acres – R-1 Specific Use for reduced setbacks with the following condition:
1. That the R-1 Specific Use shall have reduced setbacks as follows:
a. 20-foot front setback;
b. 5-foot front setback on cul-de-sac lots; and
c. 5-foot side setback on corner lots.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3274

Zone - 3274

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. 3274;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE, C-3, C-2A, AND GO**, ON **157.57 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 16,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3274

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 **R-1 Specific Use, C-3, C-2A, and GO** on **157.57 acres of unplatted land out of Block E, Section 16,** City of Lubbock, Lubbock County, Texas, located at **South of 130th Street, East of University Avenue**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT Tract A be zoned C-3;**

2. **THAT Tract B be zoned C-3 along the eastern 1033 feet and zoned C-2A along the west 417 feet;**

3. **THAT Tract C be zoned GO;**

4. **THAT Tract D be zoned GO;**

5. **THAT the balance of 105.248 acres be zoned R-1 Specific Use for reduced setbacks as follows:**
    a. **20 foot front setback;**
    b. **5 foot front setback on cul-de-sac lots;**
    c. **5 foot side setback on corner lots.**

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 130th Street, East of 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:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ FOR ANDREW PAXTON
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3274
January 7, 2016

DESCRIPTION:

A 105.248 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 105.248 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT AND HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 02° 00' 08" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF SAID 153.572 ACRE TRACT AND THIS TRACT, WHENCE A 3/4" IRON PIPE AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 09" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W., PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1969.06 FEET TO A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 173.60 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 23° 01' 26", A CHORD DISTANCE OF 172.43 FEET AND A CHORD BEARING OF N. 54° 42' 05" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 43° 11' 22" W. A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 290.41 FEET, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 45° 12' 57", A CHORD DISTANCE OF 282.93 FEET AND A CHORD BEARING OF N. 65° 47' 51" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W. A DISTANCE OF 41.61 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 42' 09" W. A DISTANCE OF 42.51 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) BEARS S. 01° 48' 38" W. A DISTANCE OF 316.21 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 124.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 17' 51" E. A DISTANCE OF 42.35 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 24' 19" E. A DISTANCE OF 41.37 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 213.14 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 28° 16' 05", A CHORD DISTANCE OF 210.98 FEET AND A CHORD BEARING OF S. 74° 16' 16 E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 61° 24' 32" E. A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 765.18 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 36° 47' 26" W. A DISTANCE OF 15.63 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 109.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 14° 41' 14", A CHORD DISTANCE OF 108.90 FEET AND A CHORD BEARING OF N. 67° 22' 33" W. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 150.64 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 23° 04' 39", A CHORD DISTANCE OF 149.62 FEET AND A CHORD BEARING OF N. 71° 34' 15" W. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 48° 12' 04" W. A DISTANCE OF 41.38 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 41° 58' 07" E. A DISTANCE OF 43.32 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 176.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 23° 41' 52", A CHORD DISTANCE OF 174.94 FEET AND A CHORD BEARING OF S. 71° 52' 52" E. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 83.44 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 12° 46' 58", A CHORD DISTANCE OF 83.27 FEET AND A CHORD BEARING OF S. 66° 25' 25" E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 54° 06' 53" E. A DISTANCE OF 12.23 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 817.47 FEET TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E. A DISTANCE OF 1100.22 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 48' 38" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 541.07 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 09' 47" E. A DISTANCE OF 42.45 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 88° 08' 12" W. A DISTANCE OF 1420.16 FEET ;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 46° 50' 13" W. A DISTANCE OF 42.41 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 541.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 11' 22" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E. A DISTANCE OF 1062.72 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE N. 46° 54' 23" E. A DISTANCE OF 14.17 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 02° 00' 08" E. A DISTANCE OF 560.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 04' 02" W. A DISTANCE OF 14.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 42.15 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT C, A COMMERCIAL TRACT:

A 6.115 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 6.115 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 01° 48' 38" W. A DISTANCE OF 408.21 FEET AND THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 440.21 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,233,859.58 AND EASTING: 940,936.23, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 754.98 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 01° 48' 38" E. A DISTANCE OF 1468.08 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 48° 12' 04" E. A DISTANCE OF 41.38 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 150.64 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 23° 04' 39", A CHORD DISTANCE OF 149.62 FEET AND A CHORD BEARING OF S. 71° 34' 15" E. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 109.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 14° 41' 14", A CHORD DISTANCE OF 108.90 FEET AND A CHORD BEARING OF S. 67° 22' 33" E. TO A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 36° 47' 26" E. A DISTANCE OF 15.63 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 765.18 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 61° 24' 32" W. A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 213.14 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 28° 16' 05", A CHORD DISTANCE OF 210.98 FEET AND A CHORD BEARING OF N. 74° 16' 16" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W. A DISTANCE OF 41.37 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 17' 51" W. A DISTANCE OF 42.35 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE

TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT D, A COMMERCIAL TRACT:

A 3.059 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 3.059 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE SOUTHWEST CORNER OF SAID 153.572 ACRE TRACT AND THIS TRACT, WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 32.00 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,233,859.58 AND EASTING: 940,936.23, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 284.21 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 01° 48' 38" E. A DISTANCE OF 2347.06 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 42' 94" E. A DISTANCE OF 42.51 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 24' 19" E. A DISTANCE OF 41.61 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 290.41 FEET, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 45° 12' 57", A CHORD DISTANCE OF 282.93 FEET AND A CHORD BEARING OF S. 65° 47' 51" E. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE S. 43° 11' 22" E. A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 173.60 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 23° 01' 26", A CHORD DISTANCE OF 172.43 FEET AND A CHORD BEARING OF S. 54° 42' 05" E. TO A POINT OF INTERSECTION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W., ALONG THE SOUTH LINE OF SAID 153.572 ACRE TRACT AT A DISTANCE OF 601.16 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 641.16 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT B, A COMMERCIAL TRACT:

A 23.283 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 23.283 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 88° 08' 12" E. A DISTANCE OF 1198.81 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, FROM WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 43° 09' 47" E. A DISTANCE OF 42.45 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 541.07 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 46° 48' 38" W. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W. A DISTANCE OF 1100.22 FEET TO A POINT OF INTERSECTION AND AN ELL CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 817.47 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 54° 06' 53" W. A DISTANCE OF 12.23 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 83.44 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 12° 46' 58", A CHORD DISTANCE OF 83.27 FEET AND A CHORD BEARING OF N. 66° 25' 25" W. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 176.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 23° 41' 52", A CHORD DISTANCE OF 174.94 FEET AND A CHORD BEARING OF N. 71° 52' 52" W. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 41° 58' 07" W. A DISTANCE OF 43.32 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) BEARS S. 01° 48' 38" W. A DISTANCE OF 1307.19 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 938.78 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 07' 14" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 417.07 FEET TO A POINT OF INTERSECTION AND AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 47' 11" E., AT A DISTANCE OF 370.56 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 417.42 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 88° 08' 12" W. A DISTANCE OF 416.89 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1003.27 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT A, A COMMERCIAL TRACT:

A 15.867 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 15.867 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 88° 08' 12" E. A DISTANCE OF 42.15 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, FROM WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 43° 04' 02" E. A DISTANCE OF 14.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 02° 00' 08" W. A DISTANCE OF 560.02 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 46° 54' 23" W. A DISTANCE OF 14.17 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W. A DISTANCE OF 1062.72 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

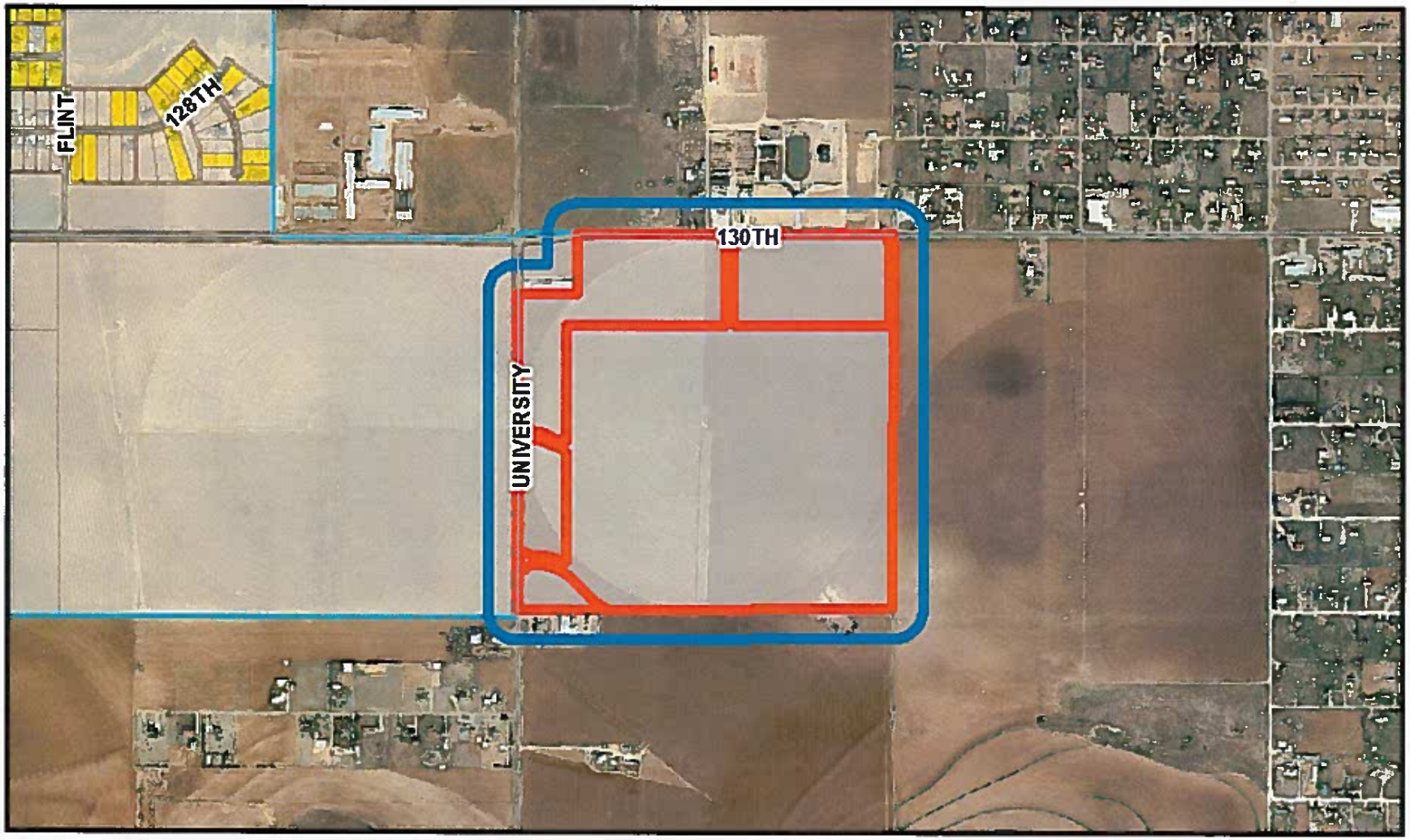
THENCE N. 43° 11' 22" W. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 541.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 50' 13" E. A DISTANCE OF 42.41 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

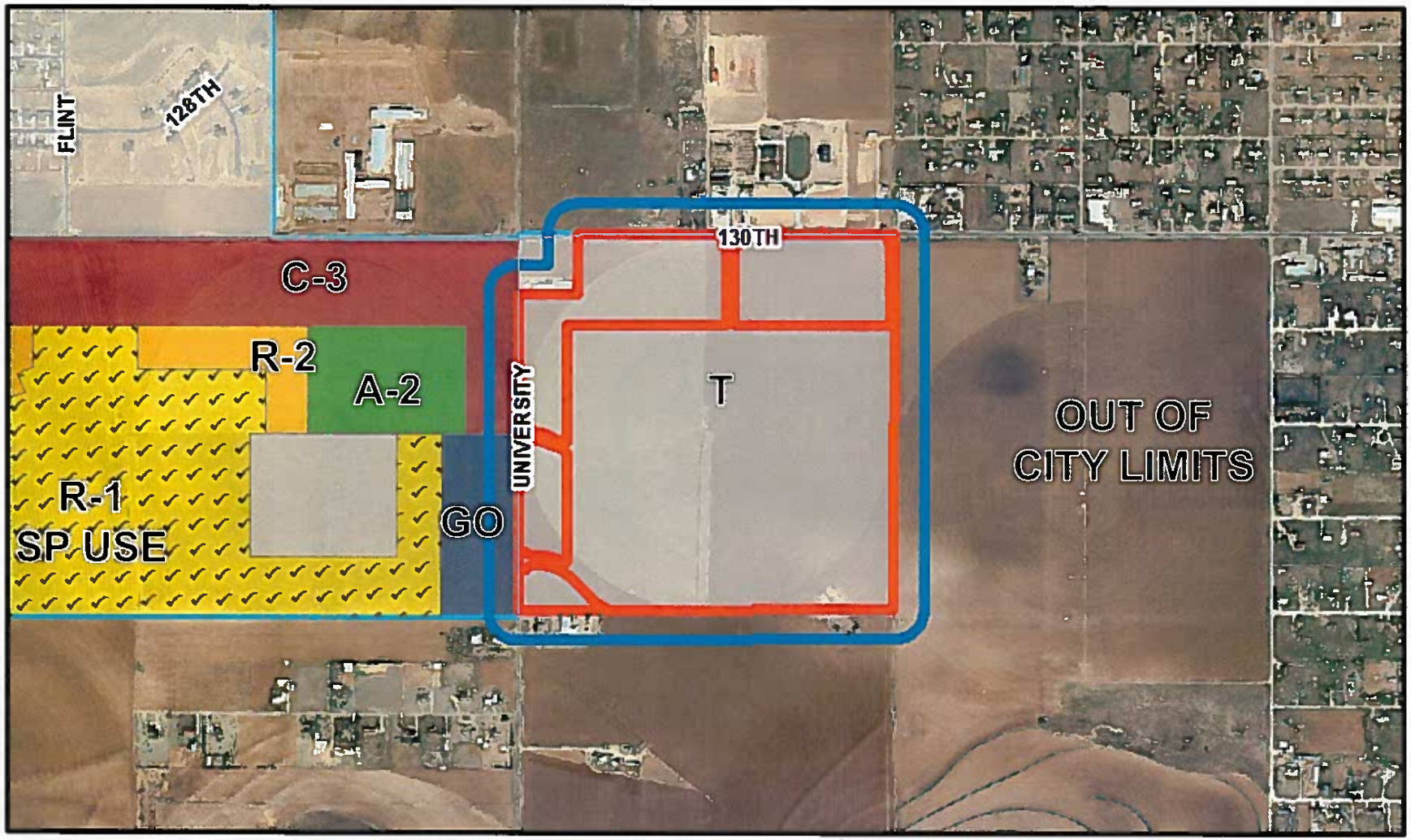
THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1044.66 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

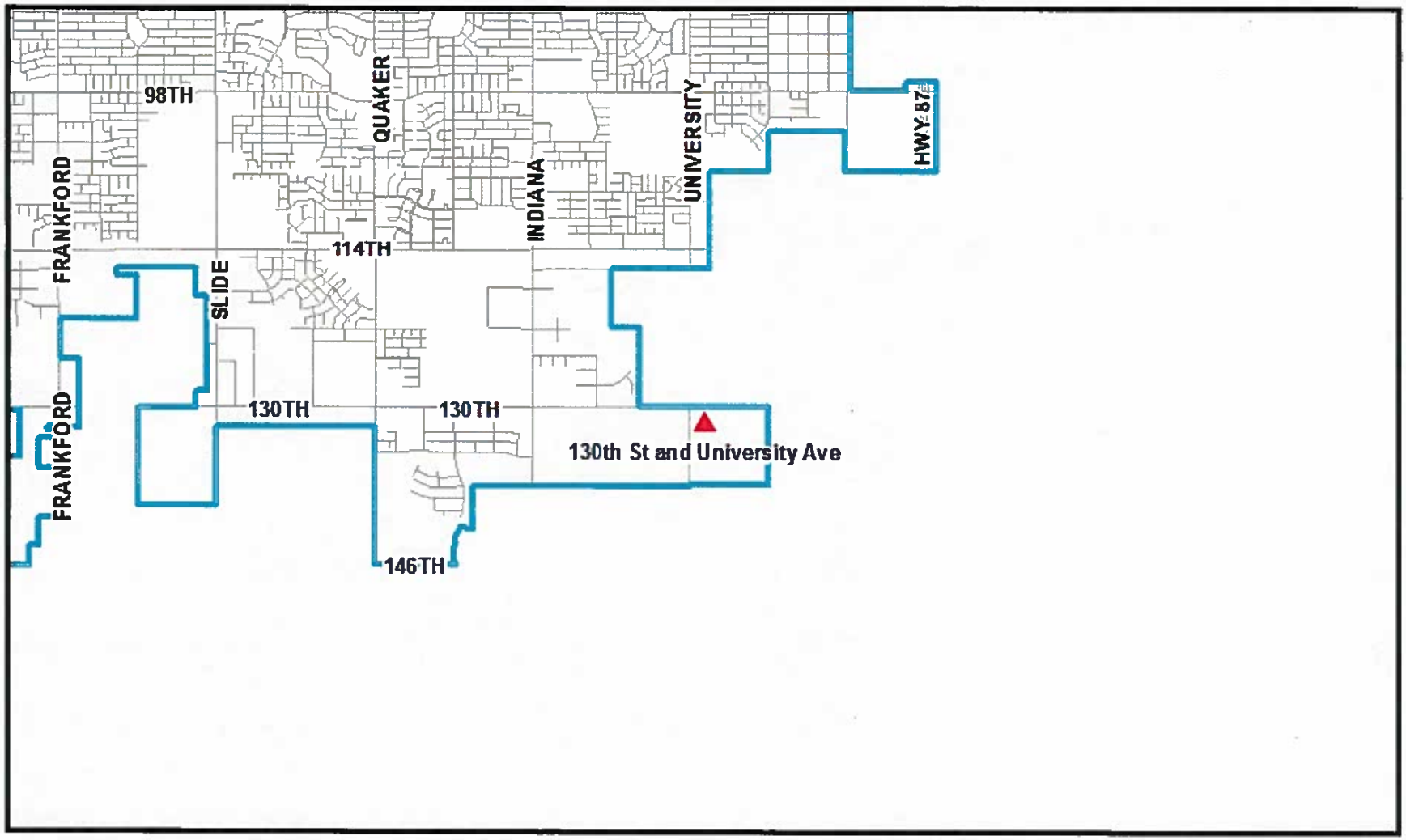


P.Z.C. Case 3274

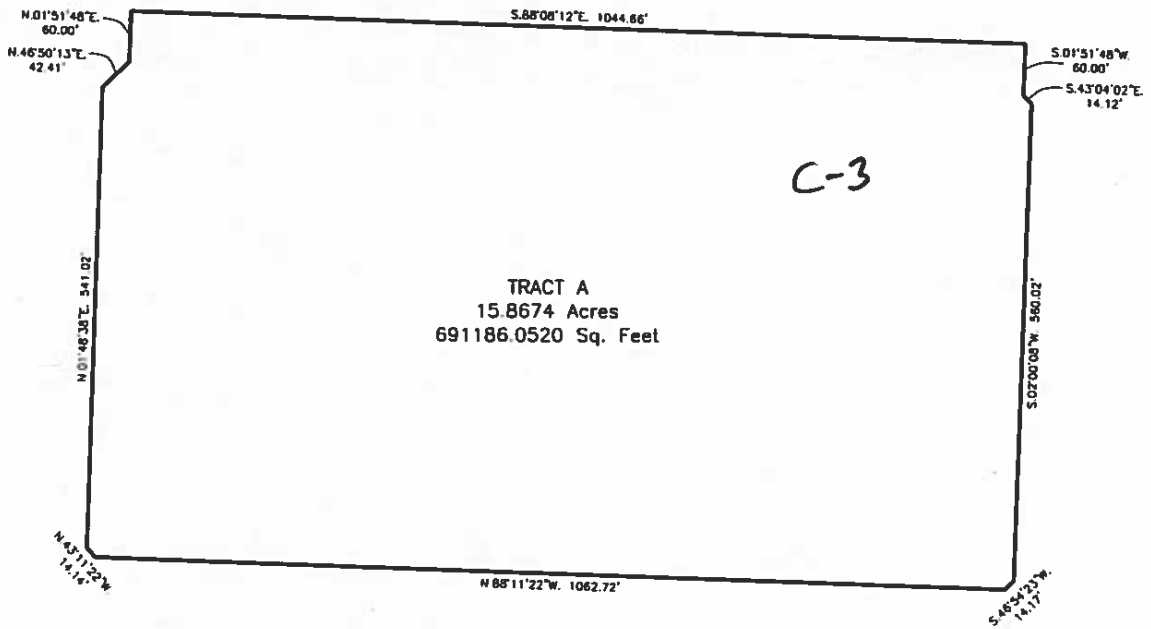
Request of Betenbough Homes for a zoning change from T to R-1 Specific Use and C-3, South of 130th Street, East of University Avenue

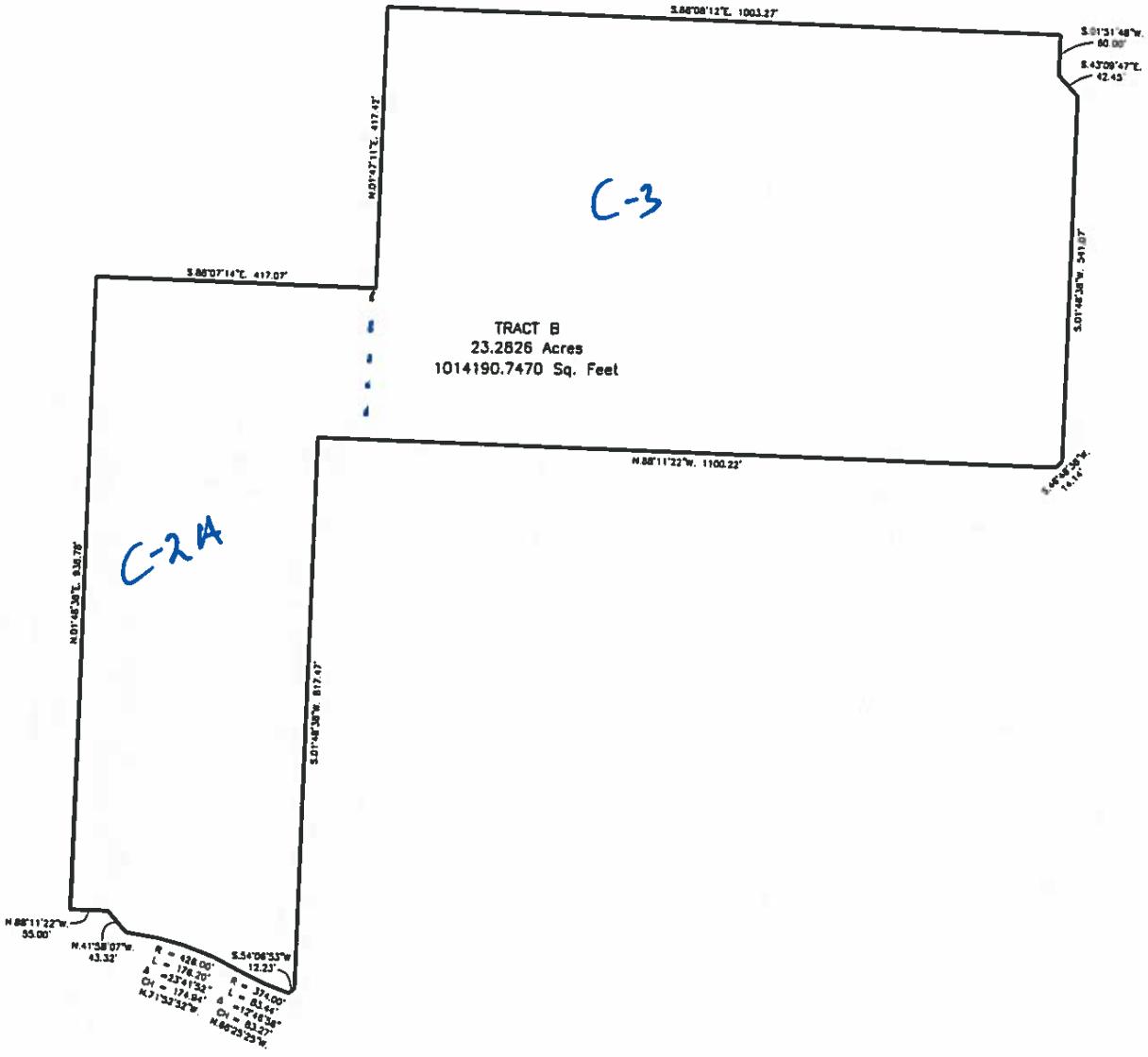


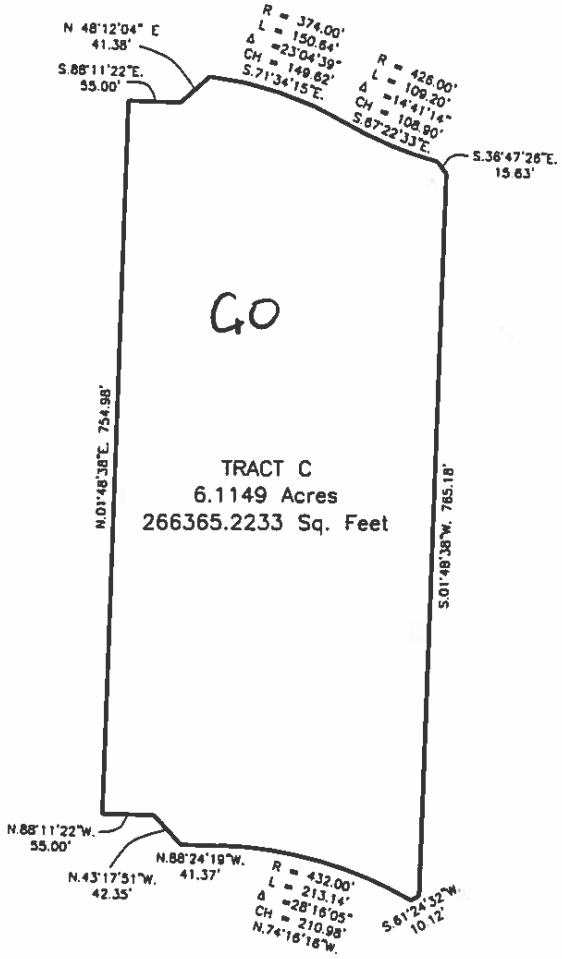
P.Z.C. Case 3274 Zoning

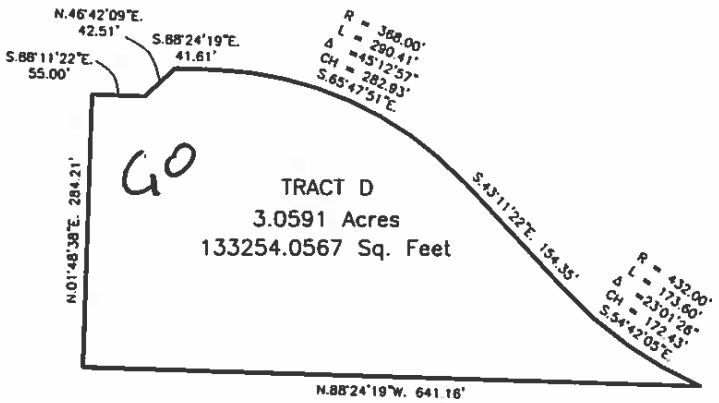


P.Z.C. Case 3274


N.01°51'48"E.
60.00'
N.46°50'13"E.
42.41'
S.88°08'12"E. 1044.66'
S.01°51'48"W.
60.00'
S.43°04'02"E.
14.12'
C-3
TRACT A
15.8674 Acres
691186.0520 Sq. Feet
N.01°48'38"E. 341.02'
S.02°00'08"W. 560.02'
N.43°11'22"W.
14.14'
N.88°11'22"W. 1062.72'
S.46°54'23"W.
14.17'


S.88°08'12"E. 1003.27'
S.01°31'48"W. 60.00'
S.43°09'47"E. 42.43'
N.01°47'11"E. 417.43'
C-3
S.88°07'14"E. 417.07'
TRACT B
23.2826 Acres
1014190.7470 Sq. Feet
S.01°46'38"W. 341.07'
N.88°11'22"W. 1100.22'
N.46°46'38"E. 16.14'
C-2A
N.01°46'38"E. 936.78'
S.01°46'38"W. 817.47'
N.88°11'22"W. 55.00'
N.41°38'07"W. 43.32'
R = 428.00'
L = 178.20'
Δ = 23°51'32"
Ch = 176.94'
N.71°52'38"W.
S.54°06'53"W. 12.23'
R = 374.00'
L = 83.44'
Δ = 12°46'38"
Ch = 83.27'
N.88°29'53"W.


N 48°12'04" E
41.38'
S.88°11'22"E.
55.00'
R = 374.00'
L = 150.64'
Δ =23°04'39"
CH = 149.62'
S.71°34'15"E.
R = 426.00'
L = 109.20'
Δ =14°41'14"
CH = 108.90'
S.67°22'33"E.
S.36°47'26"E.
15.63'
GO
TRACT C
6.1149 Acres
266365.2233 Sq. Feet
N.01°48'38"E. 754.98'
S.01°48'38"W. 765.18'
N.88°11'22"W.
55.00'
N.43°17'51"W.
42.35'
N.88°24'19"W.
41.37'
R = 432.00'
L = 213.14'
Δ =28°16'05"
CH = 210.98'
N.74°16'16"W.
S.61°24'32"W
10.12'


N.46°42'09"E.
42.51'
S.88°24'19"E.
41.61'
S.88°11'22"E.
55.00'
R = 368.00'
L = 290.41'
Δ = 45°12'57"
CH = 282.93'
S.65°47'51"E.
GO
TRACT D
3.0591 Acres
133254.0567 Sq. Feet
S.43°11'22"E. 154.35'
R = 432.00'
L = 173.60'
Δ = 23°01'28"
CH = 172.43'
S.54°42'05"E.
N.01°48'38"E. 284.21'
N.88°24'19"W. 641.16'

DESCRIPTION:

A 105.248 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 105.248 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT AND HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 02° 00' 08" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF SAID 153.572 ACRE TRACT AND THIS TRACT, WHENCE A 3/4" IRON PIPE AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 09" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W., PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1969.06 FEET TO A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 173.60 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 23° 01' 26", A CHORD DISTANCE OF 172.43 FEET AND A CHORD BEARING OF N. 54° 42' 05" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 43° 11' 22" W. A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 290.41 FEET, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 45° 12' 57", A CHORD DISTANCE OF 282.93 FEET AND A CHORD BEARING OF N. 65° 47' 51" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W. A DISTANCE OF 41.61 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 42' 09" W. A DISTANCE OF 42.51 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) BEARS S. 01° 48' 38" W. A DISTANCE OF 316.21 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 124.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 17' 51" E. A DISTANCE OF 42.35 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 24' 19" E. A DISTANCE OF 41.37 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 213.14 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 28° 16' 05", A CHORD DISTANCE OF 210.98 FEET AND A CHORD BEARING OF S. 74° 16' 16 E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 61° 24' 32" E. A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 765.18 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 36° 47' 26" W. A DISTANCE OF 15.63 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 109.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 14° 41' 14", A CHORD DISTANCE OF 108.90 FEET AND A CHORD BEARING OF N. 67° 22' 33" W. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 150.64 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 23° 04' 39", A CHORD DISTANCE OF 149.62 FEET AND A CHORD BEARING OF N. 71° 34' 15" W. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 48° 12' 04" W. A DISTANCE OF 41.38 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 41° 58' 07" E. A DISTANCE OF 43.32 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 176.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 23° 41' 52", A CHORD DISTANCE OF 174.94 FEET AND A CHORD BEARING OF S. 71° 52' 52" E. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 83.44 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 12° 46' 58", A CHORD DISTANCE OF 83.27 FEET AND A CHORD BEARING OF S. 66° 25' 25" E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 54° 06' 53" E. A DISTANCE OF 12.23 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 817.47 FEET TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E. A DISTANCE OF 1100.22 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 48' 38" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 541.07 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 09' 47" E. A DISTANCE OF 42.45 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 88° 08' 12" W. A DISTANCE OF 1420.16 FEET ;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 46° 50' 13" W. A DISTANCE OF 42.41 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 541.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 11' 22" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E. A DISTANCE OF 1062.72 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE N. 46° 54' 23" E. A DISTANCE OF 14.17 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 02° 00' 08" E. A DISTANCE OF 560.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 04' 02" W. A DISTANCE OF 14.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 42.15 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT C, A COMMERCIAL TRACT:

A 6.115 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 6.115 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 01° 48' 38" W. A DISTANCE OF 408.21 FEET AND THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 440.21 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,233,859.58 AND EASTING: 940,936.23, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 754.98 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 01° 48' 38" E. A DISTANCE OF 1468.08 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 48° 12' 04" E. A DISTANCE OF 41.38 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 150.64 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 23° 04' 39", A CHORD DISTANCE OF 149.62 FEET AND A CHORD BEARING OF S. 71° 34' 15" E. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 109.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 14° 41' 14", A CHORD DISTANCE OF 108.90 FEET AND A CHORD BEARING OF S. 67° 22' 33" E. TO A POINT OF INTERSECTION AND THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 36° 47' 26" E. A DISTANCE OF 15.63 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 765.18 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 61° 24' 32" W. A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 213.14 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 28° 16' 05", A CHORD DISTANCE OF 210.98 FEET AND A CHORD BEARING OF N. 74° 16' 16" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W. A DISTANCE OF 41.37 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 17' 51" W. A DISTANCE OF 42.35 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE

TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT D, A COMMERCIAL TRACT:

A 3.059 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 3.059 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE SOUTHWEST CORNER OF SAID 153.572 ACRE TRACT AND THIS TRACT, WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 32.00 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,233,859.58 AND EASTING: 940,936.23, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 284.21 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 01° 48' 38" E. A DISTANCE OF 2347.06 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 42' 94" E. A DISTANCE OF 42.51 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 24' 19" E. A DISTANCE OF 41.61 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 290.41 FEET, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 45° 12' 57", A CHORD DISTANCE OF 282.93 FEET AND A CHORD BEARING OF S. 65° 47' 51" E. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE S. 43° 11' 22" E. A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 173.60 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 23° 01' 26", A CHORD DISTANCE OF 172.43 FEET AND A CHORD BEARING OF S. 54° 42' 05" E. TO A POINT OF INTERSECTION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W., ALONG THE SOUTH LINE OF SAID 153.572 ACRE TRACT AT A DISTANCE OF 601.16 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 641.16 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT B, A COMMERCIAL TRACT:

A 23.283 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 23.283 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 88° 08' 12" E. A DISTANCE OF 1198.81 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, FROM WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 43° 09' 47" E. A DISTANCE OF 42.45 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 541.07 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 46° 48' 38" W. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W. A DISTANCE OF 1100.22 FEET TO A POINT OF INTERSECTION AND AN ELL CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 817.47 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 54° 06' 53" W. A DISTANCE OF 12.23 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 83.44 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 12° 46' 58", A CHORD DISTANCE OF 83.27 FEET AND A CHORD BEARING OF N. 66° 25' 25" W. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 176.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 23° 41' 52", A CHORD DISTANCE OF 174.94 FEET AND A CHORD BEARING OF N. 71° 52' 52" W. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 41° 58' 07" W. A DISTANCE OF 43.32 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) BEARS S. 01° 48' 38" W. A DISTANCE OF 1307.19 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 938.78 FEET TO A POINT OF INTERSECTION FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 07' 14" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 417.07 FEET TO A POINT OF INTERSECTION AND AN ELL CORNER OF THIS TRACT;

THENCE N. 01° 47' 11" E., AT A DISTANCE OF 370.56 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 417.42 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 88° 08' 12" W. A DISTANCE OF 416.89 FEET, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1003.27 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

DESCRIPTION FOR TRACT A, A COMMERCIAL TRACT:

A 15.867 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 15.867 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT BEARS S. 88° 08' 12" E. A DISTANCE OF 42.15 FEET, SAID QUARTER SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, FROM WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 43° 04' 02" E. A DISTANCE OF 14.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 02° 00' 08" W. A DISTANCE OF 560.02 FEET TO A POINT OF INTERSECTION AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 46° 54' 23" W. A DISTANCE OF 14.17 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W. A DISTANCE OF 1062.72 FEET TO A POINT OF INTERSECTION AND THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 43° 11' 22" W. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 541.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 50' 13" E. A DISTANCE OF 42.41 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1044.66 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

Summary

R169299 Legal BLK E SEC 16 AB 664 TR B1A ACS:.957 Owner TRANTHAM & RICH LLC(O0125 Situs 13101 CR 2200, LUBBOCK, TX Tax Year 2015 As Of < 10/15/2015 >

General Information

Prev Next

NBHD	1101
Total Acres	0.9570
Exemptions	
Map ID	493

Print Appraisal Card

Property Value

Value Method	COST
Land Value	$20,844
Building Value	$474,355
Final Value	$495,199

Assessment Values

Supplements

Improvement HS	$0
Improvement NHS	$474,355
Land HS	$0
Land NHS	$20,844
HS Cap Adjust	$0
Ag Market	$0
Ag Use	$0
Timber Market	$0
Timber Use	$0
Late Ag Loss	$0
Total Market	$495,199
Total Assessed	$495,199
Tax Due	$10,002.50

Recent Sales

Seller	HUDNALL JEFFREY P		
Date	03/12/2010	Validity	VALID
Sale Ref	2010-7448	Price	450,000

Mailing Address

Owner	TRANTHAM & RICH LLC
Address	13101 COUNTY ROAD 2200 LUBBOCK, TX 79423

Taxing

		GLB,SCP,HSP,W	Tax Due
GLB	Lubbock County	0.358158	$1,773.60
SCP	Lubbock Cooper ISD	1.538700	$7,619.63
HSP	Lubb Cnty Hospital	0.115010	$569.53
WHP	Hi Plains Water	0.008026	$39.74
	Total Tax Rate	2.019894	$10,002.50

Legal Location

PRO CHEM SALES

Images

Map Pictor

Prev Image 1 of 3 Ne

R169299 05/05/2014

Summary

R168996 Legal BLK E SEC 16 AB 684 TR B1 OF NW/4 ACS:3.038 Owner CNS REALTY L C(O0040965) Tax Year 2015
Situs 13003 CR 2200, LUBBOCK As Of < 10/15/2015 >

General Information

Prev Next

NBHD	1101
Total Acres	3.0380
Exemptions	AG
Map ID	493

Print Appraisal Card

Property Value

Value Method	COST
Land Value	$66,168
Building Value	$0
Final Value	$66,168

Assessment Values

Supplements

Improvement HS	$0
Improvement NHS	$0
Land HS	$0
Land NHS	$0
HS Cap Adjust	$0
Ag Market	$66,168
Ag Use	$334
Timber Market	$0
Timber Use	$0
Late Ag Loss	$0
Total Market	$66,168
Total Assessed	$334
Tax Due	$6.75

Recent Sales

Seller	AMERICAN BANK OF COMMERCE		
Date	12/15/2005	Validity	VALID
Sale Ref	10271/82	Price	75,200

Mailing Address

Owner	CNS REALTY L C
Address	4704 21ST ST LUBBOCK, TX 79407

Taxing GLB,SCP,HSP,W

			Tax Due
GLB	Lubbock County	0.358158	$1.20
SCP	Lubbock Cooper ISD	1.538700	$5.14
HSP	Lubb Cnty Hospital	0.115010	$0.38
WHP	Hi Plains Water	0.008026	$0.03
	Total Tax Rate	2.019894	$6.75

Legal Location

BARRIER FENCE & ALL PRO TRUCK CAPS

Images

Map Pictor

No Images Exist

Summary

R97561 Legal BLK E SEC 16 AB 664 TR B OF NW/4 ACS:156.005 Owner BELL, GARY(OO86078) Situs 79423 Tax Year 2015 As Of < 10/15/2015 >

General Information

Prev Next

NBHD	1101
Total Acres	156.0050
Exemptions	AG
Map ID	493

Print Appraisal Card

Mailing Address

Owner	BELL, GARY
Address	13803 COUNTY ROAD 2200 LUBBOCK, TX 79423-6923

Property Value

Value Method	COST
Land Value	$468,015
Building Value	$0
Final Value	$468,015

Taxing GLB,SCP,HSP,W

			Tax Due
GLB	Lubbock County	0.358158	$166.35
SCP	Lubbock Cooper ISD	1.538700	$714.67
HSP	Lubb Cnty Hospital	0.115010	$53.42
WHP	Hi Plains Water	0.008026	$3.73
	Total Tax Rate	2.019894	$938.17

Assessment Values

Supplements

Improvement HS	$0
Improvement NHS	$0
Land HS	$0
Land NHS	$0
HS Cap Adjust	$0
Ag Market	$468,015
Ag Use	$46,446
Timber Market	$0
Timber Use	$0
Late Ag Loss	$0
Total Market	$468,015
Total Assessed	$46,446
Tax Due	$938.17

Images

Map Pictor

No Images Exist

Recent Sales

Seller	BYRNE TRUST		
Date	12/21/2000	Validity	VALID
Sale Ref	6922/54	Price	196,000

Legacy ID 00851974

BETENBOUGH HOMES®
www.betenbough.com

Plat Transmittal to City of Lubbock Planning Department

11/9/2015

Subdivision:	Betenbough Homes
Lots/Tracts:	
Proponent:	Betenbough Homes
	6305 82 Street
	Lubbock, Texas 79424
Contact:	Chris Berry Phone: 806.789.9558
Email:	ChrisB@betenbough.com
Plat Review Fee:	

- [ ] Final Plat Submital
- [ ] Preliminary Plat for Planning and Zoning Commission (5 copies plus electronic copy PDF and DWG)
- [ ] Administrative Review under Previously approved preliminary plat (5 copies plus PDF and DWG)
- [ ] Rule 12 Plat or Replat (5 copies plus PDF and DWG)
- [ ] Rule 15 Plat (5 copies plus PDF and DWG)

ZONING Water Delay Sewer Delay Paving Delay

Right of Way Closure

Closure Application Submitted:

Previously Concurrently Forthcoming

Water Engineering

Private by AMD

Private by other

000004

Sewer Engineering

Private by AMD

Private by other

NOV 09 2015

Paving Engineering

Private by AMD

Private by other

Drainage Analysis

Drainage Analysis to be submitted by AMD

Request for Waiver of Drainage Analysis

Street Lights

Developer will design and install None anticipated

ZONING

DESCRIPTION:

A 105.248 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, AND BEING SITUATED WITHIN THAT CERTAIN 153.572 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, INC. DESCRIBED IN A GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2105033573 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 105.248 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 16 AND THE NORTHEAST CORNER OF SAID 153.572 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS TRACT AND HAVING COORDINATES OF NORTHING: 7,236,435.72 AND EASTING: 943,637.27, TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE, WHENCE A RAILROAD SPIKE NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 02° 00' 08" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF F.M. HWY. 1585, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 490 PAGE 699 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF SAID 153.572 ACRE TRACT AND THIS TRACT, WHENCE A 3/4" IRON PIPE AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 09" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W., PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1969.06 FEET TO A POINT OF INTERSECTION FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 173.60 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 23° 01' 26", A CHORD DISTANCE OF 172.43 FEET AND A CHORD BEARING OF N. 54° 42' 05" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 43° 11' 22" W. A DISTANCE OF 154.35 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 290.41 FEET, SAID CURVE HAVING A RADIUS OF 368.00 FEET, A DELTA ANGLE OF 45° 12' 57", A CHORD DISTANCE OF 282.93 FEET AND A CHORD BEARING OF N. 65° 47' 51" W. TO A POINT OF TANGENCY AND A CORNER OF THIS TRACT;

THENCE N. 88° 24' 19" W. A DISTANCE OF 41.61 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 46° 42' 09" W. A DISTANCE OF 42.51 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 2200, ALSO KNOWN AS SOUTH UNIVERSITY AVENUE, AS DESCRIBED IN A RIGHT-OF-WAY EASEMENT RECORDED IN VOLUME 532 PAGE 132 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) BEARS S. 01° 48' 38" W. A DISTANCE OF 316.21 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 124.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 17' 51" E. A DISTANCE OF 42.35 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 24' 19" E. A DISTANCE OF 41.37 FEET TO A POINT OF CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 213.14 FEET, SAID CURVE HAVING A RADIUS OF 432.00 FEET, A DELTA ANGLE OF 28° 16' 05", A CHORD DISTANCE OF 210.98 FEET AND A CHORD BEARING OF S. 74° 16' 16 E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 61° 24' 32" E. A DISTANCE OF 10.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 765.18 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 36° 47' 26" W. A DISTANCE OF 15.63 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 109.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 14° 41' 14", A CHORD DISTANCE OF 108.90 FEET AND A CHORD BEARING OF N. 67° 22' 33" W. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 150.64 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 23° 04' 39", A CHORD DISTANCE OF 149.62 FEET AND A CHORD BEARING OF N. 71° 34' 15" W. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 48° 12' 04" W. A DISTANCE OF 41.38 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 88° 11' 22" W., AT A DISTANCE OF 15.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E., AT A DISTANCE OF 40.00 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 2200, CONTINUING FOR A TOTAL DISTANCE OF 55.00 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 41° 58' 07" E. A DISTANCE OF 43.32 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 176.20 FEET, SAID CURVE HAVING A RADIUS OF 426.00 FEET, A DELTA ANGLE OF 23° 41' 52", A CHORD DISTANCE OF 174.94 FEET AND A CHORD BEARING OF S. 71° 52' 52" E. TO A POINT OF REVERSE CURVATURE AND A CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 83.44 FEET, SAID CURVE HAVING A RADIUS OF 374.00 FEET, A DELTA ANGLE OF 12° 46' 58", A CHORD DISTANCE OF 83.27 FEET AND A CHORD BEARING OF S. 66° 25' 25" E. TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 54° 06' 53" E. A DISTANCE OF 12.23 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 817.47 FEET TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 11' 22" E. A DISTANCE OF 1100.22 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 46° 48' 38" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 48' 38" E. A DISTANCE OF 541.07 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 09' 47" E. A DISTANCE OF 42.45 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT, WHENCE THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N. 88° 08' 12" W. A DISTANCE OF 1420.16 FEET ;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 112.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 01° 51' 48" W., AT A DISTANCE OF 40.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE S. 46° 50' 13" W. A DISTANCE OF 42.41 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 01° 48' 38" W. A DISTANCE OF 541.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 43° 11' 22" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E. A DISTANCE OF 1062.72 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS TRACT;

THENCE N. 46° 54' 23" E. A DISTANCE OF 14.17 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 02° 00' 08" E. A DISTANCE OF 560.02 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 43° 04' 02" W. A DISTANCE OF 14.12 FEET TO A POINT OF INTERSECTION AND A CORNER OF THIS TRACT;

THENCE N. 01° 51' 48" E., AT A DISTANCE OF 20.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. HWY. 1585, CONTINUING FOR A TOTAL DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FOR A CORNER OF THIS TRACT;

THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 42.15 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS NORTH CENTRAL ZONE. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET. THIS DESCRIPTION DOES NOT REPRESENT A SURVEY MADE UPON THE GROUND, AND IS PREPARED FOR PLANNING AND CONTRACT PURPOSES ONLY. THE AREA, BEARINGS AND DISTANCES ARE SUBJECT TO CHANGE OR MODIFICATION ACCORDING TO FINAL COMPUTATIONS AND AN ACTUAL SURVEY MADE ON THE GROUND.

130TH
UNIVERSITY
87168
87168
87168

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print): Betenbough Homes
6305 82nd Street (Street/Post Office Box)
Lubbock (City) TX (State) 79424 (Zip)
(806) 789-9558 (Telephone)

For: _____
Street/Post Office Box
City State Zip
( ) Telephone

Location or Address: South East corner of 1585 and University

Legal Description:* See attached

Existing Land Use: Ag use

Existing Zoning: Transition

Acreage or Square Footage of Property: 157.57

Zoning Requested: 105.248 acres R-1 Specific use, 52.322 acres C-3

Proposed Development: Bell Farms residential

If property is not subdivided, will preliminary plat be submitted? Yes X No _____

Applicant's Signature

November 9, 2015
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: $944.71
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

MAB MAP 64

Zone Case No.: 3274 **Agenda No.:** _____

Request for zoning change from: T **To:** R-1 SP USE, C-3

157.57 acres of unplatted land out of block E Section 16

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** South of 130th St, East of University Ave

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

9

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3274**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
DEC – 1 RECD
PLANNING DEPARTMENT

Print Name GARY BELL

Signature: Gary Bell

Address: 13803 CR 2200

Address of Property Owned: same

Zone Case Number: 3274 97048
BELL, GARY
13803 CR 2200

LUBBOCK TX 79423

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

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3275, a request of AMD Engineering, LLC, for RS Store, LLC, for a zoning change from R-1 to C-4 Specific Use for mini warehouses and all unconditionally permitted C-4 uses on 2.36 acres of unplatted land including right-of-way out of Block D6, Section 2, 7902 19th Street and 1806 Alcove Avenue, and consider an ordinance.

Item Summary

General comments:
The request is to change the zoning at the intersection of two major thoroughfares from R-1 to C-4.

Adjacent land uses:
North: R-1
South: R-1 and C-4 19th Street thoroughfare.
East: Alcove thoroughfare and C-4 (requesting R-1)
West: Existing Storage/mini-warehouse

Comprehensive Land Use Plan (CLUP):
Commercial zoning is consistent with the CLUP.

Zoning Policy:
The request is consistent with zoning policy since C-4 should be located along a regional thoroughfare and/or a state highway.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request with no conditions.

On January 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3275
Zone Case - 3275

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. 3275;** A ZONING CHANGE FROM **R-1** TO **C-4 SPECIFIC USE** FOR **MINI WAREHOUSES AND ALL UNCONDITIONALLY PERMITTED C-4 USES**, ON **2.36 ACRES OF UNPLATTED LAND OF BLOCK D6, SECTION 2,** 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. 3275

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 **C-4 Specific Use** for **mini warehouses and all unconditionally permitted C-4 uses** on **2.36 acres of unplatted land of Block D6, Section 2,** City of Lubbock, Lubbock County, Texas, located at **7902 19th Street and 1806 Alcove 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 **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 **7902 19th Street and 1806 Alcove Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

FOR ANDREW PAXTON

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3275
January 7, 2016

Rezone to C-4

METES AND BOUNDS DESCRIPTION of a 2.36 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in the East line of said Section 2 for the Southeast and beginning corner of this tract whence the Southeast corner of Section 2, Block D-6 bears S00°06'00"E, a distance of 65.00 feet;

Thence West, along the North Right of Way line of 19th Street, approximately a distance of 319.17 feet to a point for the Southeast corner of Tract B, Stash Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 5349, Page 178, Real Property Records of Lubbock County, Texas, and for the Southwest corner of this tract;

Thence N00°17'13"W, along the East line of said Tract B, Stash Addition, approximately a distance of 113.50 feet to a point for the Northeast corner of said Tract B, Stash Addition and in the South line of Tract A, said Stash Addition for a corner of this tract;

Thence East, along the South line of said Tract A, Stash Addition, approximately a distance of 20.12 feet to a point for the most Easterly Southeast corner of said Tract A, Stash Addition for a corner of this tract;

Thence N00°17'13"W, along the East line of said Tract A, Stash Addition, approximately a distance of 200.09 feet to a point for a corner of this tract;

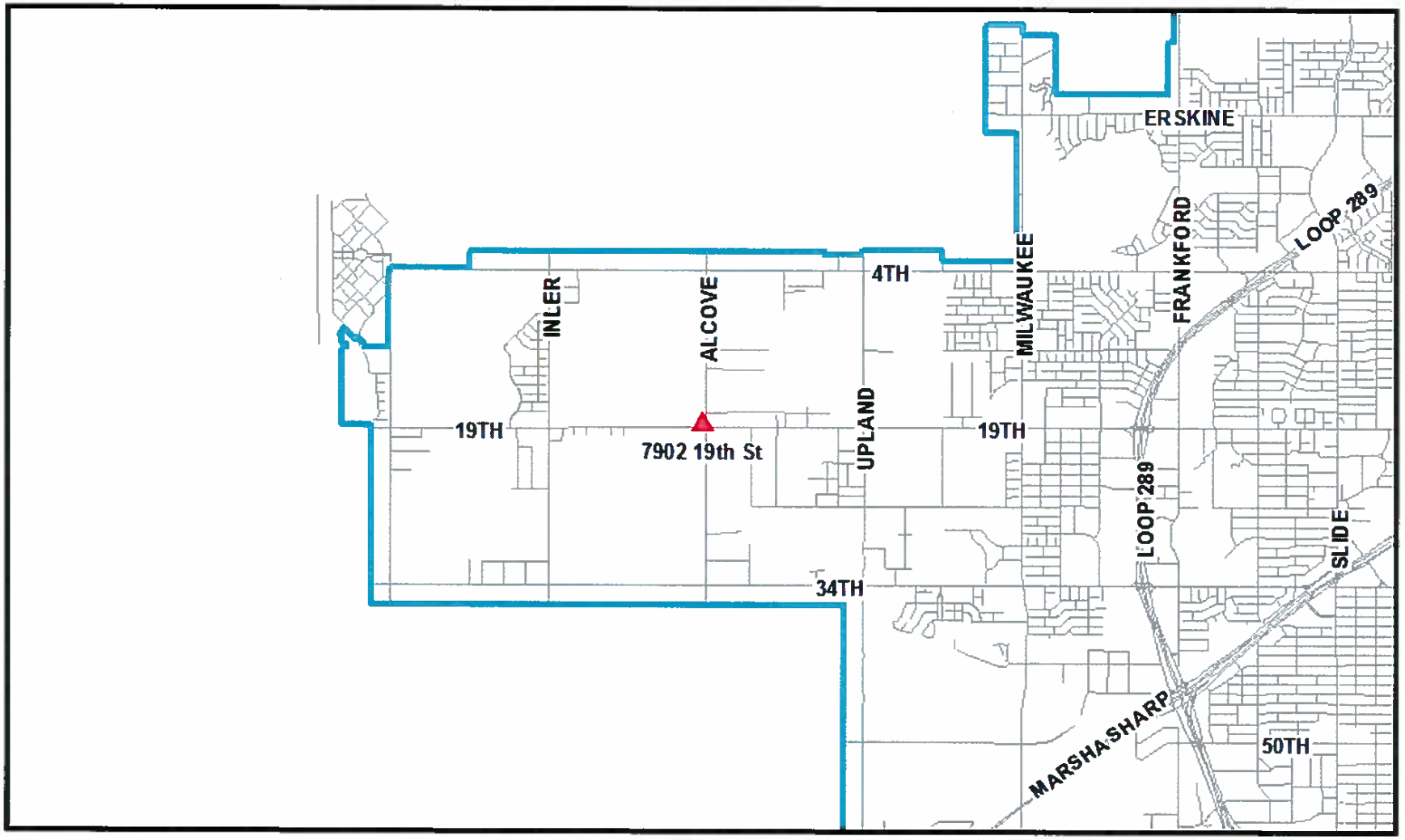
Thence N33°53'15"W, along the East line of said Tract A, Stash Addition, approximately a distance of 25.80 feet to a point for the Northeast corner of said Tract A, Stash Addition and for the Northwest corner of this tract;

Thence East, along the South line of the tract described in Volume 8908, Page 102, Official Public Records of Lubbock County, Texas, approximately a distance of 314.12 feet to a point in the East line of Section 2, for the Northeast corner of this tract;

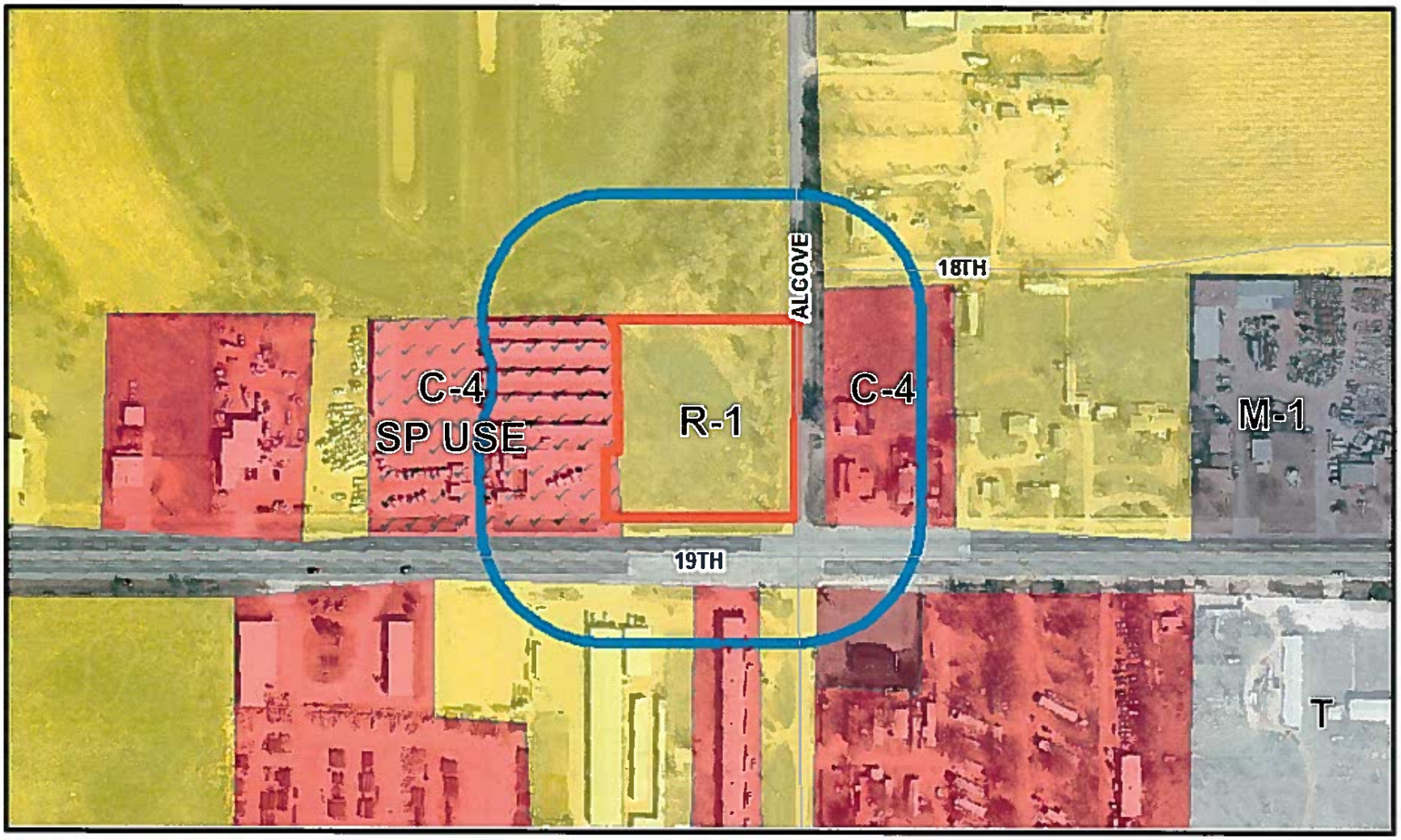
Thence S00°06'00"E, along the East line of Section 2, approximately a distance of 335.00 feet to the Point of Beginning and containing approximately 2.36 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

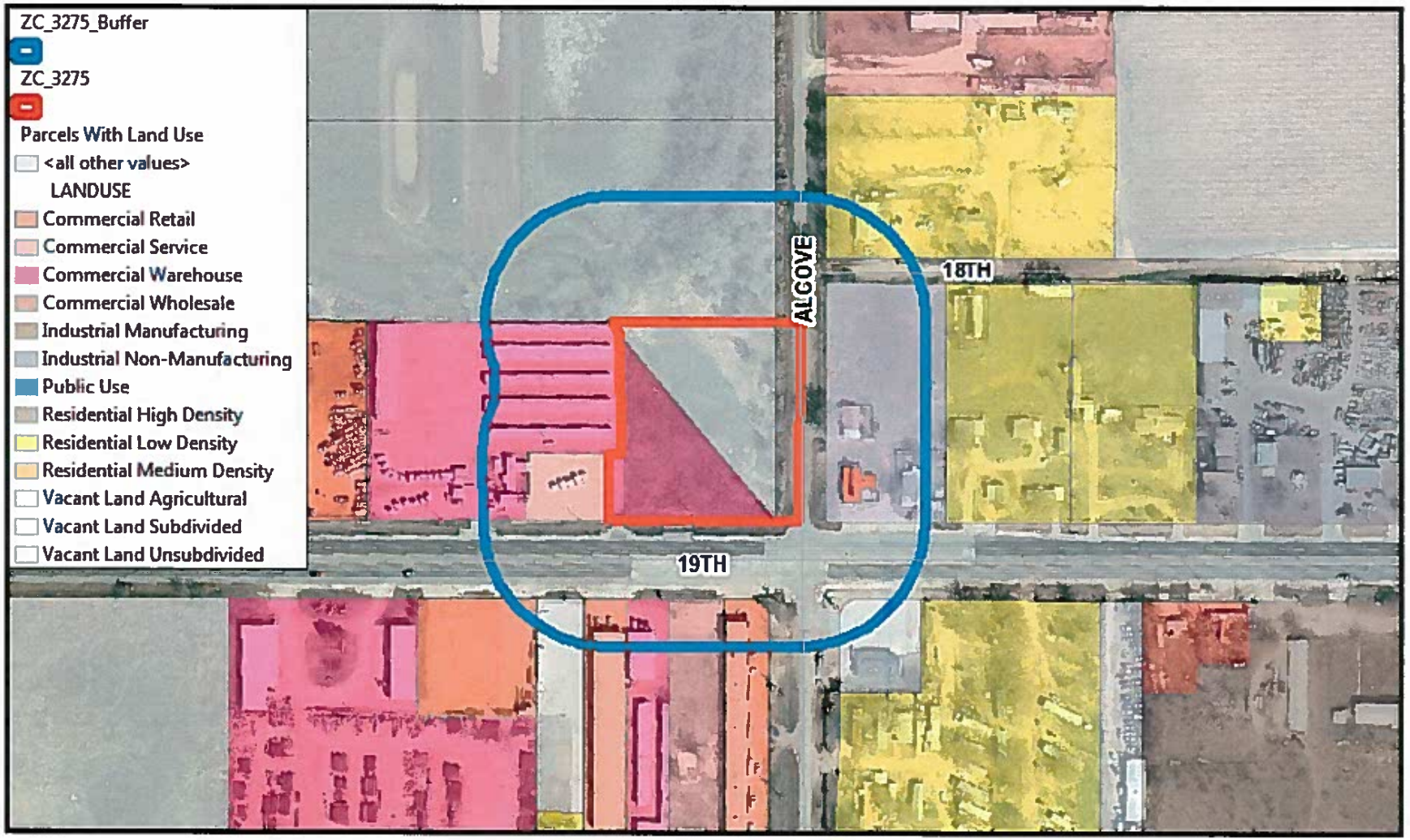
Prepared for: National Storage Solutions
December 1, 2015



P.Z.C. Case 3275

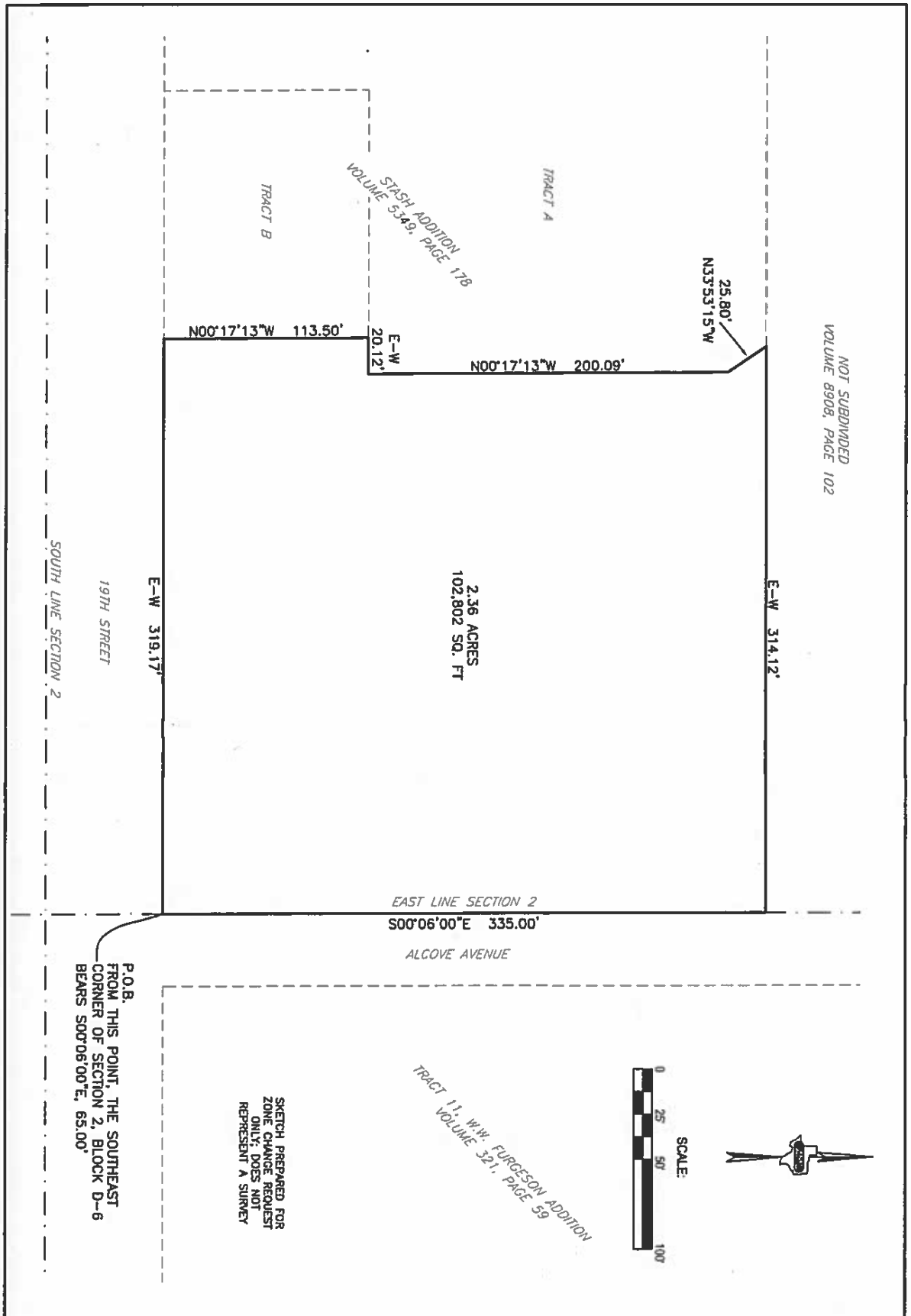


P.Z.C. Case 3275 Zoning



P.Z.C. Case 3275

Request of AMD Engineering, LLC (for RS Store, LLC) for a zoning change from R-1 to C-4 Specific Use for mini warehouses and all unconditionally permitted C-4 uses, 7902 19th Street and 1806 Alcove Avenue



PREPARED FOR:
NATIONAL STORAGE
SOLUTIONS

DRAWN BY: JDN
CHECKED BY: ANL
JOB NUMBER: 15241

SKETCH FOR ZONE CASE

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

Rezone to C-4

METES AND BOUNDS DESCRIPTION of a 2.36 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in the East line of said Section 2 for the Southeast and beginning corner of this tract whence the Southeast corner of Section 2, Block D-6 bears S00°06'00"E, a distance of 65.00 feet;

Thence West, along the North Right of Way line of 19th Street, approximately a distance of 319.17 feet to a point for the Southeast corner of Tract B, Stash Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 5349, Page 178, Real Property Records of Lubbock County, Texas, and for the Southwest corner of this tract;

Thence N00°17'13"W, along the East line of said Tract B, Stash Addition, approximately a distance of 113.50 feet to a point for the Northeast corner of said Tract B, Stash Addition and in the South line of Tract A, said Stash Addition for a corner of this tract;

Thence East, along the South line of said Tract A, Stash Addition, approximately a distance of 20.12 feet to a point for the most Easterly Southeast corner of said Tract A, Stash Addition for a corner of this tract;

Thence N00°17'13"W, along the East line of said Tract A, Stash Addition, approximately a distance of 200.09 feet to a point for a corner of this tract;

Thence N33°53'15"W, along the East line of said Tract A, Stash Addition, approximately a distance of 25.80 feet to a point for the Northeast corner of said Tract A, Stash Addition and for the Northwest corner of this tract;

Thence East, along the South line of the tract described in Volume 8908, Page 102, Official Public Records of Lubbock County, Texas, approximately a distance of 314.12 feet to a point in the East line of Section 2, for the Northeast corner of this tract;

Thence S00°06'00"E, along the East line of Section 2, approximately a distance of 335.00 feet to the Point of Beginning and containing approximately 2.36 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: National Storage Solutions
December 1, 2015

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For RS Store, LLC

6923 Indiana Avenue, Box 108
Street/Post Office Box

Lubbock TX 79413
City State Zip

(806) 731-1506
Telephone

Location or Address: Northwest corner of 19th Street and Alcove Avenue

Legal Description:* See attached

Existing Land Use: Ag **Existing Zoning:** R1

Acreage or Square Footage of Property: 2.003 ~~acres~~ 2.36 - Including R.O.W.

Zoning Requested: C-4 Specific use for mini warehouses and any other permitted uses in C-4

Proposed Development: Storage Warehouse Facility and Greenhouse Facility

If property is not subdivided, will preliminary plat be submitted? Yes x No

Applicant's Signature

December 1, 2015
Date

Filing Fee: $481
($475.00 for the first acre; $3.00 for each additional acre)

***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.: 3275 **Agenda No.:**

Request for zoning change from: R-1 **To:** C-4 Sp. Use

for mini warehouses on 2.36 ~~2.003~~ acres of unplatted land out of

on Block D6 Section 2

on Lot(s) , **Block(s)** ,

Addition **(Address:** 7902 19th St. and 1806 Alcove Ave.).

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3275***

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN – 4 REC'D
PLANNING DEPARTMENT

Print Name WALT HANSEN Inc

Signature: Walt Hansen

Address: 5407 - 71st

Address of Property Owned: Sold Property at 7904 Marlist
July 15 - 2015

8 of 11

Zone Case Number: **3275** 1366
WALT HANSEN INC
5407 71ST ST

LUBBOCK TX 79424-2000

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3275***

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN – 4 2016
PLANNING DEPARTMENT

Print Name Walt Hansen Inc

Signature: Walt Hansen

Address: ~~1904 19th~~ 5407 - 71st

Address of Property Owned: Sold Property at 1904 19th St
July 15 - 2015

5 of 11

Zone Case Number: **3275** 73955
HANSEN WALT INC
% DEBORAH COLE
5407 71ST ST

LUBBOCK TX 79424

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

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3172-A, a request of Sheri White and Stanley and Kevin Sisson for a zoning change from C-4 to R-1 on Lot 11, Furgeson Addition, 7752 19th Street, and consider an ordinance.

Item Summary

General comments:
This request is to rezone a property from C-4 to R-1. This property had been previously zoned from R-1 to C-4 in hopes for a commercial tenant. The owner now is wanting to convert one commercial structure to a residence.

Adjacent land uses:
North: Single family
East: Single family
West: Pending C-4 zoning

Comprehensive Land Use Plan (CLUP):
Although the intersection of two thoroughfares is reserved for 10 acres of commercial zoning it would not prohibit a lesser zoning district in that location.

Zoning Policy:
While single family at the intersection of two thoroughfares is not the normal situation, there is nothing in the City's zoning policies that would prohibit the change.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends for approval.

On January 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3172-A;** A ZONING CHANGE FROM **C-4** TO **R-1** ZONING DISTRICT ON **LOT 11, FURGESON 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. 3172-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **R-1** zoning district on **Lot 11, Furgeson Addition**, City of Lubbock, Lubbock County, Texas, located at **7752 19th Street.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

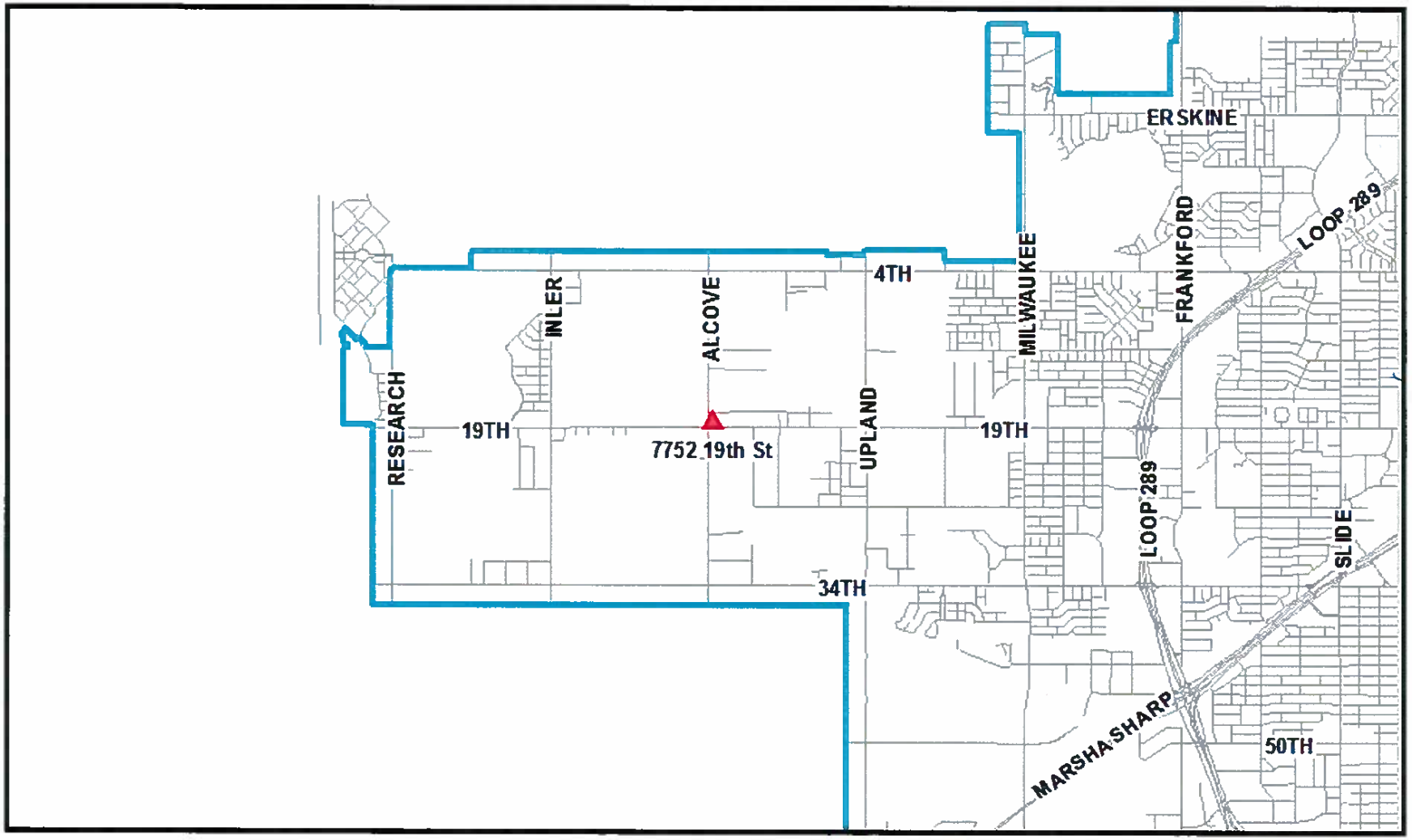
APPROVED AS TO CONTENT:

_____ FOR ANDREW PAXTON
Andrew Paxton, Director of Planning

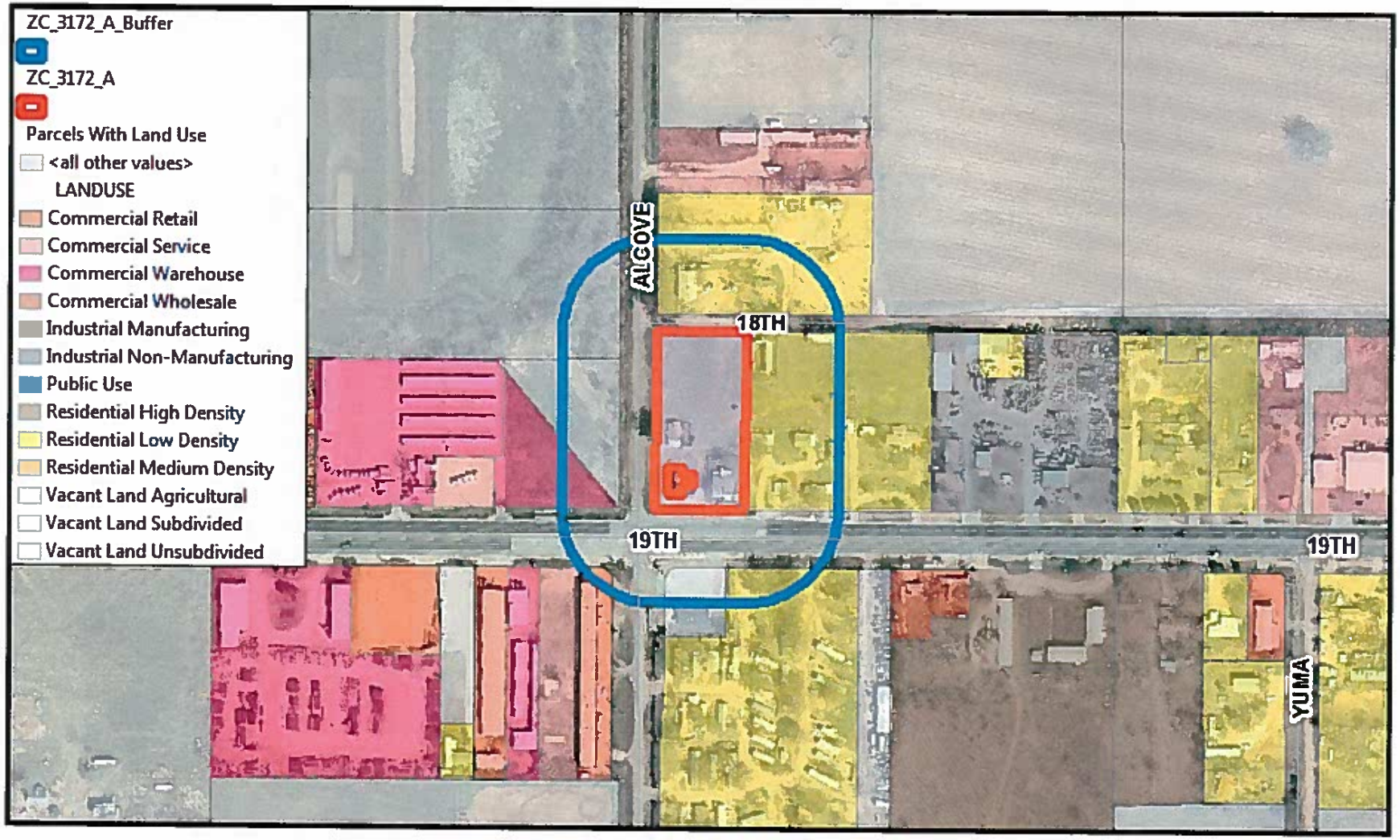
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3172-A
January 7, 2016

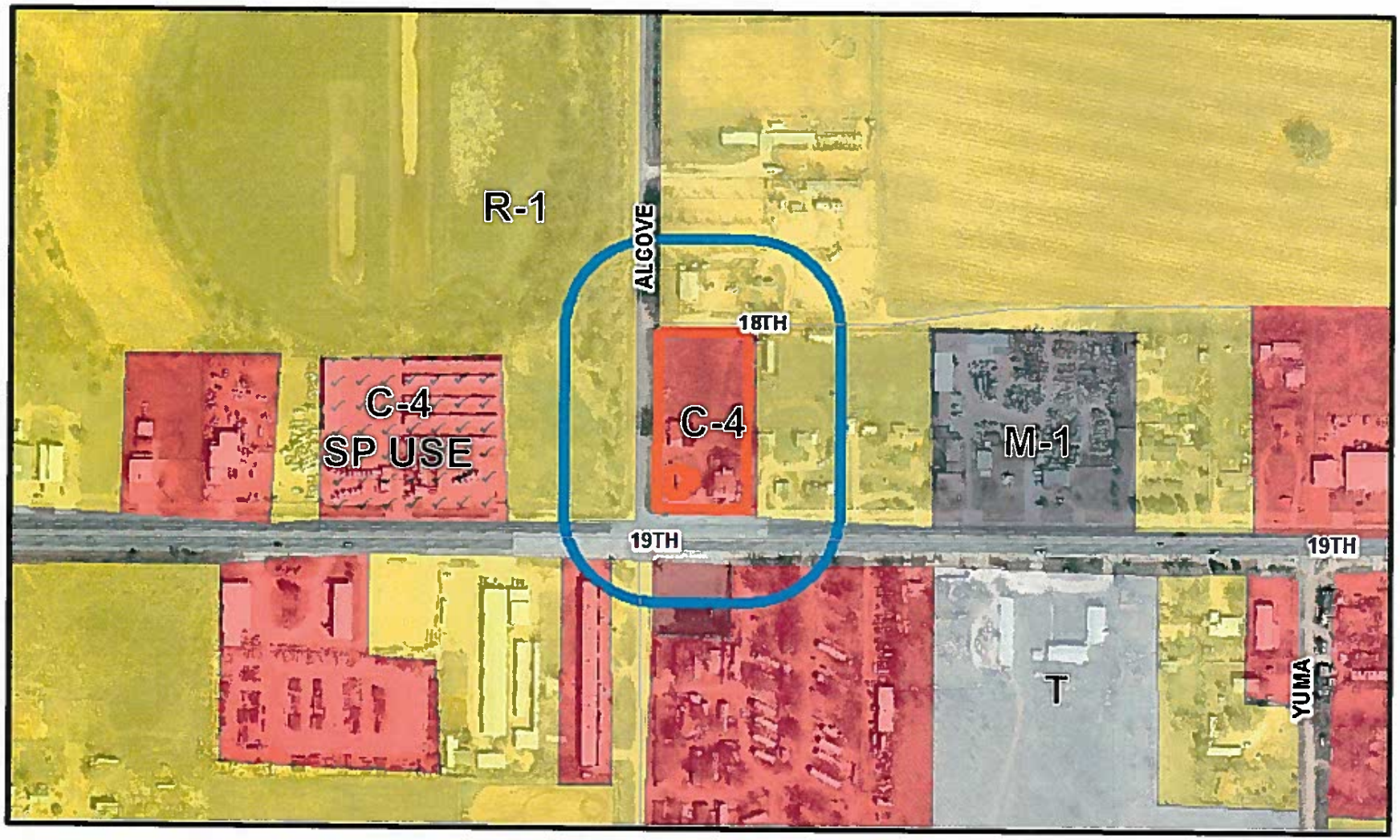


P.Z.C. Case 3172-A



P.Z.C. Case 3172-A

Request of Sheri White and Stanley and Kevin Sisson for a zoning change from C-4 to R-1,7752 19th Street



P.Z.C. Case 3172-A Zoning

3172-A

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this site is created by or hosted by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

0 300 600 Feet

Printed Date: 12/7/2015

N

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Sheri White, Stanley & Kevin Sisson

7726 19th St.
Street/Post Office Box

Lubbock TX 79407
City State Zip

(806) 795-3141
Telephone

For _____

7752 19th St
Street/Post Office Box

Lubbock TX 79407
City State Zip

( )
Telephone

Location or Address: 7752 19th St., Lubbock, TX 79407

Legal Description:* Building Only Furgeson L11, R316824 R301000-00000-01100-100

Existing Land Use: Not in use **Existing Zoning:** Commercial

Acreage or Square Footage of Property: _____

Zoning Requested: Residential

Proposed Development: None

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Sheri S White
Applicant's Signature

12/07/2015
Date

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 19777 map 46

Zone Case No.: 3172-A **Agenda No.:** _____

Request for zoning change from: C-4 **To:** R-1

on Lot(s): 11 **Block(s):** —

Subdivision: Furgeson **Address:** 7752 19th St

VS 7CI

To City of Lubbock

This structure has been up for rent for several years with no takers. It is adjacent to several other residences and we feel it could be turned into a residence. Thank you.

Stan Sisson 7-12-2015

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

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.:** ***3172-A***

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN – [illegible]
PLANNING DEPARTMENT

Print Name WALT HANSEN INC

Signature: Walt Hansen

Address: 5407 – 71ST ST

Address of Property Owned: Sold property at 7904 7th ST
July 15 – 2015

5 of 8

Zone Case Number: **3172-A** 1366
WALT HANSEN INC
5407 71ST ST

LUBBOCK TX 79424-2000

Regular City Council Meeting **6. 12.**

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P, and consider an ordinance.

Item Summary

General comments:
This specific use case is to extend the existing U-Haul and mini-warehouse project at Avenue Q and 34th Street one block south, to 36th Street. At this time it is undetermined if U-Haul will reuse the existing building. There will likely be a combination of products on this site, including mini-warehouses, inside storage, and possible U-Haul pod style units. Because these details are not available at this time, a site plan will be brought back to the Planning and Zoning (P&Z) Commission, for approval, prior to a building permit.

Adjacent land uses:
North: of this case is the existing mini-warehouses, zone C-4 Specific Use
South: is zoned R-3, generally built out as single family
East: is partially commercial zoning, C-3, and R-1 single family
West: across Avenue Q is zoned C-4

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
The request is also consistent with the current zoning policies. Mini-warehouses are permitted only under a specific use zone case, looked at on a case by case basis for its own merits in each location. This instance happens to be a future expansion of an existing project and will be built consistent with it and the surrounding area.

Effect on the adjacent street and thoroughfare system:
There should be little to no additional impact on the adjacent thoroughfares.

Recommendations:
Staff recommends the case with the following condition:
1. That the final site plan be reviewed and approved by the P&Z Commission prior to issuance of a building permit.

On January 7, 2016, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. That the final site plan be reviewed and approved by the P&Z Commission prior to issuance of a building permit.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2740-A

Zone Case - 2740-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2740-A;** A ZONING CHANGE FROM **C-4** TO **C-4 SPECIFIC USE** FOR **MINI WAREHOUSES,** ON **LOTS 1 AND 2, MCDONALD ADDITION, AND LOT A AND THE BALANCE OF LOT 9, 2 LESS THE SE 62 FEET BY 124 FEET, STUBBS SUBDIVISION,** 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. 2740-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **C-4 Specific Use** for **mini warehouses** on **Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision,** City of Lubbock, Lubbock County, Texas, located at **3511 Avenue Q and 3504 Avenue P,** subject to conditions.

SUBJECT TO THE FOLLOWING CONDITION:

1. **THAT the final site plan be reviewed and approved by the Planning and Zoning Commission prior to issuance of a building permit.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-4** 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 **3511 Avenue Q and 3504 Avenue P**, 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:

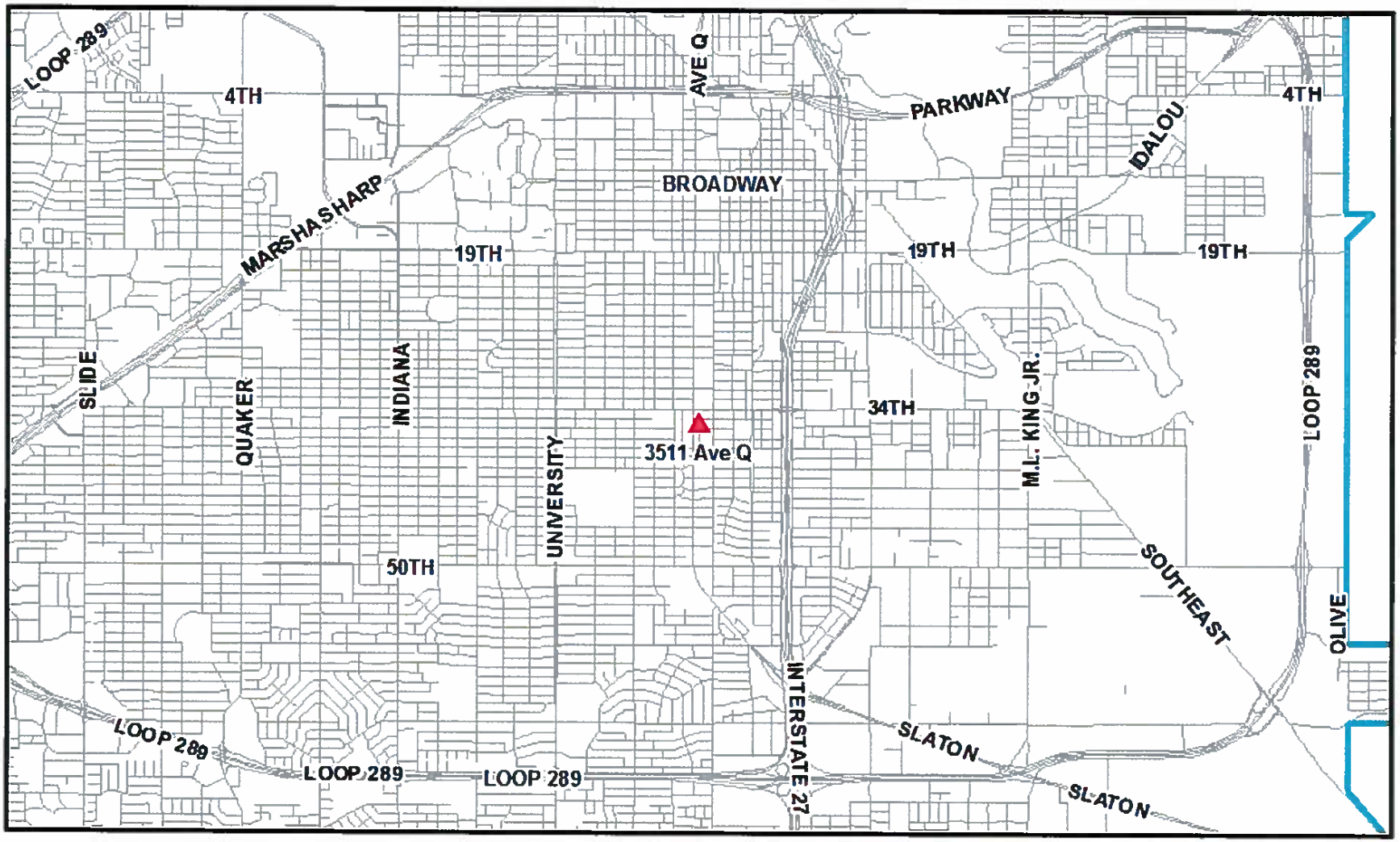
FOR ANDREW PAXTON

Andrew Paxton, Director of Planning

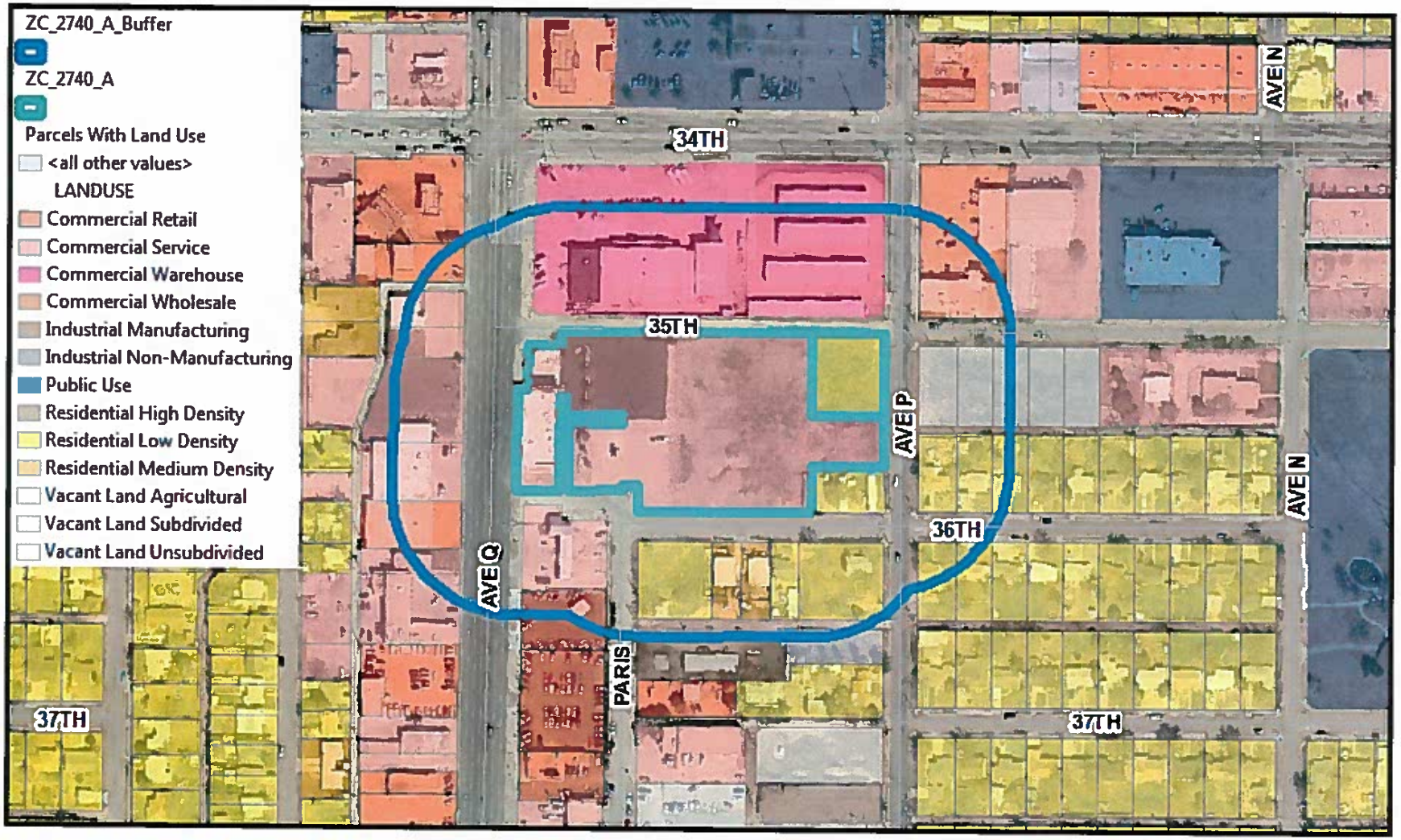
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2740-A
January 7, 2016

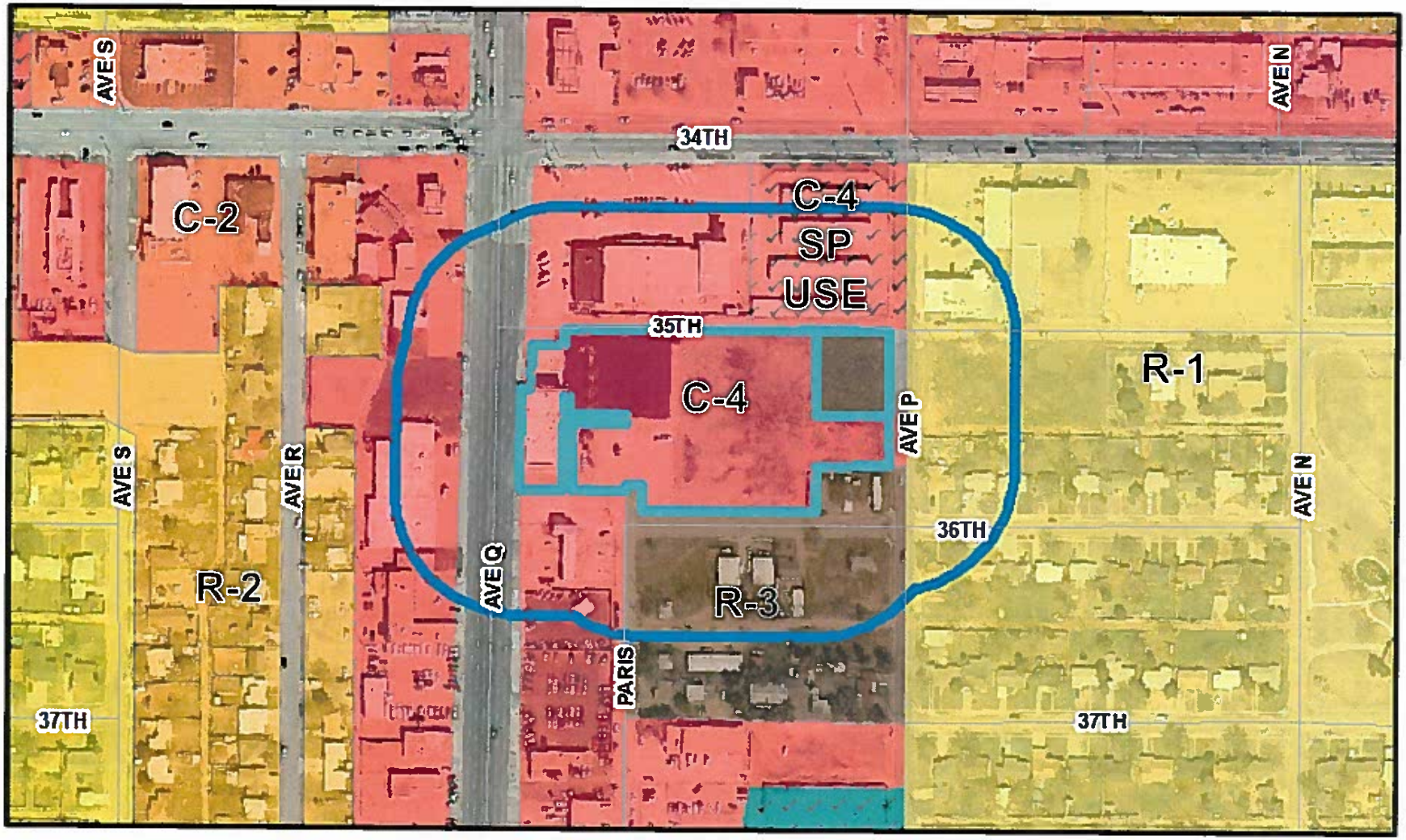


P.Z.C. Case 2740-A



P.Z.C. Case 2740-A

Request of Jonathan Martindale (for Amerco Real Estate Company) for a zoning change from C-4 to C-4 Specific Use for mini warehouses, 3511 Avenue Q and 3504 Avenue P



P.Z.C. Case 2740-A Zoning

3511 Avenue Q, Lubbock, TX 79412
SITE
34th St
35th St
36th St
Avenue Q
Avenue P
Avenue R
Paris Ave
Catalina's Restaurant
Subway
Josie's Authentic Mexican Food
Stripes
Lubbock Furniture & Hot Tub Ou

City of Lubbock
Specific Use Narrative
for
U-Haul Moving & Storage of Lubbock
3511 Avenue Q
Lubbock, TX 79412

Date: 11/25/2015

Project Description:

Amerco Real Estate Company, the real estate branch for U-Haul, is under contract to purchase the property located at 3511 Avenue Q. The property is abutting our current U-Haul location and the intent is for expansion of self-storage and truck and trailer rental.

The existing U-Haul Moving and Storage of Lubbock has been serving Lubbock community members since 1977. This Store provides self-storage, truck and trailer rental, and retail sales. After serving our community for almost 40 years, we are looking for opportunity to expand. We have had great success serving our customers and our objective is to offer more products and better services.

The proposed project is abutting our U-Haul of Lubbock to the south. It is located on the west side of 'Highway 27/Marshall Formby Memorial Highway' and the south side of '34th Street'; more specifically located on 'Avenue Q (US 84)'. It is zoned C-4 Commercial District within a commercial corridor of the City of Lubbock in Lubbock County. The site consists of two lots which are identified as Parcel 38834 and 95328. The total site area is approximately 3.6 acres. The existing use of the site is Office. Currently, the parcel is occupied by one commercial building; which was built in 1953.

Description of Proposal:

U-Haul is committed to increasing its investment in Lubbock and being an integral and contributing member of the community. Towards this endeavor, we propose an expansion of our current location which includes an adaptive reuse into a U-Haul Moving and Storage Store. We propose U-Haul truck and trailer rental to provide a one-stop shop to our community. This renovation will include self storage, interior tenant improvements, exterior architectural enhancements and landscaping.

We have a long and proud history of taking underutilized commercial, office and industrial properties and turning them into productive businesses that provide jobs and help to promote infill development to meet citizens' needs while preserving the natural resources and land normally required for new construction. Please see some of the historic conversions here http://blogs.uhaul.com/detroit/uhaul-history-of-revitalization/.

Cabela's
OUTPOST
LUBBOCK
LOOP 289
AND 34th ST

Cabela's
OUTPOST
LUBBOCK
LOOP 289
AND 34th ST.

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Jonathan Martindale
UHC of W Texas
826 S. Clark St.
Street Post Office Box
Abilene TX 79605
City State Zip
(325) 692-9130
Telephone

For Amerco Real Estate Company
2727 N. Central Ave., Ste. 500
Street Post Office Box
Phoenix AZ 85004
City State Zip
(602) 263-6555
Telephone

Location or Address: 3511 Avenue Q; Lubbock, TX 79412

Legal Description:* PIN: 38834 McDonald L 1&2 Stubbs LA & BAL of L9 & 2 less NE 124'X 145.5' & SE 62' X 124' PIN: 95328, Stubbs BLK 2 E 124' of N142.5'

Existing Land Use: C-S & RL (38834) (95328) **Existing Zoning:** C4-commercial

Acreage or Square Footage of Property: approximately 3.163 acres

Zoning Requested: C-4 specific use zoning district

Proposed Development: U-Haul Moving & Storage of Lubbock - Self storage and mini warehouse.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Applicant's Signature

11-30-15
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: $484.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN: 95328 38834 map 6

Zone Case No.: 2740-A **Agenda No.:** _____

Request for zoning change from: C-4 **To:** C-4 SP USE

Lots 1 and 2 McDonald Addition and
on Lot(s): A and the balance of Lot 9, **Block(s):** 2 less the SE 62' x 124'

Subdivision: STUBBS **Address:** 3511 Ave Q and 3504 Ave P

$484

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

4

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.: 2740-A**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN – 4 REC'D
PLANNING DEPARTMENT

Wendell's Auto Sales

Print Name Wendell Dixon

Signature: Wendell Dixon

Address: 3408-Q

Address of Property Owned: 3408 Ave Q

20 of 20

Zone Case Number: 2740-A 58333
WENDELLS AUTO SALES ✓
1916 56TH

LUBBOCK TX 79412

Regular City Council Meeting **6. 13.**

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2911-B, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes on 3.7 acres of unplatted land out of Block E-2, Section 16, 10809 Slide Road, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes on 3.7 acres.

Adjacent land uses:
North: Zoned R-1 Specific Use
South: Zoned Transitional and is currently vacant
East: Zoned R-1 Specific Use
West: Zoned A-2 with a church on the property

Comprehensive Land Use Plan (CLUP):
The request is for a change from one form of single family to another; therefore the request is consistent with the CLUP.

Zoning Policy:
Since the request is not changing the base zoning, the request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends the request for approval.

On January 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2911-B;** A ZONING CHANGE FROM **R-1 SPECIFIC USE FOR REDUCED SETBACKS** TO **R-1 SPECIFIC USE** FOR **GARDEN HOMES,** ON **3.7 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 16,** 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. 2911-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use for reduced setbacks** to **R-1 Specific Use** for **Garden Homes** on **3.7 acres of unplatted land out of Block E-2, Section 16,** City of Lubbock, Lubbock County, Texas, located at **10809 Slide Road**, 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 **R-1 Specific Use for reduced setbacks** 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 **10809 Slide Road**, 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:

FOR ANDREW PAXTON

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2911-B
January 7, 2016

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 3.7 acre tract of land located in Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of 110th Street for the Southwest corner of this tract which bears N. 01°43'25" E. an approximate distance of 1372.4 feet and S. 88°14'08" E. an approximate distance of 1342.2 feet from the Southwest corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE N. 01°43'25" E. an approximate distance of 349.7 feet to a point for the Northwest corner of this tract;

THENCE S. 88°16'35" E. an approximate distance of 457.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°43'25" W. an approximate distance of 361.4 feet to a point of intersection in the centerline of said 110th Street for the Southeast corner of this tract;

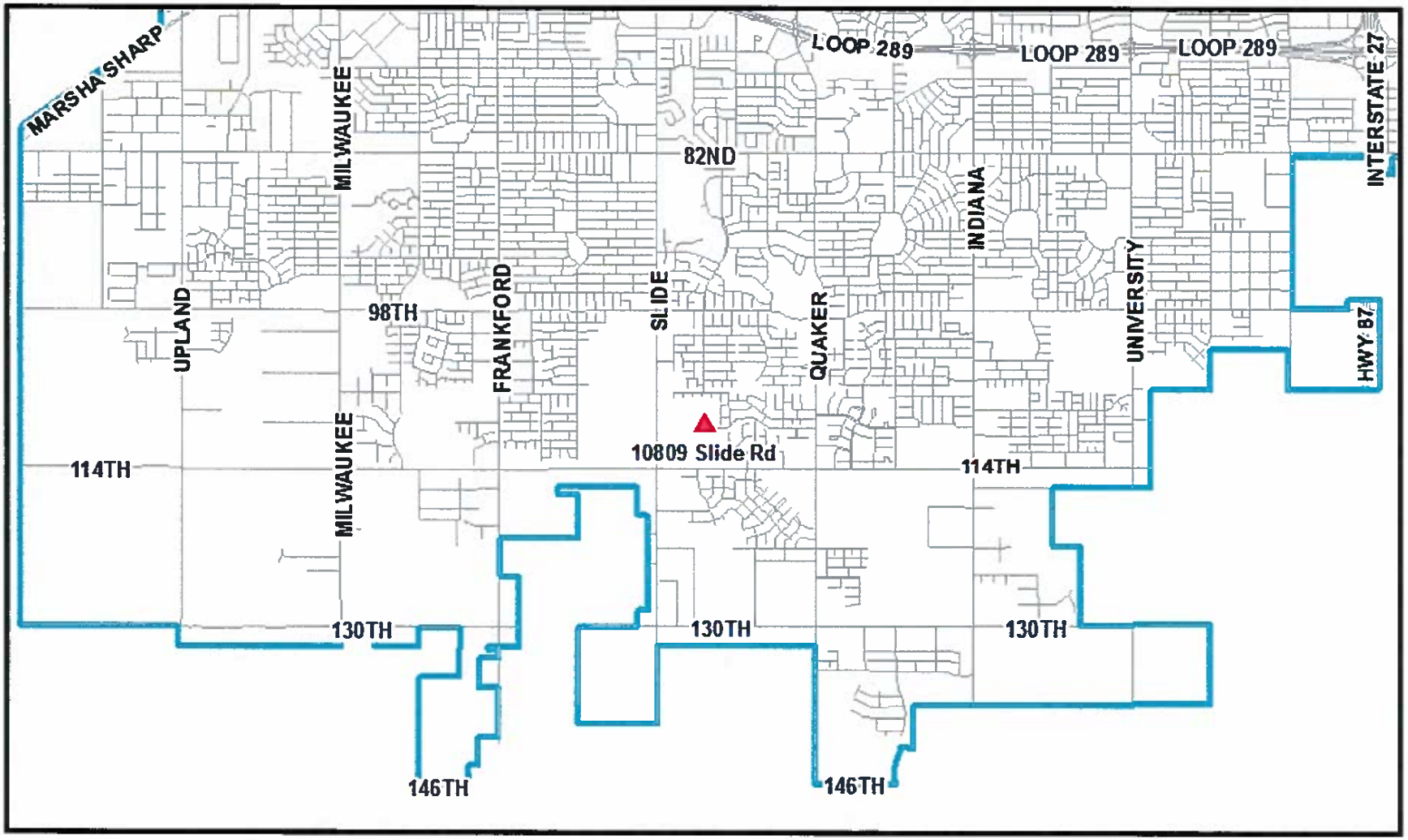
THENCE Northwesterly, continuing along said centerline, along a curve to the left, said curve having a radius of approximately 500.0 feet, a central angle of 12°15'10", tangent lengths of approximately 53.7 feet, a chord distance of approximately 106.7 feet and a chord bearing of N. 82°06'33" W. to a point of tangency;

THENCE N. 88°14'08" W., continuing along said centerline, an approximate distance of 350.9 feet to the Point of Beginning.

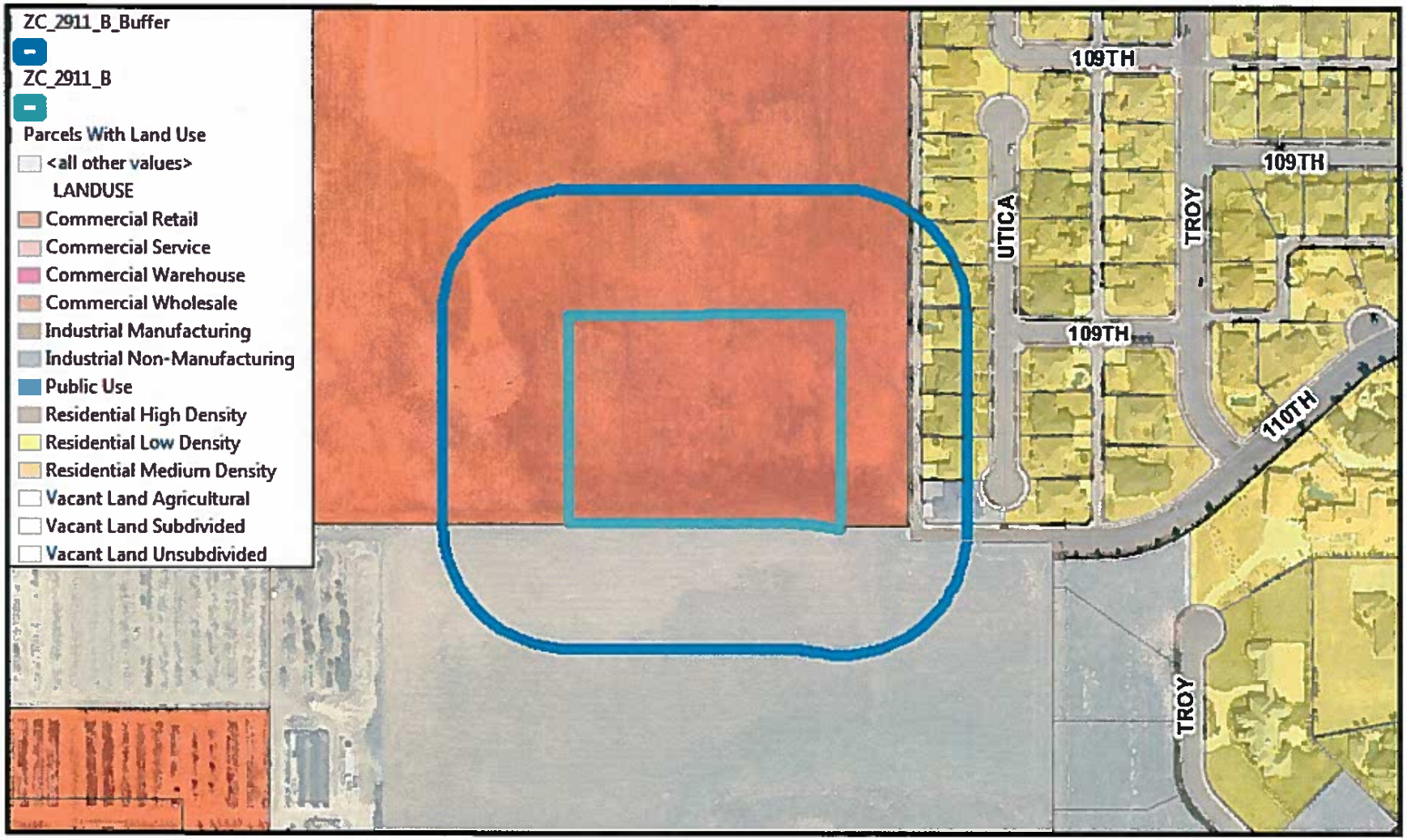
December 7, 2015

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING



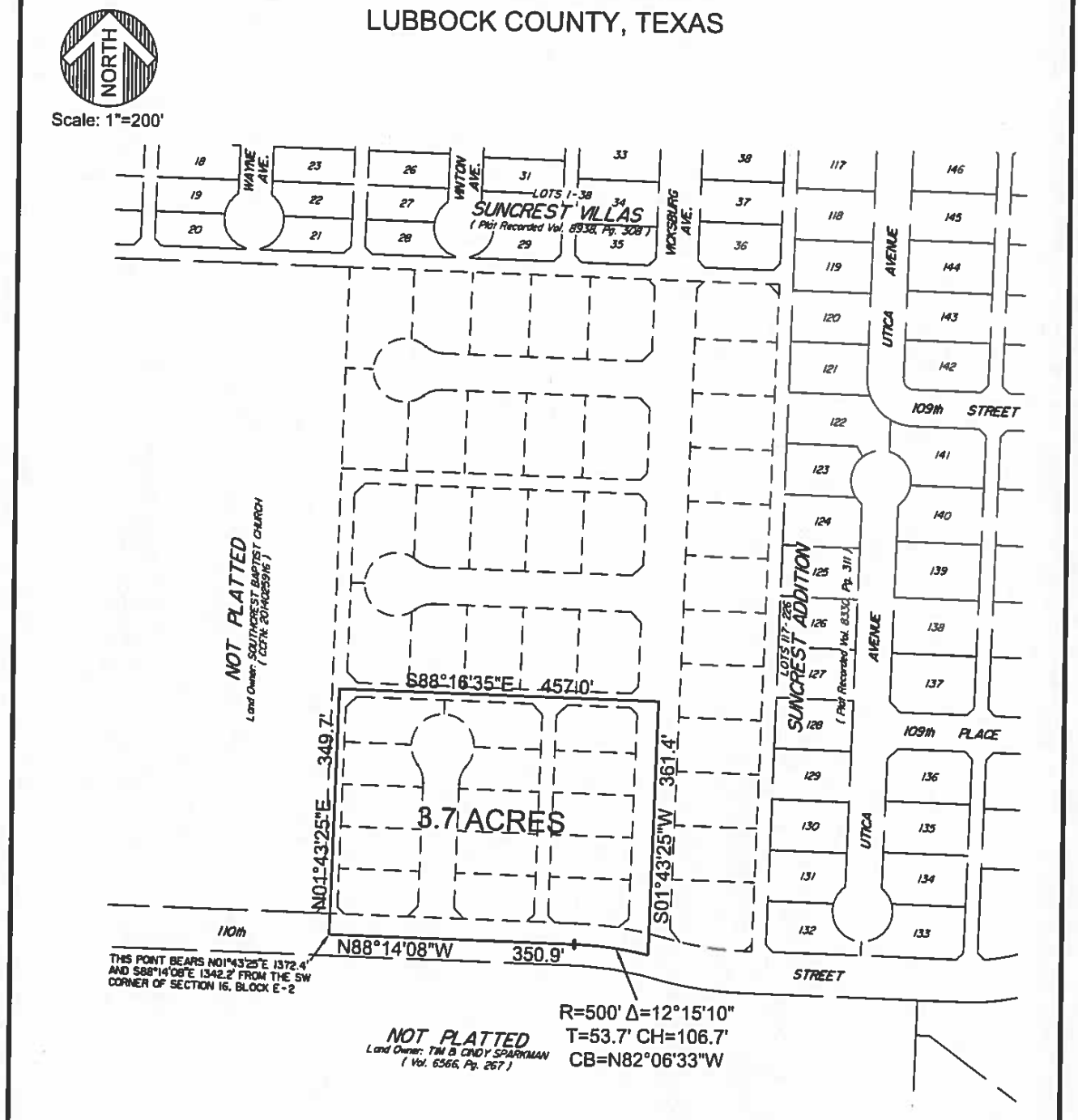
P.Z.C. Case 2911-B



P.Z.C. Case 2911-B

Request of Hugo Reed and Associates, Inc. (for Lubbock Crown Development, LLC) for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes, 10809 Slide Road

3.7 ACRES
SECTION 16, BLOCK E-2
LUBBOCK COUNTY, TEXAS



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

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 3.7 acre tract of land located in Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of 110th Street for the Southwest corner of this tract which bears N. 01°43'25" E. an approximate distance of 1372.4 feet and S. 88°14'08" E. an approximate distance of 1342.2 feet from the Southwest corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE N. 01°43'25" E. an approximate distance of 349.7 feet to a point for the Northwest corner of this tract;

THENCE S. 88°16'35" E. an approximate distance of 457.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°43'25" W. an approximate distance of 361.4 feet to a point of intersection in the centerline of said 110th Street for the Southeast corner of this tract;

THENCE Northwesterly, continuing along said centerline, along a curve to the left, said curve having a radius of approximately 500.0 feet, a central angle of 12°15'10", tangent lengths of approximately 53.7 feet, a chord distance of approximately 106.7 feet and a chord bearing of N. 82°06'33" W. to a point of tangency;

THENCE N. 88°14'08" W., continuing along said centerline, an approximate distance of 350.9 feet to the Point of Beginning.

December 7, 2015

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

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
Lubbock Crown Development, LLC
P O Box 64472
Street/Post Office Box
Lubbock, Texas 79464
City State Zip
806-548-0566
Telephone

Location or Address: 110th Street and Vicksburg Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: R-1 Spec. Use

Acreage or Square Footage of Property: 3.7 acres

Zoning Requested: R-1 Specific Use for garden homes

Proposed Development: Southcrest Estates

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

December 7, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $484 (Wilson #5801)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only M + B Map 47

Zone Case No.: 2911-B **Agenda No.:** _____

Request for zoning change from: R-1 SU for reduced setbacks **To:** R1 SU for garden homes

3.7 acres of unplatted land out of Block E-2 Section 16

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 10809 Slide Rd

KS

5

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.

RECEIVED
JAN - 5 RECD
PLANNING DEPARTMENT

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.:** ***2911-B***

In Favor of ___

Opposed X

Reasons and/or Comments:
Multi-family units tend to erode property values for surrounding property owners and if the economy turns sour, multi-family units lower their standards for renters and tend to become eyesores, further reducing land/home values for surrounding property owners.

Print Name Joe Rollins

Signature: [signature]

Address: 10920 Utica Ave, Lubbock, Tx 79424

Address of Property Owned: Same as above

7 of 10

Zone Case Number: **2911-B** 81203
ROLLINS JOE R & ROBBIE L
10920 UTICA AVE

LUBBOCK TX 79424

Regular City Council Meeting **6. 14.**

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3181-A, a request of Hugo Reed and Associates, Inc., for Michael Strickland, for a zoning change from Garden Office (GO) to C-2 on 5 acres of unplatted land out of Block JS, Section 7, 5828 Erskine Street, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from GO to C-2 on 5 acres of unplatted land.

Adjacent land uses:
North: Zoned GO
South: Zoned C-3
East: Zoned C-2
West: Outside city limits

Comprehensive Land Use Plan (CLUP):
In 1973, a large portion of the northeast corner of Frankford Avenue and Erskine Street, was rezoned to C-2, with the condition that the C-2 tract be reduced to approximately 10 acres from the 14 acres originally proposed. When this proposal was approved, the City was operating under the 1959 CLUP, which did not have the requirement of limiting the commercial property to 660 feet from the intersection. That condition would later be added to the 1986 CLUP, which is the plan the City currently follows. Later in 2002, approximately 2.15 acres to the north of the C-2 property was also rezoned to C-2, although in the minutes from the meeting, staff acknowledged this would be considered “strip zoning.”The request is a minor change to the CLUP. The CLUP designates 40 acres of commercial property at the intersections of major thoroughfares (10 acres per corner) and limits that 10 acres to 660 feet from the intersection in all directions. There is already 6.7 acres of C-3 zoning on the northwest corner of Frankford Avenue and Erskine Street, which is immediately south of the property in question. Extending commercial zoning further north along Frankford Avenue which is considered “strip commercial,” which the CLUP specifically prohibits.

Zoning Policy:
The request is not consistent with zoning policies as strip commercial is not recommended. GO should not be considered as a stepping stone to commercial zoning in non-compliant locations.

Effect on the adjacent street and thoroughfare system:
Strip commercial as seen on 34th Street, 50th Street, portions of Slide Road, and the rapidly developing Milwaukee Avenue south of 34th Street, lead to major traffic concerns along the thoroughfares. Going from GO uses to C-2 commercial uses, could potentially impact the thoroughfare system, as it will bring more traffic onto Frankford Avenue.

Recommendations:
Based on the CLUP, current zoning policies, and the potential impact on the thoroughfare system, staff

recommends against approval.

On January 7, 2016, the P&Z Commission recommended the request with a unanimous vote. The P&Z Commission based this recommendation on the overall balance of the intersection of Frankford Avenue and Erskine Street. The lessened amount of commercial development south of the intersection helped to justify an increased amount of commercial north of the intersection.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3181-A

Zone Case - 3181-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3181-A;** A ZONING CHANGE FROM **GO** TO **C-2** ZONING DISTRICT ON **5 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 7,** 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. 3181-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **C-2** zoning district on **5 acres of**

unplatted land out of Block JS, Section 7, City of Lubbock, Lubbock County, Texas, located at **5828 Erskine Street**, 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:

FOR ANDREW PAXTON

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3181-A
January 7, 2016

LAND SURVEYORS
CIVIL ENGINEERS

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

Proposed C-2 Zoning

METES AND BOUNDS DESCRIPTION of an approximately 5.0 acre tract of land located in Section 7, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 7, Block JS, Lubbock County, Texas, for the Southeast corner of this tract which bears North, an approximate distance of 660.0 feet from the Southeast corner of Section 7, Block JS, Lubbock County, Texas;

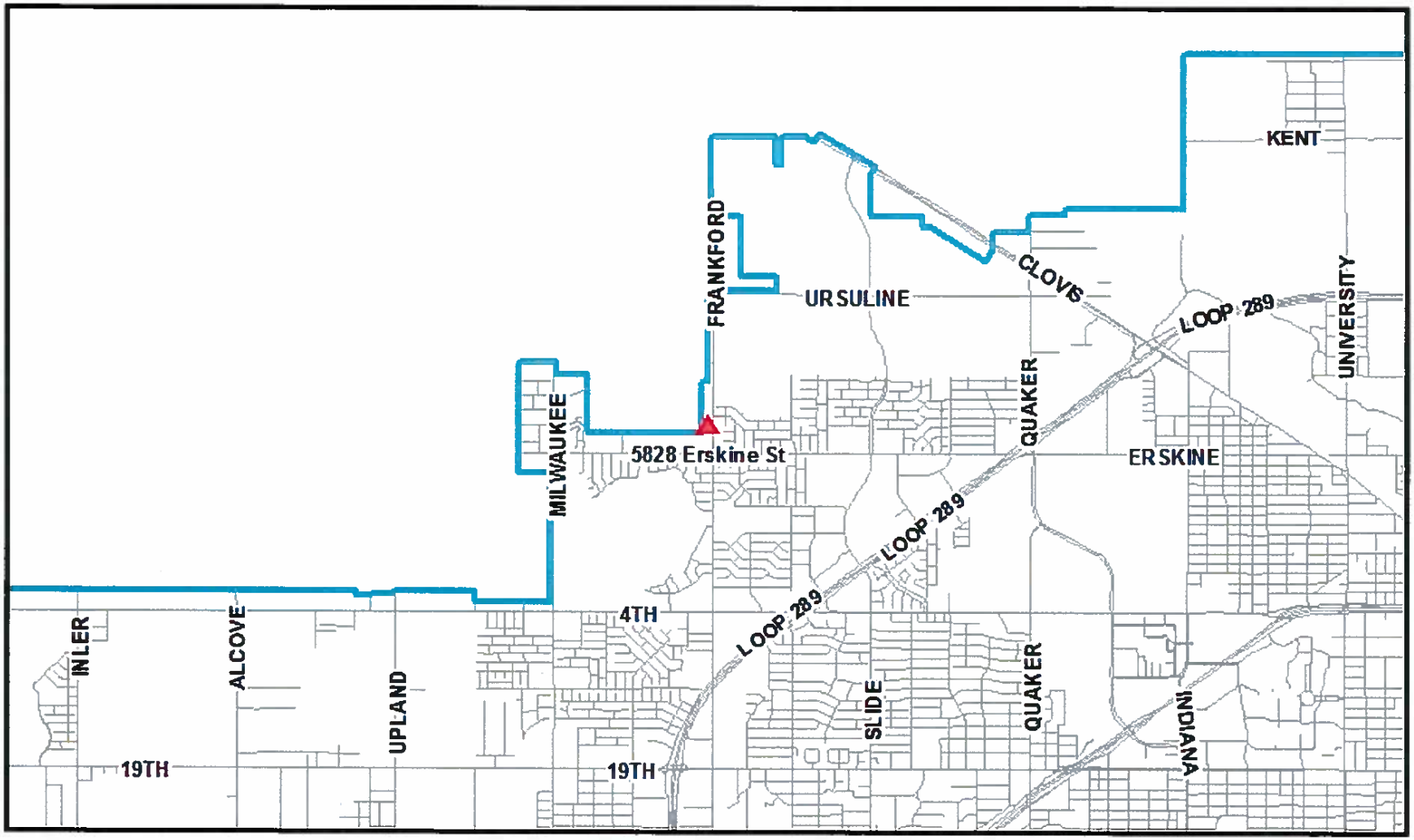
THENCE S. 89°52'40" W. an approximate distance of 355.0 feet to a point for the Southwest corner of this tract;

THENCE North, an approximate distance of 616.3 feet to a point for the Northwest corner of this tract;

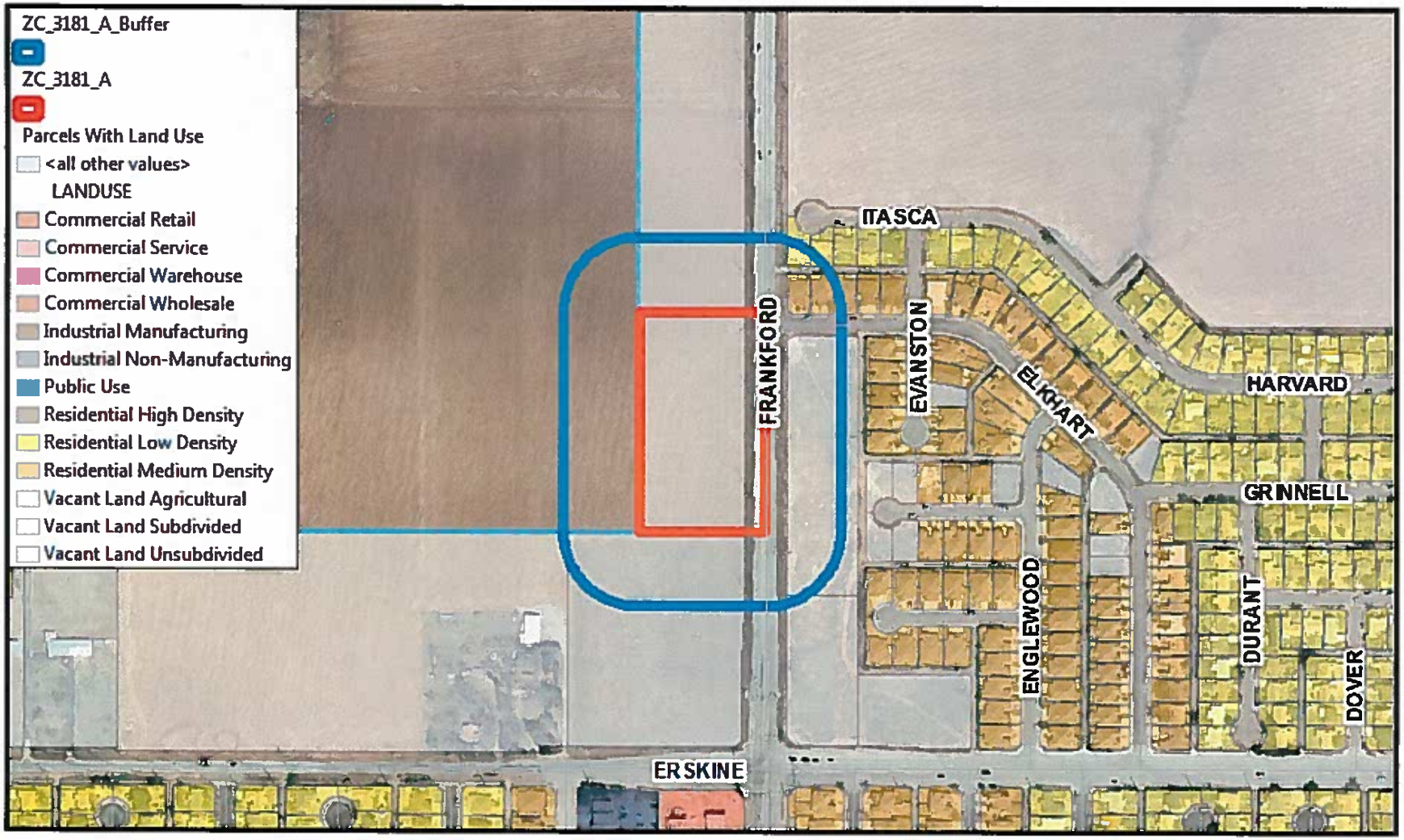
THENCE East, an approximate distance of 355.0 feet to a point in the East line of said Section 7, Block JS for the Northeast corner of this tract;

THENCE South, along the East line of said Section 7, an approximate distance of 615.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

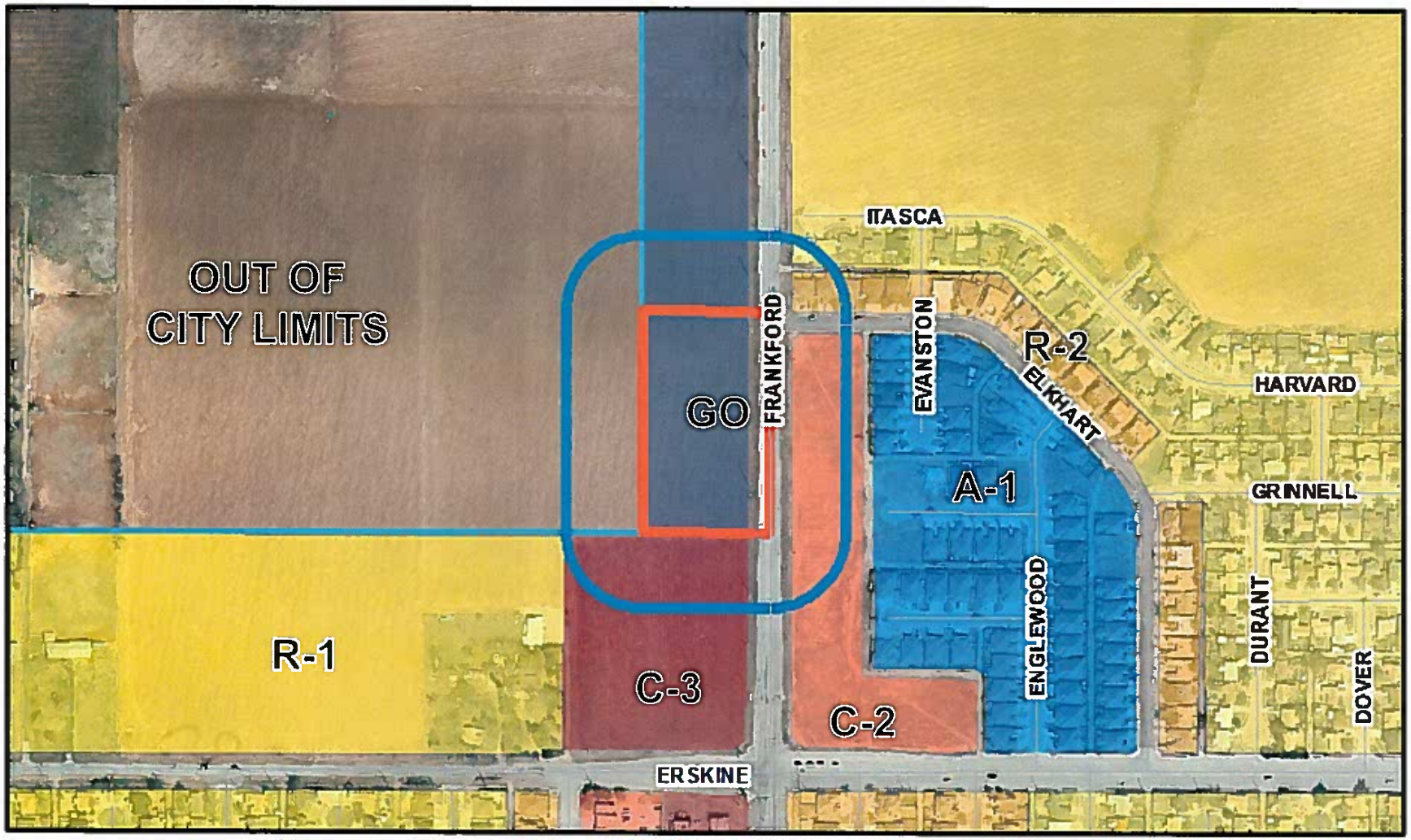


P.Z.C. Case 3181-A



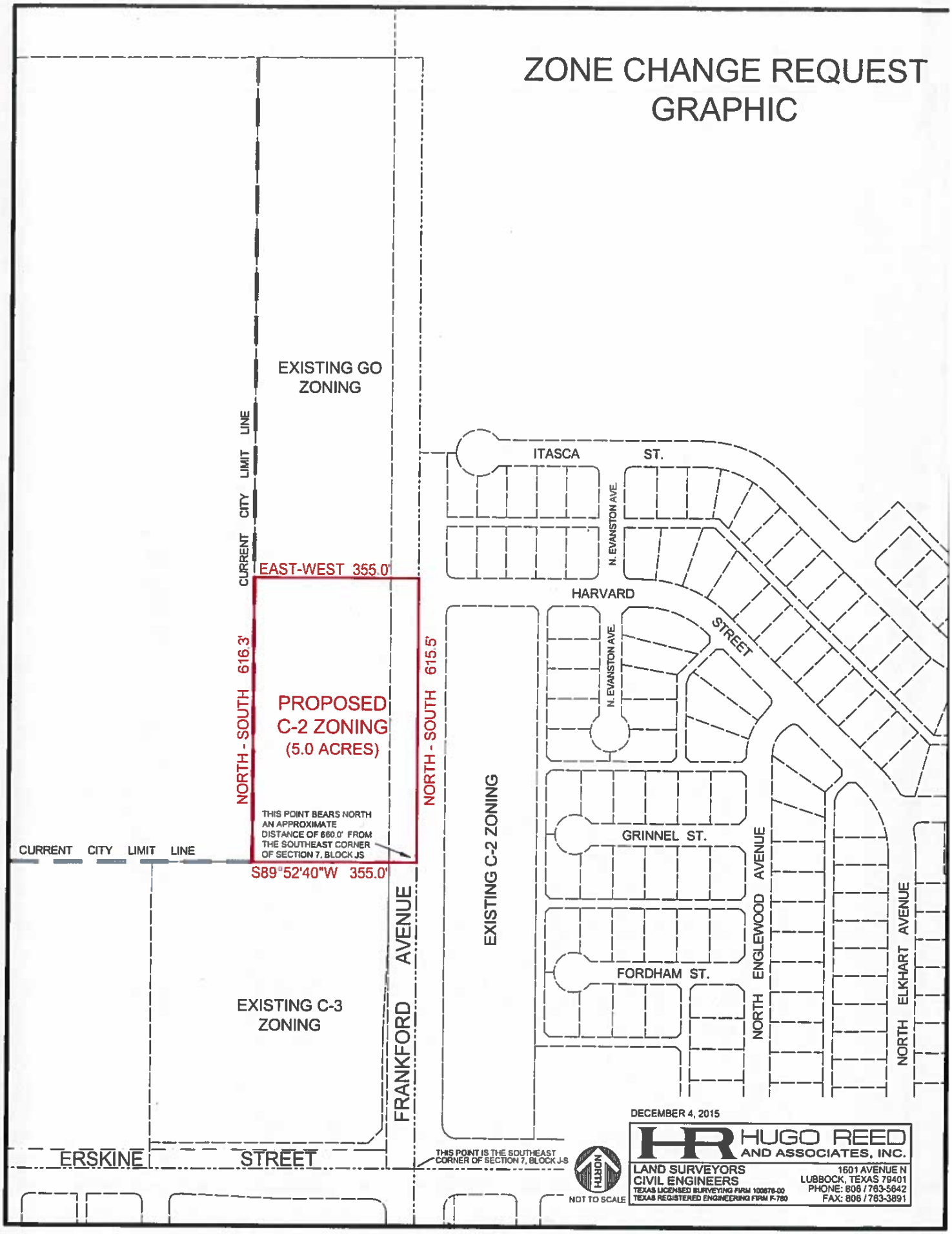
P.Z.C. Case 3181-A

Request of Hugo Reed and Associates, Inc. (for Michael Strickland) for a zoning change from GO to C-2, 5828 Erskine Street



P.Z.C. Case 3181-A Zoning

ZONE CHANGE REQUEST GRAPHIC



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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed C-2 Zoning

METES AND BOUNDS DESCRIPTION of an approximately 5.0 acre tract of land located in Section 7, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East line of Section 7, Block JS, Lubbock County, Texas, for the Southeast corner of this tract which bears North, an approximate distance of 660.0 feet from the Southeast corner of Section 7, Block JS, Lubbock County, Texas;

THENCE S. 89°52'40" W. an approximate distance of 355.0 feet to a point for the Southwest corner of this tract;

THENCE North, an approximate distance of 616.3 feet to a point for the Northwest corner of this tract;

THENCE East, an approximate distance of 355.0 feet to a point in the East line of said Section 7, Block JS for the Northeast corner of this tract;

THENCE South, along the East line of said Section 7, an approximate distance of 615.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

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
Michael Strickland
5828 Erskine Street
Street/Post Office Box
Lubbock, Texas 79416
City State Zip
(806) 785-8000
Telephone

Location or Address: Section 7, Block JS

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO

Acreage or Square Footage of Property: 5.0 Acres

Zoning Requested: C-2

Proposed Development: Unknown

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

December 8, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $487.00 (Michael Strickland # 4781)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

m+B

map 24

Zone Case No.: 3181-A

Agenda No.: _____

Request for zoning change from: GO

To: C-2

5 acres of unplatted land out of block JS Section 7

on Lot(s): —

Block(s): —

Subdivision: —

Address: 5828 Erskine St

KS

6

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.: 3181-A**

In Favor of ____

Opposed X

Reasons and/or Comments:
Negative impact on residential values

RECEIVED
JAN – 4 REC'D
PLANNING DEPARTMENT

Print Name Tim Grimsley for L4 Ventures, LLC
Signature: [signature]
Address: 9801 Topeka Ave.
Address of Property Owned: 5710 Harvard St. Lubbock, TX 79416

3 of 7

Zone Case Number: 3181-A 67151
L4 VENTURES LLC
9801 TOKEKA AVE

LUBBOCK TX 79424

Regular City Council Meeting **6. 15.**

Meeting Date: 01/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2921-A, a request of Hugo Reed and Associates, Inc., for Tim and Cindy Sparkman, for a zoning change from T, C-4, and C-4 Specific Use to C-4 on 18.7 acres of unplatted land out of Block E-2, Section 16, 5202 114th Street, 10901 Slide Road, 11001 Slide Road, and 11109 Slide Road, and consider an ordinance.

Item Summary

General comments:
Amended to zone C-4 Specific Use and C-4 to C-4 zoning district.
Staff supported the original 56.3 acre plan for the zone case creating buffers to the adjacent residential with Garden Office and A-1 Apartment Zoning, but the proponent withdrew the majority of his case and only opted for the clean up of the C-4 area along Slide Road which includes all of the existing nursery.

Adjacent land uses:
North: R-1 and A-2 Zoning – Vacant land
South: 114th Street thoroughfare and residential
East: Residential
West: Slide Road and mini-warehouses.

Comprehensive Land Use Plan:
The commercial portion of the case is consistent with the previously amended comprehensive land use plan as it serves as a clean-up for the existing C-4 zoning of the property. The property is already zoned C-4, except for a sliver of property which bisects the north and south of the existing nursery.

Zoning Policy:
C-4 should be located on the corners of major thoroughfares. This case serves to clean up the existing C-4 specific use on the property, and extend the C-4 zoning to include the boundaries of the existing nursery.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the amended request with no conditions.

On January 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2921-A
Zone Case 2921-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2921-A;** A ZONING CHANGE FROM **T, C-4, AND C-4 SPECIFIC USE** TO **C-4** ZONING DISTRICT ON **18.7 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 16,** 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. 2921-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T, C-4 and C-4 Specific Use** to **C-4** zoning district on **18.7 acres of unplatted land out of Block E-2, Section 16,** City of Lubbock, Lubbock County, Texas, located at **5202 114th Street, 10901 Slide Road, 11001 Slide Road and 11109 Slide Road,** 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:

FOR ANDREW PAXTON
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2921-A
January 7, 2016

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3691
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED C-4 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 18.7 acre tract of land located in Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in West line of Section 16, Block E-2 for the Southwest corner of this tract which bears N. 01°43'25" E. an approximate distance of 611.5 feet from the Southwest corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE N. 01°43'25" E., along the West line of Section 16, Block E-2, an approximate distance of 760.8 feet to a point for the Northwest corner of this tract in the centerline of 110th Street;

THENCE S. 88°14'08" E., along the centerline of 110th Street, an approximate distance of 1071.2 feet to a point for the Northeast corner of this tract;

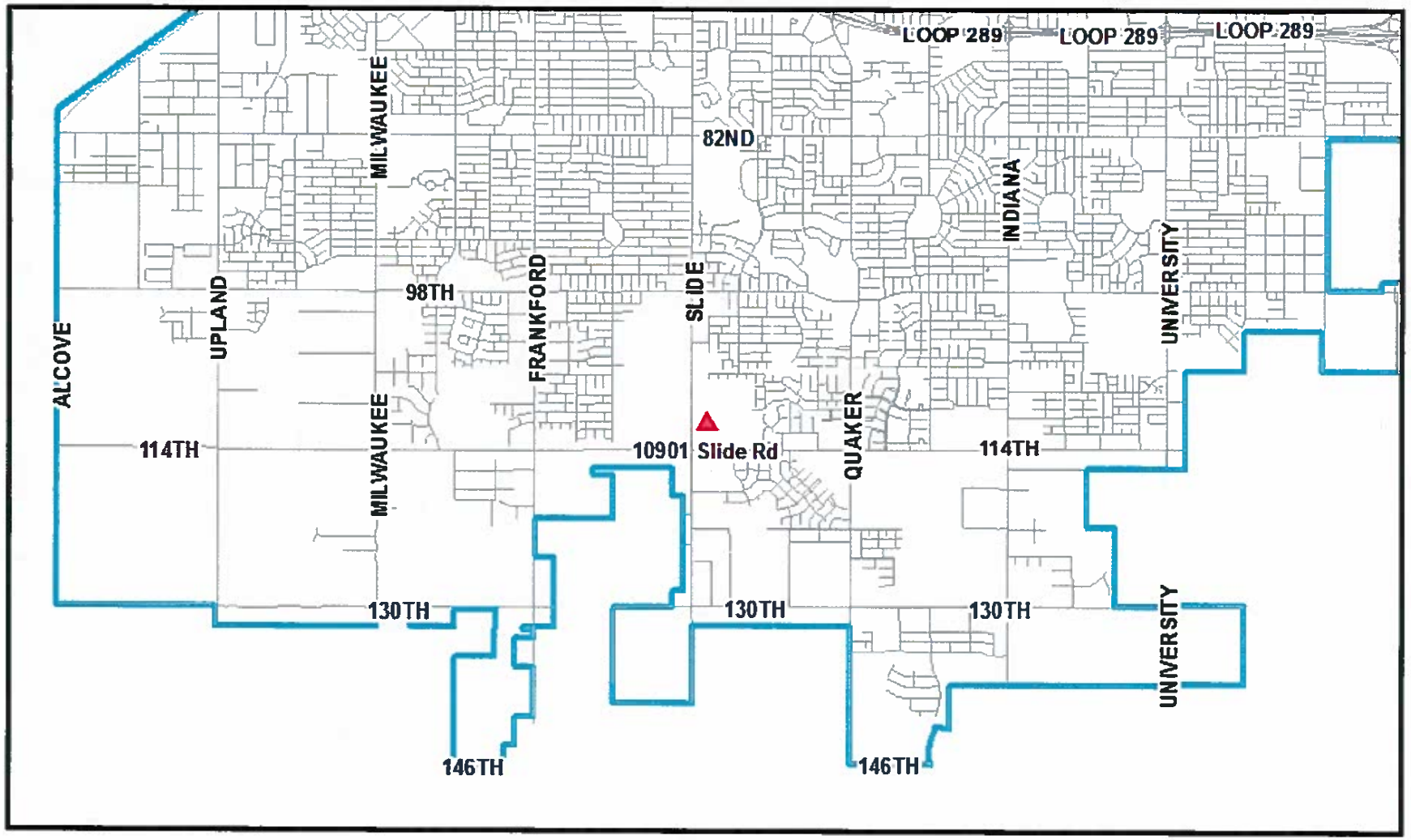
THENCE S. 01°43'25" W. an approximate distance of 760.8 feet to a point for the Southeast corner of this tract;

THENCE N. 88°14'08" W. an approximate distance of 1071.2 feet to the Point of Beginning.

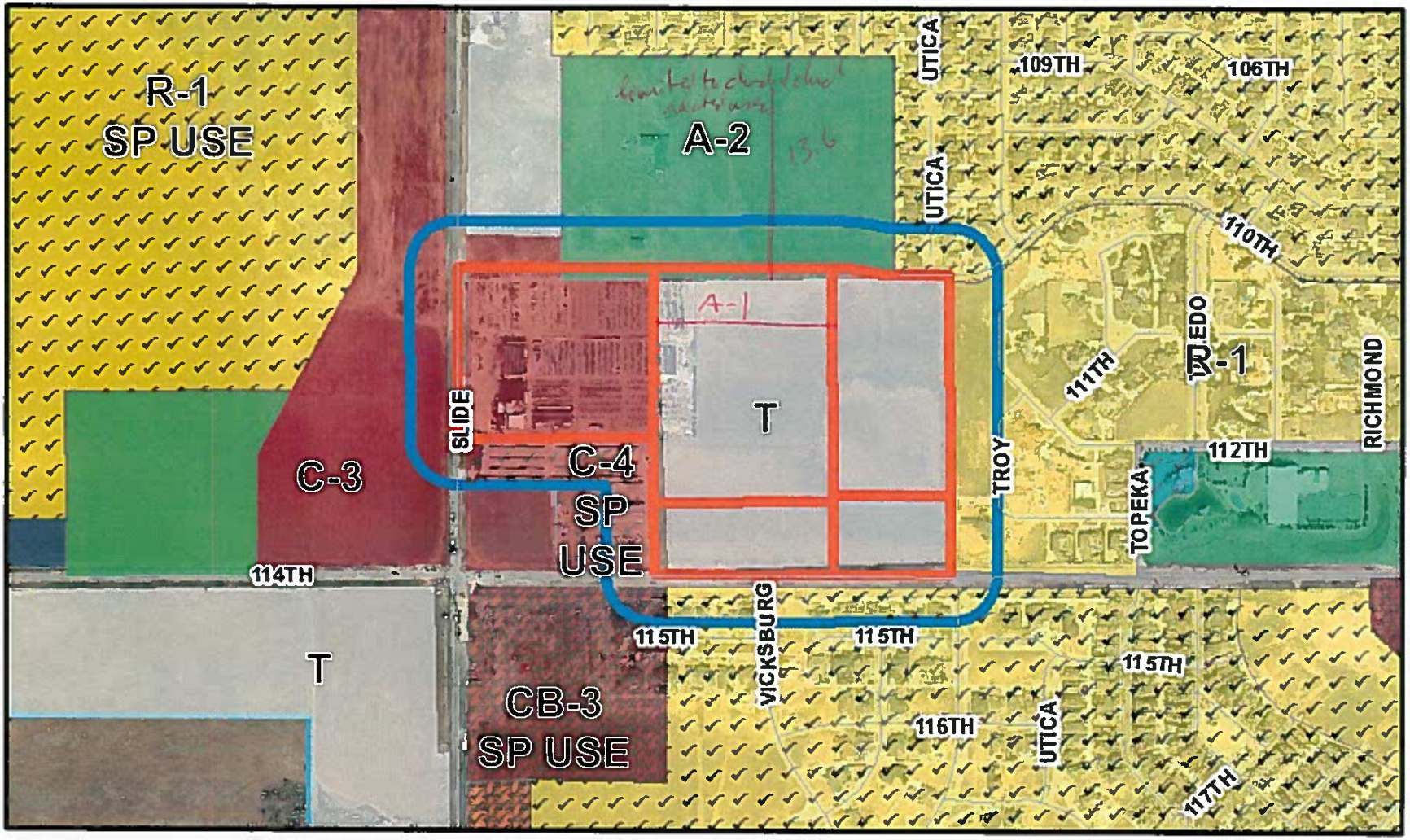
January 7, 2016

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

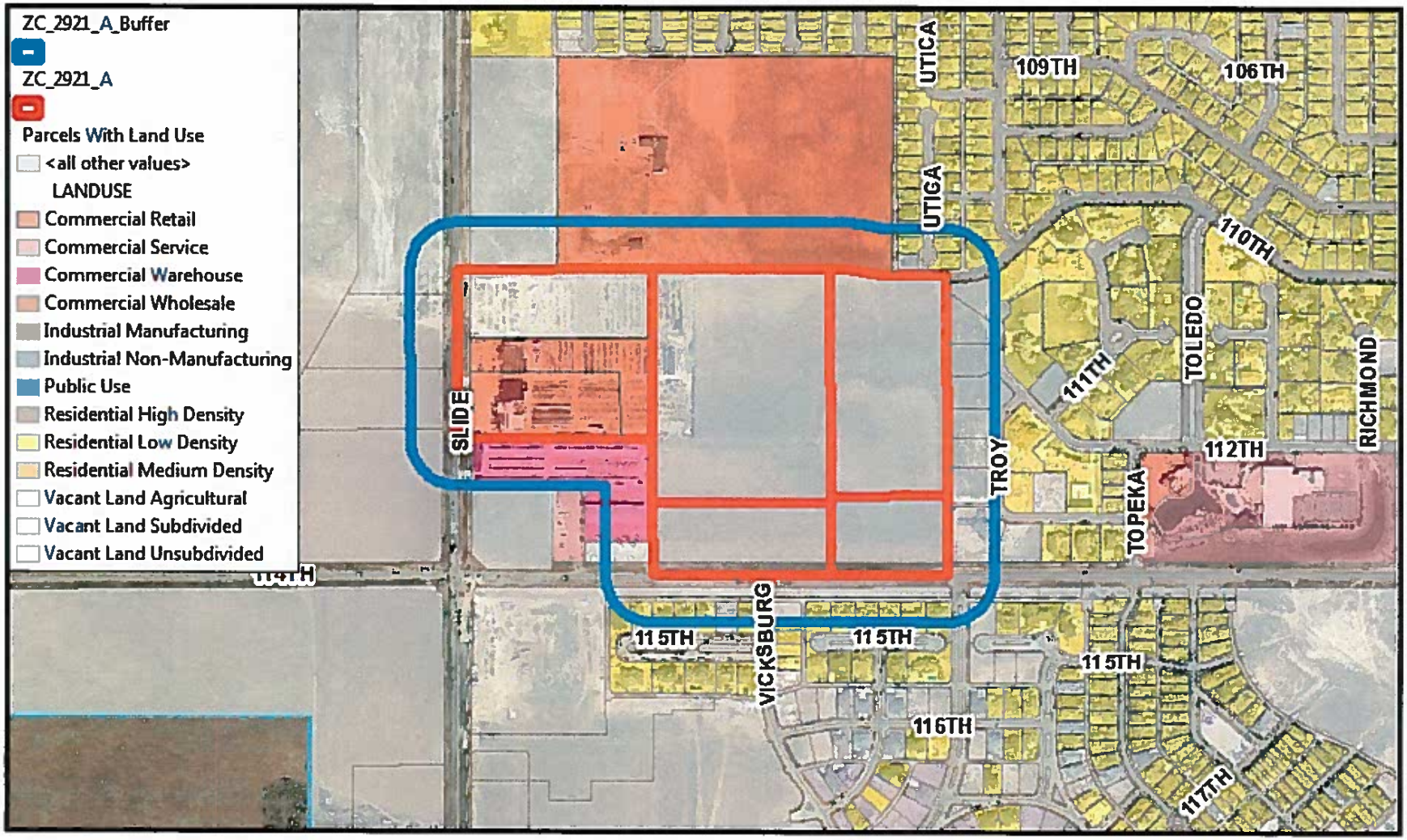
NOT FOR RECORDING



P.Z.C. Case 2921-A

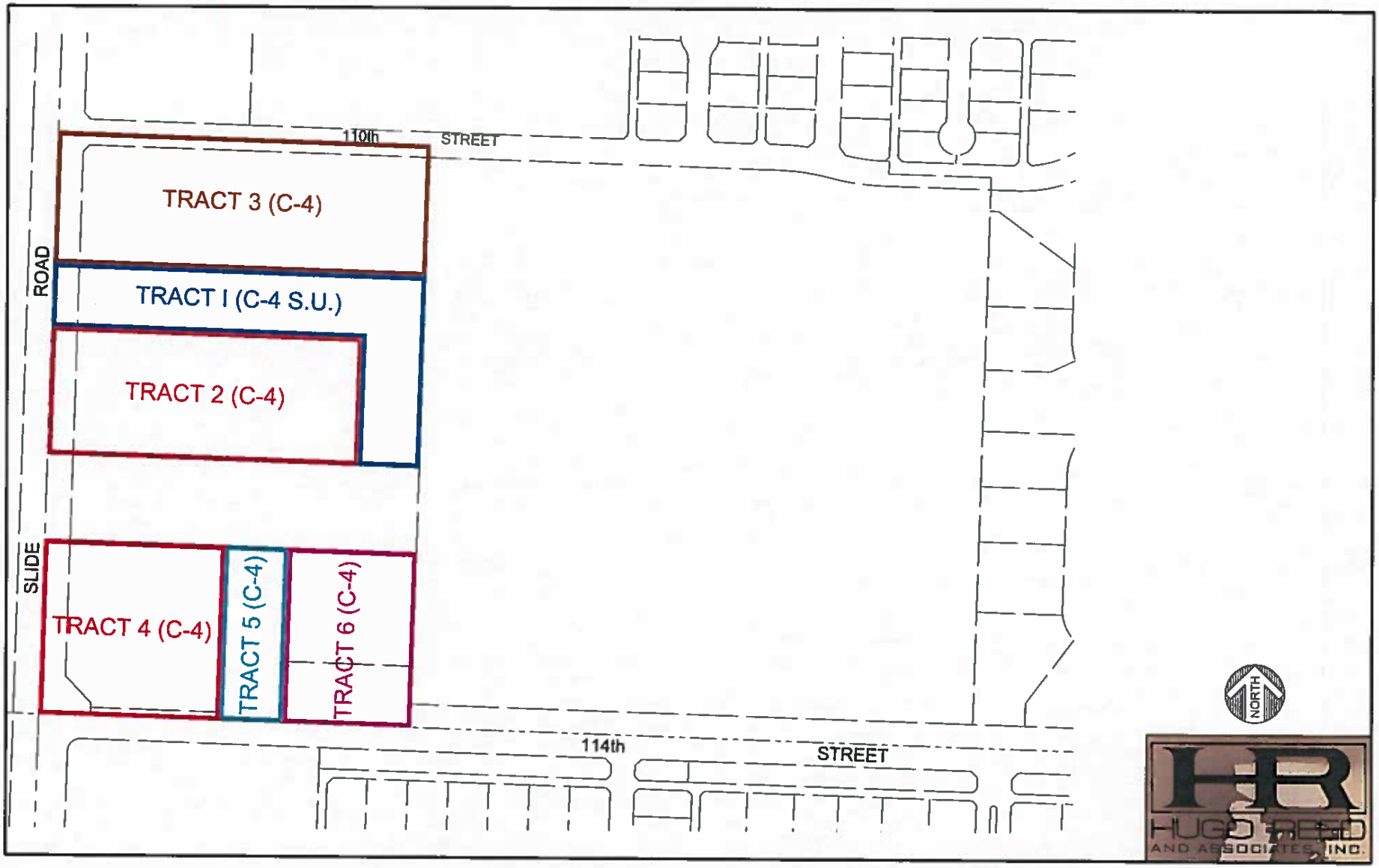


P.Z.C. Case 2921-A Zoning



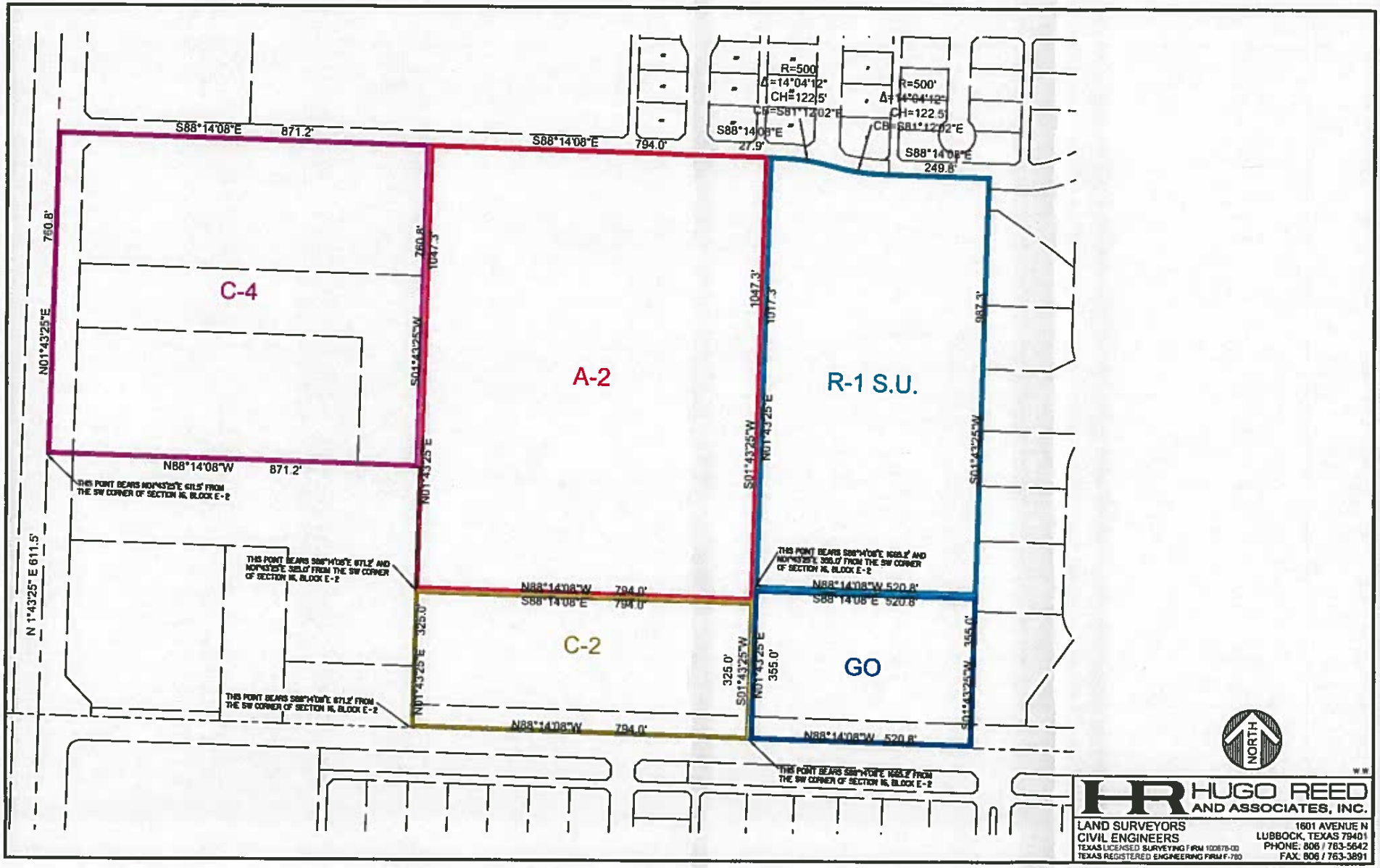
P.Z.C. Case 2921-A

Request of Hugo Reed and Associates, Inc. (for Tim and Cindy Sparkman) for a zoning change from T, C-4, and C-4 Specific Use to C-4, C-2, GO, A-2, and R-1 Specific Use Garden Homes, 5202 114th Street, 10901 Slide Road, 11001 Slide Road, and 11109 Slide Road


110th STREET
TRACT 3 (C-4)
TRACT I (C-4 S.U.)
TRACT 2 (C-4)
ROAD
SLIDE
TRACT 4 (C-4)
TRACT 5 (C-4)
TRACT 6 (C-4)
114th STREET
NORTH
HUGO REED
AND ASSOCIATES, INC.

110th STREET
TRACT 3 (C-4)
TRACT 1 (C-4 S.U.)
TRACT 2 (C-4)
New C-4 Boundary
ROAD
SLIDE
TRACT 4 (C-4)
TRACT 5 (C-4)
TRACT 6 (C-4)
114th STREET
NORTH

NORTH
HUGG & REED
AND ASSOCIATES, INC.
STREET
114th
110th
STREET
C-4
760.8'
S01°43'25"W
107.12'
N88°14'06"W
N01°43'25"E
760.8'
ROAD
SIDE



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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
Tim and Cindy Sparkman
11109 Slide Road
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
(806) 794-3614
Telephone

Location or Address: 110th Street and Slide Road

Legal Description:* Section 16, Block E-2 - See metes and bounds descriptions attached

Existing Land Use: Sparkman's nursery plus vacant land **Existing Zoning:** T, C-4, C-4 Spec.Use.

Acreage or Square Footage of Property: 56.3 acres

Zoning Requested: C-4 with conditions, C-2, GO, A-2, R-1 Specific Use for Garden Homes

Proposed Development: Unspecified mixed uses

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

December 8, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee:
$643 (Sparkman #11057)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+S map 41

Zone Case No.: 2921-A **Agenda No.:** _____

Request for zoning change from: T, C-4, C-4 SP. Use **To:** C-4, C-2, GO, A-2, and R4 SP use Garden home.

56.3 Acres of unplatted land out of block E-2 Section 16

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 5202 114th St 10901 Slide Rd 11001 Slide Rd, and 11109 Slide Rd

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** **2921-A**

RECEIVED
JAN -5
PLANNING DEPARTMENT

In Favor of ___

Opposed X

Reasons and/or Comments:

Multifamily units tend to erode property values for surrounding property owners and if the economy turns south multifamily units lower their standards for renters and tend to become eyesores, further, reducing land/home values for surrounding property owners.

Print Name Joe Rollins

Signature: [signature]

Address: 10920 Utica Ave Lubbock, Tx. 79424

Address of Property Owned: same as above

25 of 30

Zone Case Number: 2921-A 81203
ROLLINS JOE R & ROBBIE L
10920 UTICA AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ~~2921-A~~

RECEIVED
JAN – 3 REC'D
PLANNING DEPARTMENT

In Favor of ___

Opposed X

Reasons and/or Comments:

I am sending this in case I am unable to attend the meeting on Thursday. As an affected property owner, I strongly oppose this zoning change. Having this mixed use (including high density apartments) directly adjacent to the Falls will obviously adversely affect our property values. I respectfully request that this be denied.

Print Name: Lana Shoukfeh

Signature: [signature]

Address: 4706 111th Drive 79424

Address of Property Owned: 11206 Troy, 11208 Troy 79424

2 lots owned

14 of 30

Zone Case Number: 2921-A 82309
L. I. I. A. TRUST
5109 82ND ST
BOX 106

LUBBOCK TX 79424

Jan 05 16 06:46p Advanced Dental Care 806-771-7170 p.1

7

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***2921-A***

RECEIVED
JAN - 5 REC'D
PLANNING DEPARTMENT

In Favor of ____

Opposed X

Reasons and/or Comments:

Please do not grant this zoning change. It directly affects our properties in the Falls. Such a zoning change will directly affect our property values. We own 2 lots directly adjacent to ~~the zoning~~ area in question. We respectfully request that the P and Z commission deny/oppose any such zoning request.

Print Name Lena Kharrat

Signature: [signature]

Address: 11201 Norfolk 79423

Address of Property Owned: 2 Lots in Falls - 11008 Troy 79424
11204 Troy

12 of 30

Zone Case Number: **2921-A** 82307
KHARRAT HOUSSAM & LENA
5109 82ND ST
BOX 106

LUBBOCK TX 79424

Regular City Council Meeting **6. 16.**

Meeting Date: 01/28/2016

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, and three appointments to the Urban Renewal and Neighborhood Redevelopment Commission.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 28, 2016 - REGULAR

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	NORTH OVERTON TIF REINVESTMENT ZONE BOARD	DRISKILL, JACK	3/1/2016	100%		REAPPOINT	Y

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
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/Edcuation 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
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
02/26/2009	McKee	Todd	Male	Anglo				5
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
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

NORTH OVERTON TAX INCREMENT FINANCING REINVESTMENT ZONE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	100.0% (4)
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)
GENDER				
Male	48.5%	47.0%	72.6%	100.0% (4)
Female	51.5%	53.0%	27.4%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	50.0% (2)
District 4	17.0%	16.7%	19.6%	0.0% (0)
District 5	16.7%	17.8%	34.0%	50.0% (2)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Driskill, Jack (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Jack Driskill

City of Lubbock
Board and Commision Recruiting Database

Updated: 12/23/2015

North Overton Tax Increment Finance District

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
08/23/2005	Camp-Romero	William	M	AI	50-59		Retired	4
01/15/2015	Hankson	Charles	M	AA	60+	Retired	Goulds Pump	7
07/08/2013	McKenzie	Robert	M	AA	50-59	President/CEO	Attitude Incorporated	4
11/19/2014	Murfee	Patrick	M	A	60+	real estate appraiser/broker/investor	Murfee and Sons, Inc.	3
06/01/2010	Owen	Burley	M	A	60+	Equipment Repair	Burley Owen	3
01/15/2015	Peel	Michael	M	A	40-49	Sales	Benchmark	7
Second Preference								
Third Preference								
03/11/2013	Caffey	Ron	M	A	40-49	Owner	Comet Cleaners	5
	Gonzales	Armando	M	H	50-59			2
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
01/01/2007	Lewis	Sheri	F	A	40-49	Associate Director	TTU Student Media	4
Fourth Preference								
02/25/2010	Jones	Tommy	M	A	50-59	Sales	Firetrol Protection Systems	3
Fifith Preference								
Sixth Preference								

Committee # 35 North Overton Tax Increment Finance District — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Chair			*McWhorter, Cobb & Johnson*	*Curr:*	03/01/2014-03/01/2016	*Y*
Member	Y	*4909 93rd St*	*1722 Broadway*	*2nd:*	03/01/2012-03/01/2014	
Driskill		*Lubbock, TX 79424*	*Lubbock, TX 79401*	*1st:*	03/01/2010-03/01/2012	
Mr. Jack						
Email: jdriskill@mcjllp.com	Y	*8067945207*	*8067620214*	*Fax:*	*8067628014*	
			jdriskill@mcjllp.com			
Member			*Overton Hotel*	*Curr:*	03/01/2015-03/01/2017	*Y*
Member	Y	*5713 76th*	*2322 Mac Davis Ln.*	*2nd:*	01/08/2015-03/01/2015	
Metcalf		*Lubbock, TX 79424*	*Lubbock, TX 79401*	*1st:*		
Mr. Kurt						
Email: kurtmetcalf@overtonhotel.com	N	*(806) 319-3449*	*(806) 776-7011*	*Fax:*	*(806) 776-7003*	
			kurtmetcalf@overtonhotel.com			
Member			*Murfee and Sons, Inc.*	*Curr:*	03/01/2015-03/01/2017	*Y*
Member	Y	*3113 28th Street*	*P.O. Box 10313 (1919 Ave Q)*	*2nd:*	03/01/2012-03/01/2014	
Murfee		*Lubbock, TX 79410*	*Lubbock, TX 79408*	*1st:*	03/01/2010-03/01/2012	
Mr. Patrick						
Email: patrickmurfee@gmail.com	Y	*8067915905*	*(806) 765-8015*	*Fax:*		
			patrickmurfee@gmail.com			
Member			*H.G. Thrash Clothing*	*Curr:*	03/01/2015-03/01/2017	*Y*
Member	Y	*3001 24th Street*	*2010 Broadway*	*2nd:*	03/01/2013-03/01/2015	
Thrash		*Lubbock, TX 79410*	*Lubbock, TX 79410*	*1st:*	03/01/2011-03/01/2013	
Mr. Howard						
Email: howard@hgthrash.com	Y	*8067926998*	*8067410303*	*Fax:*	*8067444271*	
			howard@hgthrash.com			

City of
Lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.