

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, April 14, 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.-1.3.3.

5:15 p.m. -- City Council reconvenes in open session in the City Council Chambers to consider items 2.-6.12.

1. Executive Session

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.
 1. 1. 1. Report by the Lubbock Economic Development Alliance.
 1. 2. 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. 2. 1. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234
 1. 2. 2. Briefing on provisions of Chapter 28 of the City of Lubbock Code of Ordinances.
 1. 2. 3. Discuss Chapter 43 and Section 212.172 of the Texas Local Government Code in regard to annexation.

1. 2. 4. No. 3094-2013- In the Municipal Court of the City of Lubbock, Texas - *City of Lubbock v. 1913 Baylor Avenue.*

1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Reverend Neil Vanderbush, Christ Lutheran Church

2. 2. Pledges of Allegiance

2. 3. **Board Recognitions:**

Board of Health:

Tyler Bradstreet
Calvin Clark

Keep Lubbock Beautiful Committee:

Bretton Villarreal

North and East Lubbock Community Development Corporation Board of Directors:

Matt Stephens

Urban Design and Historic Preservation Commission:

Jim Dulin
Virginia Hatfield

Veterans Advisory Committee:

Robert Musselman

Zoning Board of Adjustment:

Jordan McKay

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. February 16, 2016 Special City Council Meeting - Electric Utility Board
March 8, 2016 Special City Council Meeting
March 10, 2016 Regular City Council Meeting
March 21, 2016 Special City Council Meeting

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

- 5. 1. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2016-00042 abandoning and closing a two-foot wide underground street light cable easement on Lot 55, The Estates at Vintage, an addition to the City of Lubbock, Lubbock County, Texas located at 4808 120th Street.

- 5. 2. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2016-00043 abandoning and closing a five-foot underground utility easement located in Lot 5, Lewis Estates an addition to the City of Lubbock, Lubbock County, Texas located at 5227 21st Street.

- 5. 3. **Ordinance Budget Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 19 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) capital program to amend Capital Improvement Project (CIP) 92141, Substation Relay Upgrade; CIP 92273, Substation Land Acquisition; CIP 92320, Substation Breaker Replacements; CIP 92330, 69kV Transmission Line Reconductoring; CIP 92383, Mobile Substation; CIP 92403, 69kV Line Rebuild – Thompson to Vicksburg; CIP 92404 115kV Line Construction – Northwest to Mackenzie; CIP 92405, 69kV Line Rebuild – Chalker to Thompson; CIP 92406, 69kV Line Rebuild – Chalker to Oliver; CIP 92407, Southeast Substation Autotransformer; CIP 92408, 69kV Capacitor Upgrade – Vicksburg; CIP 92409 69kV Capacitor Upgrade – Chalker; CIP 92410, 69kV Capacitor Upgrade – Slaton; CIP 92413, Massengale Station – Medium Term; providing for filing; and providing for a savings clause.

- 5. 4. **Ordinance Budget Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 20 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

- 5. 5. **Resolution - Accounting:** Consider a resolution authorizing the Mayor to execute a professional services contract with BKD, LLP., for the audit of financial statements for the fiscal year ending September 30, 2016.

5. 6. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of an underground water line easement located in Section 5, Block E-2, Lubbock County, Texas.
5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a parking lot lease renewal with Texas Tech University, for the use of a City parking lot located at 801 Avenue K.
5. 8. **Ordinance 1st Reading - Stormwater Engineering:** Ordinance amending Chapter 22, Stormwater Regulations, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding enforcement.
5. 9. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10015998 with Dell Marketing LP., for rugged tablets and mounting hardware for the Lubbock Police Department Fleet purchase.
5. 10. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12742 with Bug Tech for pest control services for various City facilities, ITB 16-12742-KK.
5. 11. **Resolution - Health:** Consider a resolution authorizing the Mayor to execute a contract 12796 for a Consulting Laboratory Director and Clinical Consultant, and any associated documents with the Texas Tech University Health Sciences Center (TTUHSC).
5. 12. **Resolution - Health:** Consider a resolution authorizing the Mayor to execute contract 12825 for a physician to provide early and periodic screening, diagnosis and treatment of sexually transmitted diseases (STD), and any associated documents, with the Texas Tech University Health Sciences Center (TTUHSC).
5. 13. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Amendment 1 to the License Agreement between the City of Lubbock and Civic Lubbock, Inc., with regard to the distribution of Hotel Occupancy Tax funds for acquiring and maintaining public art located on public property.
5. 14. **Resolution - Animal Services:** Consider a resolution authorizing the Mayor to execute contract 12688 with Kleen-Tech Services Corporation to provide kennel cleaning services at the City of Lubbock Animal Shelter, RFP 16-12688-DGB.
5. 15. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute contract 12710 for automotive filters with Texas Enterprises, Inc. dba United Oil & Grease, ITB 16-12710-SS.
5. 16. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an allocation of additional funds and extend contract 12434 and all related documents with City of Lubbock and Lutheran Social Services (LSSS) of the South for the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) to provide utility assistance to low-income families and individuals.
5. 17. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation Child Exploitation Task Force (CETF), and related documents.

5. 18. **Resolution - Councilman Jeff Griffith:** Consider a resolution extending the reporting deadline of the Emergency Medical Service Advisory Committee.

6. **Regular Agenda**

6. 1. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0045 Zone Case 3280, a request of Jess Lovi, Jr., for a zoning change from R-1 to M-1 on Lot 26, James Sub Addition, 1303 East 52nd Street.

6. 2. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0046 Zone Case 2871-D, a request of Stellar Development Company for a zoning change from C-3 to A-2 on 4.773 acres of unplatted land out of Block AK, Section 28, 5902 98th Street.

6. 3. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0047 for Zone Case 3281, a request of Alliance Realty Services, for Yates II by LC, for a zoning change from T, C-2A, and C-3 to IHC on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, Southeast corner of 19th Street and West Loop 289.

6. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0048 for Zone Case 2543-F, a request of Linda Wall for a zoning change from R-1 Specific Use to AM on Lot 30, Colonial Heights, 2002 98th Street.

6. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0049 Zone Case 3058-A, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use on 92.3 acres of unplatted land out of Block AK, Sections 35 and 38, 6515, 6517, and 6801 50th Street.

6. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0050 for Zone Case 2995-S, a request of Jake R. Seideman, for C & G Ventures, LP, for a zoning change from T and C-3 to C-3 and M-1 Specific Use on 1.397 acres of unplatted land out of Block AK, Section 30, 7906 Milwaukee Avenue.

6. 7. **Ordinance - 1st Reading - Planning:** Consider an ordinance annexing 338.349 acres adjacent to the City limits located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, in Lubbock County, Texas; generally located south of CR 5800, east of Avenue P, north of CR 5900, and west of the current City limits running along Ash Avenue; adopting a service plan and establishing an effective date.

6. 8. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute agreements in lieu of annexation pursuant to Section 212.127 of the Texas Local Government Code or Section 43.035 of the Texas Local Government Code, as applicable, with each eligible property owner located in the area of a proposed annexation containing approximately 2,393 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern City limits to approximately 660 feet south of CR 7500; said authorization to be effective only upon the affirmative vote of the City Council to annex an area that

contains the property subject to an agreement in lieu of annexation.

6. 9. **Ordinance - 1st Reading - Planning:** Consider an ordinance annexing 2,393 acres adjacent to the city limits located generally between an area described as one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern City limits to approximately 660 feet south of CR 7500; adopting a service plan and establishing an effective date.
6. 10. **Ordinance Amendment 2nd Reading - Accounting:** Consider Ordinance 2016-00044 amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding sales tax.
6. 11. **Ordinance 1st Reading - Mayor Glen Robertson:** Consider an ordinance amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the exemption of residential use of gas and electricity from sales and use tax.
6. 12. Discuss and hear a presentation from the Model Codes & Construction Advisory Board concerning proposed revisions to the Commercial Codes, including the International Building Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code; and proposed revisions to the International Residential Code.

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 16, 2016
1:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 16th of February, 2016, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 1:00 p.m.

1:03 P.M. CITY COUNCIL CONVENED

**Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room,
Lubbock, Texas**

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

Absent: Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Floyd Price

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

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

- *1.1 and Executive Session*
- *No quorum, of the City Council, was present for all other items.*

1. MINUTES

- 1. 1.** The Board will approve the minutes from the Regular Electric Utility Board Meeting on January 19, 2016.

Motion by Jane Henry, seconded by Jerry Bell to approve the minutes of the January 19, 2016 Regular Electric Utility Board meeting.

Vote: 5 - 0 Motion carried by the Board

James Conwright (ABSENT)

Stephanie Hill (ABSENT)

Clayton Isom (ABSENT)

James Tucker (ABSENT)

James Conwright, Stephanie Hill, and Clayton Isom, Electric Utility Board members, arrived in Executive Session.

2. **EXECUTIVE SESSION**

The meeting was called into a closed session at 1:05 p.m. under the provisions of Section 551, Texas Government Code.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
2. 1. 1. Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.
2. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (Purchase Power Agreements; West Texas Municipal Power Agency).
3. **PUBLIC COMMENT** - This period, of up to thirty minutes, is dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

***This item was deleted.**

3. 1. Frank W. Morrison will speak to the Electric Utility Board and the City Council concerning charitable giving of LP&L, and specifically, as such charitable giving pertains to electric service.

***This item was deleted.**

4. **REGULAR AGENDA**

4. 1. Discuss and the Board will take action regarding a resolution accepting the Lubbock Power & Light Annual Financial Report for fiscal year ended September 30, 2015.

***This item was deleted.**

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

***This item was deleted.**

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

***This item was deleted.**

4. 4. Report by Board Member Boatman regarding proposed Tres Amigas transmission project and other completed and proposed transmission projects in west Texas and eastern New Mexico.

***This item was deleted.**

4. 5. The Board will consider a resolution approving, and requesting the City Council to amend, the FY2015-16 Capital Program, to amend Capital Improvement Projects (“CIPs”) (i) 92373, Dispatch Control Room Upgrade/Remodel; (ii) New CIP, Transmission & Distribution (T&D) Center Renovations; (iii) 92402, Chalker Capacity Upgrade; (iv) 92319, Transmission Loop; and (v) New CIP, Line Extension for Large Commercial Customer.

***This item was deleted.**

5. CONSENT AGENDA

5. 1. The Board will consider a resolution authorizing the Director of Electric Utilities to execute a letter agreement, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Hillco Partners, regarding Texas state regulatory and legislative services, related to LP&L’s integration into the Electric Reliability Council of Texas (“ERCOT”) regional transmission organization.

***This item was deleted.**

5. 2. The Board will consider a resolution authorizing the Director of Electric Utilities to execute an engagement letter, by and between the City of Lubbock, acting by and through Lubbock Power & Light, and Lloyd Gosselink Rochelle & Townsend, P.C., related to LP&L’s integration into the ERCOT regional transmission organization.

***This item was deleted.**

2:08 P.M. CITY COUNCIL ADJOURNED

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

The February 16, 2016 Special City Council Meeting minutes were approved by the City Council on the 14th day of April, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

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

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 8, 2016
10:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 8th of March, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

**10:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas**

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

Note: Mayor Glen C. Robertson left the meeting at 11:55 a.m.

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

- *1.2 and 1.1*

1. Regular Agenda

- 1.1. Public Hearing 10.00 a.m. - Planning:** Conduct a public hearing pursuant to Chapter 43 of the Texas Local Government Code for an annexation of approximately 300 acres adjacent to the city limits south of CR 5800, east of Avenue P, north of CR 5900, and west of the current city limits running along Ash Avenue, and to review the proposed service plan for the annexed area.

Andrew Paxton, Director of Planning; Wood Franklin, Director of Public Works; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Mayor Pro Tem Jim Gerlt opened the public hearing at 12:05 p.m.

David Riley; Cindy Riley; and Bill Purdom appeared to speak in opposition.

No one appeared to speak in favor.

Mayor Pro Tem Jim Gerlt closed the public hearing at 12:43 p.m.

1. 2. **Public Hearing 10:00 a.m. - Planning:** Conduct a public hearing pursuant to Chapter 43 of the Texas Local Government Code for an annexation of approximately 2,394 acres adjacent to the city limits, an area between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500, and to review the proposed service plan for the annexed area.

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

Lance Phelps, Fire Chief; Greg Stevens, Chief of Police; James Loomis, City Manager; Chad Weaver, City Attorney; and Wood Franklin, Director of Public Works, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 10:31 a.m.

Robert Henry; Tommy Jones; Benny Gray; Donny Tucker; Wayne Bonner; Smitty Schmidt; Jim Stewart; Beverly Ellis; Mel Abbe; Paul Tabor; and Dale McCrum appeared to speak in opposition.

Terry Holeman, with Hugo Reed and Associates, Inc.; Michael Postar; Robert Snyder, with Town Square Media; and Robert Myers, President of Myers Development Corporation, appeared to speak in favor.

Mayor Pro Tem Jim Gerlt closed the public hearing at 12:04 p.m.

12:43 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Jim Gerlt adjourned the meeting.

The March 8, 2016 Special City Council Meeting minutes were approved by the City Council on the 14th day of April, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 10, 2016
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 10th of March, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

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

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

Note: Council Member Karen Gibson was present for Executive Session only.

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

- *Executive Session; 2.1-2.4; Citizen Comments 3.1; Citizen Comments (Sign-ups) 3.2; 6.2; 4.1; 5.1; 5.3-5.13; 5.15-5.19; 5.2; 5.14; 6.1; 6.3-6.6; 6.8-6.11; 6.7; and 6.12.*

1. Executive Session

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

1. 1. Hold an executive session in accordance with 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. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
 1. 2. 1. City Attorney
 1. 2. 2. City Manager
 1. 2. 3. City Secretary

2. Proclamations and Presentations

2. 1. Invocation by Dr. Bracken Christian, Harvest Church

Dr. Bracken Christian was unable to appear. Mayor Pro Tem Jim Gerlt led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a Special Recognition dedicating the year 2016 as the Colon Cancer Prevention and Awareness Campaign.

Mayor Glen C. Robertson presented a special recognition dedicating the year 2016 as the Colon Cancer Prevention and Awareness Campaign. Dr. Davor Vugrin, Hematologist with University Medical Center; Dr. Theresa Byrd, with ACCION for Rural West Texas; Melissa Carlton, with the American Cancer Society; and several others appeared to accept the recognition.

2. 4. Presentation by Lubbock Apartment Association of donation proceeds of the 2016 State of the City Address. The Mayor has designated High Point Village as the recipient of this year's proceeds.

Mayor Glen Robertson along with , Carol Mize, member of the Board of Directors of the Lubbock Apartment Association, presented a \$5,000 check on behalf of the Lubbock Apartment Association to High Point Village from proceeds of the Mayor's State of the City Address. Bradley Miller, Villager at High Point Village; and Becky Critz, Executive Director of High Point Village, gave thanks to the Mayor, the Lubbock Apartment Association, and the community for their support.

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

3. 1. Gordon Harris will appear before the City Council to discuss economic development in east Lubbock.

Gordon Harris appeared before the City Council to speak about economic development in east Lubbock.

3. 2. Sign-ups:

- Dr. Daniel Kinsey appeared before the City Council to speak about economic development in east Lubbock. (Item 3.1)

4. **Minutes**

4. 1. January 19, 2016 Special City Council Meeting (Electric Utility Board)

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve the January 19, 2016 Special City Council Meeting (Electric Utility Board) minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve items 5.1; 5.3-5.13; and 5.15-5.19.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0026, Amendment 16, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92255, Bailey County Wellfield Supply Line/Pumping System; CIP 91038, Sewer Line Replacement; CIP 92390, Cell 5 Development; CIP 92371, Runway 17R/35L Construction Phase III; and CIP 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0041, Amendment 17, amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; establish CIP 92428, T&D Center Renovations; amend CIP 92319, Transmission Loop; amend CIP 92402, Chalker Capacity Upgrade; establish CIP 92429, Line Extension for Large Commercial Customer; providing for filing; and providing for a savings clause.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0041.

Vote: 5 - 0 Motion carried

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

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0039, Amendment 18, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Accounting:** Resolution No. 2016-R0088 amending Wells Fargo Merchant Card Services Agreement Contract 10949, to address corrected fees and category codes.

5. 5. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2016-O0027 abandoning and closing the west 33.5 feet of an underground utility easement located in Lot 138, Gordon Heights Addition, Lubbock County, Texas, easement located at 4602 50th Street.
5. 6. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2016-O0028 abandoning and closing a 10-foot wide underground utility easement granted to Lubbock Power and Light within Tract “A”, Lubbock Walmart 5702 Addition, to the City of Lubbock, Lubbock County, Texas.
5. 7. **Resolution - Right-of-Way:** Resolution No. 2016-R0089 authorizing the Mayor to execute a deed without warranty in favor of McDougal Land Company LC, for two 50x50 parcels of land located in Block 63, Lots 8 and 9, Overton Addition, Lubbock County, Texas located at 2109 4th Street.
5. 8. **Resolution - Right-of-Way:** Resolution No. 2016-R0090 authorizing the Mayor to execute a Street-Use-License Agreement Renewal to Southwestern Bell Telephone Company, for an additional twenty years the right, privilege, and license to use a portion of a dedicated street to maintain an overhang on second floor line into street, located on 1405 Main Street.
5. 9. **Resolution - Right-Of-Way:** Resolution No. 2016-R0091 authorizing the Mayor to execute a deed without warranty in favor of CCP Investments LLC, for the sale of real estate located at 2420 3rd Street, ITB 16-12659-MA.
5. 10. **Resolution – Public Works Engineering:** Resolution No. 2016-R0092 authorizing the Mayor to execute contract 12670 with Utility Contractors of America, Inc. of Lubbock, TX, for the construction of Pump Station 16 and storage tank, RFP 16-12670-TF.
5. 11. **Resolution – Public Works Engineering:** Resolution No. 2016-R0093 authorizing the Mayor to execute professional services contract 12762 with Freese and Nichols, Inc., (FNI) for providing construction representative services and engineer of record services for Pump Station 16 and storage tank.
5. 12. **Resolution - Water Resources:** Resolution No. 2016-R0094 authorizing the Mayor to execute Amendment 7 to contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services related to groundwater remediation at City-owned land application sites.
5. 13. **Resolution - Fleet Services:** Resolution No. 2016-R0095 authorizing the Mayor to execute purchase order contract 31026563 with Gene Messer Chevrolet of Lubbock, Texas, for three mid-size SUVs for Water Department, ITB 16-12692-SS.
5. 14. **Resolution - Parks and Recreation:** Resolution No. 2016-R0099 authorizing the Mayor to execute contract 12673 and all related documents for meal services for senior citizen centers with BCS Catering, RFP 16-12673-SS.

Bridget Faulkenberry, Director of Parks and Recreation, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2016-R0099.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

5. 15. **Resolution - Civic Center:** Resolution No. 2016-R0096 authorizing the City Council to reject all proposals for the Lubbock Civic Center HVAC Controls, RFP 16-12656-JM.
5. 16. **Resolution - Radio Shop:** Resolution No. 2016-R0097 authorizing the Mayor to execute contract 12706 with Dailey-Wells Communications, Inc., for a two-way radio system upgrade.
5. 17. **Resolution - Citibus:** Resolution No. 2016-R0098 authorizing the Mayor to execute contract 11548 with Chapman Harvey Architects, Inc., for architectural engineering services for renovation projects at the Citibus administration and maintenance facility, RFQ 14-11548-DG.
5. 18. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2016-O0029 amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to amending voting precinct boundaries; creating additional and new voting precincts; providing a savings clause; and providing for publication.
5. 19. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2016-O0040 declaring the unopposed candidate in the May 7, 2016, General City Election to fill a vacancy in City Council District 6 to be elected to office; canceling the Election; providing a savings clause; and providing an effective date.
6. **Regular Agenda**
 6. 1. **Second Public Hearing 5:30 p.m. - Planning:** Conduct a public hearing pursuant to Chapter 43 of the Texas Local Government Code for an annexation of approximately 300 acres adjacent to the city limits south of CR 5800, east of Avenue P, north of CR 5900, and west of the current city limits running along Ash Avenue, and review the proposed service plan for the annexed area.

Public Hearing Only.

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

Mayor Pro Tem Jim Gerlt opened the public hearing at 8:42 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 8:43 p.m.

Other: Mayor Glen C. Robertson (RECUSE)

- 6. 2. Second Public Hearing 5:30 p.m. - Planning:** Conduct a public hearing pursuant to Chapter 43 of the Texas Local Government Code for an annexation of approximately 2,394 acres adjacent to the city limits, an area between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500, and to review the proposed service plan for the annexed area.

Public Hearing Only.

Andrew Paxton, Director of Planning; Chad Weaver, City Attorney; James Loomis, City Manager; Wood Franklin, Director of Public Works; and Greg Stevens, Chief of Police, gave comments and answered questions from City Council.

Mayor Glen C. Robertson opened the public hearing at 5:48 p.m.

Bobby Stargel; Melissa Crawford; Tommy Jones; Robert Henry; Peggy Smith; Leslie Beaty; Anna Henry; Benny Gray; Dorothy Price; James Rhodes; Andra Sanders; Mitch Hudson; Kaylynn Curry; and Judy Gray appeared to speak in opposition.

Dr. John Key; Terry Holeman, with Hugo Reed and Associates, Inc.; and Thomas Payne appeared to speak in favor.

Mayor Glen C. Robertson closed the public hearing at 8:30 p.m.

- 6. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-00030 amending the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a body piercing studio in Section 40.01.003; including a body piercing studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-00030.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-00037 amending the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a tattoo studio in Section 40.01.003; including a tattoo studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-00037.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 5. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0031, for Zone Case 3276, a request of Zac Garth, for the Worship Center Church, for a zoning change from T to A-2 limited to church and church related uses on Tract A, Worship Center 1 Addition, 12709 Indiana Avenue.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0031.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 6. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0032, for Zone Case 1720-I, a request of Amit Shah for a zoning change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2, west 122 feet of Lot 1, Village West Addition, 5761 34th Street.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0032.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 7. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0038, for Zone Case 2650-A, a request of Kamal Zeitouni for a zoning change from R-1 to GO, west 70 feet Lot 80, Bacon Heights Addition, 5039 52nd Street.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0038.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Jim Gerlt (RECUSE)
Council Member Karen Gibson (ABSENT)

- 6. 8. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0033, for Zone Case 3277, a request of Burl W. Masters, for Brookeland I, LLC, for a zoning change from T to C-3 on 22.828 acres of unplatted land out of Block E-2, Section 23, North of 130th Street and East of Slide Road.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0033.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 9. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0034, for Zone Case 3126-C, a request of Burl W. Masters, for SWLLD, LLC, for a zoning change from A-2 and T to C-3 on 19.1 acres of unplatted land out of Block AK, Section 20, 12502 Frankford Avenue, north of 130th Street.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0034.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 10. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0035, for Zone Case 3278, a request of Burl W. Masters, for Slide & 1585, LLC, for a zoning change from T to C-3 on 74.584 acres of unplatted land out of Block AK, Section 8, 5201 130th Street.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0035.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 11. Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0036, for Zone Case 3279, a request of David R. Miller, for MacDonald Companies, for a zoning change from T, C-3, and A-2, to A-2 Specific Use on 11.3 acres of unplatted land out of Block AK, Section 22, 9901 Upland Avenue.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0036.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

- 6. 12. Resolution - City Secretary:** Resolution No. 2016-R0100 authorizing the Mayor to execute a Street-Use-License with Slide the City for a "Slide the City Event," for the use of Canyon Lakes Drive, East Broadway Avenue, and Oak Avenue on July 30, 2016.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0100.

Vote: 6 - 0 Motion carried

Other: Council Member Karen Gibson (ABSENT)

8:48 P.M. CITY COUNCIL ADJOURNED

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

The March 10, 2016 Regular City Council Meeting minutes were approved by the City Council on the 14th day of April, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 21, 2016
12:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 21st of March, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 12:00 p.m.

**12:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas**

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

Absent: Mayor Glen C. Robertson; Council Member Latrelle Joy

*Note: City Council addressed agenda items in the following order:
• Item 1.1-1.2*

1. Regular Agenda

- 1. 1. Public Hearing 12:00 p.m. - City Manager:** Consider the Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company d/b/a Xcel Energy on January 7, 2016.

Mayor Pro Tem Jim Gerlt opened the public hearing at 12:00 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 12:00 p.m.

- 1. 2. Resolution - City Manager:** Resolution No. 2016-R0101 denying a Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company d/b/a Xcel Energy on January 7, 2016.

Motion by Council Member Karen Gibson, seconded by Council Member Victor Hernandez to approve Resolution No. 2016-R0101.

Vote: 5 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)
Council Member Latrelle Joy (ABSENT)

12:01 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Jim Gerlt adjourned the meeting.

The March 21, 2016 Special City Council Meeting minutes were approved by the City Council on the 14th day of April, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2016-O0042 abandoning and closing a two-foot wide underground street light cable easement on Lot 55, The Estates at Vintage, an addition to the City of Lubbock, Lubbock County, Texas located at 4808 120th Street.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a two-foot wide underground street light cable easement along the north side of Lot 55, The Estates at Vintage. The easement is not needed due to new construction on the property. A new easement will be dedicated to replace the closure.

Lubbock Power and Light is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - The Estates at Vintage

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 2' UNDERGROUND STREET LIGHT AND CABLE EASEMENT LOCATED OUT OF LOT 55, THE ESTATES AT VINTAGE, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ 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:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-The Estates at Vintage, Lot 55
2.25.16



2' UNDERGROUND STREET LIGHT AND CABLE EASEMENT CLOSURE

Metes and Bounds Description on a 284 Sq. Ft. tract of land out of Lot 55, The Estates at Vintage, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2014026112, Official Public Records of Lubbock County, Texas, and out of Section 23, Block E-2, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a point for the Northwest and beginning corner of this easement whence the most Westerly Northwest corner of said Lot 55, The Estates at Vintage, bears S37°36'16"W, a distance of 5.92 feet;

Thence N37°36'16"E, a distance of 2.00 feet to a point for the Northeast corner of this easement;

Thence S50°33'05"E, a distance of 142.10 feet to a point for the Southeast corner of this easement;

Thence Southwesterly, along the arc of a curve to the left, an arc distance of 2.00 feet to a point for the end of said curve to the left and for the Southeast corner of this easement; said curve having a radius of 43.00 feet, a central angle of 02°40'13", a chord that bears S35°51'39"W, and a chord distance of 2.00 feet;

Thence N50°33'05"W, a distance of 142.16 feet to the Point of Beginning.

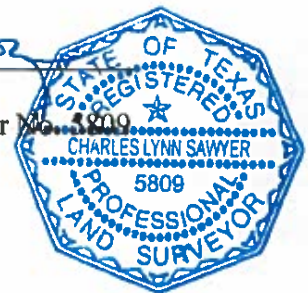
Containing 284 Sq. Ft. more or less.

Bearings are related to the South line of the North Half of Section 23, Block E-2, as being previously recognized as N89°56'27"W.

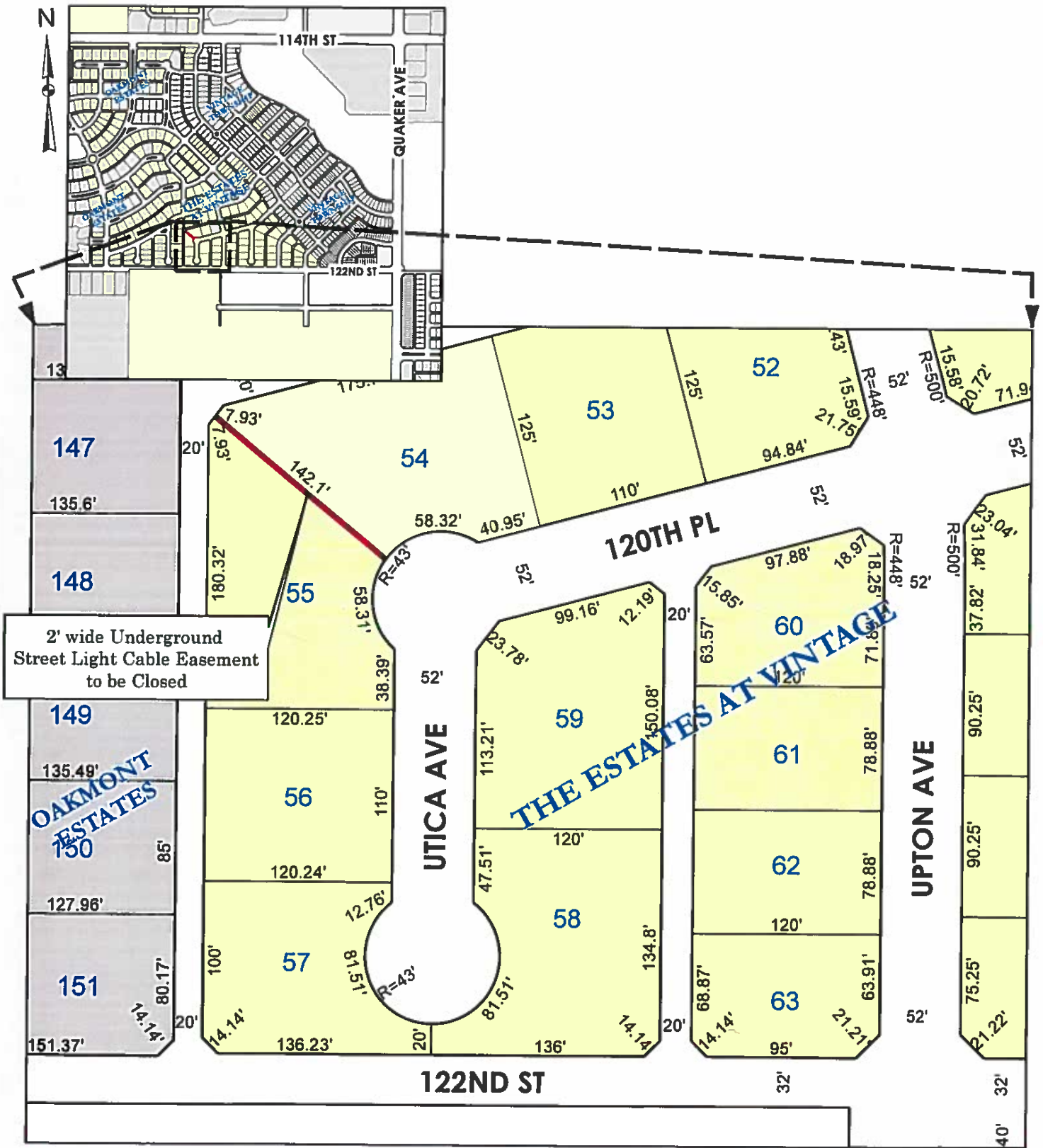
Job No. 15268

February 22, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809



**Proposed Closing of a 2' wide Underground Street Light Cable Easement
Located in Lot 55, The Estates at Vintage 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.





Regular City Council Meeting

5. 2.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2016-O0043 abandoning and closing a five-foot underground utility easement located in Lot 5, Lewis Estates an addition to the City of Lubbock, Lubbock County, Texas located at 5227 21st Street.

Item Summary

On March 24, 2016, The City Council approved the first reading of the ordinance.

This ordinance abandons and closes a five-foot underground utility easement located in Lot 5, Lewis Estates Addition, which is located at 21st Street and Aberdeen Avenue. The closure is due to new construction on the lot. Public Works Engineering and all utility companies are in agreement with the closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Lewis Estates

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 5' WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN LOT 5, LEWIS ESTATES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ 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:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



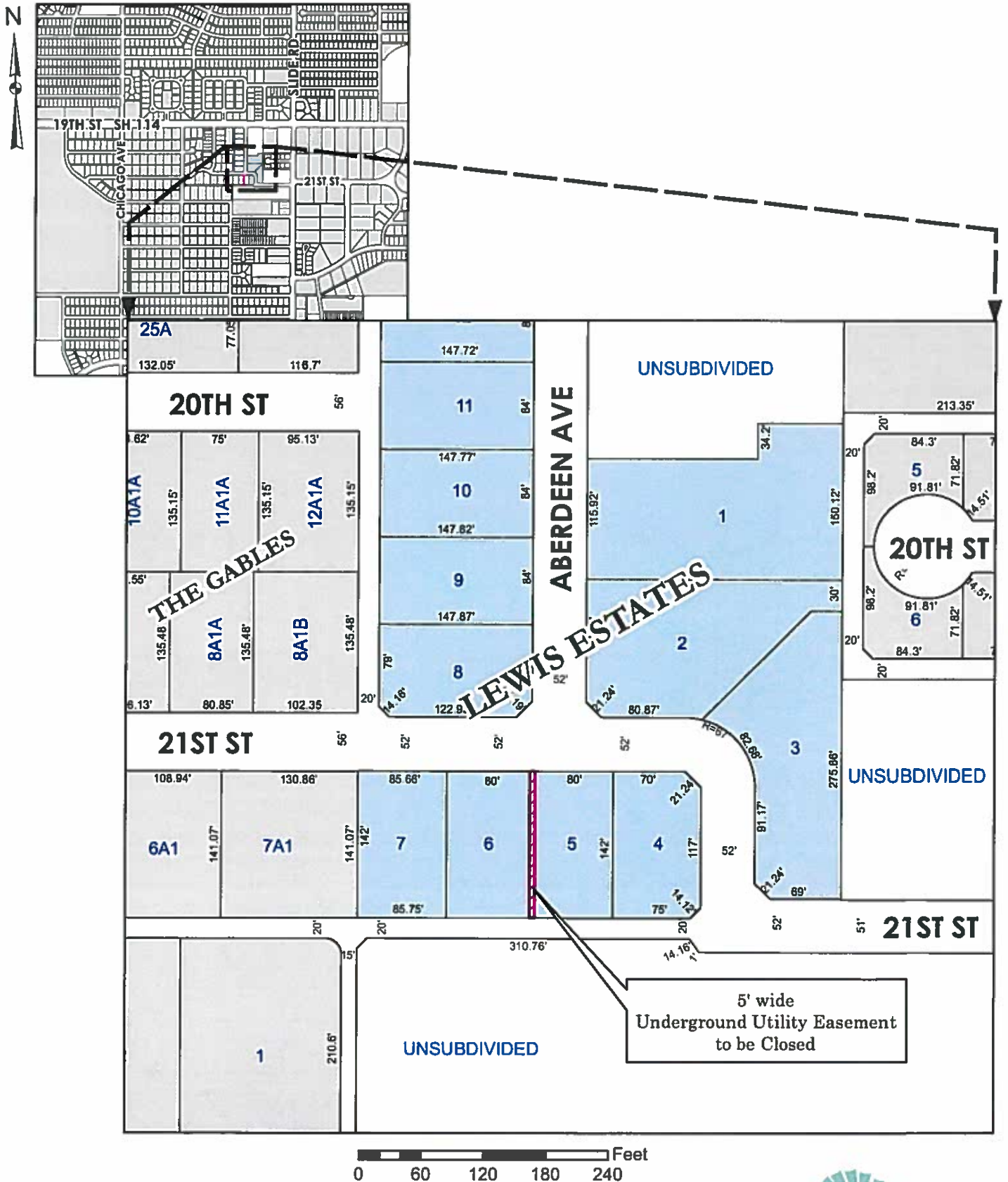
Chad Weaver, City Attorney

A&C-UUE –Section 5, Lewis Estates
3.7.16

Exhibit “ A “

The 5’ wide underground utility easement located along the West 5-foot of Lot 5, Lewis Estates Addition to the City of Lubbock, Lubbock County, according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, Volume 7119 Page 282

Proposed Closing of a 5' wide Underground Utility Easement Located Along the West 5' of Lot 5, Lewis Estates 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.



Regular City Council Meeting

5.3.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance Budget Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 19 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) capital program to amend Capital Improvement Project (CIP) 92141, Substation Relay Upgrade; CIP 92273, Substation Land Acquisition; CIP 92320, Substation Breaker Replacements; CIP 92330, 69kV Transmission Line Reconductoring; CIP 92383, Mobile Substation; CIP 92403, 69kV Line Rebuild – Thompson to Vicksburg; CIP 92404 115kV Line Construction – Northwest to Mackenzie; CIP 92405, 69kV Line Rebuild – Chalker to Thompson; CIP 92406, 69kV Line Rebuild – Chalker to Oliver; CIP 92407, Southeast Substation Autotransformer; CIP 92408, 69kV Capacitor Upgrade – Vicksburg; CIP 92409 69kV Capacitor Upgrade – Chalker; CIP 92410, 69kV Capacitor Upgrade – Slaton; CIP 92413, Massengale Station – Medium Term; providing for filing; and providing for a savings clause.

Item Summary

- I. Amend Capital Improvement Project 92141, Substation Relay Upgrade, by shifting the funding source, totaling \$510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.
- II. Amend Capital Improvement Project 92273, Substation Land Acquisition, by shifting the funding source, totaling \$2,000,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”
- III. Amend Capital Improvement Project 92320, Substation Breaker Replacements, by shifting the funding source, totaling \$765,750, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.
- IV. Amend Capital Improvement Project 92330, 69kV Transmission Line Reconductoring, by shifting the funding source, totaling \$510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.
- V. Amend Capital Improvement Project 92383, Mobile Substation, by shifting the funding source, totaling \$2,500,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.
- VI. Amend Capital Improvement Project 92403, 69kV Line Rebuild – Thompson to Vicksburg, by decreasing the appropriation and funding in the amount of \$630,000, from \$750,000 to \$120,000. The remaining \$120,000 will be used for engineering and design.
- VII. Amend Capital Improvement Project 92404, 115kV Line Construction-Northwest to Mackenzie, by decreasing the appropriation and funding in the amount of \$4,250,000, from \$5,000,000 to \$750,000. The remaining \$750,000 will be used for engineering and design.
- VIII. Amend Capital Improvement Project 92405, 69kV Line Rebuild-Chalker to Thompson, by decreasing the

appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.

IX. Amend Capital Improvement Project 92406, 69kV Line Rebuild – Chalker to Oliver, by decreasing the appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.

X. Amend Capital Improvement Project 92407, Southeast Substation Autotransformer, by decreasing the appropriation and funding in the amount of \$850,000, from \$1,000,000 to \$150,000. The remaining \$150,000 will be used for engineering and design.

XI. Amend Capital Improvement Project 92408, 69kV Capacitor Upgrade – Vicksburg, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XII. Amend Capital Improvement Project 92409, 69kV Capacitor Upgrade – Chalker, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIII. Amend Capital Improvement Project 92410, 69kV Capacitor Upgrade – Slaton, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIV. Amend Capital Improvement Project 92413, Massengale Station – Medium Term, by decreasing the appropriation and funding in the amount of \$3,798,700, from \$4,798,700 to \$1,000,000. The remaining \$1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 19
Resolution - LP&L Board

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT (LP&L) CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92141, SUBSTATION RELAY UPGRADE; CIP 92273, SUBSTATION LAND ACQUISITION; CIP 92320, SUBSTATION BREAKER REPLACEMENTS; CIP 92330, 69KV TRANSMISSION LINE RECONDUCTORING; CIP 92383, MOBILE SUBSTATION; CIP 92403, 69KV LINE REBUILD – THOMPSON TO VICKSBURG; CIP 92404 115KV LINE CONSTRUCTION – NORTHWEST TO MACKENZIE; CIP 92405, 69KV LINE REBUILD – CHALKER TO THOMPSON; CIP 92406, 69KV LINE REBUILD – CHALKER TO OLIVER; CIP 92407, SOUTHEAST SUBSTATION AUTOTRANSFORMER; CIP 92408, 69KV CAPACITOR UPGRADE – VICKSBURG; CIP 92409 69KV CAPACITOR UPGRADE – CHALKER; CIP 92410, 69KV CAPACITOR UPGRADE – SLATON; CIP 92413, MASSENGALE STATION – MEDIUM TERM; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 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 #19) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92141, Substation Relay Upgrade, by shifting the funding source, totaling \$510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.
- II. Amend Capital Improvement Project 92273, Substation Land Acquisition, by shifting the funding source, totaling \$2,000,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”

- III. Amend Capital Improvement Project 92320, Substation Breaker Replacements, by shifting the funding source, totaling \$765,750, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".
- IV. Amend Capital Improvement Project 92330, 69kV Transmission Line Reconductoring, by shifting the funding source, totaling \$510,500, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".
- V. Amend Capital Improvement Project 92383, Mobile Substation, by shifting the funding source, totaling \$2,500,000, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".
- VI. Amend Capital Improvement Project 92403, 69kV Line Rebuild – Thompson to Vicksburg, by decreasing the appropriation and funding in the amount of \$630,000, from \$750,000 to \$120,000. The remaining \$120,000 will be used for engineering and design.
- VII. Amend Capital Improvement Project 92404, 115kV Line Construction-Northwest to Mackenzie, by decreasing the appropriation and funding in the amount of \$4,250,000, from \$5,000,000 to \$750,000. The remaining \$750,000 will be used for engineering and design.
- VIII. Amend Capital Improvement Project 92405, 69kV Line Rebuild-Chalker to Thompson, by decreasing the appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.
- IX. Amend Capital Improvement Project 92406, 69kV Line Rebuild – Chalker to Oliver, by decreasing the appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.
- X. Amend Capital Improvement Project 92407, Southeast Substation Autotransformer, by decreasing the appropriation and funding in the amount of \$850,000, from \$1,000,000 to \$150,000. The remaining \$150,000 will be used for engineering and design.
- XI. Amend Capital Improvement Project 92408, 69kV Capacitor Upgrade – Vicksburg, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

- XII. Amend Capital Improvement Project 92409, 69kV Capacitor Upgrade – Chalker, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.
- XIII. Amend Capital Improvement Project 92410, 69kV Capacitor Upgrade – Slaton, by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.
- XIV. Amend Capital Improvement Project 92413, Massengale Station – Medium Term, by decreasing the appropriation and funding in the amount of \$3,798,700, from \$4,798,700 to \$1,000,000. The remaining \$1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

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 Amend19.ord
March 24, 2016

RESOLUTION

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

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

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

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

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2015-16, as follows:

Amend CIP # 92141, Substation Relay Upgrade – by shifting the funding source, totaling \$510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

Amend CIP # 92273, Substation Land Acquisition – by shifting the funding source, totaling \$2,000,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”

Amend CIP # 92320, Substation Breaker Replacements - by shifting the funding source, totaling \$765,750, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

Amend CIP # 92330, 69kV Transmission Line Reconductoring – by shifting the funding source, totaling \$510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

Amend CIP # 92383, Mobile Substation – by shifting the funding source, totaling \$2,500,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

Amend CIP # 92403, 69kV Line Rebuild – Thompson to Vicksburg – by decreasing the appropriation and funding in the amount of \$630,000, from \$750,000 to \$120,000. The remaining \$120,000 will be used for engineering and design.

Amend CIP # 92404, 115kV Line Construction-Northwest to Mackenzie – by decreasing the appropriation and funding in the amount of \$4,250,000, from

\$5,000,000 to \$750,000. The remaining \$750,000 will be used for engineering and design.

Amend CIP # 92405, 69kV Line Rebuild-Chalker to Thompson – by decreasing the appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.

Amend CIP # 92406, 69kV Line Rebuild – Chalker to Oliver – by decreasing the appropriation and funding in the amount of \$1,275,000, from \$1,500,000 to \$225,000. The remaining \$225,000 will be used for engineering and design.

Amend CIP # 92407, Southeast Substation Autotransformer – by decreasing the appropriation and funding in the amount of \$850,000, from \$1,000,000 to \$150,000. The remaining \$150,000 will be used for engineering and design.

Amend CIP # 92408, 69kV Capacitor Upgrade – Vicksburg – by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

Amend CIP # 92409, 69kV Capacitor Upgrade – Chalker – by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

Amend CIP # 92410, 69kV Capacitor Upgrade – Slaton – by decreasing the appropriation and funding in the amount of \$200,000, from \$250,000 to \$50,000. The remaining \$50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.


Amend CIP # 92413, Massengale Station – Medium Term – by decreasing the appropriation and funding in the amount of \$3,798,700, from \$4,798,700 to \$1,000,000. The remaining \$1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

Passed by the Electric Utility Board this 15th day of March, 2016.



Greg Taylor, Chairman

ATTEST:


James Conwright, Board Secretary

APPROVED AS TO CONTENT:


David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:


Richard Casner, LP&L General Counsel



Regular City Council Meeting

5. 4.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance Budget Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 20 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate an additional \$103,521 from the TDHCA for the CSBG, for a total appropriation of \$195,933.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 20

Budget Detail

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 TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); 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 #20) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$103,521 from the TDHCA for the CSBG, for a total appropriation of \$195,933.

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/Budget1516.Amend20.ord
March 24, 2016

**City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
April 14, 2016**

Administrative Information:

Grant Number: _____ 82059
 Grant Name: _____ Community Services Block Grant
 Grant Effective Date: _____ 1/1/2016-12/31/2016
 Grant Provider/Agency: _____ Texas Department of Housing and Community Affairs

Personnel Information:

of full-time positions funded w/grant _____ 4

| Title of Position | Annual Salary | Annual Benefits | Grant | Other Grant |
|--------------------------|----------------------|------------------------|---------------|--------------------|
| Program Specialist | \$ 41,190 | 22,232 | 20,016 | 43,406 |
| Account Analyst | 53,705 | 24,242 | 10,868 | 67,079 |
| CD Director | 86,681 | 30,493 | 6,360 | 110,814 |
| Contract Coordinator | 51,361 | 25,270 | 14,476 | 62,155 |
| Total | \$ 232,937 | 102,237 | 51,720 | 283,454 |

Budget Information:

| Grant Appropriation Detail | Previous Award Amount | Amendment Amount | Total Award Amt |
|-----------------------------------|------------------------------|-------------------------|------------------------|
| Full-time Salaries | \$ 17,460 | 17,460 | \$ 34,920 |
| Benefits | 8,400 | 8,400 | 16,800 |
| Travel | 840 | 840 | 1,680 |
| Supplies | 1,120 | 1,120 | 2,240 |
| Other | 1,540 | 1,540 | 3,080 |
| Indirect Cost | 2,800 | 2,800 | 5,600 |
| <u>Contractual</u> | | | |
| Catholic Family Services-SSP | 53,252 | 58,861 | 112,113 |
| Lutheran Social Services CEAP Ops | 7,000 | 12,500 | 19,500 |
| Total Appropriation | \$ 92,412 | 103,521 | \$ 195,933 |



Regular City Council Meeting

5. 5.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Accounting: Consider a resolution authorizing the Mayor to execute a professional services contract with BKD, LLP., for the audit of financial statements for the fiscal year ending September 30, 2016.

Item Summary

Lubbock Power and Light (LP&L) plans to transition to the Electric Reliability Council of Texas by June, 2019. In order to receive transmission cost of service revenues to cover the transmission construction costs, LP&L must convert to the Federal Energy Regulatory Commission (FERC) chart of accounts. Accounting has been working with LP&L and their consultants on this accounting conversion project. It is still in the early stages, and BKD has been involved throughout the project to ensure the conversion process and chart of accounts meet auditing standards.

The City is at the end of a second five-year contract with BKD. Due to the importance of the FERC conversion project and in order to ensure consistency of audit oversight, the City and LP&L Accounting staff recommend that the City enter into another contract with BKD. With the FERC conversion, it is in the best interest of the City to maintain the existing external auditors until the conversion is complete. BKD specializes in governmental accounting and employs experts in FERC accounting. Therefore, the City and LP&L Accounting staff recommend a one-year contract (with the option to renew for four additional one-year terms) with BKD. The Audit Committee discussed this on February 9, 2016 and also recommends a contract with BKD.

BKD is excited about the opportunity to continue working with the City and has kept their fees comparable with prior year costs, with a slight increase in the inflation percentage to bring it in line with their normal fee increases. The normal inflation increase was \$5,000 per year and it will now be \$5,500.

The City uses the Professional Services Procurement Act (copy attached) for architectural and engineering services. Purchasing has indicated that we may use it to procure audit services from BKD.

Fiscal Impact

Fees for services totaling \$245,000 include \$208,000 for the City of Lubbock, \$17,000 for LP&L, and \$20,000 for the firms out of pocket expenses. Funds will be appropriated in the FY 2016-17 Operating Budget.

Staff/Board Recommending

Linda Cuellar, Acting Executive Director of Finance

Attachments

Resolution & Contract - BKD, LLP.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement for an audit of annual financial statements by and between the City of Lubbock and BKD, LLP, of Dallas, Texas, which Agreement and any associated documents are attached hereto and made a part hereof for all intents and purposes. In addition thereto, the City Manager or a designated representative may execute engagement letters or other associated documents as required during the term of the Agreement.

Passed by the City Council on this _____ day of _____, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.COLandBKD, LLP (3-29-16)

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Professional Service Agreement ("Agreement") _____-, is entered into this 14th day of April, 2016, is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and BKD, LLP, (the "Auditor"), a limited liability partnership.

WITNESSETH

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

WHEREAS, the City desires to contract with Auditor to provide professional services related to the Activities 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 Auditor hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for fiscal years ending September 30, 2016 through September 30, 2020. If the Auditor determines that additional time is required to complete the Services, the City Manager, 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. Auditor shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. AUDITOR shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A",

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. AUDITOR is a limited liability partnership 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. Power. AUDITOR has the power to enter into and perform this Contract and all other activities contemplated hereby.

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

D. Auditor. AUDITOR maintains a professional staff, and is familiar with all laws, rules, professional auditing and accounting standards and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. AUDITOR 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 Auditing services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional Auditing services, as contemplated hereby.

F. Use of Copyrighted Material. AUDITOR warrants that any materials provided by AUDITOR 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. AUDITOR shall be solely responsible for ensuring that any materials provided by AUDITOR pursuant to this Contract satisfy this requirement and AUDITOR agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of AUDITOR's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

AUDITOR shall accomplish the following: Professional Auditing Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

AUDITOR and City agree that AUDITOR 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. AUDITOR 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, Auditor and Auditor's employees, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

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

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. Auditor shall provide a Certificate of Insurance to the City as evidence of coverage.

Auditor shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. Auditor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Auditor 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 Auditor maintains said coverage. The Auditor 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, Auditor fails to maintain the required insurance in full force and effect, Auditor 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 Auditor's sole cost and expense. The retroactive date shall be no later than the commencement

of the performance of this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. CONFIDENTIALITY

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

ARTICLE X. INDEMNITY

AUDITOR 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 AUDITOR, 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 XI. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XII. NOTICE

A. General. Whenever notice from AUDITOR to City or City to AUDITOR 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. AUDITOR 's Address. AUDITOR 's address and numbers for the purposes of notice are:

BKD, LLP

David Coleman, Partner
14241 Dallas Parkway, Suite 1100
Dallas, Texas 79401
Telephone: (972) 702-8262
Facsimile: (972) 702-0673

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

James Loomis, City Manager
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 712-2001

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 XIII. CITY-PROVIDED DATA AND RESPONSIBILITIES

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

ARTICLE XIV. 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. AUDITOR shall provide access to its time and billing records to the City. The City may audit, at its expense and during normal business hours, AUDITOR's books and records with respect to this Contract between AUDITOR and City.

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

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

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

F. Construction and Venue.

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

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

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

I. Entire Agreement. This Contract, including Exhibit "A" attached hereto, contains the entire agreement between the City and AUDITOR, 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 AUDITOR and the City.

K. Documents Owned by City. All deliverables provided by AUDITOR as part of the Services hereunder, shall become the property of the City when AUDITOR has been compensated as set forth in Article II, above. The AUDITOR shall maintain ownership of any and all work papers in accordance with professional auditing standards.

L. Notice of Waiver. A waiver by either City or AUDITOR 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 AUDITOR.

N. Non-Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided under the Contract, the City will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the AUDITOR 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.

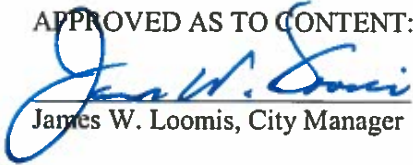
EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

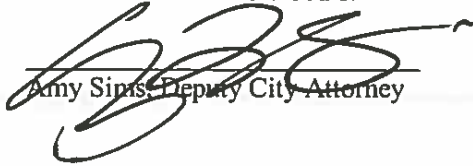
GLEN C. ROBERTSON, MAYOR

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


James W. Loomis, City Manager

APPROVED AS TO FORM:


Amy Sims, Deputy City Attorney

Firm

BKD, LLP

By: _____
David Coleman, Partner



March 11, 2016

Honorable Glen Robertson, Mayor
Members of City Council
James Loomis, City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the City of Lubbock, Texas.

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of City of Lubbock, Texas (City) and Lubbock Power and Light as of and for the year period ended September 30, 2016, and the related notes to the financial statements, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the State of Texas *Uniform Grant Management Standards*, issued by the Governor's Office of Budget and Planning, U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the *Passenger facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (PFC guide). We will also perform agreed upon procedures related to the City of Lubbock's report to the Texas Commission on Environmental Quality (TCEQ).

Our audit will be conducted with the objectives of:

- ✓ Expressing an opinion on the financial statements
- ✓ Issuing a report on your compliance based on the audit of your financial statements.
- ✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs.

- ✓ Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your schedule of expenditures of federal awards.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the State of Texas Uniform Grant Management Standards, issued by the Governor's Office of Budget and Planning that are applicable to each of your major state award programs.
- ✓ Issuing a report on agreed upon procedures related to the City of Lubbock's report to the TCEQ.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the PFC Guide that are applicable to your passenger facility charge program (PFC).
- ✓ Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to the PFC program.
- ✓ Issuing a report on your schedule of PFC Program Revenues and Disbursements.
- ✓ Issuing a report on adherence to the City of Lubbock's investment policies as required by the Public Funds Investment, Act Chapter 2256 of the Texas Government Code.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- ✓ The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

- ✓ The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

David Coleman, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether the combining fund statements and schedules, schedule of expenditures of federal awards and schedule of state awards "supplementary information" is fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that [management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities (including your federal award programs); and
- d. to provide us with
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

Our fees will be \$245,000, which includes time expended and charges for travel, copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. We will consult with you in the event any other regulations or standards are issued that may impact our fees.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

To the extent allowed by the laws of the state of Texas, you agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

To the extent allowed by the laws of the state of Texas, you agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

During the term of this engagement, BKD shall maintain the below insurance coverage:

The auditor shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement. The auditor shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of the auditor to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas.

The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Per Claim: \$1,000,000

Automobile Liability:

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

The auditor 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 the auditor, protecting the City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. The auditor shall provide a certificate of insurance to the City as evidence of coverage. BKD shall provide 30 days notice of cancellation to the City. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at the auditor's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of the Contract and shall continue through the term of this engagement. BKD commits to continue to carry professional liability insurance for not less than 10 years after the termination or expiration of this Agreement unless such coverage is unavailable.

Each of these provisions related to insurance coverage shall survive the termination or expiration of this Agreement.

Worker's Compensation and Employers Liability Insurance:

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

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

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

HIPAA BUSINESS ASSOCIATE AGREEMENT

We agree not to use or disclose Protected Health Information of your (patients/employees) (hereinafter referred to as "PHI") obtained or produced in any form of media during the course of our work in a manner prohibited by HIPAA, as amended. We may use or disclose PHI for purposes of (a) performing our engagement, (b) management and administration of BKD, or (c) carrying out legal responsibilities of BKD. We will not further disclose information except as permitted or required by this contract or as required by law. When using or disclosing PHI in relation to this engagement, we will limit disclosures as required by HIPAA. We will not use PHI in any marketing activities in a manner that would violate HIPAA. We represent to you that we have implemented what we consider to be appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of your PHI as required for us as a business associate to comply with HIPAA.

With respect to your PHI, we will report to you any breach (as defined in 45 CFR 164.402), material security incident or use or disclosure not authorized by this agreement and, to the extent practical, assist you in mitigating any harmful effects caused by breaches, material security incidents or unauthorized uses or disclosures of which we become aware. To assist you in fulfilling your responsibility to notify impacted individuals and others of a breach involving unsecured PHI (as required under 45 CFR 164.400 et seq.), in this report we will identify to you, to the extent reasonably possible:

1. Each individual whose unsecured PHI was subject to the breach.
2. Any other available information you are required to include in your notification to such individual(s) or others under 45 CFR 164.404(c).

We agree that any material violation of these confidentiality provisions by us entitles you to terminate this engagement. Similarly, if we become aware of a violation of HIPAA by you that cannot be or is not timely cured, we may be obligated to terminate this engagement.

BKD agrees to:

1. Upon their request, make available to the Secretary of Health and Human Services (HHS) our internal practices and books and records relating to the use and disclosure of PHI for purposes of determining your compliance with the Security and Privacy Rule, subject to any applicable legal privileges.
2. Make available information necessary for you to make an accounting of disclosures of PHI about an individual.
3. To the extent we maintain information that is part of a Designated Record Set, make available information necessary for you to respond to requests by individuals for access to PHI that is not in your possession but is considered part of a Designated Record Set.
4. Upon receipt of a written request from you, incorporate any amendments or corrections to PHI contained in our workpapers in accordance with the Security and Privacy Rule to the extent such PHI is considered part of a Designated Record Set.

For purposes of this agreement, the term "Security and Privacy Rule" refers to the final rules published to implement the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, specifically 45 CFR Parts 160 and 164. The terms "Protected Health Information" and "Designated Record Set" have the same meaning as defined in the Security and Privacy Rule.

At the conclusion or termination of this engagement, any PHI retained by us will be subject to the same safeguards as for active engagements.

City of Lubbock
March 11, 2016
Page 11

We will obtain from any agents, including subcontractors, to whom we provide PHI received from you, or created or received by us on behalf of you, an agreement to the same restrictions and conditions that apply to us with respect to such PHI.

To the extent that any relevant provision of HIPAA is eliminated or held to be invalid by a court of competent jurisdiction, the corresponding portion of this agreement shall be deemed of no force and effect for any purpose. To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of business associates or covered entities that are embodied in term(s) of this engagement, the Parties agree to negotiate in good faith appropriate amendment(s) to this engagement to give effect to such revised obligations. In addition, the terms of this engagement should be construed in light of any interpretation and/or guidance on HIPAA issued by HHS from time to time.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

BKD, LLP

BKD, LLP

Acknowledged and agreed to on behalf of

City of Lubbock, Texas

BY _____
James W. Loomis, City Manager

DATE _____

City of Lubbock, Texas
Price Proposal Information For Next Five Years

| Engagement Year | Hours | Anticipated Expenses | Fixed Annual Fee |
|--|-------|----------------------|------------------|
| Financial Statement Audit and OMB Circular A-133 Single Audit | | | |
| Year Ending September 30, 2016 | 1550 | \$20,000 | \$245,000 |
| Year Ending September 30, 2017 | 1550 | \$20,000 | \$250,500 |
| Year Ending September 30, 2018 | 1550 | \$20,000 | \$256,000 |
| Year Ending September 30, 2019 | 1550 | \$20,000 | \$261,500 |
| Year Ending September 30, 2020 | 1550 | \$20,000 | \$267,000 |



Regular City Council Meeting

5. 6.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of an underground water line easement located in Section 5, Block E-2, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a portion of an underground water line easement located in Section 5, Block E-2, which is located just east of Frankford and north of 26th Street. Water Engineering is in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Waterline Easement - Section 5 Block E-2

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN UNDERGROUND WATERLINE EASEMENT LOCATED IN SECTION 5, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in Exhibit "A", Parcel 1 & 2.

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 _____, 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:



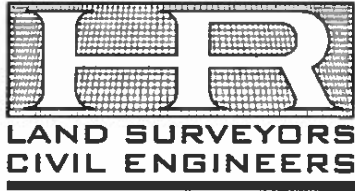
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-Waterline Easement-Section 5, Block E-2
3.22.16



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

EXHIBIT "A"

'Parcel 1'

METES AND BOUNDS DESCRIPTION of a 0.258 acre parcel located in Section 5, Block E-2, Lubbock County, Texas, being a portion of Block 1, Lubbock Christian College Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 875, Page 597, Deed Records of Lubbock County, Texas (DRLCT), also being a portion of an Underground Water Line Easement (UWLE) described in County Clerk File Number (CCFN) 2013024396, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273526.91', East: 921237.47') in the East Right-of-Way line of Frankford Avenue as described in Volume 659, Page 257, DRLCT, and in the East line of said Block 1, Lubbock Christian College Addition and in the East line of said UWLE, which bears N. 01°49'57" E. a distance of 352.92 feet from the Southwest corner of said Block 1, Lubbock Christian College Addition, for the most Westerly Southwest corner of this parcel;

THENCE N. 01°49'56" E. along said East Right-of-Way line of Frankford Avenue and along the West line of said Block 1, Lubbock Christian College Addition, and along East line of said UWLE a distance of 30.00 feet to a 1/2" iron rod with cap found (North: 7273556.90', East: 921238.43') at the Northwest corner of said UWLE, for the Northwest corner of this parcel;

THENCE S. 88°15'01" E. along the Northern most line of said UWLE a distance of 61.26 feet to a 1/2" iron rod with cap found at the Northerly most Northeast corner of said UWLE, for the Northeast corner of this parcel;

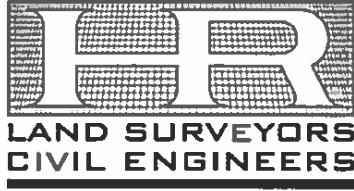
THENCE S. 01°34'07" W. along the East line of said UWLE a distance of 343.00 feet to a 1/2" iron rod with cap found at an 'ell corner' of said UWLE, for the Southeast corner of this parcel;

THENCE N. 88°10'03" W. a distance of 30.00 feet to a 60d nail set for the most Southerly Southwest corner of this parcel;

THENCE N. 01°34'07" E. a distance of 312.96 feet to a 1/2" iron rod found for an 'ell' corner of this parcel;

THENCE N. 88°15'01" W. a distance of 31.40 feet to the Point of Beginning.

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



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 100678-00

'Parcel 2'

METES AND BOUNDS DESCRIPTION of a 0.501 acre parcel located in Section 5, Block E-2, Lubbock County, Texas, being a portion of the West 235 Acres of the South half of Section 5, Block E-2, described in Volume 826, Page 58, Deed Records of Lubbock County, Texas (DRLCT), and being a portion of Tract "B", L.C.U. Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number (CCFN) 2008026641, Official Public Records, Lubbock County, Texas (OPRLCT), and being a portion of an Underground Water Line Easement (UWLE) described in CCFN 2013024396, OPRLCT, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273174.18', East: 921226.18') in the East Right-of-Way line of Frankford Avenue as described in Volume 659, Page 257, DRLCT, and in the West line of said UWLE, at the Southwest corner of Block 1, Lubbock Christian College Addition, to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 875, Page 597, DRLCT, for the Northwest corner of this parcel;

THENCE S. 88°10'03" E. along the South line of said Block 1, Lubbock Christian College Addition, a distance of 497.71 feet to a 1/2" iron rod with cap set (North: 7273158.26', East: 921723.64') for a corner of this parcel;

THENCE S. 83°28'27" E. at 94.61 feet pass the West line of said Tract "B", L.C.U. Addition, continuing for a total distance 230.40 feet to a point in the East line of said UWLE, for the Northeast corner of this parcel;

THENCE S. 06°31'33" W. along the East line of said UWLE a distance of 30.00 feet to a 1/2" iron rod with cap found for the Southeast corner of this parcel;

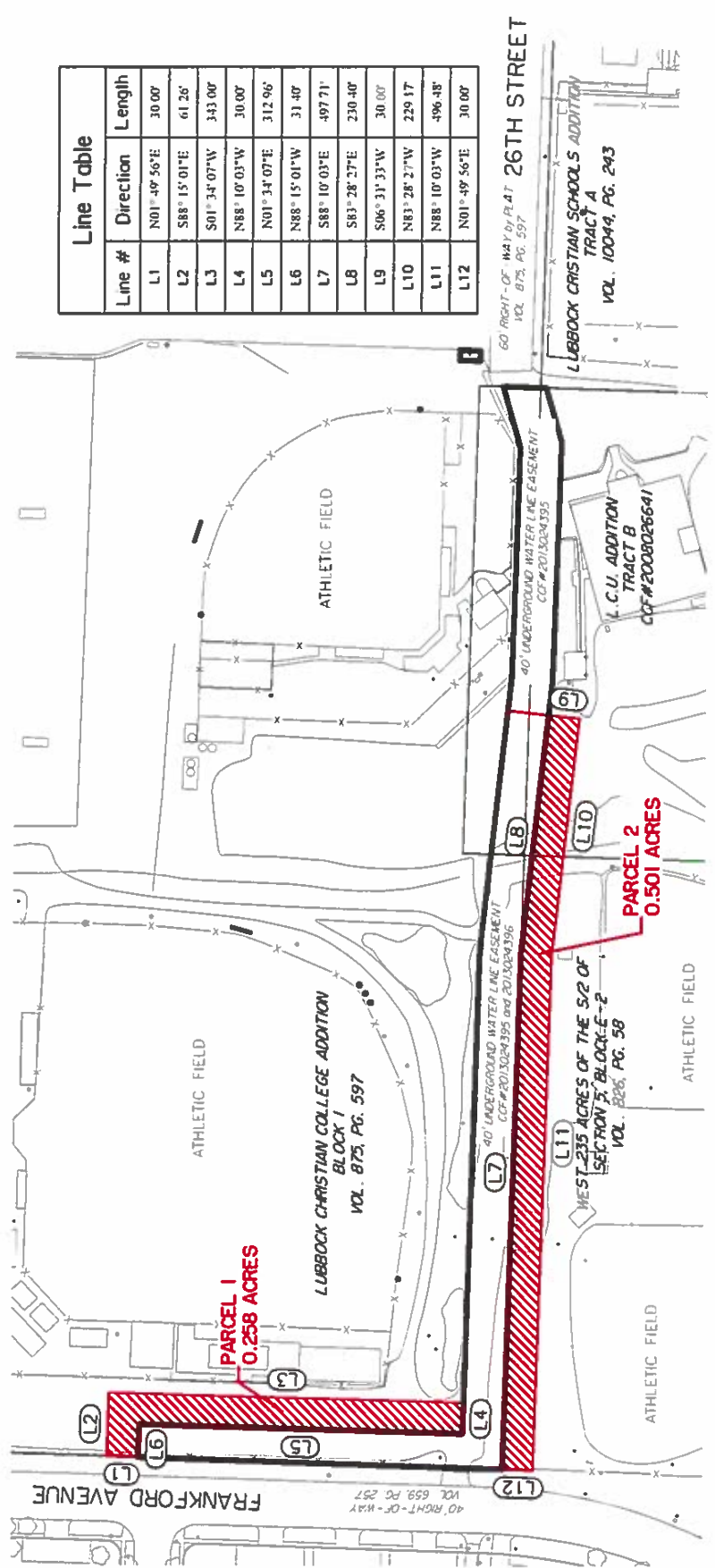
THENCE N. 83°28'27" W. along the South line of said UWLE, at 133.35 feet pass the West line of said Tract "B", L.C.U. Addition, continuing for total a distance of 229.17 feet to a 1/2" iron rod with cap found for a corner of this parcel;

THENCE N. 88°10'03" W. along the South line of said UWLE a distance of 496.48 feet to a 1/2" iron rod with cap set in the East Right-of-Way line of said Frankford Avenue at the Southwest corner of said UWLE, for the Southwest corner of this parcel;

THENCE N. 01°49'56" E. along the East line of said UWLE and along the East Right-of-Way line of said Frankford Avenue a distance of 30.00 feet to the Point of Beginning.

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

BAILEY COUNTY WATER PIPELINE
 Parcel No. 3 - Proposed Easement Closure
 PERIMETER SURVEY OF A 0.258 ACRE TRACT AND
 A 0.501 ACRE TRACT LOCATED IN
SECTION 5, BLOCK E-2
 LUBBOCK COUNTY, TEXAS

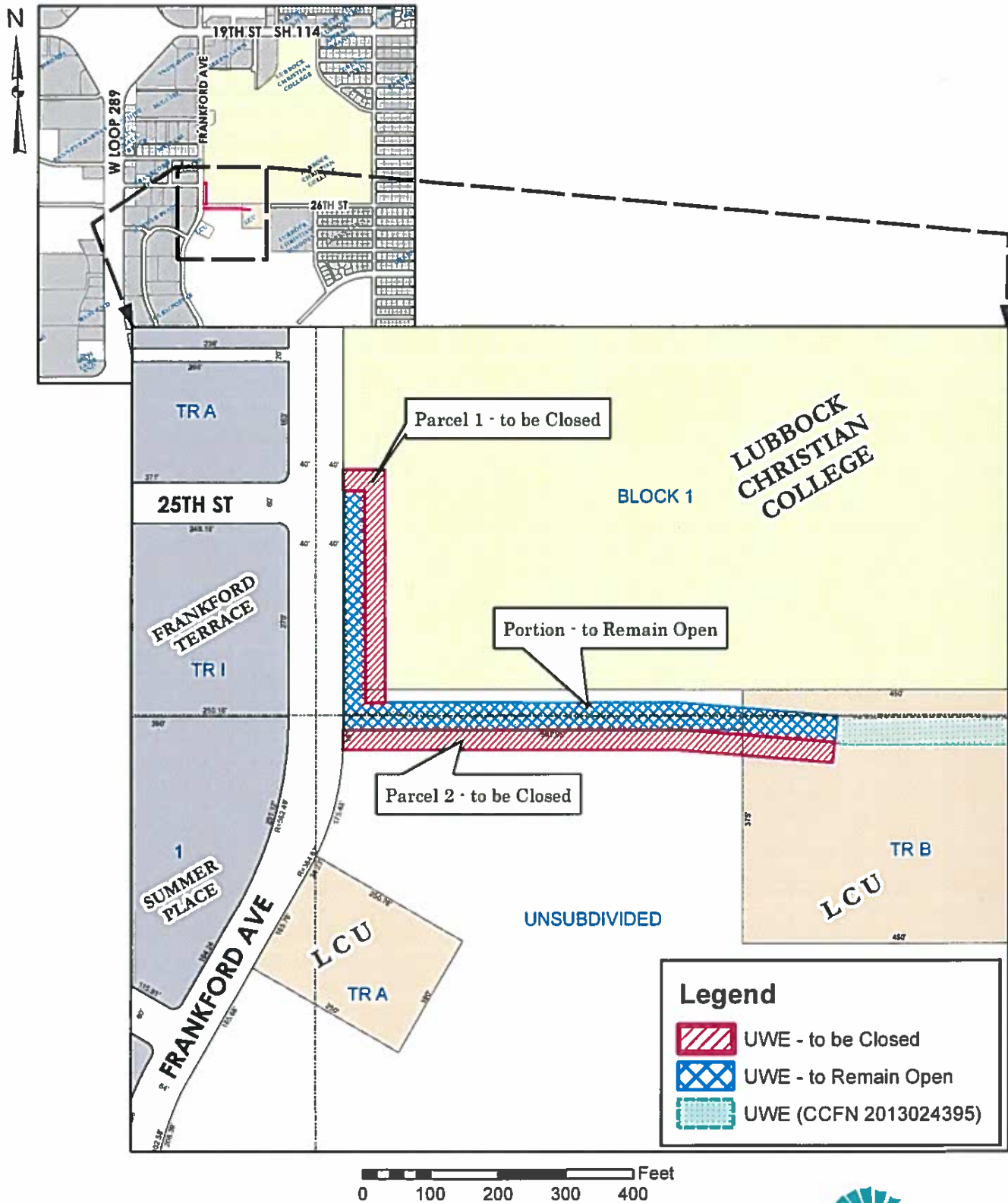


| Line Table | | |
|------------|---------------|---------|
| Line # | Direction | Length |
| L1 | N01° 49' 56"E | 30.00' |
| L2 | S88° 15' 01"E | 61.26' |
| L3 | S01° 34' 07"W | 343.00' |
| L4 | N88° 10' 03"W | 30.00' |
| L5 | N01° 34' 07"E | 312.96' |
| L6 | N88° 15' 01"W | 31.40' |
| L7 | S88° 10' 03"E | 497.71' |
| L8 | S83° 28' 27"E | 230.40' |
| L9 | S06° 31' 33"W | 30.00' |
| L10 | N83° 28' 27"W | 229.17' |
| L11 | N88° 10' 03"W | 496.48' |
| L12 | N01° 49' 56"E | 30.00' |

- NOTES:
- RED LINES INDICATE LIMITS OF THE EASEMENT AREA TO BE CLOSED, AS RECORDED IN CCFN 2013024396. RED HATCHING INDICATES THE AREA THAT WILL NOT BE SUBJECT TO EITHER EASEMENT AFTER CLOSURE.
 - HEAVY LINES INDICATE LIMITS OF THE EASEMENT RECORDED IN CCFN 2013024395. THIS AREA WILL REMAIN AN UNDERGROUND WATER LINE EASEMENT.

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 806 / 763-5642
 TEXAS REGISTERED ENGINEERING FIRM F-766 FAX: 806 / 763-3891
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**Proposed Closing of 2 Portions of an Underground Water Line Easement (CCFN 2013024396)
as Described in Parcel 1 & 2
Located in Block 1, Lubbock Christian College Addition,
Tract B, LCU Addition, and Unsubdivided Land**



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





Regular City Council Meeting

5.7.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a parking lot lease renewal with Texas Tech University, for the use of a City parking lot located at 801 Avenue K.

Item Summary

The lease agreement with Texas Tech University, located at 801 Avenue K involves the City renewing an existing lease for 40 parking spaces on City owned property. Texas Tech University requested the lease renewal to provide employees and customers additional parking for approximately eight hours a day. The new lease term is four years.

Fiscal Impact

The City will receive \$200 per month calculated as follows: \$15 per space (the current market rental rate for downtown parking) x 40 spaces x 1/3 day = \$200 a month.

Revenue to the General Fund of \$200 monthly.

Staff/Board Recommending

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

Attachments

Resolution - Texas Tech Univeristy Lease Agreement

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 Lease Agreement by and between the City of Lubbock and Texas Tech University, and related documents. Said Lease 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:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Agrmt-Texas Tech University
2.9.16

LEASE AGREEMENT

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

This Agreement of Lease is entered into as of the day set forth below, by and between the **CITY OF LUBBOCK, LESSOR**, and **TEXAS TECH UNIVERSITY, LESSEE**, who in consideration of the mutual agreements contained herein, does hereby contract and agree as follows:

I.

LESSOR subject to the terms and provisions herein, hereby leases unto LESSEE for a term of four (4) years, beginning 1/13/2016, and ending 1/12/2020, subject to earlier termination as provided in this Lease Agreement, forty (40) parking spaces of the following described tract of land (the "Leased Premises"):

Memorial Center Block 4, Addition to the City of Lubbock, Lubbock County, Texas.

II.

LESSEE, shall pay the sum of Two Hundred Dollars (\$200.00) per month by check or money order to the **CITY OF LUBBOCK**, P.O. Box 2000, Lubbock, Texas, 79457, Attention: Property Manager, payable to LESSOR in advance on the first (1st) day of each month as rental for the lease of the Leased Premises during the four (4) year term of this lease, the first payment being due, contemporaneously with the execution of this lease as of 1/13/2016.

III.

LESSEE, shall pay the rent in advance as aforesaid, as the same shall become due. Rent unpaid after the due date (the first day of each month) is delinquent and will constitute a default by LESSEE. If all rent is not paid on or before the fifth (5) day of the month (the late charge date), LESSEE shall pay the lesser of (i) an initial late charge of \$25.00 plus a late fee of \$1.00 per day thereafter until all delinquent rent and late charges are paid in full; or (ii) the maximum charge for delinquent payment of rent, allowed by applicable state, federal or local statute, regulation, rule, order or ordinance. Daily late charges shall not exceed \$25.00 for any single month's rent.

IV.

The purpose for which the Leased Premises is to be used is for a parking lot for vehicles as an additional use to business operated by LESSEE. LESSEE will restrict the use of the Leased Premises for such purpose, and will not use, or permit the use of, the Lease Premises for any other purpose without first obtaining the consent of LESSOR in writing.

V.

LESSEE will not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the leased Premises to be used for any unlawful purpose.

VI.

LESSOR represents that the Leased Premises are in fit condition for the use as described in Paragraph IV. LESSEE agrees to accept the Leased Premises on possession as being in good state of repair and suitable for such use and purposes. LESSEE agrees to surrender the Leased Premises to LESSOR at the end of the lease term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear.

VII.

Partial destruction of the Leased Premises shall not terminate this Lease, nor shall it render this lease void or voidable, except as provided in this Lease. Nevertheless, LESSEE may terminate this lease upon five (5) days written notice in the event of partial destruction.

VIII.

TO THE EXTENT ALLOWED BY LAW, LESSEE HEREBY HOLDS LESSOR HARMLESS, AND INDEMNIFIES LESSOR, FROM AND AGAINST ANY AND ALL PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, AND ALL CLAIMS, LIABILITIES, LOSSES OR DAMAGE, INCLUDING WITHOUT LIMITATION, PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, CLAIMS, LIABILITIES, LOSSES OR DAMAGES TO PROPERTY OR INJURIES TO PERSONS, OF ANY KIND OR TYPE, CAUSED WHOLLY OR IN PART BY, RESULTING FROM, OR RELATED TO THE NEGLIGENCE OF LESSOR, OR ANY ACT OR OMISSIONS BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES, AND/OR INVITEES, UNDER THE TERMS HEREOF OR FOR ANY CAUSE WHATSOEVER ARISING OUT OF, RELATED TO OR BY REASON OF THE USE OR OCCUPATION OF THE LEASED PREMISES BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES OR INVITEES.

Further, LESSEE shall procure and carry throughout the term of this Lease, insurance as specified in Exhibit "A", hereto or shall provide written documentation satisfactory to LESSOR that the LESSEE is self-insured.

IX.

No improvements of any kind or type are to be placed on Leased Premises by LESSEE and if they are, they shall be removed by LESSEE immediately at the expense of LESSEE.

X.

If LESSEE fails to comply with any conditions and covenants of this Lease, LESSOR may perform these conditions and covenants, at the cost and expense of LESSEE, and the cost of the expense will be added to the next installment of rent and shall be payable by LESSEE as such.

XI.

To the extent allowed by law, all goods and personal property of any kind in or on the Leased Premises will be the sole responsibility of LESSEE, and in no event will LESSOR be liable for any loss or damage to these goods or property for any reason whatsoever.

XII.

This Lease cannot be assigned in whole or in part by LESSEE except upon the express written permission of such assignment by LESSOR, such consent to be at the sole discretion of LESSOR.

XIII.

This Lease may be canceled and terminated by LESSOR for non-payment of rent or failure of LESSEE to keep and perform any of its agreements herein contained (a "Default"), if said Default shall occur and be continuing after then (10) days written notice by LESSOR delivered or mailed to last known address of LESSEE at 407 Flint, Suite 145, Lubbock, Texas 79410, describing said Default.

XIV.

Should the use by the City of the Leased Premises become necessary for other City purposes, at LESSOR's discretion, LESSOR may terminate this Lease upon thirty (30) days written notice to LESSEE. LESSEE will be pro-rated any rent prepaid at the time of such termination.

XV.

Parking on the Leased Premises by LESSEE shall be allowed between the hours of 7:30 a.m. to 6:00 p.m., Monday through Sunday. Except as expressly authorized herein, LESSEE shall have no rights or privileges to utilize the Leased Premises.

XVI.

If there is a need for the LESSOR to utilize all or part of the Leased Premises during the term hereof, LESSEE shall be prohibited from occupying, in any way, the Leased premises, or applicable portion thereof, as provided in the notice to LESSEE provided at least seventy-two (72) hours in advance of the time or times of the City's use of the Leased Premises, or applicable

Exhibit "A"

General Liability:

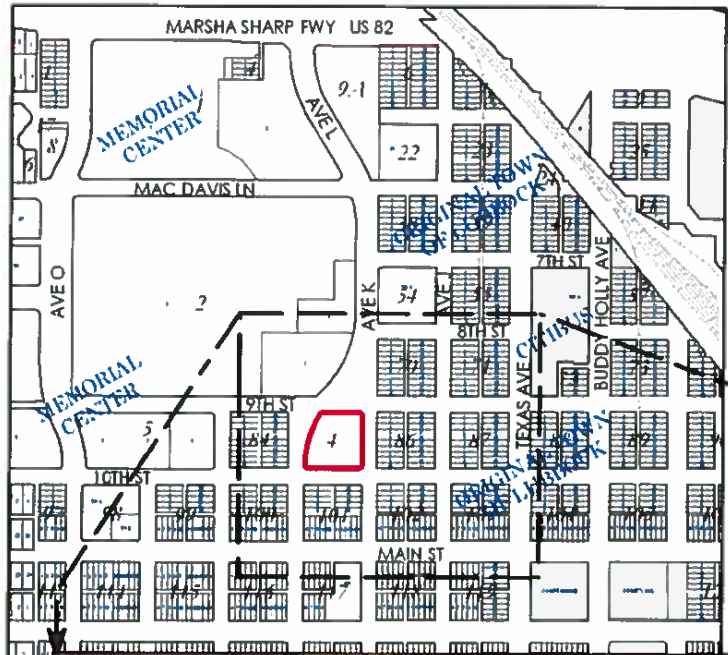
LESSEE's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$500,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad form Contractual Liability
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

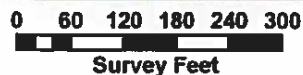
Other Insurance Requirements:

LESSEE shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. A copy of the required endorsements and waivers of subrogation shall be included in the certificate. LESSEE's insurance policy through policy endorsement must name LESSOR as an additional insured and include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Proposed Parking Lot Lease for Block 4, Memorial Center Addition
for Texas Tech University



Parking Lot Lease
Block 4, Memorial Center Addition





Regular City Council Meeting

5. 8.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 1st Reading - Stormwater Engineering: Ordinance amending Chapter 22, Stormwater Regulations, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding enforcement.

Item Summary

Stormwater Regulation Ordinance 2008-O0095 was adopted on November 20, 2008. This amendment cleans up some procedural issues regarding the enforcement portion and provides more flexibility for field inspectors to align with varying situations that have been observed in the field.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance redline

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.11.039 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.039 Enforcement

(a) Enforcement responsibility. The stormwater engineer or his/her designee shall have the responsibility for enforcement of the provisions of this article. The duties of such designee shall include the responsibility of ensuring that all facilities and construction sites conform with this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances, or otherwise of the City of Lubbock. The city manager shall have the authority to adopt policies and procedures ~~not inconsistent~~ consistent with the terms of this article necessary to implement its provisions.

(b) Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, will be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. The penalties set forth herein are non-progressive, and may be assessed in any order.

(c) Nuisances.

(1) An actual or threatened discharge to the MS4 or waters of the United States that violates or would violate this article shall be deemed a nuisance.

(2) A line conveying sanitary sewage or designed to convey sanitary sewage that is connected to the MS4 or waters of the United States shall be deemed a nuisance.

(3) Any premises upon which mobile wash cleaning wastewater has accumulated and which is emitting noxious or offensive odors, or which is creating

an unsanitary condition, or which is injurious to the public health or the environment, shall be deemed a nuisance.

~~(d) Verbal warnings. The stormwater engineer shall retain the authority to provide a verbal warning and instruct an operator of a facility or a construction site that commits any acts prohibited by this article to achieve compliance as determined by the stormwater engineer. The stormwater engineer will provide a reasonable amount of time, but not more than sixty (60) days specific to the occurrence, to remedy the violation.~~

~~(e)~~ (d) Notice of violations/Administrative appeals, interpretations, & variances.

(1) If the stormwater engineer determines that there is ~~a~~ an illicit discharge, a failure to maintain a facility or construction site in conformance with this article, or any other violation of this article, written notice shall be served upon the property owner, operator of record, or responsible party of the construction site or facility. ~~the property owner or operator of record by registered or certified mail to the address of the property owner of record.~~

(2) The notice shall specify the measures, as appropriate, required to attain full compliance with this article, and further shall specify the time within which such measures shall be completed. Failure by the property owner, operator of record, or responsible party of the construction site or facility to comply within the time specified shall be deemed to be a violation of this article subject to the penalties outlined herein.

(3) Any appeals or, interpretations of, or variances to, of administrative decisions of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.

(4) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.

~~(f)~~ (e) Stop work orders.

(1) The stormwater engineer shall retain the authority to issue stop work orders for any construction site in violation of this article.

(2) Stop work orders. If the stormwater engineer determines that compliance subsequent to a notice of violation is not being attained, that a construction site is operating in a dangerous or unsafe manner, or that conditions exist at a construction site that may lead to an illicit discharge, upon written notice of an issuance of a stop work order, such work or conditions shall be immediately terminated or remedied. Written notice of such notice shall be provided to the property owner, operator of record, ~~and or~~ responsible party of the construction site

and shall state the conditions under which work may be resumed. However, where an emergency exists which may result in discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to property, natural resources, wildlife, or habitat written notice shall be delivered as soon as practicable.

(3) Failure to comply with a stop work order shall be deemed to be a violation of this article subject to the penalties outlined herein.

~~(g)~~ (f) Penalties and violations.

(1) Violations of provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with approval of variances) shall constitute an offense punishable by a fine not to exceed \$2,000 per violation per day. Any person who violates this article shall upon conviction thereof be fined in accordance with section 1.01.004 General Provisions of this code. Each day such violation continues shall be considered a separate offense.

(2) The owner or operator of any facility, construction site, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(3) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

~~(h) Appeals, interpretation, & variances.~~

~~(1) Any appeals, interpretations or variances of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.~~

~~(2) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.~~

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

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

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

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.11.039 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.039 Enforcement

(a) Enforcement responsibility. The stormwater engineer or his/her designee shall have the responsibility for enforcement of the provisions of this article. The duties of such designee shall include the responsibility of ensuring that all facilities and construction sites conform with this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances, or otherwise of the City of Lubbock. The city manager shall have the authority to adopt policies and procedures consistent with the terms of this article necessary to implement its provisions.

(b) Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, will be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. The penalties set forth herein are non-progressive, and may be assessed in any order.

(c) Nuisances.

(1) An actual or threatened discharge to the MS4 or waters of the United States that violates or would violate this article shall be deemed a nuisance.

(2) A line conveying sanitary sewage or designed to convey sanitary sewage that is connected to the MS4 or waters of the United States shall be deemed a nuisance.

(3) Any premises upon which mobile wash cleaning wastewater has accumulated and which is emitting noxious or offensive odors, or which is creating an

unsanitary condition, or which is injurious to the public health or the environment, shall be deemed a nuisance.

(d) Notice of violations/Administrative appeals, interpretations, & variances.

(1) If the stormwater engineer determines that there is a violation of this article, written notice shall be served upon the property owner, operator of record, or responsible party of the construction site or facility.

(2) The notice shall specify the measures, as appropriate, required to attain full compliance with this article, and further shall specify the time within which such measures shall be completed. Failure by the property owner, operator of record, or responsible party of the construction site or facility to comply within the time specified shall be deemed to be a violation of this article subject to the penalties outlined herein.

(3) Any appeals or interpretations of, or variances to, administrative decisions of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.

(4) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.

(e) Stop work orders.

(1) The stormwater engineer shall retain the authority to issue stop work orders for any construction site in violation of this article.

(2) If the stormwater engineer determines that compliance subsequent to a notice of violation is not being attained, that a construction site is operating in a dangerous or unsafe manner, or that conditions exist at a construction site that may lead to an illicit discharge, upon written notice of an issuance of a stop work order, such work or conditions shall be immediately terminated or remedied. Written notice of such notice shall be provided to the property owner, operator of record, or responsible party of the construction site and shall state the conditions under which work may be resumed. However, where an emergency exists which may result in discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to property, natural resources, wildlife, or habitat written notice shall be delivered as soon as practicable.

(3) Failure to comply with a stop work order shall be deemed to be a violation of this article subject to the penalties outlined herein.

(f) Penalties and violations.

(1) Violations of provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with approval of variances) shall constitute an offense punishable by a fine not to exceed \$2,000 per violation per day. Any person who violates this article shall upon conviction thereof be fined in accordance with section 1.01.004 General Provisions of this code. Each day such violation continues shall be considered a separate offense.

(2) The owner or operator of any facility, construction site, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(3) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 2. THAT unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law. 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 _____, 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:



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



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

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

Ord.Stormwater Amend. 3.30.16



Regular City Council Meeting

5.9.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10015998 with Dell Marketing LP., for rugged tablets and mounting hardware for the Lubbock Police Department Fleet purchase.

Item Summary

The purchase of the 20 Latitude 7202 Livingstone Rugged Tablets and mounting hardware for the new Police Department vehicles is being made through the City of Lubbock Master Lease program - Fleet Services - Equipment Capital Outlay - Motor Vehicles. The 20 rugged tablets will be installed in the new Police vehicles and will have an average life span of 4-5 years.

The \$70,050 purchase 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 Texas Government Code Chapter 791.025, purchases using DIR contracts meet competitive bid requirements through the DIR program.

Fiscal Impact

The equipment is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Dell Marketing LP

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. 10015998, in the amount of \$70,049.80, for Latitude 7202 Rugged 12 Laptop Computers 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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PURCHASE ORDER

Page - 1
 Date - 03/22/2016
 Order Number 10015998 000 OP
 Branch/Plant 100

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 03/22/2016 Freight
 Requested 05/02/2016 Taken By S SUMMERS
 Delivery Per J Zhine / Req # 47298 Q#1021745152186.1/DIR-SDD-1951

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---------------------------------|---------|------------|----|-----------|--------------|
| Latitude 7202 Rugged 12 Tablet | 20.000 | 2,098.9700 | EA | 41,979.40 | 05/02/2016 |
| 8GB, Intel MY71 Proc #210-AEQJ | | | | | |
| Havis Telescpgng Mountng Device | 20.000 | 105.5900 | EA | 2,111.80 | 05/02/2016 |
| #A7033726 | | | | | |
| Pkg,ACTADP,HDM,Slide,TS,SP | 20.000 | 293.9100 | EA | 5,878.20 | 05/02/2016 |
| #A7631861 | | | | | |
| Havis Quick Rel Slide/UnvKeybd | 20.000 | 47.5100 | EA | 950.20 | 05/02/2016 |
| #A7711575 | | | | | |
| RuggedMbl Keybd w/Ext USB Hubs | 20.000 | 381.9100 | EA | 7,638.20 | 05/02/2016 |
| Touch, VESA Mntg #A7491199 | | | | | |
| 11-16VDC for Dell Input Cable | 20.000 | 93.2700 | EA | 1,865.40 | 05/02/2016 |
| #A8502535 | | | | | |
| Devmt DockSta Dell Lat12 HGant | 20.000 | 379.0000 | EA | 7,580.00 | 05/02/2016 |
| #A8514219 | | | | | |
| Antenna/Ruggd12Tablet LTE WiFi | 20.000 | 102.3300 | EA | 2,046.60 | 05/02/2016 |
| #A8517510 | | | | | |



PURCHASE ORDER

Page - 2
Date - 03/22/2016
Order Number 10015998 000 OP
Branch/Plant 100

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
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Ordered 03/22/2016 Freight
Requested 05/02/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 47298 Q#1021745152186.1/DIR-SDD-1951

| Description/Supplier Item | Ordered | Unit Cost | UM | Extension | Request Date |
|---------------------------|---------|-----------|----|-------------|--------------|
| Terms NET 30 | | | | 70,049.80 | |
| | | | | Total Order | |

This purchase order encumbers funds in the amount of \$70,049.80 awarded to Dell Marketing LP of Round Rock, TX on April 14, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 dated March 14, 2016 Dell Marketing LP of Round Rock, TX. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



Quote 1020151461065.1

CITY OF LUBBOCK

| Salesperson | Quote Details | Billing Details |
|---|-------------------------------------|--|
| Salesperson Name Kevin Prifogle | Quote Date 03/24/2016 | Company Name CITY OF LUBBOCK |
| Salesperson Email Kevin_Prifogle@DELL.com | Quote Validity 04/23/2016 | Customer Number 1784159 |
| Salesperson Phone 18009993355 | Solution ID - | Phone Number 1 (806) 7752626 |
| Salesperson Extension 5139195 | | Address PO BOX 2000 LUBBOCK TX 79457-0001 US |

Price Summary

| Description | Quantity | Unit Price | Subtotal Price |
|---|----------|------------|----------------|
| LAT,7202,LIVINGSTONE | 20 | \$2,098.97 | \$41,979.40 |
| HAVIS 8.5 SIDE MOUNTED TELESCOPING DEVICE MOUNTING BASE: SHORT HANDLE | 20 | \$105.59 | \$2,111.80 |
| Havis C-MD 302 - mounting kit | 20 | \$293.91 | \$5,878.20 |
| HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD | 20 | \$47.51 | \$950.20 |
| RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN | 20 | \$381.91 | \$7,638.20 |
| 11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE | 20 | \$93.27 | \$1,865.40 |

Dell Quote: 1020151461065.1 - CITY OF LUBBOCK

Sales Person: Kevin Prifogle

| | | | |
|--|----|----------|------------|
| Havis Docking Station 600 Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station | 20 | \$379.00 | \$7,580.00 |
|--|----|----------|------------|

| | | | |
|----------------------------------|----|----------|------------|
| For Rugged 12 Tablet. LTE, Wi | 20 | \$102.33 | \$2,046.60 |
|----------------------------------|----|----------|------------|

| | |
|-----------------------|--------------------|
| Subtotal | \$70,049.80 |
| Tax | \$0.00 |
| Shipping and Handling | \$0.00 |
| Environmental Fee | \$0.00 |
| Total | \$70,049.80 |

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Kevin Prifogle

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

| Description | Quantity | Unit Price | Subtotal Price |
|----------------------|----------|------------|----------------|
| LAT,7202,LIVINGSTONE | 20 | \$2,098.97 | \$41,979.40 |

Estimated Delivery Date: 04/20/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|---|----|---|---|
| 210-AEQJ | Latitude 12 Rugged Tablet | 20 | - | - |
| 379-BBXX | Intel Core M-5Y71 processor | 20 | - | - |
| 536-BBMM | Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) | 20 | - | - |
| 338-BHHP | Intel Core M-5Y71 Processor with 8GB Memory and Dedicated GPS | 20 | - | - |
| 451-BBOQ | 2-cell (26Wh) Lithium Ion Secondary Battery | 20 | - | - |
| 658-BCSB | Microsoft Office 30 Day Trial | 20 | - | - |
| 400-AJUE | 128G SSD Latitude, Rugged | 20 | - | - |
| 319-BBDL | 2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones | 20 | - | - |
| 555-BCCH | Intel 7265AC Dual-Band 2x2 802.11 ac WiFi | 20 | - | - |
| 555-BCOP | Wireless LAN card bracket | 20 | - | - |
| 389-BHDB | Regulatory Label for DE5808/DE5809 for Latitude Systems | 20 | - | - |
| 556-BBJD | DW5808E Gobi5000 4G/LTE Wireless WAN Card for AT&T, Latitude Rugged Tablet | 20 | - | - |
| 556-BBKD | WWAN Bracket for Latitude Rugged Tablet | 20 | - | - |
| 954-3465 | No DDPE Encryption Software | 20 | - | - |
| 340-ACQQ | No Option Included | 20 | - | - |
| 631-AAPI | Intel vPro Technologys Advanced Management Features | 20 | - | - |
| 620-AAWD | Recovery media not included | 20 | - | - |
| 370-ACDM | 8GB 1600MHz LPDDR3 Memory | 20 | - | - |
| 555-BCLW | Intel Dual Band Wireless 7265 802.11ac Wi-Fi + BT 4.0 LE Driver | 20 | - | - |
| 537-BBBD | E5 Power Cord (US) | 20 | - | - |
| 332-1286 | US Order | 20 | - | - |
| 451-BBOP | 2-cell (26Wh) Lithium Ion Primary Battery | 20 | - | - |

| | | | | |
|----------|--|----|---|---|
| 340-AAFC | System Shipment, Latitude 7202 | 20 | - | - |
| 340-AQMD | Shipping Material, Shuttle | 20 | - | - |
| 817-BBBB | No FGA | 20 | - | - |
| 634-BENZ | No DDP ESS Software | 20 | - | - |
| 389-BHFU | Regulatory Label for WWAN | 20 | - | - |
| 340-AGIK | Safety/Environment and Regulatory Guide (English/French/Dutch) | 20 | - | - |
| 391-BCDD | 11.6 HD (1366x768) Outdoor-Readable Glove- Capable Touchscreen | 20 | - | - |
| 340-AAUC | Dell Digital Delivery Cirrus Client | 20 | - | - |
| 340-ADFZ | Dell Power Manager | 20 | - | - |
| 340-APSH | Platform Quickset, 7202 | 20 | - | - |
| 422-0052 | SW,MY-DELL,CRRS | 20 | - | - |
| 637-AAAS | Dell Backup and Recovery Basic | 20 | - | - |
| 640-BBDI | Adobe Reader 11 | 20 | - | - |
| 640-BBEU | Dell Data Protection Protected Workspace | 20 | - | - |
| 658-BBMR | Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex | 20 | - | - |
| 658-BBNF | Waves Maxx Audio Royalty | 20 | - | - |
| 492-BBCQ | 45 Watt 3Pin AC Adapter | 20 | - | - |
| 340-APSJ | Getting Started Guide - English | 20 | - | - |
| 340-ACQQ | No Option Included | 20 | - | - |
| 750-AAKI | Flex 2 | 20 | - | - |
| 460-BBEX | No Carrying Case | 20 | - | - |
| 804-0512 | ProSupport Plus: Next Business Day Onsite, 2 Year Extended | 20 | - | - |
| 804-0513 | ProSupport Plus: Next Business Day Onsite, 3 Years | 20 | - | - |
| 975-3461 | Dell Limited Hardware Warranty Extended Year(s) | 20 | - | - |
| 997-6988 | Dell Limited Hardware Warranty Initial Year | 20 | - | - |
| 997-7015 | ProSupport Plus: Accidental Damage Service, 5 Years | 20 | - | - |
| 997-7016 | ProSupport Plus: Keep Your Hard Drive, 5 Years | 20 | - | - |
| 997-7038 | ProSupport Plus: 7x24 Technical Support, 5 Years | 20 | - | - |
| 997-8367 | Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 | 20 | - | - |

| Description | Quantity | Unit Price | Subtotal Price |
|--|----------|------------|----------------|
| HAVIS 8.5 SIDE MOUNTED TELESCOPING DEVICE MOUNTING BASE: SHORT HANDLE | 20 | \$105.59 | \$2,111.80 |

Estimated Delivery Date: 04/26/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|--|----|---|---|
| A7033726 | HAVIS 8.5 SIDE MOUNTED TELESCOPING DEVICE MOUNTING BASE: SHORT HANDLE | 20 | - | - |
|----------|--|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|-------------------------------|----------|------------|----------------|
| Havis C-MD 302 - mounting kit | 20 | \$293.91 | \$5,878.20 |

Estimated Delivery Date: 04/26/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|-------------------------------|----|---|---|
| A7631861 | Havis C-MD 302 - mounting kit | 20 | - | - |
|----------|-------------------------------|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|---|----------|------------|----------------|
| HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD | 20 | \$47.51 | \$950.20 |

Estimated Delivery Date: 04/05/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|---|----|---|---|
| A7711575 | HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD | 20 | - | - |
|----------|---|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|--|----------|------------|----------------|
| RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN | 20 | \$381.91 | \$7,638.20 |

Estimated Delivery Date: 04/12/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|--|----|---|---|
| A7491199 | RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN | 20 | - | - |
|----------|--|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|---|----------|------------|----------------|
| 11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE | 20 | \$93.27 | \$1,865.40 |

Estimated Delivery Date: 04/05/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|---|----|---|---|
| A8502535 | 11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE | 20 | - | - |
|----------|---|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|--|----------|------------|----------------|
| Havis Docking Station 600 Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station | 20 | \$379.00 | \$7,580.00 |

Estimated Delivery Date: 04/18/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|---|----|---|---|
| A8514219 | Havis Docking Station 600 Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station | 20 | - | - |
|----------|---|----|---|---|

| Description | Quantity | Unit Price | Subtotal Price |
|--------------------------------------|----------|------------|----------------|
| For Rugged 12 Tablet. LTE, Wi | 20 | \$102.33 | \$2,046.60 |

Estimated Delivery Date: 04/26/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

| | | | | |
|----------|-------------------------------|----|---|---|
| A8517510 | For Rugged 12 Tablet. LTE, Wi | 20 | - | - |
|----------|-------------------------------|----|---|---|

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related 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 - A Version (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Regular City Council Meeting

5. 10.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12742 with Bug Tech for pest control services for various City facilities, ITB 16-12742-KK.

Item Summary

This contract will establish annual pricing for pest control services for various City facilities.

Bids were received from the following companies, a bid tabulation is provided:

- Bug Tech of Lubbock, TX
- Gafford Pest Control of Lubbock, TX
- Pest Pro Pest Control of Lubbock, TX
- JC's Terminix of Lubbock, TX
- D's Pest Control of Lubbock, TX

Staff recommends contract award to the lowest bidder meeting specifications, Bug Tech for \$14,280. The term of the contract is for one year with the option of three, one year extensions.

Fiscal Impact

A total of \$14,280 is available in 1611.8221 and various other accounts for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

- Resolution & Contract - Bug Tech
 - 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. 12742 as per ITB 16-12742-KK for pest control services at various City of Lubbock buildings, by and between the City of Lubbock and Bug Tech, 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:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

**City of Lubbock, TX
Contract for
Pest Control Services**

THIS CONTRACT made and entered into this **14th** day of **April, 2016**, by and between the City of Lubbock ("City"), and **Bug Tech**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for pest control 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 pest control.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Pest Control and more specifically referred to as Items 1 thru 34 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of three, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 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:

| <u>TYPE</u> | <u>AMOUNT</u> |
|------------------------------|-------------------|
| Commercial General Liability | \$1,000,000 |
| Per Occurrence: | |
| General Aggregate | |
| Products-Comp /Op AGG | |
| Personal and Adv. Injury | |
| Contractual Liability | |
| | |
| Automotive Liability | \$1,000,000 |
| Any Auto | |
| Per Occurrence: | |
| Employers' Liability | \$500,000 |
| Or | |
| Workers Compensation | Statutory Amounts |
| | |
| Pollution | \$1,000,000 |

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

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

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

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

7. 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. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12742-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

CONTRACTOR

Glen C. Robertson, Mayor

BY 
Authorized Representative

ATTEST:

Michael S. Askew
Print Name

Rebecca Garza, City Secretary

6613 19th
Address

APPROVED AS TO CONTENT:

Lubbock, Tx 79407
City, State, Zip Code


Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:


Justin Pruitt, Assistant City Attorney

**City of Lubbock, TX
ITB 16-12742-KK
Pest Control Services
Specifications**

1. GENERAL

The City of Lubbock is interested in selecting vendor(s) offering the best value for city-wide pest control services at various locations up to 25 miles outside the city limits of the City of Lubbock. Pest control services shall be performed at facilities on a regularly scheduled basis as well as on an on-call/emergency basis. This contract may be further expanded to any City of Lubbock location to include any pest control services normally provided by the vendor so long as the price of such additional service is based on the same cost/profit formula as the listed items.

2. LOCATIONS

| BUILDINGS | ADDRESS | APPROX SQUARE FOOTAGE | FREQUENCY | AREAS SERVICED |
|--------------------------------|---------------------|-----------------------|-----------|--|
| City Hall | 1625 13th | 103,667 | Monthly | All Hallways and Bathrooms, Common areas, Facilities Management offices and problem |
| Municipal Square | 916 Texas | 119,847 | Monthly | |
| Jail Holding cells | 916 Texas | 4,385 | Monthly | Entire area, all cells, offices, holding rooms, hallways & bathrooms to both exits |
| City Prosecutors Office | 916 Texas | 1,246 | Monthly | Entire area |
| Municipal Courts | 916 Texas | 5,250 | Monthly | Entire area |
| Police Admin | 916 Texas | 10,600 | Monthly | Entire area |
| Police Records | 916 Texas | 8,182 | Monthly | Entire area |
| Comm Center & Training Area | 916 Texas | 4,120 | Monthly | Entire area |
| Teen Courts | 916 Texas | 1,825 | Monthly | Entire area |
| Police Property Room | 816 Texas | 12,100 | Monthly | Entire area, offices, and entire storage area and exterior |
| Police Offices | 1010 9th | 500 | Monthly | Entire interior and exterior |
| Health Dept | 806 18th | 5,800 | Monthly | Lobby's, hallways, bathrooms, offices, breakroom and exterior.- Quarterly entire lab |
| Mahon Library | 1306 9th | 73,537 | Monthly | Front desk and offices, south office, common areas, Conference room, kitchen, bathrooms and exterior |
| Groves Library | 5520 19th | 10,084 | Monthly | Front lobby, offices book return area, conference room, bathrooms, hallway and exterior |
| Patterson Library | 1836 Parkway | 10,084 | Monthly | Front lobby, offices book return area, conference room, bathrooms, hallway and exterior |
| Godeke Library | 5034 Frankford Ave | 14,000 | Monthly | Entire building, interior & exterior |
| Traffic Sign & Signal Building | 206 Municipal Drive | 6,202 | Monthly | Entire building, interior & exterior |
| Lubbock Business Center | 1301 Broadway | 66,733 | Monthly | All common areas |
| Vector Control | 201 Ash | 8,000 | Quarterly | Pest & rodent control, entire interior and exterior |

| | | | | |
|----------------------------------|---------------------|--------|-----------|--|
| Police Academy- Reese | 508 Davis | 26,668 | Quarterly | Quarterly service, entire building Interior & exterior |
| Fleet Services | 206 Municipal Drive | 5,000 | Monthly | Entire office areas, 1st & 2nd floor |
| Garden & Arts | 4215 University | 6,732 | Monthly | Entire Building |
| St Pauls Church | 4215 University | 720 | Quarterly | Entire Building |
| CD/Parks/IT | 1611 10th Street | 18,500 | Quarterly | Entire Building |
| Buddy Holly Center | 1801 Crickets | 11,769 | Quarterly | Entire Building |
| Silent Wings Museum | 6202 N I-27 | 22,000 | Monthly | Rodent Control |
| Silent Wings Museum | 6202 N I-27 | 22,000 | Quarterly | Pest entire interior and exterior |
| Cemetery Buildings | 2011 E 31st | 1,250 | Quarterly | Pest & rodent control, entire interior and exterior |
| Solid Waste | 208 Municipal Dr | 2,500 | Monthly | |
| Solid Waste | 1631 84th | 3,620 | Monthly | |
| North Water Treatment Plant | 6001 N Guava | 15,750 | Monthly | Administration, Maintenance and Electric building |
| South Water Treatment Plant | 5114 E 1585 | 7,850 | Monthly | Raw Water, sludge, Surger, Administration, High Service buildings; Pest control on outside by doors (12) |
| Water Treatment Booster Stations | | 15,000 | Monthly | Post Booster Stations and Lake Alan Henry |
| Radio Shop | 530 36th Street | 13,950 | Quarterly | |

**Square footage is for the entire building and does not reflect the actual areas serviced.

3. MINIMUM REQUIREMENTS

Services shall include treatment for the entire area in all facilities of all types of pests and rodents such as rats, mice and all insects including all spiders through a prescribed and approved method of extermination.

4. SCOPE OF SERVICES

- 4.1 The successful vendor will perform Pest Control Services in and around the City of Lubbock locations as specified on a monthly or quarterly schedule or on an as needed basis. There shall be no charge for preliminary site investigations or problem analyses.
- 4.2 Exterior rodent bait stations are to be placed on the outside of each building approximately 50 to 75 feet apart. The bait stations are needed to be secured to the ground and be in a tamperproof bait station. Monthly and regular maintenance cost must be included in the unit cost. Services to be on an as-needed basis and upon request.
- 4.3 Interior Rodent Multiple Catch Trap are to prevent rodents from being exterminated in inaccessible places. The successful vendor will provide an adequate number of multiple catch traps throughout the entire building. Regular maintenance cost must be included in the unit cost. Services to be on an as-needed basis and upon request.
- 4.2 The successful vendor shall be responsible for furnishing all professional services, labor, materials, tools, equipment, supplies, permits, insurance, fees, etc., in order to carry out the provisions for these specifications in the most modern and professional manner.
- 4.3 The successful vendor will have restricted access to some parts of the buildings and areas, however, generally, access to the routinely serviced buildings and areas shall be Monday through Friday, 8:00 A.M. – 5:00 P.M. excluding weekends and holidays. The Facilities Supervisor, or his designated representative, must approve all requests for access to any building or area regardless of what day or what time is requested.

- 4.3 The successful vendor will meet requirements of the United States Environmental Protection Agency and the Texas Department of Agriculture in all aspects of services and performed by a licensed certified commercial applicator.
- 4.4 Only Environmental Protection Agency (EPA) and Texas Department of Agriculture (TDA) approved non-flammable, non-injurious products may be used for work under this contract. All materials used under this contract must be in compliance with the City, Federal and State regulations and specifically approved for areas in which they are to be used.
- 4.5 Vendor must supply the Material Safety Data Sheets for the pesticides used in the spraying process with bid submittal. Bids without MSDS Sheets will be considered incomplete and may be grounds for bidder disqualification.
- 4.6 The word "CONTROL" is defined as the periodic eradication of existing infestation within practical limits.
- 4.7 The control of pests will include the prevention of re-infestation, as well as any existing infestation. Each spraying service visit must be thorough.
- 4.8 The successful Contractor will control the entire area in all facilities of all types of pests and rodents such as rats, mice and all insects including all spiders through a prescribed and approved method of extermination. Insects to be controlled shall include, but not limited to troublesome insect pests such as flies, roaches, ants, fire ants, crickets, termites, fleas, flies and silverfish. Ant and roach bait stations must be available on an as-needed basis at no additional cost to the City.
- 4.9 Metal traps and glue boards may be used whenever practical to prevent rodents from being exterminated in inaccessible places. Glue boards and traps must be available on an as-needed basis. Each service technician needs to have these items available at the time of the monthly service.
- 4.10 The contract will cover all initial inspections and treatment at each location monthly (or as noted on list), and shall be subject to re-application with no additional fee, as necessary to achieve and maintain satisfactory results. If the City inspects a facility and finds an infestation, a re-application of service to the facility will be completed within two (2) working days.
- 4.11 The Contractor shall supply between scheduled visits glue boards, roach bait stations, fly bait in summer, and pyrethrin spray.
- 4.12 All rodent bait must be in receptacles so the public cannot come in contact with the materials used. Receptacles will not be placed readily accessible to the public. Approved bait boxes shall be used in all food areas in lieu of glue boards. In addition to normal treatment, if an infestation is present, additional bombing during periods when the facility is closed may be necessary. This procedure is to be conducted by the contractor if the circumstances require this approach. Also, if flies or ants are present in a food area, the facility should be provided an approved product for control of these pests.
- 4.13 Special care shall be used to reduce the possibility of accidents to humans and domestic animals.
- 4.14 The Successful Vendor shall enter, inspect and treat (as necessary) all of the designated buildings.
- 4.15 The Contractor shall submit monthly pest management reports to the City's Facility Management Coordinator. The reports shall cover existing conditions contributing to the pest activity as well as recommendations.
- 4.16 Each building serviced must have a notice of service date posted on a posting board in a common area.

5. SPECIFICATIONS

- 5.1 The Contractor shall perform all work according to these specifications.
- 5.2 The contract shall execute in accordance the Hazard Communication Program attached hereto as part of this bid.

5.3 Preventative Methods (non-chemical):

- a) **Building inspection:** The Contractor will inspect inside and outside the facility, around the dumpsters, all crawl areas (with the exception of crawl areas which have been identified as containing asbestos material), around all points of possible entry and drop ceilings, looking for pest entry points.
- b) **Reporting deficiencies:** The Contractor will report any structural or sanitation deficiencies to the Contact Person.
- c) **Correction of deficiencies:** The Contractor will recommend methods of denying access or habitat to pests, to the Contact Person, i.e. watching vendors delivering food supplies, eliminating storage of unnecessary boxes and paper products, fixing water leaks, sanitation improvements or other things which could harbor pests. Identification of termite infestation.

5.4 Preventative Methods (chemical):

Reporting procedures: the Contractor will give a twenty-four (24) hour notice to the Contact Person prior to using chemicals to control pests.

- a) The Contractor will post a notification in each building as to times and days of services are provided.
- b) The Contractor will provide a MATERIAL SAFETY DATA SHEET to the Contact Person prior to the use of any chemical at a location.
- d) **Areas to treat with chemicals:** All accessible crawl areas, which need chemical treatment to control pests. The Contractor will check with the Contact Person to insure that a crawl space does not contain asbestos material before they enter a crawl space.
- e) All rodent holes will be chemically treated, deep enough to insure it is out of the reach of the public and domestic animals.
- f) Chemical treatment, of spaces in drop ceilings and kitchen areas where infestation is found, may be necessary.
- g) **When to treat with chemicals:** The Contractor will treat with chemicals when all other methods of control have proven ineffective.
- h) The Contractor will use the LEAST toxic chemicals to control pests. Other approved chemicals will be used only if the least toxic chemicals prove to be ineffective in controlling pest populations.
- i) The Contractor will communicate with the Contact Person to insure areas to be chemically treated are unoccupied until the treated area is safe to re-occupy.
- j) The Contractor will not use chemicals, which appear on the Texas Agriculture Department's Restricted Use List, now or in the future.

5.5 Training and Qualifications:

- a) Bidder will furnish a current and valid copy of Texas State Applicators License with their bid submittal. In the event that the license expires during the term of the contract, it will be the contractor's responsibility to provide the owner with a copy of the updated license within fifteen (15) days of renewal. Failure to provide said copy shall be grounds for termination of the contract.
- b) The bidder shall supply a minimum of three (3) commercial account references with their bid submittal. All references shall be companies with whom the bidder has provided service in the past three (3) years. References supplied shall include at least one (1) office complex of at least 80,000 square feet.

- c) The Contractor and all technicians servicing the City of Lubbock will be knowledgeable of the Hazard Communication Program.
 - d) The Contractor will familiarize the contact person with Hazard Communication Programs during services.
 - e) All service technicians must be current and have a valid license by the Texas Department of Agriculture.
- 5.6 Follow-up Procedures: The Contractor will follow-up at no charge to the City, within fourteen (14) working days of treatment in an infested area(s) to insure eggs that have hatched will be eliminated.
- 5.7 An additional follow-up will be done if the first follow-up proves to be unsuccessful in controlling pests. (RESTRICTED USE Chemicals will be used).
- 5.8 Supplementary Chemical Applications: The Contact Person must approve any supplemental chemical applications at its location(s).
- 5.9 Contractor Contact: The contractor and or contractor appointee shall be accessible via cell phone, pager or any other means of communication during regular business hours. Those numbers shall be furnished to the City of Lubbock Contact and any appointed city Agent(s).
- 5.10 Emergency Contact: Contractor shall provide the City with the name and emergency phone number of Contractor's representative responsible for handling service requests during and after normal business hours and updating the purchasing department if information is changed.
- 5.11 All non-emergency service treatments are to be completed within seventy two (72) hours of request at no additional expense to the City of Lubbock. Emergency service treatments are to be completed in four (24) hours of request at no additional cost to the City. The City of Lubbock will determine what constitutes an emergency.

BID FORM
Pest Control Services
City of Lubbock, TX
ITB 16-12742-KK

In compliance with the Invitation to Bid 16-12742-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, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 16-12742-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

| ITEM | DESCRIPTION (SEE SPECS) | U/M | QTY (A) | SQUARE FOOTAGE | UNIT COST (PER APPLICATION) (B) | EXTENDED ANNUAL COST (A X B) |
|---|--------------------------------|-----------|------------|-------------------|---------------------------------------|------------------------------------|
| Departments Billed to Facilities | | | | | | |
| 1. | City Hall | Monthly | 12 | 103,667 | \$ 54 | 648 |
| 2. | Municipal Square | Monthly | 12 | 119,847 | 75 | 900 |
| 3. | Jail Holding cells | Monthly | 12 | 4,385 | 37 | 444 |
| 4. | City Prosecutors Office | Monthly | 12 | 1,246 | 28 | 336 |
| 5. | Municipal Courts | Monthly | 12 | 5,250 | 36 | 432 |
| 6. | Police Admin | Monthly | 12 | 10,600 | 44 | 528 |
| 7. | Police Records | Monthly | 12 | 8,182 | 44 | 528 |
| 8. | Comm Center & training area | Monthly | 12 | 4,120 | 37 | 444 |
| 9. | Teen Courts | Monthly | 12 | 1,825 | 28 | 336 |
| 10. | Police Property Room | Monthly | 12 | 12,100 | 37 | 444 |
| 11. | Police Offices | Monthly | 12 | 500 | 20 | 240 |
| 12. | Health Dept | Monthly | 12 | 5,800 | 61 | 732 |
| 13. | Mahon Library | Monthly | 12 | 73,537 | 67 | 904 |
| 14. | Groves Library | Monthly | 12 | 10,084 | 45 | 540 |
| 15. | Patterson Library | Monthly | 12 | 10,084 | 45 | 540 |
| 16. | Godeke Library | Monthly | 12 | 14,000 | 49 | 588 |
| 17. | Traffic Sign & Signal Building | Monthly | 12 | 6,202 | 45 | 540 |
| 18. | Lubbock Business Center | Monthly | 12 | 66,733 | 45 | 540 |
| 19. | Vector Control | Quarterly | 4 | 8,000 | 34 | 136 |
| 20. | Police Academy- Reese | Quarterly | 4 | 26,668 | 51 | 204 |
| 21. | Fleet Services | Monthly | 12 | 5,000 | 34 | 408 |
| 22. | Garden & Arts | Monthly | 12 | 6,732 | 37 | 444 |

| | | | | | | |
|---|----------------------------------|-----------|----|--------|------------------|-----------|
| 23. | St Pauls Church | Quarterly | 4 | 720 | 20 | 80 |
| 24. | CD/Parks/IT | Quarterly | 4 | 18,500 | 39 | 156 |
| 25. | Buddy Holly Center | Quarterly | 4 | 11,769 | 34 | 136 |
| 26. | Silent Wings Museum | Monthly | 12 | 22,000 | 42 | 504 |
| 27. | Silent Wings Museum | Quarterly | 4 | 22,000 | 42 | 504 |
| Departments Billed to Themselves | | | | | | |
| 28. | Cemetery Buildings | Quarterly | 4 | 1,250 | 38 | 162 |
| 29. | Solid Waste-208 Municipal | Monthly | 12 | 2,500 | 30 30 | 360 |
| 30. | Solid Waste-1631 84th | Monthly | 12 | 3,620 | 31 | 372 |
| 31. | North Water Treatment Plant | Monthly | 12 | 15,750 | 42 | 504 |
| 32. | South Water Treatment Plant | Monthly | 12 | 7,850 | 36 | 432 |
| 33. | Water Treatment Booster Stations | Monthly | 12 | 15,000 | 42 | 504 |
| 34. | Radio Shop | Quarterly | 4 | 13,950 | 39 | 156 |
| Total | | | | | | \$ 14,616 |

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

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 pest control 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 _____%, 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?

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 Bug Tech 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: Bug Tech
Address: lot 13 19th Street
City: Lubbock State: Texas Zip: 79407

Bidder acknowledges receipt of the following addenda:

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

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

By: [Signature] Date: 3-15-16
Authorized Representative - must sign by hand

Officer Name and Title: Michael Askew
Please Print

Business Telephone Number (806) 771-5142 FAX: (806) 795-2916

E-mail Address: micmel@bettercallbugtech.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
Facilities
Bid Tabulation
April 14, 2016**

ITB 16-12742-KK
Pest Control Services

| Annual | | | | Per Application | Total Annual |
|--------|--------------|-------------------------------------|-------------|-----------------|--------------|
| Item | Applications | Description/Vendor | Location | Cost | Cost |
| 1 | 12 | City Hall | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | \$ 45 | 540 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 50 | 600 |
| | | Bug Tech | Lubbock, TX | 54 | 648 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 124 | 1,488 |
| | | D's Pest Control, Inc. | Lubbock, TX | 150 | 1,800 |
| 2 | 12 | Municipal Square | | | |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 72 | 864 |
| | | Bug Tech | Lubbock, TX | 75 | 900 |
| | | D's Pest Control, Inc. | Lubbock, TX | 150 | 1,800 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 165 | 1,980 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 175 | 2,100 |
| 3 | 12 | Jail Holding cells | | | |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 35 | 414 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 37 | 444 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| 4 | 12 | City Prosecutors Office | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 25 | 294 |
| | | D's Pest Control, Inc. | Lubbock, TX | 25 | 300 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 25 | 300 |
| | | Bug Tech | Lubbock, TX | 28 | 336 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| 5 | 12 | Municipal Courts | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 34 | 408 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 36 | 432 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| 6 | 12 | Police Admin | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 39 | 462 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Bug Tech | Lubbock, TX | 44 | 528 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 48 | 576 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 7 | 12 | Police Records | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 39 | 462 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Bug Tech | Lubbock, TX | 44 | 528 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 48 | 576 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |

**City of Lubbock, TX
Facilities
Bid Tabulation
April 14, 2016**

ITB 16-12742-KK
Pest Control Services
Annual

| Item | Applications | Description/Vendor | Location | Per Application Cost | Total Annual Cost |
|-------------------------------------|--------------|-------------------------------------|-------------|----------------------|-------------------|
| 8 | 12 | Comm Center & training area | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 30 | 360 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 37 | 444 |
| D's Pest Control, Inc. | Lubbock, TX | 50 | 600 | | |
| 9 | 12 | Teen Courts | | | |
| | | D's Pest Control, Inc. | Lubbock, TX | 25 | 300 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 25 | 300 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 25 | 300 |
| | | Bug Tech | Lubbock, TX | 28 | 336 |
| J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 | | |
| 10 | 12 | Police Property Room | | | |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 35 | 419 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 37 | 444 |
| D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 | | |
| 11 | 12 | Police Offices | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 9 | 108 |
| | | Bug Tech | Lubbock, TX | 20 | 240 |
| | | D's Pest Control, Inc. | Lubbock, TX | 25 | 300 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 25 | 300 |
| Gafford Pest Control Services, Inc. | Lubbock, TX | 25 | 300 | | |
| 12 | 12 | Health Dept | | | |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 42 | 504 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 58 | 696 |
| Bug Tech | Lubbock, TX | 61 | 732 | | |
| 13 | 12 | Mahon Library | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 63 | 756 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 65 | 780 |
| | | Bug Tech | Lubbock, TX | 67 | 804 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 68 | 816 |
| D's Pest Control, Inc. | Lubbock, TX | 150 | 1,800 | | |
| 14 | 12 | Groves Library | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 38 | 456 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Bug Tech | Lubbock, TX | 45 | 540 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 48 | 576 |
| D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 | | |

**City of Lubbock, TX
Facilities
Bid Tabulation
April 14, 2016**

ITB 16-12742-KK
Pest Control Services

| Item | Applications | Description/Vendor | Location | Per Application Cost | Total Annual Cost |
|------|--------------|-------------------------------------|-------------|----------------------|-------------------|
| 15 | 12 | Patterson Library | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 38 | 456 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Bug Tech | Lubbock, TX | 45 | 540 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 58 | 696 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 16 | 12 | Godeke Library | | | |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 38 | 456 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 45 | 540 |
| | | Bug Tech | Lubbock, TX | 49 | 588 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 17 | 12 | Traffic Sign & Signal Building | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 33 | 390 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 45 | 540 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 68 | 816 |
| 18 | 12 | Lubbock Business Center | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 42 | 504 |
| | | Bug Tech | Lubbock, TX | 45 | 540 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 45 | 540 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 68 | 816 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 19 | 4 | Vector Control | | | |
| | | Bug Tech | Lubbock, TX | 34 | 136 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 160 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 45 | 180 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 60 | 240 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |
| 20 | 4 | Police Academy- Reese | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 42 | 168 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 50 | 200 |
| | | Bug Tech | Lubbock, TX | 51 | 204 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 84 | 336 |
| | | D's Pest Control, Inc. | Lubbock, TX | 200 | 800 |
| 21 | 12 | Fleet Services | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 27 | 326 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 30 | 360 |
| | | Bug Tech | Lubbock, TX | 34 | 408 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |

**City of Lubbock, TX
Facilities
Bid Tabulation
April 14, 2016**

ITB 16-12742-KK
Pest Control Services

| Annual | | | | Per Application | Total Annual |
|--------|--------------|-------------------------------------|-------------|-----------------|--------------|
| Item | Applications | Description/Vendor | Location | Cost | Cost |
| 22 | 12 | Garden & Arts | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 27 | 326 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 35 | 420 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 37 | 444 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| 23 | 4 | St Pauls Church | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 18 | 70 |
| | | Bug Tech | Lubbock, TX | 20 | 80 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 25 | 100 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 200 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 60 | 240 |
| 24 | 4 | CD/Parks/IT | | | |
| | | Bug Tech | Lubbock, TX | 39 | 156 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 42 | 168 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 45 | 180 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 75 | 300 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |
| 25 | 4 | Buddy Holly Center | | | |
| | | Bug Tech | Lubbock, TX | 34 | 136 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 140 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 38 | 152 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 65 | 260 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |
| 26 | 12 | Silent Wings Museum | | | |
| | | Bug Tech | Lubbock, TX | 42 | 504 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 50 | 600 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 50 | 600 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 51 | 612 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 27 | 4 | Silent Wings Museum | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 42 | 168 |
| | | Bug Tech | Lubbock, TX | 42 | 168 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 50 | 200 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 50 | 200 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |
| 28 | 4 | Cemetery Buildings | | | |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 25 | 100 |
| | | Bug Tech | Lubbock, TX | 38 | 152 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 40 | 160 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 65 | 260 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |

**City of Lubbock, TX
Facilities
Bid Tabulation
April 14, 2016**

ITB 16-12742-KK
Pest Control Services

| Item | Annual Applications | Description/Vendor | Location | Per Application Cost | Total Annual Cost |
|------|---------------------|-------------------------------------|-------------|----------------------|-------------------|
| 29 | 12 | Solid Waste-208 Municipal | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 24 | 288 |
| | | Bug Tech | Lubbock, TX | 30 | 360 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 48 | 576 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| 30 | 12 | Solid Waste-1631 84th | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 30 | 359 |
| | | Bug Tech | Lubbock, TX | 31 | 372 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 34 | 408 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | D's Pest Control, Inc. | Lubbock, TX | 50 | 600 |
| 31 | 12 | North Water Treatment Plant | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 40 | 480 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 40 | 480 |
| | | Bug Tech | Lubbock, TX | 42 | 504 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 58 | 696 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 32 | 12 | South Water Treatment Plant | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 27 | 326 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 35 | 420 |
| | | Bug Tech | Lubbock, TX | 36 | 432 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 42 | 504 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| 33 | 12 | Water Treatment Booster Stations | | | |
| | | Bug Tech | Lubbock, TX | 42 | 504 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 45 | 540 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 58 | 696 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 1,200 |
| | | Pest Pro Pest Control Services | Lubbock, TX | 147 | 1,764 |
| 34 | 4 | Radio Shop | | | |
| | | Pest Pro Pest Control Services | Lubbock, TX | 39 | 156 |
| | | Bug Tech | Lubbock, TX | 39 | 156 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | 45 | 180 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | 70 | 280 |
| | | D's Pest Control, Inc. | Lubbock, TX | 100 | 400 |
| | | All or None | | | |
| | | Bug Tech | Lubbock, TX | | \$ 14,280 |
| | | Gafford Pest Control Services, Inc. | Lubbock, TX | | 14,880 |
| | | Pest Pro Pest Control Services | Lubbock, TX | | 14,974 |
| | | J.C.'s Terminix, Inc. | Lubbock, TX | | 17,500 |
| | | D's Pest Control, Inc. | Lubbock, TX | | 28,300 |



Regular City Council Meeting

5. 11.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to execute a contract 12796 for a Consulting Laboratory Director and Clinical Consultant, and any associated documents with the Texas Tech University Health Sciences Center (TTUHSC).

Item Summary

This contract with the TTUHSC shall provide services to the Health Department Laboratory for a Consulting Laboratory Director and Clinical Consultant. These positions are required by the Clinical Laboratory Improvement Amendments (CLIA) regulating agency to insure the clinical laboratory operates according to CLIA guidelines. Responsibilities will include:

- TTUHSC will assign the services of Hal Larsen, Ph.D., MT (ASCP, CLS (NCA));
- In case Dr. Larsen cannot fulfill his obligations for the term of the contract another suitable member of the TTUHC faculty will be assigned;
- Ensure testing systems provide quality services in all aspects of test performance;
- Ensure a qualified general supervisor is available to provide day-to-day supervision;
- Ensure test procedures are reviewed and followed; and
- Be available for consultation.

Fiscal Impact

The City of Lubbock will pay TTUHSC \$475 per month. The maximum amount paid is not to exceed \$5,700 per year or \$28,500 over the next 5 years.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - Consulting Laboratory Director

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 Consulting Laboratory Director Agreement (City of Lubbock Health Department Consulting Laboratory Director and Clinical Consultant Agreement) between the City of Lubbock and Texas Tech University Health Sciences Center to provide the professional services of a qualified physician to act as Consulting Laboratory Director and Clinical Consultant for the City of Lubbock Health Department. Said Consulting Laboratory Director 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.

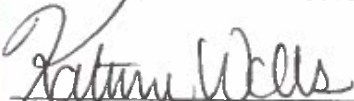
Passed by the City Council this _____ 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Katherine Wells, City of Lubbock Health Director

APPROVED AS TO FORM:


John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Agreement-COLHD Lab Dir.2016.doc

**CONSULTING LABORATORY DIRECTOR AGREEMENT
(City of Lubbock Health Department Consulting Laboratory Director and Clinical Consultant)**

This is a Consulting Laboratory Director Agreement between the City of Lubbock, acting by and through its Health Department (hereafter referred to as COLHD), and **THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**, on behalf of its School of Health Professions, Department of Laboratory Sciences and Primary Care, Lubbock Campus, (hereafter referred to as TTUHSC). Funding for this Agreement will be provided by the City of Lubbock general funding.

SERVICES TO BE PROVIDED

TTUHSC hereby agrees to provide the City of Lubbock Health Department with the professional services of **HAL LARSEN, Ph.D., MT (ASCP), CLS (NCA)** (hereafter referred to as "Dr. Larsen", a TTUHSC employee) to act as **Consulting Laboratory Director and Clinical Consultant** for the COLHD, subject to approval by the City Council of the City of Lubbock.

In the event that Dr. Larsen is unable to fulfill his obligations for the term of this contract, TTUHSC agrees to provide a suitable member of its faculty to perform the services of Consulting Laboratory Director and Clinical Consultant for the COLHD as set forth in this Agreement.

TTUHSC agrees its employed, Dr. Larsen, as Consulting Laboratory Director for the COLHD, shall perform the following duties under the administrative supervision of the City of Lubbock Health Department Manager:

1. Ensure testing systems in the laboratory provide quality services in all aspects of test performance (i.e., the pre-analytic, analytic, and post-analytic phases of testing) and that testing systems are appropriate for patient population, and shall specifically:
 - a. Know and understand CLIA '88 laws and regulations.
 - b. Advise COLHD support staff regarding compliance activities.
2. Ensure physical and environmental conditions of the laboratory are adequate and appropriate for the testing performed.
3. Ensure the environment for employees is safe from physical, chemical and biological hazards and safety and that biohazard requirements are followed.
4. Ensure a general supervisor is available to provide day-to-day supervision of all testing personnel and reporting of test results as well as provide on-site supervision for specific minimally qualified testing personnel when they are performing high complexity testing.

5. Ensure each employee's responsibilities and duties are specified in writing.
6. Ensure that sufficient numbers of appropriately educated, experienced, and/or trained personnel are employed to provide appropriate consultation, and accurate performance of tests and reporting of test results in accordance with the written duties and responsibilities specified by the Provider.
7. Ensure new test procedures are:
 - a. reviewed,
 - b. included in the procedure manual, and
 - c. followed by COLHD personnel.
8. Ensure that test reports include pertinent information for test interpretation.
9. Be available for consultation concerning test results, and the interpretation of those results, as they relate to specific patient conditions.

In addition the following general terms are agreed upon by the City of Lubbock and the Provider:

1. **The Consulting Laboratory Director and Clinical Consultant assigned by the Provider shall meet minimal requirements set forth by CLIA '88 regulation.**
2. **COLHD will provide orientation and program training to the Consulting Laboratory Director and Clinical Consultant assigned by the Provider, as needed.**
3. **COLHD will maintain enrollment and participation in an appropriate proficiency testing program for each clinical test performed.**
4. **COLHD will promptly inform the Consulting Laboratory Director and Clinical Consultant assigned by the Provider of laboratory personnel changes and provide new employee educational and experience qualifications for review.**
5. **COLHD will promptly inform the Consulting Laboratory Director and Clinical Consultant assigned by the Provider of changes in testing procedures, including the addition and discontinuation of clinical procedures.**
7. **COLHD Program Supervisors will be responsible for supervision, coordination, and evaluation of client services.**

8. COLHD Program Supervisors will submit verification of the participation of the **Consulting Laboratory Director and Clinical Consultant** assigned by the Provider to the Customer Services Representative responsible for processing payment requests.

Each party represents and warrants on behalf of itself, that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefits given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to the other party.

The City of Lubbock will pay TTUHSC **FOUR HUNDRED SEVENTY-FIVE (\$475.00)** per month for approximately four hours of service per month, using the established procedures of the City of Lubbock. Both parties agree that Consulting Laboratory Director shall maintain a log of time spent with a description of the activities for each time period.

TTUHSC and COLHD represent and warrant that neither Party has been excluded from any federal healthcare program, that no basis for such exclusion exists, to the best of the parties' knowledge, and that neither Party has been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Both parties agree to notify the other immediately if either is subject to an inquiry, investigation, or final adverse action by a government agency, third-party payor, or intermediary as to the provision of services under this Agreement.

TTUHSC and COLHD acknowledge that, as governmental entities, neither party may indemnify the other against claims, demands, actions, liabilities, or expenses (including reasonable attorney's fees) arising out of the actions or omissions of the other party. TTUHSC and COLHD agree that they will be responsible for the actions or omissions of their own employees and agents, in connection with this Agreement. This provision shall survive any termination or expiration of this Agreement.

Pursuant to 42 U.S.C. Section 1395x(v) (1)(I) and 42 C.F.R. Part 420, Subpart D Section 420.300 et seq., TTUHSC and COLHD shall, until the expiration of four (4) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided by Physician under this Agreement are carried out by means of a subcontract with an organization related to TTUHSC/Physician, and such related organization provides the services at a value or cost of \$10,000.00 or more over a twelve-month period, then the subcontract between

TTUHSC/Physician and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

This agreement made this 11th day of February 2016, 2015, effective September 1, 2015, and may be continued by mutual agreement by both parties from year to year for a maximum of four additional one-year terms. Terms may be (1) renegotiated, or (2) terminated, by either Party upon thirty (30) days written notice to the other Party.

CITY OF LUBBOCK:

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER:

BY: _____
Glen C. Robertson
Mayor

Elmo M. Cavin
BY: Elmo Cavin (Feb 11, 2016)
Elmo M. Cavin
Executive Vice President

DATE: _____

DATE: Feb 11, 2016

ATTEST:

Although not a Party to this Agreement, I hereby acknowledge that I have read this Agreement and understand the obligations hereunder:

Rebecca Garza,
City Secretary

Hal Larsen

Hal Larsen, Ph.D., MT (ASCP), CLS
(NCA)

APPROVED AS TO CONTENT:

Ratton Wells

City of Lubbock Health Director

APPROVED AS TO FORM:

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

3/26/2015

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 MEDPLUS, LLC (LIC. 7138 & 7139) 9555 W Sam Houston Pkwy #475 Houston, TX 77099 | CONTACT NAME: Dennis Borne |
| | PHONE (A/C No. Ext): (713) 995-1842 FAX (A/C No): (713) 995-0692 E-MAIL ADDRESS: dennis@medplusllc.com |
| INSURED Texas Tech HSC School of Allied Health 3601 4th Street Lubbock, TX 79430 | INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Co |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: 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 | ADOL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | EO000025146-02 | 04/01/2015 | 04/01/2016 | \$1,000,000 Each Claim \$3,000,000 Aggregate Limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

First Named Insured: Texas Tech Health Science School of Allied Health Sciences,
Retro Date: 04/01/2003.

Add'l Named Insureds: Texas Tech Health Science Center dba: TTUHSC Physical
Rehabilitation Specialty Program, Retro Date: 04/01/2012
Speech & Hearing Clinic, Retro Date: 12/06/2011.

CERTIFICATE HOLDER

Texas Tech Health Science Center
School of Allied Health Sciences
3601 4th Street
Lubbock, TX 79430

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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Regular City Council Meeting

5. 12.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to execute contract 12825 for a physician to provide early and periodic screening, diagnosis and treatment of sexually transmitted diseases (STD), and any associated documents, with the Texas Tech University Health Sciences Center (TTUHSC).

Item Summary

This contract with the TTUHSC shall provide services of a physician to provided early and periodic screening, diagnosis and treatment of STD for the Health Department. Responsibilities will include:

- Examine and diagnose lesions as referred by nursing staff;
- Write prescriptions for clients seen in the STD Clinic;
- Sign all STD client charts;
- Provide education to clinic clients;
- Approve prescriptions and/or medications via phone as requested by the nursing staff for STD clinic clients;
- Provide other physician-related services for clients as needed; and
- Staff a physician clinic at least once a month to see clinic clients.

Fiscal Impact

The City of Lubbock will pay TTUHSC \$100 per hour, to a maximum of \$800 per month. The maximum amount paid is not to exceed \$9,600 per year or \$48,000 over the next five years.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - University Health Science Center

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement (City of Lubbock Health Department STD Physician Agreement) between the City of Lubbock and Texas Tech University Health Sciences Center to provide the professional services of a qualified physician to provide early and periodic screening, diagnosis and treatment of sexually transmitted diseases for the City of Lubbock Health Department. Said Professional Services 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

Katherine Wells, City of Lubbock Health Director

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

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PROFESSIONAL SERVICES AGREEMENT
(City of Lubbock Health Department STD Physician Agreement)

This is a Professional Services Agreement between the City of Lubbock, acting by and through its Health Department (hereafter referred to as COLHD), and **THE TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER**, on behalf of its School of Medicine, Department of Dermatology, Lubbock Campus, (hereafter referred to as TTUHSC). Funding for this Agreement will be provided by the City of Lubbock general funding.

SERVICES TO BE PROVIDED

TTUHSC hereby agrees to provide the City of Lubbock Health Department with the professional services of its employed physicians (the "Physicians") who work in the TTUHSC Dermatology Clinic (hereafter referred to as "Dermatology Clinic") to provide **EARLY AND PERIODIC SCREENING, DIAGNOSIS AND TREATMENT OF SEXUALLY TRANSMITTED DISEASES** for the COLHD, subject to approval by the City Council of the City of Lubbock.

In the event that TTUHSC is unable to provide physicians employed by TTUHSC who work in the Dermatology Clinic to fulfill the obligations for the term of this contract, TTUHSC agrees to provide a suitable member of its faculty to perform the services for the COLHD as set forth in this Agreement.

TTUHSC agrees that the Physicians shall perform the following duties under the administrative supervision of the City of Lubbock Health Department Manager:

1. Examine and diagnose lesions as referred by the COLHD nursing staff.
2. Write prescriptions for COLHD clients seen in the Sexually Transmitted Disease (STD) Clinic
3. Sign all COLHD STD client charts.
4. Provide education to COLHD STD clinic clients.
5. Provide liquid nitrogen treatments to COLHD STD Clinic clients.
6. Approve prescriptions and/or medications via phone as requested by the COLHD nursing staff for STD clinic clients.
7. Provide other physician-related services for COLHD STD Clinic clients, as needed.
8. Staff a physician clinic at least one a month to see STD Clinic clients. Specific times will be scheduled through the mutual agreement of the Physicians and COLHD.

Each party represents and warrants on behalf of itself, that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were



intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefits given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to the other party.

The City of Lubbock will pay TTUHSC **ONE HUNDRED DOLLARS (\$100.00)** per hour, to a maximum of **EIGHT HUNDRED DOLLARS (\$800.00)** per month for approximately eight hours of service per month, using the established procedures of the City of Lubbock. Both parties agree that the Physicians shall maintain a log of time spent with a description of the activities for each time period.

The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the federal physician anti-referral law, the Medicare and Medicaid Anti-Fraud and Abuse law and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Occupations Code patient non-solicitation law.

The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

TTUHSC and COLHD represent and warrant that neither Party has been excluded from any federal healthcare program, that no basis for such exclusion exists, to the best of the parties' knowledge, and that neither Party has been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Both parties agree to notify the other immediately if either is subject to an inquiry, investigation, or final adverse action by a government agency, third-party payor, or intermediary as to the provision of services under this Agreement.

TTUHSC and COLHD acknowledge that, as governmental entities, neither party may indemnify the other against claims, demands, actions, liabilities, or expenses (including reasonable attorney's fees) arising out of the actions or omissions of the other party. TTUHSC and COLHD agree that they will be responsible for the negligence, gross negligence, willful misconduct or legal wrongdoing of their own employees and agents in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law. This provision shall survive any termination or expiration of this Agreement.

Pursuant to 42 U.S.C. Section 1395x(v) (1)(I) and 42 C.F.R. Part 420, Subpart D Section 420.300 et seq., TTUHSC and COLHD shall, until the expiration of four (4) years after



the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to the parties books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided by Physician under this Agreement are carried out by means of a subcontract with an organization related to TTUHSC/Physician, and such related organization provides the services at a value or cost of \$10,000.00 or more over a twelve-month period, then the subcontract between TTUHSC/Physician and the related organization shall contain a clause comparable to the clause specified in the preceding sentence.

In the event this Agreement is terminated, then within thirty (30) days after the effective date of such termination, TTUHSC shall submit TTUHSC's termination statement for Services rendered to the date of termination, and COLHD shall pay TTUHSC for such Services within thirty (30) days of receipt of TTUHSC's termination statement.

The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provisions are not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, addressed to the Parties at the addresses set forth below:

If to TTUHSC: **Contracting Office - Lubbock**
Texas Tech University Health Sciences Center
3601 4th St. STOP 6217
Lubbock, TX 79430-6217

If to COLHD: City Secretary
1625 13th Street
PO Box 2000



Lubbock, TX 79408-2000

With Copy to: City Health Director
806 18th Street
PO Box 2000
Lubbock, TX 79408-2000

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients of the COLHD, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.

This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by in writing signed by the Parties.

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue shall be in the state or federal courts of Lubbock County, Texas.

Neither Party to this Agreement shall use the name or indicia of the other Party, nor of any of a Party's employees, in any manner of publicity, advertising, or news releases without prior written approval of the other Party.

The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.



This agreement made on the date written below, effective **September 1, 2015**, and may be continued by mutual written agreement executed by both parties from year to year for a maximum of four additional one-year terms. Terms may be (1) renegotiated, or (2) terminated, by either Party upon thirty (30) days written notice to the other Party.

CITY OF LUBBOCK:

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER:

BY: _____
Glen C. Robertson
Mayor

BY: Elmo M. Cavin
Elmo M. Cavin (Mar 10, 2016)
Elmo M. Cavin
Executive Vice President

DATE: _____

DATE: Mar 10, 2016

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Katherine Wells
Katherine Wells, City of Lubbock Health Director

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

S:\cityatt\CITYATT\JOHN\Health Dept\2016 2 11 v CON1576572 Dermatology Clinic Agreement Rev KW v2 12 2016a (JCG Edit 1.2) doc





Regular City Council Meeting

5. 13.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Amendment 1 to the License Agreement between the City of Lubbock and Civic Lubbock, Inc., with regard to the distribution of Hotel Occupancy Tax funds for acquiring and maintaining public art located on public property.

Item Summary

The language in Paragraph 7 of the Agreement shall be replaced to include the addition of developing a public art program funded through a portion of Civic Lubbock, Inc.'s annual allocation of the Hotel Occupancy Tax, as well as a portion of its own revenue for the purpose of acquiring and maintaining public art located on City-owned property; specifically those properties that generate tourism. The portion of the Hotel Occupancy Tax utilized for the public art program would not exceed ten percent of Civic Lubbock, Inc.'s annual allocation. Civic Lubbock, Inc. would contribute at least three percent of its bingo income toward the public art program. The program would fall under the Museum and Arts Standing Sub-Committee that is currently in place. The Sub-Committee would then make recommendations for expenditures to the public art and maintenance program to the full Civic Lubbock, Inc. Board of Directors for approval. The President of the Corporation or his designee shall serve as an ex-officio member of this committee.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - City of Lubbock & Civic Lubbock Inc.

Amendment - License Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain License Agreement dated September 10, 2013 for, among other things, the distribution of Hotel Occupancy Tax funds for the maintenance of public art located on public property, and related documents, by and between the City of Lubbock and Civic Lubbock, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN
THE CITY OF LUBBOCK AND CIVIC LUBBOCK, INC.**

This First Amendment (the "Amendment") to the License Agreement (the "Agreement") is entered into this 14th day of April, 2016 between the City of Lubbock, a Texas municipal corporation (the "City"), and Civic Lubbock, Inc., a Texas non-profit corporation (the "Corporation").

RECITALS

WHEREAS, the Corporation and the City entered into the Agreement on September 10th, 2013; and

WHEREAS, the City and the Contractor hereby desire to amend the Agreement; and

NOW THEREFORE, the City and the Contractor hereby amend the Agreement as follows:

AMENDMENT

1. The language in Paragraph 7 of the Agreement shall be replaced with and superseded by the following language:

"7. The Civic Lubbock, Inc. Board shall have a minimum of two standing sub-committees: 1) the Museum and Arts Standing Sub-Committee; and 2) the Cultural Arts Grant Review Standing Sub-Committee. Each sub-committee shall elect a chairperson and vice-chairperson, one of whom shall be chosen from the Directors on that committee. Public representatives for each committee shall be appointed by the City Council.

The Museum and Arts Standing Sub-Committee shall be composed of four Directors appointed by the Corporation, and three representatives of the arts community appointed by the City Council to serve two successive three-year terms or until successors are appointed. Responsibilities of this committee include: serving as an advisory board for the Silent Wings Museum and the Buddy Holly Center; and, developing a public art program funded through a portion of Civic Lubbock, Inc.'s annual allocation of the Hotel Occupancy Tax, as well as a portion of its revenue for the purpose of acquiring and maintaining public art located on City-owned property; specifically, those properties that generate tourism. The portion of the Hotel Occupancy Tax utilized for the public art program shall not exceed ten percent (10%) of Civic Lubbock, Inc.'s annual allocation. Civic Lubbock, Inc. will contribute at least three percent (3%) of its bingo income toward the public art program. Recommendations for expenditures to the public art and maintenance program will be made to the full Civic Lubbock, Inc. Board of Directors for approval. The President of the Corporation or his designee shall serve as an ex officio member of this committee.

The Cultural Arts Grant Review Standing Sub-Committee shall be composed of three Directors appointed by the Corporation, plus two members at-large appointed by the City Council to serve two successive three-year terms or until successors are

appointed. This committee shall be responsible for developing the guidelines for the Cultural and Arts Grant Program funded by the Hotel Occupancy Tax, accepting applications, and making recommendations to the Corporation board to present to the City Council for grant recipients twice each year. The President of the Corporation or his designee shall serve as an ex officio member of this committee.

The Corporation may, from time to time and at its sole discretion, establish other committees to assist with projects and purposes associated with the Corporation's mission. Committee members appointed by the Corporation may consist of Directors of the Corporation and members of the community whose expertise would enhance the project and/or purpose for which the committee is intended.”

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

This Amendment shall become effective on this ____ day of _____, 2016.

CITY OF LUBBOCK:

CIVIC LUBBOCK, INC.:

GLEN C. ROBERTSON, MAYOR

PRESIDENT

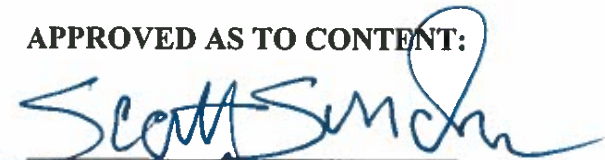
ATTEST:

ATTEST:

Rebecca Garza, City Secretary

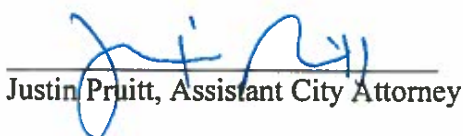
Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney



Regular City Council Meeting

5. 14.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Animal Services: Consider a resolution authorizing the Mayor to execute contract 12688 with Kleen-Tech Services Corporation to provide kennel cleaning services at the City of Lubbock Animal Shelter, RFP 16-12688-DGB.

Item Summary

This contract will provide sanitation and cleaning services which involves disinfecting chemicals to reduce and/or control the spread of transmissible disease between animals. The scope of work includes sanitizing food bowls, water bowls and kennel tags as well as disinfecting kennel floors, walls, doors, etc. The contract provides for two workers, eight hours a day, five days a week. It also provides all chemicals and supplies necessary to ensure daily sanitation and cleaning of all kennels at the Animal Shelter. The contract term is for one year, with an option for two additional one-year extensions.

Staff recommends contract award to the sole respondent, Kleen-Tech Services Corporation of Denver, Colorado, for \$114,400 per year.

Fiscal Impact

Cost of the kennel cleaning services is \$114,400 and is appropriated in the FY 2015-16 Animal Services operating budget.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Kleen-Tech Services 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, Contract No. 12688 for kennel cleaning services at the City of Lubbock Animal Shelter, by and between the City of Lubbock and Kleen-Tech Services Corporation, of Denver, Colorado, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

**City of Lubbock, TX
Kennel Cleaning Services Agreement
RFP 16-12688-DGB**

This Service Agreement (this "Agreement") is entered into as of the 14th day of April, 2016, ("Effective Date") by and between **Kleen-Tech Services Corporation** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 16-12688-DGB Kennel Cleaning Services.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Kennel Cleaning Services, upon terms and conditions maintained in this Agreement; and

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

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Price Sheet
3. Exhibit B – General Requirements
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit B. The Contractor shall comply with all the applicable requirements set forth in Exhibit A and C attached hereto.

Article 1 Services

- 1.1 The contract shall be for a term of one year, said date of term beginning upon City council date of formal approval. The City and the Contractor may, upon written mutual consent, extend the contract for two additional one year periods.
- 1.2 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit B. The City agrees to pay the amounts stated in Exhibit A, to Contractor for performing services.

- 1.3 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.
- 1.4 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.
- 1.5 **Non-appropriation clause.** All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor


Contractor's Signature

Ricky E LeForce
Printed Name

ATTEST:

Rebecca Garza, City Secretary

CFO
Title

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Attorney

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

**City of Lubbock, TX
Kennel Cleaning Services
RFP 16-12688-DGB**

Price Proposal Sheet

Five Day Schedule

| Item | Service Location | Hourly Rate Per Contractor Employee (a) | 8 hours (Approximately) (b) | Five Day Schedule (b) x 5 = |
|------|--|---|-----------------------------------|-----------------------------------|
| 1 | Animal Shelter – Kennel Cleaning Services | \$14.23 | \$113.84 | \$569.20 |

Seven Day Schedule

| Item | Service Location | Hourly Rate Per Contractor Employee (a) | 8 hours (Approximately) (b) | Seven Day Schedule (b) x 7 = |
|------|--|---|-----------------------------------|------------------------------------|
| 2 | Animal Shelter – Kennel Cleaning Services | \$14.23 | \$113.84 | \$796.88 |

Holiday Schedule

| Item | Service Location | Hourly Rate Per Contractor Employee | 8 hours (Approximately) |
|------|--|--|----------------------------|
| 3 | Animal Shelter – Kennel Cleaning Services | \$21.35 | \$170.80 |

* Service locations include 3323 SE Loop 289 and 401 N Ash.

** Hours will be based on need of services

Company: Kleen-Tech Services Corporation

Prepared by: Rick LeForce

Title: Chief Financial Officer

Date: January 29, 2016

**City of Lubbock, TX
Kennel Cleaning Services
16-12688-DGB**

II. GENERAL REQUIREMENTS

1. INTENT

- 1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from a contractor to provide kennel cleaning services for the City of Lubbock Animal Shelter. The kennels consist of 96 runs and 118 small animal cages. Offerors shall include in their proposal on how they will complete the task of cleaning the kennels to include, but not limited to, the number of contractor employees and number of hours that will be needed to complete the task.
- 1.2 The proposal will need to include a cost for five day and seven day services. Holiday rate shall be included, Attachment A list City holidays. Services locations are 3323 SE Loop 289 and 401 N Ash. Cost shall also include, any and all cost involved for services. The Offeror shall submit pricing on Price Sheet, Exhibit A.

2. SCOPE OF WORK

I. GENERAL

The performance of said contracted services is for the express purpose of maintaining a healthy environment and clean kennels for the shelter. *The City of Lubbock is requesting that ALL kennel cleaning materials and equipment used are to be environmentally safe and that they comply with all federal, state and local environmental laws, rules and regulations.* The contractor shall furnish all labor, materials, supplies, equipment, transportation, and supervision, necessary to satisfactorily perform the kennel cleaning services required for the building specified herein, and in the manner and at the frequencies set forth in the following specifications.

II. PERFORMANCE SPECIFICATIONS

- 1. **SUPERVISION** - The contractor shall have a competent and experienced Lead Employee on the premises at all times throughout the term of this contract, authorized to act as the Contractor's Agent, and will provide to the Animal Services Representative the name of on-duty supervisors and where they may be contacted.
- 2. **INSPECTION PROCEDURE** - The Lead Employee will inspect the site to ensure that all the work has been performed satisfactorily, to include but limited to, ensuring that the dog and cat kennels be sanitized daily other duties will include sanitizing food and water bowls, kennel tags, moving of animals, feeding and watering of animals. Collection and proper disposal of animal waste throughout the day. Contractor employees will be asked to help in special projects such as cleaning dry storage areas, supply areas, etc. on an as needed basis.

a) If the work is not satisfactory, the contractor will be required to re-do required task until it is deemed to be satisfactory Animal Service representative.

b) If work to be performed under this agreement is not satisfactorily performed in the opinion of the Animal Service representative, he/she shall give written notice to the contractor of the unsatisfactory performance. If the unsatisfactory work is not remedied within seven (7) days of receipt of such written notice, this agreement may be terminated in whole.

3. SAFETY - The contractor shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
4. SECURITY - Contractor employees shall be uniformed in a clean, common uniform with a name-tag with the given name of the Contractor's employee. The contractor shall be responsible to see that the contractor's employees do not disturb papers on desks or on other office furnishings and that they do not open drawers of furnishings and cabinetry.
5. TRAINING - Contractor employees shall receive certified training since there will be the involvement of interacting with animals. This training will include all employees assigned to this location along with a minimum of 3 back-up employees that will lend support in the event of absenteeism. All contractor employees will need training in compatible chemical for use with animals to prevent hazardous exposure as well. This will be the responsibility of the Contractor with the approval of the Animal Services supervisor.
6. CHEMICALS - All chemicals and equipment will be provided by the contractor. The contractor is responsible for contacting their chemical supplier to ensure chemicals are compatible for animals. Proof of compatibility is required to be submitted to Animal Services prior to use. Rotation of use between a quaternary disinfectant (or Animal Services approved substitute) to a chlorine disinfectant (or Animal Services approved substitute) on a weekly or biweekly schedule is required. This schedule will be determined by Animal Services.

III. TERMS AND CONDITIONS

1. CONTRACT TERM - The contract shall be for the term of one year with two, one year options to renew. The date of term shall begin upon City Council date of formal approval.
2. TERMINATION OF CONTRACT - This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation.

V. INDEPENDENT CONTRACTOR STATUS

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

VI. INDEMNITY

The Owner shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, in whole or in part, the performance of Contractor under this agreement, including claims and damages arising in whole or in part from the negligence of the Owner.

VII. COMPLIANCE WITH APPLICABLE LAWS

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

VII. CHEMICALS

1. Material Safety Data Sheets shall be furnished by the Contractor to the Facilities Maintenance Supervisor and to each Building Safety Officer for each of the Products listed in Paragraph 6 above and for all other chemicals used by the Contractor in the performance of the contract. A properly marked and updated file or notebook of all MSDS sheets must be kept at each location with cleaning supplies at all listed locations in the contract at all times.
2. If the Contractor changes or substitutes chemicals during the performance of this contract, the Animal Service Supervisor shall be furnished with two (2) copies of the list of chemicals replacing original chemicals.
3. Any chemicals not approved by the Owner or have proper MSDS sheets for use in its buildings shall be removed within one (1) working days after notification by the Owner to the Contractor to do so.

3. EVALUATION CRITERIA

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

1. Cost. (60%)
2. Experience in similarly projects (15%)
3. Evidence of proposed staff's preparedness to perform the functions necessary to complete the scope of work to be done (20%)
4. References (5%)

**City of Lubbock, TX
Kennel Cleaning Services
RFP 16-12688-DGB**

II. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

| <u>Type</u> | <u>Amount</u> |
|---|--|
| Worker's Compensation or | Statutory |
| Employers Liability or Occupational Medical and Disability | \$500,000 |
| Commercial General (public) Liability a. Products-Comp/Op AGG b. Contractual Liability | Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. |
| Comprehensive Automobile Liability a. Any Auto | Combined single limit for bodily injury and of \$1,000,000 per occurrence or its equivalent |

The City of Lubbock shall be named as additional insured on auto/general liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's to include products of completed operations endorsement.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

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

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

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

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



Regular City Council Meeting

5. 15.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute contract 12710 for automotive filters with Texas Enterprises, Inc. dba United Oil & Grease, ITB 16-12710-SS.

Item Summary

Due to the ending of the Citibus automotive filter contract, a new contract is needed. The City of Lubbock issued ITB 16-12710-SS for Automotive Filters.

This is a one year contract, with one year option to renew, to begin upon approval by the City Council.

Bids were received from the following companies, a bid tabulation is provided:

- Texas Enterprises, Inc. dba United Oil & Grease, Lubbock, TX
- O'Reilly Auto Parts, Springfield, MO
- Concho Supply, Inc., San Angelo, TX
- Warehouse SVC, Inc., Lubbock, TX

There were 67 different filters included in the bid. The companies that submitted bids only bid on the filters that they were able to provide. Bids were broken down into individual line items for lowest bidder of each item.

Concho Supply withdrew their bid when they learned that the contract would be split between two vendors. O'Reilly Auto Enterprises was not the low bid on any line item.

The bid award for \$30,516 will be awarded to Texas Enterprises, Inc. dba United Oil & Grease.

Citibus staff recommends that contract 12710 for ITB 16-12710-SS be awarded to Texas Enterprises, Inc. dba United Oil & Grease.

Fiscal Impact

Cost associated with this contract is already included in the FY 2015-16 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Texas Enterprises, Inc, dba United Oil & Grease
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. 12710 for Automotive Filters for Citibus, by and between the City of Lubbock and Texas Enterprises, Inc., dba United Oil & Grease of Lubbock, Tx., 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:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract-Texas Enterprises, Inc dba United Oil & Grease
2.25.16

**City of Lubbock, TX
Contract for
Automotive Filters for Citibus**

THIS CONTRACT made and entered into this 14th day of April, 2016, by and between the City of Lubbock ("City"), and Texas Enterprises, Inc. dba United Oil & Grease, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Automotive Filters for Citibus 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 Automotive Filters for Citibus.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Automotive Filters for Citibus and more specifically referred to as Items One through Nine, Eleven through Fourteen, Twenty-two, Twenty-Four, Twenty-Seven, Twenty-Nine through Thirty, Thirty-Two through Fifty-One, and Fifty-Three through Sixty-Seven on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of one, one year extension, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of 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 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.
1. 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.
2. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12710-SS, Specifications, and the Bid Form.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

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:



Bill Howerton,
Assistant City Manager

APPROVED AS TO FORM.



Amy Sims, Deputy City Attorney

CONTRACTOR

BY Cody Douglas
Authorized Representative

CFO
Texas Enterprises, Inc
dba United Oil &
Grease

Cody Douglas
Print Name

4911 E. 17th street
Address

Austin, Tx. 78702
City, State, Zip Code

BID FORM
Automotive Filters for Citibus
City of Lubbock, TX
ITB No. 16-12710-SS

In compliance with the Invitation to Bid 16-12710-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 16-12710-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

| ITEM | QTY (+/-) | UOM | FILTER No. | APPROVED EQUAL MANUFACTURER/ VENDOR PART No. | DESCRIPTION OF PRODUCT | *UNIT PRICE BID | EXTENDED COST | **Delivery Days ARO |
|------|-----------|-----|------------|--|--|-----------------|---------------|---------------------|
| 1. | 25 | EA | P550047 | BALDWIN B43-S | Uplander Filter Oil | \$ 2.37 | \$ 59.25 | 2 |
| 2. | 1 | EA | P551307 | BALDWIN B31 | Oil Filter 2006 Chevy Silverado | \$ 3.24 | 3.24 | |
| 3. | 25 | EA | P550965 | BALDWIN B329 | Oil Filter for 1997 Ford Crown Victoria | \$ 2.74 | 68.50 | |
| 4. | 10 | EA | 1516 | BALDWIN B243 | 3006 Oil Filter for 2001 Ford Van | \$ 2.90 | 29.00 | |
| 5. | 10 | EA | P550371 | BALDWIN B7039 | Oil Filter 1999 Ford F250 Super Duty | \$ 6.92 | 69.20 | |
| 6. | 10 | EA | P548963 | BALDWIN PA4113 | Air Filter for 2006 Silverado | \$ 7.48 | 74.80 | |
| 7. | 20 | EA | P610561 | BALDWIN PA4112 | Air Filter for Dodge Ram 2005- 783 | \$ 8.24 | 164.80 | |
| 8. | 10 | EA | 3585 | BALDWIN PF7777 | Fuel Filter for Dodge Ram 2005 - 783 | \$ 7.58 | 75.80 | |
| 9. | 10 | EA | P551772 | BALDWIN BF7668 | Fuel Filter Ford Crown Victoria | \$ 4.26 | 42.60 | |
| 10. | 10 | EA | 3818 | BALDWIN PF7698 | Fuel Filter 1999 FORD F250 Super Duty | \$ 33.99 | 339.90 | |
| 11. | 20 | EA | P528228 | BALDWIN PA2152 | Air Filter Ford Crown Victoria | \$ 4.04 | 80.80 | |
| 12. | 20 | EA | P606281 | BALDWIN PA2231 | Air Filter Chevy Uplander | \$ 5.12 | 102.40 | |
| 13. | 3 | EA | P536434 | BALDWIN PA2233 | 608 Air Filter For F350 Shop Truck | \$ 12.21 | 36.63 | |
| 14. | 10 | EA | 7620 | BALDWIN BT7349 | Dodge 250 Oil Filters | \$ 3.52 | 35.20 | |
| 15. | 10 | EA | 208114 | N/A | Barrel Inline A/C Filter Screen Internationals | | N/A | |
| 16. | 10 | EA | 1-5923 | N/A | Trans Gasket and Filter F350 | | N/A | |

| ITEM | QTY (+/-) | UOM | FILTER No. | APPROVED EQUAL MANUFACTURER/VENDOR PART No. | DESCRIPTION OF PRODUCT | *UNIT PRICE BID | EXTENDED COST | **Delivery Days ARO |
|------|-----------|-----|--------------|---|--|-----------------|---------------|---------------------|
| 17. | 10 | EA | 1-5924 | N/A | A/Trans Filter Kit Unit 3006 | | — | |
| 18. | 15 | EA | 1-5927 | N/A | Trans Filter and Gasket Kit for Chevy Uplander | | — | |
| 19. | 50 | EA | 1-5931 | N/A | Gasket and Filter Kit Transmission - Chevy | | — | |
| 20. | 10 | EA | 1-5937 | N/A | Trans Filter and Gasket Kit Unit 783 | | — | |
| 21. | 10 | EA | 10322538 | BALDWIN PA4156KIT | Cabin Air filter Chevy Uplanders - **EACH UNIT TAKES 2-** | \$ 32.10 | 321.00 | |
| 22. | 10 | EA | 23516489 | BALDWIN BW5200 | Coolant Need Release Additive w/Filter, ALLISON | \$ 32.81 | 328.10 | |
| 23. | 10 | EA | 29538846 | N/A | Transmission Filter Assembly 09-Gillig Hybrid, ALLISON | | — | |
| 24. | 50 | EA | 29539579 | BALDWIN BT8460 | Trans Spin on Filter for Internationals and Hybrids, ALLISON | \$ 8.05 | 402.50 | |
| 25. | 10 | EA | 29544785 | N/A | NOVA Trans Valve Filter Kit, ALLISON | | — | |
| 26. | 10 | EA | 29545785 | N/A | E.V. Drive Trans Filter Internal Kit, 09 and 2011-Gilligs-with Gasket and Rings, ALLISON | | — | |
| 27. | 50 | EA | P560972 | BALDWIN PT9416-MPG-KIT | Transmission Filter Kit, Filter 2" Sump ALLISON Internal Filter B400R 2000 Nova | \$ 33.01 | \$ 1650.50 | |
| 28. | 10 | EA | 04-55071-000 | N/A | Air Filter- Inline - Gillig | | — | |
| 29 | 10 | EA | 2503221C1 | BALDWIN BT9388 | P/S Filters - International | \$ 8.45 | 84.50 | |
| 30. | 200 | EA | 53-22412-002 | BALDWIN PT9344 | Power Steering Hydraulic Filter Element- Gillig | \$ 5.99 | \$ 1198.00 | |
| 31. | 50 | EA | 82-60186-000 | N/A | P/S Element Filter, 2011 & 2013 Hybrids | | — | |
| 32. | 10 | EA | P546597 | BALDWIN PA4075 | Filter, Air filter #3006, 2001 Ford E150m | \$ 7.59 | 75.90 | |

| ITEM | QTY (+/-) | UOM | FILTER No. | APPROVED EQUAL MANUFACTURER/ VENDOR PART No. | DESCRIPTION OF PRODUCT | *UNIT PRICE BID | EXTENDED COST | **Delivery Days ARO |
|------|-----------|-----|------------|--|---|-----------------|---------------|---------------------|
| 33. | 10 | EA | FS19764G | BALDWIN PF9814 | Fuel Filter Gillig **Special filter only on certain units: not the same as P550774** | \$ 11.25 | \$ 112.50 | |
| 34. | 100 | EA | LF3970 | OEM Required B7177 | Oil Filter- New Hybrid (Fleetguard) | \$ 5.33 | \$ 533.00 | |
| 35. | 10 | EA | LF634 | BALDWIN PT903 | Filter Trolley Power Steering (P/S) | \$ 3.83 | \$ 38.30 | |
| 36. | 50 | EA | P129472 | BALDWIN PA2500 | Air Filter- 04' Gillig | \$ 33.07 | 1653.50 | |
| 37. | 10 | EA | P133701 | BALDWIN PA1789 | Air Filter 1992 & 2000 Trolley | \$ 21.69 | 216.90 | |
| 38. | 10 | EA | P167829 | BALDWIN BT83167 | Hydraulic Spin On Filter | \$ 21.65 | 216.50 | |
| 39. | 50 | EA | P522293 | BALDWIN PA2792 | Air Filter For 06' Gillig | \$ 37.68 | 1884.00 | |
| 40. | 100 | EA | P527484 | BALDWIN R52863 | Air Filter Novas | \$ 15.51 | 1551.00 | |
| 41. | 10 | EA | P537452 | BALDWIN PA3555 | Air Cleaner Filter Trolley New | \$ 33.86 | 338.60 | |
| 42. | 10 | EA | P550104 | BALDWIN BF948 | Wabasto Fuel Filter Hybrids | \$ 2.53 | 25.30 | |
| 43. | 10 | EA | P550428 | BALDWIN BT595 | Oil Filter- New Trolley/Hybrid Gillig Oil Filter | \$ 5.31 | 53.10 | |
| 44. | 10 | EA | P550430 | BALDWIN PF7777 | Fuel Filter - New Trolley | \$ 7.58 | 75.80 | |
| 45. | 10 | EA | P550437 | BALDWIN PF7698 | Filter Fuel International | \$ 13.60 | 136.00 | |
| 46. | 50 | EA | P550528 | BALDWIN PT7235 | Oil Filter - International | \$ 9.48 | 474.00 | |
| 47. | 20 | EA | P550698 | BALDWIN PT8487 | P/S Reservoir Element, Hydraulic Filter RTS | \$ 5.27 | 105.40 | |
| 48. | 550 | EA | P550774 | BALDWIN BF7815 | Fuel Filter - 04, 06, 09 Gillig | \$ 6.32 | 3476.00 | |
| 49. | 175 | EA | P550794 | BALDWIN B1160 | Oil Filter- Chevy Express Van ARBOC | \$ 2.26 | 395.50 | |
| 50. | 50 | EA | P550880 | BALDWIN BF7922 | Fuel Filter- Hybrid Gillig | \$ 7.54 | 377.00 | |
| 51. | 10 | EA | P550881 | BALDWIN BF7813 | Fuel Filter Gillig Hybrid filter 1101 1102 | \$ 7.51 | 75.10 | |

| ITEM | QTY (+/-) | UOM | FILTER No. | APPROVED EQUAL MANUFACTURER/ VENDOR PART No. | DESCRIPTION OF PRODUCT | *UNIT PRICE BID | EXTENDED COST | **Delivery Days ARO |
|--------|-----------|-----|------------|--|---|--------------------|---------------|---------------------|
| 52. | 120 | EA | P551103 | N/A | Fuel Filter -Gillig | --- | --- | --- |
| 53. | 75 | EA | P551122 | BALDWIN BF1272-SS | Filter Fuel Filter NOVA, Fuel/Water Separator | \$ 11.03 | 827.25 | |
| 54. | 80 | EA | P552071 | BALDWIN BLW 5071 | Coolant Filter - Gillig | \$ 5.29 | 423.20 | |
| 55. | 80 | EA | P552100 | BALDWIN B495 | Oil Filter | \$ 7.40 | 592.00 | |
| 56. | 200 | EA | P553000 | BALDWIN B0103 | Oil Filter, Bypass | \$ 16.80 | 3360.00 | |
| 57. | 15 | EA | P554685 | BALDWIN B5134 | Coolant Filter- International - (4070) - | \$ 4.61 | 69.15 | |
| 58. | 25 | EA | P556915 | BALDWIN BF5800 | Fuel Filter | \$ 3.81 | 95.25 | |
| 59. | 25 | EA | P556916 | BALDWIN BF5810 | Fuel Filter | \$ 3.78 | 94.50 | |
| 60. | 10 | EA | P558615 | BALDWIN BT339 | Oil Filter, Dart Bus Only | \$ 3.38 | 33.80 | |
| 61. | 165 | EA | P559000 | BALDWIN BD7154 | Air Filter - Chevy Van | \$ 21.07 | 3476.55 | |
| 62. | 50 | EA | P600501 | BALDWIN RS4131 | Air Filter, Primary - International | \$ 7.44 | 372.00 | |
| 63. | 85 | EA | P606503 | BALDWIN RS4636 | Air Filter- Hybrid Gillig | \$ 29.44 | 2502.40 | |
| 64. | 10 | EA | P608666 | BALDWIN CA5514 | Cabin Air Filter - International | \$ 38.92 | \$ 389.20 | |
| 65. | 50 | EA | P614221 | BALDWIN PA4985 | Trans. Filter RTS | \$ 9.95 | 497.50 | |
| 66. | 50 | EA | P762756 | BALDWIN PT8385 | Air Filter - RTS | \$ 21.55 | 1077.50 | |
| 67. | 10 | EA | P776157 | BALDWIN PA3499 | Oil Filter | \$ 38.61 | 386.10 | |
| TOTALS | | | | | | Total: \$30,515.62 | | |

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

**Days After Receipt of Order (ARO)

City of Lubbock, TX
ITB 16-12710-SS
Automotive Filters for Citibus

SPECIFICATIONS

- I. **SCOPE:** This solicitation is an Invitation for Bid to establish an annual price contract for Automotive Filters.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

- II. **SCOPE OF SERVICES:**

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy automotive filters from any other source.
- Delivery must be made with 24 hours after receipt of order.
F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401

- III. **REFERENCES:** Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

- IV. **DOCUMENTS:** Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non-Collusion
- List of Similar Contracts
- Buy America Certificate

- V. The contract shall be for a term of one year, with the option of one, one year extension, said date of term beginning upon formal approval and under the same terms and conditions upon written agreement from both parties.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016

ITB 16-12710-SS
Automotive Filters for Citibus

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|--|-----------------|-----------|----------|
| 1 | 25 | EA | Uplander Filter Oil - Filter P55047 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | \$ 2 | 59 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 75 |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 2 | 1 | EA | Oil Filter 2006 Chevy Silverado - Filter P551307 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 3 | 3 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 3 |
| | | | O'Reilly Auto Parts | Springfield, MO | 4 | 4 |
| 3 | 25 | EA | Oil Filter for 1997 Ford Crown Victoria - Filter P550965 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 3 | 69 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 81 |
| | | | O'Reilly Auto Parts | Springfield, MO | 4 | 93 |
| 4 | 10 | EA | 3006 Oil Filter for 2001 Ford Van - Filter 1516 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 3 | 29 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 30 |
| | | | O'Reilly Auto Parts | Springfield, MO | 3 | 35 |
| 5 | 10 | EA | Oil Filter 1999 Ford F250 Super Duty - Filter P550371 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 7 | 69 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 95 |
| | | | O'Reilly Auto Parts | Springfield, MO | 11 | 114 |
| 6 | 10 | EA | Air Filter for 2006 Silverado - Filter P548963 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 7 | 75 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 96 |
| | | | O'Reilly Auto Parts | Springfield, MO | 11 | 114 |
| 7 | 20 | EA | Air Filter for Dodge Ram 2005-783 - Filter P610561 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 165 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 11 | 211 |
| | | | O'Reilly Auto Parts | Springfield, MO | 14 | 276 |
| 8 | 10 | EA | Fuel Filter for Dodge Ram 2005-783 - Filter 3585 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 76 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 96 |
| | | | O'Reilly Auto Parts | Springfield, MO | 12 | 116 |
| 9 | 10 | EA | Fuel Filter Ford Crown Victoria - Filter P551772 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 4 | 43 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 5 | 54 |
| | | | O'Reilly Auto Parts | Springfield, MO | 6 | 64 |
| 10 | 10 | EA | Fuel Filter 1999 Ford F250 Super Duty - Filter 3818 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 18 | 183 |
| | | | O'Reilly Auto Parts | Springfield, MO | 22 | 219 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 34 | 340 |

City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|---|-----------------|-----------|----------|
| 11 | 20 | EA | Air Filter Ford Crown Victora - Filter P528228 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 4 | 81 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 4 | 87 |
| | | | O'Reilly Auto Parts | Springfield, MO | 5 | 103 |
| 12 | 20 | EA | Air Filter Chevy Uplander - P606281 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 102 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 5 | 108 |
| | | | O'Reilly Auto Parts | Springfield, MO | 6 | 129 |
| 13 | 3 | EA | 608 Air Filter for F30 Shop Truck | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 12 | 37 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 16 | 47 |
| | | | O'Reilly Auto Parts | Springfield, MO | 19 | 56 |
| 14 | 10 | EA | Dodge 250 Oil Filters | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 4 | 35 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 4 | 45 |
| | | | O'Reilly Auto Parts | Springfield, MO | 5 | 54 |
| 15 | 10 | EA | Barrel Inline A/C Filters Screen Internationals - Filter 208114 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 104 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 16 | 10 | EA | Trans Gasket and Filter F350 - Filter 1-5923 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 44 | 441 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 17 | 10 | EA | A/Trans Filter Kit Unit 3006 - Filter 1-5924 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 44 | 441 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 18 | 15 | EA | Trans Filter and Gasket Kit for Chevy Uplander - Filter 1-5927 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 29 | 429 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 19 | 50 | EA | Gasket and Filter Kit Transmission - Chevy - Filter 1-5931 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 56 | 2,778 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 20 | 10 | EA | Trans Filter and Gasket Kit Unit 783 - Filter 1-5937 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 26 | 262 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |

City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|--|-----------------|-----------|----------|
| 21 | 10 | EA | Cabin Air Filter Chevy Uplanders - Filter 10322538 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 12 | 119 |
| | | | O'Reilly Auto Parts | Springfield, MO | 14 | 141 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 32 | 321 |
| 22 | 10 | EA | Coolant Need Release Additive w/Filter - Filter 23516489 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 33 | 328 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 40 | 400 |
| | | | O'Reilly Auto Parts | Springfield, MO | 48 | 480 |
| 23 | 10 | EA | Transmission Filter Assembly 09 Gillig Hybrid - Filter 29538846 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 89 | 888 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 24 | 50 | EA | Trans Spin on Filter for International and Hybrids - Filter 29539579 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 403 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 506 |
| | | | O'Reilly Auto Parts | Springfield, MO | 12 | 607 |
| 25 | 10 | EA | NOVA Trans Valve Filter Kit, Allison - Filter 29544785 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 210 | 2,104 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 26 | 10 | EA | E.V. Drive Trans Filter Internal Kit - Filter 29545785 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 19 | 192 |
| | | | O'Reilly Auto Parts | Springfield, MO | 23 | 230 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| 27 | 50 | EA | Transmission Filter Kit - Filter P560972 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 33 | 1,651 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 40 | 2,015 |
| | | | O'Reilly Auto Parts | Springfield, MO | 48 | 2,418 |
| 28 | 10 | EA | Air Filter, Inline, Gillig - Filter 04-55071-000 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 126 | 1,259 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 29 | 10 | EA | P/S Filters, International - Filter 2503221C1 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 85 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 11 | 109 |
| | | | O'Reilly Auto Parts | Springfield, MO | 13 | 130 |
| 30 | 200 | EA | Power Steering Hydraulic Filter Element - Filter 53-22412-002 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 6 | 1,198 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 16 | 3,260 |
| | | | O'Reilly Auto Parts | Springfield, MO | 20 | 3,912 |

City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|---|-----------------|-----------|----------|
| 31 | 50 | EA | P/S Element Filter - Filter 82-60186-000 | Lubbock, TX | 94 | 4,703 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 32 | 10 | EA | Filter, Air Filter #2006 - Filter P546597 | Lubbock, TX | 8 | 76 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 10 | 98 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 12 | 116 |
| 33 | 10 | EA | Fuel Filter Gillig - Filter FS19764G | Lubbock, TX | 11 | 113 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 15 | 146 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 17 | 175 |
| 34 | 100 | EA | Oil Filter - New Hybrid - Filter LF3970 | Lubbock, TX | 5 | 533 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 7 | 694 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 8 | 833 |
| 35 | 10 | EA | Filter Trolley Power Steering - Filter LF634 | Lubbock, TX | 4 | 38 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 50 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 6 | 60 |
| 36 | 50 | EA | Air Filter - '04 Gillig - Filter P129472 | Lubbock, TX | 33 | 1,654 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 41 | 2,067 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 50 | 2,481 |
| 37 | 10 | EA | Air Filter 1992 & 2000 Trolley - Filter P133701 | Lubbock, TX | 22 | 217 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 28 | 282 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 34 | 338 |
| 38 | 10 | EA | Hydraulic Spin On Filter - Filter P167829 | Lubbock, TX | 22 | 217 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 28 | 281 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 39 | 50 | EA | Air Filter For '06 Gillig - Filter P522293 | Lubbock, TX | 38 | 1,884 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 49 | 2,444 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 59 | 2,932 |
| 40 | 100 | EA | Air Filter Novas - Filter P527484 | Lubbock, TX | 16 | 1,551 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 21 | 2,138 |
| | | | Warehouse SVC Inc. | Lubbock, TX | | |
| | | | O'Reilly Auto Parts | Springfield, MO | 26 | 2,566 |

**City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016**

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|--|-----------------|-----------|----------|
| 41 | 10 | EA | Air Cleaner Filter Trolley - Filter P537452 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 34 | 339 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 63 | 635 |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 42 | 10 | EA | Wabasto Fuel Filter Hybrids - Filter P550104 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 3 | 25 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 32 |
| | | | O'Reilly Auto Parts | Springfield, MO | 4 | 39 |
| 43 | 10 | EA | Oil Filter - New Trolley/Hybrid Gillig - Filter P550428 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 53 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 7 | 69 |
| | | | O'Reilly Auto Parts | Springfield, MO | 8 | 83 |
| 44 | 10 | EA | Fuel Filter - New Trolley - Filter P550430 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 76 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 96 |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 45 | 10 | EA | Filter Fuel International - Filter P550437 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 14 | 136 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 18 | 183 |
| | | | O'Reilly Auto Parts | Springfield, MO | 22 | 219 |
| 46 | 50 | EA | Oil Filter - International- Filter P550528 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 9 | 474 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 13 | 645 |
| | | | O'Reilly Auto Parts | Springfield, MO | 15 | 774 |
| 47 | 20 | EA | P/S Reservoir Element, Hydraulic Filter - Filter P550698 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 105 |
| | | | Concho Supply, Inc. | San Angelo, TX | 6 | NR |
| | | | Warehouse SVC Inc. | Lubbock, TX | 7 | 135 |
| | | | O'Reilly Auto Parts | Springfield, MO | 8 | 162 |
| 48 | 550 | EA | Fuel Filter - '04, '06, '09 Gillig - Filter P550774 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 6 | 3,476 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 8 | 4,461 |
| | | | O'Reilly Auto Parts | Springfield, MO | 10 | 5,352 |
| 49 | 175 | EA | Oil Filter - Chevy Express Van - Filter P550794 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 2 | 396 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 3 | 536 |
| | | | O'Reilly Auto Parts | Springfield, MO | 3 | 604 |
| 50 | 50 | EA | Fuel Filter - Hybrid Gillig - Filter P550880 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 377 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 11 | 561 |
| | | | O'Reilly Auto Parts | Springfield, MO | 13 | 673 |

City of Lubbock, TX
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| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|---|-----------------|-----------|----------|
| 51 | 10 | EA | Fuel Filter - Hybrid Gillig 1101, 1102 - Filter P550881 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 8 | 75 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 98 |
| | | | O'Reilly Auto Parts | Springfield, MO | 12 | 118 |
| 52 | 120 | EA | Fuel Filter - Gillig P551103 | | | |
| | | | Warehouse SVC Inc. | Lubbock, TX | 24 | 2,869 |
| | | | O'Reilly Auto Parts | Springfield, MO | 29 | 3,443 |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | | No Bid |
| 53 | 75 | EA | Filter Fuel NOVA, Fuel/Water Separator - Filter P551122 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 11 | 827 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 14 | 1,067 |
| | | | O'Reilly Auto Parts | Springfield, MO | 17 | 1,280 |
| 54 | 80 | EA | Coolant Filter - Gillig - Filter P552071 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 423 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 7 | 563 |
| | | | O'Reilly Auto Parts | Springfield, MO | 8 | 614 |
| 55 | 80 | EA | Oil Filter - Filter P552100 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 7 | 592 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 830 |
| | | | O'Reilly Auto Parts | Springfield, MO | 11 | 906 |
| 56 | 200 | EA | Oil Filter, Bypass - Filter P553000 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 17 | 3,360 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 24 | 4,788 |
| | | | O'Reilly Auto Parts | Springfield, MO | 29 | 5,744 |
| 57 | 15 | EA | Coolant Filter, International - Filter P554685 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 5 | 69 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 6 | 89 |
| | | | O'Reilly Auto Parts | Springfield, MO | 7 | 107 |
| 58 | 25 | EA | Fuel Filter - P556915 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 4 | 95 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 5 | 131 |
| | | | O'Reilly Auto Parts | Springfield, MO | 6 | 157 |
| 59 | 25 | EA | Fuel Filter - P556916 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 4 | 95 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 5 | 132 |
| | | | O'Reilly Auto Parts | Springfield, MO | 6 | 158 |
| 60 | 10 | EA | Oil Filter, Dart Bus Only - Filter P558615 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 3 | 34 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 4 | 45 |
| | | | O'Reilly Auto Parts | Springfield, MO | 5 | 54 |

**City of Lubbock, TX
Citibus
Bid Tabulation
April 14, 2016**

| Item | Qty | U/M | Description/Vendor | Location | Unit Cost | Extended |
|------|-----|-----|---|-----------------|-----------|----------|
| 61 | 165 | EA | Air Filter - Chevy Van - Filter P559000 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 21 | 3,477 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 27 | 4,424 |
| | | | O'Reilly Auto Parts | Springfield, MO | 32 | 5,308 |
| 62 | 50 | EA | Air Filter, Primary, International - Filter P600501 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 7 | 372 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 10 | 483 |
| | | | O'Reilly Auto Parts | Springfield, MO | 11 | 573 |
| 63 | 85 | EA | Air Filter, Hybrid Gillig - Filter P606503 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 29 | 2,502 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 37 | 3,162 |
| | | | O'Reilly Auto Parts | Springfield, MO | 45 | 3,794 |
| 64 | 10 | EA | Cabin Air Filter, International - Filter P608666 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 39 | 389 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 49 | 486 |
| | | | O'Reilly Auto Parts | Springfield, MO | 58 | 583 |
| 65 | 50 | EA | Transmission Filter RTS - Filter P614221 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 10 | 498 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 13 | 662 |
| | | | O'Reilly Auto Parts | Springfield, MO | 16 | 794 |
| 66 | 50 | EA | Air Filter - RTS - Filter P762756 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 22 | 1,078 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 53 | 2,650 |
| | | | O'Reilly Auto Parts | Springfield, MO | | No Bid |
| 67 | 10 | EA | Oil Filter - Filter P776157 | | | |
| | | | Texas Enterprises, Inc. dba United Oil & Grease | Lubbock, TX | 39 | 386 |
| | | | Warehouse SVC Inc. | Lubbock, TX | 49 | 493 |
| | | | O'Reilly Auto Parts | Springfield, MO | 59 | 592 |

Item-by-Item

| | |
|---|--------|
| Texas Enterprises, Inc. dba United Oil & Grease Items 1-9, 11-14, 22, 24, 27, 29-30, 32-51, 53-67 | 30,516 |
| Warehouse SVC Inc. Items 10, 15, 21, 23, 26, 28, 31, 52 | 10,317 |
| Items not awarded 16-20 and 25 | |

Concho Supply, Inc. of San Angelo, TX withdrew their bid



Regular City Council Meeting

5. 16.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an allocation of additional funds and extend contract 12434 and all related documents with City of Lubbock and Lutheran Social Services (LSSS) of the South for the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) to provide utility assistance to low-income families and individuals.

Item Summary

Texas Department of Housing and Community Affairs (TDHCA) provided grant time extensions to grantees. The period of performance is typically from January 1, 2015 through December 31, 2015. The contract will be extended through May 31, 2016.

Community Development has unspent balances that would revert back to the state. Community Development is proposing to decrease our household crisis budget and increase LSSS budget for household crisis in the amount of \$81,472.

The contract is an electronic signature contract. The period for performance of this contract is now January 1, 2015 through May 31, 2016.

Fiscal Impact

The source for this contract is a pass through grant from TDHCA. The funds will be used for the CEAP and Household Crisis programs.

The maximum to be allocated to LSSS is \$972,728.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Lutheran Social Services Amendment 4

Contract - Lutheran Social Services Amendment 4

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 4 to that certain Agreement No. 12434 dated February 26, 2015 for the distribution of funds from the Comprehensive Energy Assistance Program and the Community Services Block Grant, by and between the City of Lubbock and Lutheran Social Services of the South, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

ccdocs/RES. Amendment 4 to Lutheran Social Services Agreement dated 2.26.15
March 3, 2016

**FOURTH AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN
THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICES OF THE SOUTH**

This Fourth Amendment (the "Amendment") to the Comprehensive Energy Assistance Program and Community Services Block Grant Agreement (the "Agreement") is entered into this 24th day of March, 2016 between the City of Lubbock, a Texas municipal corporation (the "City"), and Lutheran Social Services of the South, a non-profit organization (the "Contractor").

RECITALS

WHEREAS, the Contractor and the City entered into the Agreement on February 26th, 2015; and

WHEREAS, the City and the Contractor hereby desire to amend the Agreement; and

NOW THEREFORE, the City and the Contractor hereby amend the Agreement as follows:

AMENDMENT

1. The language in Paragraph II. A. 1. of the Agreement, entitled "General Overview of Program," shall be replaced with the following language:

"Contractor will use the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) funds awarded to administer the Utility Assistance and Household Crisis Components in the following manner:

| | |
|--|-------------------|
| CEAP Utility Assistance | \$684,874 |
| CEAP Household Crisis Utility Assistance | 137,664 |
| CEAP Program Administration | 52,592 |
| CEAP Program Services Cost | 72,598 |
| CSBG CEAP Operations | <u>25,000</u> |
| | \$972,728" |

2. The language in Paragraph II. B. 1. of the Agreement, entitled "City Responsibilities," shall be replaced with the following language:

"City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) in an amount not to exceed \$972,728 for the Utility Assistance and CSBG operations components of the program. In return for Contractor will perform the activities set forth in this Contract for consideration of said funds."

3. The language in Paragraph III of the Agreement, entitled "Time of Performance," shall be replaced with the following language:

"This Contract shall commence January 1, 2015 and shall terminate May 31, 2016. The term of this Contract and the provisions herein may be extended on a year to

year basis during the five year roll-over cycle ending December 2018 provided funds are received from TDHCA and providing the Contractor meets its contractual obligations during the current funding year, subject to board approval and Mayor's signature."

4. The table in Paragraph III of the Agreement, entitled "Budget," shall be replaced with the following table:

BUDGET

| | CEAP/CSBG Funds | Matching Funds | Total Project Funds |
|-----------------------|------------------------|-----------------------|----------------------------|
| Administration | | | |
| Personnel | 52,592 | | |
| | | | |
| Program | | | |
| Utility Assistance | 684,874 | | |
| Household Crisis | 137,664 | | |
| Program Services Cost | 72,598 | | |
| CSBG CEAP PSC | 25,000 | | |
| | | | |
| TOTAL | \$972,728 | | |

5. The language in Paragraph IV. of the Agreement, entitled "Payment," shall be replaced with the following language:

"City will pay up to \$972,728 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses accrued during the month. By May 31, 2016, Contractor will have provided City with proper documentation to show how all funds were expended, including start-up costs."

6. The language in Paragraph V. of the Agreement, entitled "Notices," shall be replaced with the following language:

"Communication and details concerning this Contract shall be directed to the following Contract representatives:

| | |
|-------------------|------------------------------|
| Piata Bryant | Joy Loper |
| City of Lubbock | Lutheran Social Services |
| P.O. Box 2000 | 1212 13 th Street |
| Lubbock, TX 79457 | Lubbock, TX 79401" |

7. This Amendment shall become effective upon execution by the parties. The remainder of the Agreement shall remain in full force and affect except as changed herein.

This Amendment shall become effective on this _____ of _____, 2016.

CITY OF LUBBOCK:

GLEN C. ROBERTSON, MAYOR

**LUTHERAN SOCIAL SERVICES
OF THE SOUTH**



AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney



Regular City Council Meeting

5. 17.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation Child Exploitation Task Force (CETF), and related documents.

Item Summary

The purpose of the MOU is to delineate the responsibilities of the City of Lubbock Police Department Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, and public and media relations. The mission of the CETF is to provide a rapid, proactive and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and Federal, State, local and international law enforcement through training, intelligence-sharing, technical support and investigative assistance.

Fiscal Impact

None.

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution - Child Exploitation Task Force
Memorandum of Understanding - FBI
Standard Operating Procedures

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 Memorandum of Understanding with the Federal Bureau of Investigation Child Exploitation Task Force (CETF). 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 _____, 2016.

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

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**FEDERAL BUREAU OF INVESTIGATION
CHILD EXPLOITATION TASK FORCE (CETF)
Memorandum of Understanding (MOU)**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":
 - a. Federal Bureau of Investigation (FBI)
 - b. City of Lubbock on behalf of its Police Department (LPD)
 - c. _____
 - d. _____

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of The City of Lubbock Police Department Child Exploitation Task Force (CETF) participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. The MOU also outlines the mission and procedures for the CETF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CETF.

MISSION

4. The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

SUPERVISION AND CONTROL

5. Overall management of the CETF shall be the responsibility of the Special Agent in Charge (SAC) of the Lubbock, TX Division of the FBI and/or their designee.
6. The SAC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF.
7. For the purposes of this MOU, a CETF member is considered full-time when that member is primarily assigned duties aligned with the defined priority threats that are dedicated to the mission of the CETF on a full-time basis. On a case-by-case basis, SSAs may authorize CETF members to temporarily support other priority FBI matters as necessary.

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8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor
 - d. **Trafficking of Child Pornography**
 - Mass Distribution of Child Pornography
 - Possession of Child Pornography
 - e. **International Parental Kidnapping**
 - International Parental Kidnapping
 - f. **Other Crimes Against Children**
 - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

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RESOURCE CONTROL

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a

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FEDERAL BUREAU OF INVESTIGATION



CHILD EXPLOITATION TASK FORCE (CETF)

Standard Operating Procedures (SOP)

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Child Exploitation Task Force
Standard Operating Procedures (2012)

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I. MISSION

The mission of the Child Exploitation Task Force (CETF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children within the FBI's jurisdiction; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

II. CASE ASSIGNMENTS

- A. The FBI SSA with designated oversight for operational and investigative matters will be responsible for opening, monitoring, directing, and closing CETF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
- B. Assignments of cases to CETF personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for operational and investigative matters.
- C. For FBI administrative purposes, CETF cases will be entered into the relevant FBI computer system.
- D. CETF members will have equal responsibility for each case assigned. CETF personnel will be totally responsible for the complete investigation from predication to resolution.

III. INVESTIGATIVE EXCLUSIVITY

- A. It is agreed that matters designated to be handled by the CETF will not knowingly be subjected to non-CETF law enforcement efforts by any of the Participating Agencies. It is incumbent on each participating agency to make proper internal notification regarding the CETF's existence and areas of concern.
- B. It is agreed that there will be no unilateral action taken on the part of the FBI or Participating Agencies relating to CETF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.
- C. CETF investigative leads outside of the geographic areas of responsibility for the CETF will be communicated and disseminated to other FBI offices for appropriate investigation.

IV. INFORMANTS

- A. The disclosure of FBI informants to non-CETF members will be limited to those situations where it is essential to the effective and optimal performance of the CETF. These disclosures must be consistent with applicable FBI guidelines.
- B. Non-FBI CETF members may not make any further disclosure of the identity of an FBI informant, including to other members of the CETF. Documents which identify, tend to identify, or may indirectly identify an FBI informant will not be released without prior FBI approval.
- C. In those instances where a Participating Agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

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- D. The United States Attorney General's Guidelines, and FBI policy and procedure for operating FBI informants and confidential human sources (CHS) must be strictly adhered to when opening and operating all FBI informants and CHSs in furtherance of CETF investigations. Documentation of, and any payments made to, FBI informants and CHSs must be in accordance with FBI policy and procedure.
- E. Operation, documentation, and payment of solely state, county, or local informants and CHSs opened and operated by non-FBI CETF members in furtherance of CETF investigations must be in accordance with the United States Attorney General's Guidelines. Documentation of state, county, or local informants and CHSs opened and operated in furtherance of CETF investigations will be maintained at an agreed location.

V. REPORTS AND RECORDS

- A. All investigative reporting will be prepared and documented in compliance with existing FBI policy, and all CETF reports will be maintained at an approved FBI location.
- B. All CETF reports prepared in cases assigned to state, county, or local participants will be maintained at an FBI approved location; whereby all original documents will be maintained by the FBI.
- C. All records and reports generated in CETF cases that are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CETF.
- D. All CETF investigative records maintained at the local Field Office of the FBI will be available to all CETF members, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.
- E. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CETF investigations will be maintained by the FBI. CETF personnel will strictly adhere to the FBI's rules and policies governing the submission, retrieval, and chain of custody.
- F. Subject to pertinent legal and/or policy restrictions and with SSA approval, copies of pertinent investigative documents and reports created by each member of the CETF will be made available for inclusion in the member's agency files.
- G. Any classified information and/or documents containing information that identifies or tends to identify an FBI informant must not be placed in the files of Participating Agencies unless appropriate FBI policy has been satisfied.

VI. FORENSIC EXAMINATION PROCEDURES

- A. Forensic Examinations are Restricted to CETF Evidence. The mission of the CETF is investigative and not forensic. Any forensic acquisition and examination of evidence must be authorized by the SSA, and shall only be conducted on evidence from an investigation initiated or adopted by the CETF.
- B. Procedures for Handling Digital Evidence Generated by CETF-Initiated Investigations. Digital evidence accepted, seized, acquired or intercepted by the CETF pursuant to a criminal investigation initiated or adopted as a CETF investigation, shall be forensically examined only when expressly authorized by the SSA, and only as follows:
 - 1. By any assignee to the CETF who:

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- a. Is affiliated with, certified, monitored or supervised by an established and recognized crime "laboratory" of his or her respective Participating Agency; and
 - b. Conducts such examination in conformity with the written protocols, policies, and procedures of such laboratory.
- 2. By any non-CETF personnel belonging to the criminal laboratory of a Participating Agency who:
 - a. Is affiliated with, certified, monitored or supervised by an established and recognized crime "laboratory" of a Participating Agency; and
 - b. Conducts such examination in conformity with the written protocols, policies, and procedures of -- and onsite at -- the Participating Agency's laboratory.
- 3. By FBI Personnel who:
 - a. Are FBI Computer Analysis Response Team (CART) trained and certified (or otherwise are trained and certified in a manner expressly accepted by CART); and
 - b. Conducts such examination in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI CART; or
 - c. Are FBI Forensic Audio/Video Image Analysis Unit (FAVIAU) trained and certified; and
 - d. Conducts such examinations in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI FAVIAU; or
 - e. Are FBI Digital Extraction Technicians (DEXT) trained and certified; and
 - f. Conducts such examinations in conformity with the written Standard Operating Protocols requirements of the DEXT Program.
- 4. Any FBI CART trained and certified personnel (or personnel otherwise trained and certified in a manner expressly accepted by CART) who:
 - a. Is assigned to an FBI-Affiliated Regional Computer Forensic Laboratory (RCFL); and
 - b. Conducts such examinations in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of that RCFL.
- C. Definition of the term "Laboratory". For purposes of inclusion but not exclusion under this section, a "laboratory" shall be considered established and recognized if it has become accredited in digital evidence examinations by a recognized accrediting body.
- D. Digital Evidence Generated by FBI-Initiated Investigations. Digital evidence accepted, seized, acquired or intercepted by FBI personnel which, at the time of its acceptance, seizure, acquisition or interception related to a non-CETF designated, FBI-initiated investigation shall be forensically examined by FBI personnel who:

1. Are FBI Computer Analysis Response Team (CART) trained and certified, and will conduct such examination in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI CART, or
 2. Are FBI Forensic Audio/Video Image Analysis Unit (FAVIAU) trained and certified and will conduct such examination in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI FAVIAU, or
 3. Are FBI Digital Extraction Technicians (DEXT) trained and certified and will conduct such examinations in conformity with the written Standard Operating Protocols requirements of the DEXT Program; or,
 4. Are otherwise expressly authorized in advance by an appropriate FBI Supervisor of the FBI Operational Technology Division.
- E. FBI Digital Forensic Examinations Conducted Only Pursuant to FBI CART Procedures and Protocols. All digital evidence examinations on either CETF or FBI-initiated or adopted investigations which are conducted by FBI personnel shall be:
1. Conducted by FBI CART trained and certified personnel in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI CART, unless otherwise expressly authorized in writing by FBI-HQ CART, or
 2. Conducted by FBI Digital Extraction Technicians (DEXT) trained and certified personnel in conformity with the written Standard Operating Protocols requirements of the DEXT Program; or,
 3. In the case of digital audio/ video / image forensic analysis by FBI FAVIAU trained and certified personnel who will conduct such examinations in conformity with the written Standard Operating Protocols and Quality Assurance Manual requirements of FBI FAVIAU.
- F. Evidence Storage. The SSA may designate a volunteering Participating Agency to exercise control over some or all of the evidence gathered by and in the course of CETF investigations and, thereafter, the rules and policies of that Participating Agency relating to the submission of evidence, retrieval, destruction and chain of custody shall apply. In the absence of a designation, the FBI shall exercise control over all such evidence and its rules and policies shall apply.

VII. INFORMATION SHARING

No information possessed by the FBI, to include information derived from informal communications by the CETF member with personnel of the FBI, may be disseminated by the CETF member to non-CETF personnel without the permission of the CETF member's designated FBI CETF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the Participating Agencies that would permit the Participating Agencies to receive that information directly. Likewise, the CETF member will not provide any Participating Agency information to the FBI that is not otherwise available to it unless authorized by appropriate Participating Agency officials.

VIII. PROSECUTIONS

- A. CETF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

- B. A determination will be made on a case-by-case basis whether the prosecution of CETF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CETF.
- C. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CETF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

IX. INVESTIGATIVE METHODS/EVIDENCE

- A. For cases assigned to an FBI Special Agent or in which FBI informants or CHSs are utilized, all parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- B. In all cases assigned to state, county, or local law enforcement participants, all parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
- C. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

X. UNDERCOVER OPERATIONS

All CETF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All Participating Agencies may be requested to enter into an additional agreement if a member of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

XI. USE OF FORCE

- A. Members of the CETF will follow their own agency's policy concerning firearms discharge and use of deadly force.
- B. Pursuant to Department of Justice Policy, all state/local officers participating in joint task force operations must be made aware of and adhere to the Department of Justice Policy Statement on the Use of Less-Than-Lethal-Devices.

XII. DEPUTATION

- A. Local and state law enforcement personnel designated to the CETF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations shall remain in effect throughout the tenure of each investigator's assignment to the CETF or until the termination of the CETF, whichever comes first.

- B. Administrative and personnel policies imposed by the Participating Agencies will not be voided by deputation of their respective personnel.

XIII. VEHICLES

- A. In furtherance of the CETF MOU and SOP, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for official CETF business and only in accordance with applicable FBI rules and regulations, including those outlined in the Government Vehicle Use Policy, 0430D. The assignment of an FBI owned or leased vehicle to a CETF member will require the execution of a separate Vehicle Use Agreement.
- B. All Participating Agencies agree that FBI vehicles will not be used to transport passengers unrelated to CETF business.
- C. The FBI and the United States will not be responsible for any tortuous act or omission on the part of a Participating Agency and/or its employees nor for any liability resulting from the use of an FBI owned or leased vehicle utilized by a CETF member, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
- D. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by a CETF member while engaged in any conduct other than his or her official duties and assignments under the CETF MOU and SOP.
- E. To the extent permitted by applicable law, the Participating Agency agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a CETF member which is outside the scope of his or her official duties and assignments under the CETF MOU and SOP.

XIV. PROPERTY AND EQUIPMENT

Property utilized by the CETF in connection with authorized investigations and/or operations, and is in the custody and control that is used at the direction of the CETF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CETF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CETF, will be the financial responsibility of the agency supplying said property.

XV. FUNDING

The CETF MOU and SOP are not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to the CETF MOU and SOP. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

XVI. FORFEITURES

- A. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CETF operations.

- B. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CETF investigations may be equitably shared with the agencies participating in the CETF.

XVII. DISPUTE RESOLUTION

- A. In cases of overlapping jurisdiction, the Participating Agencies agree to work in concert to achieve the CETF's objectives.
- B. The Participating Agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

XVIII. MEDIA RELEASES

- A. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and Participating Agency guidelines.
- B. Press releases will conform to DOJ Guidelines. No press release will be issued without FBI final approval.

XIX. SECURITY CLEARANCES

- A. Thirty days prior to being assigned to the CETF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the Questionnaire for Sensitive Positions (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.
- B. If, for any reason, a candidate is not selected, the Participating Agency will be so advised and a request will be made for another candidate.
- C. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- D. When FBI space becomes available, before receiving access, CETF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, CETF members will also be required to fully complete the SF-86 and the required fingerprint cards. In the interim, CETF members will not be allowed unescorted access to FBI space.
- E. Upon departure from the CETF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the CETF member.

XX. LIABILITY

- A. The Participating Agencies acknowledge that the CETF MOU and SOP do not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
- B. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.

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- C. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
- D. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: A CETF member who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to the CETF MOU and SOP may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d) (2). Upon such certification, the officer will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d) (2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any CETF member.
- E. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): A CETF member who has been specially deputized and who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to the CETF MOU and SOP may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to the local FBI Chief Division Counsel (CDC), who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual officer, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c) (4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any federal, state or local law enforcement officer.
- F. Liability for any conduct by a CETF member undertaken outside of the scope of his or her assigned duties and responsibilities under the CETF MOU and SOP shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

XXII. LEGAL CONSTRUCTION AND SEVERABILITY

- A. If any portion of this SOP or related MOU is declared invalid by a court of competent jurisdiction, this SOP shall be construed as if such portion had never existed, unless such construction would constitute a substantial deviation from the intent of the Participating Agencies as reflected in this SOP or related MOU.
- B. If any portion of this SOP or related MOU is found to be in conflict, the MOU shall be deemed to control.

xxxx end



Regular City Council Meeting

5. 18.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Councilman Jeff Griffith: Consider a resolution extending the reporting deadline of the Emergency Medical Service Advisory Committee.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Jeff Griffith, Councilman

Attachments

Resolution - Emergency Medical Service Extended

RESOLUTION

WHEREAS, the City Council of the City of Lubbock on February 16, 2016, adopted Resolution No. 2016-R0062 (the "Resolution"), creating and charging an ad hoc Emergency Medical Service Advisory Committee (the "Committee") to study issues relevant to ambulance services in the City of Lubbock; and

WHEREAS, the City Council further directed the Committee to meet, study, and report back to the City Council a summary of any findings, conclusions, or recommendations as to the subject matter of the charge, no later than forty-five (45) days from the date of the Resolution; and

WHEREAS, the Committee has convened and begun to study the charge in earnest, but due to the volume and complexity of the subject matter, now desires to have the deadline extended to accommodate all necessary discussions and deliberations; and

WHEREAS, the City Council desires to extend the deadline for the Committee to report back to the City Council accordingly; NOW, THEREFORE:

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

THAT the deadline set forth in Resolution No. 2016-R0062 for the Emergency Medical Service Advisory Committee to conclude its deliberations and report back to the City Council its findings, conclusions, or recommendations as to the subject matter of the charge set forth therein is hereby extended until the first regularly scheduled meeting of the City Council in April, 2017.

Passed by the City Council this _____ day of _____, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jeff Griffith, Councilman District 3

res.Emergency Medical Service 3/21/16





Regular City Council Meeting

6. 1.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0045 Zone Case 3280, a request of Jess Lovi, Jr., for a zoning change from R-1 to M-1 on Lot 26, James Sub Addition, 1303 East 52nd Street.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General Comments:

The request is for a zone change from R-1 to M-1 for storage. This R-1 subdivision is completely surrounded by M-1 zoning. The most recent residential development in this area was in August 2014, when the Zoning Board of Adjustment allowed a mobile home to be placed at 1113 East 56th Street.

Adjacent Land Uses:

North: M-1 (light industrial and commercial uses along 50th Street)

South: R-1 (vacant land)

East: R-1 (two single family homes)

West: R-1 (two single family homes and two vacant lots)

Comprehensive Land Use Plan (CLUP):

The request for M-1 zoning is a minor change to the CLUP. However, the request is appropriate due to the fact that the subdivision is completely surrounded by M-1 zoning and there has been very little residential development in the last several years.

Zoning Policy:

The request is not consistent with zoning policies as the property is designated as a residential use and policy requires a buffer of separation between residential and heavy manufacturing uses. However, this area is already atypical in that you have a small pocket of residential that is completely surrounded by M-1 zoning. The neighborhood is also fairly undeveloped with many vacant lots.

Effect on the adjacent street and thoroughfare system:

By allowing a manufacturing zoning within a single family district, traffic in the area could increase and possibly cause a negative impact on the adjacent homes. However, since the proposed use is storage, it is unlikely that the amount of traffic will significantly increase.

Recommendations:

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3280

Zone Case Map - 3280

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. 3280**; A ZONING CHANGE FROM **R-1** TO **M-1** ZONING DISTRICT ON **LOT 26, JAMES SUB 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, 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. 3280

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **M-1** zoning district on **Lot 26**,

James Sub Addition, City of Lubbock, Lubbock County, Texas, located at 1303 E 52nd Street.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



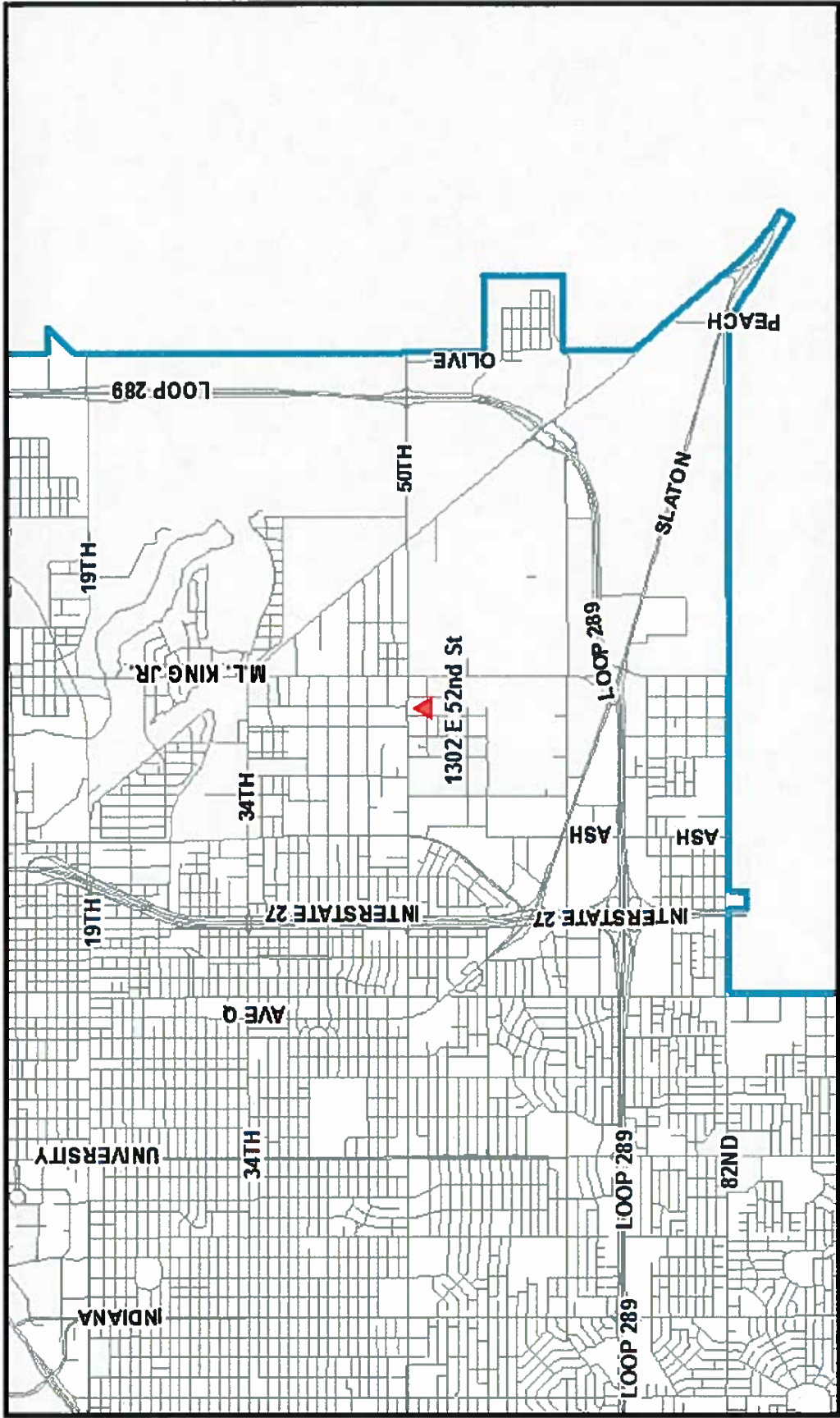
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

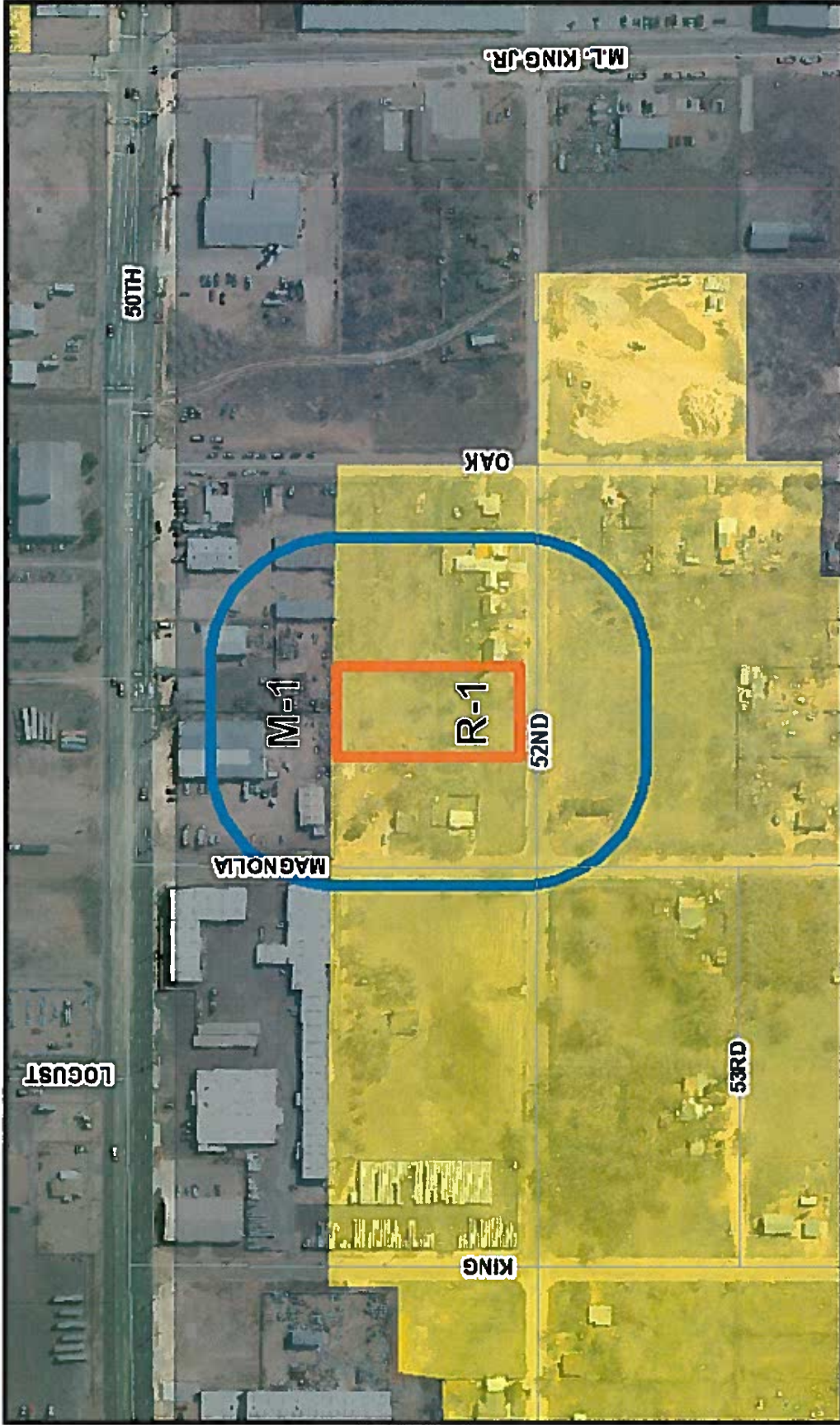


Justin D. Pruitt, Assistant City Attorney

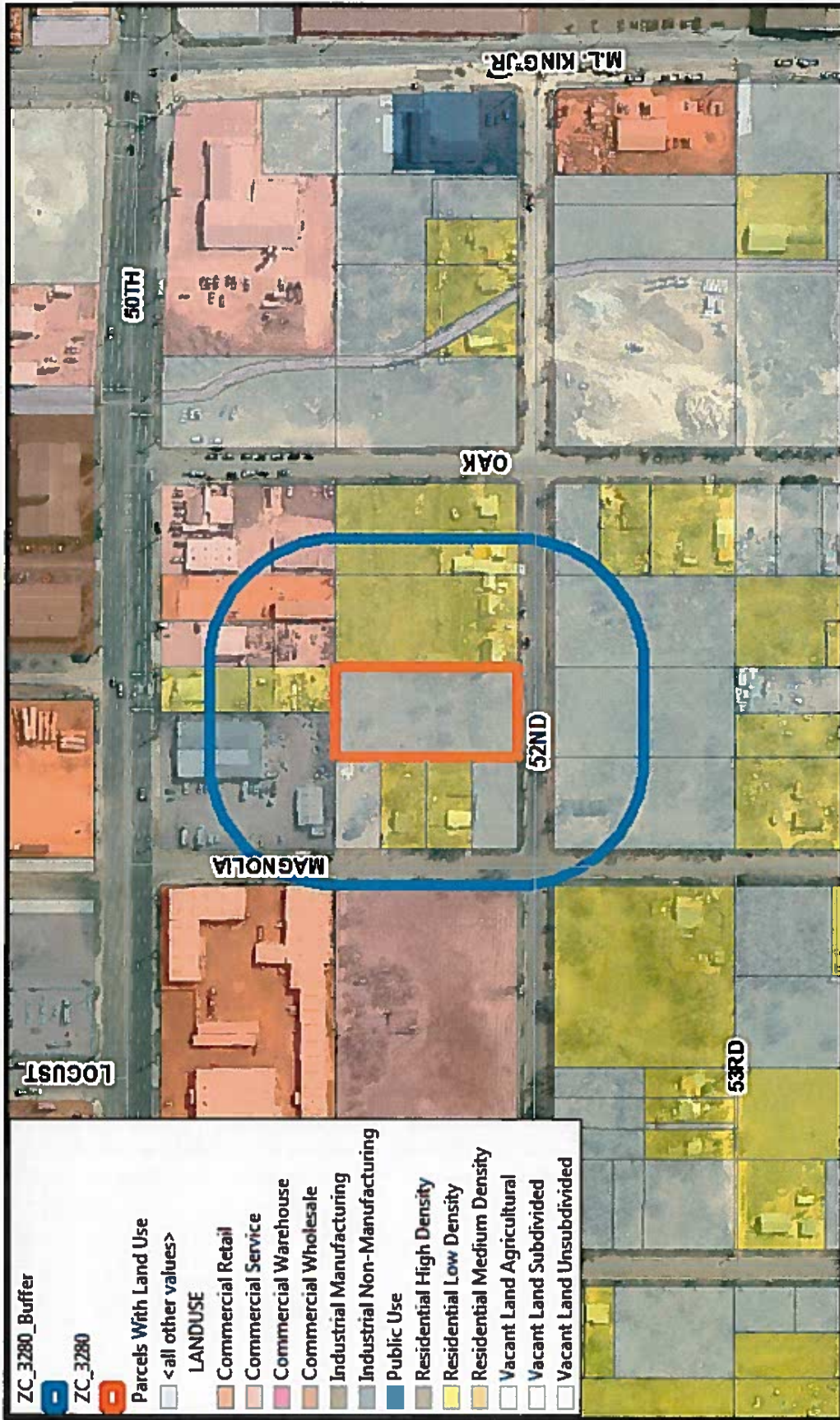
vw/cityatt/Justin/ZoneCase/ZC3280
March 3, 2016



P.Z.C. Case 3280



P.Z.C. Case 3280 Zoning



P.Z.C. Case 3280

Request of Jess Lovi Jr for a zoning change from R-1 to M-1, 1303 E 52nd Street



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JESS LOVE JR
1314 E. 50th St
Lubbock, TX 79404
(806) 741-1010

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 1303 E 52nd
Legal Description: James sub L 26
Existing Land Use: vacant Existing Zoning: R-1
Acreage or Square Footage of Property: 1.1 Acres
Zoning Requested: M-1

Proposed Development: STORAGE

If property is not subdivided, will preliminary plat be submitted?
Yes No
Applicant's Signature Date 2-4-16

Filing Fee: 478
(\$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: 26067 MAP 5

Zone Case No.: 3280 Agenda No.:
Request for zoning change from: R-1 To: M-1

on Lot(s): 26 Block(s):
Subdivision: James sub Address: 1303 E 52nd St

KS RC

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.: 3280

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR - 1 REC'D
PLANNING DEPARTMENT

Print Name

John Andrew French, trustee

Signature:

[Handwritten Signature]

Address:

2543 Boundary St San Diego CA 92109

Address of Property Owned:

1116 E 50th, Lubbock TX



Regular City Council Meeting

6. 2.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0046 Zone Case 2871-D, a request of Stellar Development Company for a zoning change from C-3 to A-2 on 4.773 acres of unplatted land out of Block AK, Section 28, 5902 98th Street.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General comments:

The request is to rezone a property from C-3 to A-2 for senior housing.

Adjacent land uses:

North: R-2 Duplex Zoning and 96th street.

South: A-2 St. Luke’s and 98th Street.

East: C-3 Stripes and across Frankford Avenue – Hope Lutheran Church

West: Firestation COL.

Comprehensive Land Use Plan (CLUP):

The project is consistent with the CLUP as it abuts residential and acts as a buffer to a major thoroughfare – 98th Street. The proposed request is considered a downzone from C-3 Commercial.

Zoning Policy:

A buffer districts such as A-2 is intended to provide alternative higher density multi-family developments which would be harmonious and compatible with lower-density uses. With limited access off 96th Street, the property should cause little to no impact towards the low density, duplex zone. The required setback from R-1/R-2 property from a single or multistory development along with a residential street should lessen the impact on the low density zoning.

25-15 feet front setback, 5 foot side setback, 10 feet rear setback.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

Staff supports the request.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2871-D

Map - 2871-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. 2871-D**; A ZONING CHANGE FROM **C-3** TO **A-2** ZONING DISTRICT ON **4.773 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28**, 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. 2871-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **A-2** zoning district on **4.773**

acres of unplatted land out of Block AK, Section 28, City of Lubbock, Lubbock County, Texas, located at 5902 98th 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/ZC2871-D
March 3, 2016

Metes and Bounds Description on a 4.771 Acre (207,838 sq. ft.) tract of land out of that tract described in Volume 5016, Page 242, Real Property Records of Lubbock County, Texas, and out of Section 28, Block AK, Lubbock County, Texas, and being more particularly described as follows;

Beginning at a 1/2" iron rod with cap, found for the Southwest corner of Tract "A", Day Estates, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2009015165, Official Public Records of Lubbock County, Texas, and in the North Right of Way line of 98th Street as described in Volume 5732, Page 272, Real Property Records of Lubbock County, Texas, for the Southeast and beginning corner of this tract;

Thence N87°59'40"W, along the said North Right of Way line of 98th Street, a distance of 504.58 feet to a crow's foot chiseled in concrete, set for the Southeast corner of that tract described in County Clerk File Number 2011027397, Official Public Records of Lubbock County, Texas, and for the Southwest corner of this tract;

Thence N02°00'11"E, along the East line of said tract described in County Clerk File Number 2011027397, a distance of 363.00 feet to an "x" chiseled in concrete, set in the South Right of Way line of 96th Street as described in Volume 9291, Page 229, Official Public Records of Lubbock County, Texas, for the Northeast corner of said tract described in County Clerk File Number 2011027397, and for the Northwest corner of this tract;

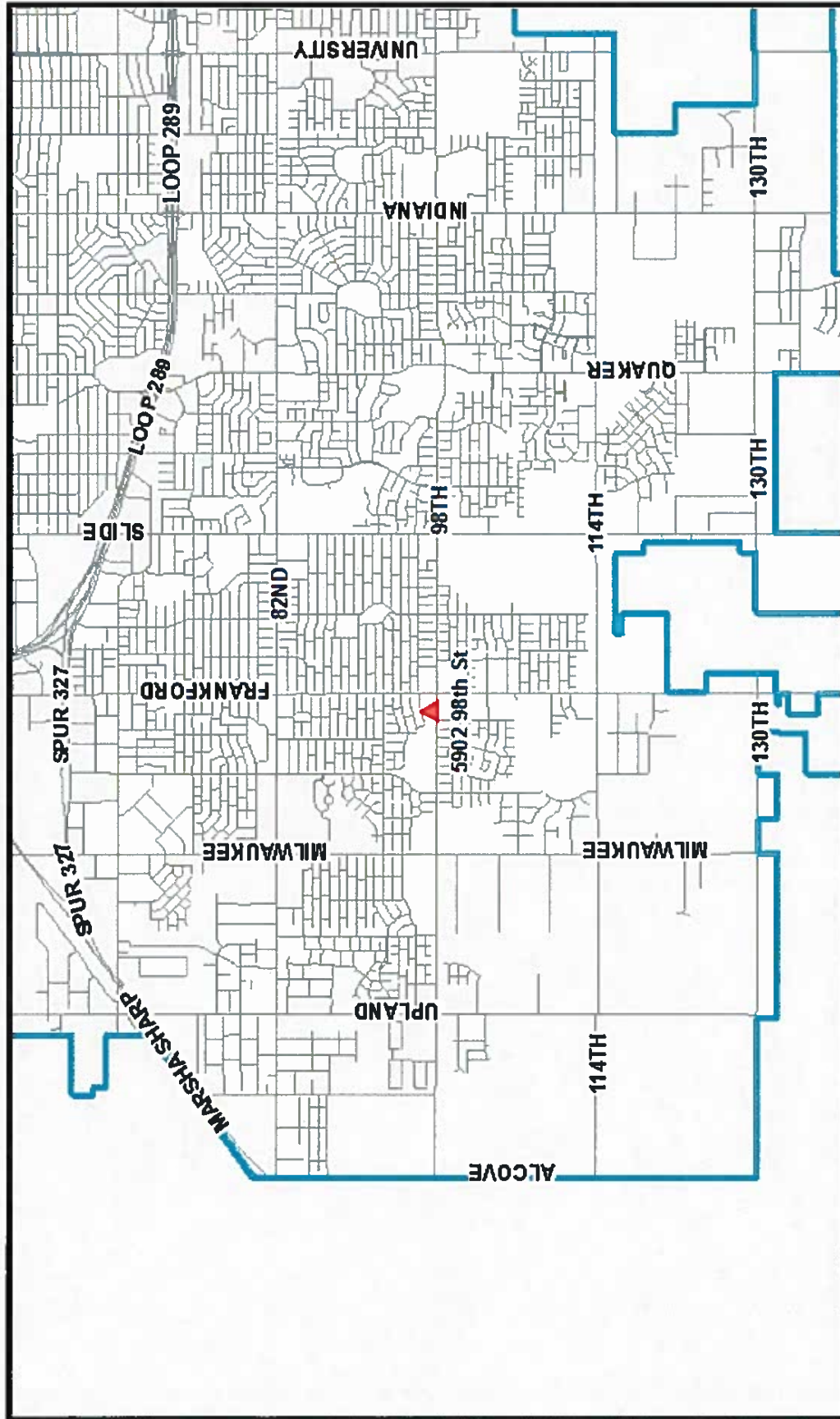
Thence N76°50'45"E, along the said South Right of Way line of 96th Street, a distance of 479.50 feet to a 1/2" iron rod with cap, found for the Northwest corner of that tract described in County Clerk File Number 2014000901, Official Public Records of Lubbock County, Texas, and for the most Northerly Northeast corner of this tract;

Thence S01°48'39"W, along the West line of said tract described in County Clerk File Number 2014000901, a distance of 228.14 feet to a 1/2" iron rod with cap, found for the Southwest corner of said tract described in County Clerk File Number 2014000901, and for a corner of this tract;

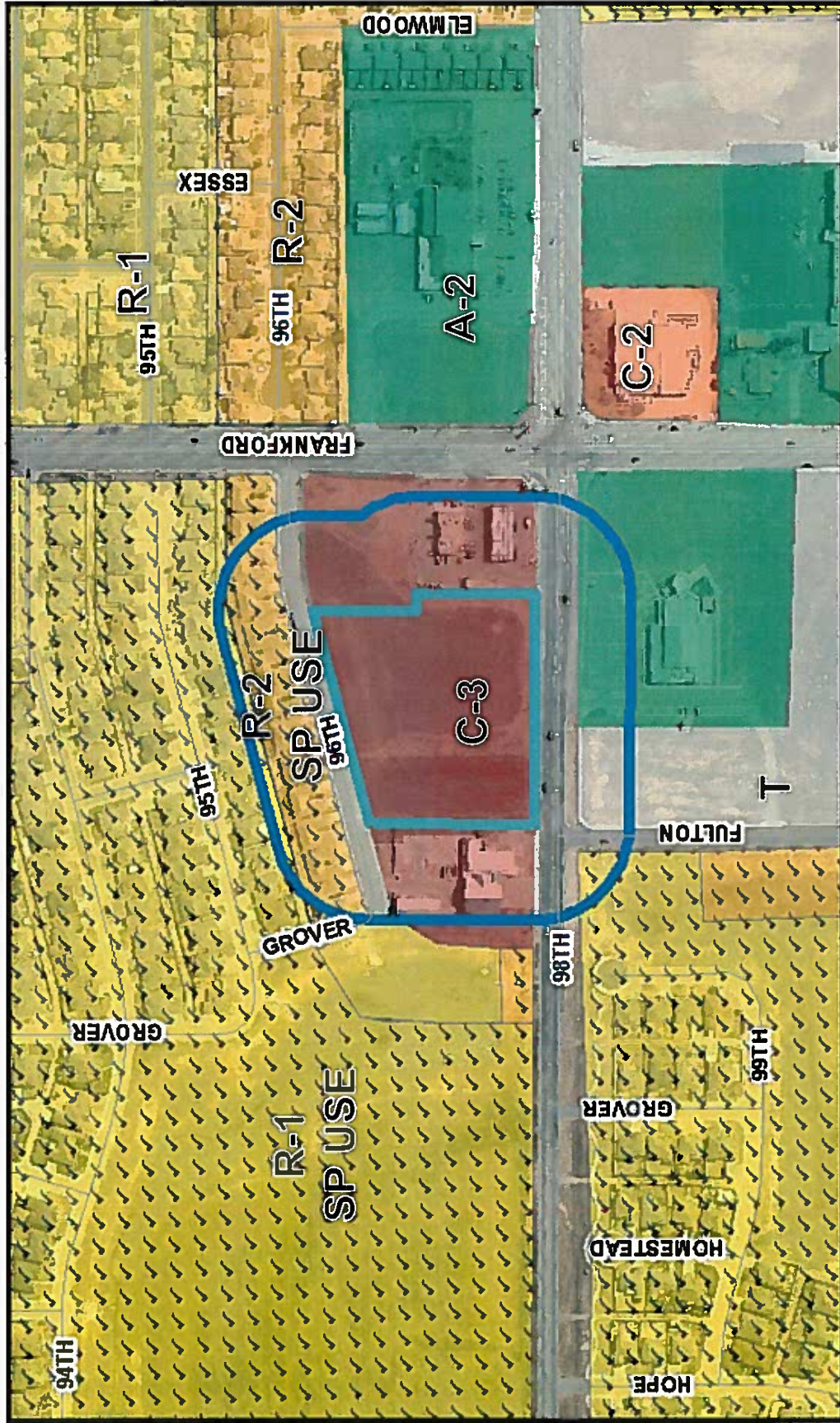
Thence S87°45'57"E, along the South line of said tract described in County Clerk File Number 2014000901, a distance of 39.96 feet to a 1/2" iron rod with cap, found for the Northwest corner of said Tract "A", Day Estates, an Addition, and for the most Easterly Northeast corner of this tract;

Thence S01°46'33"W, along the West line of said Tract "A", Day Estates, an Addition, a distance of 260.10 feet to the Point of Beginning.

Containing 4.771 Acres (207,838 sq. ft.) more or less



P.Z.C. Case 2871-D



P.Z.C. Case 2871-D Zoning



SH LUBBOCK 98TH, LP

February 3, 2016

City of Lubbock
1625 13th Street
Lubbock, Texas 79401

RE: Proposed The Villas
+/- 4.679 acres located on the NW corner of 98th & Frankford Ave.

Ladies and Gentlemen:

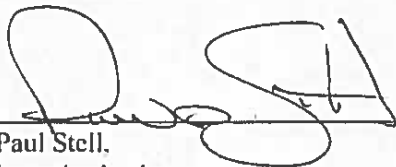
SH Lubbock 98th, LP (the "Applicant") proposes to construct a multifamily housing property called The Villas Apartments on the tract referenced above. An application is in the process of being made to the City of Lubbock (the "City") for change of zoning of the site to permit the proposed development.

In consideration for the City's consideration of the zoning application, the Applicant and its affiliates voluntarily and knowingly waive, release and discharge the City and its affiliates, employees, officers, and agents (the "City Parties") from all claims, liabilities, demands, and causes of action, known or unknown, fixed or contingent, which the Applicant may have or claim to have against any of the City Parties resulting from any failure of the zoning application to be approved (the "Claims"). The Applicant and its affiliates agree not to file a lawsuit to assert such Claims.

Sincerely,

SH Lubbock 98th, LP

By:


Paul Stell,
its authorized representative



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Stellar Development Company
6502 Slide Rd. Ste 404
Lubbock TX 79424
(806) 771-2030

For CCDR LTD.
679 CR 224
Meadow TX 79345

Location or Address: 5804 98th St.
Legal Description: BLK AK SEC 28 AB 750 TR C OF S/3 AC: 70.2554
Existing Land Use: Vacant Unsubdivided Existing Zoning: C3
Acreage or Square Footage of Property: 4.679 acres
Zoning Requested: A-2 three story

Proposed Development: Multifamily Residential

If property is not subdivided, will preliminary plat be submitted? Yes X No

Applicant's Signature

Date

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 2871-0

Agenda No.: Map 21

Request for zoning change from: C-3

To: A-2

on 4.679 acres of unplatted land out of Block AK, section 28

on Lot(s):

Block(s):

Subdivision:

Address: 5902 98th St

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.: 2871-D

In Favor of

Opposed

Reasons and/or Comments:

Not interested in having high density apartments so close to our house. Concerned it may reduce the value of our home, increase crime, and increase foot & vehicle traffic in our neighborhood.

Print Name Michael Van Horn & Stephanie Van Horn

Signature: Michael Van Horn Stephanie Van Horn

Address: 5901 95th St, Lubbock TX 79424

Address of Property Owned: 5901 95th St Lubbock TX 79424

20 of 21
RECEIVED
MAR - 1 REC'D
PLANNING DEPARTMENT

Zone Case Number: 2871-D 81733
VAN HORN MICHAEL & STEPHANIE A
5901 95TH ST

LUBBOCK TX 79424



Regular City Council Meeting

6.3.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0047 for Zone Case 3281, a request of Alliance Realty Services, for Yates II by LC, for a zoning change from T, C-2A, and C-3 to IHC on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, Southeast corner of 19th Street and West Loop 289.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General comments:

The request is to zone a property from T to IHC. The proposed case is for surplus Texas Department of Transportation (TxDOT) land after the removal of the cloverleaf ramps.

Adjacent land uses:

- North: 19th Street and IHC (Academy)
- South: C2 (Beehive Assisted Living)
- East: C-3 (Joel’s, Yates flooring)
- West: West Loop 289

Comprehensive Land Use Plan (CLUP):

The project is consistent with the CLUP as the zoning would serve a city-wide or regional area.

Zoning Policy:

The property is surplus TxDOT Right-of way which was previously zoned T when it was a portion of the clover ramp on/off West Loop 289. We use transitional zoning when annexing a property into the city limits. TxDOT has since abandoned this right-of-way, leaving the property still zoned transitional. The property to the north has previously been zoned IHC and had the same situation as this one. The additional acreage is zoned C-3 and the change would clean up the zoning and zone the area uniformly IHC.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

Staff supports the request.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance Revised - Zone Case 3281

Map - 3281

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. 3281**; A ZONING CHANGE FROM **T, C-2A, AND C-3 TO IHC** ZONING DISTRICT **ON TRACT 1-C, TRACT 1-D, SOUTH 15 FEET OF TRACT 1-B AND TRACT 1-A, LESS 4 FEET EAST OF 170 FEET NORTH, SNOW DAVIS ADDITION, AND 7.0456 ACRES OF UNPLATTED LAND, SECTION 44, BLOCK AK, 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. 3281

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-2A, and C-3 to IHC** zoning district **on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, City of Lubbock, Lubbock County, Texas, located at Southeast corner of 19th Street and 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:



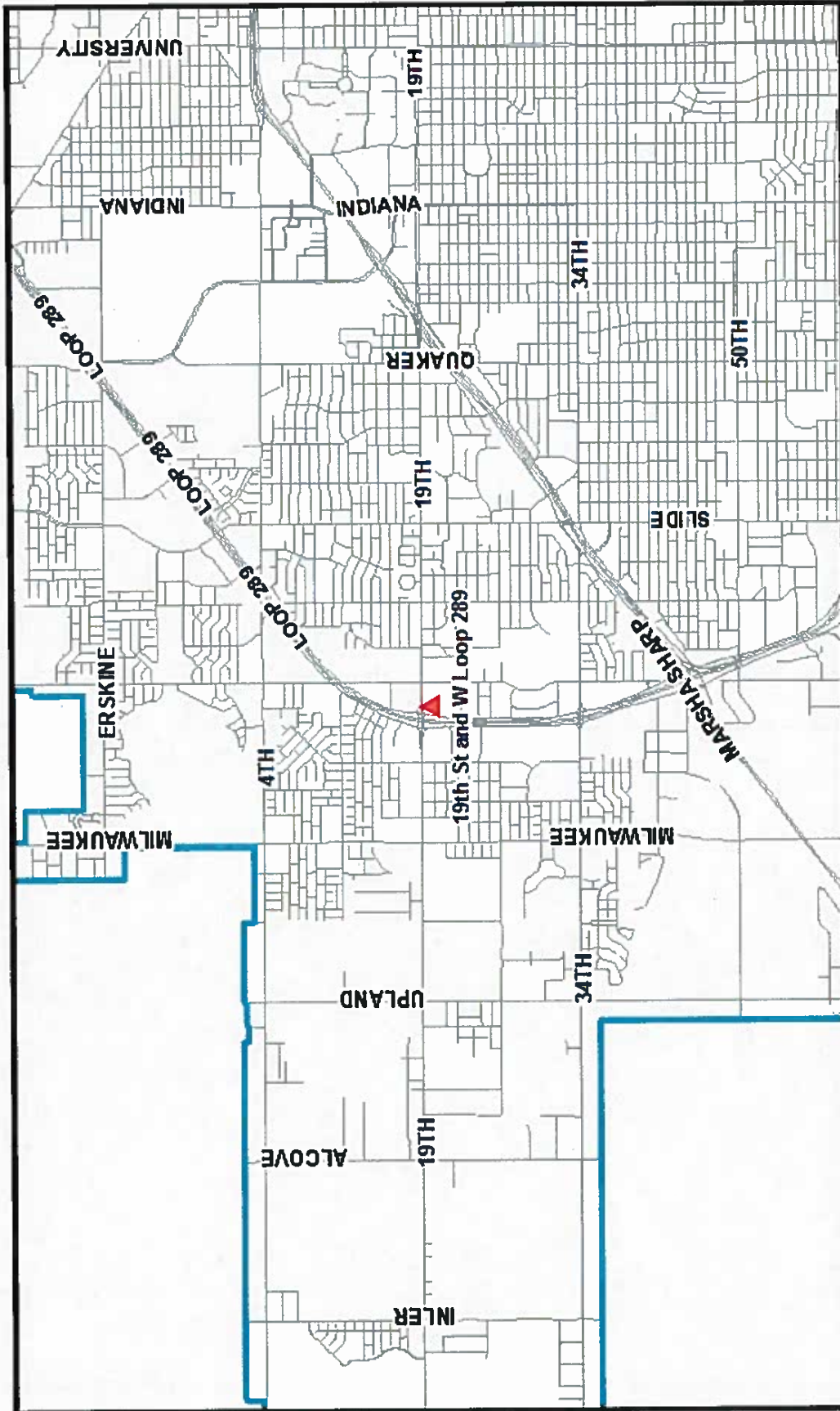
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

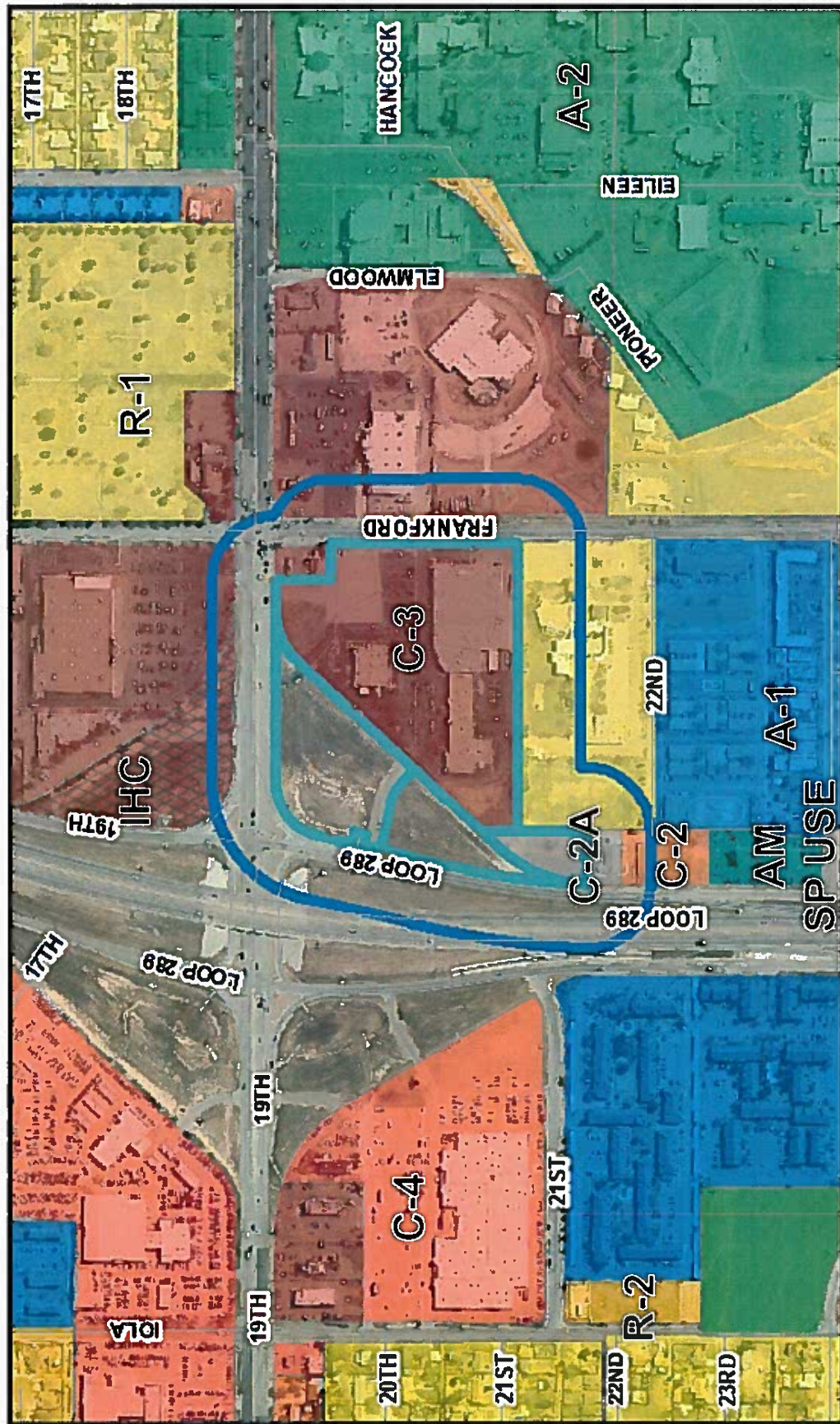


Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3281
March 3, 2016



P.Z.C. Case 3281



P.Z.C. Case 3281 Zoning

A=376.42'
R=2425.03'
D=08°53'37"
CB=N 09°02'40" E
CD=376.04'

1.946 ACRES
(84,753 SQ. FT.)

CALLED 27.622 ACRES
STATE OF TEXAS
VOLUME 819, PAGE 17
D. R. L. C. T.

SEE
DETAIL "A"

PASSING
AT 299.90'
A 3/8" IRF

WEST LOOP 289
(A VARIABLE WIDTH RIGHT-OF-WAY)

EXISTING
RIGHT-OF-WAY
LINE

PROPOSED
RIGHT-OF-WAY
LINE

1/2" CIRF
"HUGO REED &
ASSOC." (CM)

TRACT "I-D"
SNOW DAVIS ADDITION
VOLUME 1876, PAGE 897
P.R.L.C.T.

PASSING AT AN ARC
LENGTH OF 85.47'
A 1/2" CIRF "HUGO
REED & ASSOC." (CM)

FOUND 60D
NAIL (CM)

STRAIGHT ONLY
AND RIGHT TURN
ONLY SIGN

VENT PIPE

1/2" CIRF
"HUGO REED &
ASSOC." (CM)

1/2" CIRF
"HUGO REED &
ASSOC." (CM)

20' ALLEY

ATMOS
ENERGY
BURIED GAS
PIPELINE
MARKER

NTS COMMUNICATIONS
TELEPHONE PEDESTAL
NTS COMMUNICATIONS VAULT

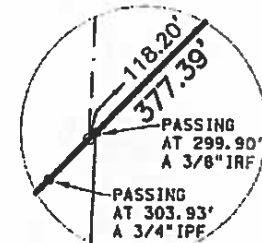
1/2" CIRF
"HUGO REED &
ASSOC." (CM)

W. MAYFIELD SURVEY
ABSTRACT NO. 1395

A=302.19'
R=477.00'
D=36°17'54"
CB=S 26°26'51" W
CD=297.16'

LOT 1
MCCUIRE ADDITION
VOLUME 870, PAGE 870
P.R.L.C.T.

DETAIL "A"
NOT TO SCALE



CALLED 0.9495 ACRES
YATES/IBY, L.C.
DOCUMENT NO. 2014003927
O.P.R.L.C.T.

EXISTING
RIGHT-OF-WAY
LINE

STA 109+63.20
152.99' LT
1/2" CIRF "HUGO REED & ASSOC."
BEARS S 24°20'52" E 0.22'

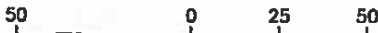
FOUND MAG
NAIL (CM)

WOOD FENCE

1/2" CIRF
"HUGO REED &
ASSOC." (CM)

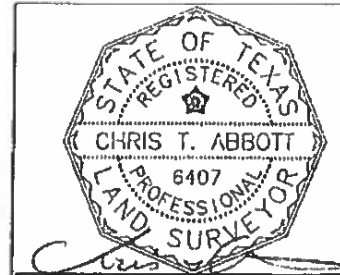
WROUGHT
IRON FENCE

GRAPHIC SCALE



1" = 50'

* DENOTES A CALCULATED AREA



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10108900

© 2010



PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

FILE
SURPLUS 1
SCALE
1" = 50'

WEST LOOP 289

DIVISION
5
COUNTY
LUBBOCK

FEDERAL AID PROJECT NO.

R.O.W.-C.S.J. NO.
0783-02-087

SURPLUS TRACT NO. 1

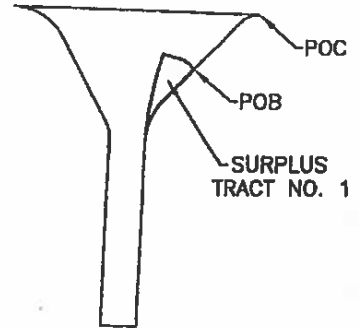
| AREA SUMMARY | ACRES | SQUARE FEET |
|-----------------------------|---------|-------------|
| TOTAL TxDOT ROW AREA | 32.575* | 1,418,967* |
| AREA WITHIN TxDOT ROW | 1.946 | 84,753 |
| REMAINDER AREA OF TxDOT ROW | 30.629* | 1,334,214* |

NOTES:

1. ALL COORDINATES AND BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83, CORS 96 (EPOCH 2002.00), NORTH CENTRAL ZONE 4202. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY TxDOT CONVERSION FACTOR FOR LUBBOCK COUNTY OF 1.000293077.
2. A DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. ALL STATIONS AND OFFSETS SHOWN ARE CALCULATED RELATIVE TO THE PROJECT CENTERLINE (LOOP 289 BASELINE) UNLESS OTHERWISE NOTED.

LEGEND:

- ADL ACCESS DENIAL LINE (CONTROL OF ACCESS)
- ASSOC. ASSOICATES
- CIRF IRON ROD FOUND WITH CAP
- CIRS IRON ROD SET WITH CAP
- (CM) CONTROLLING MONUMENT
- D.R.L.C.T. DEED RECORDS OF LUBBOCK COUNTY, TEXAS
- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- LT LEFT
- NO. NUMBER
- O.P.R.L.C.T. OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- P.R.L.C.T. PLAT RECORDS OF LUBBOCK COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- RT RIGHT

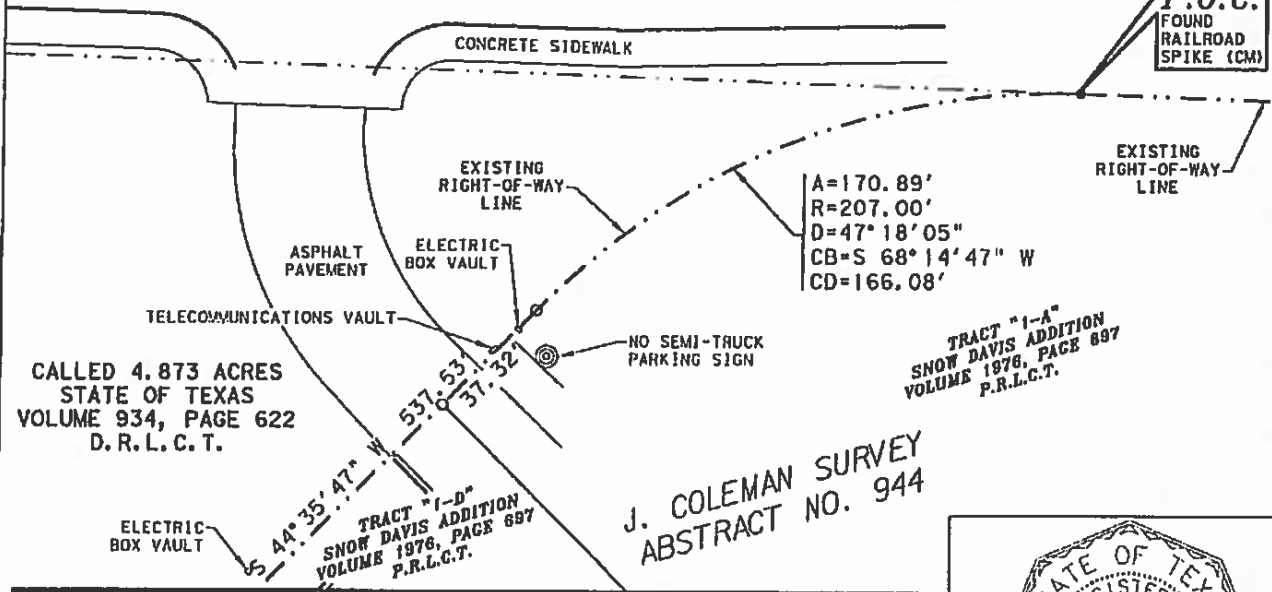


EXISTING RIGHT-OF-WAY SKETCH AND LOCATION OF SURPLUS TRACT NO. 1

STATE HIGHWAY NO. 114
(19TH STREET)

(A VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 734, PAGE 579
P.R.L.C.T.

P.O.C.
FOUND
RAILROAD
SPIKE (CM)

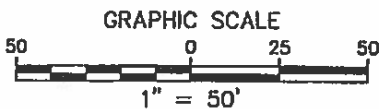


CALLED 4.873 ACRES
STATE OF TEXAS
VOLUME 934, PAGE 622
D. R. L. C. T.

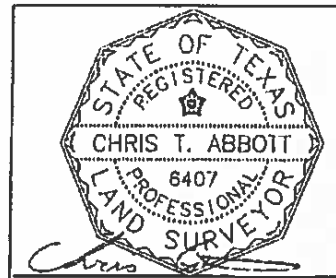
TRACT "1-A"
SNOW DAVIS ADDITION
VOLUME 1976, PAGE 697
P.R.L.C.T.

J. COLEMAN SURVEY
ABSTRACT NO. 944

PAGE 6 OF 8



* DENOTES A CALCULATED AREA



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10108900



| | | | |
|--|-------------------------|----------------------------------|-------------------|
| PLAT OF A SURVEY OF SURPLUS TRACT NO. 1 | | | |
| FILE SURPLUS 1 | WEST LOOP 289 | DIVISION 5 | COUNTY LUBBOCK |
| SCALE 1" = 50' | FEDERAL AID PROJECT NO. | R.O.W.-C.S.J. NO. 0783-02-087 | |

| | | |
|--------------------------------|---------------------|------------------------|
| SURPLUS TRACT NO. | 1 | |
| AREA SUMMARY | ACRES | SQUARE FEET |
| TOTAL TxDOT ROW AREA | 32.575 ^a | 1,418,967 ^a |
| AREA WITHIN TxDOT ROW | 1.946 | 84,753 |
| REMAINDER AREA OF TxDOT ROW | 30.629 ^a | 1,334,214 ^a |

W. MAYFIELD SURVEY
ABSTRACT NO. 1395

CALLED 4.873 ACRES
STATE OF TEXAS
VOLUME 934, PAGE 622
D.R.L.C.T.

AT&T BURIED
CABLE MARKER
AT&T VAULT

WATER
METER

SPRINKLER
VALVE

20' UNDERGROUND
UTILITY EASEMENT
VOLUME 1976, PAGE 697
P.R.L.C.T.

SPRINKLER
VALVE

J. COLEMAN SURVEY
ABSTRACT NO. 944

TRACT "I-D"
SNOW DAVIS ADDITION
VOLUME 1976, PAGE 697
P.R.L.C.T.

EXISTING
RIGHT-OF-WAY
LINE

ASPHALT
PAVEMENT

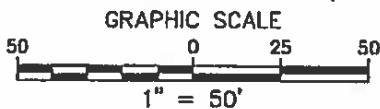
APPROXIMATE LOCATION OF SURVEY LINE

FIRE
HYDRANT

NO SEMI-TRUCKS
PARKING SIGN

AT&T BURIED
CABLE MARKER

LIGHT
STANDARD



CHRIS T. ABBOTT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6407 TEXAS FIRM NO. 10108900

* DENOTES A CALCULATED AREA

© 2010



PLAT OF A SURVEY
OF SURPLUS TRACT NO. 1

| | | |
|----------------|-------------------------|------------------------------|
| FILE SURPLUS 1 | WEST LOOP 289 | DIVISION 5 |
| SCALE 1" = 50' | FEDERAL AID PROJECT NO. | R.O.W.-C.S.J NO. 0783-02-087 |
| | | COUNTY LUBBOCK |

| | | |
|-----------------------------|---------|-------------|
| SURPLUS TRACT NO. | 1 | |
| AREA SUMMARY | ACRES | SQUARE FEET |
| TOTAL TxDOT ROW AREA | 32.575* | 1,418,967* |
| AREA WITHIN TxDOT ROW | 1.946 | 84,753 |
| REMAINDER AREA OF TxDOT ROW | 30.629* | 1,334,214* |

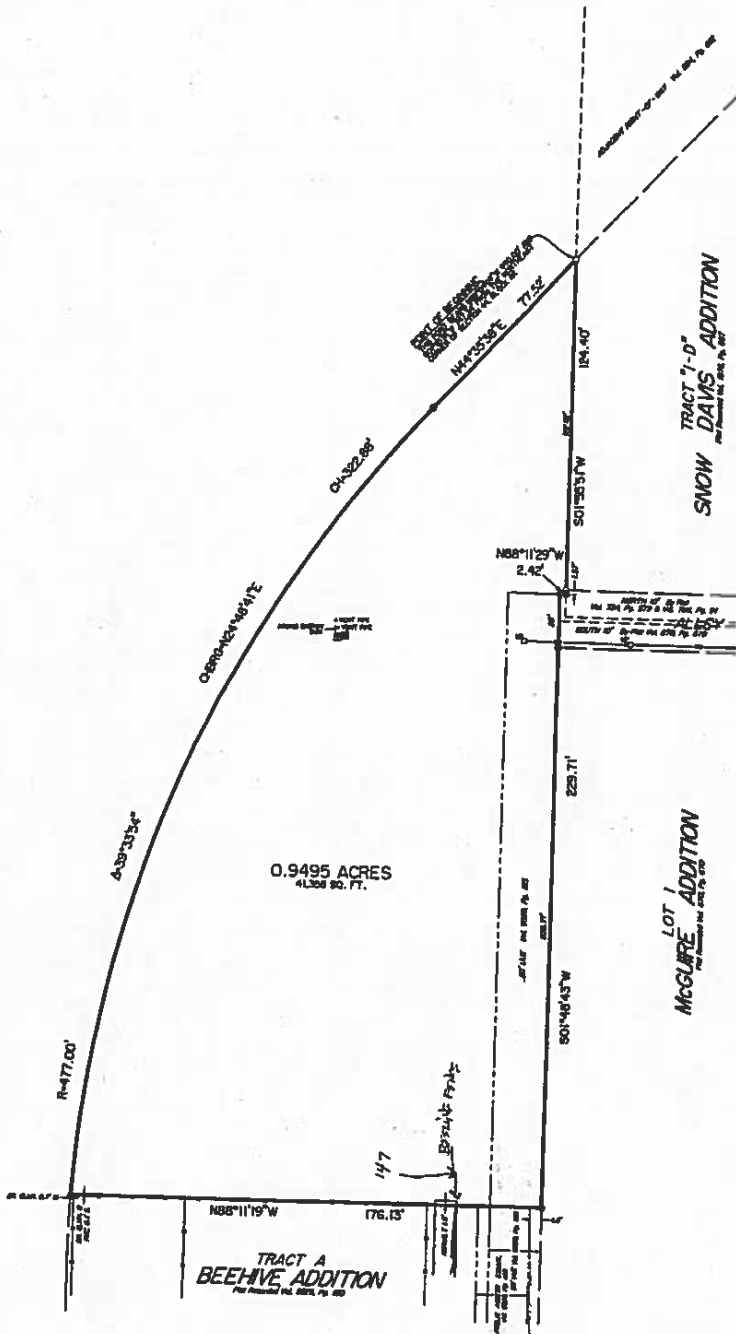
PAGE 7 OF 8

PERIMETER AND IMPROVEMENT SURVEY OF
A 0.9495 ACRE TRACT LOCATED IN
SECTION 44, BLOCK AK
LUBBOCK COUNTY, TEXAS

289

LOOP
ADJACENT RIGHT-OF-WAY 1987, Vol. 185, Pg. 45

WEST



0.9495 ACRES
41,358 SQ. FT.

ARTICLES AND BOUNDS DESCRIPTION of a 0.9495 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found in the Southeast right-of-way line of West Loop 289 as described in Volume 819, page 43 and Volume 934, Page 622 of the Deed Records of Lubbock County, Texas at the Northwest corner of Tract "I-D", Snow Davis Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1976, Page 697 of the Deed Records of Lubbock County, Texas and the North corner of this tract, which bears N. 85°04'09" W. a distance of 996.00 feet and S. 01°53'51" W. a distance of 747.34 feet from the Northeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE S. 01°53'51" W., along the Western boundary of said Tract "I-D", at 122.82 feet past a 3/8" iron rod found at the Southwest corner of said Tract "I-D", continuing for a total distance of 124.40 feet to a 1/2" iron rod with cap found at a corner of this tract;

THENCE N. 85°11'29" W. a distance of 2.42 feet to a 3/8" iron rod with cap set for a corner of this tract;

THENCE S. 01°48'43" W., at 20.00 feet past a 1/2" iron rod with cap found at the Northwest corner of Lot 1, McGuire Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 870, Page 870 of the Deed Records of Lubbock County, Texas, continuing along the Western boundary of said Lot 1, a total distance of 229.71 feet to a 1/2" iron rod with cap found at the Northeast corner of Tract A, Beehive Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 9429, Page 160 of the Official Public Records of Lubbock County, Texas, the Southeast corner of this tract;

THENCE N. 85°11'19" W., along the Northern boundary of said Tract A, a distance of 176.13 feet to a "MAG" well found in said Southeast right-of-way line, at the Northwest corner of said Tract A and the Southwest corner of this tract;

THENCE Northerly along said Southeast right-of-way line around a curve to the right, said curve having a radius of 477.00 feet, a central angle of 39°33'54", a chord bearing of N. 34°48'41" E. and a chord distance of 322.85 feet to a 1/2" iron rod with cap found at a point of intersection;

THENCE N. 44°33'38" E., continuing along said Southeast right-of-way line, a distance of 77.52 feet to the Point of Beginning.

Contains: 41,358 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.

CERTIFICATION TO: Lubbock Abstract Co.
FOR: GE# 2013-1322 Years ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
January 30, 2014

Brent Carroll
Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas



- NOTES:
SCALE: 1" = 30'
● - SET 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 3/8" IRON ROD
▲ - FOUND "MAG" NAIL
■ - VALV-T-NTS
■ - RESE-NTS
○ - UTILITY POLE
--- OVERHEAD POWER LINE
131776 / SL6 (ST)

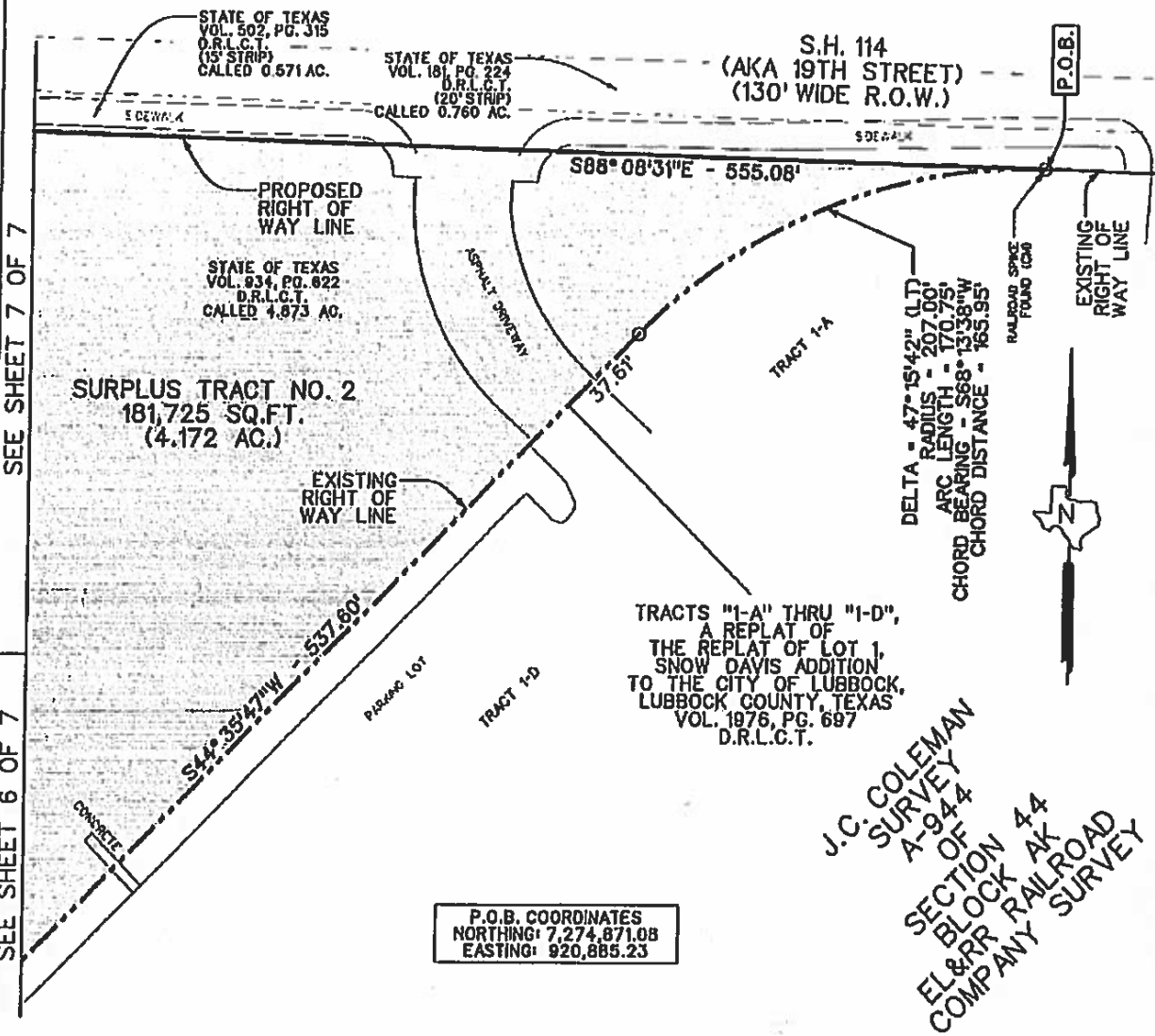
No abstract of this or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Brent Carroll

WARNING
This plot is invalid unless it bears an original signature across an embossed seal.

BRUCE REED AND ASSOCIATES, INC.
LAND SURVEYORS
131776 / SL6 (ST)

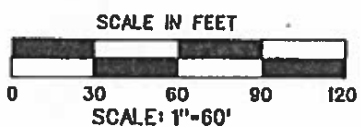
EXHIBIT "A"
PAGE 5 OF 7



SEE SHEET 7 OF 7

SEE SHEET 6 OF 7

P.O.B. COORDINATES
NORTHING: 7,274,871.08
EASTING: 920,885.23



LEGEND

| | |
|-----------------------|-----------|
| PROPOSED ROW LINE | ————— |
| EXISTING ROW LINE | - - - - - |
| PROPERTY LINE | ————— |
| COUNTY LINE | ————— |
| DEMOL. OF ACCESS LINE | - - - - - |
| SURVEY LINE | ————— |
| FENCE LINE | ————— |
| CITY LIMITS | ————— |
| EASEMENTS | ————— |
| RAILROAD | ————— |
| STRUCTURES | ————— |

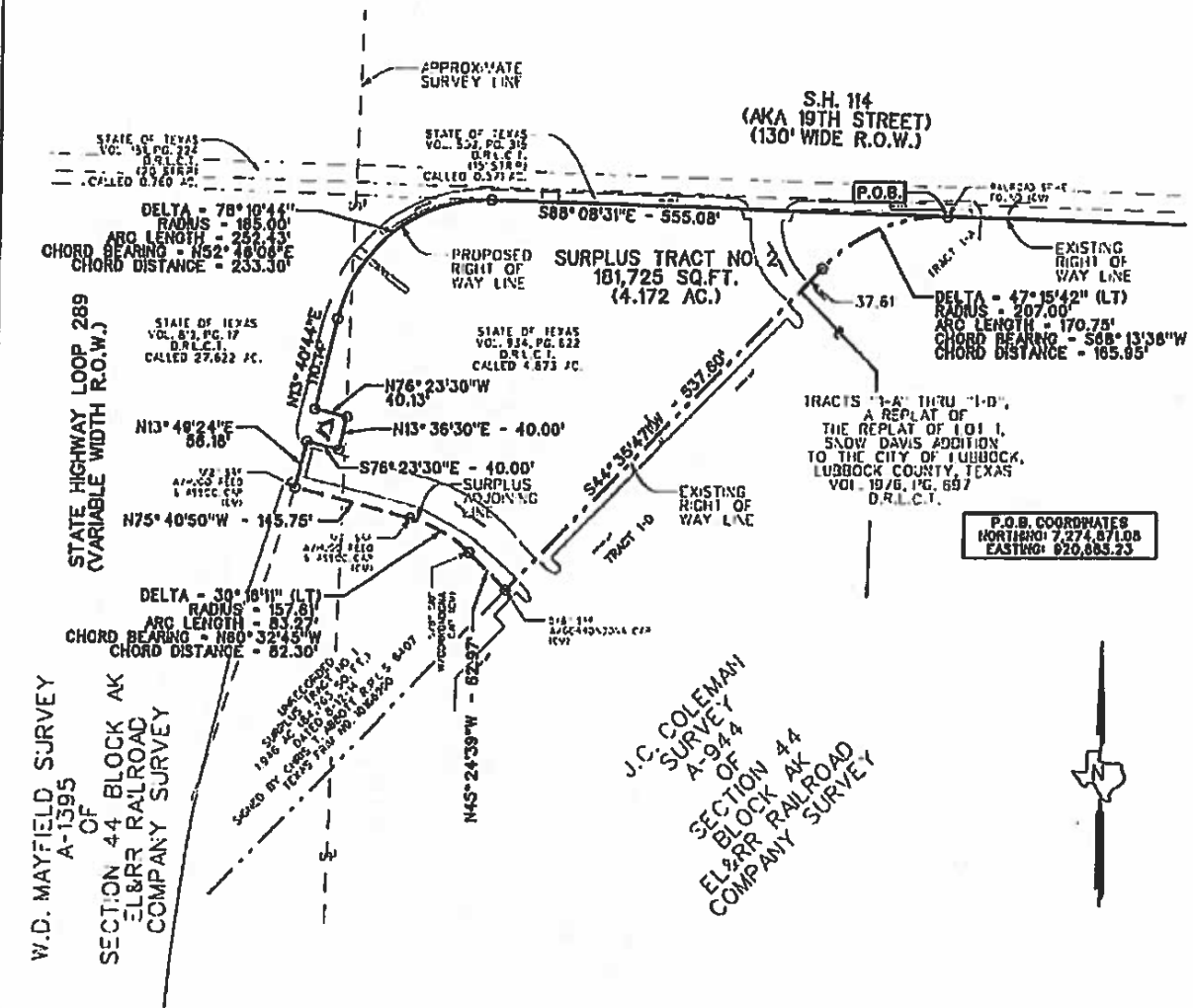
○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- SPF - STEEL PIPE FOUND
- SRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. (4.172 AC.)
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\1\001-18-2012\14017.CDD LOOP 289 & 19TH LUBBOCK COUNTY TEXAS PARCEL PACC 1.dwg

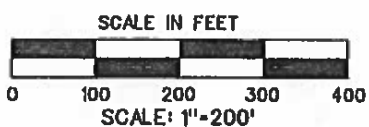
EXHIBIT "A"
PAGE 4 OF 7



P.O.B. COORDINATES
NORTHERN: 7,274,871.08
EASTING: 920,885.23

W.D. MAYFIELD SURVEY
A-1395
OF
SECTION 44 BLOCK AK
ELBRR RAILROAD
COMPANY SURVEY

J.C. COLEMAN
SURVEY
A-944
OF
SECTION 44
BLOCK AK
ELBRR RAILROAD
COMPANY SURVEY



LEGEND

| | |
|-----------------------|-----|
| PROPOSED ROW LINE | --- |
| EXISTING ROW LINE | --- |
| PROPERTY LINE | --- |
| COUNTY LINE | --- |
| DEMAIL OF ACCESS LINE | --- |
| SURVEY LINE | --- |
| FENCE LINE | --- |
| CITY LIMITS | --- |
| EASEMENTS | --- |
| RAILROAD | --- |
| STRUCTURES | --- |

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 2
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
181,725 SQ.FT. [4.172 AC.]
TRACT OF LAND IN THE
W.D. MAYFIELD SURVEY
ABSTRACT NUMBER 1395
AND
J.C. COLEMAN SURVEY
ABSTRACT NUMBER 944
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

© 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

S:\1\2014\11\10\1017\007 LOOP 289 & 19TH LUBBOCK\DRAWINGS\USE PARET.DWG\VAL.000

11/25/2014

Legal Descriptions

Tract 1-C Snow Davis Addition

Tract 1-D Snow Davis Addition

S15' of Tract 1-B & tract 1-A less E4' of N170' Snow Davis Addition

~~Tract 1-D Less SE/PT Snow Davis Addition~~

Exhibit A Tract 1 TxDot surplus land

Exhibit A Tract 2 TxDot surplus land

.09495 Acre Tract located in Section 44 Block AK (Hugo Reed Survey Attached)

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Page 3 of 8
August 12, 2014

Property Description for Tract No. 1

- (3) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said non-tangent curve to the right, having a radius of 2425.03 feet, a central angle of 08 degrees 53 minutes 37 seconds, and an arc length of 376.42 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;
- (4) THENCE North 13 degrees 29 minutes 28 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 136.15 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;
- (5) THENCE North 17 degrees 47 minutes 41 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 159.38 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for corner;
- (6) THENCE South 75 degrees 40 minutes 50 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 145.75 feet to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the right whose chord bears South 60 degrees 32 minutes 44 seconds East, a distance of 82.30 feet;
- (7) THENCE with said proposed southeasterly right-of-way line of said West Loop 289 and with said curve to the right, having a radius of 157.61 feet, a central angle of 30 degrees 16 minutes 09 seconds, passing at an arc length of 63.70 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 83.26 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner;
- (8) THENCE South 45 degrees 24 minutes 39 seconds East, with said proposed southeasterly right-of-way line of said West Loop 289, a distance of 62.97 feet to the POINT OF BEGINNING and containing 84,753 square feet or 1.946 acres of land, more or less.

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Page 2 of 8
August 12, 2014

Property Description for Tract No. 1

- (1) **THENCE South 44 degrees 35 minutes 47 seconds West**, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 4.873 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 182.27 feet, a point for the common southeasterly corner of said called 4.873 acre tract of land and northeasterly corner of said called 0.080 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said Tract "1-D", passing at a distance of 299.90 feet, a 3/8 inch iron rod found for the common westerly corner of said Tract "1-D" and northerly corner of a called 0.9495 acre tract of land conveyed to Yatesiiby, L.C. as recorded in Document No. 2014003927, Official Public Records of Lubbock County, Texas, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 0.080 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 300.47 feet, a point for the southerly corner of said called 0.080 acre tract of land common to a southeasterly corner of said called 27.622 acre tract of land, continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, passing at a distance of 303.93 feet, a 3/4 inch iron pipe found for reference, in all, a distance of **377.39 feet** to a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for the beginning of a curve to the left whose chord bears South 26 degrees 26 minutes 51 Seconds West, a distance of 297.16 feet;

- (2) **THENCE** continuing with the existing southeasterly right-of-way line of said West Loop 289, with the southeasterly line of said called 27.622 acre tract of land, and with the northwesterly line of said called 0.9495 acre tract of land, and with said **curve to the left**, having a **radius of 477.00 feet**, a central angle of 36 degrees 17 minutes 54 seconds, passing at an arc length of 85.47 feet, a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found (CM) for reference, in all, an arc length of 302.19 feet to a point for the intersection of the existing southeasterly right-of-way line of said West Loop 289 with the proposed southeasterly right-of-way line of said West Loop 289 at Station 109+63.20, 152.99 feet Left, from which a 1/2 inch iron rod with cap stamped "Hugo Reed & Assoc." found for reference bears South 24 degrees 20 minutes 52 seconds East, a distance of 0.22 feet, said point also being the beginning of a non-tangent curve to the right whose chord bears **North 09 degrees 02 minutes 40 seconds East**, a distance of **376.04 feet**;

EXHIBIT "A"

County: Lubbock
Highway: West Loop 289
Limits: Intersection of West Loop 289 to SH 114 (19th Street)
R.O.W. CSJ: 0783-02-087
CCSJ: 0783-02-001

Page 4 of 8
August 12, 2014

Property Description for Tract No. 1

NOTES:

1. All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83, CORS 96 (EPOCH 2002.00), North Central Zone 4202. All distances and coordinates shown are surface values and may be converted to grid by dividing by TxDOT conversion factor for Lubbock County of 1.000293077.
2. A plat of same date accompanies this description.
3. This survey was performed without the benefit of a title commitment.
4. All stations and offsets shown are calculated relative to the project centerline (Loop 289 baseline) unless otherwise noted.

I, Chris T. Abbott, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.



Chris T. Abbott
Registered Professional Land Surveyor No. 6407
Gorrondona & Associates, Inc.
7524 Jack Newell Boulevard S.
Fort Worth, Texas 76118
Office 817-496-1424 Fax 817-496-1768
Texas Firm No. 10106900



EXHIBIT "A"

County: Lubbock
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

Page 2 of 7
November 10, 2014

Description for Surplus Tract No. 2

D, in all a total distance of 537.60 feet to a 5/8 inch steel rod with a blue cap marked "Gorronadona" (controlling monument) found for the northeast corner of a called 1.946 acre tract of land designated as "Surplus Tract No. 1" dated August 12, 2014 by Chris T. Abbott R.P.L.S. 6407 (unrecorded at this time);

- 3) THENCE North 45 degrees 24 minutes 39 seconds West, departing said common line, along the north line of said Surplus Tract No. 1, over and across said 4.873 acre tract of land, a distance of 62.97 feet to a 5/8 inch steel rod with a blue cap marked "Gorronadona" (controlling monument) found for the beginning of a tangent curve to the left;
- 4) THENCE Northwestwardly, continuing along said north line, and across said 4.873 acre tract of land, and along said tangent curve to the left with a central angle of 30 degrees 16 minutes 11 seconds, an radius of 157.61 feet, an arc length of 83.27 feet, the chord of said curve bears North 60 degrees 32 minutes 45 seconds West, a distance of 82.30 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found;
- 5) THENCE North 75 degrees 40 minutes 50 seconds West, continuing along said north line, over and across said 4.873 acre tract of land, and across said 27.622 acre tract of land, a distance of 145.75 feet to a 1/2 inch steel rod found with a yellow cap marked "Hugo Reed & Associates" (controlling monument) found for the northwest corner of said Surplus Tract No. 1, being in the proposed easterly right of way of State Highway Loop 289;

THENCE departing said north line, continuing over and across said 4.873 acre tract of land and said 27.622 acre tract of land and along the proposed easterly and southerly right of way line of State Highway Loop 289 the following seven (7) courses and distances;

- 6) North 13 degrees 49 minutes 24 seconds East, a distance of 56.18 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;
- 7) South 76 degrees 23 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;
- 8) North 13 degrees 36 minutes 30 seconds East, a distance of 40.00 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;

EXHIBIT "A"

Page 3 of 7
November 10, 2014

County: Lubbock
Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)
R.O.W. CSJ: 0783-02-087

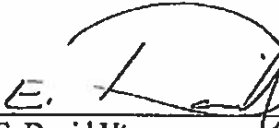
Description for Surplus Tract No. 2

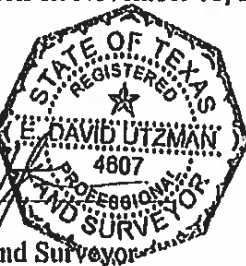
- 9) North 76 degrees 23 minutes 30 seconds West, a distance of 40.13 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;
- 10) North 13 degrees 40 minutes 44 seconds East, a distance of 110.14 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set for the beginning of a tangent curve to the right;
- 11) Northeastwardly, along said tangent curve to the right with a central angle of 78 degrees 10 minutes 44 seconds, a radius of 185.00 feet, an arc length of 252.43 feet, the chord of said curve bears North 52 degrees 46 minutes 06 seconds East, a distance of 233.30 feet to a 1/2 inch steel rod with a yellow cap marked "AZB" set;
- 12) South 88 degrees 08 minutes 31 seconds East, a distance of 555.08 feet to the POINT OF BEGINNING and containing 181,725 square feet [4.172 Acres] of land, more or less.

Basis of Bearings is the Texas Coordinate System of 1983, Texas North Central Zone (4202) North American Datum 1983 (N.A.D. 83) as determined by GPS observations using the TxDOT VRS network. All coordinates listed are adjusted to surface, with a grid to surface adjustment factor of 1.00011 (Lubbock County).

A survey plat of even survey date herewith accompanies this field note description.

I, E. David Utzman, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this land description and attached plat accurately depict an actual survey made on the ground under my supervision on November 10, 2014.


 E. David Utzman
 Registered Professional Land Surveyor
 Texas No. 4607



11/25/14
Date



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Alliance Realty Services
6306 Iola Suite 200
Lubbock, Tex. 79424
(806) 797-3220

For Yates II BY LLC
1901 W. Loop 289
Lubbock, Tex 79407
(806) 795-0070

Location or Address: SE Corner 19th Street & Loop 289

Legal Description: See Attached

Existing Land Use: Retail Existing Zoning: C-3& non-zoned

Acreage or Square Footage of Property: 21 acres +/-

Zoning Requested: IHC

Proposed Development: Retail- Commercial

If property is not subdivided, will preliminary plat be submitted? Yes No X

Applicant's Signature: [Signature]

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: \$535.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

For City Use Only

Zone Case No.: 3281

Agenda No.:

Request for zoning change from: T, C-3, R-2A

To: IHC

SEE ATTACHED

on Lot(s): Block(s):

Subdivision: Address: SE corner of

19th St and W Loop 289



Regular City Council Meeting

6. 4.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0048 for Zone Case 2543-F, a request of Linda Wall for a zoning change from R-1 Specific Use to AM on Lot 30, Colonial Heights, 2002 98th Street.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General Comments:

The request is for a zone change from R-1 Specific Use for residential estates to AM. Residential estates allows livestock to be kept on the lot including cows, horses, mules, donkeys, sheep, and goats. There is currently a vacant home on the property.

Adjacent Land Uses:

North: R-1 Specific Use for residential estates (single family home)

South: A-2 (The Reserves at South Plains apartments)

East: R-1 Specific Use for residential estates (vacant land)

West: R-1 Specific Use for residential estates (mobile home)

Comprehensive Land Use Plan (CLUP):

The request for AM zoning is consistent with the CLUP and is considered a buffer between the residential homes and the 98th Street thoroughfare.

Zoning Policy:

The request is consistent with zoning policies as AM is a buffer district, similar to the GO and A-2 zoning that is also along 98th Street. AM is not a commercial district, but acts as a buffer between residential and commercial districts.

Effect on the adjacent street and thoroughfare system:

Once 98th Street is built as a full width thoroughfare, there should be little to no impact on the thoroughfare system.

Recommendations:

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2543-F

Map - 2543-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2543-F**; A ZONING CHANGE FROM **R-1 SPECIFIC USE TO AM ZONING DISTRICT ON LOT 30, COLONIAL HEIGHTS, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2543-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **AM** zoning district on **Lot 30, Colonial Heights, City of Lubbock, Lubbock County, Texas**, located at **2002 98th Street**.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



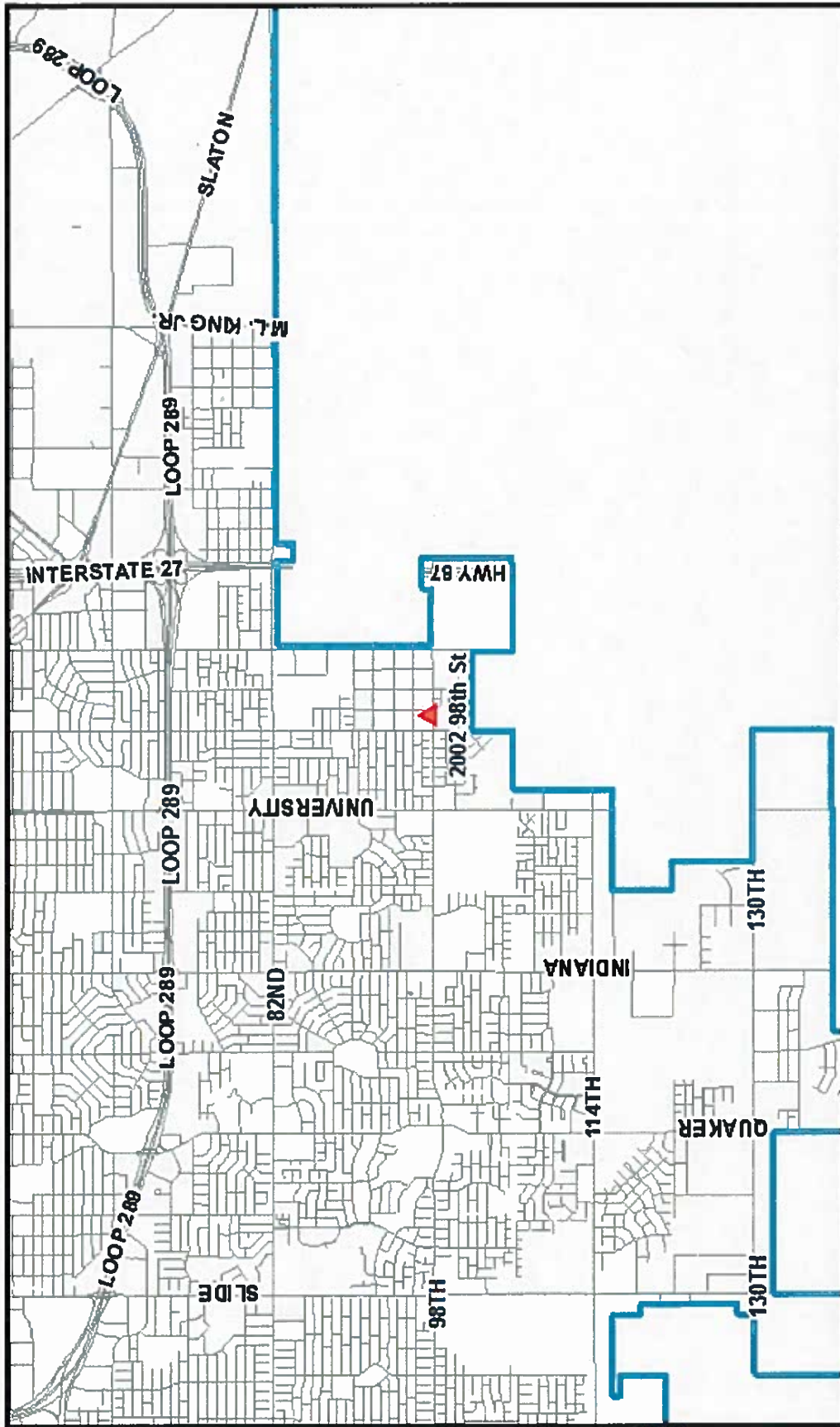
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

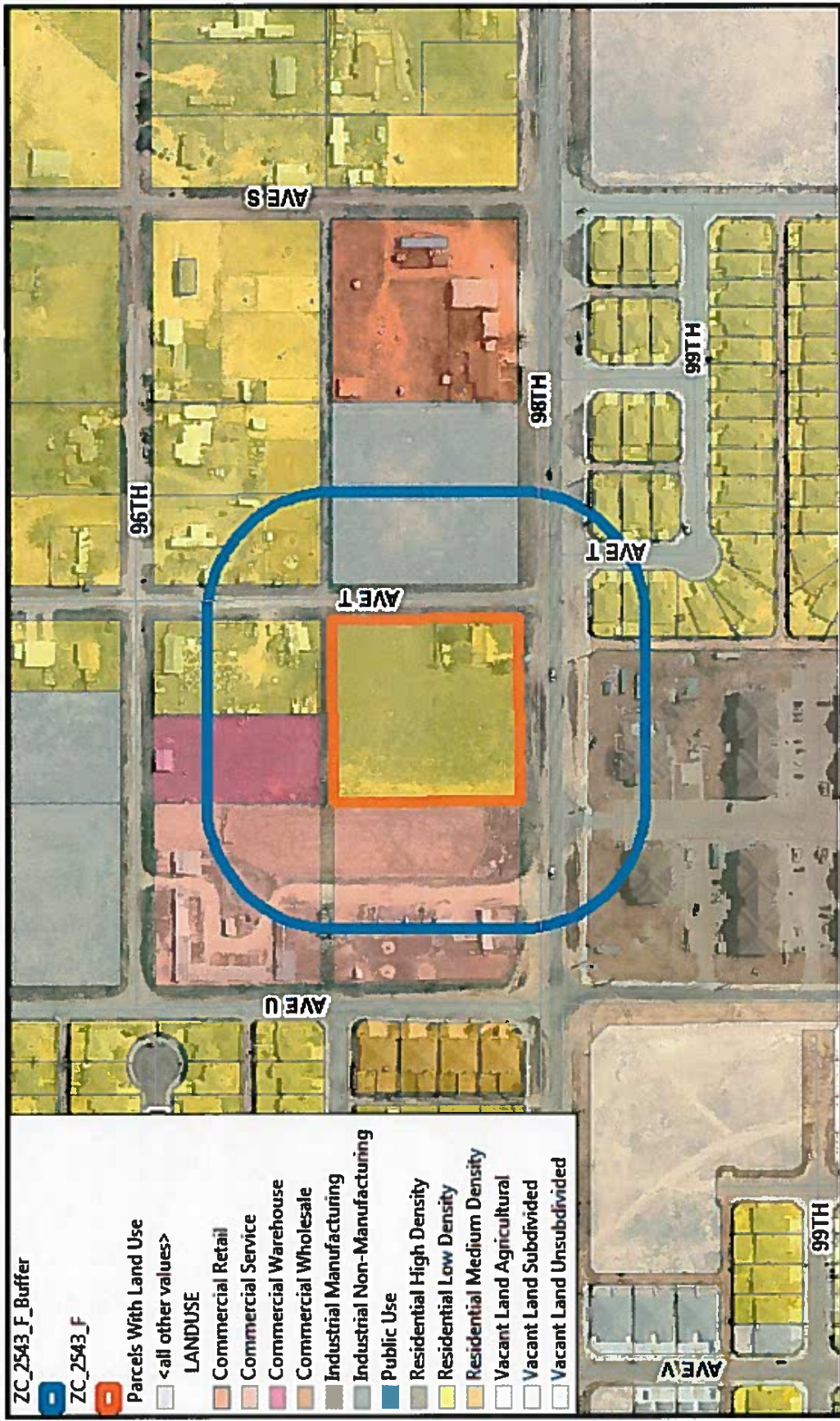


Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2543-F
March 3, 2016

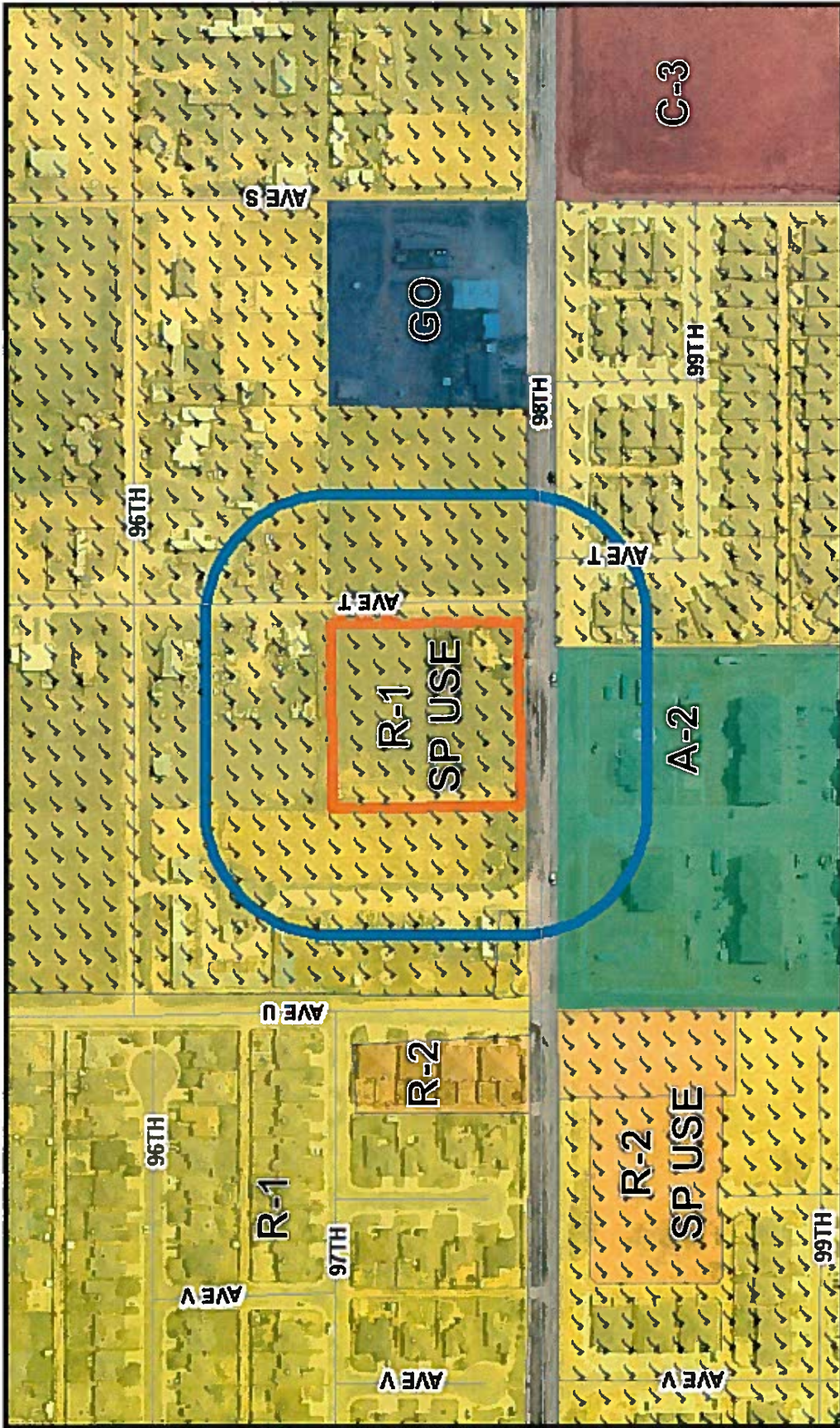


P.Z.C. Case 2543-F



P.Z.C. Case 2543-F

Request of Linda Wall for a zoning change from R-1 Specific use to AM, 2002 98th Street



P.Z.C. Case 2543-F Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) LINDA WALL
2301 TIAGO DR
GRAND PRAIRIE TX 75050
(972) 489-6980

For Self
Street/Post Office Box
City State Zip
Telephone

Location or Address: 2002 98th ST Lubbock, TX 79424
Legal Description: Colonial HTS L30
Existing Land Use: R-1 - Vacant House on 2.14 Acres Existing Zoning: R-1
Acreage or Square Footage of Property: 2.14 acres +/- / 93,620 S.F.
Zoning Requested: AM

Proposed Development: [Handwritten symbol]

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature Linda Wall Date 1-29-16

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 17488 MAP 19

Zone Case No.: 2543-F Agenda No.:
Request for zoning change from: R-1 Sp Use To: AM

on Lot(s): 30 Block(s):
Subdivision: Colonial Heights Address: 2002 98th St



Lubbock Central Appraisal District

2012 Preliminary Values
LubbockCAD will be closed Monday, May 28th



- Home
- General Information
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 - QuickRef ID Search
 - Owner Search
 - Address Search
 - Advanced Search
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 - Detail Sheet
 - Datasheet
 - Bills
- Other
 - Public Information & Ass
 - Online Protest Procedur
 - Taxpayer Remedies
 - Property Tax Basics
 - Property Tax Basics Spa
 - Homestead Exemption
 - Property Tax Assistance
 - Public Information Act
 - Property Tax Code
 - Exemption Application P
 - GIS Maps
 - 2011 Tax Rates
 - 2012 Property Tax Cale
 - Reports
 - Payment Information
 - Low Income Housing
 - 2012 Condition Table
 - Exemption Table
 - Employment

Property Detail Sheet (R56860)

- [History](#)
- [Datasheet](#)
- [Bills](#)
- [Pay Taxes](#)
- [Protest](#)

Owner Information

Owner ID: OO225057
 Owner Name: RITCHIE, MILDRED E
 Owner Address: 3001 45TH ST
 LUBBOCK, TX 79413
 Property Address: 2002 98TH ST
 LUBBOCK, TX 79424

Parcel Information

Legal Description: COLONIAL HTS L 30
 Neighborhood: 0605A(0605A - Residential 0605)
 Acreage:
 Cross Reference: R152500-00000-00300-000
 Undivided Interest:
Exemption Codes:
 Entity Codes: CLB (City Of Lubbock)
 GLB (Lubbock County)
 HSP (Lubb Cnty Hospital)
 SLB (Lubbock ISD)
 WHP (Hi Plains Water)
 Deed Type: Probate Minutes
 Deed Book:
 Deed Page: 2003-769,334
 Map Page: 486

Values Breakdown

2012 Preliminary Value

| | |
|------------------|-------------------|
| Land HS: | \$0 + |
| Land NHS: | \$4,530 + |
| Improvement HS: | \$0 + |
| Improvement NHS: | \$66,617 + |
| Ag Market: | \$0 |
| Ag Use: | \$0 + |
| Timber Market: | \$0 |
| Timber Use: | \$0 + |
| Assessed: | \$71,147 = |

Improvements

| ID | Type | SPTB | Segs | Value |
|----------------------|-----------------|--------------------------------------|------|-----------|
| Imp1 | R (Residential) | A1 (A1 - Real Residential Single Fam | 2 | \$ 66,617 |

Land

| ID | Type | SPTB | Acre: | Market |
|-----------------------|-----------------|--------------------------------------|-------|----------|
| Land1 | R (Residential) | A1 (A1 - Real Residential Single Fam | | \$ 4,530 |



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).



| Current Owner | | Legal Description | | Exemptions | | Market | |
|--|----------------|-------------------|-------------------|-------------------------|----------|----------|--|
| RITCHIE, MILDRED E (00225057) 3001 45TH ST LUBBOCK, TX 79413 | | COLONIAL HTS L 30 | | | | 71,147 | |
| Situs Address | | | | Entitles | | Assessed | |
| 2002 98TH ST LUBBOCK, TX 79424 | | | | CLB, GLB, HSP, SLB, WHP | | 71,147 | |
| History Information | | | | | | | |
| | | 2011 | 2010 | 2009 | 2008 | | |
| Imp HS | | \$66,617 | \$66,617 | \$66,617 | \$61,683 | | |
| Imp NHS | | - | - | - | - | | |
| Land HS | | \$4,530 | \$4,530 | \$4,530 | \$4,530 | | |
| Land NHS | | - | - | - | - | | |
| Ag Mkt | | - | - | - | - | | |
| Ag Use | | - | - | - | - | | |
| Tim Mkt | | - | - | - | - | | |
| Tim Use | | - | - | - | - | | |
| HS Cap | | \$842 | \$7,233 | \$13,043 | \$13,391 | | |
| Assessed | | \$70,305 | \$63,914 | \$58,104 | \$52,822 | | |
| Improvements | | | | | | | |
| Type | Description | Area | Year Built | Eff Year | Value | | |
| R | Residential | | | | \$66,617 | | |
| MA | MA - Main Area | 1828 | 1956 | 1956 | \$62,050 | | |
| GAR | GAR - Garage | 299 | 1947 | 1947 | \$4,567 | | |
| Sales | | | | | | | |
| Date | Volume | Page | Seller Name | | | | |
| 12/02/2002 | 2003-769,334 | | RITCHIE, ROBERT J | | | | |
| Building Attributes | | | | | | | |
| Construction | Foundation | Exterior | Interior | Roof | Flooring | | |
| FT | S | VSS | | G | | | |
| Heat/AC | Baths | Fireplace | Year Built | Rooms | Bedrooms | | |
| CHA | | | 1956 | | | | |
| Land Segments | | | | | | | |
| SPTB Description | Area | Market | Ag Value | | | | |
| A1 Residential | 93620.0000F | 4,530 | 0 | | | | |



Lubbock Central Appraisal District

2012 Preliminary Values
LubbockCAD will be closed Monday, May 28th



- Home
- General Information
- News
- FAQ
- Forms
- Searches

[Pay Taxes](#)

XRef ID
R152500-00000-00300-000

Bill Listing (R56860)

Situs Address
2002 98TH ST
LUBBOCK, TX 79424

Calculation Date

05/25/2012

• QuickRef ID Search

Sort by: Tax Year

• Owner Search

Past Years Due

Current Amount Due

Total Amount Due

• Address Search

0.00

0.00

0.00

• Advanced Search

| Year | Tax Description * | Levy | P&I | Att Fee | Disc./Cr | Date Posted | Amt. Paid | Balance |
|-------------------|--------------------|---------------|-------------|-------------|-------------|-------------|---------------|-------------|
| 2011 | Hi Plains Water | 3.24 | 0.00 | 0.00 | 0.00 | 01/27/20 | 3.24 | 0.00 |
| 2011 | Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2011 | Lubb Cnty Hospital | 50.47 | 0.00 | 0.00 | 0.00 | 01/27/20 | 50.47 | 0.00 |
| 2011 | Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/27/20 | 49.95 | 0.00 |
| 2011 | City Of Lubbock | 88.81 | 0.00 | 0.00 | 0.00 | 01/27/20 | 88.81 | 0.00 |
| 2011 total | | 192.47 | 0.00 | 0.00 | 0.00 | | 192.47 | 0.00 |

Property Data

• Detail Sheet

• Datasheet

• Bills

Other

• Public Information & Ass

• Online Protest Procedur

• Taxpayer Remedies

• Property Tax Basics

• Property Tax Basics Spz

• Homestead Exemption

• Property Tax Assistance

• Public Information Act

• Property Tax Code

• Exemption Application P

• GIS Maps

• 2011 Tax Rates

• 2012 Property Tax Caler

• Reports

• Payment Information

• Low Income Housing

• 2012 Condition Table

• Exemption Table

• Employment

| | | | | | | | | |
|-------------------|--------------------|---------------|--------------|--------------|-------------|----------|---------------|-------------|
| 2010 | Hi Plains Water | 2.78 | 0.00 | 0.00 | 0.00 | 01/27/20 | 2.78 | 0.00 |
| 2010 | Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2010 | Lubb Cnty Hospital | 42.78 | 0.00 | 0.00 | 0.00 | 01/27/20 | 42.78 | 0.00 |
| 2010 | Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/27/20 | 49.95 | 0.00 |
| 2010 | City Of Lubbock | 88.81 | 0.00 | 0.00 | 0.00 | 01/27/20 | 88.81 | 0.00 |
| 2010 total | | 184.32 | 0.00 | 0.00 | 0.00 | | 184.32 | 0.00 |
| 2009 | Hi Plains Water | 2.35 | 0.00 | 0.00 | 0.00 | 01/28/20 | 2.35 | 0.00 |
| 2009 | Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2009 | Lubb Cnty Hospital | 35.77 | 0.00 | 0.00 | 0.00 | 01/28/20 | 35.77 | 0.00 |
| 2009 | Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/28/20 | 49.95 | 0.00 |
| 2009 | City Of Lubbock | 88.81 | 0.00 | 0.00 | 0.00 | 01/28/20 | 88.81 | 0.00 |
| 2009 total | | 176.88 | 0.00 | 0.00 | 0.00 | | 176.88 | 0.00 |
| 2008 | Hi Plains Water | 1.93 | 0.46 | 0.48 | 0.00 | 01/28/20 | 2.87 | 0.00 |
| 2008 | Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2008 | Lubb Cnty Hospital | 29.35 | 7.04 | 7.28 | 0.00 | 01/28/20 | 43.67 | 0.00 |
| 2008 | Lubbock County | 49.95 | 11.98 | 12.38 | 0.00 | 01/28/20 | 74.31 | 0.00 |
| 2008 | City Of Lubbock | 88.81 | 21.32 | 22.03 | 0.00 | 01/28/20 | 132.16 | 0.00 |
| 2008 total | | 170.04 | 40.80 | 42.17 | 0.00 | | 253.01 | 0.00 |
| 2007 | Hi Plains Water | 1.55 | 0.00 | 0.00 | 0.00 | 02/06/20 | 1.55 | 0.00 |
| 2007 | Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2007 | Lubb Cnty Hospital | 22.76 | 0.00 | 0.00 | 0.00 | 02/06/20 | 22.76 | 0.00 |
| 2007 | Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 02/06/20 | 49.95 | 0.00 |
| 2007 | City Of Lubbock | 87.92 | 0.00 | 0.00 | 0.00 | 02/06/20 | 87.92 | 0.00 |
| 2007 total | | 162.18 | 0.00 | 0.00 | 0.00 | | 162.18 | 0.00 |
| 2006 | Hi Plains Water | 1.62 | 0.00 | 0.00 | 0.00 | 01/31/20 | 1.62 | 0.00 |

| | | | | | | | |
|--------------------------------|---------------|-------------|-------------|-------------|----------|---------------|-------------|
| <u>2006</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2006</u> Lubb Cnty Hospital | 22.29 | 0.00 | 0.00 | 0.00 | 01/31/20 | 22.29 | 0.00 |
| <u>2006</u> Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/31/20 | 49.95 | 0.00 |
| <u>2006</u> City Of Lubbock | 88.81 | 0.00 | 0.00 | 0.00 | 01/31/20 | 88.81 | 0.00 |
| 2006 total | 162.67 | 0.00 | 0.00 | 0.00 | | 162.67 | 0.00 |
| <u>2005</u> Hi Plains Water | 1.62 | 0.00 | 0.00 | 0.00 | 01/23/20 | 1.62 | 0.00 |
| <u>2005</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2005</u> Lubb Cnty Hospital | 21.54 | 0.00 | 0.00 | 0.00 | 01/23/20 | 21.54 | 0.00 |
| <u>2005</u> Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/23/20 | 49.95 | 0.00 |
| <u>2005</u> City Of Lubbock | 86.40 | 0.00 | 0.00 | 0.00 | 01/23/20 | 86.40 | 0.00 |
| 2005 total | 159.51 | 0.00 | 0.00 | 0.00 | | 159.51 | 0.00 |
| <u>2004</u> Hi Plains Water | 1.62 | 0.00 | 0.00 | 0.00 | 01/29/20 | 1.62 | 0.00 |
| <u>2004</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2004</u> Lubb Cnty Hospital | 20.97 | 0.00 | 0.00 | 0.00 | 01/29/20 | 20.97 | 0.00 |
| <u>2004</u> Lubbock County | 49.95 | 0.00 | 0.00 | 0.00 | 01/29/20 | 49.95 | 0.00 |
| <u>2004</u> City Of Lubbock | 88.82 | 0.00 | 0.00 | 0.00 | 01/29/20 | 88.82 | 0.00 |
| <u>2004</u> Appraisal District | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| 2004 total | 161.36 | 0.00 | 0.00 | 0.00 | | 161.36 | 0.00 |
| <u>2003</u> Hi Plains Water | 1.62 | 0.00 | 0.00 | 0.00 | 01/20/20 | 1.62 | 0.00 |
| <u>2003</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2003</u> Lubb Cnty Hospital | 21.27 | 0.00 | 0.00 | 0.00 | 01/20/20 | 21.27 | 0.00 |
| <u>2003</u> Lubbock County | 50.66 | 0.00 | 0.00 | 0.00 | 01/20/20 | 50.66 | 0.00 |
| <u>2003</u> City Of Lubbock | 105.43 | 0.00 | 0.00 | 0.00 | 01/20/20 | 105.43 | 0.00 |
| 2003 total | 178.98 | 0.00 | 0.00 | 0.00 | | 178.98 | 0.00 |
| <u>2002</u> Hi Plains Water | 1.64 | 0.00 | 0.00 | 0.00 | 01/24/20 | 1.64 | 0.00 |
| <u>2002</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2002</u> Lubb Cnty Hospital | 20.39 | 0.00 | 0.00 | 0.00 | 01/24/20 | 20.39 | 0.00 |
| <u>2002</u> Lubbock County | 37.34 | 0.00 | 0.00 | 0.00 | 01/24/20 | 37.34 | 0.00 |
| <u>2002</u> City Of Lubbock | 110.22 | 0.00 | 0.00 | 0.00 | 01/24/20 | 110.22 | 0.00 |
| 2002 total | 169.59 | 0.00 | 0.00 | 0.00 | | 169.59 | 0.00 |
| <u>2001</u> Hi Plains Water | 1.62 | 0.00 | 0.00 | 0.00 | 01/30/20 | 1.62 | 0.00 |
| <u>2001</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2001</u> Lubb Cnty Hospital | 19.35 | 0.00 | 0.00 | 0.00 | 01/30/20 | 19.35 | 0.00 |
| <u>2001</u> Lubbock County | 37.45 | 0.00 | 0.00 | 0.00 | 01/30/20 | 37.45 | 0.00 |
| <u>2001</u> City Of Lubbock | 110.22 | 0.00 | 0.00 | 0.00 | 01/30/20 | 110.22 | 0.00 |
| 2001 total | 168.64 | 0.00 | 0.00 | 0.00 | | 168.64 | 0.00 |
| <u>2000</u> Hi Plains Water | 1.64 | 0.00 | 0.00 | 0.00 | 01/31/20 | 1.64 | 0.00 |
| <u>2000</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>2000</u> Lubb Cnty Hospital | 19.14 | 0.00 | 0.00 | 0.00 | 01/31/20 | 19.14 | 0.00 |
| <u>2000</u> Lubbock County | 37.45 | 0.00 | 0.00 | 0.00 | 01/31/20 | 37.45 | 0.00 |
| <u>2000</u> City Of Lubbock | 110.22 | 0.00 | 0.00 | 0.00 | 01/31/20 | 110.22 | 0.00 |
| 2000 total | 168.45 | 0.00 | 0.00 | 0.00 | | 168.45 | 0.00 |
| <u>1999</u> Hi Plains Water | 1.64 | 0.00 | 0.00 | 0.00 | 12/29/19 | 1.64 | 0.00 |
| <u>1999</u> Lubbock ISD | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| <u>1999</u> Lubb Cnty Hospital | 19.14 | 0.00 | 0.00 | 0.00 | 12/29/19 | 19.14 | 0.00 |

| | | | | | | | |
|-----------------------------|---------------|-------------|-------------|-------------|----------|---------------|-------------|
| <u>1999</u> Lubbock County | 37.45 | 0.00 | 0.00 | 0.00 | 12/29/19 | 37.45 | 0.00 |
| <u>1999</u> City Of Lubbock | 112.15 | 0.00 | 0.00 | 0.00 | 12/29/19 | 112.15 | 0.00 |
| 1999 total | 170.38 | 0.00 | 0.00 | 0.00 | | 170.38 | 0.00 |

* To see the full entity name, position the mouse over the entity name you wish to view.

DISCLAIMER

If applicable, the above described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in these pages.

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Listing Agent: Donna Currey Barnes - GRI, CP

The Westar Team:

Bill Young Cliff Watt, CCIM Cindy Snell, SEC Blake Truett
Kevin Watt Rob Campbell Donna Currey Barnes GRI, CP



2002 98th Street

Purchase Price: \$189,900.00 (\$2.02/SF)
Total SF: 1,828 SF +/-
Tract Size: 2.14 Acres +/-
Beds: 3
Baths: 2
Garage: 1-car

2.14 Acres with Improvements

- * Pier and beam house on property was built in 1956
- * House can be cleared for commercial land use
- * City water - Septic System
- * Good frontage on 98th Street
- * Would be a great location for office/warehouses



806.797.3231

4415 71st, Suite 12 • Lubbock, TX 79424 • 806.793.2130 (Fax)

380_DB_6/12

www.lubbockwestar.com



Regular City Council Meeting

6. 5.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0049 Zone Case 3058-A, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use on 92.3 acres of unplatted land out of Block AK, Sections 35 and 38, 6515, 6517, and 6801 50th Street.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General comments:

The request is a combination of R-1 single family with reduced setbacks and A-2 High density apartments.

Adjacent land uses:

North – vacant, zoned T

South – vacant, zoned T

East – railroad and vacant commercial/industrial, zoned Industrial Park (IDP)

West – single family estates (livestock allowed), zoned R-1 Residential Estates

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. The apartment zoning will act as a buffer to the residential from the railroad and commercial/industrial along Milwaukee Avenue.

Zoning Policy:

The request is also consistent with the City of Lubbock zoning policies, stepping down from commercial/industrial zoning to a buffer district to single family.

Effect on the adjacent street and thoroughfare system:

Once 50th Street is widened to a partial of full width thoroughfare (as the traffic need arises) and the railroad crossing at 50th Street is completed, there should be little to no impact on the street and thoroughfare system overall.

Recommendations:

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;
- c. 5 foot side setback on corner lots; and
- d. 0 foot rear setback on non-rear facing garage.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a vote of 6 in favor and 2 in opposition, with 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;

- c. 5 foot side setback on corner lots; and
- d. 0 foot rear setback on non-rear facing garage.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3058-A

Map - 3058-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. 3058-A; A ZONING CHANGE FROM R-1 SPECIFIC USE TO A-2 AND R-1 SPECIFIC USE FOR REDUCED SETBACKS, ON 92.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTIONS 35 AND 38, 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. 3058-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **A-2 and R-1 Specific Use** for **reduced setbacks** on **92.3 acres of unplatted land out of Block AK, Sections 35 and 38**, City of Lubbock, Lubbock County, Texas, located at **6515, 6517 and 6801 50th 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 R-1 Specific Use shall have reduced setbacks as follows:**
 - a. 20 (twenty) foot front setback;**
 - b. 5 (five) foot front setback on cul-de-sac lots;**
 - c. 5 (five) foot side setback on corner lots;**
 - d. 0 (zero) foot rear setback on non-rear facing garage.**

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 **6515, 6517 and 6801 50th 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:



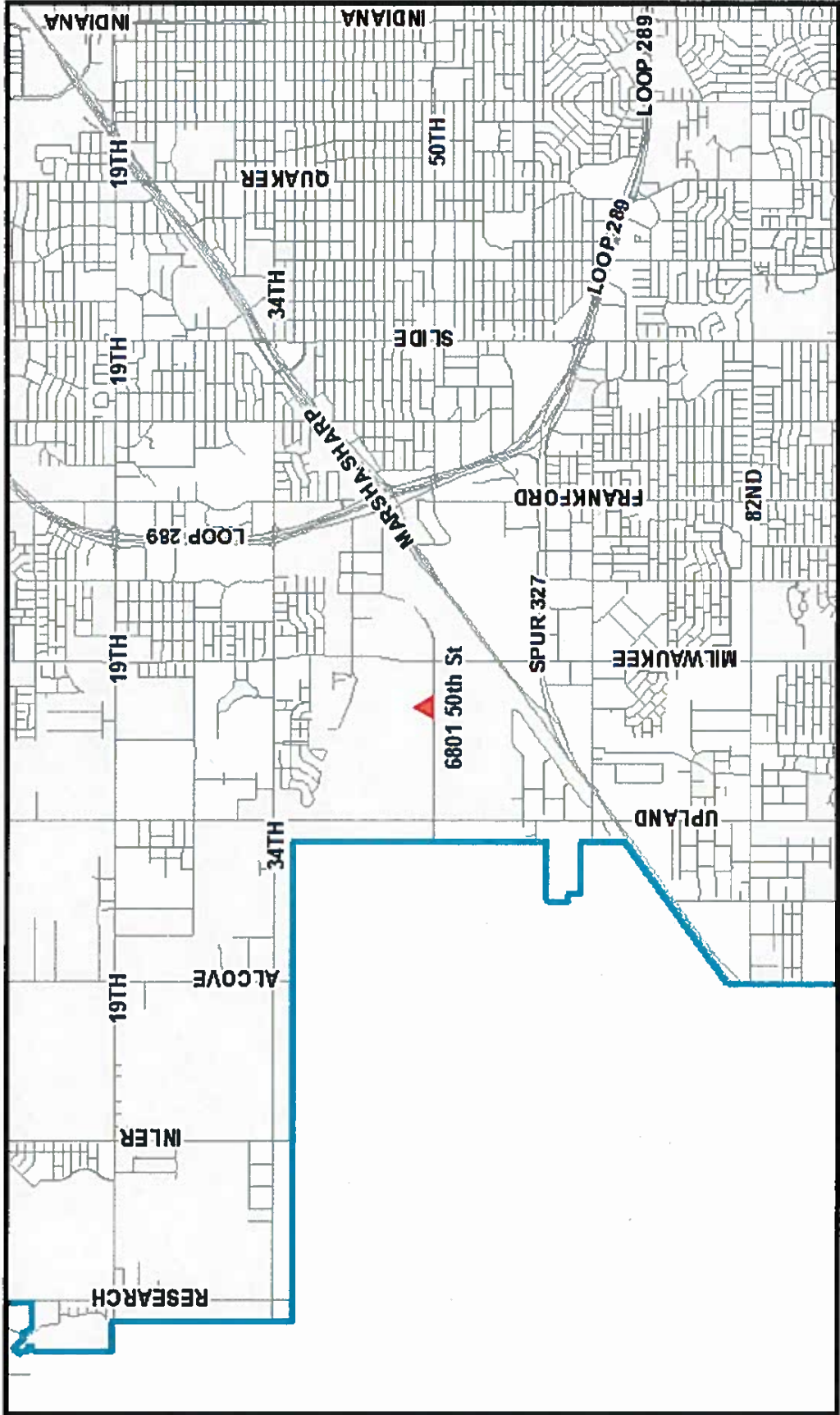
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

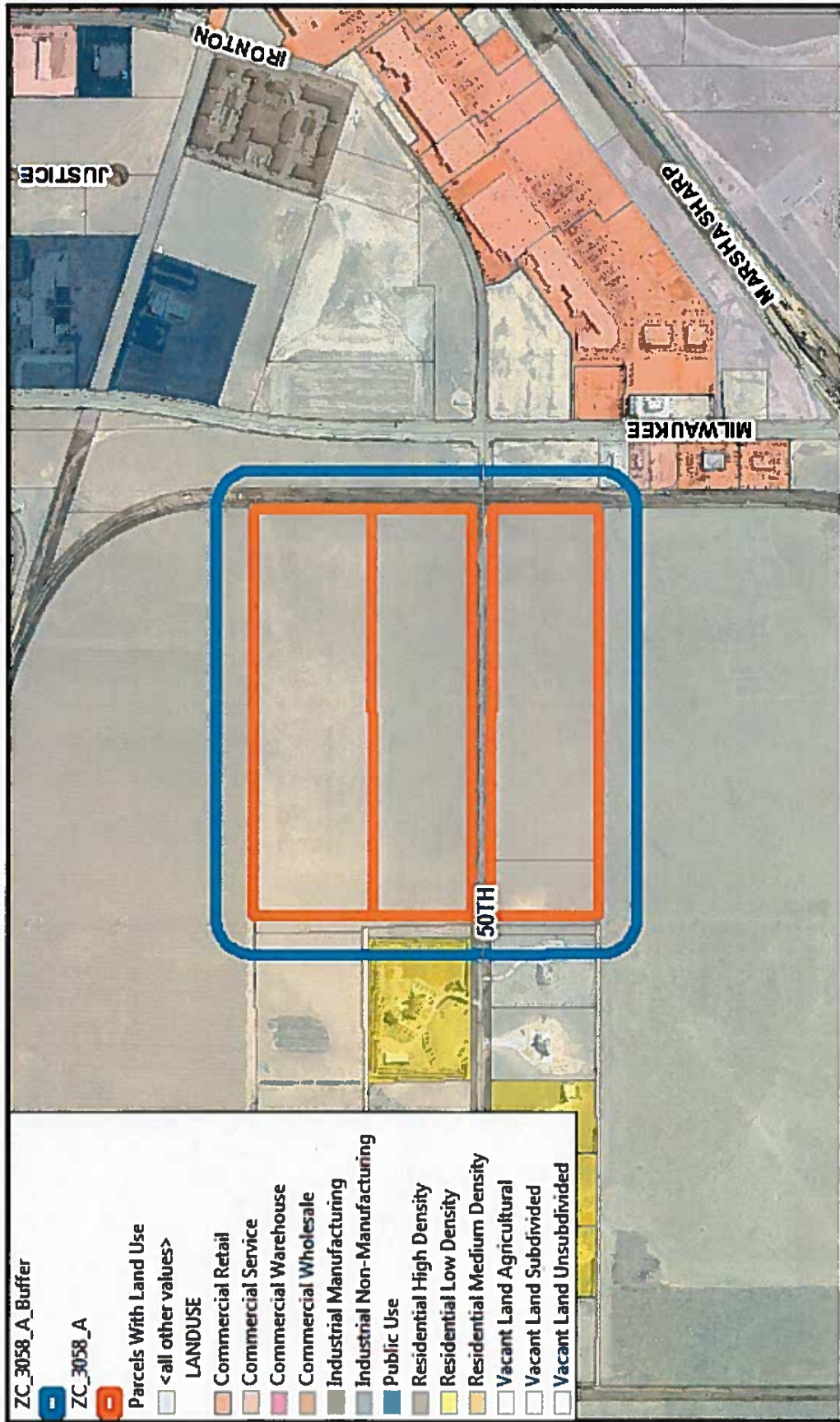


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3058-A
March 3, 2016

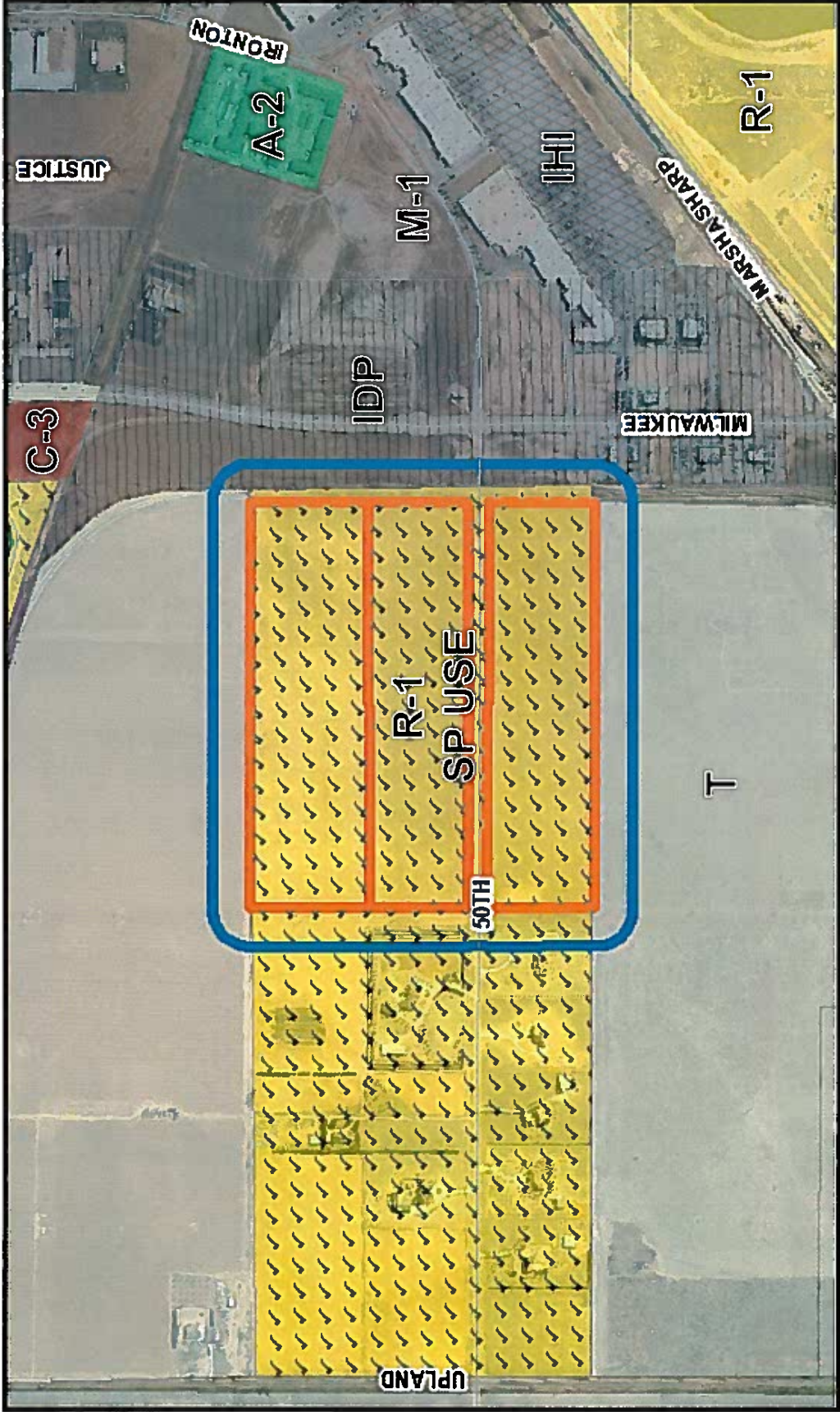


P.Z.C. Case 3058-A

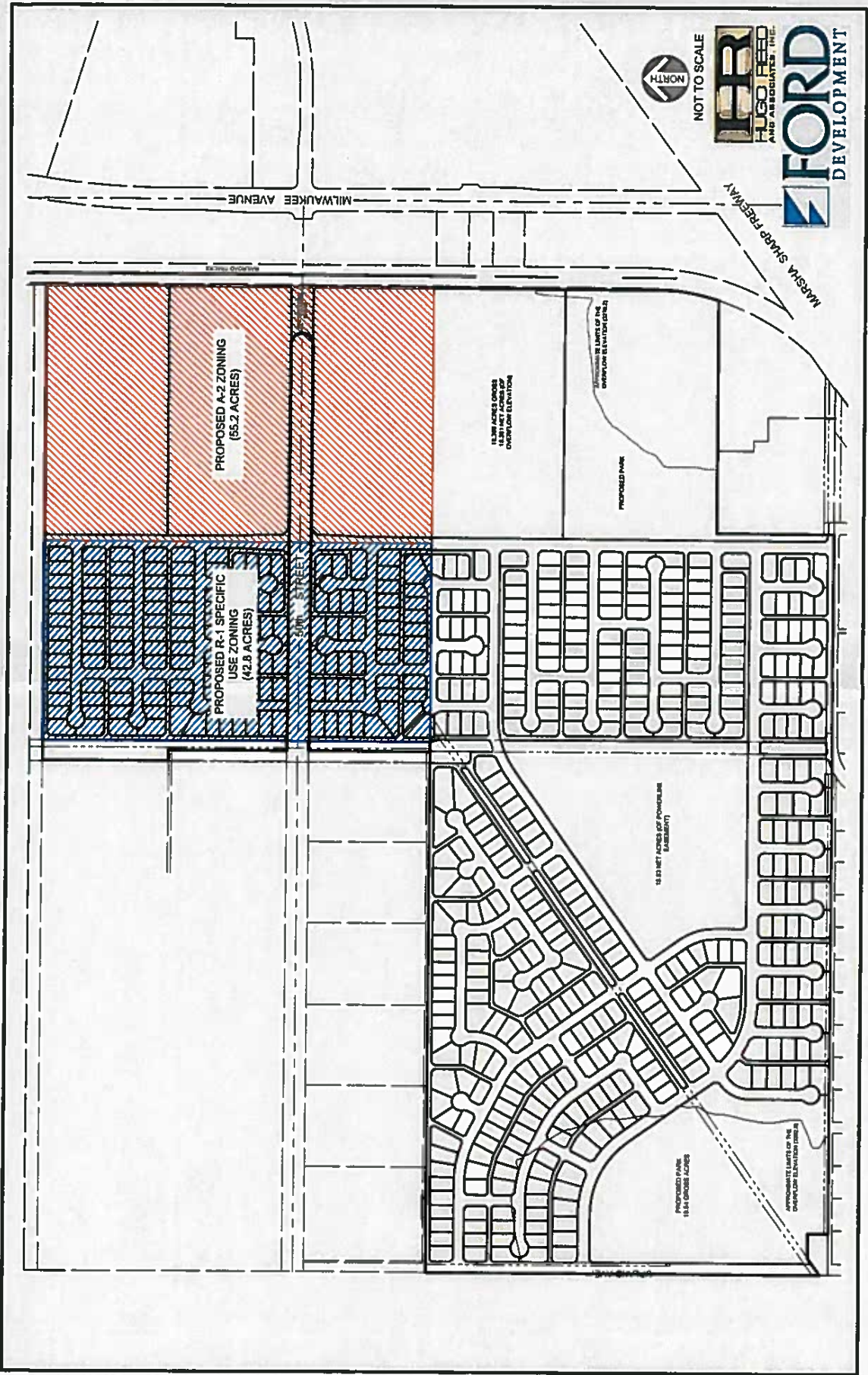


P.Z.C. Case 3058-A

Request of Hugo Reed and Associates, Inc. (for Ford Development) for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use, 6515, 6517, and 6801 50th Street



P.Z.C. Case 3058-A 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 Ford Development
16400 N. Dallas Parkway, Suite 140
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Sections 35 and 38, Block AK

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: T

Acreage or Square Footage of Property: 92.3 Acres

Zoning Requested: A-2. R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding collector level streets and thoroughfare streets) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential and multi-family

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holmes
Applicant's Signature

February 9, 2016
Date

Filing Fee: \$751 (Ford Development #3677)
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3058-A
Request for zoning change from: R-1 SP USE

M+B MAP 45
Agenda No.:
To: A-2, R-1 SP USE

92.3 Acres of unplatted land out of block AK, sections 35 and 38
on Lot(s):
Subdivision:
Block(s):
Address: 6517, 10515, and 10801 50th St

REPLY FORM

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:

I am opposed to the change of zoning because when I originally purchased my property I was understanding that all of the land along 50th street from Upland to the railroad tracks would be residential equivalent to the pre existing residential properties in LS Farms. I purchased my property because it is quiet, safe, and not overrun by traffic. I am concerned that if the change of zoning is approved it will reduce all of those qualities of my neighborhood. I am also concerned that the value of my property will suffer a massive devaluation.

PRINT NAME: Sara Francis
SIGNATURE: Sara Francis
ADDRESS: 7001 50th Street Lubbock Tx 79407
ADDRESS OF PROPERTY OWNED: 7001 50th Street

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

Zone Case Number:

1 of 1
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City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.: 3058-A

In Favor of

Opposed

Reasons and/or Comments:

We moved here as a quiet, serene location. This new proposed zoning would ruin that & more importantly significantly diminish our property value in which we have so much invested.

Print Name Bill & Sara Francis
Signature: [Signature]
Address: 7001 50th St
Address of Property Owned: 7001 50th St

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058A
My reasons and/or comments are as follows:

PLEASE SEE ATTACHED

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PLANNING DEPARTMENT

PRINT NAME: Tommy W. Ford
SIGNATURE: [Signature]
ADDRESS: 7125 50th
ADDRESS OF PROPERTY OWNED: 7125 50th

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

5

To whom it may concern:

The idea of rezoning the five acre lots east of Upland is a concern. The lots are currently zoned for residential use with restrictions on square footage, building materials, animal habitation, etc.

We bought our land with the understanding that all development from Upland, east to the railroad tracks would be single-family residents with the same guidelines we had to follow when building. With that in mind, I object the change to A-2 Commercial from Residential.

I am concerned about the amount of traffic that will come with the building of commercial property or apartments. When we bought the land, we bought it with the understanding that we would be amongst only single family homes, otherwise it would have influenced our decision. Also, the size of 50th street is not big enough for high amounts of traffic.

Another concern is privacy. If the apartments are high rise, the tenants could possibly be able to see into the home(s) that is below them. The people who have bought land and built homes on 50th street between Upland and Milwaukee chose the location based on it being secluded with little traffic and privacy.

Please consider my concerns before making a decision to change the lots from residential to commercial.

Thank you,



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Page 1 of 2

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO. P.Z.C. CASE 3058-A

My reasons and/or comments are as follows:

I AM OPPOSED TO THIS ZONING CHANGE REQUEST TO GO FROM R-1 RESIDENTIAL TO A-2 HIGH DENSITY APARTMENTS. WHEN WE BOUGHT OUR LAND FROM LESTER SHAVER/ESTATES TRUST WE WERE TOLD IT WOULD BE 5+ ACRE FARMS FOR RESIDENTIAL DEVELOPMENT ONLY FOR ALL OF THE LAND BETWEEN THE PARKWAY TRAILS TO THE EAST & UPLAND ON THE WEST ALONG 50th STR. MR SHAVER WAS GOING TO SELL THE EXISTING LOTS ON THE WEST & THEN DEVELOP THE LOTS ON THE EAST END THE SAME WAY. THEY WERE ALL TO BE SINGLE FAMILY 5 ACRE TRACTS ON A PRIVATE DRIVE. OUR DEED RESTRICTIONS REFLECT THIS. THIS CHANGE WILL DECREASE PROPERTY VALUES & RESULT IN DANGEROUS TRAFFIC CONGESTION & CONDITIONS. FORD DEVELOPMENT BOUGHT THIS LAND KNOWING THE EXISTING ZONING WAS R-1 AND THAT THIS CHANGE TO A-2 WILL ADVERSELY & NEGATIVELY IMPACT ALL OF THE EXISTING LAND OWNERS. PLEASE DONOT CHANGE THE ZONING TO A-2

PRINT NAME: DONALD DEAN TREW PAGE 1 of 2

SIGNATURE: Donald Dean Trew

ADDRESS: 7005 50th STREET, LUBBOCK, TX 79407

ADDRESS OF PROPERTY OWNED: 7005 50th STREET, LUBBOCK, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

Zone Case Number:

1 of 1
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REPLY FORM

Page 2 of 2

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO. PZC CASE 3058 A
My reasons and/or comments are as follows:

IN THE EVENT YOU ARE CONSIDERING ALLOWING THIS CHANGE, I WOULD REQUEST THAT YOU ISSUE A CONTINUANCE OR THIS CASE & POSTPONEMENT UNTIL A MEETING WITH FORD DEVELOPMENT CAN BE ARRANGED AND A MORE BENEFICIAL PLAN BE MADE. A 50TH STN CROSSING OF THE RR TRACKS AT MILWAUKEE SHOULD BE A PRIORITY BEFORE ANY BUILDING PERMITS ARE ISSUED FOR TRAFFIC REASONS. THE A-2 REQUEST CAN BE RE-SHAPED TO BE IN THE COMMERCIAL AREA ALONG THE RR TRACKS & MILWAUKEE AVE.

PRINT NAME: DONALD DEAN TREW

SIGNATURE: Donald Dean Trew

ADDRESS: 7005 50TH STN, LUBBOCK, TX 79407

ADDRESS OF PROPERTY OWNED: 7005 50TH STN, LUBBOCK, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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Zone Case Number:

REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO.

3058-A

My reasons and/or comments are as follows:

Phyllis AND I Object to this change to A-2 Commercial From R-1 Residential for the Reasons of when we bought the land 9 years ago it would always be family living with the 5 acre tracts Mr Skuors wanted to see nice family owned property with the capability of having horses or four large animals the traffic coming from the west to east will be very dangerous & our property values ?? If railroad opens up this street will have to be total redone --- we pay high taxes and city has never done

PRINT NAME: VAN Combest

SIGNATURE: Jan Combest

ADDRESS: 7101 50th st

ADDRESS OF PROPERTY OWNED: SAME

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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MAR - 2 1980

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Zone Case Number:

1 of 1

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO. P.Z.C. Case 3058-A
My reasons and/or comments are as follows:

I object To the change of our neighborhood From the R-1 Residential To the A-2 Commercial zoning, IT will create a gridlock Traffic situation. I was also told that these Lots would ALL Be 5 ACRE tracts with a 2500 sq.FT HOME ON each Lot. Please Open the MILWAUKEE side of 50th Street as a Traffic relief be a consideration.

PRINT NAME: Monty Caswell
SIGNATURE: *Monty Caswell*
ADDRESS: 7021 50th STREET Lubbock Texas 79407
ADDRESS OF PROPERTY OWNED: 7021 50th STREET Lubbock Texas 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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MAR - 2 REC'D
PLANNING DEPARTMENT

Zone Case Number:

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REPLY FORM

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If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058 A
My reasons and/or comments are as follows:

I understand the benefit, and inevitability, of development. I am concerned that development in the manner proposed would be reckless and detrimental. Upland Avenue and 50th Street are not equipped to handle the amount of traffic that would come with the construction of apartment complexes. They are both 2-lane roads with no stop sign or light at their intersection. 50th Street is a dead end at the railroad tracks. Placing too many residents on these underdeveloped streets would create chaos, danger to pedestrians, and car accidents.

My family and I purchased and developed our 10-acre farm in LS Farms 13 years ago, as a residence for ourselves and our children, one of which is a mentally disabled individual. Among the 8 families residing on these 5 or 10-acre farms, we have babies, growing children, elderly persons, and mentally disabled persons. Approving the zoning of apartment complexes would detrimental to us all.

I am also concerned about maintaining my current property value if development in this area is not done responsibly. Please deny or postpone approval of this proposed request until a more responsible and beneficial plan can be developed. Your consideration is appreciated!

PRINT NAME: Marisa Allison-Scheef
SIGNATURE: Marisa Scheef
ADDRESS: 7002 50th Street 79407
ADDRESS OF PROPERTY OWNED: 7002 50th St. 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

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MAR - 2 REC'D
PLANNING DEPARTMENT

Zone Case Number:

REPLY FORM

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If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-19

My reasons and/or comments are as follows:

Apartment complexes beside our farm would bring crime and traffic to our, at the moment, safe and quiet farm and make our farm uninhabitable for young families raising kids. Not only is crime a concern, but both 50th Street and Upland are not capable to handle the amount of traffic an apartment complex would bring. The roads are not wide enough and the quality of the roads are poor. Due to the quality of the roads, increasing traffic would flood the streets with wrecks and fatalities making our farm unsafe to transport our families to school, church, and work.

PRINT NAME: Chris Sellers + Kristin Sellers

SIGNATURE: *Chris Sellers* *Kristin Sellers*

ADDRESS: 7002 50th St, Lubbock, TX 79407

ADDRESS OF PROPERTY OWNED: 7002 50th St, Lubbock, TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

1 of 1

Zone Case Number:

RECEIVED
MAR - 2 REC'D
PLANNING DEPARTMENT

REPLY FORM

5

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed to the change of zoning requested by ZONE CASE NO. 3058A

My reasons and/or comments are as follows:

We bought our property with the understanding the LS Farms development was to be divided into 5 acre tracts for single family residents only. Both sides of 50th St. from Upland on the East side to the Railroad tracks on the West. At the time we built our home the LS Farms Home Owner Association had strict restrictions which required minimum square footage for single family residents only. Our deed restrictions reflected the same. The biggest factor in our decision to make the single largest investment we will probably ever make and build our in this neighborhood was the R-1 zoning. Not just for our property but for the whole neighborhood. Like the Ford Development knew how the property was zoned when they bought it and there is no reason to change it. There is still plenty of demand for single family homes in Lubbock. WE object to the change to A-2 Commercial from R-1 Residential.

PRINT NAME: Curtis Estill
SIGNATURE: [Signature]
ADDRESS: 7102 50th St Lubbock Tx 79407
ADDRESS OF PROPERTY OWNED: _____

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

RECEIVED

MAR - 2 REC'11

PLANNING DEPARTMENT

Zone Case Number:

REPLY FORM

5

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A

My reasons and/or comments are as follows:

- High traffic area - we ~~want~~ ^{chase} L.S. Farms for its seclusion from the city. Our 4 kids could safely ride their bikes and safely play outside without concern of speeding cars and through traffic
- Security - ^{- rapid} extreme increase in population brings higher propensity for crime, littering and solicitation.
- Decrease property value -

RECEIVED

MAR - 2 REC'D

PLANNING DEPARTMENT

PRINT NAME: Jennifer Foriari
 SIGNATURE: [Signature]
 ADDRESS: 6319 76th St (79424)
 ADDRESS OF PROPERTY OWNED: 7126 50th St (79407)

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

REPLY FORM

5

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. 3058-A
My reasons and/or comments are as follows:

AS AN OWNER OF A LOT IN THE LS FARMS CORPORATION/SUBDIVISION OF LUBBOCK, I AM OPPOSED TO THE CHANGE OF ZONING REQUEST CASE NUMBER 3058-A. WITH FOUR CHILDREN LIVING AT HOME, MY INTENT WAS TO BUILD A HOME IN A QUIET NEIGHBORHOOD SURROUNDED BY LOW DENSITY HOUSING, WITH A HIGH DENSITY APARTMENT COMPLEX NEAR BY, AND ACCESS TO MILWAUKEE, THE SAFETY, SECURITY, OPPORTUNITY AND QUIET NATURE OF OUR NEIGHBORHOOD WILL BE SIGNIFICANTLY DAMAGED.

PRINT NAME: GEANLUIS FERNANDEZ

SIGNATURE: [Signature]

ADDRESS: 6319 76th St. Lubbock, TX 79424

ADDRESS OF PROPERTY OWNED: 7126 50th St. Lubbock, TX 794107

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

Zone Case Number:

RECEIVED

MAR - 2 1994

PLANNING DEPARTMENT

5

REPLY FORM

If for any reason you feel that you will be unable to attend the public hearing advertised by this notice, and yet you desire to present your sentiments regarding this case affecting you, you may complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, Texas, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to this case, please call the Secretary of the Planning and Zoning Commission at 775-2108.

PLEASE CHECK ONE OF THE FOLLOWING:

I am in favor of -OR- I am opposed
to the change of zoning requested by ZONE CASE NO. P.Z.C. Case 3058-A
My reasons and/or comments are as follows:

(see attached)

RECEIVED
MAR - 2 2016
PLANNING DEPARTMENT

PRINT NAME: Charlotte Trew
SIGNATURE: Charlotte Trew
ADDRESS: 7005 50th St Lubbock, TX 79407
ADDRESS OF PROPERTY OWNED: 7005 50th St Lubbock TX 79407

NOTE: If you later change your mind and wish to amend any statement you have made on this reply or withdraw your prior written opposition, you may do so by writing this office prior to the City Council hearing.

3/2/16

I'm in opposition of this zoning for many reasons. I am opposing this straight from my heart. This zoning change would take away every reason why we bought our 5 acre lot in LS Farms.

We had a dream to live out in the country and still be close enough to the city for our commute to and from work. When we found our lot in LS Farms, our dream came true. We purchased our lot with excitement for a bright future of quiet country living with amazing neighbors.

LS Farms was developed into 5 acre residential tracts from the very beginning. Mr. Shaver also had a dream for this land and it was not for this land we are speaking of to be turned into an A-2 commercial zone. It was always intended for residential development.

When we bought our lot, Mr. Shaver shared that his intensions for the land east of LS Farms was to be a residential development all the way to the railroad tracks at Milwaukee. We were good with that. This area is beautiful!

Fast forward to today... Mr. Shaver no longer owns this land in question. His dream and ours as well will be shattered if the city allows A-2 development on this land.

I object to this change in zoning from R-1 Residential to A-2 Commercial.

Charlotte Trew
Charlotte Trew

3-2-16

RECEIVED
MAR - 2 2016
PLANNING DEPARTMENT

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.: 3058-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 26 PFC'D
PLANNING DEPARTMENT

Print Name Lester Shaver
Signature: Lester Shaver
Address: 7022 50th St. Lubbock, TX 79407
Address of Property Owned: 7022 50th St. Lubbock, TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.: 3058-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 26 PFC'D
PLANNING DEPARTMENT

Print Name

Clarissa Jennings

Signature:

Clarissa Jennings

Address:

4708 67th St. Lubbock, TX 79414

Address of Property Owned:

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.: 3058-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 26 PFT:11
PLANNING DEPARTMENT

Print Name Clarissa Jennings

Signature: Clarissa Jennings

Address: 4708 67th St. Lubbock TX 79404

Address of Property Owned: _____

6 of 10

Zone Case Number: 3058-A 81514

LS, FARM OWNERS

NON PROFIT CORP

4708 67TH ST

LUBBOCK

TX

79414



Regular City Council Meeting

6. 6.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0050 for Zone Case 2995-S, a request of Jake R. Seideman, for C & G Ventures, LP, for a zoning change from T and C-3 to C-3 and M-1 Specific Use on 1.397 acres of unplatted land out of Block AK, Section 30, 7906 Milwaukee Avenue.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

General comments:

This request consists of two pieces, the frontage along Milwaukee, the proponent is requesting C-3 (General Retail District) and plans for two or three retail/service tenants. The back portion of the property, behind the commercial development, the proponent is requesting M-1 Specific Use for a warehouse.

Adjacent land uses:

- North – vacant, zoned C-3
- South – car wash, zoned C-3
- East – existing commercial, zoned C-3
- West – vacant playa lake and drainage easements, zoned T

Comprehensive Land Use Plan (CLUP):

The C-3 portion of the request is consistent with the CLUP. It is within 660 feet of the thoroughfare, 82nd Street, to the south. The M-1 portion of the request is a minor change to the CLUP. The land west and north of the site is part of a playa lake and drainage easements from adjacent properties. Adjoining the west side of the playa lake, approximately 1000 feet from this site, are single family homes. The area west and north of this site is not developable land. Therefore, based on the topographical factors surrounding the site and the existing development, staff supports the minor change to the CLUP.

Zoning Policy:

The C-3 portion of the request is in line with the City of Lubbock zoning policies. The M-1 zoning adjacent to R-1 zoning is not consistent with zoning policies. However, given the nature of the specific use case limiting the project to warehousing indoors only, and the adjacent playa lake, staff does not foresee any issues with the request.

Effect on the adjacent street and thoroughfare system:

The thoroughfare system and the CLUP account for the commercial uses at the intersection of two major thoroughfares. With the limited traffic generated from the warehouse project, the proposed project should have little negative impact on the thoroughfare system.

Recommendations:

1. That the north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.
2. That the M-1 Specific Use portion shall be tied to the proposed site plan.

On March 3, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.
2. That the M-1 Specific Use portion shall be tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2995-S

Map - Zone Case 2995-S

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. 2995-S**; A ZONING CHANGE FROM T AND C-3 TO C-3 AND M-1 SPECIFIC USE FOR A WAREHOUSE, ON 1.397 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, 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. 2995-S

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 and C-3** to **C-3 and M-1 Specific Use** for a **warehouse on 1.397 acres of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas, located at 7906 Milwaukee 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 the north, east, and west walls of the warehouse shall have masonry or stucco type façade materials.**
- 2. THAT the M-1 Specific Use portion shall be tied to the proposed site plan.**

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 and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **7906 Milwaukee 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:



Andrew Paxton, Director of Planning

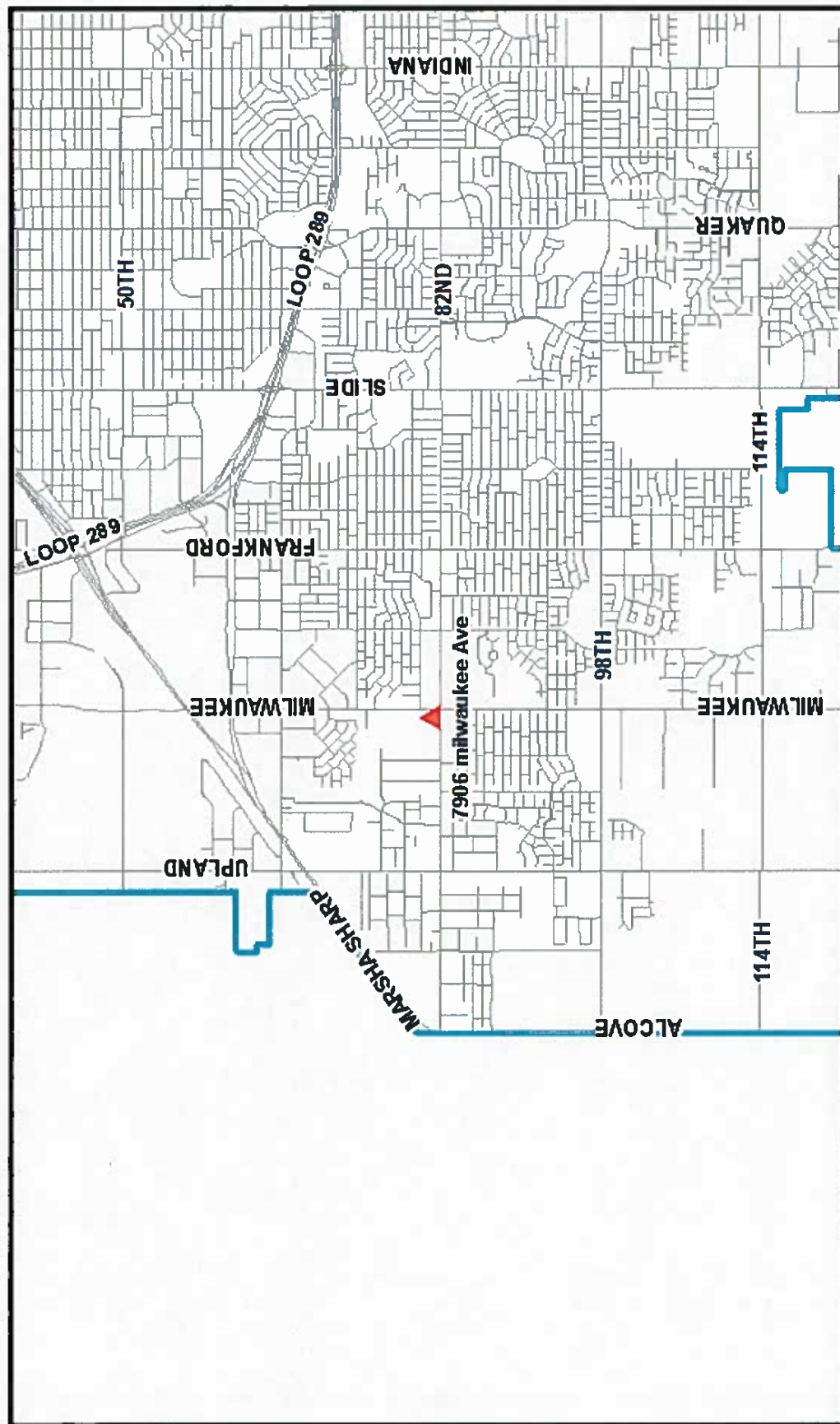
APPROVED AS TO FORM:



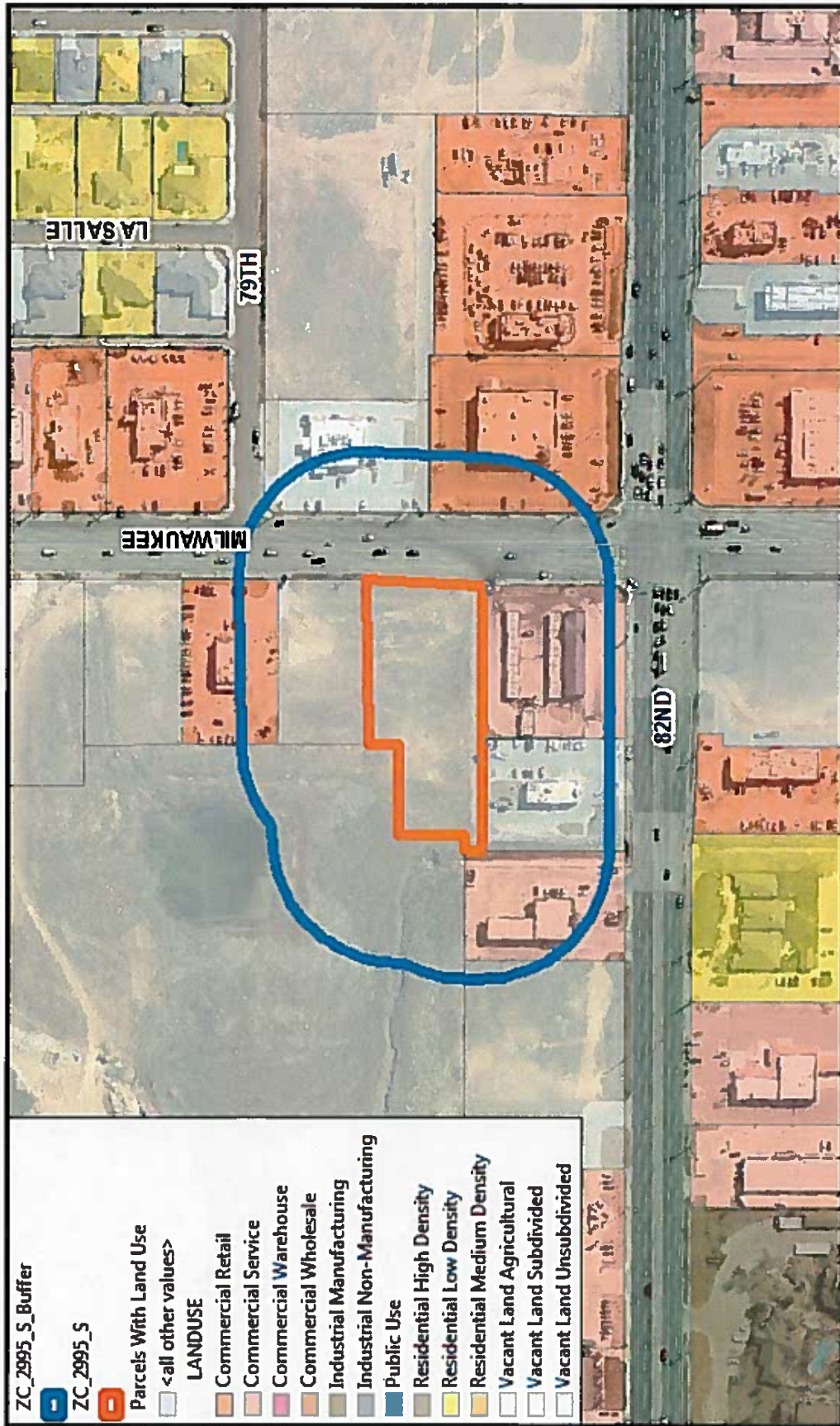
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2995-S
March 3, 2016

Zone Case No. 2995-S
page - 3 of 3

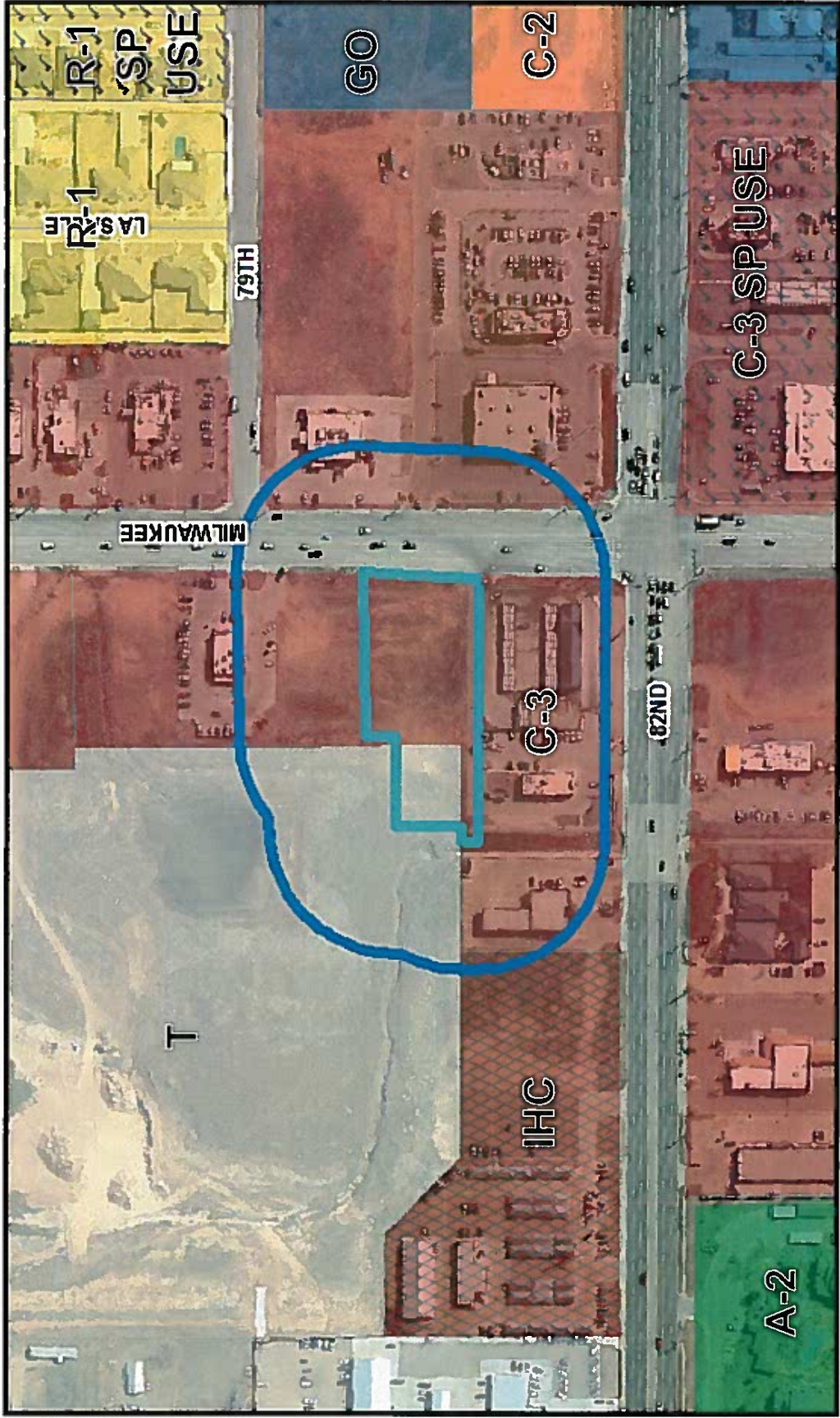


P.Z.C. Case 2995-S



P.Z.C. Case 2995-S

Request of Jake R. Seideman (for C & G Ventures, LP) for a zoning change from T and C-3 to C-3 and M-1 Specific Use, 7906 Milwaukee Avenue



P.Z.C. Case 2995-S Zoning

Google Maps

Page 1 of 1

Google Maps

#6 2995-S

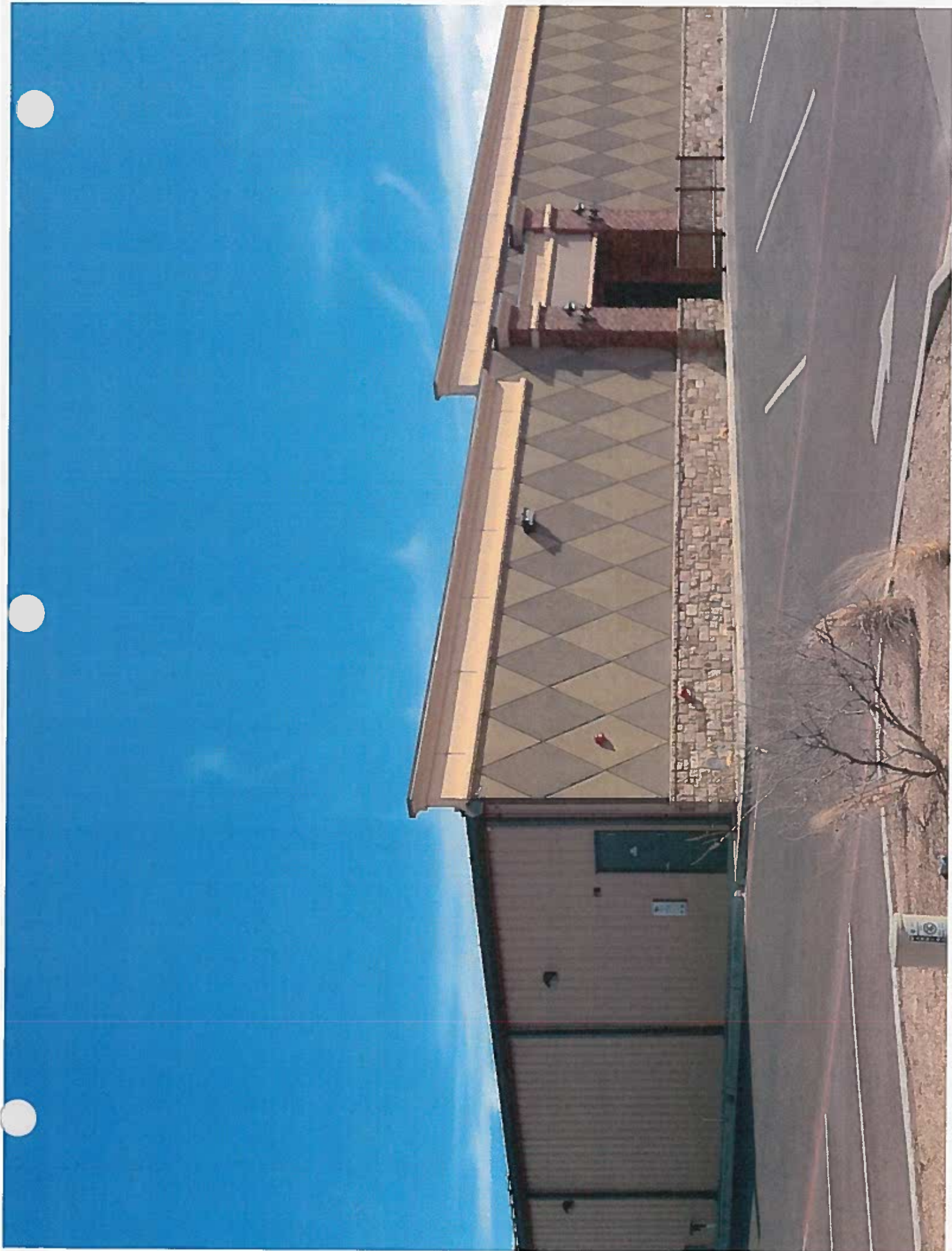


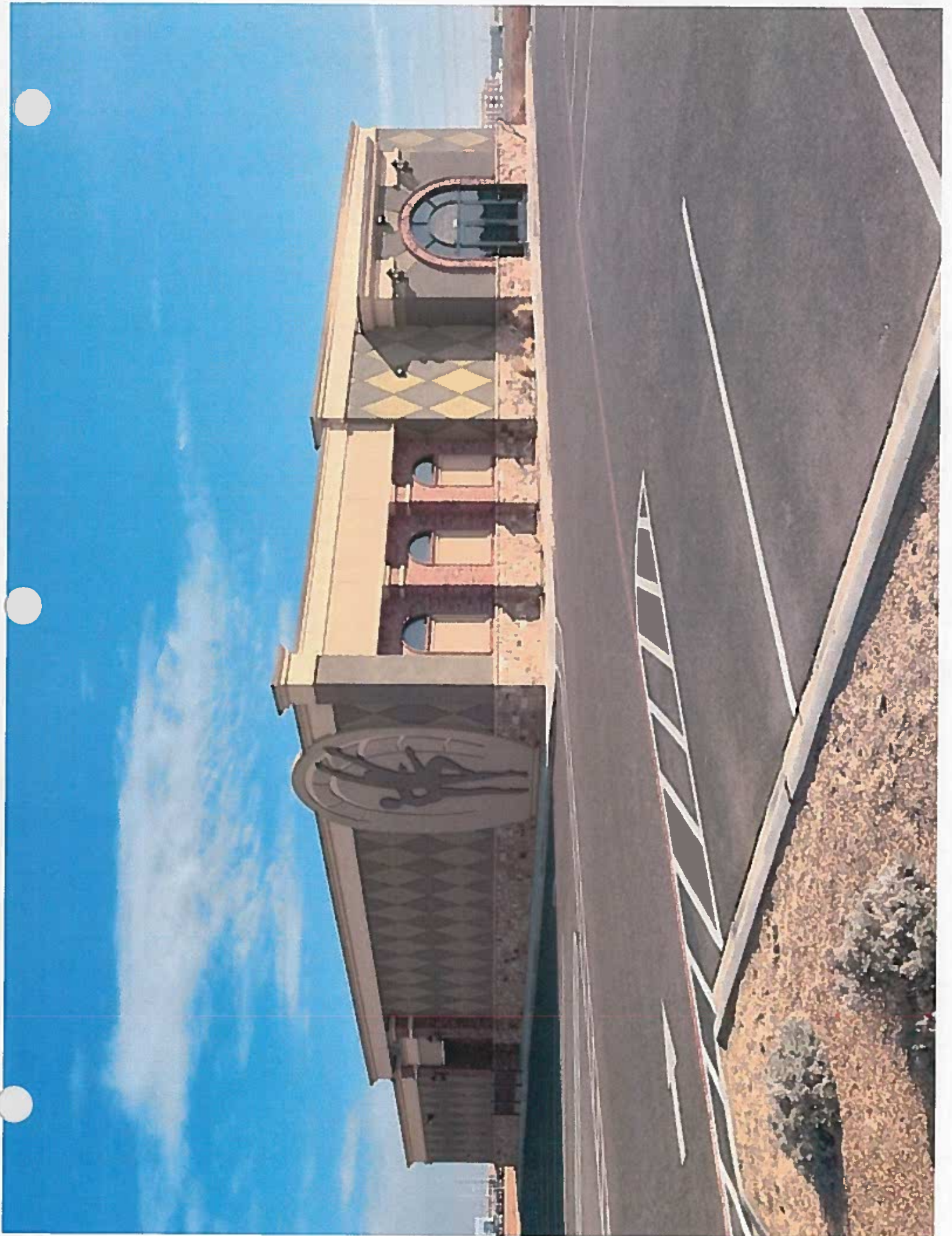
Imagery ©2016 Google, Map data ©2016 Google 500 ft

Google Maps

<https://www.google.com/maps/@33.5260778,-101.9587512,1579m/data=!3m1!1e3>

3/1/2016







APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

JACK R. SEIDEMAN
5307 W. COOP AVE, Ste 302
Lubbock TX 79414
(806) 245-9718

For

C & G Ventures, LP
PO Box 98307
Lubbock TX 79499
(806) 245-9718

Location or Address:

82nd & Milwaukee

Legal Description:*

See attached MB. (1.397 acre tract Blk A, Sec 30)

Existing Land Use:

Vacant

Existing Zoning:

C-3 & T

Acreage or Square Footage of Property:

1.39 Acres

Zoning Requested:

C-3 & M-1 specific use

Proposed Development:

Restaurant & warehouse

If property is not subdivided, will preliminary plat be submitted?

Yes X No

Applicant's Signature

[Handwritten signature]

Date

2/9/16

Filing Fee:

478.00

(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

M+B map 44

Zone Case No.:

2995-S

Agenda No.:

Request for zoning change from:

T, C-3

To:

C-3, M-1 SP USE

1.397 acres of unplatted land out of block A, section 30

on Lot(s):

Block(s):

Subdivision:

Address:

7906 Milwaukee Ave

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

6

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.: 2995-S

In Favor of

Opposed

Reasons and/or Comments:

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FEB 29 REC'D
PLANNING DEPARTMENT

Print Name: First Capital Bank of Texas
Signature: [Signature] CEO
Address: 6911 Indiana Ave, Lubbock Texas 79423
Address of Property Owned: 7904 Milwaukee Ave.

6 of 9
Zone Case Number: 2995-S 90712
FIRSTCAPITAL BANK OF TEXAS
DBA FIRST TEXAS BANK
P O BOX 94008
LUBBOCK TX 79493-4008

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

6

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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.: 2995-S

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 26 REC'D
PLANNING DEPARTMENT

Print Name

CHRISTIAN A. MCCLENDON, AUTHORIZED PERSON

Signature:

Christian A. McClendon

Address:

PO. BOX 65207, LUBBOCK, TX 79464

Address of Property Owned:

1524 82nd STREET

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2995-S

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
FEB 25 11:00 AM
PLANNING DEPARTMENT

Print Name SCOTT COLLIER
Signature: Scott Collier
Address: 4712-22ND ST, LUBBOCK, 79407
Address of Property Owned: 7906 MILWAUKEE



Regular City Council Meeting

6. 7.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance - 1st Reading - Planning: Consider an ordinance annexing 338.349 acres adjacent to the City limits located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, in Lubbock County, Texas; generally located south of CR 5800, east of Avenue P, north of CR 5900, and west of the current City limits running along Ash Avenue; adopting a service plan and establishing an effective date.

Item Summary

The City Council passed a Resolution on January 14, 2016, acknowledging the Annexation and Growth Advisory Committee's recommendation and directed city staff to begin the process of annexation for this area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
The Annexation and Growth Advisory Committee

Attachments

Ordinance - Annexation Monsanto
Exhibit B - North Municipal Service Plan
Annexation Tract
Annexation North Map - Monsanto

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WHICH AREA IS DESCRIBED HEREIN AS 338.349 ACRES ADJACENT TO THE CITY LIMITS LOCATED IN SECTIONS 39, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 6, SECTION 38, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 856, AND SECTION 40, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 717, IN LUBBOCK COUNTY, TEXAS AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than 100 separate tracts of land on which one or more residential dwellings are located in the Area to be annexed; and

WHEREAS, all required notices, including written notice of intent to annex said Area to each property owner, each public entity and each railroad company within said Area as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.063 of Texas Local Government Code on March 8, 2016 at 10:00 a.m. and March 10, 2016 at 5:30 p.m.; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, the City has prepared a service plan for the Area in accordance with Sections 43.056 and 43.056 (b) - (o) of the Texas Local Government Code which service plan was made available to the public and explained at the scheduled public hearing; and

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 annex said Area into the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT the Area hereinafter described and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, BE

and the same is hereby ANNEXED to, and included within the corporate limits of the City of Lubbock, Texas.

DESCRIPTION OF ANNEXED AREA

METES AND BOUNDS DESCRIPTION of a 338.349 acre tract of land located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, all in Lubbock County, Texas, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said Section 39, from which a found 1/2" iron rod bears N. 86°48' E. a distance of 3.62 feet;

THENCE S. 88°28'45" E., along the North line of said Section 39, at 2643.75 feet pass a 3/8" iron rod found, continuing at 4086.02 feet pass a railroad spike found in the West right-of-way line of Interstate Highway 27, continuing at 4585.74 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the East right-of-way line of said Interstate Highway 27, continuing at 5266.54 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the West right-of-way line of the BNSF Railway Company as described in Volume 30, Page 362, Deed Records of Lubbock County, continuing for a total distance of 5366.54 feet to a point in the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39, and in the West line of that tract described in County Clerk 's File Number 2012000654 ;

THENCE N. 01°38'15" E., along the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39 and the West line of said tract described in County Clerk 's File Number 2012000654 a distance of 2.19 feet to a point in the North line of said Section 39 and the South line of Section 35 . L&SV Railroad Company Survey, Abstract 75, Lubbock County , Texas for the Northwest corner of said tract described in County Clerk 's File Number 2012000654 ;

THENCE S. 88°44'36" E., along the North line of said Section 38 and the South line of said Section 35 and the North line of said tract described in County Clerk's File Number 2012000654 a distance of 483.20 feet to a point for the Northwest corner of that 310.863 acre tract described in City of Lubbock Ordinance Number 2005-O0063 and the Northeast corner of this tract;

THENCE Southwesterly, along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 1223.24 feet, a central angle of 33°10'51", a chord bearing of S. 10°02'54" W., a chord distance of 698.54 feet to a point of intersection;

THENCE S. 26°37'44" W., continuing along the West line of said 310.863 acre tract, a distance of 574.39 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the left, said curve having a radius of 1482.39 feet , a central angle of 25°00'00", a chord bearing of S. 14°03'38" W., a chord distance of 639.98 feet to a point of intersection ;

THENCE S. 01°44'07" W.. continuing along the West line of said 310.863 acre tract a distance of 343.52 feet to a point of intersection:

THENCE Southwesterly. continuing along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 2814.99 feet, a central angle of 09°15'25". a chord bearing of S. 06°18'42" W., a chord distance of 454.31 feet to a point;

THENCE N. 88°36'31" W., along the South line of the North Half of said Section 39, at 5315.11 feet pass the West line of said Section 39 and the East line of said Section 40, continuing for a total distance of 5370.11 feet to a point for the Southwest corner of this tract:

THENCE N. 01°19'20" E.. 55.00 feet West of and parallel with the East line of said Section 40 a distance of 2639.48 feet to a point in the North line of said Section 40 for the Northwest corner of this tract:

THENCE S. 88°39'20" E., along the North line of said Section 40 a distance of 55.00 feet to the Point of Beginning.

SECTION 2. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Council hereby declares it to be its purpose to annex to the City of Lubbock every part of the Area described in Section 1 of this Ordinance, regardless of whether any part of such described Area is not hereby effectively annexed to the City. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed to the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of such Area.

SECTION 4. THAT the City Engineer is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 5. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 6. 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 7. 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 on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 1515 East Ursuline Street. Station No. 2 is approximately 8 miles from the proposed annexation with an approximate response time of 10 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. Adding an additional fire station to cover this area is a challenge without further development for justification. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area and should have minimal impact going into future budgets.

CITY SECRETARY

Existing Services: None

Services to be Provided: Administration of Municipal Election services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: The City of Lubbock Subdivision Ordinance and Sign Code regulations extend into the ETJ.

Services to be Provided: The Planning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 2 centerline miles of thoroughfare roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of

these improvements would be contingent on available funding and growth patterns in these areas.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections).

TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Stormwater Staff.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation two existing signs will need to be upgraded to city standards and one new sign will be installed. Current budget and staff are sufficient to provide these signs, poles, and bases. After annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be

provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

WATER AND SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer:

- a) Water and sewer are not readily available in a majority of areas proposed for annexation.
- b) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.
- c) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
- d) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. The pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 22.05 specifies other items including:

- a) pro-rata on property already platted, and extension of services,
- b) pro-rata and extensions to property being platted,
- c) sizes of lines and meter sizes,
- d) location for service connection,
- e) deposits, charges, refunds,
- f) cost of large mains may be partially paid by City, and other considerations,

- g) when the City Council can declare a health hazard and install mains at public expense.

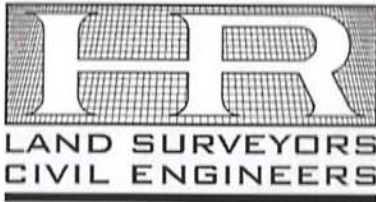
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Collection department should experience minimal impact since this proposed annexation will be for industrial type uses.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



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

METES AND BOUNDS DESCRIPTION of a 338.349 acre tract of land located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, all in Lubbock County, Texas, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said Section 39, from which a found 1/2" iron rod bears N. 86°48' E. a distance of 3.62 feet;

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THENCE N. 01°38'15" E., along the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39 and the West line of said tract described in County Clerk's File Number 2012000654 a distance of 2.19 feet to a point in the North line of said Section 39 and the South line of Section 35, L&SV Railroad Company Survey, Abstract 75, Lubbock County, Texas for the Northwest corner of said tract described in County Clerk's File Number 2012000654;

THENCE S. 88°44'36" E., along the North line of said Section 38 and the South line of said Section 35 and the North line of said tract described in County Clerk's File Number 2012000654 a distance of 483.20 feet to a point for the Northwest corner of that 310.863 acre tract described in City of Lubbock Ordinance Number 2005-00063 and the Northeast corner of this tract;

THENCE Southwesterly, along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 1223.24 feet, a central angle of 33°10'51", a chord bearing of S. 10°02'54" W., a chord distance of 698.54 feet to a point of intersection;

THENCE S. 26°37'44" W., continuing along the West line of said 310.863 acre tract, a distance of 574.39 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the left, said curve having a radius of 1482.39 feet, a central angle of 25°00'00", a chord bearing of S. 14°03'38" W., a chord distance of 639.98 feet to a point of intersection;

THENCE S. 01°44'07" W., continuing along the West line of said 310.863 acre tract a distance of 343.52 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 2814.99 feet, a central angle of 09°15'25", a chord bearing of S. 06°18'42" W., a chord distance of 454.31 feet to a point;

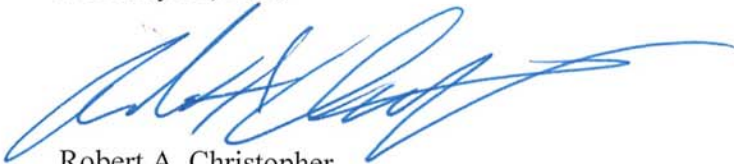
THENCE N. 88°36'31" W., along the South line of the North Half of said Section 39, at 5315.11 feet pass the West line of said Section 39 and the East line of said Section 40, continuing for a total distance of 5370.11 feet to a point for the Southwest corner of this tract;

THENCE N. 01°19'20" E., 55.00 feet West of and parallel with the East line of said Section 40 a distance of 2639.48 feet to a point in the North line of said Section 40 for the Northwest corner of this tract;

THENCE S. 88°39'20" E., along the North line of said Section 40 a distance of 55.00 feet to the Point of Beginning.

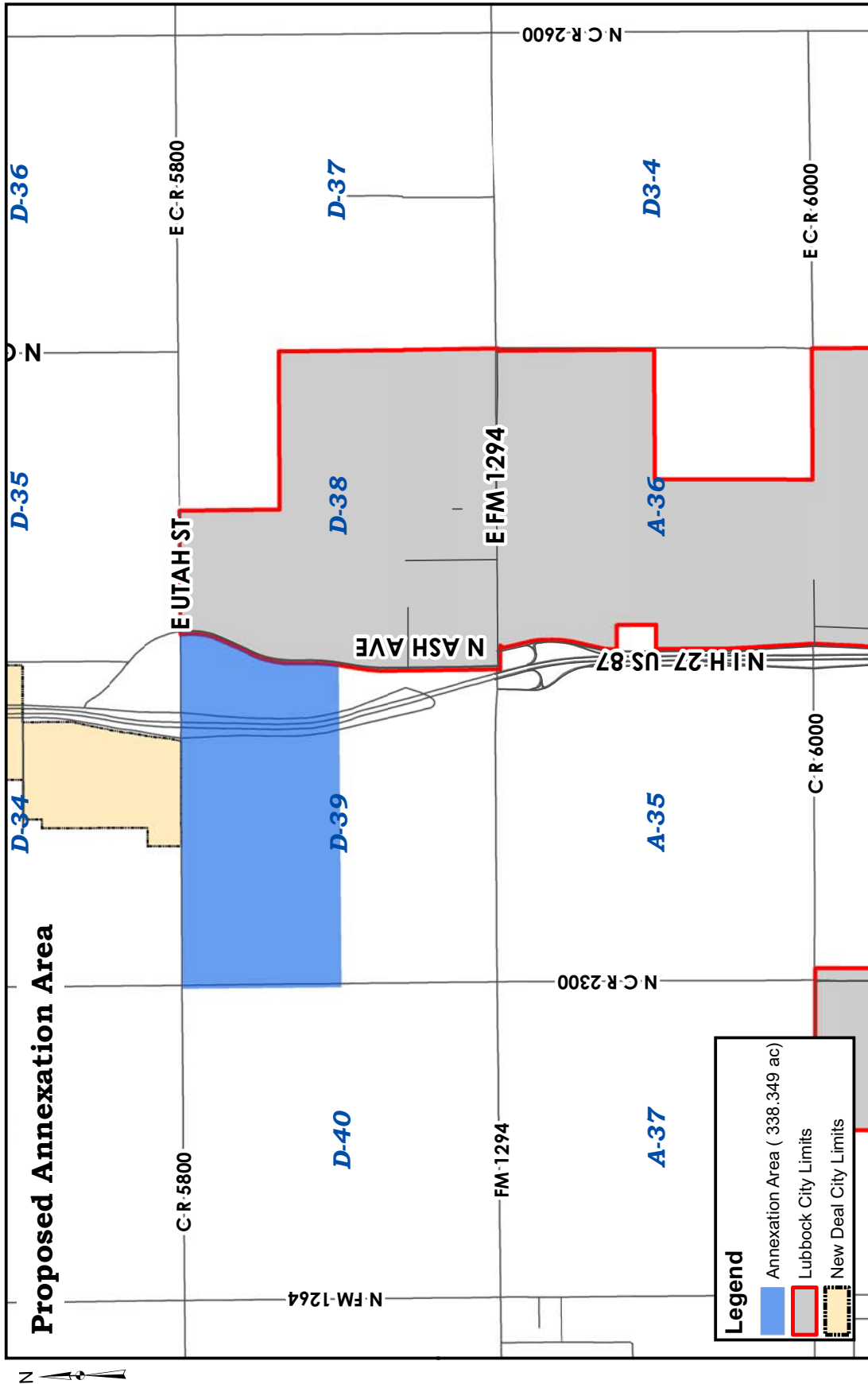
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Description prepared
February 19, 2016



Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas





This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF LUBBOCK, TEXAS, AND ANY AGENCIES, OFFICERS, OR EMPLOYEES OF THE CITY OF LUBBOCK, TEXAS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.





Regular City Council Meeting

6. 8.

Meeting Date: 04/14/2016

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute agreements in lieu of annexation pursuant to Section 212.127 of the Texas Local Government Code or Section 43.035 of the Texas Local Government Code, as applicable, with each eligible property owner located in the area of a proposed annexation containing approximately 2,393 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern City limits to approximately 660 feet south of CR 7500; said authorization to be effective only upon the affirmative vote of the City Council to annex an area that contains the property subject to an agreement in lieu of annexation.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Annexation Development Agreement

RESOLUTION

WHEREAS, the City Council by Resolution No. 2016-R0026 on January 14, 2016 directed city staff to prepare a survey and a service plan and to draft development agreements for property owners in reference to a proposed annexation; and

WHEREAS, the proposed area subject to annexation was generally described as 2,394 acres located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500 (the "proposed annexed area"); and

WHEREAS, notice was sent to the property owners in the proposed annex area, as required by Chapter 43 of the Texas Local Government Code, and two public hearings were conducted by the City Council on March 8 and March 10, 2016 all pursuant to state law; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, the City of Lubbock on or about March 3, 2016 mailed, by certified mail return receipt requested, an offer to make a development agreement to each property owner of agriculturally exempt property in the proposed annexed area as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, the City Council finds that each property owner of agriculturally exempt property as determined by the Lubbock Central Appraisal District has been offered an agreement pursuant to Section 43.035 of the Texas Local Government Code and that each owner has either accepted the offer or has rejected the offer; and

WHEREAS, on March 28, 2016, the City Council by Resolution No. 2016-R0122 authorized the City Manager and staff to offer agreements in lieu of annexation as allowed under Section 212.172 of the Texas Local Government Code to all eligible property owners in the proposed annexed area for a twenty (20) year term; and

WHEREAS, such an agreement is effective only if the area that is the subject of the agreement is affirmatively annexed by the City Council; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Mayor to execute said agreements if the City Council affirmatively votes to annex an area that contains the property subject to the agreement; 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 each agreement, attached hereto as Exhibit "A", pursuant to Section 212.172 or Section 43.035 of the Texas Local Government Code, as an agreement in

lieu of annexation, conditioned upon the affirmative vote of the City Council to annex an area in which the property subject to said agreement is included.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Chad Weaver, City Attorney

ccdocs/RES Annexation-Development Agreement



Regular City Council Meeting

6.9.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance - 1st Reading - Planning: Consider an ordinance annexing 2,393 acres adjacent to the city limits located generally between an area described as one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the exiting southern City limits to approximately 660 feet south of CR 7500; adopting a service plan and establishing an effective date.

Item Summary

The City Council passed a Resolution on January 14, 2016, acknowledging the Annexation and Growth Advisory Committee's recommendation and directed city staff to begin the process of annexation for this area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
The Annexation and Growth Advisory Committee

Attachments

Ordinance - South Annexation
Exhibit B - South Service Plan
Annexation - Description
Annexation - South Map

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WITH SAID AREA BEING DESCRIBED HEREIN AS APPROXIMATELY 2,393 ACRES (LESS THOSE PARCELS IDENTIFIED IN EXHIBIT "C") ADJACENT TO THE CITY LIMITS GENERALLY LOCATED ONE-HALF MILE EAST OF CR 2200 (UNIVERSITY AVENUE) AND APPROXIMATELY CR 1700 (MILWAUKEE AVENUE) FROM THE EXISTING SOUTHERN CITY LIMITS TO APPROXIMATELY 660 FEET SOUTH OF CR 7500, IN LUBBOCK COUNTY, TEXAS AND MORE SPECIFICALLY IDENTIFIED IN EXHIBIT "A"; AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; EXCLUDING PROPERTIES SUBJECT TO AGREEMENTS IN LIEU OF ANNEXATION; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council of the City of Lubbock (the "City Council") to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than one hundred (100) separate tracts of land on which one (1) or more residential dwellings are located in the Area; and

WHEREAS, all required notices, including written notice of intent to annex the Area to each property owner, each public entity, and each railroad company within the Area, as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, all required notices to each public school district in the Area were sent as required by Section 43.905 of the Texas Local Government Code; and

WHEREAS, the City Council conducted two public hearings on March 8, 2016 at 10:00 a.m. and March 10, 2016 at 5:30 p.m., as required by Section 43.063 of Texas Local Government Code; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, City staff prepared a service plan for the Area in accordance with Sections 43.065 and 43.056 (b)-(o) of the Texas Local Government Code, with said service plan providing for full municipal services to the Area and being made available and explained to the public at the scheduled public hearings; and

WHEREAS, City staff, on or about March 3, 2016, by certified mail return receipt requested, mailed an offer to make a development agreement to each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption, as determined by the Lubbock Central Appraisal District, as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, the City Council finds that each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption has been offered a development agreement pursuant to Section 43.035 of the Texas Local Government Code, and that each owner has either accepted or rejected the offer to make a development agreement; and

WHEREAS, on March 28, 2016, by Resolution No. 2016-R0122, the City Council authorized the City Manager and City staff to offer agreements in lieu of annexation to all eligible property owners in the Area for a twenty (20) year term, as allowed under Section 212.172 of the Texas Local Government Code; and

WHEREAS, the development agreements in lieu of annexation offered by the City under Section 43.035 or Section 212.172 of the Texas Local Government Code, are effective only if the area including the property that is the subject of the agreement is affirmatively annexed by the City Council; and

WHEREAS, the City Council finds that an offer to make a development agreement in lieu of annexation under Section 43.035 or Section 212.172 of the Texas Local Government Code has been made to the owners of all eligible properties within the Area to be annexed pursuant to this Ordinance; and

WHEREAS, the City Council, by prior action, has approved certain development agreements in lieu of annexation executed by eligible property owners within the Area; and

WHEREAS, under any of the City Council's previously approved development agreements in lieu of annexation between an eligible property owner and the City, the property that is the subject of the agreement in lieu of annexation shall retain its extraterritorial status and the owner of such property must abide by the City's development regulations as if such property were within the City limits, as provided further in such agreement; and

WHEREAS, the land which is adjacent or contiguous to an area that is subject to a development agreement in lieu of annexation is considered adjacent or contiguous to the City for the purposes of annexation; and

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 annex the Area into the City of Lubbock; **NOW THEREFORE**,

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

SECTION 1. THAT the Area hereinafter described, and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, save and except those parcels described in Exhibit "C" which are subject to agreements in lieu of annexation, **BE** and the same is hereby **ANNEXED** to, and included within the corporate limits of the City of Lubbock, Texas.

SECTION 2. THAT the service plan, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Council hereby declares it to be its purpose to annex to the City of Lubbock every part of the Area described in Section 1 of this Ordinance (save and except those parcels described in Exhibit "C"), regardless of whether any part of the Area is not hereby effectively annexed to the City. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed to the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 4. THAT the City Engineer is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 5. THAT should any property be entirely surrounded by the Area and not be included within the City of Lubbock, the City Council herein affirmatively finds that surrounding the property is in the public interest and that the City of Lubbock and its governing body have fully complied with Section 43.057 of the Texas Local Government Code.

SECTION 6. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 7. 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 8. 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 on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street, Station 19 located at 5826 98th Street, and Station No. 14 located at 2402 96th Street. Station No. 16 is approximately 2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 19 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 14 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area. However as more houses and businesses begin filling in the vast area of the annexation in the next couple of years, it will be a necessity to increase staffing levels and associated equipment requirements in the Field Services Bureau and Investigations Services Bureau causing an increase in the budgets from FY16-17 and beyond. Additionally, a substation in the South or Southwest part of Lubbock will become a necessity to accommodate increased staffing and access by the citizens in that area of the city for better customer service.

CITY SECRETARY

Existing Services: None

Services to be Provided: Administration of Municipal Election services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: The City of Lubbock Subdivision Ordinance regulations extend into the ETJ.

Services to be Provided: The Planning Department’s responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for and importance of long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City

Secretary for changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

STREET

Existing Services: Lubbock County Public Works currently maintains the county roads.

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 8 centerline miles of thoroughfare

roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections).

TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation approximately twenty-four (24) signs will be upgraded to city standards, thirty (30) new signs will be installed, and ten miles of

painted lane lines and pavement markings will be maintained. Current budget and staff are sufficient to provide these services. After annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

WATER AND SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer:

- a) Water and sewer are not readily available in a majority of areas proposed for annexation.
- b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7450 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of County Road 2200 (University Avenue) as required for adequate fire protection.
126th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of Chicago Avenue as required for adequate fire protection.
134th Street and 138th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile between Frankford Avenue and Chicago Avenue as required for adequate fire protection.
Water for fire protection prior to the extension of water lines from the City on County Road 7450, 126th Street, 134th Street, 138th Street, and any other area will need to be provided through pump trucks.
- c) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges).
- d) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
- e) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. The pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 22.05 specifies other items including:

- a) pro-rata on property already platted, and extension of services,
- b) pro-rata and extensions to property being platted,
- c) sizes of lines and meter sizes,
- d) location for service connection,
- e) deposits, charges, refunds,
- f) cost of large mains may be partially paid by City, and other considerations,
- g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since it is expected that immediate development will not occur, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation and exceeds route collection averages.

MISCELLANEOUS

In addition to the services listed above, the City will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, not later than two and one-half years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half years after the effective date of the annexation, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

“Full municipal services” are services provided by the annexing municipality within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by any of the methods, policies, and ordinances by which it extends the services to any other area of the City. Accordingly, there may be costs incurred by the user in order to access certain services.

DESCRIPTION FOR ANNEXATION

A tract of land containing approximately 2,393 acres:

BEGINNING at a point in the South line of Section 9, Block AK, Abstract 161, same being the Southeast plat limits of Lots 137-186, Windsor Park subdivision as recorded in Volume 9268, Page 150, Official Public Records of Lubbock County, which point bears S 87°34'54" E a distance of 18.50 feet from the Southwest corner of said Section 9;

THENCE N. 01°53'52" E., along said plat limits and the East line of a 20-foot alley a distance of 4625.56 feet to a point in the present City Limits as established by Ordinance No. 2008-O0104;

THENCE S. 88°13'34" E., along said line of Ordinance No. 2008-O0104, 660 feet South of and parallel with the North line of said Section 9 a distance of 1468.67 feet to a point;

THENCE N. 01°50'32" E., continuing along said line of Ordinance No. 2008-O0104, a distance of 605.00 feet to a point;

THENCE S. 88°13'19" E., continuing along said line of Ordinance No. 2008-O0104, 55 feet South of and parallel with the North line of said Section 9 a distance of 1373.27 feet to a point;

THENCE S. 01°52'35" W., continuing along said line of Ordinance No. 2008-O0104 a distance of 605.00 feet to a point in the present City Limits as established by Ordinance No. 2014-O0147;

THENCE N. 88°17'24" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 19.91 feet to a point;

THENCE S. 01°52'53" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 975.62 feet to a point;

THENCE N. 88°12'27" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 1352.34 feet to a point;

THENCE S. 01°50'32" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 3648.05 feet to a point;

THENCE S. 88°18'08" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 1659.72 feet to a point;

THENCE N. 01°53'35" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 656.78 feet to a point;

THENCE S. 88°06'43" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 329.93 feet to a point;

THENCE N. 01°52'42" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 957.57 feet to a point;

THENCE S. 88°06'47" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.18 feet to a point;

THENCE N. 01°53'06" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 1650.17 feet to a point;

THENCE N. 88°07'02" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.47 feet to a point;

THENCE N. 01°53'58" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 989.92 feet to a point;

THENCE S. 88°07'46" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.22 feet to a point;

THENCE N. 01°53'06" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 284.85 feet to a point;

THENCE N. 88°13'03" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 389.91 feet to a point;

THENCE N. 01°48'11" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 83.46 feet to a point in the present city limits as established by said Ordinance No. 2008-O0104;

THENCE S. 88°34'22" E., along said line of Ordinance No. 2008-O0104 a distance of 1050.54 feet to a point;

THENCE N. 01°50'36" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 660.04 feet to a point in the North line of Section 8, Block AK and the South line of Section 24, Block E-2, Lubbock County, Texas;

THENCE N. 88°47'01" W., along the North line of said Section 8 and the South line of said Section 24, continuing along said line of Ordinance No. 2014-O0147 a distance of 5.69 feet to a point;

THENCE N. 01°39'35" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 1663.64 feet to a point;

THENCE N. 88°44'14" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 605.00 feet to a point;

THENCE N. 01°39'35" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 1310.92 feet to a point in the present city limits as established by Ordinance No. 2014-O0150;

THENCE S. $88^{\circ}45'59''$ E., continuing along said line of Ordinance No. 2014-O0150 a distance of 2626.80 feet to a point in the East right-of-way line of Chicago Avenue;;

THENCE S. $01^{\circ}43'10''$ W., along said right-of-way line a distance of 1728.05 feet to a point;

THENCE S. $88^{\circ}45'14''$ E., along the North line of a 20-foot alley a distance of 2299.70 feet to a point in the present city limits as established by Ordinance No. 2005-O0067;

THENCE S. $01^{\circ}45'16''$ W., along said line of Ordinance No. 2005-O0067 a distance of 721.43 feet to a point;

THENCE N. $88^{\circ}14'44''$ W., continuing along said line of Ordinance No. 2005-O0067 a distance of 360.00 feet to a point;

THENCE S. $01^{\circ}45'16''$ W., continuing along said line of Ordinance No. 2005-O0067 a distance of 527.00 feet to a point in the present city limits as established by Ordinance No. 2014-O0149;

THENCE N. $88^{\circ}47'01''$ W., along said line of Ordinance No. 2014-O0149 a distance of 1975.92 feet to a point;

THENCE S. $01^{\circ}48'18''$ W., continuing along said line of Ordinance No. 2014-O0149 a distance of 3259.54 feet to a point;

THENCE S. $88^{\circ}50'13''$ E., continuing along said line of Ordinance No. 2014-O0149 a distance of 2641.13 feet to a point;

THENCE N. $01^{\circ}42'51''$ E., continuing along said line of Ordinance No. 2014-O0149 a distance of 2597.03 feet to a point in the present city limits as established by Ordinance No. 2005-O0067;

THENCE S. $88^{\circ}15'06''$ E., along said line of Ordinance No. 2005-O0067 a distance of 5292.39 feet to a point in the present city limits as established by Ordinance No. 2008-O0085;

THENCE S. $01^{\circ}48'34''$ W., continuing along said line of Ordinance No. 2008-O0085, at 1980.73 feet pass a point in the present city limits as established by Ordinance No. 2013-O0076, continuing along the line of said Ordinance No. 2013-O0076, at 2641.94 feet pass a point in the present city limits as established by Ordinance No. 2015-O0012, continuing along the line of said Ordinance No. 2015-O0012 for a total distance of 4621.60 feet to a point;

THENCE S. $88^{\circ}12'49''$ E., along said line of Ordinance No. 2015-O0012 a distance of 2700.49 feet to a point;

THENCE N. $01^{\circ}47'11''$ E., continuing along said line of Ordinance No. 2015-O0012 a distance of 55.00 feet to a point;

THENCE N. $43^{\circ}12'49''$ W., continuing along said line of Ordinance No. 2015-O0012 a distance of 42.43 feet to a point;

THENCE N. $01^{\circ}47'10''$ E., continuing along said line of Ordinance No. 2015-O0012 a distance of 70.00 feet to a point;

THENCE N. $00^{\circ}38'26''$ E., continuing along said line of Ordinance No. 2015-O0012 a distance of 150.03 feet to a point;

THENCE N. $01^{\circ}47'10''$ E., continuing along said line of Ordinance No. 2015-O0012 a distance of 275.49 feet to a point;

THENCE Northeasterly, continuing along said line of Ordinance No. 2015-O0012, along a curve to the right, said curve having a radius of 961.00 feet, a central angle of $23^{\circ}14'16''$, a chord bearing of N. $13^{\circ}24'18''$ E., a chord distance of 387.09 feet to a point;

THENCE N. $25^{\circ}01'26''$ E., continuing along said line of Ordinance No. 2015-O0012 a distance of 132.08 feet to a point;

THENCE Northeasterly, continuing along said line of Ordinance No. 2015-O0012, along a curve to the left, said curve having a radius of 1069.00 feet, a central angle of $09^{\circ}55'30''$, a chord bearing of N. $20^{\circ}03'41''$ E., a chord distance of 184.94 feet to a point in the present city limits as established by Ordinance No. 2013-O0076;

THENCE N. $59^{\circ}18'57''$ E., along said line of Ordinance No. 2013-O0076 a distance of 7.78 feet to a point;

THENCE S. $77^{\circ}21'49''$ E., continuing along said line of Ordinance No. 2013-O0076 a distance of 407.08 feet to a point;

THENCE S. $32^{\circ}21'49''$ E., continuing along said line of Ordinance No. 2013-O0076 a distance of 14.14 feet to a point;

THENCE S. $77^{\circ}21'49''$ E., continuing along said line of Ordinance No. 2013-O0076 a distance of 33.36 feet to a point;

THENCE N. $01^{\circ}46'38''$ E., continuing along said line of Ordinance No. 2013-O0076 a distance of 1475.23 feet to a point in the present city limits as established by Ordinance No. 2008-O0085;

THENCE S. $88^{\circ}13'20''$ E., continuing along said line of Ordinance No. 2008-O0085 a distance of 1980.86 feet to a point in the present city limits as established by Ordinance No. 2014-O0148;

THENCE S. $88^{\circ}07'34''$ E., along said line of Ordinance No. 2014-O0148 a distance of 5283.14 feet to a point;

THENCE N. $01^{\circ}41'59''$ E., continuing along said line of Ordinance No. 2014-O0148 a distance of 41.29 feet to a point in the present city limits as established by Ordinance No. 2015-O0071;

THENCE S. 88°24'19" E., along said line of Ordinance No. 2015-O0071 a distance of 2610.22 feet to a point;

THENCE S. 01°43'34" W. a distance of 2673.19 feet to a point in the South line of Section 16, Block E and the North line of Section 21, Block E;

THENCE S. 01°43'09" W. a distance of 660.00 feet to a point;

THENCE N. 88°27'42" W., 660.00 feet South of and parallel with the North line of said Section 21 a distance of 2617.66 feet to a point in the West line of said Section 21 and the East line of Section 2, Block AK;

THENCE N. 88°12'11" W., 660.00 feet South of and parallel with the North line of said Section 2 a distance of 2678.73 feet to a point in the West right-of-way line of County Road 2140;

THENCE N. 01°49'03" E., along said West right-of-way line a distance of 574.99 feet to a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 90°01'04", a chord bearing of N. 43°11'34" W., a chord distance of 42.43 feet to a point in the South right-of-way line of 146th Street;

THENCE N. 88°12'11" W., 55.00 feet South of and parallel with the North line of said Section 2, along the South right-of-way line of said 146th Street a distance of 2569.20 feet to a point in the West line of said Section 2 and the East line of Section 3, Block AK;

THENCE N. 01°46'19" E., along the West line of said Section 2 and the East line of said Section 3 a distance of 5.48 feet to a point;

THENCE N. 88°13'21" W., 50.00 feet South of and parallel with the North line of said Section 3, along the South right-of-way line of said 146th Street a distance of 2585.23 feet to a point of curvature;

THENCE Southwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing of S. 46°46'39" W., a chord distance of 21.21 feet to a point in the East right-of-way line of Memphis Avenue;

THENCE S. 01°46'39" W., along said East right-of-way line a distance of 595.09 feet to a point;

THENCE N. 88°12'51" W., 660.00 feet South of and parallel with the North line of said Section 3 a distance of 2683.79 feet to a point in the West line of said Section 3 and the East line of Section 6, Block AK;

THENCE N. 88°14'22" W., 660.00 feet South of and parallel with the North line of said Section 6 a distance of 5284.87 feet to a point in the West line of said Section 6 and the East line of Section 7, Block AK;

THENCE N. 88°46'23" W., 660.00 feet South of and parallel with the North line of said Section 7 a distance of 2644.07 feet to a point in the East line of a 20-foot alley, same being the East plat limits of Lots 139-192, Highland Oaks Addition as recorded in Volume 10199, Page 204, Official Public Records of Lubbock County;

THENCE N. 01°47'44" E., along said plat limits and East alley line a distance of 605.03 feet to a point in the South right-of-way line of 146th Street;

THENCE N. 88°46'23" W., along said right-of-way line, 55.00 feet South of and parallel with the North line of said Section 7 a distance of 2549.97 feet to a point of curvature;

THENCE Southwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 89°20'18", a chord bearing of S. 46°33'28" W., a chord distance of 42.18 feet to a point of tangency in the East right-of-way line of Frankford Avenue;

THENCE S. 01°53'19" W., along the East right-of-way line of said Frankford Avenue a distance of 575.88 feet to a point;

THENCE N. 88°18'10" W., at 65.00 feet pass the West line of said Section 7 and the West line of Section 10, Block AK, continuing along a line 660.00 feet South of and parallel with the North line of said Section 10 a total distance of 4208.12 feet to a point;

THENCE N. 01°53'52" E. a distance of 660.00 feet to a point in the North line of said Section 10 and the South line of Section 9, Block AK;

THENCE S. 87°34'54" E., along the North line of said Section 10 and the South line of said Section 9 a distance of 20.06 feet to the Point of Beginning.

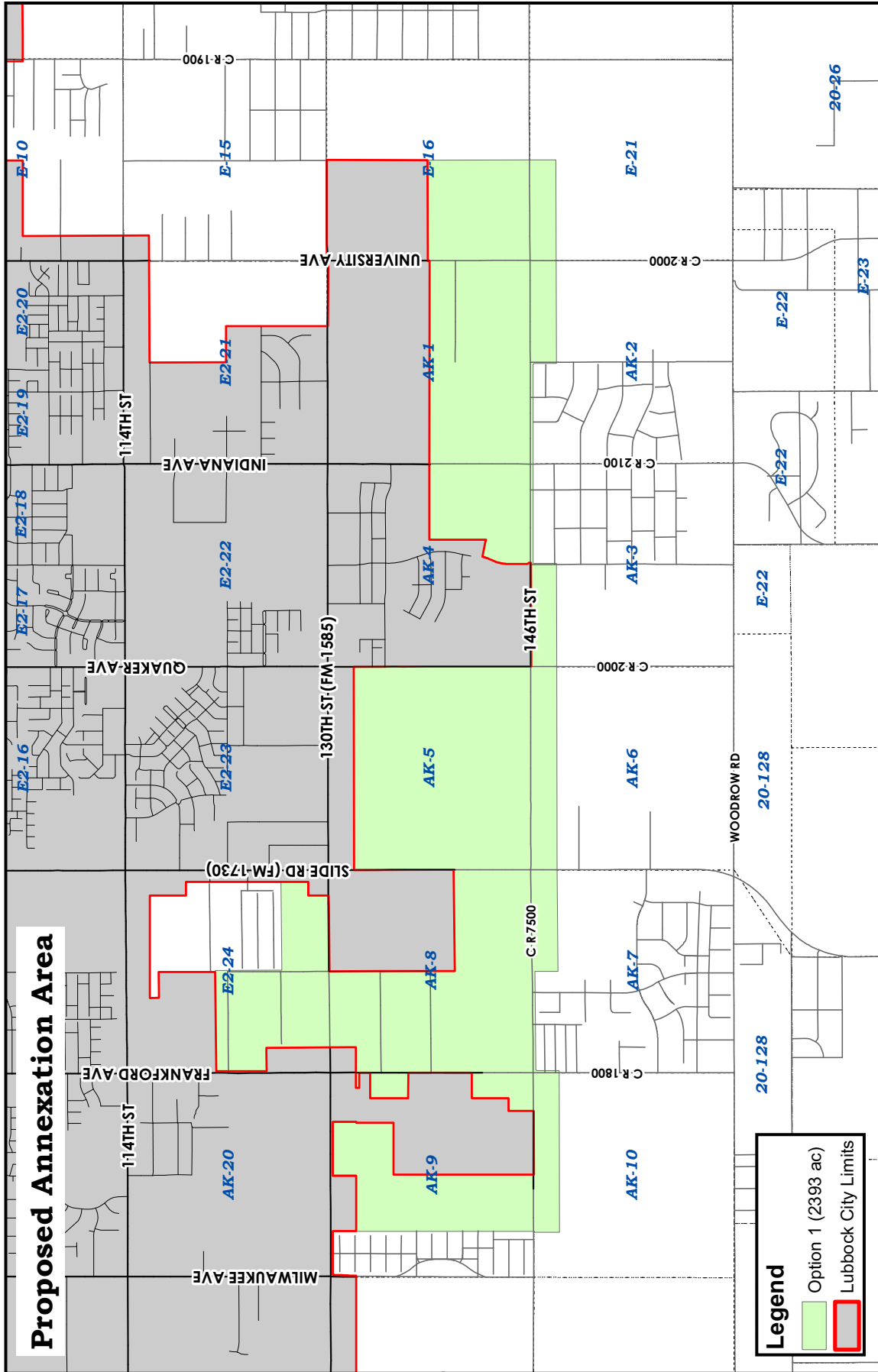
March 30, 2016



Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas



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Regular City Council Meeting

6. 10.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance Amendment 2nd Reading - Accounting: Consider Ordinance 2016-O0044 amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding sales tax.

Item Summary

On March 24, 2016, the City Council approved the first reading of the ordinance.

Ordinance amendment 2012-00071 was approved on July 26, 2012. This amendment contained an error that has now surfaced.

The City/Lubbock Power and Light imposes the taxes authorized on the sale and use of electricity for residential use as authorized by the Texas Tax Code, Section 321.105.

The City retains the portion of sales tax that the City collects that constitutes the City's own tax (residential, commercial, etc.), as authorized by the Texas Tax Code, Section 321.312. If we remit it to the State and then they allocate it back to us, it will be assessed a 2% fee by the State.

The ordinance amendment approved in July, 2012, mistakenly combined these two sections and states that the City will retain the portion of sales tax that the City collects that constitutes the City's own tax on the sale and use of electricity for residential use only. This inadvertently limits the amount that the City may retain to only residential electric use sales tax.

This amendment will align the ordinance with what the City is actually doing.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Interim Director of Finance

Attachments

Ordinance - Imposition and Retention of Taxes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, "TAXATION", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY AMENDING SECTION 18.01.007 TO CORRESPOND TO SECTION 321.105 OF THE TEXAS TAX CODE; BY ADDING SECTION 18.01.010 TO REFLECT THE RETENTION OF CERTAIN MUNICIPAL SALES TAXES AS PROVIDED IN SECTION 321.312 OF THE TEXAS TAX CODE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 18 of the Code of Ordinances of the City of Lubbock; **NOW THEREFORE**,

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

SECTION 1. THAT Section 18.01.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 18.01.007 Imposition of sales and use tax on gas and electricity

The City will impose the taxes authorized on the receipts from the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use as determined by a majority vote of the City Council and authorized by the Texas Tax Code, Section 321.105.

SECTION 2. THAT, the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding a Section 18.01.010, which said section reads as follows:

Sec. 18.01.010 Retention of certain municipal sales taxes

The City holds a sales and use tax permit issued by the state comptroller that imposes a sales and use tax, therefore, the City may retain the portion of the tax that the City collects and that constitutes the City's own tax, as authorized by the Texas Tax Code, Section 321.312. The City shall remit to the state comptroller all other applicable local sales and use taxes and the state sales and use tax.

SECTION 3. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 4. 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 6. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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



APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

Ord. Taxation – Section 18.01.007 & 18.01.010 – Imposition and Retention of Taxes – 3.4.16
March 4, 2016



Regular City Council Meeting

6. 11.

Meeting Date: 04/14/2016

Information

Agenda Item

Ordinance 1st Reading - Mayor Glen Robertson: Consider an ordinance amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the exemption of residential use of gas and electricity from sales and use tax.

Item Summary

Same as stated above.

Fiscal Impact

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Ordinance - Exemption of Taxes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, "TAXATION", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY AMENDING SECTION 18.01.007 TO PROVIDE FOR AN EXEMPTION FROM LOCAL SALES AND USE TAXATION FOR RESIDENTIAL USE OF GAS AND ELECTRICITY IN ACCORDANCE WITH SECTION 321.105 OF THE TEXAS TAX CODE; BY ADDING SECTION 18.01.010 TO REFLECT THE RETENTION OF CERTAIN MUNICIPAL SALES TAXES AS PROVIDED IN SECTION 321.312 OF THE TEXAS TAX CODE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 18 of the Code of Ordinances of the City of Lubbock; **NOW THEREFORE**,

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

SECTION 1. THAT Section 18.01.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 18.01.007 Exemption of sales and use tax on residential gas and electricity

The City will exempt sales and use taxes on the receipts from the sale, production, distribution, lease, or rental of, and the use, storage, or other consumption of gas and electricity for residential use, as determined by a majority vote of the City Council and authorized by the Texas Tax Code, Section 321.105.

SECTION 2. THAT, this Ordinance shall be effective no sooner than October 1, 2016. The City Manager of the City of Lubbock is hereby directed and authorized to send a copy of this Ordinance to the Comptroller of the State of Texas at a time and manner in order to make this Ordinance effective on October 1, 2016.

SECTION 3. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 4. 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 6. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2016.

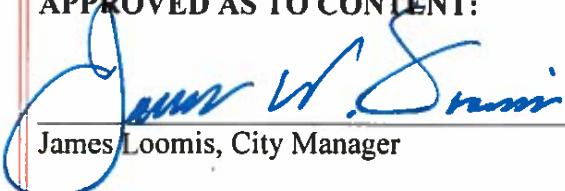
Passed by the City Council on second reading this ____ day of _____, 2016.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Ord. Taxation – Section 18 01 007 – Exemption of Taxes – 4 1 16
April 1, 2016



Regular City Council Meeting

6. 12.

Meeting Date: 04/14/2016

Information

Agenda Item

Discuss and hear a presentation from the Model Codes & Construction Advisory Board concerning proposed revisions to the Commercial Codes, including the International Building Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code; and proposed revisions to the International Residential Code.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

No file(s) attached.



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

| Goods and Services | Approval Authority | Procurement Method | Legal Authority |
|---|--------------------|---|---|
| Up to \$500 | Using department | No quotes required | City Procurement Policy |
| \$501 – 2,500 | Using department | Verbal quotes/proposals, electronic bids | City Procurement Policy |
| \$2,501 – 50,000 | City Manager | Written quotes/proposals, electronic bids | LGC §252.0215 |
| More than \$50,000 | City Council | Written bids/proposals, electronic bids | LGC §252.021, 024, 041, 0415, 042, 043, |
| Professional Services | | | |
| Up to \$50,000 | City Manager | Written proposals | GC §2254.003 |
| More than \$50,000 | City Council | Written proposals | GC §2254.003 |
| Architectural/Engineering Services | | | |
| Up to \$50,000 | City Manager | Rotation list | GC §2254.004 |
| More than \$50,000 | City Council | Statement of qualifications | GC §2254.004 |
| Construction | | | |
| Up to \$50,000 | City Manager | Written quotes/proposals | LGC §252.0215 |
| More than \$50,000 | City Council | Written quotes/proposals | LGC §252.021, 0215, 043, 0435 |
| Emergencies | | | |
| Up to \$50,000 | City Manager | Verbal or written quotes | City Procurement Policy |
| More than \$50,000 | City Council | Verbal or written quotes | LGC §252.022 |
| Interlocal/Real Property | | | |
| Any amount | City Council | Negotiated | LGC §252.022, 050 and §272 |
| Change Orders/Amendments | | | |
| Up to \$50,000 | City Manager | Negotiated | LGC §252.048 |
| More than \$50,000 | City Council | Negotiated | LGC §252.048 |

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.