City of Lubbock, Texas
Regular City Council Meeting
Wednesday, May 1, 2013

Glen C. Robertson, Mayor
Karen Gibson, Mayor Pro Tem, District 5
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Todd R. Klein, Councilman, District 3
Jim Gerlt, Councilman, District 4
Latrelle Joy, Councilwoman, District 6

Lee Ann Dumbauld, City Manager
Sam Medina, 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.

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1 through 1.2.

6:15 p.m. -- City Council reconvenes in open session to consider items 2 through 7.3.7.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Concerning the bylaws and the articles of incorporation of Lubbock Economic Development Alliance and Market Lubbock Development Corporation and the proposed amendments thereof.

1. 1. 2. Petition for the appointment of a watermaster in the Brazos River Basin filed by the Brazos River Coalition, SOAH Docket No. 582-13-3040, TCEQ Docket No. 2013-0174-WR before the State Office of Administrative Hearings.

1. 1. 3. R.E. Janes Gravel Company v. Zachary Covar, Executive Director of the Texas Commission on Environmental Quality, and its Commissioners, Bryan Shaw, Carlos Rubinstein, and Toby Baker, Cause No. D-1-GN-13-000150 in the 345th District Court, Travis County, Texas.

1. 2. Hold an executive session in accordance to V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Junked Vehicle Compliance Board, Lake Alan Henry Board of Appeals, Urban Renewal & Neighborhood Redevelopment Commission, and Water Board of Appeals.

2. **Proclamations and Presentations**

2. 1. Invocation by Reverend Scott Campbell, Grace Presbyterian Church.

2. 2. Pledges of Allegiance.

2. 3. Central Business TIF Reinvestment Zone Board of Directors:
Brandt Beal

Urban Renewal & Neighborhood Redevelopment Commission:
Larissa Cable

2. 4. Presentation of a special recognation recognizing the Lubbock Area Bar Association and Law Day.

2. 5. Presentation of a special recognition to the City's Administrative Professionals.

2. 6. Presentation of special recognition to Dr. Ernst Kiesling for his 50 years of service with the Wind Science and Engineering Center at Texas Tech University.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. Scott Mann will appear before the City Council to discuss recent issues at City Hall.

4. **Minutes**

4. 1. March 28, 2013 Regular City Council Meeting
March 28, 2013 Special City Council Meeting (LEDA/Market Lubbock Inc. Bylaws)
April 1, 2013 Special City Council Meeting (EUB)
April 4, 2013 Special City Council Meeting (Personnel Matters)

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. Page 41 **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-O0038 Amendment 20 amending the adopted FY 2012-13 Budget 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); and to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Section 5311(F) Federal Intercity Bus Grant.

5. 1. 1. Page 46 **Resolution - Transit**: Consider a resolution authorizing the Mayor to execute contract 11302 an Agreement No. 51305F7152 with the Texas Department of Transportation (TxDOT) for the renovation and expansion of the Downtown Citibus Transfer Plaza.

5. 1. 2. Page 57 **Resolution - Community Development**: Consider a resolution authorizing the Mayor to execute contract 61130001572 an amendment to a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 2. Page 60 **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Amendment 22 respecting the grant fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) Click It or Ticket Grant.

5. 3. Page 64 **Resolution - Finance:** Consider two resolutions designating authorized representatives on the City's accounts with TexPool and TexSTAR investment pools.

5. 4. Page 71 **Contract Resolution-Right-of-Way**: Consider a resolution authorizing the Mayor to execute Contract of Sale 11294 with Nettie J. Edwards, Mary Sue Cauley, Martha King, Dornell Edwards and Carolyn Cade for the acquisition of Lots 1, 2, 3, Block Thirteen, Phyllis-Wheatley Subdivision, an addition to the City of Lubbock, Lubbock County, Texas, for the South Lubbock Sanitary Sewer Line Extension.

5. 5. Page 87 **Ordinance 2nd Reading – Right-of-Way**: Consider an Ordinance 2012-O0060 abandoning and closing three street stubs located on the west side of Norfolk Avenue in Section 17, Block E-2, Lubbock County, Texas.

5. 6. Page 94 **Contract Resolution – Public Works:** Consider two resolutions authorizing the Mayor to execute contract 11123 with Cargill, Inc. - Deicing Technology Business Unit and contract 11123-1 with Caprock Marketing, LLC, DBA Lubbock Imports for purchase of ice control salt, BID 13-11223-DG.

5. 7. Page 110 **Contract Resolution – Public Works**: Consider two resolutions authorizing the Mayor to execute contract 11226 with Ronnie Zahn Paving, Inc. and contract 11226-1 with Unique Paving Materials for secondary asphalt materials, BID 13-11226-DG.

5. 8. Page 129 **Resolution - Public Works**: Consider a resolution authorizing the Mayor to execute contract 11304 a Retail Service Agreement by and between the City of Lubbock and Virginia Fuller, principal, on behalf of Franklin Mobile Home Park, for drinking water supply protection, and related documents.

5. 9. Page 135 **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11219 with L. Howard Construction for the Southeast Water Reclamation Plant (SEWRP) 2nd Feed Water Line Project, BID 13-11219-MA.

5. 10. Page 143 **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11292 a Professional Services Agreement with Alan Plummer Associates, Inc. (APAI) for the final design of the Northwest Water Reclamation Plant (NWWRP).

5. 11. Page 180 **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 10544 with Carollo Engineers, P.C., for providing additional engineering services associated with the Southeast Water Reclamation Solids Handling Improvements Project.

5. 12. Page 192 **Resolution - Water Utilities**: Consider a resolution expressing opposition by the City of Lubbock to the appointment of a watermaster in connection with the Upper Brazos River Basin, and instructing the City Manager or other applicable representative of the City of Lubbock to take action, as needed, to assert and otherwise communicate said opposition to the Texas Legislature and the Texas Commission on Environmental Quality.

5. 13. Page 194 **Resolution - Parks and Recreation**: Consider a resolution authorizing the Mayor to execute contract 11303 a License Agreement with the YWCA of Lubbock to hold summer camp activities at Leftwich Park.

5. 14. Page 211 **Contract Resolution - Parks and Recreation:** Consider two resolutions authorizing the Mayor to execute contract 11225 with Gorman Outdoor Inc. and contract 11225-1 with Back to Nature Compost, Inc. for fertilization for various parkland properties, BID-13-11225-TL.

5. 15. Page 249 **Resolution - Civic Center**: Consider a resolution authorizing the Mayor to execute contract 11268 Professional Services Agreement with BSA Consulting Engineers, PLLC (BSA), for renovations to the Lubbock Memorial Civic Center.

5. 16. Page 264 **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 31014117 with Southwest International Trucks, Inc. for one 3,000 gallon water truck.

5. 17. Page 270 **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 31014513 with Houston Freightliner Inc. for the purchase of a Vac-Con truck with 9 cubic yard vacuum jetter combination unit.

5. 18. Page 276 **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 31014514 with Houston Freightliner Inc. for the purchase of a Vac-Con truck with 1,000 gallon mounted sewer jetter.

5. 19. Page 282 **Resolution - Radio Shop**: Consider a resolution authorizing the Mayor to execute purchase order contract 10008125 with Dailey Wells Communications for radio equipment for police Tahoes.

5. 20. Page 286 **Contract Resolution - Facilities**: Consider a resolution authorizing the Mayor to execute Change Order 2 to contract 11052 with Minnix Commercial Partners, LTD., for the renovations to the Garden and Arts Center.

5. 21. Page 293 **Resolution - Benefits**: Consider a resolution authorizing the Mayor to execute contract 11197 an agreement between the City and Texas Tech University Health Sciences Center (TTUHSC) Department of Psychiatry, Southwest Institute for Addictive Diseases (SWIAD) to provide an Employee Assistance Program (EAP), RFP 13-11197-DT.

5. 22. Page 302 **Resolution - Community Development:** Consider a resolution by the City Council to set a date and time to hold a public hearing for a proposed change to Urban Renewal Plan Area 23, as Amendment 2 to revise all properties currently designated residential, multi-family and commercial properties to Commercial/Interstate Highway Commercial (IHC) land use in the 300 blocks bounded by the Marsha Sharp Access Road on the south; by University Avenue on the west; by 3rd Street on the North; and the alley west of Avenue Q in Block 3 of the J. H. Dodson Subdivision of the Roberts & McWhorter Addition to the City of Lubbock, excluding Tract "A," A. R. Addition previously approved and amended to Commercial/Interstate High Commercial (IHC) on July 12, 2012 by the City Council of Lubbock.

5. 23. Page 307 **Resolution - Emergency Management/Fire Department**: Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City, contract 2013-041470 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

6. **Regular Agenda**

6. 1. Page 321 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 1875-X, a request of Hugo Reed and Associates, Inc. (for CMH, Inc.) for a zoning change to amend the conditions of Ordinance 6614 on 52.4 acres of unplatted land out of Block AK, Section 43 (6801 19th Street) and consider an ordinance.

6. 2. Page 334 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 2508-J, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 12.33 acres of unplatted land out of Block E-2, Section 19 (south of 111th Street and west of Flint Avenue) and consider an ordinance.

6. 3. Page 345 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3018-B, a request of McCanton Woods for a zoning change from A-3 Specific Use to C-2 Specific Use for a sports grill and bar on the west 226 feet of tract 5B (southeast corner of Mac Davis Lane and Avenue X) and consider an ordinance.

6. 4. Page 357 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3047-F, a request of Hugo Reed and Associates, Inc. (for Stellar Development Company) for a zoning change from CB-3 Specific Use to C-3 on 16.714 acres of unplatted land out of Block E-2, Section 23 (south of 114th Street and west of Quaker Avenue) and consider an ordinance.

6. 5. Page 368 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3204, a request of AMD Engineering, LLC (for Sam Burke) for a zoning change from T to IHC on 2.405 acres of unplatted land out of Block AK, Section 30 (north of 82nd Street and west of Pontiac Avenue) and consider an ordinance.

6. 6. Page 377 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3205, a request of John Smothers (for TT Iron Horse #1, LTD) for a zoning change from T to IHC for a garden center on 11.07 acres of unplatted land out of Block AK, Section 20 (11706 Frankford Avenue) and consider an ordinance.

6. 7. Page 396 **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3206, a request of Hugo Reed and Associates, Inc. (for Edge Concepts, LLC) for a zoning change from T to GO on 2.4 acres of unplatted land out of Block E-2, Section 23 (south of 122nd Street and west of Quaker Avenue) and consider an ordinance.

6. 8. Page 437 **Resolution - City Councilman Todd Klein**: Consider a resolution authorizing that except in emergency circumstances, or where there is an urgent public necessity where a meeting of the Lubbock City Council has been called pursuant to applicable state law, or unless waived by a majority vote of the City Council, City Council shall consider no item unless it shall be presented in completed form, subject to amendment by the City Council consistent with City Council policy and procedure, not later that seventy-two hours prior to the meeting of which the item is posted for consideration.

6. 9. Page 439 **Resolution - City Councilman Todd Klein**: Consider a resolution petitioning the Texas Legislature and the Governor of the State of Texas to refrain from enacting laws that would usurp or interfere with the City of Lubbock's authority to regulate payday lending practices.

6. 10. Page 442 **Resolution - Economic Development**: Consider a resolution approving a program or expenditure of the Lubbock Economic Development Alliance to be provided to Republic National Distributing Company for economic development purposes.

6. 11. Page 445 **Resolution - Economic Development**: Consider a resolution approving a program or expenditure of the Lubbock Economic Development Alliance to be provided to Custom TeleConnect, LLC for economic development purposes.

6. 12. Page 448 **Board Appointments - City Secretary**: Consider one appointment to the Community Development & Services Board, three appointments to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, two appointments to the Lake Alan Henry Board of Appeals, one appointment to the Museum & Arts Standing Sub-Committee, four appointments to the Park & Recreation Board, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and three appointments to the Water Board of Appeals.

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

7. 1. Page 475 Discussion regarding the September 30, 2012, Comprehensive Annual Financial Report and BKD's management letter.

7. 2. Page 476 Councilman Victor Hernandez: Discussion concerning the formation of a bond committee with regard to the number of members, timeline for an election, completion of the committees work, and the committees recommendations to City Council. Consider having the proposed date of the election for the bond election to be at the same time as the upcoming May 2014 municipal elections.

7. 3. Page 477 Quarterly presentation and related discussion on financial and other activities of or by the following entities, pursuant to Resolution 2013-R0086.

7. 3. 1. Page 478 Lubbock Power & Light.

7. 3. 2. Page 479 Market Lubbock, Inc. and Lubbock Economic Development Alliance.

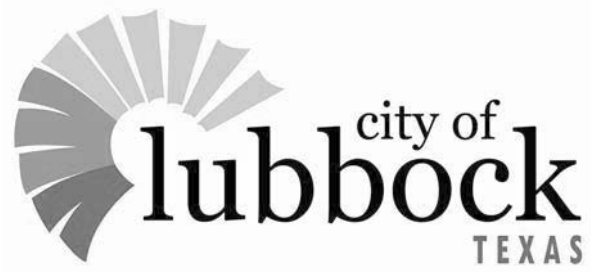
7. 3. 3. Page 489 Civic Lubbock, Inc.

7. 3. 4. Page 492 North Overton Tax Increment Financing (TIF) Reinvestment Zone.

7. 3. 5. Page 499 Central Business District Tax Increment Financing (TIF) Reinvestment Zone.

7. 3. 6. Page 508 Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone.

7. 3. 7. Page 515 2009 Bond Election Committee.


city of
lubbock
TEXAS

Executive Session

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MAY 1, 2013 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	JUNKED VEHICLE COMPLIANCE BOARD	HAGGARD, DAVID	05.01.13	N/A		REPLACE	N/A
			HOWARD, DAVID	05.01.13	83%		REAPPOINT	Y
			STRAWN, RONALD	05.01.13	89%		REAPPOINT	Y
*	2	LAKE ALAN HENRY BOARD OF APPEALS	DUNCAN, RAY	05.08.13	100%	LAH PROPERTY OWNER	REAPPOINT	Y
			WHARTON, CONNIE	05.08.13	100%	LBB/LAH PROPERTY OWNER	REAPPOINT	Y
*	3	URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	VITALE, JEFFERY	03.01.13	80%	RESIDENTIAL CONSTRUCTION	REAPPOINT	Y
*	4	WATER BOARD OF APPEALS	ALEXANDER, BEN	05.01.13	60%	PUBLIC EDUCATION SYSTEM	REAPPOINT/REPLACE	Y
			CRAFT, BILL	05.01.13	60%	CITIZEN	REAPPOINT	Y
			SCARBOROUGH, ALEX	05.01.13	100%	CITIZEN	REAPPOINT	Y

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/17/2013

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

JUNKED VEHICLE COMPLIANCE BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	55.5%	77.8%	100.0% (5)
Hispanic	32.6%	32.3%	8.9%	0.0% (0)
African-American	8.7%	8.7%	9.5%	0.0% (0)
Other	3.7%	3.5%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	80.0% (4)
Female	51.5%	53.0%	26.8%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	15.0%	11.8%	20.0% (1)
District 2	16.4%	14.6%	3.2%	0.0% (0)
District 3	16.3%	16.4%	14.6%	0.0% (0)
District 4	17.0%	17.5%	21.3%	20.0% (1)
District 5	16.7%	19.0%	28.7%	20.0% (1)
District 6	17.3%	17.5%	16.6%	40.0% (2)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Haggard, David (M,A,4)	N/A	N/A	Replace
Howard, David (M,A,6)	83%	Y	Reappoint
Strawn, Ronald (M,A,5)	88%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace David Haggard:
Leist, Stephen (M, A, 6) Peoples Bank

To Reappoint David Haggard and Ronald Strawn

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Junked Vehicle Compliance Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0611		Ward	Deirdre	F	A		40-49	CPS Caseworker	TDPFS	6
Second Preference:										
Third Preference:										
0803		Leist	Stephen	M	A		18-29	Banker	Peoples Bank	6
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
Fourth Preference:										
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5
Fifth Preference:										
1208		Lopez	Tammy	F	A		40-49	House Cleaning		3
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
Sixth Preference:										

Committee #107 Junked Vehicle Compliance Board

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
Cantrell **Mr. Jimmy**	Y Y Y Y	*6202 4th Street #13* *Lubbock TX 79416* *(806) 788-1931* *CEL*	*Sears* *South Plains Mall* *Lubbock TX* *E-mail jim.cantrell@att.net*	*Curr:* 5/1/2012 - 5/1/2014 *2nd:* - *1st:* - *Fax:*	*Y*
Haggard **Mr. David**	Y Y Y Y	*4427 76th Street* *Lubbock TX 79424* *(806) 785-2090* *CEL*	*Child Protective Services* *1622 10th Street* *Lubbock TX 79401* *(806) 438-5326* *E-mail tim.haggard@dfps.state.tx.us*	*Curr:* 5/1/2011 - 5/1/2013 *2nd:* - *1st:* 5/14/2009 - 5/1/2011 *Fax:* (806) 742-9196	*N*
Howard **Mr. David**		*402 N Englewood Ave* *Lubbock TX 79416* *david.howard@raymondjames.* *(806) 441-0669* *CEL*	*American State Bank* *1401 Avenue Q* *Lubbock TX 79401* *(806) 741-2283* *E-mail dhoward@asbonline.com*	*Curr:* 5/31/2011 - 5/1/2013 *2nd:* - *1st:* - *Fax:* (806) 744-5652	*Y*
Strawn **Mr. Ronald**	Y Y	*5427 68th St* *Lubbock TX 79424* *(806) 792-1536* *(806) 789-3872 CEL*	*Retired* *E-mail rstrawn3@suddenlink.net*	*Curr:* 5/1/2011 - 5/1/2013 *2nd:* - *1st:* 5/14/2009 - 5/1/2011 *Fax:*	*Y*
Teinert **Mrs. Melissa**		*3409 Mesa Road* *Lubbock TX 79403* *mteinert@aol.com* *(806) 765-8330* *(806) 790-9000 CEL*	*McCleskey, Harriger, Brazill &* *P.O. Box 6170* *Lubbock TX 79493* *(806) 796-7300* *E-mail mteinert@mhbg.com*	*Curr:* 5/1/2012 - 5/1/2014 *2nd:* - *1st:* 5/10/2011 - 5/1/2012 *Fax:* (806) 796-7365	*N*

Chair/Pres:	Ronald Strawn	**Staff Liaison:**	Stuart Walker
Vice Chair/V.P.:	Melissa Teinert	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Lake Alan Henry Board of Appeals

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	71.4% (5)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	28.6% (2)
GENDER				
Male	48.5%	49.0%	73.2%	43.0% (3)
Female	51.5%	51.0%	26.8%	57.0% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	14.3% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	28.6% (2)
District 6	17.3%	19.9%	16.6%	28.6% (2)
Other/Unknown	0.0%	0.0%	3.8%	28.6% (2)

PURPOSE:
Review applications for permits for new construction or requests for variances to exisiting construction within (i) the Restrictive Easement, as to matters set forth in the Regulations for New Construction or Variance; (ii) the Flood Easement and Restrictive Easement, as to matters set forth in the Lake Alan Henry Erosion Control Plan; and (iii) the Lake, as solely concerns platforms.

QUALIFICATIONS: Three members shall be resident citizens of Lubbock at the time of their appointment and during their term of office. Three members shall be property owners at Lake Alan Henry at the time of their appointment and during their term of office. One member shall be a resident citizen of Lubbock and a property owner at Lake Alan Henry at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Duncan, Ray (M,A,5)	LAH Property Owner	100%	Y	Reappoint
Wharton, Connie (F,A,6)	LBB/LAH Owner	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Ray Duncan and Connie Wharton Lubbock.

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Lake Alan Henry Board of Appeals

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District

First Preference:

Second Preference:

Third Preference:

Fourth Preference:

Fifth Preference:

Sixth Preference:

Committee #117 Lake Alan Henry Board of Appeals

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
LBB CITIZEN			*Texas Tech University*	*Curr:* 5/8/2012 - 5/8/2014	*N*
Barnes		*2815 23rd St*	*Geosciences*	*2nd:* 5/8/2010 - 5/8/2012	
Ms. Melanie		*Lubbock TX 79410*	*Lubbock TX 79409*	*1st:* 1/14/2010 - 5/8/2010	
		(806) 793-0448	*(806) 928-1098*	*Fax:*	
		CEL			
E-mail	*melanie.barnes@ttu.edu*				
LBB CITIZEN			*Day & Company*	*Curr:* 5/8/2011 - 5/8/2013	*N*
Day	Y	*4509 14th Street*	*6309 Indiana Avenue Suite B*	*2nd:* 9/10/2009 - 5/8/2011	
Ms. Patsy		*Lubbock TX 79416*	*Lubbock TX 79413*	*1st:* 5/8/2008 - 5/8/2009	
	Y				
	Y	*(806) 785-1806*	*(806) 785-7300*	*Fax:* *(806) 785-4411*	
	Y	*CEL*			
E-mail	*Bdayco38@yahoo.com*				
LAH Owner				*Curr:* 5/8/2011 - 5/8/2013	*Y*
Duncan		*6010 101st Street*		*2nd:* -	
Mr. Ray		*Lubbock TX 79424*		*1st:* -	
				Fax:	
		(806) 799-1973			
		(806) 548-8121 *CEL*			
E-mail	*rayatthelake@gmail.com*				
LAKE ALAN HENRY PROPERTY OWNER			*Power Line Services*	*Curr:* 8/23/2012 - 5/8/2014	*Y*
Moose	N	*4403 Woodhollow Dr.*	*1031 Andrews Hwy. Ste 450*	*2nd:* -	
Mr. Ronald		*Midland TX 79707*	*Midland TX 79701*	*1st:* -	
	N				
			(432) 682-1991	*Fax:* *(432) 686-8971*	
	N	*(432) 557-3156* *CEL*			
E-mail	*rmoose@tesscousa.com*				
LAH PROPERTY OWNER			*Reber Vision Center*	*Curr:* 5/8/2012 - 5/8/2014	*N*
Riley		*803 A Quail Road*	*3104 Indiana Avenue*	*2nd:* -	
Mr. Nolan		*Lubbock TX 79407*	*Lubbock TX 79410*	*1st:* 3/22/2011 - 5/8/2012	
		(806) 885-5290	*(806) 793-1927*	*Fax:* *(806) 791-4077*	
		CEL			
E-mail	*nolanrileyod@gmail.com*				

Chair/Pres:	Connie Wharton	**Staff Liaison:**	Aubrey Spear
Vice Chair/V.P.:	Ray Duncan	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Aubrey Spear

See Ordinance No. 2008-O0038, Sec. 2-573 - 2-579 for details

At least 4 members must be citizens of Lubbock; and at least 4 members must be Lake Alan Henry property owners

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #117 Lake Alan Henry Board of Appeals

Perm./Temp. Board: **P**

	Confidential?	*Home*	*Business*			*Reappt Elig.*
LUBBOCK CITIZEN				*Curr:* 8/23/2012 - 5/8/2014		*Y*
Strong	N	*11505 Topeka Avenue*		*2nd:*	-	
Mr. Trey		*Lubbock Tx 79424*		*1st:*	-	
	Y			*Fax:*		
	N	*(806) 698-6285*				
	Y		*CEL*			
E-mail						

LBB CITIZEN/LAH PROPERTY OWNER				*Curr:* 5/8/2011 - 5/8/2013		*Y*
Wharton	Y	*4708 16th Street*		*2nd:*	-	
Ms. Connie		*Lubbock TX 79416*		*1st:* 9/10/2009	- 5/8/2011	
	Y	*(806) 795-9084*		*Fax:*		
		(806) 535-5374	*CEL*			
E-mail	***connie.wharton@gmail.com***					

Chair/Pres:	Connie Wharton	**Staff Liaison:**	Aubrey Spear
Vice Chair/V.P.:	Ray Duncan	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Aubrey Spear

See Ordinance No. 2008-O0038, Sec. 2-573 - 2-579 for details

At least 4 members must be citizens of Lubbock; and at least 4 members must be Lake Alan Henry property owners

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	22.2% (2)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	66.7% (6)
Female	51.5%	53.0%	26.8%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	22.2% (2)
District 2	16.4%	12.7%	3.2%	11.1% (1)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3%(3)
District 6	17.2%	19.9%	16.6%	11.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Advisory board with Officer of City status. This board consists of two boards. Neighborhood Redevelopment Commission studies the need for neighborhood rehabilitation in older sections of Lubbock and makes recommendations of rehabilitation projects to be funded annually by the Community Development Program. Urban Renewal Board oversees the sale and conditions of sale of Urban Renewal lots and any items involving land owned by the Urban Renewal Agency.

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Vitale, Jeffery (M,A,4)	Residential Constrc.	80%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Jeffery Vitale

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Urban Renewal / Neighborhood Redevelopment Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1209		Curtis	Andrew	M	A		30-39	Attorney	Craig, Terrill, Jole and G	5
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
1208		Gonzales	Armando	M	H		50-59			2
0609		Hurt	William	M	A		30-39	Police Officer	Lubbock PD	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Second Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
Third Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
0707		Judd	Kimberly	F	A		50-59	Vice President	University Medical Cent	3
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
0509		Pena	Esther	F	H	S	30-39	Sales & Marketing Manage	Amerigroup	5
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fourth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
Fifth Preference:										
1112		Frye	Kate	F	A		50-59	Retired		5
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3
Sixth Preference:										
1206		Laverty	Peter	M	A		50-59	Department Director - UM	UMC	1
1208		Lopez	Tammy	F	A		40-49	House Cleaning		3
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3

Committee #30 Urban Renewal / Neighborhood Redevelopment Commi — *Perm./Temp. Board:* **P**

	Confidential?	*Home*	*Business*		*Reappt Elig.*
ENGINEER			*X-Fab Texas, Inc*	*Curr:* 3/1/2013 - 3/1/2015	*Y*
Borhani		*4504 9th Street*	*2301 N. University*	*2nd:* -	
Mr. Marcus		*Lubbock TX 79416*	*Lubbock TX 79415*	*1st:* 12/6/2012 - 3/1/2013	
		(806) 794-7115	*(806) 747-4400*	*Fax:* *(806) 747-3111*	
		CEL			
E-mail *marcus.borhani@xfab.com*					
			Prime West Mortgage	*Curr:* 3/1/2013 - 3/1/2015	*Y*
Cable		*5713 80th Street*	*7806 Indiana Avenue*	*2nd:* -	
Ms. Larissa		*Lubbock TX 79424*	*Lubbock TX 79423*	*1st:* -	
		larissa_gordon23@yahoo.com			
		(806) 831-2840	*(806) 788-2805*	*Fax:* *(806) 793-7602*	
		CEL			
E-mail *lcable@primewestcorp.com*					
GENERAL PUBLIC			*Parkhill, Smith & Cooper*	*Curr:* 3/1/2012 - 3/1/2014	*N*
Ferguson	Y	*2117 28th St*	*4222 85th St*	*2nd:* 3/1/2010 - 3/1/2012	
Mr. Gary		*Lubbock TX 79411*	*Lubbock TX 79423*	*1st:* 3/1/2008 - 3/1/2010	
	Y				
	Y	*(806) 687-0943*	*(806) 473-2200*	*Fax:* *(806) 473-3500*	
	Y	*CEL*			
E-mail *gferguson@team-psc.com*					
REAL ESTATE				*Curr:* 3/1/2012 - 3/1/2014	*N*
Givens	Y	*1701 East 26th Street*		*2nd:* -	
Mr. R.J.		*Lubbock TX 79411*		*1st:* 3/1/2010 - 3/1/2012	
	Y				
	Y	*(806) 762-2967*	*(806) 763-8430*	*Fax:*	
	Y	*(806) 778-0824* *CEL*			
E-mail *givreal@aol.com*					
LEGAL			*Texas Dept. of Criminal Justic*	*Curr:* 3/1/2013 - 3/1/2015	*Y*
Hunter	Y	*3019 109th Street*	*8602 Peach Street*	*2nd:* -	
Mr. Patrick		*Lubbock TX 79423*	*Lubbock TX 79404*	*1st:* 8/23/2012 - 3/1/2013	
	Y				
	Y	*(806) 745-2537*	*(806) 745-1021*	*Fax:*	
	Y	*CEL*			
E-mail *patrick.hunter1@suddenlink.ne*					

Chair/Pres:	Jeffrey Vitale	**Staff Liaison:**	Bill Howerton / Phyllis Brown
Vice Chair/V.P.:	Christine Covington	**Term:**	2 Years
Sec./Treasurer:	Sheri Nugent, NRC	**Ex-Officio Mbr.:**	

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #30 Urban Renewal / Neighborhood Redevelopment Commi — *Perm./Temp. Board:* **P**

	Confidential?	***Home***	***Business***		*Reappt Elig.*
GENERAL PUBLIC			***WestMark, Realtors***	*Curr:* 3/1/2013 - 3/1/2015	***Y***
Kiesling	N	***5111 97th St***	***4105 84th St***	*2nd:* -	
Ms. Juanita		***Lubbock TX 79424***	***Lubbock TX 79423***	*1st:* 3/1/2011 - 3/1/2013	
	N				
	Y	***(806) 794-2618***	***(806) 794-3300***	*Fax:* ***(806) 794-5550***	
	Y	***(806) 239-3540 CEL***			
E-mail ***nkiesling@westmarkcommerci***					
ACCOUNTING			***Lubbock Chamber of Commer***	*Curr:* 3/1/2012 - 3/1/2014	***Y***
Nugent	Y	***903 East Kent***	***1301 Broadway, Suite 101***	*2nd:* -	
Ms. Sheri		***Lubbock TX 79403***	***Lubbock TX 79401***	*1st:* 3/1/2010 - 3/1/2012	
	Y				
	Y	***(806) 789-7903***	***(806) 761-7004***	*Fax:* ***(806) 761-7013***	
	Y	***CEL***			
E-mail ***sheri.nugent@lubbockbiz.org***					
GENERAL PUBLIC				*Curr:* 3/1/2012 - 3/1/2014	***Y***
Stanley	N	***3801 25th Street***		*2nd:* -	
Mr. Maurice		***Lubbock TX 79410***		*1st:* 9/8/2011 - 3/1/2012	
	N				
	N	***(806) 241-4839***		*Fax:*	
	N	***CEL***			
E-mail					
RESIDENTIAL CONSTRUCTION				*Curr:* 3/1/2011 - 3/1/2013	***Y***
Vitale	Y	***4422 79th Street***	***602 Indiana***	*2nd:* -	
Mr. Jeffrey		***Lubbock TX 79424***	***Lubbock TX***	*1st:* 3/1/2009 - 3/1/2011	
	Y	***(806) 795-9765***	***(806) 241-0282***	*Fax:*	
		CEL			
E-mail ***brandijeff@hotmail.com***					

Chair/Pres:	Jeffrey Vitale	**Staff Liaison:**	Bill Howerton / Phyllis Brown
Vice Chair/V.P.:	Christine Covington	**Term:**	2 Years
Sec./Treasurer:	Sheri Nugent, NRC	**Ex-Officio Mbr.:**	

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ******

Last Update: 4/10/2013

WATER BOARD OF APPEALS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	85.7% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	14.3% (1)
Other	3.7%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.2%	100.0% (7)
Female	51.5%	51.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	14.3% (1)
District 4	17.0%	17.0%	21.3%	14.3% (1)
District 5	16.7%	19.4%	28.7%	42.9% (3)
District 6	17.3%	19.9%	16.6%	28.6% (2)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Officer of City status, determines the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of Sec. 28-44 of the Code of Ordinances and to determine exceptions to the requirements of Sec. 28.45.

QUALIFICATIONS: One or more representatives from the following named areas of expertise: licensed irrigator, landscape architect, a representative of the public education system, top 100 water users from the City water system, a representative from water related governmental entities or authorities (such as Canadian River Municipal Water Authority, Brazos River Authority, High Plains Underground Water Conservation District 1, etc.), and two citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Alexander, Ben (M,AA,3)	Public Education	60%[1]	Y	Reappoint/Replace
Craft, Bill (M,A,4)	Citizen	60%[2]	Y	Reappoint
Scarborough, Alex (M,A,5)	Citizen	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Ben Alexander, Bill Craft, and Alex Scarborough

[1] Member attended 6/10 meetings over the past year, and all absences were excused by the Chair
[2] Member attended 6/10 meetings over the past year, and all absences were excused by the Chair

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Water Board of Appeals

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1108		Cleveland	Theodore	M	A		50-59	College Professor	Texas Tech Uniersity	4
1108		McGregor	Fred	M	A		60+	Project Management	High Plains Undergroun	5
Second Preference:										
Third Preference:										
0809		Warring	Steve	M	A		50-59	Retired		6
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5
Fourth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
Fifth Preference:										
0803		Jones	Maine	F	A		18-29	Human Resources Officer	Peoples Bank	5
Sixth Preference:										
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5

Committee #103 Water Board of Appeals

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
PUBLIC EDUCATION SYSTEM			*South Plains College*	*Curr:* 6/23/2011 - 5/1/2013	*Y*
Alexander		*2602 79th Street*	*915 Gilbert Drive*	*2nd:* -	
Mr. Benjamin		*Lubbock TX 79423*	*Lubbock TX 79416*	*1st:* -	
			(806) 716-4608	*Fax:* *(806) 885-1979*	
		(806) 239-5872			
		(806) 239-5872 CEL			
E-mail		*bealexander@southplainscolle*			
GOVT. WATER ENTITY / CRMWA			*Canadian Municipal Water Aut*	*Curr:* 5/1/2012 - 5/1/2014	*Y*
Basom	Y	*2319 17th Street*	*3231 East Kent Street*	*2nd:* -	
Mr. William		*Lubbock TX 79401*	*Lubbock TX 79403*	*1st:* 8/11/2011 - 5/1/2012	
	Y	*jhbasom@hotmail.com*			
	Y	*(806) 548-2570*	*(806) 763-1926*	*Fax:* *(806) 763-1160*	
	Y	*CEL*			
E-mail		*bbasom@crmwa.com*			
CITIZEN			*Lubbock Independent School*	*Curr:* 5/1/2011 - 5/1/2013	*Y*
Craft	Y	*3608 97th Street*	*1628 19th Street*	*2nd:* -	
Mr. Bill		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:* 5/1/2009 - 5/1/2011	
	Y	*(806) 799-7299*	*(806) 766-1056*	*Fax:* *(806) 766-1457*	
		(806) 928-0175 CEL			
E-mail		*bcraft@lubbockisd.org*			
TOP 100 WATER USER			*X-Fab Texas, Inc*	*Curr:* 6/21/2012 - 5/1/2014	*Y*
Friend	N	*6509 1st Street*	*2301 N. University Ave*	*2nd:* -	
Mr. Sidney		*Lubbock TX 79416*	*Lubbock TX 79415*	*1st:* -	
	Y	*sid.friend@sbcglobal.com*			
	N	*(806) 797-5565*	*(806) 747-4400*	*Fax:*	
	Y	*(806) 789-6718 CEL*			
E-mail		*sid.friend@xfab.com*			
LICENSED IRRIGATOR			*M&M Sprinkler*	*Curr:* 7/26/2012 - 5/1/2014	*Y*
McLarty	Y	*5827 88th Street*	*7335 82nd Street #9*	*2nd:* -	
Mr. Harvey		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	Y	*sprinklr23@yahoo.com*			
	Y		*(806) 796-8209*	*Fax:*	
	Y	*(806) 789-8273 CEL*			
E-mail					

Chair/Pres:	Bill Basom	**Staff Liaison:**	Aubrey Spear
Vice Chair/V.P.:	Tim Oliver	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Bo Jackson 1st term 11/18/2005-05/01/2006

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #103 Water Board of Appeals

Perm./Temp. Board: **P**

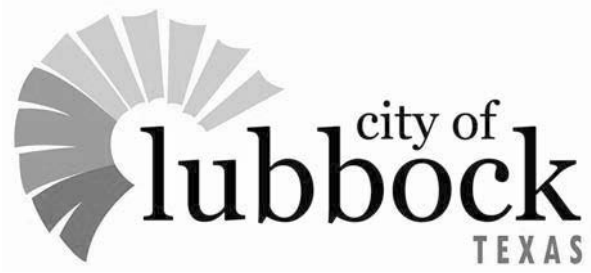
	Confidential?	*Home*	*Business*		*Reappt Elig.*
LANDSCAPE ARCHITECT			*Oliver Landscape*	*Curr:* 5/1/2012 - 5/1/2014	***N***
Oliver		*1704 Norwich*	*P.O. Box 16406*	*2nd:* -	
Mr. Tim		*Lubbock TX 79416*	*Lubbock TX 79490*	*1st:* 2/24/2011 - 5/1/2012	
		(806) 792-6599	*(806) 788-1883*	*Fax:*	
		CEL			
E-mail					
Citizen			*Tom's Tree Place*	*Curr:* 5/1/2011 - 5/1/2013	***Y***
Scarborough	Y	*7004 68th Street*	*5104 34th Street*	*2nd:* -	
Mr. Alex		*Lubbock TX 79424*	*Lubbock TX 79410*	*1st:* -	
	Y				
	Y	*(806) 798-3677*	*(806) 799-3677*	*Fax:* *(806) 799-3680*	
	Y	*CEL*			
E-mail ***alexs@tomstreeplace.com***					

Chair/Pres:	Bill Basom	**Staff Liaison:**	Aubrey Spear
Vice Chair/V.P.:	Tim Oliver	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Bo Jackson 1st term 11/18/2005-05/01/2006

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013


city of
lubbock
TEXAS

Minutes

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 28, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 28th of March, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p.m.

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

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; 2.1-2.3; 2.6; 2.9 (addressed again following item 2.8); 2.4-2.5; 2.7-2.9; 4.1; Citizen Comments (3.1); Sign-ups (3.2); 5.2; 5.4-5.8; 5.10-5.11; 5.15; 5.17-5.18; 5.1-5.1.1; 5.3; 5.9; 5.12-5.14; 5.16; 6.1-6.3 (reconsidered following item 6.3); 6.5; and 7.1.*
- *Item 6.4 was deleted.*

1. Executive Session

The meeting was called into a closed session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:15 p.m.

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Omni Building located at 1208 14th Street.

1. 1. 2. Godeke Library located at 6601 Slide Road.

1. 1. 3. Concerning the bylaws and the articles of incorporation of Lubbock Economic Development Alliance and Market Lubbock Development Corporation and the proposed amendments thereof.

1. 1. 4. Lone Star Dirt & Paving, Inc.

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

1. 2. 1. Omni Building located at 1208 14th Street.

1. 2. 2. Godeke Library located at 6601 Slide Road.

1. 2. 3. Police Department Headquarters.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance to V.T.C.A. Government Code, Section 551.074 (a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Finance Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and Urban Renewal & Neighborhood Redevelopment Commission.

6:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Senior Pastor Phil McClendon, The Springs Fellowship Church.

Senior Pastor Phil McClendon, The Springs Fellowship Church, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition to the Lubbock Christian High School Boys and Girls Basketball teams for winning the Texas Association of Private and Parochial Schools 3-A State Championship.

Council Member Latrelle Joy presented a special recognition to the Lubbock Christian High School Boys and Girls Basketball teams for winning the Texas Association of Private and Parochial Schools 3-A State Championship. Craig Mitchell, Girls Team Assistant Coach; and Brad Crow, Boys Head Coach, appeared before Council with members of their teams and gave thanks to the Council and the community for their continued support.

2. 4. Presentation of a special recognition recognizing the 2013 Lubbock Arts Festival.

Mayor Pro Tem Karen Gibson presented a special recognition recognizing the 2013 Lubbock Arts Festival. Elizabeth Regner, Executive Director of Lubbock Arts Alliance, gave thanks to the Council and invited the Lubbock community to the 2013 Lubbock Arts Festival.

2. 5. Presentation of a special recognition commemorating the 2013 Colon Cancer Prevention and Awareness Campaign Kickoff.

Mayor Pro Tem Karen Gibson presented a special recognition commemorating the 2013 Colon Cancer Prevention Awareness Campaign Kickoff. Dr. Davor Vugrin appeared to accept the recognition, and gave comments about Colon Cancer prevention and awareness.

2. 6. Presentation of a special recognition for Spina Bifida Awareness.

Council Member Latrelle Joy presented a special recognition for Spina Bifida Awareness. Jayla Ward, member of the North Texas Spina Bifida Association, appeared to accept the recognition and gave comments on the upcoming North Texas Spina Bifida Adult Retreat.

2. 7. Presentation of special recognition to the South Plains Coalition for Child Abuse Prevention for "Lubbock Goes Blue for our Children Day" on April 4, 2013.

Mayor Pro Tem Karen Gibson presented a special recognition to the South Plains Coalition for Child Abuse Prevention for "Lubbock Goes Blue for our Children Day" on April 4, 2013. Carla Olson, with Parenting Cottage Inc.; and Eddie Kirkpatrick, Child Abuse Prevention Coalition member, gave comments about child abuse prevention, and thanked the Council for their support.

2. 8. Presentation of a special recognition for Parkinson's Disease Awareness Month in April.

Mayor Pro Tem Karen Gibson presented a special recognition for Parkinson's Disease Awareness Month in April. Susan Moeller, Administrator of the West Texas Parkinson's Society, and others appeared to accept the recognition. Ms. Moeller expressed her gratitude to the Council and gave comments about Parkinson's Disease.

2. 9. **Community Development Services Board:**

Raquel Gonzales
Francisco Gutierrez
Sunshine Stanek (unable to attend)

Electric Utility Board:

Dwight McDonald (unable to attend)

Keep Lubbock Beautiful Advisory Committee:

David Arbecia (unable to attend)
Suzanne King (unable to attend)
Curtis Langford (unable to attend)
Barbara Robertson (unable to attend)

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. Andrea Garcia will appear before the City Council to discuss Dixie Little League.

Ms. Garcia did not appear.

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

- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Burley Owen appeared before Council to speak in opposition of item 5.1 (to provide funding for North and East Lubbock Community Development Coorporation).

4. **Minutes**

4. 1. January 28, 2013 Special City Council Meeting (LEDA)
February 28, 2013 Regular City Council Meeting
March 5, 2013 Special City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve the January 28, 2013 Special City Council Meeting (LEDA) minutes; the February 28, 2013 Regular City Council Meeting minutes; and the March 5, 2013 Special City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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 Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve items 5.2; 5.4-5.8; 5.10-5.11; 5.15; and 5.17-5.18.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance** : Ordinance No. 2013-O0031 Amendment 17 amending the FY 2012-13 Budget respecting the General Fund to provide funding for North and East Lubbock Community Development Corporation; increasing the sales tax revenue estimate; providing for filing; and providing for a savings clause.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0031.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

5. 1. 1. **Resolution - Finance** : Resolution No. 2013-R0103 authorizing the Mayor to execute a grant management agreement, and all related documents, by and between the City and North and East Lubbock Community Development Corporation (NELCDC), for community and economic development services.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0103.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2013-O0033, Amendment 18, amending the adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; respecting the Capital Program to establish Capital Improvement Project 8583, Milwaukee Bridges: Marsha Sharp Freeway and Spur 327; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2013-O0035,Amendment 19, amending the adopted FY 2012-13 Budget respecting the Lubbock Power and Light (LP&L) Fund to amend the LP&L Operating Budget for Electric Production Maintenance.

Damian Pantoya, Financial Director, Electric Utilities; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0035.

Vote: 7 - 0 Motion carried

5. 4. **Contract Resolution – Public Works Engineering:** Resolution No. 2013-R0097 authorizing the Mayor to execute contract 11178 with MH Civil Constructors, Inc. for the Lake Alan Henry (LAH) Wildlife Mitigation Area (WMA) Water Distribution Project, BID 13-11178-DG.

5. 5. **Contract Resolution – Water Utilities:** Resolution No. 2013-R0098 authorizing the Mayor to execute Change Order 1 to contract 10839 with Allen Butler Construction, Inc. to re-route a water line and two electrical lines servicing the Lake Alan Henry (LAH) Maintenance Complex.

5. 6. **Contract Resolution - Stormwater Engineering:** Resolution No. 2013-R0099 authorizing the Mayor to execute contract 11132 with MH Civil Constructors, Inc., for the Concrete Drainage Channel Repairs Project, RFP 13-11132-MA.

5. 7. **Contract Resolution - Public Works Traffic Engineering:** Resolution No. 2013-R0100 authorizing the Mayor to execute purchase order contract 10007893 with Pelco Structural, LLC for traffic signal mast arm assemblies.

5. 8. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0034 abandoning and closing a portion of 66th Street east of Milwaukee Avenue.

5. 9. **Resolution - Right-of-Way** : Resolution No. 2013-R0104 authorizing the Mayor to execute a Street Use License with Panda Express, Inc., c/o Panda Restaurant Group, Inc., for the use of a portion of a dedicated street to allow additional parking for the construction of the new Panda Express, 313 University Avenue.

Keith Smith, Chief Operating Officer; and Clayton Isom, owner of TAO Development, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0104.

Vote: 7 - 0 Motion carried

5. 10. **Ordinance 2nd Reading – Right-of-Way** : Ordinance No. 2013-O0029 abandoning and closing a 20-foot underground utility easement located in Block AK Section 42, Lubbock County, adjacent to Tract A, Alcove Park Addition, 32nd and Yuma Avenue.

5. 11. **Ordinance 2nd Reading – Right-of-Way** : Ordinance No. 2013-O0030 abandoning and closing a Lubbock Power & Light (LP&L) switching enclosure easement located in the southeast corner of Tract A, Clayton Homes Addition, 2318 North University Aveune.

5. 12. **Contract Resolution - Purchasing and Contract Management:** Resolution No. 2013-R0105 authorizing the Mayor to execute contract 11146 with Baker Office Products for office furniture annual pricing, BID 13-11146-DT.

Lee Ann Dumbauld, City Manager; and Pam Moon, Director of Finance, gave comments and answered questions from Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0105.

Vote: 7 - 0 Motion carried

5. 13. **Contract Resolution - Fleet:** Resolution No. 2013-R0106 authorizing the Mayor to execute purchase order contract 31014234 with McGavock Auto Group for three mid-size pickups for the Police Patrol Department, BID 13-11075-DG.

Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0106.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

5. 14. **Contract Resolution - Fleet:** Resolution No. 2013-R0107 authorizing the Mayor to execute purchase order contract 31014235 with Grande Ford Truck Sales, Inc. for a telescopic aerial truck with material handler and utility bed for Traffic Operations.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0107.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

5. 15. **Contract Resolution - Fleet:** Resolution No. 2013-R0101 authorizing the Mayor to execute purchase order contract 25100370 with John Deere Company for a tractor and rotary cutter for Aviation.

5. 16. **Contract Resolution - Fire:** Resolution No. 2013-R0108 authorizing the Mayor to execute purchase order contract 10008075 with DACO Fire Safety Equipment for carbon fiber SCBA cylinders.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0108.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

5. 17. **Ordinance 2nd Reading - Planning** : Ordinance 2013-O0032, Zone Case 3200: request of Felipe Rodriguez for a zoning change from C-3 to C-4 limited to a dance hall and all C-3 uses on the northwest half of Lot 14, and Lots 15 through 18, Block 1, Burleson Osborn Heights Addition (2841 and 2837 Clovis Road).

5. 18. **Resolution - Lubbock Metropolitan Planning Organization** : Resolution No. 2013-R0102 authorizing the Mayor to sign an Acceptance of Designated Recipient Status and Certifying Legal Capacity of Designated Recipient.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2013-O0036, Zone Case 3203: request of Todd Leake for a zoning change from T to M-1 limited to the wholesale of trees and shrubs and a holding yard on 3.4 acres of unplatted land out of Block E-2, Section 21 (north of 125th Street between Indiana Avenue and Flint Avenue) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:40 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:40 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0036.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2013-O0037, Zone Case 2224-E, a request of Quattro Lubbock, LLC for a zoning change from C-2A Specific Use to C-2 on Tract D-2-A, Western Meadows Addition (5605 Slide Road) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:41 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0037.

Vote: 7 - 0 Motion carried

6. 3. **Resolution - Finance** : Resolution No. 2013-R0109 accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2012.

Pam Moon, Director of Finance; Lee Ann Dumbauld, City Manager; and Kevin Kemp, Partner with BKD Advisors, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to postpone this item to the April 4, 2013 Special City Council Meeting.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to reconsider item 6.3.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0109.

Vote: 7 - 0 Motion carried

6. 4. **Resolution - City Council** : Consider a resolution approving the Amended and Restated Bylaws of Lubbock Economic Development Alliance, Inc. and discuss any further amendments for revisions to the Bylaws or Articles of Incorporation of Market Lubbock Economic Development Corporation.

This item was deleted.

6. 5. **Board Appointments - City Secretary** : Consider two appointments to the Animal Services Advisory Board, five appointments to the Board of Health, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

Animal Services Advisory Board: Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy, to reappoint Ronda Clark and George Torres.

Vote: 7 - 0 Motion carried

Board of Health: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt, to postpone this item to the April 11, 2013 Regular City Council Meeting.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

Central Business District TIF Reinvestment Zone Board of Directors: Motion by Council Member Latrelle Joy, seconded by Council Member Todd R. Klein, to appoint Brant Veal to replace Mike Davis.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone indefinitely.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Larissa Cable to replace Christine Covington.

Vote: 7 - 0 Motion carried

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

7. 1. Discuss the manner and means of conducting employee evaluations of the City Manager, City Attorney and City Secretary, including but not limited to; forms to be used, timeline for evaluations to be conducted, directives to the City Manager, City Attorney and City Secretary, timelines for directives to be completed, City policies related to employee evaluations, and the prospect of retaining the services of a professional consultant for assistance in the completion thereof.

Discussion ensued regarding employee evaluations for the City Manager, City Attorney, and City Secretary.

9:00 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 28, 2013
6:15 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 28th of March, 2013 in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 6:15 p.m.

7:04 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

1. Regular Agenda

1. 1. Resolution - City Council: Consider a resolution approving the Amended and Restated Bylaws of Lubbock Economic Development Alliance, Inc. and consider amendments to the Bylaws and Articles of Incorporation of Market Lubbock Economic Development Corporation.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to postpone this item indefinitely.

Vote: 7 - 0 Motion carried

7:05 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
April 1, 2013
9:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 1st of April, 2013 at 1301 Broadway, Second Floor Conference Room, Lubbock, Texas at 9:00 a. m.

9:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Floyd Price

1. EXECUTIVE SESSION

The meeting was called into a closed session at 9:02 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 10:55 a.m.

1. 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:

1. 1. 1. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power market analyses and strategies.

1. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales, purchased power agreements, capital improvement plans for generation units and related risk management information (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

10:55 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
April 4, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 4th of April, 2013 in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *1.4; 1.1 (discussed again following Executive Session); Executive Session; 1.1; and 1.3.*
- *Item 1.2 was deleted.*

1. Regular Agenda

1. 1. Discuss, hear, and take action regarding complaints made against Councilman Victor Hernandez, District 1, including the possibility of retaining the services of a professional consultant for assistance in the completion thereof.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price that complaint filed by Pam Moon be dismissed as having no merit and not investigated further.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson

1. 2. Consider and take action regarding a performance evaluation of the City Manager.

This item was deleted.

1. 3. Consider and take action with respect to options available to the City of Lubbock in connection with the employment of the City Manager, including without limitation, disciplinary action, or exercising the City's options pursuant to a Severance Agreement made with the City Manager dated on or about September 21, 2005.

Motion by Council Member Latrelle Joy, seconded by Council Member Todd R. Klein to conduct an investigation of allegations against Councilman Victor Hernandez by Lee Ann Dumbauld, City Manager; and to conduct an investigation of allegations against Lee Ann Dumbauld, City Manager, raised by Cheryl Brock, Budget Director, in the recanting of her complaint against Council Member Victor Hernandez.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

1. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-O0035 Amendment 19 amending the adopted FY 2012-13 Budget respecting the Lubbock Power and Light (LP&L) Fund to amend the LP&L Operating Budget for Electric Production Maintenance.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2013-O0035.

Vote: 7 - 0 Motion carried

2. Executive Session

The meeting was called into a closed session at 3:15 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 6:15 p.m.

2. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.074, to discuss personnel matters and/or hear a complaint or charge against an officer or employee and/or in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or comtemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Discuss and hear complaints made against Councilman Victor Hernandez, District 1, including the possibility of retaining the services of a professional consultant for assistance in the completion thereof.

2. 1. 2. Performance evaluation of the City Manager, and discussion concerning her employment status.

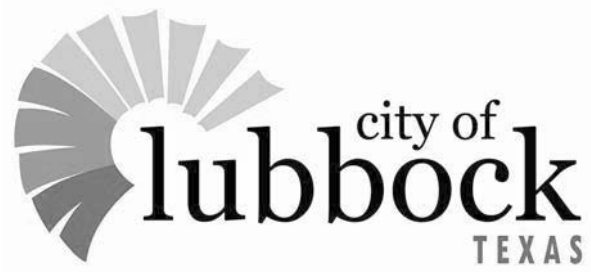
6:35 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

Consent Agenda

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

Meeting Date: 05/01/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0038 Amendment 20 amending the adopted FY 2012-13 Budget 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); and to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Section 5311(F) Federal Intercity Bus Grant.

Item Summary

On April 11, 2013, the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $89,701 from the TDHCA for the CSBG, for a total appropriation of $181,600.

II. Accept and appropriate $250,000 from TxDOT for the Section 5311(f) Federal Intercity Bus Grant for the expansion and renovation of the Downtown Transfer Plaza.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 20

Grant Detail Sheet - CSBG

Grant Detail Sheet - Section 5311(f)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 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); TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SECTION 5311(F) FEDERAL INTERCITY BUS GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #20) for municipal purposes, as follows:

I. Accept and appropriate an additional $89,701 from the TDHCA for the CSBG grant, for a total appropriation of $181,600.

II. Accept and appropriate $250,000 from TxDOT for the Section 5311(f) Federal Intercity Bus Grant for the expansion and renovation of the Downtown Transfer Plaza.

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/BudgetFY1213.Amend20.ord
April 2, 2013

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
April 11, 2013

Administrative Information:

City Assigned Grant Number:	82050
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2013-12/31/2013
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	2/14/2013
Original Appropriation-Budget Ordinance:	2013-O0009
Original Grant Acceptance-Resolution:	2013-R0057

Personnel Information:

Full-time positions funded w/ grant: 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 39,815	21,393	14,769	46,439
Account Analyst	58,923	26,668	4,156	81,435
Administrative Assistant	23,417	16,247	5,913	33,751
CD Director & Citibus Liaison	67,340	33,380	4,663	96,057
CD Contract Coordinator	55,000	25,760	19,585	61,175
Total	$ 244,495	123,448	49,086	318,857

Budget Information:

Grant Amendment Detail	2/14/2013 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 16,748	16,350	$ 33,098
Benefits	8,089	7,899	15,988
Travel	500	488	988
Supplies	1,149	1,121	2,270
Other	1,400	1,366	2,766
Indirect Cost	3,000	2,928	5,928
Contractual			
Catholic Charities, Diocese of Lubbock	43,907	42,854	86,761
South Plains Association of Governments	10,856	10,595	21,451
Lutheran Social Services CEAP Ops	3,500	3,416	6,916
LIFE Run Centers CEAP Ops	1,500	1,464	2,964
CEAP Household Crisis Inspections	1,250	1,220	2,470
Total Amendment	$ 91,899	89,701	$ 181,600

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
April 11, 2013

Administrative Information:

Grant Name:	Section 5311(f) Federal Intercity Bus
Grant Effective Date:	4/25/2013-5/31/2014
Grant Provider/Agency:	Texas Department of Transportation
Grant Award Amount:	$ 250,000

Budget Information:

Grant Budget Detail	**Award Amount**
Downtown Transfer Plaza expansion/renovation	$ 250,000
Total Award	$ 250,000

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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 11302 an Agreement No. 51305F7152 with the Texas Department of Transportation (TxDOT) for the renovation and expansion of the Downtown Citibus Transfer Plaza.

Item Summary

TxDOT has awarded a Section 5311(f) intercity bus grant in the amount of $250,000 to the City. The funds will be used for Phase 3 and Phase 4 of the Citibus Downtown Transfer Plaza renovation and expansion project. The Downtown Transfer Plaza needs to be expanded to allow for adequate space to conduct Greyhound services. Citibus is the local agent for Greyhound. The City has been awarded this grant due to the Downtown Transfer Plaza being a multi-modal facility that services public transportation buses and over the road coaches that serve the outlying/rural communities. TxDOT has not awarded enough to fund Phase 3 and 4 of this project. Citibus will continue to apply for funds until all stages of the renovation project have been completed.

The City has been awarded 50,000 in Transportation Development Credits for this project so that no local match is required from the City of Lubbock.

The contract is effective when fully executed by both parties, and shall remain in effect until May 31, 2014.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Grant Agreement - TxDOT

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, Federal Intercity Bus Fiscal Year 2013 Project Grant Agreement No. 51305F7152 for renovation and expansion of the Downtown Transfer Plaza, by and between the City of Lubbock and Texas Department of Transportation, 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, Director Community Development
Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-TxDOT
April 9, 2013

PGA: SECTION 5311(f) FEDERAL - INTERCITY BUS
TRANSIT PROVIDER: **Lubbock, City of**
FTA GRANT #: **TX-18-X035**
CFDA #: **20.509**
TXDOT PROJECT #: **ICB 1301 (05) 35**
PROJECT GRANT AGREEMENT #: **51305F7152**
MASTER GRANT AGREEMENT #: **512XXF7081**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL INTERCITY BUS
FISCAL YEAR 2013
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Lubbock, City of**, called the "Transit Provider".

WITNESSETH

WHEREAS, under 49 United States Code Section 5311(f), Intercity Bus, the Transit Provider submitted a project proposal for financial assistance to be used to provide transportation services; and,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and,

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and,

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5311 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2013 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number **113232** and,

WHEREAS, the Transit Provider must execute a GA Part I (if applicable) and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties. This PGA shall remain in effect until **May 31, 2014**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I (if applicable) and the GA Part II (federal funds only) to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$ 250,000** and **50,000** Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

The original and one copy of the invoice are to be submitted to the following address:

Texas Department of Transportation
Attn: Lynn Castle
Public Transportation Coordinator
135 Slaton Road
Lubbock, Texas 79404

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

_____
Signature

Glen C. Robertson
Typed, Printed, or Stamped Name

Mayor
Title

_____
Date

THE STATE OF TEXAS

_____
Signature

Lynn Castle
Typed, Printed, or Stamped Name

Public Transportation Coordinator
Title

_____
Date

List of Attachments
A - Approved Project Description
B - Project Budget

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton
Community Development Director

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

The approved project is to renovate and expand the City of Lubbock/ Citibus Downtown Transfer Plaza located at 801 Broadway, Lubbock, TX 79401. The renovation and expansion is required in part due to the inclusion of an intercity bus provider at the Transfer Plaza.

This project can be found in its entirety in the City of Lubbock's response to the FY 2012 Coordinated Call for Projects.

ATTACHMENT B
PROJECT BUDGET

[Insert Budget Page]

Public Transportation Budget-Attachment B

Texas Department of Transportation

Revised 7/2012 GD Select Fiscal Year----> FY 2013

Section I: Project Identification

Legend	
Totals	
DropDowns	
Locked Cell	
Data Entry	
Title Cells	
Comments	
Project #	51305F7152
Grant #	ICB 1301 (05) 35
Start Date	04/25/13
End Date	05/31/14

Section II: Capital Costs

Description	ALI Code	Quantity & Fuel Type	Total of All Programs	§5311 Federal	§5311 State	§5311 Local	§5311 TDC	§5311 Totals	OTHER-5	OTHER-5 State	OTHER-5 Local	OTHER-5 TDC	Other-5 SubTotal	OTHER-6	OTHER-6 State	OTHER-6 Local	OTHER-6 TDC	Other-6 SubTotal
Rehab- Terminal, Bus Statio	11.34.01		250,000		250,000		50,000	250,000										
Preventive Maintenance	11.7A.00																	
Purchase of Service	11.71.12																	
Preventive Maintenance-5310 Only	11.7A.00																	
	11.71.13																	
All Other 5310 Capital																		
		Capital Subtotal	250,000		250,000		50,000	250,000										

Section III: Planning/ Admin Costs

		Federal	State	Local		Admin/Pln		State	Local		Subtotal		State	Local		Subtotal
Administration Costs -11.79.00	-															
Planning Costs-44.2X.XX	-															
Total Admin/Planning Costs	-															

Section IV: Operating Costs

		Federal	State	Local		Operating		State	Local		Subtotal		State	Local		Subtotal
Gross Operating -30.09.00	-															
Farebox Revenue (Cannot be used as Match)	-															
Net Operating																

Total Transit Budget	Total	§5311 Federal	§5311 State	§5311 Local	§5311 TDC	§5311 Totals		State	Local	TDC	Subtotal		State	Local	TDC	Subtotal
Total Transit Budget	250,000	-	250,000	-	50,000	250,000	-	-	-	-		-	-	-	-	

Section VI: Summary of Local Funds (Farebox Revenue cannot be used as Local Match)

Source of Local Funds	Amount
Total of Local Funds	

Enter Comments Below

3/27/2013

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

The Texas Transportation Commission (commission) takes special note of its designation by the governor in a letter dated October 4, 2005, as the administering agency for the Federal Transit Administration (FTA) grant programs and further acknowledges that federal program regulations require the Texas Department of Transportation (department) to ensure that these grant funds are distributed fairly and equitably within the state.

Title 43, Texas Administrative Code, Sections §31.17, §31.18, §31.22, §31.36 and §31.37 establishes the process by which program proposals shall be evaluated and funds distributed. On August 5, 2011, the department published a Notice of Request for Proposal for projects in the *Texas Register*. Project criteria included project planning and coordination; demonstration of need; benefits of the project; and project management.

Title 43, Texas Administrative Code, §5.73 establishes the process for which Transportation Development Credits (TDC) may be awarded at the discretion of the commission. The commission finds that TDC investments in:

- Transit vehicles will improve air quality by replacing older vehicles with newer models which meet current emission standards; and increase the value of the transportation assets by investing into the replacement of depreciated rolling stock;
- Facilities increase the value of the transportation assets by improving or adding system infrastructure and capacity designed to provide transit services to the citizens of Texas; and
- Preventive maintenance improves air quality by regularly maintaining vehicles at manufacturer-scheduled intervals and increasing the value of the transportation assets by preserving the condition of existing fleet.

The commission finds that the projects in Exhibit A are eligible for funding and awards a total of $9,031,646 in federal and state program funds and 943,500 in TDC.

Transportation Code, Chapter 455 assigns a broad spectrum of public transportation roles and missions to the department. Transportation Code, Chapter 456 authorizes the commission to administer funds appropriated for public transportation.

IT IS THEREFORE ORDERED by the commission that the executive director or the director's designee is directed to proceed with the awards as described in Exhibit A, submit the necessary state application to the FTA and enter into the necessary contracts.

Submitted and reviewed by:

Director, Public Transportation Division

Recommended by:

Executive Director

113232 AUG 30 12

Minute Number | Date Passed

EXHIBIT A
FY 2012 COORDINATED CALL PROJECTS AWARDS

AWARD RECIPIENT	§5304 Statewide Planning	§5311 Rural Discretionary	§5311(b) RTAP	§5311(f) Intercity Bus	§5316 Job Access and Reverse Commute	§5317 New Freedom	State Funds	Total Funds	TDC Award	TDC Category
Ark-Tex Council of Governments						$221,200		$221,200		
Capital Area Rural Transportation System	$84,000	$500,000		$112,448				696,448	100,000	FAC
Central Texas Rural Transit District		650,000						650,000	130,000	FAC
Concho Valley Transit District						231,475		231,475		
East Texas Transportation Partners (North East Texas Regional Mobility Authority)					$150,000	150,000		300,000		
Galveston, City of						500,000		500,000		
Greyhound Lines, Inc.				765,000				765,000	153,000	FAC
Heart of Texas Council of Governments					126,000			126,000		
Houston Kiddie Express						452,948		452,948		
Kerrville Bus Company, Inc.				765,000				765,000	153,000	FAC
Laredo, City of						350,000		350,000		
Longview Transit	80,000			300,000				380,000	60,000	FAC
Lubbock, City of	80,000			250,000			$20,000	350,000	50,000	FAC
LULAC/ Project Amistad						1,009,112		1,009,112	103,900	PM, VEH
NDMJ LTD Transportation						1,376,123		1,376,123	81,600	VEH
Nortex Regional Planning Commission	23,600						5,900	29,500		
Panhandle Regional Planning Committee			$85,000					85,000		
South Padre Island, City of		250,000						250,000	50,000	FAC
Texarkana Urban Transit District	81,840							81,840		
Texoma Area Paratransit System, Inc.					51,000	51,000		102,000		
West Texas Opportunities			10,000					10,000	2,000	FAC
Wichita Falls, City of				300,000				300,000	60,000	FAC
Total	**$349,440**	**$1,400,000**	**$95,000**	**$2,492,448**	**$327,000**	**$4,341,858**	**$25,900**	**$9,031,646**	**943,500**	

Legend: Preventive Maintenance (PM); Transit Vehicle (VEH); Facility (FAC)

Regular City Council Meeting **5. 1. 2.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 61130001572 an amendment to a contract and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The actual amount allocated to the City of Lubbock for FY 2013 is $367,596. The first contract amount of $91,899 was appropriated and accepted by City Council at their meeting on February 13, 2013. At this time TDHCA has released an additional $89,701 of the allocation and will notify the City as it makes more funds available. The total for the contract to date is $181,600.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2013, through December 31, 2013.

Fiscal Impact

The maximum amount to be allocated from the CSBG is $181,600.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment 1 - CSBG

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 Amendment to a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs, for the Community Services Block Grant #6130001572 to provide assistance to reduce poverty, and all 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 this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Director Community Development

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/Res.CDBG-TexDept of Housing-Reduce Poverty Amendment.13
4.9.13

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NO. **61130001572**
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, and **City of Lubbock** a political subdivision of the State of Texas agree to amend contract no. **61130001572** executed by the Department on or about January 1, 2013 (herein the "Contract").

SECTION 2. DEPARTMENT OBLIGATIONS

This contract is amended by revising Section 4 A to read:

A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs for administrative expenditures incurred by Subrecipient during the Contract Term and for the actual allowable costs for non-administrative expenditures incurred by Subrecipient on or after January 7, 2013 in an amount up to **$181,600.00** in accordance with the budget as approved by the Department and the terms of this Contract.

EXECUTED to be effective on **March 01, 2013**

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

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

Meeting Date: 05/01/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Amendment 22 respecting the grant fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) Click It or Ticket Grant.

Item Summary

I. Accept and appropriate $14,773 from TxDOT for the STEP Click It or Ticket Grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 22

Grant Detail Sheet - STEP Click It or Ticket

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) CLICK IT OR TICKET GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 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 2012-13 (Budget Amendment #22) for municipal purposes, as follows:

I. Accept and appropriate $14,773 from TxDOT for the STEP-Click It or Ticket Grant.

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
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend22.ord
April 25, 2013

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 1, 2013

Administrative Information

City Assigned Grant Number	TBA
Grant Name	Selective Traffic Enforcement Program (STEP) -Click It or Ticket
Grant Effective Date	5/21/2013-6/22/2013
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 14,773

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 14,773
Total Appropriation	$ 14,773

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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Finance: Consider two resolutions designating authorized representatives on the City's accounts with TexPool and TexSTAR investment pools.

Item Summary

The City entered into Participation Agreements with the Texas Local Government Investment Pool (TexPool) and TexSTAR. TexPool and TexSTAR are local government investment pools organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. Both investment pools were created through contracts among participating governmental units, and are governed by a board of directors to provide for the joint investment of participants' public funds and funds under their control. The purpose of the investment pools is to offer a safe, efficient, and liquid investment return by utilizing economies of scale and professional investment expertise. The resolutions update and designate new authorized City representatives. The designation of "Authorized Representative" provides full power and authority to transmit funds for investment, withdraw funds, issue letters of instruction, and all other actions deemed necessary or appropriate for the investment of local funds. All transactions require dual authorization for added security and compliance with the City's Investment Policy.

"Authorized Representatives" include the following persons:
Lee Ann Dumbauld, City Manager
James Capps, Senior Financial Analyst
Danielle Whitfill, Financial Analyst
Whitney Dane, Senior Financial Analyst

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Pam Moon, Executive Director of Finance

Attachments

Resolution & Agreements - TexStar & TexPool

A RESOLUTION AMENDING
AUTHORIZED REPRESENTATIVES OF TEXSTAR

WHEREAS, CITY OF LUBBOCK (the "City") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, TexSTAR, a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; NOW THEREFORE:

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

SECTION 1. THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each hereby authorized to transmit funds for investment in TexSTAR and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. THAT an Authorized Representative of the City may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexSTAR account or (2) is no longer employed by the City; and

SECTION 3. THAT the City may, by Amending Resolution signed by the City, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the City;

SECTION 4. THAT the following persons are Authorized Representatives of the City of Lubbock. Any new individuals will be issued personal identification numbers to transact business with TexSTAR.

1. Name: Lee Ann Dumbauld Title: City Manager

Signature: Direct Phone Number 806.775.2016

2. Name: James Capps Title: Senior Financial Analyst

Signature: Direct Phone Number 806.775.2986

3. Name: Danielle Whitfill Title: Financial Analyst

Signature: Direct Phone Number 806.775.2985

4. Name: Whitney Dane Title: Senior Financial Analyst

Signature: Direct Phone Number 806.775.2984

The Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows:

Name: James Capps
Email: jcapps@mylubbock.us Fax Number 806.775.2051

In addition and at the option of the City, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. The City desires to designate the following representative with inquiry rights only:

Name: Brack Bullock Title: Accounting Supervisor

SECTION 5. THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City, and until TexSTAR receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the City at its regular meeting held on the 1st day of May, 2013.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

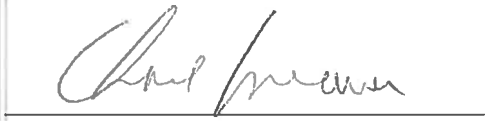
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

ccdocs/RES.TexSTAR Representatives
March 14, 2013

A RESOLUTION AMENDING
AUTHORIZED REPRESENTATIVES FOR TEXPOOL

WHEREAS, CITY OF LUBBOCK (the "City") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/Texpool *Prime*"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; NOW THEREFORE:

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

SECTION 1. THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each hereby authorized to transmit funds for investment in TexPool/Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. THAT an Authorized Representative of the City may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexPool/TexPool Prime account or (2) is no longer employed by the City; and

SECTION 3. THAT the City may, by Amending Resolution signed by the City, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the City;

SECTION 4. THAT the following persons are Authorized Representatives of the City of Lubbock. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

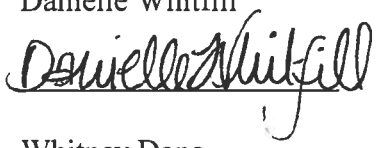
1. Name: Lee Ann Dumbauld Title: City Manager

Signature: Direct Phone Number 806.775.2016

2. Name: James Capps Title: Senior Financial Analyst

Signature: Direct Phone Number 806.775.2986

3. Name: Danielle Whitfill Title: Financial Analyst

Signature:  Direct Phone Number 806.775.2985

4. Name: Whitney Dane Title: Senior Financial Analyst

Signature: Direct Phone Number 806.775.2984

The Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows:

Name: James Capps
Email: jcapps@mylubbock.us Fax Number 806.775.2051

In addition and at the option of the City, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. The City desires to designate the following representative with inquiry rights only:

Name: Brack Bullock Title: Accounting Supervisor

SECTION 5. THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the City at its regular meeting held on the 1st day of May, 2013.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

RES.TexPool Representatives
March 14, 2013

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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution-Right-of-Way: Consider a resolution authorizing the Mayor to execute Contract of Sale 11294 with Nettie J. Edwards, Mary Sue Cauley, Martha King, Dornell Edwards and Carolyn Cade for the acquisition of Lots 1, 2, 3, Block Thirteen, Phyllis-Wheatley Subdivision, an addition to the City of Lubbock, Lubbock County, Texas, for the South Lubbock Sanitary Sewer Line Extension.

Item Summary

The City is in the process of acquiring right-of-way for the extension of the South Lubbock Sanitary Sewer Line, which is located south of the City of Lubbock Cemetery and adjacent to East 35th Street. The resolution authorizes the execution of a contract of sale to purchase three lots in the Phyllis-Wheatley Subdivision.

Fiscal Impact

The purchase price to be paid to the seller is $1,500 plus closing costs.

Staff/Board Recommending

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

Attachments

Resolution & Contract of Sale

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 of Sale for the purchase of real property, by and between the City of Lubbock and Nettie J. Edwards, Mary Sue Cauley, Martha King, Dornell Edwards and Carolyn Cade, and related documents. Said Contract of Sale 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:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract of Sale–Edwards et al
April 18, 2013

CONTRACT OF SALE

Contract No.11294

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract of Sale (the "Contract") is made this ____ day of _____, 20____, effective as of the date of execution hereof by Buyer, as defined herein, (the "Effective Date"), by and between NETTIE J. EDWARDS, MARY SUE CAULEY, MARTHA KING, DORNELL EDWARDS AND CAROLYN CADE (referred to herein as "Seller") and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation of Lubbock County, Texas (referred to herein as "Buyer").

RECITALS

WHEREAS, Seller owns those certain tracts of land described as Lots One (1), Two (2) and Three (3), Block Thirteen (13), PHYLLIS-WHEATLEY SUBDIVISION, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof, recorded in Volume 323, Page 314, Deed Records of Lubbock County, Texas (the "Land"); and

WHEREAS, Seller desires to sell to City, and City desires to buy from Seller, the Land together with all and singular the permanent improvements attached thereto, and all other property of Seller attached to the Land (herein "Improvements"), and all other rights and appurtenances to the Land (collectively, the "Property").

ARTICLE I
SALE OF PROPERTY

For the consideration hereinafter set forth, and upon the terms, conditions and provisions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.

ARTICLE II
PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The Purchase Price to be paid to Seller for the Property is the sum of Fifteen Hundred and No/100 Dollars ($1,500.00) (the "Purchase Price").

ARTICLE III
TITLE AND SURVEY

3.01 Title Commitment. The parties hereto acknowledge that a Title Commitment for the Property has been obtained and has been reviewed by the parties.

3.02 Title Policy. At Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas Owner Policy of Title Insurance ("Title Policy") to be furnished to Buyer. The Title

Policy shall be issued by Lubbock Abstract & Title Company, 1216 Texas Avenue, Lubbock, Texas 79401 ("the Title Company") in the amount and on the terms and conditions as set forth in the Title Commitment, subject only to the Permitted Exceptions; provided, however, in the event Buyer obtains the survey and elects to have the survey exception amended, the survey exception must be amended to read "shortages in area" only (although Schedule C of the Title Commitment may condition amendment on the presentation of an acceptable survey and payment, to be borne solely by Buyer, of any required additional premium).

ARTICLE IV
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

4.01 Representations and Warranties of Seller. To induce Buyer to enter into this Contract and consummate the sale and purchase of the Property in accordance with the terms and provisions herewith, Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date, except where specific reference is made to another date, that:

(a) There are no adverse or other parties in possession of the Property or any part thereof, and no party has been granted any license, lease or other right related to the use or possession of any of the Property, or any part thereof.

(b) The Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder.

(c) The Seller has not received notice of, and has no other knowledge or information of, any pending or threatened judicial or administrative action, or any action pending or threatened by adjacent landowners or other persons against or affecting the Property. This representation limited to the Effective Date.

(d) To the best of Seller's knowledge, the Seller has paid all real estate and personal property taxes, assessments, excises, and levies that are presently due, if any, which are against or are related to the Property, or will, except for the year of Closing, be due as of the Closing, and the Property will be subject to no such liens.

(e) Seller has not contracted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction or taken any action which would result in any real estate broker commissions or finder's fee or other fees payable to any other party with respect to the transactions contemplated in this Contract.

4.02 Covenants and Agreements of Seller. Seller covenants and agrees with Buyer as follows:

(a) From the Effective Date until the date of Closing or earlier termination of this Contract, Seller shall:

(i) Not enter into any written or oral contract, lease, easement or right of way agreement, conveyance or any other agreement of any kind with respect to, or affecting, the Property (herein "Nonpermitted Agreements") that will not be fully performed on or before the Closing or would be binding on Buyer or the Property after the date of Closing.

(ii) Advise the Buyer promptly of any litigation, arbitration, or administrative hearing concerning or affecting the Property.

(iii) Not take, or omit to take, any action that would result in a violation of the representations, warranties, covenants, and agreements of Seller.

(iv) Not sell, assign, lease or convey any right, title or interest whatsoever in or to the Property, or create, or permit to exist, any lien, encumbrance, or charge thereon, except as will be satisfied at Closing, unless waived by Buyer, or for ad valorem taxes for the year of Closing.

(v) Maintain a fire and extended coverage insurance policy in the standard promulgated form and with standard terms, which will include but is not limited to losses from storms and fires, in the minimum amount of the appraised value of the permanent improvements on the Land as determined by the Lubbock Central Appraisal District for calendar year 2012.

(vi) Maintain the Property in its current condition and state of repair, ordinary wear and tear excepted.

(b) To indemnify and hold Buyer harmless, to the extent permitted by law, from all loss, liability, and expense, including, without limitation, reasonable attorneys' fees, arising or incurred as a result of any liens or claims resulting from labor or materials furnished to the Property under any written or oral contracts arising or entered into prior to Closing.

4.03 Representations of Buyer. Buyer represents and warrants to Seller as of the Effective Date and as of Closing:

(a) The Buyer has the full right, power and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder.

(b) Buyer has not contracted or entered into any agreement with any real estate broker, agent, finder or any other party in connection with this transaction or taken any action which would result in any real estate broker commissions or finder's fee or other fees payable to any other party with respect to the transactions contemplated in this Contract.

4.04 Survival Beyond Closing. The representations, warranties, covenants and agreements of Seller and Buyer contained in this Contract shall survive the Closing.

ARTICLE V
CLOSING

5.01 Date and Place of Closing. The Closing shall take place in the offices of the Title Company and shall be accomplished through an escrow to be established with the Title Company, as escrowee. The Closing Date (herein sometimes called), shall be scheduled upon a date mutually agreeable to the parties hereto but no less than ninety days from the Effective Date.

5.02 Items to be Delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer or the Title Company, at Buyer's sole cost and expense, the following items:

(i) The Title Policy provided, however, the Title Policy may be delivered after Closing consistent with normal practice;

(ii) The General Warranty Deed, substantially in the form as attached hereto as Exhibit "A", subject only to the Permitted Exceptions, if any, duly executed by Seller and acknowledged;

(iii) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

(b) Buyer. At the Closing, Buyer shall deliver to Seller or the Title Company (any payment to the Title Company to be placed in escrow for the benefit of and payable to Seller as provided in the Contract) the following items:

(i) The sum required by Section 2.01, less the Earnest Money and interest earned thereon (which will also be paid to Seller), in the form of personal, certified or cashier's check or other immediately available funds;

(ii) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

5.03 Possession at Closing. Possession of the Property shall be delivered to Buyer at Closing.

5.04 Adjustment at Closing. Ad valorem taxes relating to the Property for the calendar year in which Closing shall occur shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes for the calendar year in which Closing shall occur is not known as of the Closing Date, the proration for purposes of settlement at Closing shall be based on the amount of taxes due and payable with respect to the calendar year immediately preceding the calendar year of Closing. As soon as the amount of taxes levied against the Property for the calendar year in which Closing shall occur is known, Seller and Buyer shall readjust in cash the amount of taxes payable by Seller as per the prorated responsibilities set forth herein. This provision shall survive the Closing. Notwithstanding any provision to the contrary, Buyer, as a

home rule municipality, shall not pay for, or be responsible for, the payment of any taxes on behalf of the Seller.

5.05 Costs of Closing. Buyer is responsible for paying fees, costs, expenses identified herein as being the responsibility of Buyer or Seller. If the responsibility for such costs or expenses associated with closing the transaction contemplated by this Contract are not identified herein, such costs or expenses shall be borne by the Buyer and Buyer shall pay all fees, costs and expenses of Seller, notwithstanding any provision to the contrary.

ARTICLE VI
DEFAULTS AND REMEDIES

6.01 Seller's Defaults and Buyer's Remedies.

(a) Seller's Defaults. Seller is in default under this Contract on the occurrence of any one or more of the following events:

(i) Any of Seller's warranties or representations contained in this Contract are untrue on the Closing Date; or

(ii) Seller fails to meet, comply with or perform any covenant, agreement, condition precedent or obligation on Seller's part required within the time limits and in the manner required in this Contract.

(b) Buyer's remedies. If Seller is in default under this Contract, Buyer as Buyer's sole and exclusive remedies for the default, may, at Buyer's sole option, do either one of the following:

(i) Terminate this Contract by written notice delivered to Seller in which event the Buyer shall be entitled to payment of the Earnest Money, and Seller shall, promptly on written request from Buyer, execute and deliver any documents necessary to cause the Title Company to return to Buyer the Earnest Money; or

(ii) Enforce specific performance of this Contract against Seller, requiring Seller to convey the Property to Buyer subject only to the Permitted Exceptions.

6.02 Buyer's Default, Seller's Remedies.

(a) Buyer's Default. Buyer is in default under this Contract if Buyer fails to deliver at Closing, the items specified in Section 5.02(b) of this Contract for any reason other than a default by Seller under this Contract or termination of this Contract pursuant to the terms hereof prior to Closing.

(b) Seller's Remedy. If Buyer is in default under this Contract, Seller, as Seller's sole and exclusive remedies for the default, may at Seller's sole option, do either one of the following:

(i) Terminate this Contract by written notice delivered to Buyer in which event the Seller shall be entitled to a return of the Earnest Money, and Buyer shall, promptly on written request from Seller, execute and deliver any documents necessary to cause the Title Company to return to Seller the Earnest Money; or

a. Enforce specific performance of this Contract against Buyer, requiring Buyer to purchase the Property from Seller subject to no liens, encumbrances, exceptions, and conditions other than those shown on the Title Commitment.

ARTICLE VII
MISCELLANEOUS

7.01 Notice. All notices, demands, requests, and other communications required hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) two (2) calendar days following the deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

SELLER:

Dornell Edwards
157 Gazelle
San Antonio, Texas 78925

BUYER:

City of Lubbock
Glen G. Robertson, Mayor
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2312
Telecopy: (806) 775-2051

Copies to:

For Buyer:

Sam Medina
City Attorney
P. O. Box 2000
Lubbock, TX 79457
(806) 775-2221
Telecopy: (806) 775-3307

7.02 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Contract. This Contract is performable in, and the exclusive venue for any action brought with respect hereto, shall lie in Lubbock County, Texas.

7.03 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the Property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

7.04 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and assigns. If requested by Buyer, Seller agrees to execute, acknowledge and record a memorandum of this Contract in the Real Property Records of Lubbock County, Texas, imparting notice of this Contract to the public.

7.05 Risk of Loss. If any condemnation or any eminent domain proceedings are threatened or initiated that might result in the taking of any portion of the Property, or if the Improvements to the Property have been damaged by fire, storms or other acts covered by applicable fire and extended coverage insurance, and all other conditions to Closing except as a result of such condemnation or eminent domain proceeding (herein "Condemnation Proceeds") have been met, Buyer shall consummate this Contract, in which case Buyer, with respect to the Property, shall be entitled to receive any and all Condemnation Proceeds and insurance proceeds paid for or with respect to damage to the Property, and Buyer shall have the right to compromise and settle any such insurance claims.

7.06 Further Assurances. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer, at no cost or expense, agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered at the Closing or after the Closing, any further deeds, acts, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

7.07 Time is of the Essence. It is expressly agreed between Buyer and Seller that time is of the essence with respect to this Contract.

7.08 Exhibits. The Exhibits which are referenced in, and attached to this Contract, are incorporated in and made a part of, this Contract for all purposes.

7.09 Delegation of Authority. Authority to take any actions that are to be, or may be, taken by Buyer under this Contract are hereby delegated by Buyer to City Manager, Lee Ann Dumbauld, or her designee.

7.10 Non-Arbitration. The Buyer 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 Buyer 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.

Executed by Seller on the 19 day of MARCH 20 13

SELLER:

Nettie J. Edwards

Mary Sue Cauley

Martha King

Dornell Edwards

Carolyn Cade

FERNANDO GONZALEZ
Notary Public, State of Texas
My Commission Expires
March 31, 2014

Executed by Buyer on the _____ day of _____20__.

BUYER:

CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher
Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Solano

On 3-25-2013 before me, LaGuan E. LeA, Notary Public,
(Here insert name and title of the officer)

personally appeared Martha LorettA King,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she/~~they~~ executed the same in ~~his/~~her/~~their~~ authorized capacity(ies), and that by ~~his/~~her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

LAGUAN E. LEA
COMM. #1919529
Notary Public - California
Solano County
My Comm. Expires Jan. 27, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract of Sale
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 3-25-13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: _____

GRANTOR: Nettie J. Edwards; Mary Sue Cauley; Martha King;
Dornell Edwards; Carolyn Cade;
C/O Dornell Edwards
157 Gazelle
San Antonio, Texas 78925

GRANTOR'S MAILING ADDRESS:

Dornell Edwards
157 Gazelle
San Antonio, Texas 78925

GRANTEE: City of Lubbock, Texas, a municipal corporation

GRANTEE'S MAILING ADDRESS:

P.O. Box 2000
Lubbock, Lubbock County, Texas 79457

CONSIDERATION:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

PROPERTY (including any improvements):

Lots One (1), Two (2) and Three (3), Block Thirteen (13), PHYLLIS-WHEATLEY SUBDIVISION, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof, recorded in Volume 323, Page 314, Deed Records of Lubbock County, Texas

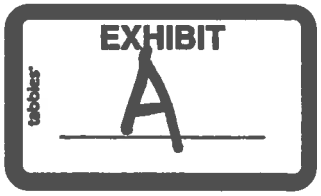
RESERVATIONS FROM CONVEYANCE:

Any and all mineral interests in connection with the Property

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and



successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Nettie J. Edwards

Mary Sue Cauley

Martha King

Dornell Edwards

Carolyn Cade

FERNANDO GONZALEZ
Notary Public, State of Texas
My Commission Expires
March 31, 2014

ACKNOWLEDGMENTS

STATE OF Texas §

COUNTY OF Lubbock §

This instrument was acknowledged before me on this 10th day of April, 2013, by NETTIE J. EDWARDS.

ELVIRA BETA LARA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 08/16/2014

Notary Public, State of Texas
My commission expires: 08/16/2014

STATE OF Texas §

COUNTY OF Brazos §

This instrument was acknowledged before me on this 18 day of March, 2013, by MARY SUE CAULEY.

KATHY NICHOLS
Notary Public, State of Texas
My Commission Expires
FEBRUARY 20, 2014

Notary Public, State of Texas
My commission expires: 02-20-2014

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Solano

On 3-25-2013 before me, LaGuan E. Lea Notary Public,
(Here insert name and title of the officer)

personally appeared Martha Loretta King,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

LAGUAN E. LEA
COMM. #1919529
Notary Public - California
Solano County
My Comm. Expires Jan. 27, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

General Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 3-25-13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- [x] Individual (s)
- [ ] Corporate Officer

(Title)

- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2013, by MARTHA KING.

_____
Notary Public, State of Texas
My commission expires: _____

STATE OF Texas §

COUNTY OF Bexar §

This instrument was acknowledged before me on this 12 day of March, 2013, by DORNELL EDWARDS.

LETICIA PENA
My Commission Expires
April 12, 2013

_____
Notary Public, State of Texas
My commission expires: 4/12/13

STATE OF TEXAS §

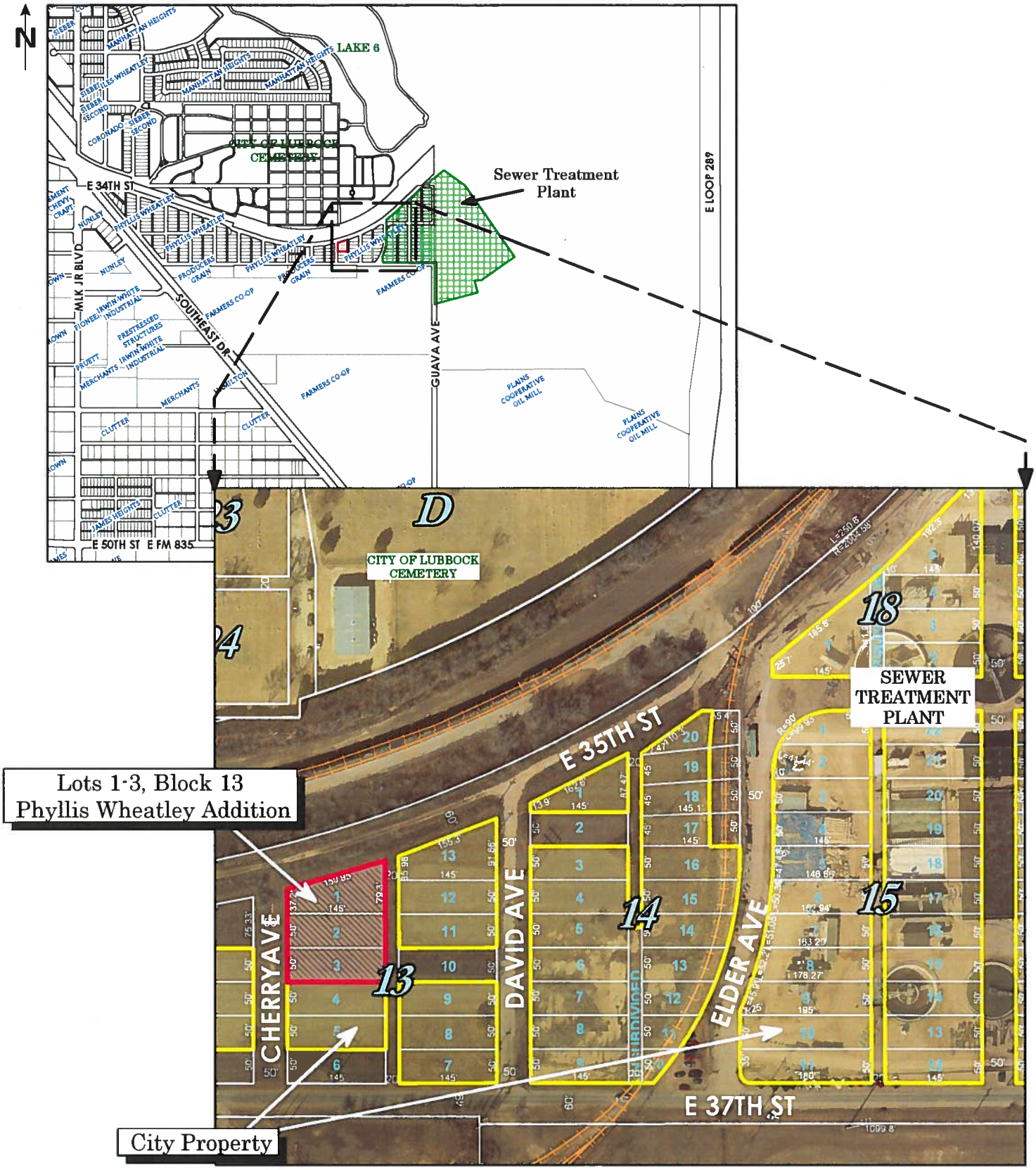
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 19 day of MARCH, 2013, by CAROLYN CADE.

FERNANDO GONZALEZ
Notary Public, State of Texas
My Commission Expires
March 31, 2014

_____
Notary Public, State of Texas
My commission expires: MARCH 31, 2014

Proposed Purchase of Lots 1, 2, & 3, Block 13, Phyllis Wheatley 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. 5.**

Meeting Date: 05/01/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider an Ordinance 2012-O0060 abandoning and closing three street stubs located on the west side of Norfolk Avenue in Section 17, Block E-2, Lubbock County, Texas.

Item Summary

On June 21, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes three street stubs on the west side of Norfolk Avenue between 104th and 106th Street. These street stubs are no longer needed for right-of-way due to new development in the area. Since the requestor of this closure is the original dedicator of the street area being closed, there is no charge for the closure.

All utility companies are in agreement with the street closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - ROW - Norfolk

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING THREE RIGHT OF WAY STUBS IN SECTION 17, BLOCK E-2, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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 _____, 2012.

Passed by the City Council on second reading this _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
A

METES AND BOUNDS DESCRIPTION of a portion of Norfolk Avenue to be closed, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the West right-of-way line of Norfolk Avenue as dedicated by plat recorded in County Clerk File Number 2007027805, Official Public Records of Lubbock County, Texas, which bears S. 01°30'30" W., a distance of 1864.00 feet and S. 88°29'30" E., a distance of 1817.95 feet from the Northwest corner of Section 17, Block E-2, Lubbock County, Texas;

THENCE S. 01°43'52" W., a distance of 82.00 feet to a 1/2" iron rod with cap found in the West right-of-way line of said Norfolk Avenue;

THENCE N. 43°16'09" W., along the West right-of-way line of said Norfolk Avenue, a distance of 21.21 feet to a 1/2" iron rod with cap found;

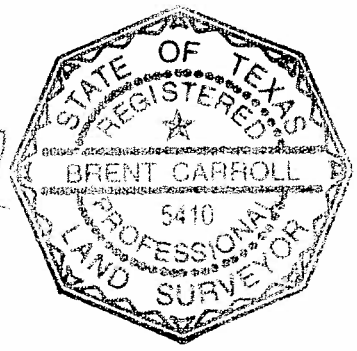
THENCE N. 01°43'52" E., continuing along said West right-of-way line, a distance of 52.00 feet to a 1/2" iron rod with cap found;

THENCE N. 46°43'52" E., continuing along said West right-of-way line, a distance of 21.21 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic and Aerial Control. Distances are Surface, U. S. Survey feet.

Contains: 1,005 square feet

May 16, 2012



Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
tabbies
B

METES AND BOUNDS DESCRIPTION of a portion of Norfolk Avenue to be closed, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found of intersection in the West right-of-way line of Norfolk Avenue as dedicated by plat recorded in County Clerk File Number 2007027805, Official Public Records of Lubbock County, Texas, which bears S. 01°30'30" W., a distance of 2191.81 feet and S. 88°29'30" E., a distance of 1688.07 feet from the Northwest corner of Section 17, Block E-2, Lubbock County, Texas;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 351.39 feet, a central angle of 13°22'43", tangent lengths of 41.21 feet, a chord distance of 81.86 feet and a chord bearing of S. 41°43'52" W., to a 1/2" iron rod with cap set in the West right-of-way line of said Norfolk Avenue;

THENCE N. 06°00'07" W., along the West right-of-way line of said Norfolk Avenue, a distance of 22.20 feet to a 1/2" iron rod with cap set;

THENCE N. 41°43'52" E., continuing along the West right-of-way line of said Norfolk Avenue, a distance of 52.00 feet to a 1/2" iron rod with cap set;

THENCE N. 89°27'51" E., continuing along the West right-of-way line of said Norfolk Avenue, a distance of 22.20 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic and Aerial Control. Distances are Surface, U. S. Survey feet.

Contains: 969 square feet

April 16, 2012

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
tabbies
C

METES AND BOUNDS DESCRIPTION of a portion of Norfolk Avenue to be closed, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West right-of-way line of Norfolk Avenue as dedicated by plat recorded in County Clerk File Number 2007027805, Official Public Records of Lubbock County, Texas, which bears S. 01°30'30" W., a distance of 2447.06 feet and S. 88°29'30" E., a distance of 1576.72 feet from the Northwest corner of Section 17, Block E-2, Lubbock County, Texas;

THENCE S. 01°43'52" W., a distance of 82.00 feet to a 1/2" iron rod with cap found in the West right-of-way line of said Norfolk Avenue;

THENCE N. 43°16'08" W., along the West right-of-way line of said Norfolk Avenue, a distance of 21.21 feet to a 1/2" iron rod with cap found;

THENCE N. 01°43'52" E., continuing along said West right-of-way line, a distance of 52.00 feet to a 1/2" iron rod with cap set;

THENCE N. 46°43'53" E., continuing along said West right-of-way line, a distance of 21.21 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic and Aerial Control. Distances are Surface, U. S. Survey feet.

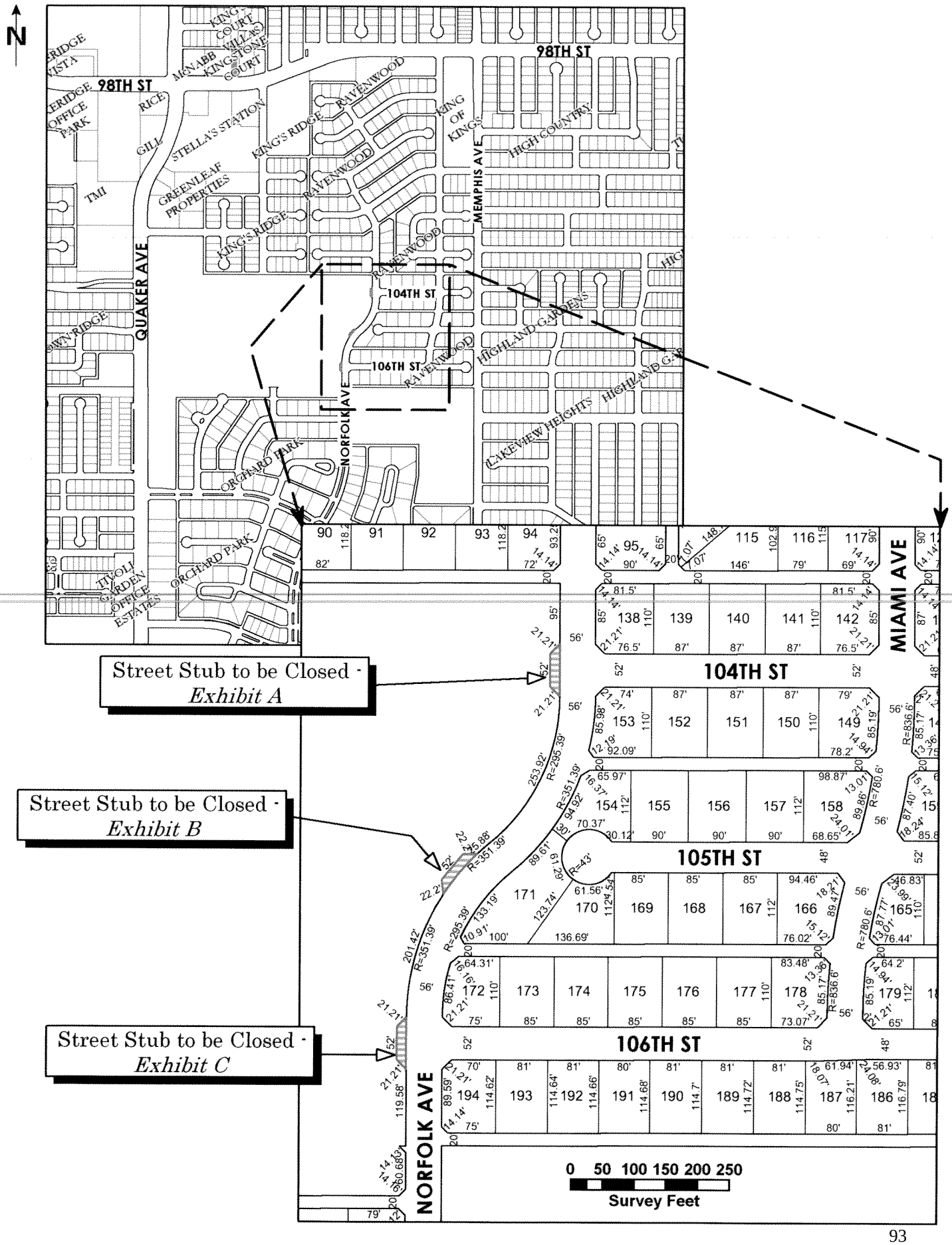
Contains: 1,005 square feet

May 16, 2012

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas

Proposed Closing of 3 Street Stubs
Along the West Right-of-Way Line of Norfolk Avenue
Between 104th & 106th Streets



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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution – Public Works: Consider two resolutions authorizing the Mayor to execute contract 11123 with Cargill, Inc. - Deicing Technology Business Unit and contract 11123-1 with Caprock Marketing, LLC, DBA Lubbock Imports for purchase of ice control salt, BID 13-11223-DG.

Item Summary

The contracts are for the purchase of 400 tons of ice control salt to be used by the Street Department to melt snow and ice on City streets during the winter months.

Bids were received from the following suppliers:

Cargill, Inc.- Deicing Technology Business Unit of North Olmsted, OH	$30,520
Caprock Marketing, LLC, DBA Lubbock Imports of Lubbock, TX	32,000

The contract is awarded by unit price. The total amount of the award is estimated based on expected quantities. Expenditures may be more or less depending on actual quantity of salt needed. A bid tabulation is provided.

Staff recommends a contract be award to the lowest bidder, Cargill, Inc.- Deicing Technology Business Unit of North Olmsted, Ohio, for $30,520 as the primary supplier. Staff also recommends a contract be awarded to Caprock Marketing, LLC, DBA Lubbock Imports of Lubbock, Texas, for $32,000, as the secondary supplier.

Fiscal Impact

Funding is provided in the FY 2012-13 Public Works operating budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Cargill Technology

Resolution & Contract - Caprock Marketing

Bid Tablulation - Ice Control Salts

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. 11123 for ice control salt, by and between the City of Lubbock and Cargill, Inc.-Deicing Technology Business Unit, of North Olmsted, Ohio, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Cargill, Inc.
April 2, 2013

CONTRACT NO. 11123

CITY OF LUBBOCK, TX
CONTRACT
FOR ICE CONTROL SALT

THIS CONTRACT made and entered into this **1st** day of **May , 2013**, by and between the City of Lubbock ("City"), and **Cargill, Inc.-Deicing Technology Business Unit**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Ice Control Salt 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 Ice Control Salt.

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, Primary Contractor will deliver to the City, Ice Control Salt and more specifically referred to as Item one 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 two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty 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. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Robert Siewatt

Print Name

5633 Villa Dr.

Address

Lubbock, Texas 79412

City, State, Zip Code

City of Lubbock, TX
Ice Control Salt
General Specifications

I. SCOPE: The City of Lubbock is seeking a service contract for Ice Control Salt. The salt is used to melt snow and ice on our City streets during the winter months.

II. SCOPE OF SERVICES: The salt in this bid will be distributed on City streets by Street Department personnel during snow and ice events to melt the snow and ice. This is a needed product so that the Street Department can try to keep the traveling public safe during winter storms. Delivery will be FOB TO 502 N I-27 Lubbock, Texas

III. TERM: The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

BID FORM
Ice Control Salt
City of Lubbock, TX
ITB No. 13-11223-DG

In compliance with the **Invitation to Bid 13-11223-DG**, 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 **13-11223-DG** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	400	Tons	Granulated (Crushed) Salt Not to Exceed ¼ inch in Diameter per specifications	$ 76.30	$ 30,520.00	10-14
				Total Cost	$ 30,520.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Ice Control Salt 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 N/A %, 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___X_____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Cargill, Inc. - Deicing Technology Business Unit a corporation organized under the laws of the State of Delaware, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Cargill, Inc. - Deicing Technology Business Unit

Address: 24950 Country Club Blvd., Suite #450

City: North Olmsted State: Ohio Zip 44070

Bidder acknowledges receipt of the following addenda:

Addenda No. N/A Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name N/A and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By: Danielle Wilford Date: March 22, 2013
Authorized Representative - must sign by hand

Officer Name and Title: Danielle Wilford - Customer Solutions Specialist
Please Print

Business Telephone Number (800)600-7258 FAX: (800)467-3409

E-mail Address: danielle_wilford@cargill.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 $25,000)*:_____ 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.

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. 11123-1 for ice control salt, by and between the City of Lubbock and Caprock Marketing, LLC, DBA Lubbock Imports, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Caprock Marketing
April 2, 2013

CONTRACT NO. 11123-1

CITY OF LUBBOCK, TX
CONTRACT
FOR ICE CONTROL SALT

THIS CONTRACT made and entered into this 1st day of **May , 2013**, by and between the City of Lubbock ("City"), and **Caprock Marketing, LLC, DBA Lubbock, Imports**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Ice Control Salt 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 Ice Control Salt.

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, Secondary Contractor will deliver to the City, Ice Control Salt and more specifically referred to as Item one 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 two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty 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. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Robert Sievert

Print Name

5633 Villa Dr.

Address

Lubbock, Texas 79412

City, State, Zip Code

City of Lubbock, TX
Ice Control Salt
General Specifications

I. SCOPE: The City of Lubbock is seeking a service contract for Ice Control Salt. The salt is used to melt snow and ice on our City streets during the winter months.

II. SCOPE OF SERVICES: The salt in this bid will be distributed on City streets by Street Department personnel during snow and ice events to melt the snow and ice. This is a needed product so that the Street Department can try to keep the traveling public safe during winter storms. Delivery will be FOB TO 502 N I-27 Lubbock, Texas

III. TERM: The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

BID FORM
Ice Control Salt
City of Lubbock, TX
ITB No. 13-11223-DG

In compliance with the **Invitation to Bid 13-11223-DG**, 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 **13-11223-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	400	Tons	Granulated (Crushed) Salt Not to Exceed ¼ inch in Diameter per specifications	$ 80.00	$ 32000	
				Total Cost	$ 32,000.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Ice Control Salt 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 X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Cap Rock Market, LLC corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: Cap Rock Marketing, LLC, DBA Lubbock Imports

Address: 5633 Villa Dr.

City: Lubbock, State: Texas Zip 79412

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 03-25-15
Authorized Representative - must sign by hand

Officer Name and Title: Robert Sweatt
Please Print

Business Telephone Number 806/744-3377 FAX: 806/744-3887

E-mail Address: bsweatt@adobefsm.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 $25,000)*: _____ 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
Streets
Bid Tabulation
May 1, 2013

BID 13-11223-DG
Ice Control Salt

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	400	TN	Granulated (Crushed) Salt			
			Cargill, Inc. - Deicing Technology Unit	North, OH	$ 76	30,520
			Caprock Marketing, LLC,DBA Lubbock Imports	Lubbock, TX	80	32,000

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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution – Public Works: Consider two resolutions authorizing the Mayor to execute contract 11226 with Ronnie Zahn Paving, Inc. and contract 11226-1 with Unique Paving Materials for secondary asphalt materials, BID 13-11226-DG.

Item Summary

The Street Department uses many asphalt products to fix and repair city streets. The repairs vary from pothole repair to total street reconstruction.

The secondary contracts will allow us to get asphalt materials from multiple vendors when our primary contractor is unable to produce the various mixes due to production problems or mechanical failure. The contracts will ensure our ability to continue paving and repairing our streets without being shut down due to the lack of materials or supplies.

Bids were received from the following companies:

Ronnie Zahn Paving Inc. of Lubbock, TX	$ 1,018,600
Unique Paving Materials of Cleveland, OH	66,500

The contract is awarded by unit price for each item. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The bid tabulation sheet is provided.

Staff recommends contract award to Ronnie Zahn Paving Inc of Lubbock, TX for items one, two, three, four, five, and seven so at such time that we are unable to get these items from our primary contract. Staff recommends contract award to Unique Paving Materials, of Cleveland, OH for item six.

Fiscal Impact

Funding is available in the FY 2012-13 Street Department Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Zahn
Resolution & Contract - Unique

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. 11226 for secondary asphalt materials, by and between the City of Lubbock and Ronnie Zahn Paving, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Zahn Paving, Inc.
April 19, 2013

CONTRACT NO. 11226

CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
Secondary Asphalt Materials

THIS CONTRACT made and entered into this 1st day of **May, 2013**, by and between the City of Lubbock ("City"), and **Ronnie Zahn Paving, Inc**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Secondary Asphalt Materials 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 Secondary Asphalt Materials.

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, Secondary Asphalt Materials and more specifically referred to as Items one, two, three, four, five and 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 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:

TYPE	AMOUNT
Products-Comp/OP AGG	$500,000
Commercial General Liability	500,000
General Aggregate	500,000
Personal and Adv. Injury	500,000
Contractual Liability	500,000
Fire Damage (Any on Fire)	
Automotive Liability	$500,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as primary 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. This Contract consists of the following documents set forth herein; Invitation to Bid No.13-11226-DG, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Ronnie Zahn
Authorized Representative

Ronnie Zahn
Print Name

6608 MLK
Address

LUBBOCK TEXAS
City, State, Zip Code

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Rm 204 Lubbock, Tx 79401-3830	city of lubbock TEXAS	CITY OF LUBBOCK, TEXAS INVITATION TO BID
CONTACT PERSON: **David Gamboa**	AN EQUAL	
TEL: 806.775.2171 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us	OPPORTUNITY EMPLOYER	**BID No. 13-11226-DG**

TITLE: **Secondary Asphalt Materials**	SUBMITTAL DEADLINE: **April 9, 2013 @ 2:00 P.M. CST**
PRE BID DATE, TIME AND LOCATION: ***March 20, 2013 at 10:00 A.M., in CR 204, 2nd Floor, 1625 13th Lubbock, Texas***	*Any bids received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*

RESPONDENT NAME: Ronnie Zahn Paving, Inc.	**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**
MAILING ADDRESS: 6608 MLK Blvd	IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".
CITY – STATE – ZIP: Lubbock TX 79404	THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
TELEPHONE NO: 806-748-1877	
FAX NO: 806-748-6060	IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK PURCHASING DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING DIRECTOR NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
E-MAIL: zahnpaving@pgrb.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 75-1912429	

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS BID IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM ___✓___ YES _____ NO

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? _✓_ YES_____ ____NO

IN COMPLIANCE WITH THIS SOLICITATION, 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 ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the bidder will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Lana Zahn — **Authorized Signature**

Corporate Secretary — **Title**

Lana Zahn — **Print/Type Name**

April 9, 2013 — **Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM
Secondary Asphalt Materials
City of Lubbock, Texas
ITB No. 13-11226-DG

In compliance with the **Invitation to Bid 13-11226-DG**, 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 **13-11226-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	Extended Cost	Delivery Days ARO**
1.	100	TN	Asphalt Stabilized Base (Black Base/TxDOT Type B)	$ 86.00 PG64-22 asphalt	$ 8,600.00	5
2.	3,500	TN	TxDOT Hot Mix Type C	~~$ 100.00~~ 90.00 PG 70-28 asphalt	~~$ 350,000.00~~ 315,000	5
3.	3,500	TN	TxDOT Hot Mix Type D	$ 86.00 PG 64-22 asphalt local rock	$ 301,000.00	5
4.	2,000	TN	TxDOT Hot Mix Type C (to include price to deliver on-site)	$ 100.00 PG 70-28 Asphalt Crushed Rock	$ 200,000.00	5
5.	2,000	TN	TxDOT Hot Mix Type D (to include price to deliver on-site)	$ 86.00 PG 64-22 Local rock	$ 172,000.00	5
6.	500	TN	Cold Mix (UPM Type or Equal)	$ No Bid	$ —	—
7.	200	TN	Bull Mix	$ 110.00	$ 22,000.00	5
****Note: All Hot Mix will be made with PG Grade Asphalt (PG 64/22, 64/28, or 70/28)****						

$10.00 per ton for delivery charge has been added to each unit price. LZ

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Secondary Asphalt Materials with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products

desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of __0__%, net __ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored 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 Ronnie Zahn Paving, Inc 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: Ronnie Zahn Paving Inc

Address: 6608 MLK Blvd

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. None Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Lana Zahn Date: 4-9-2013
Authorized Representative - must sign by hand

Officer Name and Title: Lana Zahn Corporate Secretary
Please Print

Business Telephone Number 806-748-1877 FAX: 806-748-6060

E-mail Address: zahnpaving@pgrb.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 $25,000)*: _____ 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.

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. 11226-1 for secondary asphalt materials, by and between the City of Lubbock and Unique Paving Materials, of Cleveland, Ohio, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Unique Paving
April 19, 2013

CONTRACT NO. 11226-1

CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
Secondary Asphalt Materials

THIS CONTRACT made and entered into this 1st day of **May, 2013**, by and between the City of Lubbock ("City"), and **Unique Paving, Inc**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Secondary Asphalt Materials 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 Secondary Asphalt Materials.

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, Secondary Asphalt Materials and more specifically referred to as Item six 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:

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
Products-Comp/OP AGG	$500,000
Commercial General Liability	500,000
General Aggregate	500,000
Personal and Adv. Injury	500,000
Contractual Liability	500,000
Fire Damage (Any on Fire)	
Automotive Liability	$500,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as primary 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

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. This Contract consists of the following documents set forth herein; Invitation to Bid No.13-11226-DG, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

LEVAS REBER

Print Name

3993 E. 93rd St

Address

Queens OH 44305

City, State, Zip Code

SUBMIT TO:		CITY OF LUBBOCK, TEXAS INVITATION TO BID
CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Rm 204 Lubbock, Tx 79401-3830	city of lubbock TEXAS	
CONTACT PERSON: **David Gamboa**	AN EQUAL	
TEL: 806.775.2171 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us	OPPORTUNITY EMPLOYER	**BID No. 13-11226-DG**

TITLE: **Secondary Asphalt Materials**	SUBMITTAL DEADLINE: April 2, 2013 @ 2:00 P.M. CST
PRE BID DATE, TIME AND LOCATION: ***March 20, 2013 at 10:00 A.M., in CR 204, 2nd Floor, 1625 13th Lubbock, Texas***	*Any bids received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*

RESPONDENT NAME: UNIQUR Paving Materials	**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.** IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".
MAILING ADDRESS: 3993 E. 93 RD ST	
CITY – STATE – ZIP: CLEVELAND OH 44105	THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
TELEPHONE NO: 214-649-7439	
FAX NO: 817-294-3501	IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK PURCHASING DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING DIRECTOR NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
E-MAIL: LREBER@UniqueMaterials.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 34-1601338	

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS BID IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM _____YES __✓__ NO

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm?____ YES____ ____NO

IN COMPLIANCE WITH THIS SOLICITATION, 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 ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the bidder will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature	**Title** Account Executive
Print/Type Name LEVAN REBER	**Date** 4/1/13

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM
Secondary Asphalt Materials
City of Lubbock, Texas
ITB No. 13-11226-DG

In compliance with the **Invitation to Bid 13-11226-DG**, 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 **13-11226-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	Extended Cost	Delivery Days ARO**
1.	100	TN	Asphalt Stabilized Base (Black Base/TxDOT Type B)	$	$	
2.	3,500	TN	TxDOT Hot Mix Type C	$	$	
3.	3,500	TN	TxDOT Hot Mix Type D	$	$	
4.	2,000	TN	TxDOT Hot Mix Type C (to include price to deliver on-site)	$	$	
5.	2,000	TN	TxDOT Hot Mix Type D (to include price to deliver on-site)	$	$	
6.	500	TN	Cold Mix (UPM Type or Equal)	$ 133.00	$ 66,500	30 Days
7.	200	TN	Bull Mix	$	$	
****Note: All Hot Mix will be made with PG Grade Asphalt (PG 64/22, 64/28, or 70/28)****						

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Secondary Asphalt Materials 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 X %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored 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 Unique Paving Materials, corporation organized under the laws of the State of Ohio, or a partnership consisting of —— or individual trading as —— of the City of ——

Firm: Unique Paving Materials

Address: 3993 E. 93rd St

City: Cleveland State: OH Zip 44105

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 4/1/13
Authorized Representative - must sign by hand

Officer Name and Title: Account Executive - LELAND REBER
Please Print

Business Telephone Number 214 649 7439 FAX: 817-294-3501

E-mail Address: LREBER@UNIQUEPAVINGMATERIALS.COM

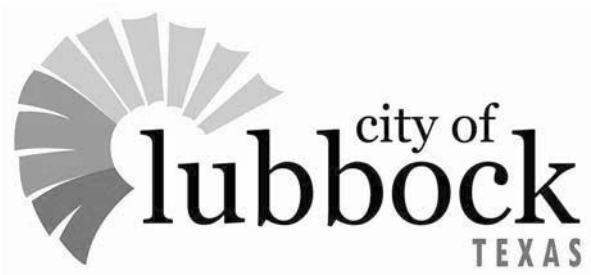
FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $25,000)*: _____ 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
TEXAS

Regular City Council Meeting **5. 8.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute contract 11304 a Retail Service Agreement by and between the City of Lubbock and Virginia Fuller, principal, on behalf of Franklin Mobile Home Park, for drinking water supply protection, and related documents.

Item Summary

The owner of Franklin Mobile Home Park currently purchases water from the City of Lubbock through a meter to serve her tenants. Texas Commission on Environmental Quality (TCEQ) has notified her that she is required to have a contract with the City of Lubbock.

This Retail Service Agreement is in compliance with City of Lubbock Code of Ordiinances Article 22.03.001, and will satisfiy the TCEQ requirements.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

R. Keith Smith, Chief Operating Officer

Attachments

Resolution - Franklin Mobile Home Park

Retail Service Agreement - Franklin Mobile Home Park

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 Retail Service Agreement by and between the City of Lubbock and Virginia Fuller, principal, on behalf of Franklin Mobile Home Park, for drinking water supply protection, and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, PE, Chief Operating Officer

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

ms/Agrmnt Retail Srv –Franklin Mobile Home Park.res
4.18.13

RETAIL SERVICE AGREEMENT
BETWEEN
THE CITY OF LUBBOCK
AND
FRANKLIN MOBILE HOME PARK

This Retail Service Agreement ("Agreement") is entered into this _____ day of May, 2013 by and between the City of Lubbock, Texas ("WATER SYSTEM") and Virginia Fuller, principal, on behalf of Franklin Mobile Home Park ("CUSTOMER").

NOW, THEREFORE, for and in consideration of the premises, and the mutual promises, and agreements set forth herein, the parties agree as follows:

1.0 PURPOSE

The **CITY OF LUBBOCK** ("WATER SYSTEM") is responsible for protecting its drinking water supply from contamination or pollution which could result from improper system construction, configuration, operation, or maintenance on FRANKLIN MOBILE HOME PARK'S ("CUSTOMER") side of the meter or point of delivery. The purpose of this service agreement is to notify the CUSTOMER of the restrictions which are in place to provide this protection. The WATER SYSTEM enforces these restrictions to ensure the public health and welfare. The CUSTOMER must sign this agreement before the WATER SYSTEM will begin service. In addition, when service to an existing retail connection has been suspended or terminated, the WATER SYSTEM will not re-establish service unless it has a signed copy of this agreement.

2.0 RESTRICTIONS

The following unacceptable practices are prohibited by State regulations as outlined in 30 TAC Subchapter D Rule 290.47(b).

A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device.
B. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
C. No connection which allows water to be returned to the public drinking water supply is permitted.
D. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
E. No solder or flux which contains more than 0.2 % lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

3.0 SERVICE AGREEMENT

The term of this Agreement shall be for five (5) years from the effective date hereof, and shall only be renewed or extended upon mutual written consent of the parties.

The following are additional terms of the service agreement between the WATER SYSTEM and the CUSTOMER.

A. The WATER SYSTEM will maintain a copy of this agreement as long as the CUSTOMER and/or the premises is connected to the WATER SYSTEM.
B. A Reduced Pressure Zone (RPZ) prevention device or air gap shall be maintained at all times by the CUSTOMER at the point of delivery. All costs associated with the installation, maintenance, and testing of this backflow prevention device shall be the sole responsibility of the CUSTOMER. The plans of such RPZ prevention device or air gap shall be approved in writing by the WATER SYSTEM and any and all regulatory agencies with appropriate jurisdiction, including the Texas Commission of Environmental Quality (TCEQ). At no time shall a by-pass be installed on or around the backflow prevention device.
C. The CUSTOMER shall permit WATER SYSTEM personnel or designated agents to enter upon the property of the CUSTOMER for the purpose of inspecting any and all facilities of both parties relating to and regarding necessary sanitary control. Should the WATER SYSTEM have reasonable grounds to believe that any condition exists which might result in contamination of the WATER SYSTEM's water supply or jeopardize any of their certifications with the TCEQ and/or any other federal, state, or local regulatory permits or certifications, then the WATER SYSTEM shall notify the CUSTOMER. The CUSTOMER shall immediately correct such condition.
D. In the event the CUSTOMER fails to correct such condition then the WATER SYSTEM may, at its sole discretion, either correct the condition, at the CUSTOMER'S expense, and include the cost of materials and labor in subsequent billing statements, or cease delivering water until such condition is corrected to the satisfaction of the WATER SYSTEM.
E. In the event the WATER SYSTEM determines that contamination of CUSTOMER'S water supply actually exists, the WATER SYSTEM shall have the absolute right to discontinue service to the CUSTOMER until such time as said contamination has been eliminated by the CUSTOMER.
F. Nothing herein shall be construed to impose upon the WATER SYSTEM the duty and obligation to make any inspection or to regulate the quality of water beyond the point of delivery to the CUSTOMER, and the CUSTOMER shall be solely responsible for the operation, maintenance, regulation, employment and prudent management of all facilities beyond the point of delivery and the use and delivery of water herein to the CUSTOMER'S Users.

4.0 ENFORCEMENT

If the CUSTOMER fails to comply with any of the terms of this Retail Service Agreement, the WATER SYSTEM shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the CUSTOMER.

5.0 MISCELLANEOUS

A. Indemnity/Hold Harmless. CUSTOMER agrees to indemnify, protect, defend, and hold harmless WATER SYSTEM, its officers, elected officials, agents, representatives, and employees from all suits, actions, losses, damages, claims, or liability of any 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 by or sustained by any person or persons or property arising out of, or occasioned by, CUSTOMER, its agents, or employees in connection with the performance or underlying subject matter of this Agreement.

B. Authority. The undersigned represent that they have the authority to execute this instrument, and bind their respective parties to all obligations undertaken in this Agreement.

C. Severability. The parties hereto agree that should any provision herein be declared invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected, and shall remain in full force and effect.

D. Force majeure. In the event that WATER SYSTEM shall be prevented from performing any of its obligations due under the terms of this Agreement by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, WATER SYSTEM shall be excused from any further performance of the obligations and undertakings set forth under the terms of this Agreement.

E. Venue. The parties agree that venue for any dispute arising under or related to this Agreement shall be in Lubbock County, Texas.

F. Non-arbitration. The WATER SYSTEM 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 WATER SYSTEM shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

CITY OF LUBBOCK, TEXAS

FRANKLIN MOBILE HOME PARK

By: _____

Date: _____

_____

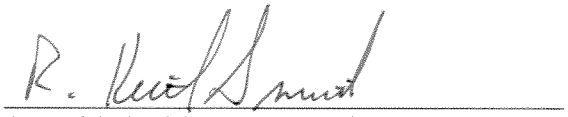
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

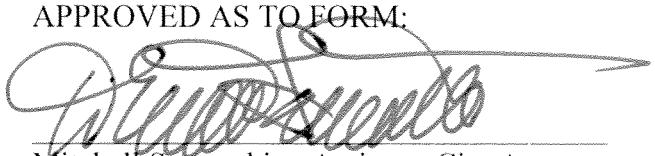
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

ms/Retail Serv. Agrmnt.
04.18.13

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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11219 with L. Howard Construction for the Southeast Water Reclamation Plant (SEWRP) 2nd Feed Water Line Project, BID 13-11219-MA.

Item Summary

Currently the Southeast Water Reclamation Plant (SEWRP) water supply is provided from a dead-end main. In order to provide the SEWRP with a redundant (looped) supply of potable water an 8-inch water line will be constructed from 50th Street and Guava Avenue to the existing water main located at the SEWRP entrance.

This project will involve the installation of 2,400 linear feet of PVC water main and a backflow prevention device for the plant.

Bids were received from the following contractors:

L. Howard Construction, Inc. of Abernathy, TX	$174,763
Deerwood Construction of Lubbock, TX	180,999
Thunder Well Services of Shallowater, TX	225,715
Utility Contractors of America of Lubbock, TX	235,662

This contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual quantities installed. The price per unit will not change.

Staff recommends contract award to the lowest bidder, L. Howard Construction, Inc. of Abernathy, TX, for $174,763. The time for completion is 90 consecutive calendar days with liquidated damages of $100 per consecutive calendar day in excess of the time set.

Fiscal Impact

$3,122,000 is appropriated in Capital Improvement Project 91035, Water Lines Ahead of Street Pavings, with $174,763 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Chief Operating Officer

Attachments

Resolution & Contract - L. Howard Construction

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. 11219 for Southeast Water Reclamation Plant 2nd feed water line, by and between the City of Lubbock and L. Howard Construction, Inc., of Abernathy, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-L. Howard Construction, Inc.
April 19, 2013

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 4-17-13

PROJECT NUMBER: 91035- Southeast Water Reclamation Plant 2nd Feed Water Line

Bid of L. HOWARD CONSTRUCTION, INC. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Southeast Water Reclamation Plant 2nd Feed Water Line , having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Mobilization - Contractor mobilization including move-in, set up, move-out and clean up cost.	1	LS	8,322.00	8,322.00
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	1,625.00	1,625.00
3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	7,469.00	7,469.00
4	Locate, survey and stake alignment for water lines based on existing water utility locations and contract drawings.	1	LS	2,220.00	2,220.00
5	Trench Safety - Completely designed and placed under the supervision of TX Prof. Engr as needed.	1	LS	2,000.00	2,000.00
6	Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	1377	LF	34.00	46,818.00
7	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work.	1023	LF	27.00	27,621.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
8	Furnish 16" diam. (1/2" thick) steel encasement in open cut trench as herein specified, including all equipment, tools, and labor to perform work.	18	LF	119.00	2,142.00
9	Furnish and install 8" C-900 DR-18 approved water pipe inside casing and tested as herein specified, including all spacers, joint restraints, equipment, tools, and labor to perform work.	18	LF	31.00	558.00
10	Furnish and bore 12" (3/8" thick) steel encasement as herein specified, including all equipment, tools, and labor to perform work.	160	LF	121.00	19,360.00
11	Furnish and install 6" C-900 DR-18 approved water pipe inside casing and tested as herein specified, including all spacers, joint restraints, equipment, tools, and labor to perform work.	160	LF	24.00	3,840.00
12	Furnish and install 6" C-900 DR-18 approved water pipe under existing paving by caseless bore as herein specified, including all joint restraints, equipment, tools, and labor to perform work.	43	LF	51.00	2,193.00
13	Furnish and install 8" Gate Valves and boxes as herein specified, including all equipment, tools, and labor to perform work.	3	EA	1,725.00	5,175.00
14	Furnish and install 6" Gate Valves and boxes as herein specified, including all equipment, tools, and labor to perform work.	3	EA	1,240.00	3,720.00
15	Furnish and install 10"x6" tapping sleeves & valves as herein specified, including all equipment, tools, and labor to perform work.	1	EA	3,525.00	3,525.00
16	Furnish and install 6"x4" tapping sleeves & valves as herein specified, including all equipment, tools, and labor to perform work.	1	EA	2,460.00	2,460.00
17	Provide ductile iron fittings (bends, tees, reducers & plugs) for all water lines, including all equipment and labor required for installation.	885	LB	13.00	11,505.00
18	Provide 6" Reduced Pressure Zone (RPZ) device, connections, riser pipe and fittings as herein specified, including all equipment, tools and labor to perform work.	1	EA	9,380.00	9,380.00
19	Provide "Hot Box" and concrete pad for RPZ	1	EA	8,830.00	8,830.00
20	Flowable backfill as approved, complete and in place per COL Specifications.	50	CY	120.00	6,000.00

Extended Total: $ 174,763.00

Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Bid Bond in the sum of EIGHT THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS FIFTEEN CENTS Dollars ($ 8,738.15), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: 4-17-13

L W Howard
Authorized Signature

L. W. Howard
(Printed or Typed Name)

L. HOWARD CONSTRUCTION, INC.
Company

380 FM 54
Address

ABERNATHY, HALE
City, County

TEXAS, 79311
State Zip Code

Telephone: 806 - 832-5018

Fax: 806 - 832-1097

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2869043

EMAIL: lhowardconst@valornet.com
lh_estimating@windstream.net

(Seal if Bidder is a Corporation)

ATTEST:
Jackie Howard
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 4-4-13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Mar 22, 2013 5:04:52 PM CDT

City of Lubbock, TX
Capital Project
Project Cost Detail
May 1, 2013

Capital Project Number:	91035
Capital Project Name:	Water Lines Ahead of Street Paving

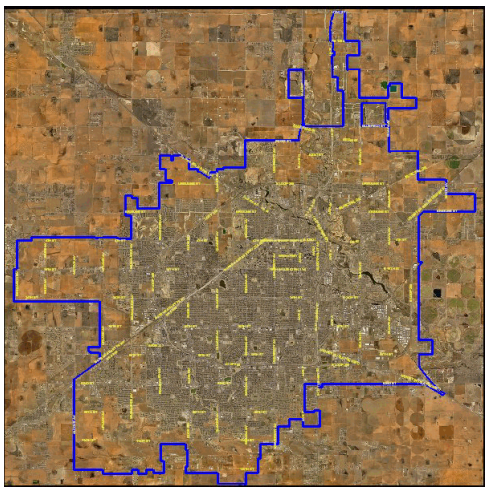
	Budget
Encumbered/Expended	
City of Lubbock Staff	$ 200,057
Advertisement	673
Professional Services	5,961
Hugo Reed & Associates	2,229
Water Line Improvements	305,014
Alan Butler	479,173
HD Weaver Ditching	31,604
Mickie Services Company	12,900
Wright Construction	475,036
Armor Asphalt	1,337
Lewis Construction	156,999
FM 1585 Water Line: From Milwaukee to Iola Ave.	134,393
Sewer Line Improvements	45,396
Agenda Items May 1, 2013	
L. Howard Construction	174,763
Encumbered/Expended to Date	2,025,535
Estimated Costs for Remaining Appropriation	
Water System Improvements	1,096,465
Remaining Appropriation	1,096,465
Total Appropriation To Date	$ 3,122,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Relocate and install water lines ahead of municipal, county, and state paving projects and future development including but not limited to the Gateway Paving Projects.

Project Justification

The project is an annual water line installation program coordinated with street paving projects.

Project History

This is part of an annual water line installation program coordinated with street paving projects.

$375,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $263,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$300,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$1.1 million was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$360,000 was apropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$400,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $400,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	3,122,000	550,000	460,000	460,000	500,000	500,000	500,000	6,092,000
Total Project Appropriation	3,122,000	550,000	460,000	460,000	500,000	500,000	500,000	6,092,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2003 Tax and Waterworks Revenue CO's	112,000	0	0	0	0	0	0	112,000
FY 2007 10-year Tax Supported CO's	300,000	0	0	0	0	0	0	300,000
FY 2007 Water Revenue CO's	360,000	0	0	0	0	0	0	360,000
FY 2008 Water Revenue CO's	1,100,000	0	0	0	0	0	0	1,100,000
FY 2010 Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2014 Water Revenue CO's	0	550,000	0	0	0	0	0	550,000
FY 2015 Water Revenue CO's	0	0	460,000	0	0	0	0	460,000
FY 2016 Water Revenue CO's	0	0	0	460,000	0	0	0	460,000
FY 2017 Water Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2018 Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2019 Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Total Funding Sources	3,122,000	550,000	460,000	460,000	500,000	500,000	500,000	6,092,000

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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11292 a Professional Services Agreement with Alan Plummer Associates, Inc. (APAI) for the final design of the Northwest Water Reclamation Plant (NWWRP).

Item Summary

Over the past several decades, the City has experienced significant growth in the Northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest sewer shed. To alleviate these capacity issues, the 2009 Wastewater Master Plan and the 2012 feasibility study recommended commissioning a new Northwest Water Reclamation Plant (NWWRP) and associated conveyance systems.

Alan Plummer Associates, Inc. along with consultants Enprotec/Hibbs & Todd, Inc., HDR, Inc., and Hugo Reed and Associates, performed a feasibility study for the NWWRP. The team has substantial skill and experience with public water reclamation plants and related infrastructure necessary to design a new water reclamation plant.

The scope of the contract includes design of a raw wastewater diversion and conveyance system; and design of new wastewater treatment process plant, treated effluent conveyance system and discharge outfall structure. The treatment process, hydraulics, and plant capacity will be in accordance with the Texas Commission on Environmental Quality requirements for stream quality effluent.

Contract negotiations were conducted with Alan Plummer Associates, Inc. and fair and reasonable hourly rates were agreed for a total amount not to exceed $8,841,689.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$22,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Plant, with $8,841,689 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Alan Plummer Associates

Agreement - Alan Plummer Associates

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 to design the construction of the Northwest Water Reclamation Plant by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Alan Plummer Associates, Inc.
March 28, 2013

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for Northwest Water Reclamation Plant (NWWRP), resultant to the NWWRP Feasibility Study (Contract 9933) is entered into this 1st day of May 2013, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc. (the "Engineer"), a Texas Corporation.

WITNESSETH

WHEREAS, Engineer has performed the Feasibility Study for the Northwest Water Reclamation Plant and has substantial skill and experience with public water reclamation plants and related infrastructure necessary to design a new Water Reclamation Plant (the "Project"), more specifically described as follows:

City intends to design and construct the new Lubbock Northwest Water Reclamation Plant with new discharge outfall location, as well as the raw wastewater diversion and conveyance system, sludge pipe conveyance system, and treated effluent conveyance system. The treatment process, hydraulics, and plant capacity will be in accordance with the Texas Commission on Environmental Quality (TCEQ) requirements. Engineer will perform structural, architectural, HVAC, mechanical, SCADA, and electrical/instrumentation design associated with the water reclamation plant and associated conveyance systems. Engineer is to provide route alignment studies, equipment preselection, preliminary design engineering services for the NWWRP and the associated offsite conveyance systems, and surveying for the offsite pipelines (raw wastewater diversion interceptor, north, and south water lines, outfall pipe, and sludge pipe), as well as final design services for the NWWRP and offsite conveyance systems, easement acquisition assistance, and advertise/bid phase services for five projects

(NWWRP and four offsite projects), which are all included in Exhibit A of this contract as authorized by the City.

WHEREAS, Engineer has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for the price provided herein, said price stipulated by City and Engineer to be a fair and reasonable price;

WHEREAS, the City desires to contract with Engineer to perform services related to the Project and Engineer desires to provide the services related to same.

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

ARTICLE I

Services

1.01 Engineer shall conduct all activities and within such time frames, as set forth on Exhibit "A", "Scope of Services – attached hereto (the "Services").

1.02 Engineer's Personnel at the Project Site: The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to City and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any

contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel. Conditions which may appear unsafe to the Engineer will be reported to the Contractor and the City.

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be a not to exceed amount of $8,841,689 as provided in Exhibit "B". Billing rates for time and materials portions are provided in Exhibit "C," attached hereto. The materials and labor amounts shall be invoiced to the City monthly for work performed.

2.02 This Agreement shall expire nine hundred twenty (920) calendar days following Notice to Proceed. Additionally, the City may terminate this Agreement by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice.

2.03 The Engineer's compensation is based on timely authorization to proceed and timely completion of the Project. If the Project timing deviates from the assumed schedule for causes beyond the Engineer's control, the Engineer may request renegotiation of those portions of the compensation affected by the time change.

2.04 If the Engineer determines that additional time is required to complete the Services, the City Manager, or her designee, may 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 any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01

a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be

continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V

Insurance/Indemnity

5.01 Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all

operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

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

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

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

The City shall be listed as additional insured with respect to the Automobile Liability and Commercial General Liability on a primary and non contributory basis to include product-comp/op and provide a waiver of subrogation in favor of the city of Lubbock Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide

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

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. Any termination of workers' compensation insurance coverage by Engineer or any cancellation or non-renewal of workers' compensation insurance coverage for the Engineer shall be material breach of this contract. 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 Agreement.

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

Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney's fees, as a result of, related to, arising from, or related to Engineer's use or occupation of City owned lands, and/or any matter related to Engineer's activities, performances,

operations or omissions under this Agreement to the extent of Engineer's negligence of any kind or type. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VI

Miscellaneous

6.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein at the time services are performed.

6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

John Turpin, P.E.
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-2051

For Engineer:

David A. Gudal, P.E.
Alan Plummer Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107
Facsimile No. (817) 870-2536

6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

6.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.

6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and

enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

6.07 Any and all final documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above. The City will assume sole liability for any reuse or modification of the Engineer's work product. The Engineer may make copies of any and all work products for its files.

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

6.09 Except as otherwise provided herein, neither City nor Engineer may assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The term "Engineer", as used in and for all purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

6.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.

Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

ALAN PLUMMER ASSOCIATES, INC.

By: _____

Name: David A. Gudal, P.E.

Title: Principal

CITY OF LUBBOCK

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

L. Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____

City Attorney

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A is part of the Agreement between Alan Plummer Associates, Inc. (APAI) (the "Engineer") and the City of Lubbock (the "City") for a Project generally described as:

NORTHWEST WATER RECLAMATION PLANT

The purpose of this Agreement is as follows:

> This Exhibit A includes pipeline route alignment, preliminary engineering design services, equipment preselection, surveying, final design, bid phase services, and easement acquisition assistance for the Northwest Water Reclamation Plant and associated conveyance systems. This Agreement may be amended, at the City's sole discretion, to include construction phase services per Article II, Paragraph 2.04 of the Agreement.

SCOPE OF SERVICES

The ENGINEER agrees to furnish the CITY with the following specific services:

BASIC ENGINEERING SERVICES

Task 1. Level I or 30% Design

Perform Level I engineering design services for the Northwest Water Reclamation Plant. Advise City as to the necessity of the City providing or obtaining data or services from others and assist the City in connection with any such services.

1.1 Based on the Feasibility Study Design Basis Memorandum (DBM), perform process design calculations for 3 MGD design flow. All information developed for the 6 MGD scenario during the Feasibility Study Phase will be utilized to the extent possible. Develop a detailed process design drawing including all treatment process units with flow rates. Develop additional process information needed including sample locations, instrument locations, flow meters, etc., and utilize treatment units' sizes and volumes, equipment sizes and types, horsepower requirements, and chemical dosages from Feasibility Study Phase, modified for 3 MGD flow. The initial design flow is 3 MGD, with subsequent expansion to 6 MGD, with peak 2-hour flows of up to 18 MGD. Future plant site build out is for design flow of 18 MGD. Based on process models set up in Feasibility Study Phase and DBM information, perform process modeling to reflect design conditions.

1.2 Develop preliminary process and instrumentation drawings (P&IDs) and prepare operation and control descriptions for the plant processes. Include automatic sampler

locations, all equipment and valves, and all instruments on P&IDs. Approximately 20 P&IDs will be developed.

1.3 Perform process calculations for the aeration basin air supply system, and for the foul air treatment systems (odor control facilities) for the raw wastewater pump station, headworks facilities, primary clarifiers, and peak flow storage facilities.

1.4 Perform hydraulic calculations for the treatment facility and flow split structure(s). Develop a hydraulic profile drawing. Develop system head curves for each pump station and perform pump selection. Determine piping sizes and materials for all piping. Develop plant drain and plant water schematics. Develop interceptor flow model revisions for diversion pipeline and determine design flows along pipe including initial year, ultimate, and three intermediate conditions.

1.5 Perform Alternative Evaluations for Equipment Selection for the following:

- Aeration Basin Blowers (Multistage vs. Turbo)
- Equalization/Peak Flow Storage Tank (Precast Concrete vs. Glass Coated Steel)
- Concrete Tank vs. Glass Lined Steel Tank for Primary Clarifiers
- Membrane Bioreactor System (Hollow Fiber and Flat Sheet Types, up to four (4) manufacturers). Engineer shall coordinate three (3) site visits with City staff, up to six (6) days total, to treatment plants currently utilizing equipment being considered for the NW WRP.
- Two (2) alternative activated sludge systems (Aeration Basins with anoxic zone, fine pore diffusers, vs. Ovivo Carousel with vertical shaft aerator/mixer)

Selection of other equipment will be based on the equipment table in the DBM, which was developed in the Feasibility Study phase. Note that this design is based on the City **NOT** accepting septic or grease trap haulers at the NWWRP. No provisions are included to accommodate it.

1.6 Develop electrical loads for the 3 MGD and 6 MGD plant. Determine backup generator size for 3 MGD with automatic transfer switch (ATS). Coordinate with power company for electrical service to the site to serve current and future loads. Develop one-line drawings and switchgear/MCC building layouts for 3 MGD and 6 MGD facilities.

1.7 Determine programmable logic controller (PLC) locations and develop supervisory control and data acquisition (SCADA) block diagram for plant. Perform designs for instrumentation and controls including PLCs, as necessary, for the facilities. All equipment should have provisions for monitoring and start/stop from SCADA. Prepare specifications and designs for the incorporation of all equipment and instruments to the SCADA/human machine interface (HMI) system. Develop the extent of programming for the PLCs to be performed by a general construction contractor. Identify communication strategy to other city facilities and plant security requirements such as

cameras and door intrusion alarms. Entry and exit gates shall have gate openers with security/controlled access features.

1.8 Conduct space planning meeting with City staff for operations and maintenance spaces. Develop floor plans and building elevations for operations building and maintenance building. Maintenance space to include restroom and locker area. Note maintenance space may be combined with electrical building and/or membrane bioreactor (MBR) gallery, blower building, and chemical feed area. Develop mechanical/electrical/plumbing (MEP) and heating, ventilation, air condition (HVAC) concepts, and basis of design criteria for all buildings in the plant. Buildings may include chemical feed, motor control center (MCC), headworks, fine screening, equalization basin mixing and relift pumps, plant water pumps, and sludge pumping stations. Provide rendering of site in electronic format. Submit draft of rendering for City review. Discuss roof colors and other colors prior to showing on rendering.

1.9 Develop site plan drawing and preliminary civil drawings including paving, grading, drainage, and yard piping plans. Develop front entry fence and gate concepts and landscaping approach. Identify and coordinate requirements for storm drainage including provisions to contain storm flows and accidental overflows. Determine locations of existing abandoned oil well casings and approach to modification for plant facilities.

1.10 The Engineer shall submit to the City an Opinion of Probable Construction Cost based on current area, volume, or other unit costs and which indicates the cost of each category of work involved in construction of the Project. In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

1.11 Perform Level I design for offsite pipelines including raw wastewater diversion pipeline, effluent outfall pipeline, sludge pipeline, and two potable water pipelines (north and south of Clovis Highway) per the Feasibility Study Report. Develop preliminary (Level I) plan and profile drawings for each pipeline and for outfall structures. The diversion pipeline and water line north of Clovis Highway will be developed as independent projects with accelerated design (two (2) offsite projects and sets of plans). The outfall pipeline will be a separate project, as will the sludge pipeline and water line south of Clovis Highway, which share an easement (total of four offsite construction projects). Provide access route to outfall location.

1.12 Develop preliminary mechanical drawings (Level I) for the plant facilities based on the DBM and P&IDs developed. Prepare draft technical specifications for the major equipment items. Facilities include the following:

- Gravity Diversion Flow Split Structure (Note Pump Station at Diversion Point 1 is not being designed at this time.)
- Influent Lift Station with Odor Control
- Bar Screen/Flow Metering
- Grit Removal System
- Headworks Odor Control
- Primary Clarifier with Sludge Pump Station and Odor Control
- Chemical Storage and Feed Systems (2)
- Equalization (EQ)/Peak Flow Storage Basin (PFSB) with Mixing and Odor Control and Relift Pump Station
- Fine Screen with Odor Control
- Aeration Basins
- Membrane Bioreactors
- Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) Pump Stations
- Aeration Equipment with Air Piping
- Ultraviolet (UV) Disinfection/Post Aeration/Effluent Flow Meter
- Outfall Structure
- Plant Water Pump Station
- Recycle Meter Station (return Flow to Influent Lift Station)

1.13 Flow Monitoring – Continue flow and rainfall monitoring at both locations installed during the Feasibility Study Report Phase, for 3 months. Update Flow Monitoring Technical Memorandum following completions.

1.14 Develop a preliminary design report containing the above preliminary design information with DBM flow and quality information. Submit the report to the TCEQ following incorporation of City comments.

1.15 Deliverables

1.15.1 Submit five (5) copies of the prepared memoranda, specifications, P&IDs, preliminary civil and mechanical drawings, electrical one-line and MCC layouts, SCADA block diagrams, and communication drawings (11" x 17") to the City for review. All deliverables shall include one digital file on portable media such as thumb drive.

1.15.2 Submit five (5) copies of the architectural floor plans and elevation drawings, MEP and HVAC concepts, and basis of design criteria memorandum for all plant buildings to the City for review. All deliverables shall include one digital file on portable media such as thumb drive.

1.15.3 Submit five (5) copies of the draft preliminary design report to the City for review. Incorporate comments and submit five (5) copies of the report

submitted to the TCEQ. All deliverables shall include one digital file on portable media such as thumb drive.

Task 2. Equipment Preselection

2.1 Develop two equipment preselection front-end documents (one for MBR equipment and one for remaining equipment) in conjunction with City for obtaining equipment proposals for up to 10 equipment packages, including the following equipment:

Preselection Package No. 1:

- MBR package with aeration equipment, 2 mm fine screens with washers/compactors, activated sludge control system, instruments, submersible mixers, and RAS pumps

Preselection Package No. 2:

- ¼-inch screens/washers/compactors
- Grit Removal System
- UV equipment
- Generator with ATS and switchgear
- Primary clarifier mechanism, possibly in glass lined steel tank
- Submersible pumps
- Positive displacement pumps
- Glass lined steel vs. precast concrete tanks for EQ/PFSB
- Odor Control Package

2.2 Develop equipment specifications for above equipment items. Develop performance requirements, and information necessary for evaluation of proposals. MBR packages will be evaluated based on experience, reliability, operation and maintenance requirements, power usage, chemical usage, membrane replacement cost and life as well as equipment and construction costs of each, and other non-cost factors. Up to four MBR suppliers will be evaluated for prequalification requirements and proposals based on criteria established in conjunction with City.

2.3 Assist the City during two advertisement projects for equipment proposals. Respond to requests for information and prepare addendum items.

2.4 Attend two prebid meetings and two proposal evaluation meetings with the City.

2.5 Perform proposal reviews for conformance to the specifications and contract documents.

2.6 Prepare proposal review summary and selection recommendation letters for each equipment item.

Task 3. Level II/III Design

3.1 Based on the Level I design (Exhibit A, Paragraph 1.12), the Engineer shall prepare, for approval by the City, five (5) sets of Plans, Specifications, and Contract Documents including (1) NW WRP, (2) Sludge Pipeline, and Potable Water Pipeline south of Clovis Highway, (3) Outfall Pipeline, (4) Diversion Interceptors, and (5) Potable Waterlines north of the Clovis Highway. Drawings and Specifications will set forth in detail the requirements for the construction of the Projects, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The Standard of Care applicable to the Engineer's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Engineer will re-perform any service not meeting this Standard of Care without additional compensation. Engineer will utilize Engineer's standard details.

3.1.1 Allowances will be included in the bid form to cover furniture for the Operations Building, Lab glassware and equipment, maintenance equipment, tools, and grounds care equipment, as determined by the City. Engineer will identify lists of potential equipment, but not develop detailed specifications for them.

3.2 Definition of Design Levels:

3.2.1 Level II – The plans and specifications will be approximately 60 percent complete at this level.
3.2.2 Level III – The plans and specifications will be approximately 90 percent complete at this level.

3.3 Contract Documents:

The Engineer shall assist the City in preparation of necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the City and general contractor. Engineer will use the City's "front-end" documents for the Project. Engineer will use the Engineer's technical specifications.

3.4 Opinion of Probable Construction Cost:

The Engineer shall advise the City of any adjustments to the Opinion of Probable Construction Cost prepared during Level I at both the Level II and Level III phases, as described in Exhibit A, Paragraph 1.10.

3.5 Authorities having jurisdiction and permits:

3.5.1 The Engineer shall assist the City in connection with the City's responsibility, if any, for filing documents required for the approval of governmental authorities

having jurisdiction over the Project. This coordination shall include submitting plans to the following agencies, when required:

- Texas Commission on Environmental Quality (TCEQ).
- A Registered Accessibility Specialist for the Texas Department of Licensing and Regulation to verify conformance with the Texas Accessibility Standards.
- City Departments
- Texas Parks and Wildlife

3.5.2 Assist in preparing permit applications associated with those items listed in Paragraph 3.5.1.

3.5.3 Preparation of detailed applications for government grants or loans, or environmental and/or archeological surveys will be provided as Special Services, if required and not outlined in Basic Services.

3.5.4 Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

3.6 Furnish the City, when requested, the engineering data necessary for applications for the routine permits required by local, state, and federal authorities including general United States Army Corps of Engineers 404 permits.

3.7 Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected or services may be required for the Project.

3.8 Deliverables:

3.8.1 Furnish five (5) sets of the specifications, drawings (11" x 17"), and contract documents for each of the five (5) projects to the City for Level II review.

3.8.2 Furnish five (5) sets of the specifications, drawings (11" x 17"), and contract documents for each of the five (5) projects to the City for Level III review.

3.8.3 Furnish five (5) sets of the specifications, drawings (11" x 17"), and contract documents for each of the five (5) projects marked "preliminary" for final approval by the City. All deliverables shall include one digital file on portable media such as thumb drive.

3.8.4 Upon final approval by the City, the Engineer will provide the City with one (1) full-size (22" x 34") set and five half-size (11" x 17") sets of "final" plans and specifications for each of the five (5) projects. Furnish electronic version to purchasing. Develop 3D model of NWWRP site with yard piping and duct banks.

Task 4. Advertisement and Bid Phase

4.1 Advertisement:

4.1.1 Assist the City in securing proposals, issuing notice to bidders, and notifying construction news publications of the five (5) Projects.
4.1.2 The City's purchasing department will handle advertising for bids. Participate in pre-bid conferences at locations designated by the City for each of the five (5) projects (ten (10) pre-bid conferences total).
4.1.3 Respond to questions and prepare addenda for City to issue, as required.

4.2 Bid Opening:

4.2.1 Assist the City in opening, tabulation, and analyses of the proposals received for the five (5) projects and furnish recommendations on the award of the three contracts or the appropriate actions to be taken by the City.
4.2.2 Participate in proposal review and assessment meetings in Lubbock for each of the five (5) projects (up to ten (10) meetings).
4.2.3 Prepare conformed specifications and drawings for each project based upon addenda issued during advertisement.

4.3 Deliverables:

Furnish City two (2) full-size (22" x 34") sets, five half-size (11" x 17") sets of "conformed" plans and specifications, and one electronic copy for each of the five (5) projects. All deliverables shall include one digital file on portable media such as thumb drive.

Task 5. Meetings and Workshops

Meetings and Workshops will be conducted for the design of the project as a whole. When possible, review meetings of specific offsite projects will be combined, two projects per meeting. Meetings for obtaining equipment quotes are in Task 2, for the Advertisement and Bid Phase are included in Task 4; all other meetings and workshops for design phases are in Task 5.

5.1 Kick-off Meeting

Attend a kick-off meeting with the City at the City's facility to review the scope of work, discuss the work plan, verify City's requirements for the project, review the schedule for the project. Review project deliverables, workshops, and meetings. Kickoff meeting will be conducted at same time as Workshop No. 1 (below).

5.1.1 Deliverables:

Furnish electronic copy of meeting minutes.

5.2 Project workshops and review Meetings

Conduct project workshops and review meetings at the City's facility. Overall project updates will be provided at the workshops and review meetings. Separate Project Update Meetings will not be held. Prior to meeting, send out electronic copy of agenda. Information to be discussed at workshops and meetings shall be sent out ten days prior to meeting. Workshops and meetings anticipated during the design phase are as follows:

Workshop No. 1	-	Architectural Concepts (Space Planning, Floor Plans) and Architectural/building Concepts, Elevations, Materials
Workshop No. 2	-	MBR Equipment and Other Equipment/Treatment Unit Concepts, including Operation and Control Discussions, Instrumentation, SCADA/Communication/Security Items, and Electrical
Workshop No. 3	-	Offsite Pipeline Concepts (all 4)

Review Meeting No. 1	-	Equipment Preselection Documents and Basis of Design Memorandum and Level I Design Documents – NWWRP with P&IDs, Hydraulic Profile
Review Meeting No. 2	-	Level I Design Documents – Offsite Projects Diversion Interceptor, Sludge Pipe, and South Waterline, Outfall and North Waterline
Review Meeting No. 3	-	Level II Design Documents –Offsite Projects - Diversion Interceptor, Sludge Pipe and South Waterline
Review Meeting No. 4	-	Level III Design Documents – Offsite Project - Diversion Interceptor, Sludge Pipe, and South Waterline
Review Meeting No. 5	-	Level II Design Documents – NWWRP
Review Meeting No. 6	-	Level II Design Documents – Offsite Project- Outfall and North Waterline
Review Meeting No. 7	-	Level III Design Documents – NWWRP
Review Meeting No. 8	-	Level III Design Documents – Offsite Project – Outfall and North Waterline

5.3 Meetings and presentations with City Management

Prepare for and participate in one (1) meeting with City Management as requested by the City.

5.4 Quality Control (QC) Review Meetings

5.4.1 Conduct QC review meetings for each of the deliverables for the five projects utilizing senior staff members.

5.5 Deliverables:

5.5.1 Kick-off Meeting: Electronic copy of the meeting minutes.
5.5.2 Workshop Nos. 1-3: Electronic copy of the meeting minutes.
5.5.3 Review Meeting Nos. 1-8: Electronic copy of the meeting minutes.

5.5.4 QC Review Meetings (8): Electronic copy of the meeting minutes of each meeting.

Task 6. Project Management

6.1 Provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks

6.2 Prepare a project management plan including scope, budget, schedule, communication, project team, and file organization.

6.3 Conduct internal team coordination meetings as required to accomplish the work.

6.4 Provide monthly status updates to the City describing and showing the percent complete for scope tasks and the issues, budget status, and schedule.

6.5 Coordinate, prepare, and review monthly invoices for payment.

6.6 Maintain and update on a monthly basis, an action item log, a decision log, and project change log as well as the schedule in an electronic online system (i.e., Project Mates). Post all deliverables on online accessible system.

Task 7. Pipeline Alignment Corridor, Surveying, Easement Preparation, and Utility Locates for Offsite Pipelines

7.1 Determine and summarize the alignment corridor for the raw wastewater diversion pipeline, the treated effluent pipeline to the discharge site, the sludge pipeline to the existing interceptor, and the north and south potable water pipelines and identify the significant utilities that may impact the alignment, and the needed easements both permanent and temporary.

7.2 Perform surveying for the plant site, and for the four offsite pipelines (Diversion interceptor, Outfall, Potable Water Line, and Sludge Pipeline). Provide boundary surveys of properties that City may need to acquire or obtain easements on and conduct deed research. Properties to assess acquisitions include the four offsite pipelines, the WRP site, and the wastewater pump station site near Diversion Point No. 1. City to obtain rights of entry. Prepare survey plats with legal descriptions of each easement and property necessary to acquire. Perform subsurface utility locates at critical locations for the above four pipelines. Prepare permits for railroad and TxDOT crossing permits.

Task 8. Geotechnical Investigation

8.1 Perform soil borings on plant site and offsite locations required for design. Perform soil testing and develop foundation design parameters for plant facilities and offsite structures.

8.1.1 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made.

8.1.2 Because of the inherent uncertainties in subsurface evaluations, changes or unanticipated underground conditions may occur that could affect the total Project cost and/or execution. Such changed conditions and cost/execution effects are not the responsibility of the Engineer.

Task 9. Easement Acquisition Assistance for Diversion Interceptor, North waterline, Outfall Pipe, and Sludge Pipe with South Water Line

9.1 Permission from land owners of affected parcels will be obtained and signed documentation provided to others requiring access to the subject tracts to fulfill specific contractual obligations. If necessary, negotiations for compensation for right-of-entry will be conducted in consultation with the COL.

9.2 Obtain services and develop appraisals and valuations for each parcel (approximately 75 parcels).

9.3 At the request of the City, contract with qualified property agents to negotiate easements, conditions, terms, and costs as directed by the City. Provide title policies for each property for City review.

9.4 Title Review For Oil & Gas Leases And Severed Mineral Rights
A review of the Title Commitment will be performed to ascertain if any outstanding oil and gas leases are effective and valid for each parcel. Review Title Commitment in an attempt to discover whether property has all minerals severed. Engineer will notify the COL of such situations and work with the COL to minimize liability or exposure.

Task 10. Discharge Permit Final Application and Support Services and Water Rights Permit Coordination

10.1 Finalize Discharge Permit Application and Assist with Processing

10.1.1 Prepare for and participate in a pre-application meeting with TCEQ staff.

10.1.2 Finalize application forms and attachments that are required to be submitted to the Texas Commission on Environmental Quality (TCEQ) for a new Texas Pollutant Discharge Elimination System permit. Forms and attachments will be revised, as appropriate, based on comments from the City after their review of draft application.

10.1.3 Prepare copies of the final application for submittal to TCEQ.

10.1.4 Assist in processing the permit application through the TCEQ. Provide support during the TCEQ administrative review and technical review processes for the development of the draft permit. Prepare responses to the TCEQ review comments. Coordinate with TCEQ on the modeling of discharge to obtain appropriate effluent limits for permit. Review draft permits. Identify concerns to provision in the draft permit. Prepare letter for submittal to TCEQ with recommendations for changes to the permit. Communicate with TCEQ during processing of permit application to track status and to obtain TCEQ interoffice technical memorandums that present basis for permit requirements that have been placed in the permit.

10.1.5 Continued assistance with the application until issuance of permit by TCEQ.

10.1.6 Submit seven (7) copies of the discharge permit application (4.7.1) to the City. The original and three of the copies of the application are for TCEQ submittal.

10.2 Water Rights Permit Coordination

10.2.1 Following issuance of the TPDES permit for the new outfall, prepare and submit an application for a bed-and-banks authorization to the TCEQ. This application may be an amendment to the Permit No. 3985, which is currently in draft form at the TCEQ.

10.2.2 Participate in a pre-application meeting with TCEQ staff.

10.2.3 Coordinate with City legal representation as required following submission of the application to TCEQ.

10.2.4 Assist the City with responding to Requests for Information from the TCEQ related to the permit application until the application is deemed "administratively complete" by the TCEQ.

10.2.5 Continued assistance with the permit application following TCEQ's declaration that the application is administratively complete will be performed under a different contract.

ADDITIONAL ENGINEERING SERVICES

Additional engineering services may be performed by the Engineer, if authorized by the City, which are not included in the above-described Basic Engineering Services, as described below:

1. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.

2. Providing additional copies of reports, plans, specifications, and contract documents.

3. Preparing environmental impact statements, storm water discharge permits, except as specifically included in the Basic Engineering Services.

4. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.

5. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the City.

6. Payment of fees for permit applications and publication of notices.

7. Public relations activities and consulting services.

8. Any other additional services that may be required by the City for completion of the Project that are not included in the Basic Engineering Services.

9. Services known to be required for completion of the Project that the City agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.

Additional Engineering Services, which may be required by the City, shall be based on the actual hours and costs in accordance with Exhibit C. No work will be undertaken this item without specific written authorization from the City.

EXHIBIT B

This Exhibit B is part of the Agreement, between Alan Plummer Associates, Inc. (APAI) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

NORTHWEST WATER RECLAMATION PLANT

1. Budget Amount by Scope Item for Design Phase:

SCOPE		
TASK ITEM	**PROJECT NAME**	**BUDGET AMOUNT**
1	Level I – Preliminary Design	$1,692,375
2	Obtain Equipment Quotes	$393,896
3	Level II and III – Final Design	$3,327,784
4	Advertise and Bid Phase	$350,836
5	Meetings and Workshops	$414,670
6	Project Management	$530,562
7	Surveying, Easements, and Utility Locates (Diversion Interceptor only in Phase 1)	$553,985
8	Geotechnical Investigations	$89,646
9	Easement Acquisition Assistance	$1,387,515
10	Discharge Permit Final Application and Water Rights Permit Application	$100,420
	TOTAL BASIC ENGINEERING SERVICES (NOT TO EXCEED)	**$8,841,689**

2. Terms of Payment

Payments to the Engineer will be made as follows:

A. The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.

B. The Engineer will issue monthly invoices for all work performed under this Agreement. Invoices are due and payable within 30 days of approved receipt.

C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

D. If the City fails to make payment in full to Engineer for billings contested in good faith within 60 days of the amount due, the Engineer may, after giving 7 days' written notice to City, suspend services under this Agreement until paid in full, including

interest. In the event of suspension of services, the Engineer shall have no liability to City for delays or damages caused the City because of such suspension of services.

3. Direct Expenses (Reimbursable)

A Engineer's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; work processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent surcharge.

B. Engineer will be paid on hourly rate basis, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent surcharge.

C. The Engineer shall keep records on the basis of generally accepted accounting practices of cost and expenses and such records shall be available for inspection by Owner during normal business hours.

4. Not to Exceed Compensation

A. The Engineer will perform the services described in Exhibit A at "Not to Exceed" total compensation amount of $8,841,689, unless the Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 above as long as the total "Not to Exceed" amounts are not surpassed.

EXHIBIT C

NORTHWEST WATER RECLAMATION PLANT

HOURLY FEE SCHEDULE (2013):

Staff Description	Alan Plummer Associates, Inc.		Enprotec/ Hibbs & Todd, Inc.	HDR, Inc.	Hugo-Reed and Associates, Inc.
	Staff Code	Billing Rate	Billing Rate	Billing Rate	Billing Rate
Admin Staff	A1 – A3	$ 72.00	$ 53.00	$ 76.00	
Senior Admin Staff	A4	$ 87.00			$ 88.00
Designer/Technician	C1 – C2	$ 88.00	$ 93.00	$121.00	$ 88.00
Senior Designer/ Technician	C3 – C4	$ 112.00		$ 160.00	
Engineer-in-Training/ Scientist-in-Training	ES1 – ES3	$ 108.00	$ 116.00	$ 121.00	$ 105.00
Project Engineer/Scientist	ES4	$ 129.00	$ 132.00	$ 143.00	$ 127.00
Senior Project Engineer/ Scientist	E5	$ 146.00	$ 139.00	$ 176.00	$ 143.00
Project Manager	ES6	$ 166.00	$ 157.00	$ 207.00	$ 159.50
Senior Project Manager	ES7	$ 216.00	$ 174.00	$ 242.00	
Principal	ES8 – ES9	$ 245.00	$ 203.00	$ 257.00	$ 187.00
Registered Professional Land Surveyor					$ 127.00
Survey Crew					$ 198.00
Architect				$ 166.00	
Env./Archeological				$ 215.00	
Process Specialist				$ 234.00	
Electrical/Inst. Engr.				$ 156.00	
Sr. Elect/Instr. Engr/				$ 250.00	
Process Modeler		$229.00			

A multiplier of 1.10 will be applied to all reimbursable expenses. Reimbursable expenses will include reproduction expenses, and traveling expenses per Exhibit C.

The above fee schedule shall remain in effect for the duration of the project.

City of Lubbock
Northwest Water Reclamation Plant
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	APAI			e-HT			HDR			HRA			Total				Percent of Total
		Hours	Fee ($$$)	Reimb + Expens	Hours	Fee ($$$)	Reimb + Expens	Hours	Fee ($$$)	Reimb + Expens	Hours	Fee ($$$)	Reimb + Expens	Hours	Fee ($$$)	Reimb + Expens	Fee + Reimb + Expenses	
	SUMMARY	15,128	$ 2,321,850	$ 206,800	13,436	$ 1,729,630	$ 80,742	10,623	$ 1,633,335	$ 85,127	15,691	$ 1,971,330	$ 1,971,330	54,878	$ 7,656,145	$ 2,343,999	$ 8,841,689	100.0%
Task 1	Level I Design - Process 30% Engineering Design	4,863	$ 696,916	$ 38,179	3,837	$ 382,875	$ 13,204	2,011	$ 323,881	$ 11,885	1,962	$ 228,444	$ -	11,673	$ 1,629,916	$ 63,360	$ 1,682,375	19.1%
Task 2	Equipment Preselection	1,379	$ 217,453	$ 15,180	430	$ 53,420	$ 2,957	530	$ 88,530	$ 6,957	0	$ -	$ -	2,339	$ 359,803	$ 24,094	$ 383,896	4.5%
Task 3	Final Design - Level II and III	6,344	$ 780,868	$ 29,156	7,819	$ 958,979	$ 8,827	6,980	$ 1,021,830	$ 32,206	4,206	$ 486,234	$ -	24,348	$ 3,257,980	$ 69,884	$ 3,327,784	37.6%
Task 4	Advertisement and Bid Phase	983	$ 163,585	$ 25,300	387	$ 51,288	$ 6,780	342	$ 54,480	$ 7,282	424	$ 51,609	$ -	2,146	$ 311,364	$ 39,472	$ 350,836	4.0%
Task 5	Meetings and Workshops	710	$ 140,400	$ 63,250	280	$ 51,734	$ 13,916	328	$ 52,372	$ 12,716	552	$ 78,382	$ -	1,870	$ 324,888	$ 89,782	$ 414,670	4.7%
Task 6	Project Management	1,386	$ 266,364	$ 24,750	542	$ 91,746	$ 7,736	234	$ 46,018	$ 11,886	630	$ 82,144	$ -	2,794	$ 486,272	$ 44,290	$ 530,562	6.0%
Task 7	Surveying, Easement Preparation and Utility Locates	112	$ 19,967	$ -	589	$ 81,298	$ 2,962	0	$ -	$ -	3,482	$ 468,868	$ -	4,113	$ 581,123	$ 2,962	$ 583,986	6.3%
Task 8	Geotechnical Investigation	30	$ 6,486	$ -	432	$ 68,360	$ 24,860	0	$ -	$ -	0	$ -	$ -	462	$ 64,786	$ 24,860	$ 89,646	1.0%
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor,	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	4,435	$ 574,840	$ 812,875	4,435	$ 574,840	$ 812,875	$ 1,387,815	15.7%
Task 10	Discharge Permit Final Application and Support Services	300	$ 60,630	$ 11,000	0	$ -	$ -	198	$ 36,834	$ 3,066	0	$ -	$ -	498	$ 96,364	$ 14,066	$ 100,430	1.1%
TOTAL LABOR																		
	Total Labor Hours	15,128			13,436			10,623			15,691	$ -		54,878				
	Total Labor Amount		$ 2,321,850			$ 1,729,630			$ 1,633,335			$ 1,971,330			$ 7,656,145			100.0%
	Labor Rates per Hour																	
	Total Amounts by Labor Category		$ 2,321,850			$ 1,729,630			$ 1,633,335			$ 1,971,330			$ 7,656,145			
	Labor Category Percent of Total Labor																	100.0%
TOTAL EXPENSES (see breakdown below)																		
	Total Subconsultants		$ 11,000			$ 11,000			$ -			$ 812,875					$ 834,875	
	Total Reimburseblee		$ 195,800			$ 69,742			$ 86,127			$ -					$ 360,669	
	Total Expenses		$ 206,800			$ 80,742			$ 86,127			$ 812,875					$ 1,195,544	
GRAND TOTAL - Northwest Water Reclamation Plant (APAI)			$ 2,528,650			$ 1,810,372			$ 1,719,462			$ 2,784,205			$		8,841,689	

City of Lubbock
Northwest Water Reclamation Plant (APAI)
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	Process Modeler (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total
	SUMMARY	1,182	2,709	1,665	2,375	60	3,125	3,295	456	262	15,128	$ 2,321,850	100.0%
Task 1	Level I Design - Process 30% Engineering Design	300	467	268	1,025	60	1,424	1,148	131	40	4,863	$ 685,815	29.5%
Task 2	Equipment Preselection	160	163	280	268	0	368	60	63	27	1,379	$ 217,453	9.4%
Task 3	Final Design - Level II and III	192	1,184	303	813	0	796	1,922	94	40	5,344	$ 790,868	34.1%
Task 4	Advertisement and Bid Phase	82	132	255	128	0	228	104	48	16	993	$ 153,988	6.6%
Task 5	Meetings and Workshops	152	224	82	32	0	104	0	20	96	710	$ 140,400	6.0%
Task 6	Project Management	243	380	436	94	0	104	48	68	25	1,398	$ 256,364	11.0%
Task 7	Surveying, Easement Preparation and Utility Locates	15	37	25	15	0	10	0	10	0	112	$ 19,957	0.9%
Task 8	Geotechnical Investigation	8	8	8	0	0	0	0	0	6	30	$ 6,486	0.3%
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor,	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 10	Discharge Permit Final Application and Support Services	30	114	8	0	0	101	13	22	12	300	$ 50,520	2.2%
TOTAL LABOR													
	Total Labor Hours	1,182	2,709	1,665	2,375	60	3,125	3,295	456	262	15,128		
	Total Labor Amount											$ 2,321,850	100.0%
	Labor Rates per Hour	$245	$216	$166	$146	$229	$108	$112	$87	$245			
	Total Amounts by Labor Category	$ 289,468	$ 585,144	$ 276,390	$ 346,750	$ 13,740	$ 337,500	$ 369,040	$ 39,629	$ 64,190		$ 2,321,850	
	Labor Category Percent of Total Labor	12.5%	25.2%	11.9%	14.9%	0.6%	14.5%	15.9%	1.7%	2.8%			100.0%
TOTAL EXPENSES (see breakdown below)													
	Total Subconsultants											$ 11,000	
	Total Reimbursables											$ 195,800	
	Total Expenses											$ 206,800	
GRAND TOTAL - Northwest Water Reclamation Plant (APAI)												$ 2,528,650	

EXPENSES

Project No.	Project Name	Expense Budget ($$) Cons.	Reimb.	Total	Expense Invoice Amt ($$$) Cons.	Reimb.	Total	Total Labor	Total Contract
Task 1	Level I Design - Process 30% Engineering Design	$ -	$ 34,700	$ 34,700	$ -	$ 38,170	$ 38,170	$ 685,815	$ 723,985
Task 2	Equipment Preselection	$ -	$ 13,800	$ 13,800	$ -	$ 15,180	$ 15,160	$ 217,453	$ 232,633
Task 3	Final Design - Level II and III	$ -	$ 26,500	$ 26,500	$ -	$ 29,150	$ 29,150	$ 790,868	$ 820,018
Task 4	Advertisement and Bid Phase	$ -	$ 23,000	$ 23,000	$ -	$ 25,300	$ 25,300	$ 153,988	$ 179,288
Task 5	Meetings and Workshops	$ -	$ 57,500	$ 57,500	$ -	$ 63,250	$ 63,250	$ 140,400	$ 203,650
Task 6	Project Management	$ -	$ 22,500	$ 22,500	$ -	$ 24,750	$ 24,750	$ 256,364	$ 281,114
Task 7	Surveying, Easement Preparation and Utility Locates	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,957	$ 19,957
Task 8	Geotechnical Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,486	$ 6,486
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor, Ou	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 10	Discharge Permit Final Application and Support Services	$ 11,000	$ -	$ 11,000	$ 11,000	$ -	$ 11,000	$ 50,520	$ 61,520
TOTAL EXPENSES		$ 11,000	$ 178,000	$ 189,000	$ 11,000	$ 195,800	$ 206,800	$ 2,321,850	$ 2,528,650

City of Lubbock
Northwest Water Reclamation Plant (eHT)
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	Process Modeler (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total
	SUMMARY	714	725	1,536	2,606	0	2,926	3,280	630	1,019	13,436	$ 1,729,630	100.0%
Task 1	Level I Design - Process 30% Engineering Design	75	72	280	462	0	638	800	124	586	3,037	$ 392,875	22.7%
Task 2	Equipment Preselection	44	0	74	116	0	28	20	34	114	430	$ 63,420	3.7%
Task 3	Final Design - Level II and III	225	316	772	1,632	0	2,040	2,160	368	306	7,819	$ 958,979	55.4%
Task 4	Advertisement and Bid Phase	42	45	32	116	0	40	56	48	8	387	$ 51,288	3.0%
Task 5	Meetings and Workshops	156	60	40	24	0	0	0	0	0	280	$ 51,724	3.0%
Task 6	Project Management	148	156	82	156	0	0	0	0	0	542	$ 91,746	5.3%
Task 7	Surveying, Easement Preparation and Utility Locates	8	44	28	100	0	160	140	24	5	509	$ 61,298	3.5%
Task 8	Geotechnical Investigation	16	32	228	0	0	20	104	32	0	432	$ 58,300	3.4%
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor,	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 10	Discharge Permit Final Application and Support Services	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
TOTAL LABOR													
	Total Labor Hours	714	725	1,536	2,606	0	2,926	3,280	630	1,019	13,436		
	Total Labor Amount											$ 1,729,630	100.0%
	Labor Rates per Hour	$203	$174	$157	$139	$0	$116	$93	$53	$174			
	Total Amounts by Labor Category	$ 144,942	$ 126,150	$ 241,152	$ 362,234	$ -	$ 339,416	$ 305,040	$ 33,390	$ 177,306		$ 1,729,630	
	Labor Category Percent of Total Labor	8.4%	7.3%	13.9%	20.9%	0.0%	19.6%	17.6%	1.9%	10.3%			100.0%
TOTAL EXPENSES (see breakdown below)													
	Total Subconsultants											$ 11,000	
	Total Reimbursables											$ 69,742	
	Total Expenses											$ 80,742	
GRAND TOTAL - Northwest Water Reclamation Plant (eHT)												$ 1,810,372	

EXPENSES

Project No.	Project Name	Expense Budget ($$) Cons.	Reimb.	Total	Expense Invoice Amt ($$$) Cons.	Reimb.	Total	Total Labor	Total Contract
Task 1	Level I Design - Process 30% Engineering Design	$ -	$ 12,004	$ 12,004	$ -	$ 13,204	$ 13,204	$ 392,875	$ 406,079
Task 2	Equipment Preselection	$ -	$ 2,688	$ 2,688	$ -	$ 2,957	$ 2,957	$ 63,420	$ 66,377
Task 3	Final Design - Level II and III	$ -	$ 7,752	$ 7,752	$ -	$ 8,527	$ 8,527	$ 958,979	$ 967,506
Task 4	Advertisement and Bid Phase	$ -	$ 6,164	$ 6,164	$ -	$ 6,780	$ 6,780	$ 51,288	$ 58,068
Task 5	Meetings and Workshops	$ -	$ 12,560	$ 12,560	$ -	$ 13,816	$ 13,816	$ 51,724	$ 65,540
Task 6	Project Management	$ -	$ 7,150	$ 7,150	$ -	$ 7,735	$ 7,735	$ 91,746	$ 99,481
Task 7	Surveying, Easement Preparation and Utility Locates	$ -	$ 2,602	$ 2,802	$ -	$ 2,862	$ 2,862	$ 61,298	$ 64,160
Task 8	Geotechnical Investigation	$ 11,000	$ 12,600	$ 23,600	$ 11,000	$ 13,860	$ 24,860	$ 58,300	$ 83,160
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor, Ou	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 10	Discharge Permit Final Application and Support Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES		$ 11,000	$ 63,520	$ 74,520	$ 11,000	$ 69,742	$ 80,742	$ 1,729,630	$ 1,810,372

City of Lubbock
Northwest Water Reclamation Plant (HDR)
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	Principal (hrs)	Sr. Proj Mgr (hrs)	Proj Mgr (hrs)	Proj Engr (hrs)	Process Modeler (hrs)	EIT (hrs)	Technician (hrs)	Clerical (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total
	SUMMARY	16	858	1,462	1,954	40	2,208	3,030	754	301	10,623	$ 1,633,335	100.0%
Task 1	Level I Design - Process 30% Engineering Design	0	212	190	474	40	348	488	140	119	2,011	$ 323,881	19.8%
Task 2	Equipment Preselection	0	42	112	168	0	156	0	34	18	530	$ 88,930	5.4%
Task 3	Final Design - Level II and III	8	434	884	964	0	1,704	2,436	440	110	6,980	$ 1,021,820	62.6%
Task 4	Advertisement and Bid Phase	0	22	76	120	0	0	64	60	0	342	$ 54,480	3.3%
Task 5	Meetings and Workshops	0	68	64	96	0	0	40	24	36	328	$ 62,372	3.8%
Task 6	Project Management	8	40	104	36	0	0	2	28	16	234	$ 46,018	2.8%
Task 7	Surveying, Easement Preparation and Utility Locates	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 8	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor,	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 10	Discharge Permit Final Application and Support Services	0	40	32	96	0	0	0	28	2	198	$ 35,834	2.2%
TOTAL LABOR													
	Total Labor Hours	16	858	1,462	1,954	40	2,208	3,030	754	301	10,623		
	Total Labor Amount											$ 1,633,335	100.0%
	Labor Rates per Hour	$257	$242	$207	$176	$198	$121	$121	$76	$253			
	Total Amounts by Labor Category	$ 4,112	$ 207,636	$ 302,634	$ 343,904	$ 7,920	$ 267,168	$ 366,630	$ 57,304	$ 76,027		$ 1,633,335	
	Labor Category Percent of Total Labor	0.3%	12.7%	18.5%	21.1%	0.5%	16.4%	22.4%	3.5%	4.7%			100.0%
TOTAL EXPENSES (see breakdown below)													
	Total Subconsultants											$ -	
	Total Reimbursables											$ 85,127	
	Total Expenses											$ 85,127	
GRAND TOTAL - Northwest Water Reclamation Plant (HDR)												$ 1,718,462	

EXPENSES

Project No.	Project Name	Expense Budget ($$) Cons.	Reimb.	Total	Expense Invoice Amt ($$$) Cons.	Reimb.	Total	Total Labor	Total Contract
Task 1	Level I Design - Process 30% Engineering Design	$ -	$ 10,941	$ 10,941	$ -	$ 11,985	$ 11,985	$ 323,881	$ 335,866
Task 2	Equipment Preselection	$ -	$ 5,461	$ 5,461	$ -	$ 5,957	$ 5,957	$ 88,930	$ 94,887
Task 3	Final Design - Level II and III	$ -	$ 29,324	$ 29,324	$ -	$ 32,206	$ 32,206	$ 1,021,820	$ 1,054,026
Task 4	Advertisement and Bid Phase	$ -	$ 6,765	$ 6,765	$ -	$ 7,392	$ 7,392	$ 54,480	$ 61,872
Task 5	Meetings and Workshops	$ -	$ 11,651	$ 11,651	$ -	$ 12,716	$ 12,716	$ 62,372	$ 75,088
Task 6	Project Management	$ -	$ 10,795	$ 10,795	$ -	$ 11,805	$ 11,805	$ 46,018	$ 57,823
Task 7	Surveying, Easement Preparation and Utility Locates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 8	Geotechnical Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor, Ou	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 10	Discharge Permit Final Application and Support Services	$ -	$ 2,833	$ 2,833	$ -	$ 3,066	$ 3,066	$ 35,834	$ 38,900
TOTAL EXPENSES		$ -	$ 77,770	$ 77,770	$ -	$ 85,127	$ 85,127	$ 1,633,335	$ 1,718,462

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City of Lubbock
Northwest Water Reclamation Plant (HRA)
ENGINEERING DESIGN SERVICES BUDGET SUMMARY

Project No.	Project Name	Principal (hrs)	Proj Engr (hrs)	Proj Surv (hrs)	EIT (hrs)	Technician (hrs)	Survey Crew (hrs)	Party Chief (hrs)	Research (hrs)	QC (hrs)	Total Labor Hours	Total Labor Fee ($$$)	Percent of Total
	SUMMARY	2,174	2,262	944	2,922	3,712	1,480	0	2,159	38	15,691	$ 1,971,330	100.0%
Task 1	Level I Design - Process 30% Engineering Design	152	480	0	632	660	0	0	0	38	1,962	$ 226,444	11.5%
Task 2	Equipment Preselection	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 3	Final Design - Level II and III	366	996	0	1,476	1,368	0	0	0	0	4,206	$ 486,234	24.7%
Task 4	Advertisement and Bid Phase	40	136	0	168	80	0	0	0	0	424	$ 51,608	2.6%
Task 5	Meetings and Workshops	104	160	0	160	128	0	0	0	0	552	$ 70,392	3.6%
Task 6	Project Management	188	306	0	126	0	0	0	0	0	620	$ 92,144	4.7%
Task 7	Surveying, Easement Preparation and Utility Locates	124	184	504	360	1,036	1,040	0	244	0	3,492	$ 469,868	23.8%
Task 8	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor,	1,200	0	440	0	440	440	0	1,915	0	4,435	$ 574,640	29.1%
Task 10	Discharge Permit Final Application and Support Services	0	0	0	0	0	0	0	0	0	0	$ -	0.0%
TOTAL LABOR													
	Total Labor Hours	2,174	2,262	944	2,922	3,712	1,480	0	2,159	38	15,691		
	Total Labor Amount											$ 1,971,330	100.0%
	Labor Rates per Hour	$187	$143	$127	$105	$88	$198	$88	$88	$130			
	Total Amounts by Labor Category	$ 406,538	$ 323,466	$ 119,888	$ 306,810	$ 326,656	$ 293,040	$ -	$ 189,992	$ 4,940		$ 1,971,330	
	Labor Category Percent of Total Labor	20.6%	16.4%	6.1%	15.6%	16.6%	14.9%	0.0%	9.6%	0.3%			100.0%
TOTAL EXPENSES (see breakdown below)													
	Total Subconsultants											$ 812,875	
	Total Reimbursables											$ -	
	Total Expenses											$ 812,875	
GRAND TOTAL - Northwest Water Reclamation Plant (HRA)												$ 2,784,205	

EXPENSES

Project No.	Project Name	Expense Budget ($$) Cons.	Reimb.	Total	Expense Invoice Amt ($$$) Cons.	Reimb.	Total	Total Labor	Total Contract
Task 1	Level I Design - Process 30% Engineering Design	$ -	$ -	$ -	$ -	$ -	$ -	$ 226,444	$ 226,444
Task 2	Equipment Preselection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 3	Final Design - Level II and III	$ -	$ -	$ -	$ -	$ -	$ -	$ 486,234	$ 486,234
Task 4	Advertisement and Bid Phase	$ -	$ -	$ -	$ -	$ -	$ -	$ 51,608	$ 51,608
Task 5	Meetings and Workshops	$ -	$ -	$ -	$ -	$ -	$ -	$ 70,392	$ 70,392
Task 6	Project Management	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,144	$ 92,144
Task 7	Surveying, Easement Preparation and Utility Locates	$ -	$ -	$ -	$ -	$ -	$ -	$ 469,868	$ 469,868
Task 8	Geotechnical Investigation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 9	Easement Acquisition Assistance for Plant Site, Diversion Interceptor, Ou	$ 812,875	$ -	$ 812,875	$ 812,875	$ -	$ 812,875	$ 574,640	$ 1,387,515
Task 10	Discharge Permit Final Application and Support Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES		$ 812,875	$ -	$ 812,875	$ 812,875	$ -	$ 812,875	$ 1,971,330	$ 2,784,205

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City of Lubbock
Capital Project
Project Cost Detail
May 1, 2013

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

		Budget
Encumbered/Expended		
Alan Plummer Associates, Inc. - Feasibility	$	1,603,816
Hugo Reed - Surveying for Land Acquisition		6,152
Appraisal		4,950
Flow metering		17,850
City of Lubbock staff time		37,706
Agenda Item May 1, 2013		
Alan Plummer Associates, Inc. - Final Design		8,841,689
Encumbered/Expended To Date		10,512,163
Estimated Cost for Remaining Appropriation		
Land Acquisition		12,287,837
Remaining Appropriation		12,287,837
Total Appropriation	$	22,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

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

Project Justification

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

Project History

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

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	17,800,000	0	53,000,000	12,500,000	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	0	53,000,000	12,500,000	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	0	53,000,000	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	0	12,500,000	0	0	0	12,500,000
Total Funding Sources	22,800,000	0	53,000,000	12,500,000	0	0	0	88,300,000

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

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 10544 with Carollo Engineers, P.C., for providing additional engineering services associated with the Southeast Water Reclamation Solids Handling Improvements Project.

Item Summary

On December 1, 2011 the City retained Carollo Engineers, P.C., to provide professional engineering services associated with Solids Handling Improvements Project at the Southeast Water Reclamation Plant (SEWRP) for a contract amount of $3,199,860. During design it was discovered the following additional items would need to be evaluated and addressed for successful completion of the project:

1. The Centrifuge Pilot Testing task was removed from the original scope of work resulting in a reduction of $38,560 to the contract.

2. In order to improve the efficiency of the wastewater treatment process the secondary scum line will need to be re-routed from the final clarifiers to the digesters. An additional $16,854 was negotiated for this work.

3. The adequacy of the SEWRP non-potable-water (NPW) system will need to be evaluated in order to determine whether the existing flow rate and pressure will meet the increased demand generated by the proposed odor control system. An additional $16,754 was negotiated for preparation of the NPW study.

4. The roof of the SEWRP solids handling building has deteriorated and is in need of repair. An additional $22,770 requested for the roof system design and preparation of contract documents.

5. The existing domes of the sludge holding tanks 6 and 7 have corroded and structurally weakened. Since these tanks will be dewatered and cleaned under the upcoming rehabilitation contract, it is more cost-effective to replace the existing floating cover domes with fixed domes as part of this project. $82,176 is requested for preparation of design and specifications for the fixed domes.

Carollo Engineers, P.C., has substantial skill and experience with public water reclamation plants and related infrastructure necessary to design the Solids Handling Improvements Project. Upon approval, Amendment 1 will extend the contract 30 calendar days resulting in a new completion date of January 31, 2014, and authorizes an additional amount not to exceed $99,994 resulting in a 3.13% increase in the contract amount for a total of $3,299,854.

Fiscal Impact

$5,000,000 is appropriated in Capital Improvement Project 92249, SEWRP Solids Handling Facility Improvements, with $99,994 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Carollo Engineers, Inc.

Amendment 1 - Carollo Engineers, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract dated December 1, 2011 for professional services, by and between the City of Lubbock and Carollo Engineers, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Contract-Carollo Engineers, Inc.
April 17, 2013

AMENDMENT NO. 1

TO CONTRACT NO. 10544 BETWEEN THE CITY OF LUBBOCK

AND CAROLLO ENGINEERS, INC.

AMENDMENT NUMBER 1 DATED May 1, 2013 to the AGREEMENT between the City of Lubbock ("City") and Carollo Engineers, Inc. ("Engineer"), dated on December 1, 2011 ("the Agreement") concerning Southeast Water Reclamation Solids Handling Improvements Project ("the Project"). The Engineer has entered into the Agreement with the City for furnishing of professional services, and the parties now desire to amend the Agreement.

Amendment No. 1 extends the Agreement an additional 30 days from the expiration date of the Agreement such that the Agreement and Amendment shall terminate at the close of business on January 31, 2014. City and Engineer have established a not to exceed budget of $99,994 for Amendment No. 1 to complete all services under Exhibit A.

This amendment includes additional services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibit B hereto. All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of the 1st day of May, 2013.

CITY OF LUBBOCK

By: _____
Glen C. Robertson
Mayor

CONSULTANT

By: Hani E. Michel
Hani E. Michel, P.E.
Associate Vice President

_____
Scott Hoff, P.E.
Vice President

APPROVED AS TO CONTENT

By: _____ P.E.
John Turpin, P.E., Chief Water Utility Engineer

APPROVED AS TO FORM

By: _____
Chad Weaver, Assistant City Attorney

EXHIBIT A

AMENDMENT No. 1

FOR
CITY OF LUBBOCK
SOUTHEAST WATER RECLAMATION PLANT
SOLIDS HANDLING IMPROVEMENTS PROJECT

The City of Lubbock (CITY) retained Carollo Engineers (ENGINEER) to provide professional engineering services to complete the Solids Handling Improvements Project at the Southeast Water Reclamation Plant (SEWRP). During design, additional items were identified for evaluation and design as part of this project as described in the following Scope of Work.

1.0 SCOPE OF WORK

The following Scope of Work presents the tasks that will be performed by the ENGINEER.

TASK 1 DELETE CENTRIFUGE PILOT TESTING

Based on the City's review of the centrifuge pilot test plan information and drawings of mechanical and electrical modifications required for conducting this testing, the evaluation and selection process for centrifuge equipment was modified to eliminate the pilot testing step. The ENGINEER's tasks to witness pilot testing and provide services of a testing lab are no longer required.

TASK 2 PLANT 4 SECONDARY SCUM SYSTEM MODIFICATIONS

TASK 2.1 DOCUMENT REVIEW

ENGINEER will review existing information, in the form of available plans and specifications.

TASK 2.2 DEVELOP CONTRACT DOCUMENTS

ENGINEER will develop Civil, Mechanical, Electrical and Instrumentation Drawings and Specifications for construction of piping modifications to allow pumping Plant 4 scum directly to Digesters 8 & 9. The civil drawings will be included as a change order package to the Digesters 8 & 9 Improvements construction project to be constructed as part of that project. The mechanical, electrical and instrumentation drawings will be included in the Contract Documents for the Solids Handling Improvements Project as follows:

1. Modify piping to separate Plant 4 scum pump discharge from WAS pump discharge.
2. Install new piping and valving, including motorized valves at Digesters 8 & 9 to allow direct pumping of Plant 4 scum to the two digesters.

TASK 3 DESKTOP NPW SYSTEM EVALUATION

TASK 3.1 SITE INSPECTION

ENGINEER will make one site visit to inspect the NPW pump stations, and other NPW system components for which access is available. The ENGINEER will compare the actual field conditions to the information indicated in available drawings. The ENGINEER will also meet with plant staff to gather additional information about the system, including their observations, operating practices and possible recent physical system modifications that may not be reflected in the drawings.

TASK 3.2 DOCUMENT REVIEW

ENGINEER will review existing NPW system information, in the form of available plans, specifications, and/or shop drawings. Information gathered will be used in development of the static hydraulic model.

TASK 3.3 HYDRAULIC MODELING

ENGINEER will develop a static hydraulic model using *Hydraulix*® , the proprietary hydraulic model developed by Carollo Engineers. The model will be developed for the following condition: maximum NPW flow to new Solids Handling Building and odor control facilities, and maximum assumed flow to facilities at the Headworks.

TASK 3.4 LETTER REPORT

ENGINEER will prepare a 1 to 2 page letter report summarizing the results of Tasks 3.1, 3.2 and 3.3. The letter report will discuss limitations of the NPW system, if any are found, and will suggest improvements that could be made to address limitations, and provide a planning level estimate of suggested improvements. ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the ENGINEER.

TASK 4 SOLIDS HANDLING BUILDING ROOF REHABILITATION

TASK 4.1 DOCUMENT REVIEW

ENGINEER will review existing roofing information, in the form of available plans, specifications, and/or shop drawings.

TASK 4.2 DEVELOP CONTRACT DOCUMENTS

ENGINEER will develop Architectural and Plumbing Drawings and Specifications for construction of repairs to the roofing and roof drain systems to be included in the Contract Documents for the Solids Handling Improvements Project as follows:

3. Remove existing roofing material down to the top of the double tee roof.

4. Install new insulation and membrane roofing material, sloping to existing drain locations.
5. Replace all roof drains and skylights.
6. Replace roof drain piping in Solids Handling Building.

TASK 5 COVER REPLACEMENT AT SLUDGE HOLDING TANKS 6 & 7

TASK 5.1 DOCUMENT REVIEW

ENGINEER will review existing information, in the form of available plans, specifications, and/or shop drawings.

TASK 5.2 DEVELOP CONTRACT DOCUMENTS

ENGINEER will develop Demolition, Structural and Mechanical Drawings and Specifications for construction of cover replacement at Sludge Holding Tanks 6 & 7 to be included in the Contract Documents for the Solids Handling Improvements Project as a "Bid Alternate" item as follows:

1. Demolish of existing floating domes.
2. Demolish existing digester gas piping, and associated appurtenances on the domes.
3. Demolish existing corbels.
4. Modify the existing tanks to accommodate new fixed covers.
5. Install new fixed cover domes.
6. Replace gas piping and appurtenances located above the new covers.

ENGINEER will develop work restrictions associated with the work described above and include them in the Specifications. ENGINEER will also prepare an opinion of probable construction cost for this work.

1.1 DELIVERABLES

Deliverables for this project include the following. All reproduction costs will be billed to CITY in accordance with ENGINEER's Fee Schedule. Project Deliverables will be ENGINEER-Sealed Documents as required by Texas law,

1. Contract documents for Plant 4 secondary scum system modifications, including associated Civil, Mechanical, Electrical and Instrumentation Drawings and Specifications
2. Letter Report for the desktop NPW System Evaluation: six (6) hard copies and one (1) electronic copy in Adobe PDF format.
3. Contract documents for roofing rehabilitation including associated Architectural and Plumbing Drawings and Specifications.
4. Contract documents for replacement of Sludge Holding Tank 6 & 7 covers, including associated Demolition, Structural and Mechanical Drawings and Specifications

2.0 TIME OF PERFORMANCE

ENGINEER shall commence work immediately following authorization to proceed. After a detailed review of the project schedule, ENGINEER has determined that a 90-day extension in contract time and project schedule would be needed to incorporate the additional work described in Tasks 2 through 5 into the project. This schedule is based on approval to proceed with the work on or before May 1st, 2013.

Delivery of 90 percent contract documents for replacement of the covers at Sludge Holding Tanks 6 & 7 will lag behind the remainder of the project. These contract documents will be submitted separately for review by the CITY. However, the final completion date for these documents will match the remainder of the project.

ENGINEER and CITY mutually agree that they will work toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedule, it is understood that both CITY and ENGINEER will develop a revised schedule and budget limit, if required, to address scope changes, delays by CITY, or other problems.

3.0 BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $99,994 to complete all services under this Exhibit A. This amount will not be exceeded without a contract amendment.

CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEER's Fee Schedule presented, as EXHIBIT C in the Professional Services Agreement between the CITY and ENGINEER dated December 1, 2011 for the Southeast Water Reclamation Plant Solids Handling Improvements Project. The budget for each Task is presented in EXHIBIT B. CITY and ENGINEER agree to allow redistribution of funds between Tasks 1 through 5, as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by CITY and ENGINEER as a result of a change to the Scope of Work or Time of Performance.

carollo

EXHIBIT B
Estimated Work Effort
CITY OF LUBBOCK
SOUTHEAST WATER RECLAMATION PLANT
SOLIDS HANDLING IMPROVEMENTS PROJECT
AMENDMENT No. 1

4/16/2013

Task No.	Description	Total Hours	Carollo Cost	Sub-Consultant Fee's			Other Direct Costs	Total Cost per Task
				Survey	Geotechnical	Texas Tech		
1	Delete Centrifuge Pilot Testing	-80	$ (14,560)	$ -	$ -	$ (24,000)		$ (38,560)
2	Reroute Plant 4 Secondary Scum to Digesters	82	$ 16,854	$ -	$ -	$ -	$ -	$ 16,854
3	Desktop NPW System Evaluation	88	$ 16,054	$ -	$ -	$ -	$ 700	$ 16,754
4	Solids Handling Building Roof Rehabilitation	110	$ 22,770	$ -	$ -	$ -	$ -	$ 22,770
5	Cover Replacement at Sludge Holding Tanks 6 & 7	448	$ 82,176	$ -	$ -	$ -	$ -	$ 82,176
	TOTAL COST	**648**	**$ 123,294**	**$ -**	**$ -**	**$ (24,000)**	**$ 700**	**$ 99,994**

File: Amendment 1 Exhibit B_Rev1.xls, Tab: New ExB Hrs Client

City of Lubbock, TX
Capital Project
Project Cost Detail
May 1, 2013

Capital Project Number:	92249
Capital Project Name:	SEWRP Solids Handling Facility Improvements

	Budget
Encumbered/Expended	
Bid Cost	$ 177
City of Lubbock Staff Time	24,816
Carollo Engineers PC Contract 10544 - Design	3,199,860
Cleanserve, Inc. - solids building drainage inspection	2,925
Agenda Item May 1, 2013	
Carillo Engineers PC Amendment No. 1	99,994
Encumbered/Expended To Date	3,327,772
Estimated Costs for Remaining Appropriation	
Improvements	1,672,228
Remaining Appropriation	1,672,228
Total Appropriation	$ 5,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

Water Planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to utilize the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities so that the plant can produce a consistent supply of stream quality discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project Justification

The project includes design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in four phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent which will be discharged into the North Fork of the Double Mountain fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to the Solids Handling portion of the plant improvements.

Project History

Phase I includes improvements to the influent lift station and is completed. Phase II includes improvements to Plant 4 and is currently under construction and expected to be completed in December 2011.

$2.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,500,000	45,000,000	0	0	0	0	0	46,500,000
Design and Engineering	3,500,000	0	0	0	0	0	0	3,500,000
Total Project Appropriation	5,000,000	45,000,000	0	0	0	0	0	50,000,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 Wastewater Revenue CO's	2,500,000	0	0	0	0	0	0	2,500,000
FY 2012 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2014 Wastewater Revenue CO's	0	45,000,000	0	0	0	0	0	45,000,000
Total Funding Sources	5,000,000	45,000,000	0	0	0	0	0	50,000,000

Regular City Council Meeting **5. 12.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution expressing opposition by the City of Lubbock to the appointment of a watermaster in connection with the Upper Brazos River Basin, and instructing the City Manager or other applicable representative of the City of Lubbock to take action, as needed, to assert and otherwise communicate said opposition to the Texas Legislature and the Texas Commission on Environmental Quality.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - Upper Brazos River Basin

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby expresses the City of Lubbock's opposition to the appointment of a watermaster, as that term is used in Chapter 11 of the Texas Water Code, with respect to the Upper Brazos River Basin, and further authorizes and instructs the City Manager, her designee, or other representative of the City of Lubbock to take all necessary actions to assert, communicate, or otherwise express said opposition in venues including, but not limited to, hearings before the Texas Commission on Environmental Quality, and generally in connection with related legislation pending in the 83rd Regular Session of the Texas Legislature.

Passed by the City Council this _____ day of _____ 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

Reso.Watermaster Opposition Statement 4.26.13

Regular City Council Meeting **5. 13.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 11303 a License Agreement with the YWCA of Lubbock to hold summer camp activities at Leftwich Park.

Item Summary

The YWCA owns the sun'n fun property located at 6204 Elgin Avenue, which is adjacent to Leftwich Park. The YWCA offers youth summer camps on their property. The YWCA's program is enhanced with the use of the open space and playground in Leftwich Park. This License Agreement allows the YWCA to utilize the park area. The park will be used for programming and lunch service. The YWCA will be responsible for the activities related to their program. The park and playground will remain open to the public during the activities of the YWCA. The term of the agreement is for five years with an option period of five years.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services.

Attachments

Resolution & Agreement - YWCA Camp

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 License Agreement by and between the City of Lubbock and YWCA, a non-profit corporation, for use of open space in Leftwich Park, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Truesdell, Community Services Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.Agrmnt.YWCA License Agrmnt 4.18.13
4.18.13

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into on this _____ day of _____, 2013, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation, and YWCA of Lubbock, Texas ("YWCA"), a non-profit corporation.

R E C I T A L S

WHEREAS, YWCA desires to use the open space and playground in Leftwich Park, a park owned and operated by the City (the "Park") to conduct activities for the summer camp operated by YWCA for the supervising and education of minor children (the "Activities"); and

WHEREAS, it is the belief of the City and YWCA that said use of the Park would be beneficial to the citizens of the City of Lubbock; and

WHEREAS, YWCA desires to utilize the playground and open space for purposes of the Activities on that certain real property described on Exhibit "A" attached hereto (the "Lands"), including the ability to set up tents, tables and chairs; NOW THERFORE:

ARTICLE I

License

Section 1.01. License. In consideration of the mutual covenants and agreements of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over the Lands to YWCA, for the sole purpose of conducting the Activities on the Lands.

Section 1.02. Term. The term of this license is five (5) years beginning on the date of the execution of this Agreement by the City, and ending on the fifth anniversary of such date (the "Primary Term"), unless terminated sooner as provided in this Agreement.

For the consideration herein expressed, the City is hereby granted an option to extend the term of this Agreement, upon identical terms and conditions of this Agreement, for one (1) additional successive option period of five (5) years each (the "Option Period").

This Agreement shall terminate without further notice when the Primary Term or Option Period, whichever is applicable as specified in Section 1.02 expires, and YWCA shall immediately vacate the Lands. Any holding over by YWCA after that term expires, except as provided otherwise in this Agreement, shall not constitute a renewal of this Agreement, or provide YWCA any rights whatsoever under this Agreement and/or to the Lands.

ARTICLE II

Improvements and Use of Lands

Section 2.01. Construction. No construction of any permanent structures, improvements, buildings or fixtures or of any type or kind, including, but not limited to, additions or alterations to existing structures by YWCA, shall be permitted.

Section 2.02. Use of Lands. YWCA may utilize the Lands in accordance with the Agreement for the purposes of the Activities. Such utilization includes the use of playground equipment and open space located on the Lands. YWCA shall be solely responsible for the use, condition, losses, and risks associated with any equipment owned YWCA, including, but not limited to, toys, play or sports equipment, tools, temporary

shelters, tents, chairs, or tables in YWCA's operation of the Activities contemplated by the Agreement.

Section 2.03 Permits. YWCA shall be solely responsible for, and shall be required to, obtain any and all permits required by federal, state or local law in conducting the Activities. Such permits shall include, but not be limited to, food establishment permits, zoning permits, and day camp or day care licensing permits.

Section 2.03. Use of Temporary Shelters and/or Tents. YWCA is permitted to utilize tents or other similar type of temporary shelter on the Lands solely for the purposes of conducting the Activities contemplated by this Agreement. YWCA shall get approval from the City on the type, location, and number of such tents or temporary shelters to be utilized prior to building, locating, or using such tents or temporary shelters on the Lands.

Section 2.04. Restoration and Maintenance of the Lands. YWCA shall be responsible for the retrieval and removal of any and all trash and debris created on the Lands as a result of the Activities. Any such trash and debris shall be disposed in the proper receptacles as provided by the City. YWCA shall further restore any and all turf that becomes damaged, beyond reasonable wear and tear of such turf, on the Lands by virtue of the Activities and any other activities associated with YWCA's use of the Lands. YWCA shall obtain prior approval from the City prior to YWCA's use of any motor vehicle upon the Lands and shall restore all damaged turf that results from any motor vehicle use on the Lands.

ARTICLE III

Operations of YWCA

Section 3.01. Access of Public. Entrances to the Lands shall be open to the general public within reasonable hours as designated by the City. YWCA shall not permit any discrimination in its use of the Lands because of race, color, sex, religion, national origin, physical handicap or disability.

Section 3.02. Utilities. YWCA shall be responsible for providing and/or furnishing all utilities required for the Activities to the Lands and shall bear any and all expenses of any kind or nature for the providing of same to the Lands and the utilization of same in connection with the use of the Lands. Such utilities shall include, without limitation, water, telephone, electricity, gas, power, sewage disposal and rubbish removal.

Section 3.03. Taxes. YWCA shall pay and discharge all charges, including without limitation, personal property taxes, gross receipts taxes, general and special assessments, and other charges of similar nature which may be levied or assessed against the Lands pursuant to any activity contemplated by this Agreement, if any.

Section 3.04. Prohibition on Encumbrance. YWCA shall not encumber any interest in the license granted herein, the Lands and/or this Agreement, in any way, manner or form, including, but not limited to, by deed of trust, mortgage or any other security instrument.

Further, YWCA shall not cause or permit any mechanic's liens or any other liens to be filed against the license granted herein, the Lands, and/or this Agreement by reason of any work, labor, services, or materials supplied and/or performed or claimed to have been supplied and/or performed to, by or for YWCA or any contractors or subcontractors of YWCA.

Section 3.05. Right of Entry--City. Nothing contained in this Agreement shall be construed to prohibit the right of entry by the City, in, on, over and/or across the Lands, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Lands and any and all improvements located thereon, subject to the conditions stated herein, to conduct any and all activities the City deems necessary. YWCA shall furnish to the City any and all keys and/or instructions necessary to allow the City's right of entry reserved and/or described herein.

Section 3.06. Control of City. The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this Section 3.06 and any other term or provision of this Agreement, this Section 3.06 shall control and such conflicting term or provision shall be void and of no force and effect.

ARTICLE IV

Insurance, Indemnity and Release

Section 4.01. Indemnity and Release. YWCA SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, INCLUDING,

BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. YWCA FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, YWCA SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING YWCA'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND YWCA HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO YWCA, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, OF

ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OF FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

Section 4.02. Insurance. YWCA shall procure and carry, at its cost and expense through the life of this Agreement 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 foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which YWCA has indemnified the City, as provided in Section 4.01 hereof. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. YWCA shall provide to the City proof of the below described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

A. *Comprehensive General Liability Insurance.* YWCA shall have comprehensive general liability insurance, with limits of $1,000,000.00 combined single limit in

the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.

B. *Automotive Liability Insurance.* YWCA and all contractors and/or subcontractors of YWCA and all contractors and/or subcontractors hired by YWCA shall have auto liability insurance, with limits of $1,000,000.00 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.

C. *Worker's Compensation Insurance.* YWCA shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, YWCA 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 YWCA maintains said coverage. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

ARTICLE V

Warranties, Covenants and Representations of YWCA

Section 5.01. Existence. YWCA is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly qualified to carry on its business in the State of Texas.

Section 5.02. Power. YWCA has the corporate power to enter into and perform this Agreement and all activities contemplated hereby.

Section 5.03. Authorization. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of YWCA.

ARTICLE VI

Events of Default and Remedies

Section 6.01. Default. An Event of Default (herein so called) shall exist if any one or more of the following events shall occur:

(a) Any representation or warranty made by YWCA in this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;

(b) YWCA shall default, in any way, manner or form, in the performance of any of the covenants, provisions and/or terms of this Agreement;

(c) YWCA shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervener, or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (iv) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceedings, or (v) fail to pay any money judgment against it before the expiration of thirty (30) days after such judgment becomes final; or

(d) YWCA shall default in the payment of any material indebtedness of YWCA and/or YWCA.

Section 6.02. Remedies upon Event of Default. If an Event of Default shall have occurred and be continuing, then the City, at its option may (i) declare this Agreement, and all rights and interests created by it, terminated and YWCA and/or YWCA shall reimburse the City any and all sums provided by the City to YWCA and/or YWCA under the Cooperative Agreement, or otherwise; (ii) assert an action for damages, including, but

not limited to, recovery of any and all sums provided by the City to YWCA under the Cooperative Agreement, or otherwise, and any and all other damages available to the City under this Agreement and/or pursuant to law or equity; and/or (iii) pursue and enforce any rights of the City as provided under or pursuant to any applicable law or this Agreement.

In the event the City elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the City's election to terminate was the day originally fixed in this Agreement for its expiration.

ARTICLE VII

Miscellaneous

Section 7.01. No Waiver. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

Section 7.02. Notice. Any notice required or permitted to be given herein must be given in writing and must be personally delivered, delivered by telephonic facsimile, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

City:

Randy Truesdell
Community Services Director
P. O. Box 2000
Lubbock, Texas 79457
(806) 775-2235
Fax: (806) 775-3240

YWCA:

Glenda Mathis
Executive Director
3101 35th Street
Lubbock, TX 79413
(806) 792-2723 x3233
Fax: (806) 771-3262

Any such notice or other communication shall deemed to have been given (whether actually received or not) on the date it is personally delivered or delivered by telephonic facsimile, or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 7.02.

Section 7.03. Assignment/Sublet. This license is personal to YWCA. YWCA shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 7.04. City. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by "the City", shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

Section 7.05. Relationship of Parties. The relationship between the City and YWCA is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 7.06. Compliance with Applicable Law. YWCA shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form the Activities contemplated herein, and/or any other aspect of the activities described in this Agreement, including, without limitation, those regarding to access of the facilities by handicapped persons.

Section 7.07. Time of the Essence. Time is of the essence of this Agreement.

Section 7.08. Texas Law/Venue. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of

any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

Section 7.09. Partial Invalidity. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 7.10. Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 7.11. Amendment. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 7.12. Attorney's Fees. If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

Section 7.13. Exhibits. The exhibits which are referenced in, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.

Section 7.14. Captions. Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 7.15. Right to Exercise Remedies. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control

Section 7.16. License Agreement. The intent of this Agreement is to grant a license to YWCA to utilize the Lands solely for the purposes described herein. This Agreement shall not be construed, in any way, manner or form, as a lease of the Lands or as conveying to YWCA any interest in the real property comprising the Lands.

Executed and effective as of the date of the execution hereof by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, MAYOR

Date executed: _____

BY: Glenda J. Mathis
Name:
Title: President
Date executed: 4/19/13

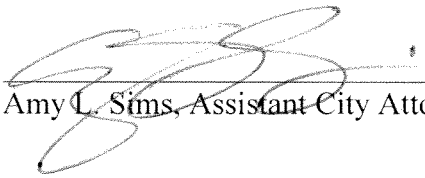
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Truesdell, Community Services Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

YWCA-license agrmnt 4.18.13

EXHIBIT A

NOT TO SCALE

N

city of lubbock TEXAS
PARKS AND RECREATION

Regular City Council Meeting **5. 14.**

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider two resolutions authorizing the Mayor to execute contract 11225 with Gorman Outdoor Inc. and contract 11225-1 with Back to Nature Compost, Inc. for fertilization for various parkland properties, BID-13-11225-TL.

Item Summary

The contracts will provide the application of liquid and granular fertilizer on various parkland properties during the 2013 season. Three applications of liquid fertilizer will be applied to cover the 318 acres of athletic fields. One application of granular fertilizer will cover approximately 1042 acres of developed parkland. The fertilizer application will improve turf health and appearance. The liquid application will include blends of 15-5-5 fertilizer and 46-0-0 fertilizer with bio-soil enhancers. The granular fertilizer will be a blend of 16-4-6+2% Iron and micronutrients. A bid tabulation is provided.

Bids were received from the following companies:	
Back to Nature Compost, Inc. of Slaton, TX	$57,558
Gorman Outdoor Inc. of Lubbock, TX	84,569
Afillated D.T. of Amarillo, TX	NQAS

Staff recommends bid award Items 1, 2, and 3 to the lowest bidder Back to Nature Compost, Inc. of Slaton, TX for $57,558 and Item 4 to Gorman Outdoor, Inc. of Lubbock, TX for $84,569.

Fiscal Impact

Funding is appropriated for this purpose in the Parks and Recreation Operating Budget.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager

Attachments

Resolution & Contract - Gorman Outdoor

Resolution & Contract - Back to Nature

Bid Tabulation - Parks

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. 11225 for fertilization for various parkland properties, by and between the City of Lubbock and Gorman Outdoor, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

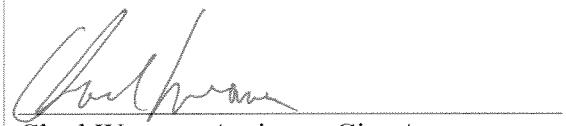
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Gorman Outdoor, Inc.
April 9, 2013

Contract No. 11225

City of Lubbock, TX
Contract for Services
Fertilization For Various Parkland Properties

THIS CONTRACT, made and entered into this **1st** day of **May, 2013** by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and **Gorman Outdoor, Inc.** ("Contractor") of Lubbock, Texas.

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Fertilization of Various Parkland Properties for the City of Lubbock 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 Fertilization of Various Parkland Properties.

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

1. In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Office Supplies specifically referred to as Item Four and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.

2. The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2013 Parkland Turf program attached hereto. Application dates may vary.

3. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

4. 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. The City agrees to pay the Contractor according to the payment schedule attached; said payment schedule does not include any applicable sales or use tax.

5. The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.

6. 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.

7. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability General Aggregate	$500,000
Automotive Liability	
Combined Single Limit Any Auto	$500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as an 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.

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.

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.

8. 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.

9. This Contract consists of the following documents set forth herein; Invitation to Bid,13-11225-TL, Fertilization of Various Parkland Properties, Specifications, and the Bid Form.

10. At any time during the term of the contract, or thereafter, the City, or a duly 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.

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.

11. 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.

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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

J Brett Gorman
Print Name

7212 FM 179
Address

Shallowater TX 79363
City, State, Zip Code

City of Lubbock, Texas
Specifications
Fertilization for Various Parkland Properties

General. To provide chemicals and application of herbicide weed control to selected park lands.

1.0 DEFINITIONS

1.1 **Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.

1.2 **City** - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** - City Council of the City of Lubbock, Texas.

1.4 **Contract Time** - The number of allowable days to complete the contract.

1.5 **Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.6 **Extra Work** - Work over and above that called for in the contract.

1.7 **Mayor** - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.

1.8 **Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.9 **Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery. All questions, notices, or documentation arising under this agreement shall be addressed to the Parks Manager.

1.10 **Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.11 **Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.12 **Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.13 **Unit Price** - Payment to the contractor based on a unit or portion of the work performed.

1.14 **Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2.0 TERMS AND CONDITIONS

2.1 **Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract.

2.2 **Specification Change**: During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

When the quantity of work to be done under any item of the contract is less than 75 percent of the quantity stated in the contract, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of
The alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the Contractor's payment. If such conditions continues, the contract may be terminated due to breach ofcontract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment. For work performed under contract, the Parks Manager shall take whatever steps necessary to execute the Performance Bond.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractors equipment is subject to inspection and approval of the Parks Manager or his Agent. If the Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises.

2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.

2.8 **Termination of Contract**: This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. 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.

3.0 CONTROL OF WORK

3.1 **Authority of the Parks Manager:** It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

3.8 **Special Events**: The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments

3.9 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

3.10 **Identification and Character**: Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.10.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

3.10.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.

3.10.3 The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.11 **Safety**: The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.

3.12 **Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must, within twenty (20)

calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor' office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

3.13 Performance of Extra or Disputed Work: While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

3.13.1 The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

3.13.2 The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.14 **No Waiver of Rights or Estoppels:** The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

3.14.1 Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

3.14.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

3.15 **Contractor Default, City's Right to Suspend Work and Annual Contract:** The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

3.15.1 Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

3.15.2 Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

3.15.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

3.15.4 Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

3.15.5 Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;

3.15.7 Failure of the Contractor to promptly make good any defects in the work, the correction of which has been directed in writing by the City;

3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;

3.15.9 Repeated and flagrant violations of safe working procedures

3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

3.16 **Suspension by Court Order Against City**: The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

3.17 **Payment Withheld**: In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;

3.17.2 Defective work not corrected;

3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;

3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;

3.17.5 Execution of work not in accordance with the contract documents;

3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;

3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;

3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

4.0 CONTRACT TERM

4.1 The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2013 Parkland Turf program attached hereto as part of this bid. Application dates may vary.

4.2 Listed quantities are estimates only. Actual quantities may vary dependent upon actual usage.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

5.2 **Contract Time**: All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

5.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.

5.4 **Weather**: Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions

prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

5.5 **Character of Work**: All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

5.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.

5.7 **Payment**: The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

6.0 SPECIFICATIONS

6.1 **Application.** Granulated Fertilizer will be applied by successful contractor as listed on the 2013 TURF PARKLAND PROGRAM. All turf areas shall be uniformly fertilized with chemical. If the site to be fertilized is a ball field, then the area to be sprayed includes an area 30 feet outside ball field fencing.

6.2 **Schedules.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.

6.3 **Chemical.** The fertilizer shall be as listed on the 2013 TURF PARKLAND PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

City of Lubbock, Tx
Fertilization for Various Parkland Properties 2013

The City of Lubbock is requesting bids to have fertilizer applied on park land properties:

Liquid Fertilizer to be applied to all ball fields, Kastman Park and Higginbotham Park -

1st application April 15 to May 15	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
2nd application June 17 to July 15	318 Acres	Liquid Compost T 46-0-0 or approved equal	1gal per acre
3rd application August 15 Sept 13	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.

Fertilization of Various Parkland Properties Fertilizer to be applied at remaining park land properties –

1st application April 15 to May 15	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre
2nd application June 17 to July 15	1042 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
3rd application August 15 Sept 13	1042 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre

Alternate bid 1:

1st application April 15 to May 15	1360 Acres	38-0-0-4% Sulfur, + 3% FE	144 lbs per acre
2nd application June 17 to July 15	1360 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
3rd application August 15 Sept 13	1360 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre

Alternate bid 2:

1 Application	1360 Acres	Liquid Compost T 46-0-0 or approved equal	1gal per acre

The city reserves the right to choose one, two, or all three applications of either or both the liquid and Fertilization of Various Parkland Properties fertilizer or a combination of these and any part of the alternates.

City of Lubbock, Tx
Turf Manual Fertilizing Properties

UNIT	ADDRESS	APPROX. ACREAGE
BERL HUFFMAN SOFTBALL FIELDS	N. LOOP 289 & LANDMARK	.64
ROGERS PARK AND POOL	3200 BATES	1.27
DETROIT STRIP	ERSKINE TO DUKE AVE	.56
COLISEUM/AUDITORIUM	4TH & BOSTON	1.43
AVE X & 16TH ST	16TH & AVE X	.37
UNIVERSITY MEDIANS	MARSHA SHARP THROUGH 19TH ST	1.0
UNIVERSITY MEDIANS	19TH THROUGH 34TH ST	3.0
UNIVERISTY MEDIANS	34TH THROUGH 50TH	2.0
UNIVERSITY CORNER	19TH & UNIVERSITY	2.0
CLAPP PARK AREAS	46TH & AVE U	4.3
INDIANA MEDIANS	19TH THROUGH 34TH ST	.80
MAXEY PARK	30TH & NASHVILLE AVE	1.58
WHISPERWOOD PARK	4TH & WHISPERWOOD AVE	1.23
GROVES LIBRARY	5520 19TH	.55
CARLISLE CEMETERY	7308 19TH	1.1
CAVAZOS BALLFIELDS	BROWNFIELD RD. & MILWAUKEE	3.1
QUINCY MEDIANS	82ND & QUINCY AVE	5.62
GODEKE LIBRARY	66TH & QUAKER	.69
ANDREWS PARK	82ND & MEMPHIS	1.0
NORTHWEST LITTLE LEAGUE	903 N. UNIVERSITY	.79
YOUTH SPORTS COMPLEX	6204 120TH	15
MACKENZIE BALLFIELDS	MUNICIPAL DR & SKYLINE	.93
MACKENZIE AMPHITHEATRE	423 E. BROADWAY	.76
CANYON RIM	BATES & AVE K	.19
N. AVE P STRIP	N. AVE Q DR & N. AVE. P	.25
PALLENTINE PARK	1ST & AVE L	.13
GUADALUPE PARK	2ND & AVE P	.14
GUADALUPE ENTRANCE	1ST & AVE J	.25
CIVIC CENTER GAZEBO	9TH & AVE L	.25
CIVIC CENTER SOUTH. PARKING LOT	9TH & AVE K	.25
CIVIC CENTER LIBRARY & ADJACENT SITES	9TH & AVE O	3.16
CIVIC CENTER AVE O MEDIANS	AVE O & MAC DAVIS LANE	1.5
PARKS OFFICES	1611 10TH	.08
CIVIC CENTER COOLING TOWERS AREA	AVE O & MAC DAVIS LANE	.44
WALK OF FAME PLAZA	8TH & AVE Q	1.50
GATEWAY PLAZA	BROADWAY & AVE Q	.09
BROADWAY MEDIANS (3 TOTAL)	BROADWAY & Q & BROADWAY & MLK BLVD	.25
MARTIN LUTHER KING MEDIANS	19TH & MLK BLVD.	.50
MAE SIMMONS COMMUNITY CENTER	E. 23RD & OAK	.91
MARTIN LUTHER KING BASEBALLFIELD	E. 24TH & MLK BLVD.	.50
MARTIN LUTHER KING COMPLEX	E. 19TH & ASPEN AVE	.45
CHATMAN ENTRANCE	23RD & AVE A	.25
BUDDY HOLLY PLAZA	19TH & CRICKET AVE.	1.13
MCCRUMMEN SENIOR CENTER	2001 19TH	.61

City of Lubbock, Texas
Turf Manual Fertilizing Properties

UNIT	ADDRESS	APPROX. ACREAGE
STUMPY HAMILTON	22ND & AVE X	.93
LEWIS BALLFIELDS	54TH & AVE J	.07
TENNIS CENTER	66TH & GARY AVE	1.71
CASEY PARK	66TH & AVE W	.73
GUY PARK	87TH & MEMPHIS	.11
WHEELOCK PARK	40TH & ELGIN	.22
WAGNER PARK	26TH & ELGIN	.35
MAEDGEN	1ST & BOSTON	.30
BERRY	36TH & CEDAR	.19
BUDDY HOLLY RECREATION AREA	2525 CANYON LAKE DR	5
FIESTA PLAZA	911 N. UNIVERSITY	1.64
	TOTAL ACRES	69.20

Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid13-11225-TL**, 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 Bid13-11225-TL is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	APPLICATION (dates may vary)	UNIT OF MEASURE (+/-)	PRODUCT	APPLICATION RATE	COST PER ACRE*	EXTENDED COST
Liquid Fertilizer						
1.	1st Application April 15 - May 15, 2013	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	$ 58.09	$ ~~18,477.62~~
2.	2nd Application June 17 - July 15, 2013	318 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	$ 70.00	$ ~~22,260.00~~
3.	3rd Application Aug 15 - Sept 13, 2013	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	$ 58.09	$ ~~18,477.62~~
Fertilization of Various Parkland Properties Fertilizer						
4.	1st Application April 15 - May 15, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ 81.16	$ 84,568.72
5.	2nd Application June 17 - July 15, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ 81.16	$ ~~84,568.72~~
6.	3rd Application Aug 15 - Sept 13, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ 81.16	$ ~~84,568.72~~
Alternate Bid 1						
7.	1st Application April 15 to May 15, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ 48.88	$ ~~66,476.80~~
8.	2nd Application June 17 to July 15, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ 48.88	$ ~~66,476.80~~
9.	3rd Application Aug 15 to Sept 13, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ 48.88	$ ~~66,476.80~~
Alternate Bid 2						
10.	1 Application	1360 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	$ 65.00	$ ~~88,400.00~~
				Total Cost	$ 84,568.72	

* Cost per acre will prevail in the case of discrepancies.

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net — calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt

payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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 Gorman Outdoor, 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: Gorman Outdoor Inc.

Address: PO Box 66036

City: Lubbock State: Texas Zip 79493

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By J Brett Gorman Date: 3/25/13
Authorized Representative - must sign by hand

Officer Name and Title: J Brett Gorman President
Please Print

Business Telephone Number 806-832-0159 FAX: 832-0156

E-mail Address: brett@gormandietzbar.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 $25,000)*:_____ 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.

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. 11225-1 for fertilization for various parkland properties, by and between the City of Lubbock and Back to Nature Compost, Inc., of Slaton, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Back to Nature
April 9, 2013

City of Lubbock, TX
Contract for Services
Fertilization For Various Parkland Properties

THIS CONTRACT, made and entered into this **1st** day of **May, 2013** by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and **Back to Nature Compost, Inc.** ("Contractor") of Slaton, Texas.

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Fertilization of Various Parkland Properties for the City of Lubbock 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 Fertilization of Various Parkland Properties.

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

1. In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Office Supplies specifically referred to as Items One through Three and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.

2. The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2013 Parkland Turf program attached hereto. Application dates may vary.

3. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

4. 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. The City agrees to pay the Contractor according to the payment schedule attached; said payment schedule does not include any applicable sales or use tax.

5. The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.

6. 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.

7. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$500,000
Automotive Liability Combined Single Limit Any Auto	$500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as an 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.

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.

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.

8. 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.

9. This Contract consists of the following documents set forth herein; Invitation to Bid,13-11225-TL, Fertilization of Various Parkland Properties, Specifications, and the Bid Form.

10. At any time during the term of the contract, or thereafter, the City, or a duly 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.

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.

11. 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.

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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Greg Schilling
Print Name

PO Box 190
Address

Slaton, TX 79364
City, State, Zip Code

City of Lubbock, Texas
Specifications
Fertilization for Various Parkland Properties

General. To provide chemicals and application of herbicide weed control to selected park lands.

1.0 DEFINITIONS

1.1 **Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.

1.2 **City** - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.

1.3 **City Council** - City Council of the City of Lubbock, Texas.

1.4 **Contract Time** - The number of allowable days to complete the contract.

1.5 **Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.6 **Extra Work** - Work over and above that called for in the contract.

1.7 **Mayor** - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.

1.8 **Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.9 **Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery. All questions, notices, or documentation arising under this agreement shall be addressed to the Parks Manager.

1.10 **Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.11 **Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.12 **Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.13 **Unit Price** - Payment to the contractor based on a unit or portion of the work performed.

1.14 **Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2.0 TERMS AND CONDITIONS

2.1 **Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract.

2.2 **Specification Change**: During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

When the quantity of work to be done under any item of the contract is less than 75 percent of the quantity stated in the contract, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of
The alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the Contractor's payment. If such conditions continues, the contract may be terminated due to breach ofcontract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment. For work performed under contract, the Parks Manager shall take whatever steps necessary to execute the Performance Bond.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractors equipment is subject to inspection and approval of the Parks Manager or his Agent. If the Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises.

2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.

2.8 **Termination of Contract**: This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. 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.

3.0 CONTROL OF WORK

3.1 **Authority of the Parks Manager:** It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

3.8 **Special Events**: The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments

3.9 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

3.10 **Identification and Character**: Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.10.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

3.10.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.

3.10.3 The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.11 **Safety**: The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.

3.12 **Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must, within twenty (20)

calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor' office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

3.13 Performance of Extra or Disputed Work: While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

3.13.1 The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

3.13.2 The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.14 **No Waiver of Rights or Estoppels:** The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

3.14.1 Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

3.14.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

3.15 **Contractor Default, City's Right to Suspend Work and Annual Contract:** The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

3.15.1 Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

3.15.2 Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

3.15.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

3.15.4 Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

3.15.5 Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;

3.15.7 Failure of the Contractor to promptly make good any defects in the work, the correction of which has been directed in writing by the City;

3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;

3.15.9 Repeated and flagrant violations of safe working procedures

3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

3.16 **Suspension by Court Order Against City**: The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

3.17 **Payment Withheld**: In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;

3.17.2 Defective work not corrected;

3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;

3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;

3.17.5 Execution of work not in accordance with the contract documents;

3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;

3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;

3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

4.0 CONTRACT TERM

4.1 The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2013 Parkland Turf program attached hereto as part of this bid. Application dates may vary.

4.2 Listed quantities are estimates only. Actual quantities may vary dependent upon actual usage.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

5.2 **Contract Time**: All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

5.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.

5.4 **Weather**: Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions

prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

5.5 **Character of Work**: All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

5.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.

5.7 **Payment**: The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

6.0 SPECIFICATIONS

6.1 **Application.** Granulated Fertilizer will be applied by successful contractor as listed on the 2013 TURF PARKLAND PROGRAM. All turf areas shall be uniformly fertilized with chemical. If the site to be fertilized is a ball field, then the area to be sprayed includes an area 30 feet outside ball field fencing.

6.2 **Schedules.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.

6.3 **Chemical.** The fertilizer shall be as listed on the 2013 TURF PARKLAND PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

City of Lubbock, Tx
Fertilization for Various Parkland Properties 2013

The City of Lubbock is requesting bids to have fertilizer applied on park land properties:

Liquid Fertilizer to be applied to all ball fields, Kastman Park and Higginbotham Park -

1st application April 15 to May 15	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
2nd application June 17 to July 15	318 Acres	Liquid Compost T 46-0-0 or approved equal	1gal per acre
3rd application August 15 Sept 13	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.

Fertilization of Various Parkland Properties Fertilizer to be applied at remaining park land properties –

1st application April 15 to May 15	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre
2nd application June 17 to July 15	1042 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
3rd application August 15 Sept 13	1042 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre

Alternate bid 1:

1st application April 15 to May 15	1360 Acres	38-0-0-4% Sulfur, + 3% FE	144 lbs per acre
2nd application June 17 to July 15	1360 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
3rd application August 15 Sept 13	1360 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre

Alternate bid 2:

1 Application	1360 Acres	Liquid Compost T 46-0-0 or approved equal	1gal per acre

The city reserves the right to choose one, two, or all three applications of either or both the liquid and Fertilization of Various Parkland Properties fertilizer or a combination of these and any part of the alternates.

City of Lubbock, Tx
Turf Manual Fertilizing Properties

UNIT	ADDRESS	APPROX. ACREAGE
BERL HUFFMAN SOFTBALL FIELDS	N. LOOP 289 & LANDMARK	.64
ROGERS PARK AND POOL	3200 BATES	1.27
DETROIT STRIP	ERSKINE TO DUKE AVE	.56
COLISEUM/AUDITORIUM	4TH & BOSTON	1.43
AVE X & 16TH ST	16TH & AVE X	.37
UNIVERSITY MEDIANS	MARSHA SHARP THROUGH 19TH ST	1.0
UNIVERSITY MEDIANS	19TH THROUGH 34TH ST	3.0
UNIVERISTY MEDIANS	34TH THROUGH 50TH	2.0
UNIVERSITY CORNER	19TH & UNIVERSITY	2.0
CLAPP PARK AREAS	46TH & AVE U	4.3
INDIANA MEDIANS	19TH THROUGH 34TH ST	.80
MAXEY PARK	30TH & NASHVILLE AVE	1.58
WHISPERWOOD PARK	4TH & WHISPERWOOD AVE	1.23
GROVES LIBRARY	5520 19TH	.55
CARLISLE CEMETERY	7308 19TH	1.1
CAVAZOS BALLFIELDS	BROWNFIELD RD. & MILWAUKEE	3.1
QUINCY MEDIANS	82ND & QUINCY AVE	5.62
GODEKE LIBRARY	66TH & QUAKER	.69
ANDREWS PARK	82ND & MEMPHIS	1.0
NORTHWEST LITTLE LEAGUE	903 N. UNIVERSITY	.79
YOUTH SPORTS COMPLEX	6204 120TH	15
MACKENZIE BALLFIELDS	MUNICIPAL DR & SKYLINE	.93
MACKENZIE AMPHITHEATRE	423 E. BROADWAY	.76
CANYON RIM	BATES & AVE K	.19
N. AVE P STRIP	N. AVE O DR & N. AVE P	.25
PALLENTINE PARK	1ST & AVE L	.13
GUADALUPE PARK	2ND & AVE P	.14
GUADALUPE ENTRANCE	1ST & AVE J	.25
CIVIC CENTER GAZEBO	9TH & AVE L	.25
CIVIC CENTER SOUTH. PARKING LOT	9TH & AVE K	.25
CIVIC CENTER LIBRARY & ADJACENT SITES	9TH & AVE O	3.16
CIVIC CENTER AVE O MEDIANS	AVE O & MAC DAVIS LANE	1.5
PARKS OFFICES	1611 10TH	.08
CIVIC CENTER COOLING TOWERS AREA	AVE O & MAC DAVIS LANE	.44
WALK OF FAME PLAZA	8TH & AVE Q	1.50
GATEWAY PLAZA	BROADWAY & AVE O	.09
BROADWAY MEDIANS (3 TOTAL)	BROADWAY & Q & BROADWAY & MLK BLVD	.25
MARTIN LUTHER KING MEDIANS	19TH & MLK BLVD.	.50
MAE SIMMONS COMMUNITY CENTER	E. 23RD & OAK	.91
MARTIN LUTHER KING BASEBALLFIELD	E. 24TH & MLK BLVD.	.50
MARTIN LUTHER KING COMPLEX	E. 19TH & ASPEN AVE	.45
CHATMAN ENTRANCE	23RD & AVE A	.25
BUDDY HOLLY PLAZA	19TH & CRICKET AVE.	1.13
MCCRUMMEN SENIOR CENTER	2001 19TH	.61

City of Lubbock, Texas
Turf Manual Fertilizing Properties

UNIT	ADDRESS	APPROX. ACREAGE
STUMPY HAMILTON	22ND & AVE X	.93
LEWIS BALLFIELDS	54TH & AVE J	.07
TENNIS CENTER	66TH & GARY AVE	1.71
CASEY PARK	66TH & AVE W	.73
GUY PARK	87TH & MEMPHIS	.11
WHEELOCK PARK	40TH & ELGIN	.22
WAGNER PARK	26TH & ELGIN	.35
MAEDGEN	1ST & BOSTON	.30
BERRY	36TH & CEDAR	.19
BUDDY HOLLY RECREATION AREA	2525 CANYON LAKE DR	5
FIESTA PLAZA	911 N. UNIVERSITY	1.64
	TOTAL ACRES	69.20

City of Lubbock, Texas
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid13-11225-TL**, 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 Bid13-11225-TL is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	APPLICATION (dates may vary)	UNIT OF MEASURE (+/-)	PRODUCT	APPLICATION RATE	COST PER ACRE*	EXTENDED COST
Liquid Fertilizer						
1.	1st Application April 15 - May 15, 2013	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	$ 58.00/xx	$ 18,444.00/xx
2.	2nd Application June 17 - July 15, 2013	318 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	$ 65.00/xx	$20,670.00/xx
3.	3rd Application Aug 15 - Sept 13, 2013	318 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	$ 58.00/xx	$18,444.00/xx
Fertilization of Various Parkland Properties Fertilizer						
4.	1st Application April 15 - May 15, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ N/A	$ N/A
5.	2nd Application June 17 - July 15, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ N/A	$ N/A
6.	3rd Application Aug 15 - Sept 13, 2013	1042 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	$ N/A	$ N/A
Alternate Bid 1						
7.	1st Application April 15 to May 15, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ N/A	$ N/A
8.	2nd Application June 17 to July 15, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ N/A	$ N/A
9.	3rd Application Aug 15 to Sept 13, 2013	1360 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	$ N/A	$ N/A
Alternate Bid 2						
10.	1 Application	1360 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	$ 65.00/xx	~~$ 88,400.00/xx~~
				Total Cost	$ Liquid Fertilizer # 57,558.00/xx Alt Bid #2 # 88,400.00/xx	

* Cost per acre will prevail in the case of discrepancies.

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

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

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Back To Nature Compost Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or individual trading as N/A of the City of N/A

Firm: Back To Nature Compost Inc.

Address: P.O. Box 190

City: Slaton State: Texas Zip 79364

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By Greg Schilling Date: 3-23-13
Authorized Representative - must sign by hand

Officer Name and Title: Greg Schilling Co-Owner
Please Print

Business Telephone Number (806) 745-1833 FAX: (806) 745-1170

E-mail Address: greg@backtonaturecompost.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 $25,000)*:_____ 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.

BID 13-11225-TL
Fertilization for Various Parkland Properties

Item	Qty	UOM	Description/Vendor	Location	Cost Per Acre	Extended Cost
Liquid Fertilizer						
1	318	ACRE	1st Application			
			Affiliated D.T.	Amarillo	12	$ NQAS*
			Back to Nature	Slaton, TX	58	18,444
			Gorman Outdoor Inc.	Lubbock, TX	58.09	18,473
2	318	ACRE	2nd Application			
			Back to Nature	Slaton, TX	65	20,670
			Gorman Outdoor Inc.	Lubbock, TX	70	22,260
3	318	ACRE	3rd Application			
			Affiliated D.T.	Amarillo	12	NQAS
			Back to Nature	Slaton, TX	58	18,444
			Gorman Outdoor Inc.	Lubbock, TX	58.09	18,473
Granular Fertlizer						
4	1042	ACRE	1st Application			
			Gorman Outdoor Inc.	Lubbock, TX	81	84,569
5	1042	ACRE	2nd Application			
			Gorman Outdoor Inc.	Lubbock, TX	81	84,569
6	1042	ACRE	3rd Application			
			Gorman Outdoor Inc.	Lubbock, TX	81	84,569

* Not Quoted As Specified

Regular City Council Meeting **5. 15.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11268 Professional Services Agreement with BSA Consulting Engineers, PLLC (BSA), for renovations to the Lubbock Memorial Civic Center.

Item Summary

This agreement provides for complete architectural, mechanical, and electrical design documents for bidding and construction for renovations to the Lubbock Memorial Civic Center. The scope of work includes designated interior and exterior lighting fixtures, sidewalk repairs, wireless internet, automated heating/air conditioning controls, exhibit hall bleacher replacement, and theatre seating restoration. BSA will provide full construction administration services for all components of this project.

Contract negotiations were conducted with BSA and fair and reasonable hourly rates were agreed for a total amount not to exceed $206,100.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$8,659,288 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with $206,100 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - BSA

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement for renovations at the Lubbock Memorial Civic Center, by and between the City of Lubbock and BSA Consulting Engineers, PLLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSA-BSA Consulting Engineers
March 25, 2013

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 11th day of April, 2013, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and BSA Consulting Engineers, PLLC. (the "Engineer"), a Texas corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in design and professional construction oversight of electrical and mechanical engineering to provide recommendations on methods to replace interior and exterior lighting fixtures, electrical systems, sidewalks, wireless internet, automated HVAC controls and seating replacement at the Lubbock Memorial Civic Center (the "Project");

WHEREAS, Engineer has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for the price provided herein, said price stipulated by City and Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with Engineer to perform services related to the Project and Engineer desires to provide the services related to same.

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

ARTICLE I

Services

1.01 Engineer shall conduct all activities and within such time frames, as set forth:

a) field review and documentation of the existing conditions after demolition,

b) construction drawings,

c) specifications, and

d) assist with bidding and contract administration of the Project.

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be as provided in Exhibit "A," attached hereto not to exceed $206,100. This amount shall be invoiced to the City monthly for work performed.

2.02 This Agreement shall expire 18 months from date of execution. Additionally, the City may terminate this Agreement by providing written notice to Engineer at least 30 days prior to the effective date of termination as provided in such notice.

2.03 The Engineer's compensation is based on immediate authorization to proceed and timely completion of the Project. If the Project timing deviates from the assumed schedule for causes beyond the Engineer's control, the Engineer may request renegotiation of those portions of the compensation affected by the time change.

2.04 This agreement may be amended to include other services as required.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional Engineer under similar circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance

of the Services under this Agreement, Engineer and Engineer'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 relating to unemployment insurance, old-age benefits, workers' compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01

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

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

ARTICLE V

Insurance/Indemnity

5.01 Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

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

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

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

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

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

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 Agreement.

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

Engineer, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses, and/or liabilities and expenses, and including reasonable attorney's fees as a result of, relating to or arising from Engineer's use or occupation of City owned lands, and/or the performance, operations or omissions under this Agreement to the extent of Engineer's negligence of any kind or type. The indemnity provided herein shall survive the expiration or termination of this Agreement.

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

ARTICLE VI

Miscellaneous

6.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein at the time services are performed.

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

For City:

Freddy Chavez, Civic Services Director
1501 Mac Davis Lane
Lubbock, Texas 79401
Facsimile: (806) 775-3240
Email: fchavez@mylubbock.us

For Engineer:

Carl Wampler, P.E.
14302 FM 1730
Lubbock, Texas 79424
Facsimile: (806) 780-0129
Email: carlw@bsaengineering.com

6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION

OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

6.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.

6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent as the parties originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

6.07 Any and all final documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above. The City will assume sole liability for

any reuse or modification of the Engineer's work product. The Engineer may make copies of any and all work products for its files.

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

6.09 Except as otherwise provided herein, neither City nor Engineer may assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment by the non-assigning party. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The right of approval of the Engineer's subcontractors is hereby delegated by the City Council of City to the Civic Services Director. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this Agreement. The term "Engineer," as used in and for all purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

6.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.

6.11 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

6.12 The authority to authorize Additional Services, as defined and limited herein, and to act as Owner representative, as contemplated herein, including but not limited to, Exhibit "A," is hereby subject to the City Council approval.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

BSA CONSULTING ENGINEERS, PLLC

CARL W. WAMPLER, P.E., PRINCIPAL

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

EXHIBIT A

CONTRACT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Engineer: BSA Consulting Engineers, PLLC
Project: Lubbock Memorial Civic Center Renovations

DESCRIPTION OF SCOPE OF SERVICES

This attachment contains the project description and scope of services for the Lubbock Memorial Civic Center renovations project.

The scope of work: Provide complete architectural, mechanical and electrical design documents (plans and specifications) for bidding and construction for the renovations to the Civic Center that shall include: Replacement of interior (Exhibit Hall, Theater & Banquet Hall), Exterior lighting fixtures, electrical systems, sidewalk & planter repairs and modifications, wireless internet, Automated HVAC controls (DDC), Exhibit Hall seating replacement, and Theater seating modification.

In addition, BSA shall provide full construction administration (CA) services for project that shall include submittal and shop drawing reviews, RFI responses and regular construction site inspections including final inspections. Contract design documents (CD's) to include all drawings and specifications required for:

Architectural: Exterior sidewalks & planters, and Exhibit Hall & Theater seating replacements and modifications
Mechanical: Direct Digital Controls (DDC) for air conditioning & ventilation (HVAC) equipment
Electrical: Interior (Exhibit Hall, Theater, & Banquet Hall) lighting, exterior lighting, power distribution for new systems

Fee Arrangement: Fixed lump sum fee not to exceed $165,850.00 (one hundred, sixty five thousand, eight hundred, fifty dollars) for Base Bid items and a fixed lump sum fee not to exceed $40,250.00 (forty thousand, two hundred, fifty dollars) for additional bid components.
The statement for services will not exceed the following percentage of the total fee:

Design Development	50%
Construction Bid Documents	80%
Construction Administration	100%

Special Conditions: Upon construction document completion BSA will provide professional services for all design and scope changes and/or additional services as requested by Client. These services will be provided on an hourly basis at the rates indicated below.

Position	Hourly Rate
Firm Principal	140
Licensed Architect	120
Licensed Engineer	120
Architect Intern	95
Graduate Engineer	95
Designer Personnel	80
Drafting Personnel	70
Clerical Personnel	55

City of Lubbock, TX
Capital Project
Project Cost Detail
April 11, 2013

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	Budget
Encumbered/Expended	
Theater Stage Floor - Architecture and Engineering	$ 11,750
Theater Stage Floor Replacement	53,046
Elevator Repair	34,187
Wheelchair Lift Replacement	22,784
Theater Dimmer System Architectural and Engineering	24,500
Theater Dimmer System Replacement	155,031
Asbestos Protocol and Air Monitoring Service	1,090
Physical Plant Roof Asbestos Removal	4,853
Physical Plant Roof Architecture and Engineering	7,000
Physical Plant Roof Repairs	58,500
Physical Plant Upgrade	701,027
Plaza Architecture and Engineering	9,996
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Architecture and Engineering	132,000
Minnix Commercial Partners, LTD	122,809
Centennial Moisture Control, Inc.	244,600
Agenda Items April 11, 2013	
BSA Consulting Engineers, PLLC	206,100
Encumbered/Expended To Date	1,812,773
Estimated Costs for Remaining Appropriation	
Roof Replacement	2,400,000
Digital HVAC controls,restrooms, ADA, flooring, Exhibit Hall light fixtures, exterior repairs, exterior lighting, bleachers, seating, and painting	4,446,515
Remaining Appropriation	6,846,515
Total Appropriation	$ 8,659,288

Project Name **Civic Center Renovation** *Project Number* **91195**

Managing Department **Civic Centers**

Project Manager **Freddy Chavez**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**

Project Scope

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant(2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the replacement of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures ($2,896,000). Also included is the replacement of light fixtures in the exhibit hall ($26,000), removal and replacement of existing roofing membrane ($2.4 million), and any other necessary improvements/upgrades to the Civic Center.

Project Justification

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

Project History

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	1,205,000	7,209,288	0	0	0	0	0	8,414,288
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	1,450,000	7,209,288	0	0	0	0	0	8,659,288

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2009 General Obligation Bonds	0	109,288	0	0	0	0	0	109,288
FY 2010 General Obligation Bonds	1,450,000	4,500,000	0	0	0	0	0	5,950,000
Hotel/Motel Funds	0	2,600,000	0	0	0	0	0	2,600,000
Total Funding Sources	1,450,000	7,209,288	0	0	0	0	0	8,659,288

Regular City Council Meeting **5. 16.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31014117 with Southwest International Trucks, Inc. for one 3,000 gallon water truck.

Item Summary

The contract is for the purchase of one 3,000 gallon water truck for the Solid Waste Alley Maintenance Department. The water truck replaces a 1994 model with over 100,000 miles. It will be used to help with dust control and processing dirt roads. The water truck will also be used on repaving projects.

The $131,268 purchase from Southwest International Trucks, Inc. of Arlington, TX is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 358-10, using an electronic purchasing system, known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and is used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed, Chief Operating Officer

Attachments

Resolution & PO - Southwest International
Certificate of Conformity - PO 31014117
Picture - Water Truck

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31014117 for the purchase of a water truck as per Buy Board 358-10, by and between the City of Lubbock and Southwest International Trucks, Inc. of Arlington, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Southwest Intern-PurchaseOrd
February 28, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/11/2013
Order Number 31014117 000 OP
Branch/Plant 3526

TO:
SOUTHWEST INTERNATIONAL TRUCKS, INC.
2401 E. PIONEER PKWY.
ARLINGTON Texas 76010

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

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

Ordered 02/27/2013 Freight
Requested 02/27/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41173 BUY BOARD 358-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Water Truck	1.000	131,267.7200	EA	131,267.72	08/30/2013

Total Order 131,267.72

Terms NET DUE ON RECEIPT

This purchase order encumbers funds in the amount of $131,267.72 awarded to Southwest International Trucks of Arlington, Texas on May 1, 2013. The following is incorporated into and made part of this purchase order by reference: Price quotation dated February 21, 2013 from Southwest International Trucks of Arlington, Texas and Buy Board 358-10. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Texas Local Government Purchasing Cooperative

PRICING WORKSHEET					
Buying Agency:	City of Lubbock		Date Prepared		2/21/2013
Southwest International Trucks			Contract # 358-10	expires 10-15-2013	
Product Description:	2014 International 7400 6x4 chassis				
Contact Person:	Purchasing		Item: Base Chassis Bid	$	66,586.72
B: Options		Option cost is 80% of MSRP			
Material surcharge		800.00	Aux Fuller AT1202 transmission		5,134.40
front tow hooks		58.40	Allison 3500 RDS 5 spd auto trans		5,533.60
wheelbase		404.80	synthetic trans oil		162.40
HD 10.866" frame rails		532.00	Meritor 40K tandem		59.20
Meritor 14K front axle		560.00	RT403 40K suspension		171.20
14K front suspension		249.60	rear axle identity		152.80
tilt steering wheel		100.00	50 galRH beveled fuel tank		542.40
horizontal RH exhaust		446.40	air ride driver seat		92.80
cigar liter		14.40	two man passenger seat		230.40
body builder wiring		68.00	Power heated chrome mirrors		354.40
3 HD 1959 CCA batteries		82.40	air conditioner		658.40
AM FM Weatherband radio		270.40	8.25" x 22.5" HD .472 thick front wheels		153.60
back up alarm		96.00	8.25" x 22.5" HD .472 thick rear wheels		497.60
air horn		75.20	Goodyear 12R-22.5 G661 16 ply front		558.40
circuit breakers		79.20	Goodyear G661 14 ply rear tires		nc
under hood insulation		133.60			
splash panels		60.80			
Maxxforce DT 300 hp		908.00			
Horton drivemaster fan		219.20			
remote engine control		36.00			
Subtotal Column 1:		$ 5,194.40	Subtotal Column 2:		$14,301.60
Total Options				$	19,496.00
CHASSIS WITH FACTORY OPTIONS				$	86,082.72
TOTAL BODY PRICE		See attached body spec sheet			
3000 gallon	5 nozzels epoxy coated inside and out, with tank mounting and rear hose reel.				$39,850.00
Additional Options:					
Buy Board Fee					400.00
Transportation					4,750.00
DOT Inspection with Fire Extinguisher and Road Flare Kit					185.00
			TOTAL BUY BOARD PRICE		$131,267.72

Tom Claiborne
Southwest International Trucks-Arlington.
Arlington, Texas, 76010
Fax# 817-861-7084
Office# 817-461-2931
E-mail Address: tom.claiborne@swit-tx.com

To purchase this unit, please issue a purchase order to the Buy Board; the Buy Board will notify Southwest International of your purchase order. We will order the truck and body when we receive the purchase order from the buy Board.

Thank you,
Tom Claiborne

2/26/20131:44 PM

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF TRANSPORTATION AND AIR QUALITY
WASHINGTON, DC 20460

CERTIFICATE OF CONFORMITY
2013 MODEL YEAR

Manufacturer: **NAVISTAR, INC.**

Engine Family: **DNVXH04660GA**
Certificate Number: **NVX-ONHWY-13-05**
Intended Service Class: **MHDD**
Fuel Type: **DIESEL**
FELs: **G/BHP** NMHC +NOx:
NOx: **0.47**
PM:

Greenhouse Gas Info.
Primary Intended Service Class:
Primary Test Configuration FTP (if applicable):
CO_2 FCL value (g/hp-hr)
CO_2 FEL value (g/hp-hr)
N_2O FEL value (g/hp-hr)
CH_4 FEL value (g/hp-hr)
Primary Test Configuration Ramped-modal(if applicable):
CO_2 FCL value (g/hp-hr)
CO_2 FEL value (g/hp-hr)

Effective Date: **4/1/2013**
Date Issued: **4/1/2013**

Byron J. Bunker, Director
Compliance Division
Office of Transportation and Air Quality

Pursuant to Section 206 of the Clean Air Act (42 U.S.C. section 7525), 40 CFR Part 86, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which represent the following motor vehicle engines, by engine family, and is subject to the terms and conditions prescribed in those provisions.

This certificate of conformity covers only those new motor vehicle engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 86 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 86.

This certificate of conformity is conditional upon compliance of said manufacturer with the averaging, banking and trading provisions of 40 CFR Part 86, Subpart C. Failure to comply with these provisions may render this certificate void ab initio.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 86.096-7, 86.606, and 86.1001 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 86. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 86.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

ROSCO
DS 2000

Regular City Council Meeting **5. 17.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31014513 with Houston Freightliner Inc. for the purchase of a Vac-Con truck with 9 cubic yard vacuum jetter combination unit.

Item Summary

The purchase order contract is for a Vac-Con 9 cubic yard vacuum jetter combination unit for Wastewater Collection. The vehicle replaces a 2006 model. This piece of equipment is used to clear line obstructions from manholes and other areas where debris builds up. This unit is used to vacuum sewer overflows and assist pipeline maintenance when performing sewer mainline break repairs.

The $294,950 purchase from Houston Freightliner Inc. of Houston, Texas for the Vac-Con 9 cubic yard combination unit is made through the Houston-Galveston Area Council (HGAC) Contract No. HT11-12. H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session 1965, recodified as Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Interlocal Cooperation Act that allows governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
R. Keith Smith, Chief Operating Officer

Attachments

Resolution & PO - Houston Freightliner
Certificate of Conformity - PO 31014513
Picture - Vac Truck

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31014513 for the purchase of Vac-Con truck with 9 cubic yard vacuum jetter combination unit as per HGAC Contract No. HT11-12, by and between the City of Lubbock and Houston Freightliner, Inc. of Houston, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Houston Freightliner-PurchaseOrd
April 8, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/08/2013
Order Number 31014513 000 OP
Branch/Plant 3526

TO:

HOUSTON FREIGHTLINER, INC.
9550 NORTH LOOP EAST
HOUSTON Texas 77029

SHIP TO:

CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/02/2013 Freight
Requested 09/20/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41173 HGAC CONTRACT NO. HT11-12

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Vac-Con Truck with 9 CY Vacuum	1.000	294,950.0000	EA	294,950.00	09/20/2013
Jetter Combination Unit					

Total Order

Terms NET 30 294,950.00

This purchase order encumbers funds in the amount of $294,950 awarded to Houston Freightliner Inc. of Houston, Texas on May 1, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated March 20, 2013 from Houston Freightliner Inc. of Houston, Texas and Houston-Galveston Area Council (HGAC) Contract No. HT 11-12. Resolution#_____.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT11-12	Date Prepared:	3/20/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Lubbock	Contractor:	Houston Freightliner, Inc
Contact Person:	Melissa Trevino	Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:	mtrevino@mail.ci.lubbock.tx.us	Email:	Mike.McCarthy@STRHouston.com

Product Code:	F1	Description:	2014 Freightliner 114SD

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 85792

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
	0	Air Conditoner	726
Allison 3500 RDS Transmission	7306	Air Cab Mounts	132
20000 LB Front Axle	2836	Talladega Air Ride Driver Seat	175
	0	AM/FM Radio	225
	0		
	0	VACCON 9 CU YD Combinatioin Unit	210,650
252" Wheelbase	1028	(per attached HGAC Worksheet)	
7/16x3.5x11 1/8 Frame	875		
1/4" Frame Liner	975		
RH Outboard Under Step Exhaust with Vertical Stack	495		
Vehicle Interface with PDM mtd EOF	645	Subtotal From Additional Sheet(s):	
	0	Subtotal B:	226068

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISC 350 HP Engine	-9300		
425/65R22.5 Front Tires	1562	Subtotal From Additional Sheet(s):	
		Subtotal C:	-7738

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** -2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	304122	=	Subtotal D:	304122

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount for Single Axle	-9772		
		Subtotal F:	-9772

Delivery Date: **G. Total Purchase Price (D+E+F):** 294950

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF TRANSPORTATION AND AIR QUALITY
WASHINGTON, DC 20460

CERTIFICATE OF CONFORMITY
2013 MODEL YEAR

Manufacturer: **CUMMINS INC.**

Engine Family: **DCEXH0540LAV**
Certificate Number: **CEX-ONHWY-13-05**
Intended Service Class: **MHDD**
Fuel Type: **DIESEL**
FELs: **G/BHP**
NMHC +NOx: **N/A**
NOx: **N/A**
PM: **N/A**

Greenhouse Gas Info.
Primary Intended Service Class: **TRACTOR/VOCATIONAL**
Primary Test Configuration FTP (if applicable):
CO_2 FCL value (g/hp-hr) **553**
CO_2 FEL value (g/hp-hr) **570**
N_2O FEL value (g/hp-hr)
CH_4 FEL value (g/hp-hr)
Primary Test Configuration Ramped-modal(if applicable):
CO_2 FCL value (g/hp-hr) **497**
CO_2 FEL value (g/hp-hr) **512**

Effective Date: **10/23/2012**
Date Issued: **10/23/2012**

Byron J. Bunker, Director
Compliance Division
Office of Transportation and Air Quality

Pursuant to Section 206 of the Clean Air Act (42 U.S.C. section 7525), 40 CFR Part 86 and 40 CFR Part 1036 as applicable, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which represent the following motor vehicle engines, by engine family, and is subject to the terms and conditions prescribed in those provisions.

This certificate of conformity covers only those new motor vehicle engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 86 and 40 CFR Part 1036 as applicable and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 86 and 40 CFR Part 1036 as applicable.

This certificate of conformity is conditional upon compliance of said manufacturer with the averaging, banking and trading provisions of 40 CFR Part 86, Subpart C and 40 CFR Part 1036, Subpart H as applicable. Failure to comply with these provisions may render this certificate void ab initio.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 86.096-7, 86.606, 86.1001, and 1068.20 as applicable and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 86 and 40 CFR Part 1068 as applicable. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 86 and 40 CFR Part 1068 as applicable.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

VAC-CON
02.22.2013

Regular City Council Meeting **5. 18.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31014514 with Houston Freightliner Inc. for the purchase of a Vac-Con truck with 1,000 gallon mounted sewer jetter.

Item Summary

The purchase order contract is for a Vac-Con 1,000 gallon hydro-cleaner with mounted sewer jetter/rear mounted reel unit for Wastewater Collection. The vehicle replaces a 2006 model. This piece of equipment is used daily in performing routine sewer line maintenance by flushing and cleaning out the City sewer system. Department also responds to all customers service requests when customers are experiencing sewer problems.

The $169,432 purchase from Houston Freightliner, Inc. of Houston, TX is made through the Houston-Galveston Area Council (HGAC) Contract No. HT11-12. H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session 1965, recodified as Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Interlocal Cooperation Act that allows governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Keith Smith, Chief Operating Officer

Attachments

Resolution & PO - Houston Freightliner - Wastewater
Certificate of Conformity - PO 31014514
Picture - Wasterwater Truck

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31014514 for the purchase of Vac-Con truck with 1,000 gallon mounted sewer jetter as per HGAC Contract No. HT11-12, by and between the City of Lubbock and Houston Freightliner, Inc of Houston, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Houston Freightliner, Inc.-PurchaseOrd
April 8, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/08/2013
Order Number 31014514 000 OP
Branch/Plant 3526

TO:
HOUSTON FREIGHTLINER, INC.
9550 NORTH LOOP EAST
HOUSTON Texas 77029

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

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

Ordered 04/02/2013 Freight
Requested 09/20/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41173 HGAC CONTRACT NO. HT 11-12

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Vac-Con, 1,000 Gallon Truck Mounted Sewer Jetter	1.000	169,431.6500	EA	169,431.65	09/20/2013

Total Order

Terms NET 30 169,431.65

This purchase order encumbers funds in the amount of $169,431.65 awarded to Houston Freightliner Inc. of Houston, Texas on May 1, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated March 20, 2013 from Houston Freightliner Inc. of Houston, Texas and Houston-Galveston Area Council (HGAC) Contract No. HT11-12. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT11-12	Date Prepared:	3/20/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Lubbock	Contractor:	Houston Freightliner, Inc
Contact Person:	Melissa Trevino	Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:	mtrevino@mail.ci.lubbock.tx.us	Email:	Mike.McCarthy@STRHouston.com

Product Code:	F7	Description:	2013 Freightliner 108SD 70

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 58938

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISC 270 HP	5546	Air Conditoner	726
Allison 3000 RDS Transmission	6020	Air Cab Mounts	132
14700LB Front Axle	442	Talladega Air Ride Driver Seat	175
23000 LB Rear Axle	388	AM/FM Radio	225
80 Gallon LH Fuel Tank	170		
	0	VACCON HS1100 Jetter Body Installed	93831.65
206" Wheelbase	812		
11/32x3.5x110 5/16 Frame	425		
	0		
RH Outboard Under Step Exhaust with Vertical Stack	495		
Vehicle Interface with PDM mtd EOF	645	Subtotal From Additional Sheet(s):	
	0	Subtotal B:	110032.65

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1310 Adaptor for front PTO	1775		
	0	Subtotal From Additional Sheet(s):	
	0	Subtotal C:	1775

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	170745.65	=	Subtotal D:	170745.65

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

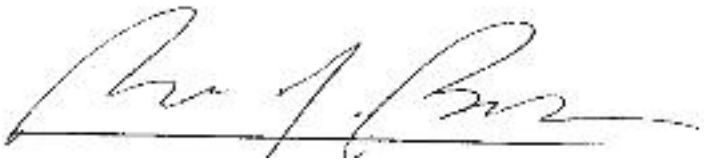
Description	Cost	Description	Cost
Discount	-1914		
		Subtotal F:	-1914

Delivery Date: **G. Total Purchase Price (D+E+F):** 169431.65

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF TRANSPORTATION AND AIR QUALITY
WASHINGTON, DC 20460

CERTIFICATE OF CONFORMITY
2012 MODEL YEAR

Manufacturer:	**CUMMINS INC.**
Engine Family:	**CCEXH0505CAC**
Certificate Number:	**CEX-ONHWY-12-18**
Intended Service Class:	**MHDD**
Fuel Type:	**DIESEL**
FELs: g/bHp-hr	NMHC + NOx: NOx: **0.31** PM:
Effective Date:	**1/3/2012**
Date Issued:	**1/3/2012**



Byron J. Bunker, Director
Compliance Division
Office of Transportation and Air Quality

Pursuant to Section 206 of the Clean Air Act (42 U.S.C. section 7525), 40 CFR Part 86, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which represent the following motor vehicle engines, by engine family, and is subject to the terms and conditions prescribed in those provisions.

This certificate of conformity covers only those new motor vehicle engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 86 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 86.

This certificate of conformity is conditional upon compliance of said manufacturer with the averaging, banking and trading provisions of 40 CFR Part 86, Subpart C. Failure to comply with these provisions may render this certificate void ab initio.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 86.096-7, 86.606, and 86.1006 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 86. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 86.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

Regular City Council Meeting **5. 19.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute purchase order contract 10008125 with Dailey Wells Communications for radio equipment for police Tahoes.

Item Summary

The City radio system operates with Harris Communications equipment and Dailey Wells is the sole source provider of all radio equipment. These radios are for the 2013 Tahoe's being outfited for the police patrol and traffic departments.

The purchase order contract is for $164,603 to Dailey Wells Communications, Inc. to provide system sales, service and repairs to include mobiles, portables, control stations,and other EDACS/P25 equipment for agencies operating on this communications system.

Dailey Wells Communications, Inc. is the only authorized Harris Corporation Network Solutions and consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code Chapter 252.022 (a)(7)(A).

Fiscal Impact

Funding is available in the FY 2012-2013 Master lease program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & PO - Dailey Wells

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10008125 for the purchase of radio equipment for police Tahoe's, by and between the City of Lubbock and Dailey Wells Communications, Inc. of San Antonio, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dailey Wells-PurchaseOrd
March 27, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/11/2013
Order Number 10008125 000 OP
Branch/Plant 100

TO:
DAILEY WELLS COMMUNICATIONS INC
3440 E HOUSTON ST
SAN ANTONIO Texas 78219

SHIP TO:
CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

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

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

Ordered 03/26/2013 Freight
Requested 03/26/2013 Taken By D.TORRES
Delivery PER C.CROW/REQ 41495 SOLE SOURCE

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Mobile M5300 Radio	51.000	1,781.2500	EA	90,843.75	05/24/2013
Feature, Upgrade to P25 TRKg	51.000	551.2500	EA	28,113.75	05/24/2013
Control Unit, CH721, Scan Rem	51.000	540.0000	EA	27,540.00	05/24/2013
Accessories, Remote Mount	51.000	270.0000	EA	13,770.00	05/24/2013
Microphone, Standard CH721	51.000	60.0000	EA	3,060.00	05/24/2013
Freight	51.000	25.0000	EA	1,275.00	05/24/2013
				Total Order	
				164,602.50	

Terms NET 30 DAYS

This purchase order encumbers funds in the amount of $164,602.50 awarded to Dailey & Wells Communications Inc. of San Antonio, Texas on May 1, 2013. The following is incorporated into and made part of this purchase order by reference: Price quotation dated March 22, 2013 from Dailey & Wells Communications Inc. of San Antonio. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

DAILEY-WELLS COMMUNICATIONS, INC.

3440 E. Houston St., San Antonio, TX 78219

To: City of Lubbock
From: Richard Kirian, 505-453-2029, rkirian@dwcomm.com
Date: 2/22/13

PRODUCT - M5300 MOBILE RADIO

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
		M5300 REMOTE MOUNT RADIO					
1	MAHK-S8MEX	Mobile,M5300,800MHz,EDACS Utility	51	$ 2,375.00	25%	$ 1,781.25	$ 90,843.75
2	HK-PL4U	Feature, Single-Key DES Encryption	51	n/c	25%	n/c	n/c
3	MAHK-NPL7Z	Feature,512 Systems/Groups	51	n/c	25%	n/c	n/c
4	MAHK-PKUPT	Feature,Upgrade to P25 Trunking	51	$ 735.00	25%	$ 551.25	$ 28,113.75
5	HK-PL4F	Feature, P25 Phase 2, TDMA	51	n/c	25%	n/c	n/c
6	MAHK-NCP9E	Control Unit,CH721,Scan,Remote Mount	51	$ 720.00	25%	$ 540.00	$ 27,540.00
7	MAHK-NZN7R	Accessories,Remote Mount	51	$ 360.00	25%	$ 270.00	$ 13,770.00
8	MAHK-NMC7Z	Microphone,Standard,CH721 Control Unit	51	$ 80.00	25%	$ 60.00	$ 3,060.00
9	FREIGHT	Freight from San Antonio, Texas	51	$ 25.00	0%	$ 25.00	$ 1,275.00
						TOTAL	$ 164,602.50

Price valid for 60 days from the date above.
Terms: Net 30 Days
Shipping: Pre-Pay and add to the invoice.

Regular City Council Meeting **5. 20.**

Meeting Date: 05/01/2013

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Change Order 2 to contract 11052 with Minnix Commercial Partners, LTD., for the renovations to the Garden and Arts Center.

Item Summary

The Garden and Arts Center was constructed in the late 1950s. This project will bring the facility into Texas Accessible Standards (TAS) compliance. In addition to TAS compliance, the interior will be renovated with new floor covering, electrical lighting, restain all wood wall/ceiling surfaces, construct a new ADA compliant multi-sex restroom, Bride's changing room, and acoustical soundproofing in the Auditorium. The work will be in accordance with plans and specifications written and stamped by JDMA Architects and BSA Consulting Engineers, PLLC. The original contract 11052 was approved by City Council on December 6, 2012.

Change Order 2 consists of the following:

Item 1: Add solar screens to east windows in Room 114, south windows in Room 124, and south windows in Room 123. Add blackout shades to windows in room 123.

Item 2: Install wood trim to cover the alarm system wiring along north and west walls of Lobby 104.
Stain or paint to match existing wall conditions.

Item 3: Paint Meeting Room 124, including the millwork. Remove the accordion curtain at sink.
Replace cabinet hardware.

Item 4: Paint the walls in Office 101.

Item 5: Abate the ACM floor tile discovered under the carpet being removed in Office 101.

Item 6 : HVAC Systems Upgrade :
Auditorium: East and West Side Split systems with return air grill.

Auditorium – South Wall
Furnish and install a new 36” x 12” side wall return air grill.

The original contract price was $289,886. Change Order 1, was a deduct for $3,518. Change Order 2 in the amount of $33,834 (equivalent to 11.67% of original contract value) will increase the contract to $320,202.

Fiscal Impact

$433,500 is appropriated in Capital Improvement Project 92263, Garden and Arts Center Renovations, with $33,834 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

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Attachments

Resolution & Change Order 2 - Minnix

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 13-11052-JOC by and between the City of Lubbock and Minnix Commercial Partners, LTD, for renovations at the Garden and Arts Center, and related documents. Said Change Order No. 2 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:

_____
Wesley Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.ChgOrd#2 Contract-Minnix
April 11, 2013

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	2	Contractor:	Minnix Commercial
Date:	04/10/13	JOC#:	13-11052-JOC
Contract #:	11052	Project Name:	GAC Renovations

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid.

Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project ***(attach additional pages if necessary)*****:**

1.	Item1 through Item 6 of the attached documents.	$33,833.94

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$289,885.94
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$33,833.94
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	11.67%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$-3,518.23
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$30,315.71
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*	10.46%
G.	NEW CONTRACT AMOUNT (A+E):	$320,201.65

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order. **This Change Order is not valid without the following signatures** ***(please sign in order and return 3 originals to Purchasing and Contract Management Department)*****:**

(1) CONTRACTOR — Date: 4/10/13

(2) PROJECT ARCHITECT/ENGINEER — Date: 4-10-13

Approved as to Content:

(3) OWNER'S REPRESENTATIVE — Date: 4/10/13

Approved as to Form:

(4) CITY ATTORNEY — Date: 4.17.13

(5) CAPITAL PROJECTS MANAGER — Date: 4/11/13

(6) PURCHASING AND CONTRACT MANAGER — Date: 4-17-2013

Change Orders over $50,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

(7) MAYOR — Date

ATTEST:

(8) CITY SECRETARY — Date

Council Date:_____ Agenda Item #:_____ Resolution #:_____

JDMA, INC.
Members American Institute of Architects

Architecture • Planning • Interior Design

George Lisenbe, Building and Energy Administrator 04-09-13
P.O. Box 2000 1625 13th Street Lubbock, Texas 79457

RE: Contract 11052 - Change Order 2 –Municipal Garden and Art Center T.A. S. and Interior Upgrades Project 4215 University Avenue Lubbock, Texas 79412

Per our bi-weekly meetings on site this last month, please find below the listing of work requested to be added to the scope of the project by the city staff and priced by the General Contractor for this project.

Item 1. Add solar screens to east windows in Room 114, south windows in Room 124 and south windows in Room 123. Also add black out shades to windows in room 123. The materials shall match the specifications utilized at the recent COL City Hall windows upgrade.

Item 2. Install and furnish wood trim to cover the alarm system wiring along north and west walls of Lobby 104. Stain or paint to match existing wall conditions.

Item 3. Paint the walls in Meeting Room 124, including the millwork. Remove the accordion curtain at sink. Replace cabinet hardware with medium grade hardware.

Item 4. Prep and paint the walls in Office 101.

Item 5. Abate the ACM floor tile discovered under the carpet being removed in Office 101.

Item 6. HVAC Systems Upgrade – Scope defined below

Auditorium - West Side Split systems

Demo the existing equipment. Furnish and install two Carrier horizontal 3 ton (13 SEER) cooling only, split systems that will include an auxiliary drain pan, wet switch, a copper line set, stats, and drain line, Cost is inclusive of a crane. Rework the existing supply and return air ducting and pitch pans. The work is inclusive of low voltage wire, charging equipment, start up, labor and needed material to complete this job. Include all labor and needed material wrap all the existing ducting with foil back insulation and put Armaflex insulation on the drain lines.

Auditorium - East Side Split Systems

Demo the existing equipment. Furnish and install two 125,000 BTU Carrier horizontal furnaces that will include: venting, filter racks, filters, low voltage wire, stats, reconnect, start up, labor and needed material to complete this job. Provide ¾" gas piping runs to the furnaces from the mechanical closet to the furnaces. Include all labor and needed material wrap all the existing ducting with foil back insulation and put Armaflex insulation on the drain lines.

Auditorium – South Wall
Furnish and install a new 36" x 12" side wall return air grill.

Steve Lee Robinson, A.I.A., C.S.I.
JDMA Incorporated, Principal
1402 Avenue N Lubbock, Texas 79401
806-744-4490 P 806-744-4494 F
srobinson@jdmatexas.com

City of Lubbock, TX
Capital Project
Project Cost Detail
May 1, 2013

Capital Project Number	92263
Capital Project Name	Garden and Arts Center Renovations

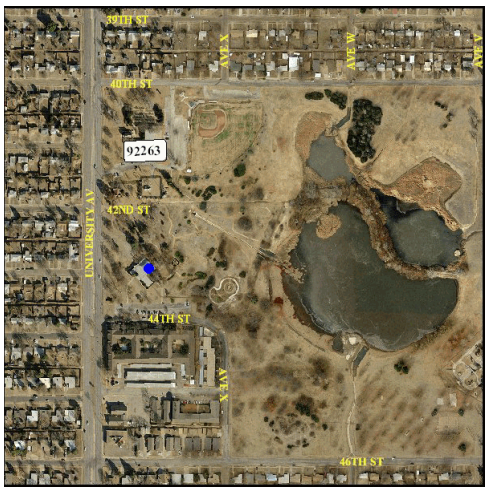
		Budget
Encumbered/Expended		
Joe D McKay Architects	$	24,600
Joe D. McKay Architects Amendment		6,000
Architecture and Engineering Reimbursables		662
Asbestos Abatement		15,955
City of Lubbock Administrative Cost		632
Bid Cost		91
Parking (Streets Contract)		20,000
Minnix Commercial Partners - 13-11052-JOC		289,886
Minnix Commercial Partners - Change Order No. 1		(3,518)
Agenda Item May 1, 2013		
Minnix Commercial Partners Change Order No. 2		33,834
Encumbered/Expended To Date		388,142
Estimated Costs for Remaining Appropriation		
Renovations		45,358
Remaining Appropriation		45,358
Total Appropriation	$	433,500

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Renovate the men and women's restrooms, entrance, parking lot, signage, and other non-compliant areas of the Garden and Arts Center. Additional work to include: install rain gutters over north and south doors, repair/replace exterior siding, repaint/repair exterior metal work, repair water run-off to prevent water from backing-up into the facility on north and south sides, paint interior, install new floor covering, Auditorium renovations, concrete work, minimal roof repairs and HVAC replacement.

Project Justification

Compliance with ADA requirements and upgrade facility for a safer environment for Citizens and employees.

Project History

An informal complaint was received regarding ADA issues during FY 2003-04. It was determined that the facilities do not meet ADA guidelines. The Garden and Arts Center experiences a high volume of senior citizens each year. Most systems and finishes have out lived their useful life expectancy.

$333,500 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$100,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	287,500	100,000	0	0	0	0	0	387,500
Construction Management Support	17,250	0	0	0	0	0	0	17,250
Design and Engineering	28,750	0	0	0	0	0	0	28,750
Total Project Appropriation	333,500	100,000	0	0	0	0	0	433,500

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2012 Tax Supported Revenue CO's	333,500	0	0	0	0	0	0	333,500
FY 2013 Tax Supported Revenue CO's	0	100,000	0	0	0	0	0	100,000
Total Funding Sources	333,500	100,000	0	0	0	0	0	433,500

Regular City Council Meeting **5. 21.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to execute contract 11197 an agreement between the City and Texas Tech University Health Sciences Center (TTUHSC) Department of Psychiatry, Southwest Institute for Addictive Diseases (SWIAD) to provide an Employee Assistance Program (EAP), RFP 13-11197-DT.

Item Summary

The City offers an Employee Assistance Program (EAP) to all full-time employees and their immediate families. TTUHSC has provided this service since June 1, 1995,and the current contract expires May 31, 2013. An EAP is designed to assist employees with problems such as depression, stress, alcohol, drugs, grief, and divorce to avoid declining job performance and absenteeism because of personal problems. This service will provide assessment, counseling, and referral of all mental health/chemical dependency care for the City's health plan of benefits, and provide diagnostic and short term counseling services to employees and family members. In addition, local counselors will provide employee assistance services for psychiatric and substance abuse conditions that include assessment, counseling and referral interviews up to a maximum of eight sessions per covered individual per year. This includes appropriate referral of clients whose need for counseling services exceeds what can be provided by the EAP. Referrals will be made based on the needs and resources of the individual (e.g., the employee's medical insurance plan). City employees who fall under Department of Transportation (DOT) regulations and fail a drug or alcohol test may be referred to TTUHSC. As a result, TTUHSC will make a referral to a certified Substance Abuse Professional (SAP) and TTUHSC will cover the SAP's fees ($375 for each occurrence) for DOT-mandated services such as assessment and follow-up. In addition, TTUHSC also acts as the "gatekeeper" regarding assessment, counseling and referral of all mental health/chemical dependency care for the City's health plan of benefits.

TTUHSC also provides, at no additional cost: staff orientation meetings; educational seminars; supervisor/management training and consultation; follow up services with employees' families for up to one year following hospitalization that will not be counted against the 8-visit maximum; appropriate referral for counseling services that exceeds those provided by the EAP; promotional materials; acts as a resource for compliance of the Drug Free Work Place Act; compliance responsibility for the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA) and the Americans with Disabilities Act as amended (ADAAA); training for police academy recruits and partners as requested; and employee work/life seminars on personal/family dynamics (e.g., work/life balance) and caring for aging parents (focusing on aspects of parental care and caregiver/family dynamics).

The City solicited proposals for the purpose of selecting a qualified firm to provide an Employee Assistance Program for the City's employees and members of their immediate families residing in their households. Evaluation criteria published in the Request for Proposal included: firm and individual qualification and experience (20% - 1 to 5 points); record of performance (20%: 1 to 5 points); financial stability (20%: 1 to 5 points); and fixed costs for scope of services delivered (40%: 1 to 5 points).

The City received three responses to the RFP. Respondents were ranked as follows:

Texas Tech University Health Sciences Center, Lubbock, TX	407
Alliance Work Partners, Austin, TX	367
Managed Care Center , Lubbock, TX	307

TTUHSC responded providing the same services as listed. The current cost to the City is $18.48 per employee per year ($1.54 per employee per month), or $37,032.96 annually. The cost for this service will be based onan estimated 2,109 employees and will be $18.96 per employee per year or approximately $39,987 annually for year one; $19.20 per employee per year or approximately $40,493 for year two; and $19.44 per employee per year or approximately $41,000 for year three. If the contract is extended for an additional 12 to 24 months, there will be no increase in cost for years four and five.

All respondents had similar service approaches and methodologies and are qualified to provide the services desired by the City. The deciding factor in making the recommendation was pricing as well as continuity in service for employees.

The new agreement with TTUHSC, Department of Psychiatry, SWIAD is for one year with an option to renew annually for up to four additional one-year terms.

The Proposal response is available in the City Secretary's office.

Fiscal Impact

The cost to the City will be $18.96 per employee per year, or $39,987. The cost for year two will be approximately $40,493 and for years three through five will be approximately $41,000. Funding is available in the Health Benefits FY 2012-13 operating budget.

Staff/Board Recommending

Quincy White, Assistant City Manager
Staff recommends award to TTUHSC, Department of Psychiatry, SWIAD.

Attachments

Resolution & Agreement - TTUHSC

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Agreement No. 11197 for Employee Assistance Program (EAP) services, by and between the City of Lubbock and Texas Tech University Health Sciences Center, Department of Psychiatry through the Southwest Institute for Addictive Diseases, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSA-TTUHSC
April 11, 2013

95427-6

PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF LUBBOCK

This agreement is made by and between the City of Lubbock, a municipal corporation, hereinafter called "City of Lubbock," and Texas Tech University Health Sciences Center, Department of Psychiatry, through the Southwest Institute for Addictive Diseases, hereinafter called "TTUHSC," witnesseth:

ARTICLE I
SERVICES TO BE PROVIDED

Whereas the City of Lubbock desires to provide an Employee Assistance Program (EAP) to benefit its employees and TTUHSC desires to deliver such professional services, the two parties agree as set forth below:

1. TTUHSC agrees to provide EAP services in the form of initial assessment, short term counseling, and referral interviews up to a maximum of eight (8) sessions per covered individual employee per contract year (June 1 – May 31). Should an employee seek and obtain treatment and/or counseling beyond the maximum of eight (8) sessions from any other source recommended by TTUHSC, the employee shall be responsible for payment of all costs associated with that treatment and/or counseling.

2. TTUHSC agrees to provide EAP services to members of the immediate family of City of Lubbock employees without receiving any additional compensation. Such services to an employee's family member shall be provided within the maximum number of sessions (eight) specified in paragraph 1 above. Immediate family member is defined as spouse, child, parents, siblings, or any other dependent living in the same household with the employee. It is the responsibility of the City of Lubbock to determine who is eligible for services under this program.

3. TTUHSC agrees to make appropriate referral of clients whose need for counseling services exceeds those provided by the EAP. Referrals are to be determined based on the needs of the individual and considering the cost effectiveness of services not provided by the EAP or covered under the medical insurance plan.

4. TTUHSC agrees to act as a "gatekeeper" regarding the assessment, counseling, and referral of all Mental Health/Chemical Dependency care for the City of Lubbock's health plan of benefits.

5. TTUHSC agrees to provide a 24-hour accessible hotline, available through either a local number or a toll free number, to all City of Lubbock covered employees and their families.

6. TTUHSC agrees to provide intervention and crisis counseling services, including critical incident stress management (CISM) services, when requested by the City of Lubbock.

7. TTUHSC agrees to provide staff orientation meetings as requested by the City of Lubbock to increase awareness and utilization of this EAP resource.

8. TTUHSC agrees to provide educational seminars and preventative services at the request of the City of Lubbock. These seminars and services include stress management training for police officers and Police Academy trainees, and their immediate family as defined in Article I Paragraph 2. These educational seminars and preventative services will be provided at no additional cost to the City of Lubbock.

9. TTUHSC agrees to provide supervisor/management training and consultation services to the City of Lubbock, available on an as needed basis at the discretion of the City of Lubbock.

10. TTUHSC agrees to provide a supervisory manual and training to all supervisory personnel on the services provided by the EAP and the most effective manner of referring employees to the program.

11. TTUHSC agrees to provide a representative to assist in planning with the City of Lubbock's Benefits Section of Human Resources.

12. TTUHSC agrees to provide consultation regarding policy formulation or revision relating to unsatisfactory work performance or behavior or drug and alcohol testing.

13. TTUHSC agrees to provide organizational assessment and intervention/prevention services for groups of City of Lubbock employees (i.e., two or more employees), if requested by the City of Lubbock.

14. TTUHSC agrees to provide, if requested by the City of Lubbock, employee work/life seminars on personal/family dynamics (work/life balance) and caring for aging parents (focusing on aspects of parental care and caregiver/family dynamics).

15. TTUHSC agrees to provide promotional materials (i.e., brochures and posters) to ensure that employees of the City of Lubbock are aware of the EAP and the services that they are eligible to receive through the EAP.

16. TTUHSC agrees to provide referral of City of Lubbock employees who fall under the Department of Transportation (DOT) regulations and who fail a drug or alcohol test. In addition to making the referral to a certified Substance Abuse Professional (SAP), TTUHSC also agrees to cover the SAP's fees ($375 for each occurrence) for DOT-mandated services, such as assessment and follow-up. However, costs associated with the SAP's treatment recommendations will be the responsibility of the City of Lubbock employee and will not be covered by TTUHSC.

17. Employees are responsible for notifying and arranging time off with their supervisor if they must enter treatment programs (inpatient and outpatient). TTUHSC agrees to work with the employee's supervisor in arranging for a smooth and positive re-entry into the work environment (in accordance with the Family and Medical Leave Act of 1993) and as an advocate for those employees who have been off the job in order to receive treatment. TTUHSC will assume the advocacy role only when the employee has given written consent or in the event of a mandatory referral by the supervisor related to poor job performance.

18. TTUHSC agrees to provide management interface services for City of Lubbock supervisors regarding integration of job-site activities following an employee's hospitalization or outpatient treatment (assuming the employee's consent).

19. TTUHSC agrees to provide follow-up services and make assessments of a troubled employee's progress for up to one year after initial intake when the employee has given written consent. Such follow-up will not be counted against the eight (8) sessions offered under this agreement.

20. TTUHSC agrees to provide the City of Lubbock with quarterly and annual utilization reports.

21. TTUHSC agrees to act as a resource for compliance of the Drug Free Work Place Act.

22. TTUHSC agrees to assume responsibility to be in compliance with the Health Insurance Portability and Accountability Act of 1996 as amended.

23. It is agreed by both parties that in order to protect the confidentiality of employees of the City of Lubbock, names and other information that may identify specific employees or family members who have used the service shall not be included in quarterly or annual statistical utilization reports. TTUHSC agrees to release and resolve the City of Lubbock from any and all liabilities that may occur from litigation and/or the resolution of the same resulting from the services rendered by TTUHSC insofar as allowed by the Constitution and the laws of the State of Texas. Both parties hereto recognize that information that is confidential under the Texas Open Records Act may not be released except pursuant to an Attorney General decision or court order.

ARTICLE II
COMPENSATION

The City of Lubbock agrees to a payment rate of **$18.96** per employee per year ($1.58 per month per employee) for contract Year One (June 1, 2013 to May 31, 2014). This rate shall be based upon the total number of employees employed by the City of Lubbock (**2109**) as of the date of execution of this agreement. The estimated total payment rate for this number of employees for contract Year One is **$39,986.64**. If the City of Lubbock exercises its option to renew the contract for a second year (June 1, 2014 to May 31, 2015), it agrees to a payment rate of $19.20 per employee per year for that 12-month period. If the City of Lubbock exercises its option to renew the contract for a third year (June 1, 2015 to May 31, 2016), it agrees to a payment rate of $19.44 per employee for that 12-month period. The payment rate for the third year will remain in effect for years four and five, if the City of Lubbock chooses to continue receiving TTUHSC's services for those two years. The total payment rate, however, is subject to quarterly review and may be renegotiated by the parties to this agreement in the event of significant changes in the employment census at the City of Lubbock.

Payments to TTUHSC shall be made on a monthly basis. TTUHSC shall send a monthly statement of charges to the City of Lubbock. Payments should be made to Texas Tech University Health Sciences Center, Southwest Institute for Addictive Diseases, Department of

Psychiatry, Lubbock, TX 79430, Attention: Rudy Arredondo, Ed.D / Alan Korinek, Ph.D. All payments required to be made by either party to this Agreement shall be made from current revenues available to the paying party.

ARTICLE III
TERM AND TERMINATION

This contract shall become effective on June 1, 2013 and shall be for a period of one year, unless previously terminated pursuant to this article (Article III). The City of Lubbock has the option to renew the contract annually for up to four additional one-year terms, contingent upon satisfactory performance evaluations by the City of Lubbock.

Either party may terminate this contract at any time with or without cause by giving the other party thirty (30) days written notice of termination. This agreement shall terminate immediately upon nonpayment. The City of Lubbock is responsible to notify employees that services are no longer available.

ARTICLE IV
INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. TTUHSC shall be deemed at all times to be an independent contractor. The sole interest and responsibility of the parties is to perform the services covered by this agreement in a competent, efficient, and satisfactory manner. In carrying out the terms of this contract, TTUHSC shall select its own employees and such employees shall be and act under the control of their employer.

ARTICLE V
SEVERABILITY

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.

ARTICLE VI
ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement.

ARTICLE VII
VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

ARTICLE VIII
AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

ARTICLE IX
INSURANCE

1. General. TTUHSC shall ensure that its medical personnel providing medical services to City of Lubbock employees procure and carry, at their sole cost and expense through the life of this contract insurance protection hereinafter specified, in form and substance satisfactory to the City. The mutually agreed upon insurance carriers must be carriers authorized to do business in the State of Texas. A Certificate of Insurance specifying each and all coverage shall be on file with he contractor prior to the execution of the Contract. Written notice of cancellation of any material change will be provided thirty (30) days in advance of cancellation or change.

2. Required coverage. TTUHSC shall ensure that its medical personnel obtain and maintain policies of insurance throughout the Contract term in limits specified below. TTUHSC shall maintain Professional Medical Liability Insurance coverage with a minimum of One Million and no/100 Dollars ($1,000,000) combined single limit in the aggregate and per occurrence.

3. Subcontractors. TTUHSC shall require each subcontractor with whom it contracts to provide activities as contemplated by this Contract, to obtain proof of insurance coverage as set forth herein, and to provide to contractor, prior to such a person performing any such activities, a Certificate of Insurance establishing such coverage.

ARTICLE X
CONTRACT DISPUTE RESOLUTION

The contracting parties will utilize the contract dispute resolution process set forth in Chapter 2260 of the Texas Government Code to resolve a dispute arising under the contract.

IN WITNESS WHEREOF, the undersigned parties bind themselves to the faithful performance of this agreement.

95427-6

City of Lubbock

Glen C. Robertson, Mayor

Date: _____

Attest: _____
Rebecca Garza
City Secretary

Approved as to Content:
Quincy White
Assistant City Manager

Approved as to Form:
Chad Weaver
Assistant City Attorney

Texas Tech University Health Sciences Center
Southwest Institute for Addictive Diseases

Elmo M. Cavin
Executive Vice President

Date: 4/16/2013

Regular City Council Meeting **5. 22.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Community Development: Consider a resolution by the City Council to set a date and time to hold a public hearing for a proposed change to Urban Renewal Plan Area 23, as Amendment 2 to revise all properties currently designated residential, multi-family and commercial properties to Commercial/Interstate Highway Commercial (IHC) land use in the 300 blocks bounded by the Marsha Sharp Access Road on the south; by University Avenue on the west; by 3rd Street on the North; and the alley west of Avenue Q in Block 3 of the J. H. Dodson Subdivision of the Roberts & McWhorter Addition to the City of Lubbock, excluding Tract "A," A. R. Addition previously approved and amended to Commercial/Interstate High Commercial (IHC) on July 12, 2012 by the City Council of Lubbock.

Item Summary

On June 26, 2006, by Resolution #2006-R0328, the City Council voted to approve a City Policy for the area in the 300 blocks of all streets between University Avenue and Avenue Q for future development to be designated Commercial. This action was taken after several neighborhood meetings were held in the Jackson/Mahon neighborhoods with three different plans being presented. A majority of residents agreed at the time that the best zoning would be commercial for the subject area. The zoning would only be changed as developments for an entire block came before the Planning and Zoning Commission.

In 2012, the first development in this area, a hotel to be located in the 300 block of Vernon Avenue and Avenue V required a zoning revision from multi-family (R-3) to Interstate Highway Commercial District (IHC) Specific Use and was approved by the Planning and Zoning Commission on June 7, 2012 and by the City Council on June 21, 2012.

This development also required an amendment to Urban Renewal Plan Area 23 to change the land use from single-family (R-1) to Commercial/Interstate Highway Commercial District (IHC) Specific Use. The proposed amendment along with authorizing a public hearing was approved by the Urban Renewal Agency Board of Commissioners on May 22, 2012. The public hearing was held and the amendment approved by the City Council on July 12, 2012.

After going through the amendment process to the Urban Renewal Plan for the hotel development, discussions took place with staff and the Urban Renewal Agency Board to amend the entire plan to be in alignment with City Policy for the purpose of saving time intensive steps for future developers and to eliminate costly advertising required for each amendment.

On October 30, 2012, the Urban Renewal Board of Commissioners voted to approve the proposed Land Use Plan Area 23, Amendment #2 to align with the current City Policy Guidelines. Amending the Urban Renewal Plan to Commercial/Interstate Highway Commercial (IHC) for the entire length of this corridor for properties that are not already designated for this use will benefit in avoiding the dual process of changing both the Urban Renewal Plan and the City Zoning each occurring time.

This proposed Urban Renewal land use amendment was approved by the Planning and Zoning Commission on

March 7, 2013, as required in Section 374.014 of the Texas Local Government Code. Urban Renewal Plan Area 23 was originally approved by the Lubbock City Council on November 17, 1977.

The suggested date and time of the Public Hearing is June 13, 2013 at 6:30 p.m. or at the next scheduled City Council meeting thereafter with the public hearing being advertised three times within the 30-day time period prior to the public hearing.

After the Public Hearing, the City Council will vote on the proposed Urban Renewal land use plan change.

Fiscal Impact

While the public hearing will not have an impact fiscally, commercial development will have a positive impact by creating economic development, increasing property tax revenue, and enhancing the area.

Staff/Board Recommending

Quincy White, Assistant City Manager
Urban Renewal Board of Commissioners
Planning and Zoning Commission

Attachments

Resoluton - Urban Renewal Plan

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby authorize the date and time to hold a public hearing for proposed Amendment #2 to Urban Renewal Plan Area 23 to revise all properties currently designated residential, multi-family and commercial properties to Commercial/Interstate Highway Commercial (IHC) Urban Renewal Land Use as indicated and described on the attached legal description and map and made a part hereof.

The time & date for the Public Hearing is at _____ on June 13, 2013.

Passed by the City Council this_____day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton
Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

Ccdocs/Urban Renewal Agency – Urban Renewal Plan Number 23 Amendment 2
4.17.13

Legal Description to Urban Renewal Area Plan 23, Amendment #2

For Interstate Highway Commercial (IHC) Use

These properties in the 300 block are bounded by the Marsha Sharp Access Road on the South; by University Avenue on the West; by 3rd Street on the North; and by the alley west of Avenue Q in Block 3 of the J. H. Dodson Subdivision of the Roberts & McWhorter Addition excluding Tract "A," A. R. Addition to the City of Lubbock, Lubbock County, Texas, a replat of portions of Lots 5 and 20, all of Lots 6 through 19, alley inclusive of Green-Hankins Addition, a subdivision of Block 11, Roberts & McWhorter Addition to the City of Lubbock, Lubbock County, Texas, according to the map, Plat and/or Dedication Deed thereof recorded in Volume 88, page 604, Deed Records of Lubbock County, Texas, previously approved and amended to Commercial/Interstate Highway Commercial (IHC) on July 12, 2012 by the City Council of the City of Lubbock:

Lots 1, 2, 3, 4, 5 and the South 16 feet of Lot 6, Block 3, J. H. Dodson Subdivision;

Lots 1, 2, 3, 4, 5, 6, 7 and 8 less ROW, 21 less ROW, 22, 23, 24, 25, 26, 27, and 28, Block 4, Star Subdivision;

Lots 1, 2, 3, 4, 5, 6, 7, 8, the N/2 of 9, 12 less ROW, 13, 14, 15, 16, 17, 18, 19 and less the South 10 feet of 20, Block 5, Baker Subdivision;

Tracts A, B, C, North part of Tract D, all of Lot 1 and part of Lot 2, in Block 3, Roberts & McWhorter Subdivision;

Lot 2 and South 15 adjacent feet, Lot 5 less ROW, Tract D, Lots 6, 7, and 8, Block 6, Roberts & McWhorter Subdivision;

Lot 1 less ROW, Lot 2 less ROW, all of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 less ROW, and 15 less ROW, Block 7, Furrs Super Market Subdivision;

Lots 1, 2, 3, 4, 5, 6 7, North part of 8, North part of 17, and all of Lots 18, 19, 20, 21, 22, 23 and 24 Block 8, Caver Subdivision;

Lot 7 less ROW, all of Lots 8, 9, 10 , 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 less ROW, Block 9, Crump Subdivision;

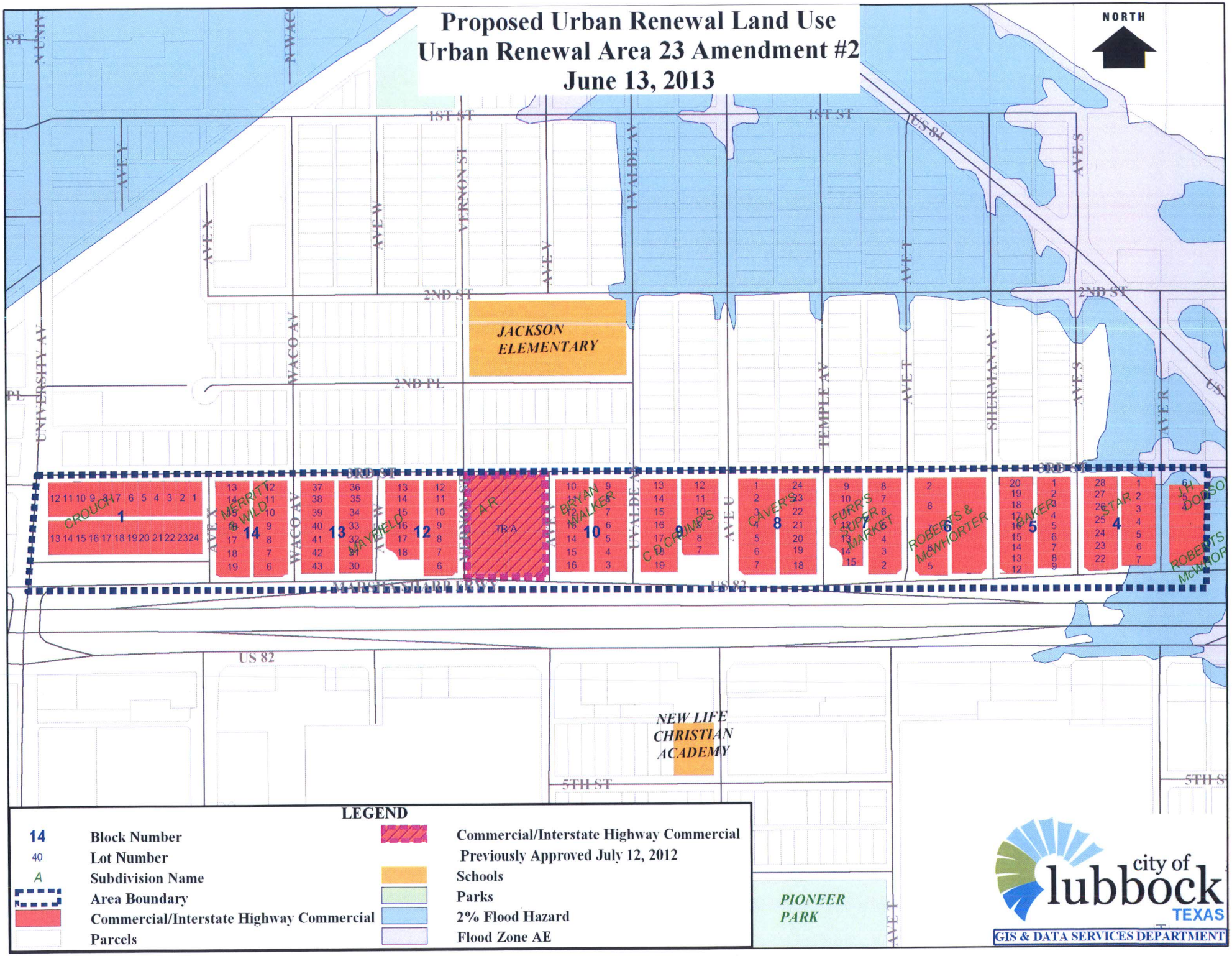
Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 10, Walker Bryan Subdivision;

Lot 5 less ROW, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 less ROW, Block 12, Mayfield Subdivision; and Lots 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43, Block 13, Mayfield Subdivision;

The North part of Lot 5, all of Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and the North part of Lot 1, Skibell Subdivision, all of Block 14, Merritt & Wild Subdivision; and

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 1, Crouch Subdivision.

ROW – Right-of Way


Proposed Urban Renewal Land Use
Urban Renewal Area 23 Amendment #2
June 13, 2013
NORTH
1ST ST
2ND ST
2ND PL
3RD ST
5TH ST
US 82
US 84
AVE X
AVE W
AVE V
AVE U
AVE T
AVE S
AVE R
VERNON ST
UVALDE AV
WACO AV
TEMPLE AV
SHERMAN AV
UNIVERSITY AV
JACKSON ELEMENTARY
NEW LIFE CHRISTIAN ACADEMY
PIONEER PARK
CROUCH
MERRITT
WILD
MAYFIELD
BRYAN
WALKER
CROMER'S
CAVER'S
FURR'S SUPER MARKET
ROBERTS & McWHORTER
BAKER
STAR
DODSON
1
14
13
12
10
9
8
7
6
5
4
LEGEND
Block Number
Lot Number
Subdivision Name
Area Boundary
Commercial/Interstate Highway Commercial
Parcels
Commercial/Interstate Highway Commercial Previously Approved July 12, 2012
Schools
Parks
2% Flood Hazard
Flood Zone AE
city of lubbock TEXAS
GIS & DATA SERVICES DEPARTMENT

Regular City Council Meeting **5. 23.**

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Emergency Management/Fire Department: Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City, contract 2013-041470 and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).

Item Summary

This contract with the DSHS shall administer programs and perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement from the Centers for Disease Control and Prevention (CDC). The purpose of this funding is to purchase and install server upgrades (primary and back-up) for the WebEOC program.

The total amount of the contract is $17,019. The contract covers two servers (one listed under “supplies” for $4,750 and one listed under “equipment” for $11,222). A 3-year service package is also included in the amount of $1,047.

A 10% in-kind match is required for this contract. This will be met by time spent on the project by IT staff.

The Statement of Work and Public Health Emergency Preparedness Workplan is attached. The contract period is from January 1, 2013 through August 31, 2013. General Provisions are available in the City Secretary's office.

Fiscal Impact

The related budget amendment was approved on February 14, 2013.

Staff/Board Recommending

Mike Kemp, Fire Chief
Jay Parchman, Director of Emergency Services

Attachments

Resolution - DSHS
DSHS Discretionary Contract

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS) to obtain grant funding for services or goods in support of the Public Health Emergency Preparedeness Cooperative Agreement from the Centers for Disease Control, and specifically to purchase and install server upgrades (primary and backup) for the WebEOC program. Said agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT
(regarding Public Health Emergency Preparedness Services provisions):

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES.Interlocal Agreement-DSHS Contract 2013-041470 (WebEOC Grant).doc

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2013-041470 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LUBBOCK (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $17,019.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 01/01/2013 and ends on 08/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2013-041470-005 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LUBBOCK
Address: P. O. BOX 2000
LUBBOCK, TX 79408
Vendor Identification Number: 17560005906001

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	CITY OF LUBBOCK
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

John Grace, City Attorney

DOCUMENT NO. 2013-041470
PROGRAM ATTACHMENT NO. 005
PURCHASE ORDER NO. 0000391253

CONTRACTOR: CITY OF LUBBOCK

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

TERM: 01/01/2013 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

Contractor shall address the following CDC PHEP Capabilities under this Program Attachment:

Tier 1 Capabilities

Capability 1:	Community Preparedness
Capability 3:	Emergency Operations Center Coordination
Capability 6:	Information Sharing
Capability 7:	Mass Care
Capability 8:	Medical Countermeasure Dispensing
Capability 9:	Medical Material Management and Distribution
Capability 10:	Medical Surge

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs will continue to be met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

Definition: Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

Contractor shall purchase and install server upgrades to the WebEOC. This project shall be referred to and reported to DSHS as "Project C2-LHD-19". The allocation for Project C2-LHD-19 is $17,019.00 and shall not exceed this amount without DSHS prior approval.

If applicable, Contractor shall request approval to move funds between projects through the Discretionary Reallocation Form. Requests shall be submitted to the assigned contract manager and to CPSRCT@dshs.state.tx.us.

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1201. :
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:* http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
- Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents: https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
- Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos): http://www.texasprepares.org/survivingdisaster.htm; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

Funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind

donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Contractor is required to provide matching funds for this Program Attachment not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

Contractor shall meet and report milestones as developed in coordination with DSHS on each project described in SECTION I. STATEMENT OF WORK.

Contractor shall report the expenditure breakdown and provide an update of progress and activities as outlined in the attached Exhibit A. Contractor shall submit Exhibit A for each project as outlined in SECTION I. STATEMENT OF WORK. Each report will be submitted to

PHP.VoucherSupport@dshs.state.tx.us and PHEP@dshs.state.tx.us with each monthly reimbursement request.

The Monthly Exhibit A is due in accordance to the table below:

January 1-January 31, 2013	February 28, 2013
February 1-February 28, 2013	March 29, 2013
March 1-March 31, 2013	April 30, 2013
April 1-April 30, 2013	May 30, 2013
May 1-May 31, 2013	June 28, 2013
June 1-June 30, 2013	July 30, 2013
July 1-July 31, 2013	August 30, 2013
August 1-August 31, 2013	September 30, 2013

Contractor shall provide services in the following county(ies)/area: Lubbock

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement.

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (Form B-13A), and Financial Status Report to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA* # 93.069

DUNS NUMBER: 058213893

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, **Reporting** Section 1.03, is revised to include:

> Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.
>
> Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

General Provisions, **Payment Methods and Restrictions** Article IV, **Billing Submission** Section 4.02, is amended to include the following:

> Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than July 30, 2013 for costs incurred between the services dates of January 1, 2013 and June 30, 2013.

General Provisions, ARTICLE IV. **PAYMENT METHODS AND RESTRICTIONS,** Section 4.04 **Working Capital Advance** is amended to include the following**:**

> Contractor shall liquidate or return unused portions of the working capital advance to the Department prior to the end of the Program grant period of June 30, 2013.

General Provisions, **Payment Methods and Restrictions** Article IV **Financial Status Reports (FSRs)** Section 4.05, is amended to include the following**:**

> Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter one shall include January 1, 2013 through February 28, 2013. Quarter two shall include March 1, 2013 through June 30, 2013. Quarter three shall include July 1, 2013

through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Terms and Conditions of Payment** Article IV, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, or backfilling costs for staff.

General Provisions, **General Terms** Article XIII, **Amendment** Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2013-041470-005

Categorical Budget:

PERSONNEL	$1,142.00
FRINGE BENEFITS	$578.00
TRAVEL	$0.00
EQUIPMENT	$11,222.00
SUPPLIES	$4,750.00
CONTRACTUAL	$0.00
OTHER	$1,047.00
TOTAL DIRECT CHARGES	$18,739.00
INDIRECT CHARGES	$0.00
TOTAL	$18,739.00
DSHS SHARE	$17,019.00
CONTRACTOR SHARE	$1,720.00
OTHER MATCH	$1,720.00

Total reimbursements will not exceed $17,019.00

Financial status reports are due: 03/29/2013, 07/31/2013, 10/31/2013

Equipment List Attached.

Equipment List

Equipment Total: $ 11,222.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Twelve-Core AMD Operton 6100 Series Processor and accessories. Server.	1	$11,222.00	$11,222.00

Regular Agenda

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 1875-X, a request of Hugo Reed and Associates, Inc. (for CMH, Inc.) for a zoning change to amend the conditions of Ordinance 6614 on 52.4 acres of unplatted land out of Block AK, Section 43 (6801 19th Street) and consider an ordinance.

Item Summary

Zoning Request:
From R-1 Specific Use to R-1 Specific Use to amend the conditions of the previous ordinance.

Proposed Land Use:
The proponent is requesting to add a small retail use near the center of an existing mobile home park. The existing building is currently used as a clubhouse and community center for the park. The proposed grocery or convenience store, will primarily serve the tenants of the mobile home park.

Adjacent Land Uses:
N – Commercial – zoned C-4 Commercial District
S – Residential – zoned AM Apartment Medical
E – Residential – zoned R-1 Specific Use for mobile home park single family
W – Vacant residential – zoned R-1 Single Family

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
No one spoke in favor of or opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
There is no impact on the CLUP.

P&Z Recommendation with a unanimous vote following proposed condition:
1. That a grocery store, according to the C-2 standards, is allowed and is limited to the existing location of the community center.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1875-X

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 6614 TO ADD CONDITIONS TO THE R-1, SPECIFIC USE ZONING ON 52.4 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 43 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:

SECTION 1. THAT Ordinance No. 6614 is hereby amended, by adding a new Section 1(a), to read as follows:

> That a grocery store, according to the C-2 standards, is allowed and is limited to the existing location of the community center.

SECTION 2. THAT 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, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

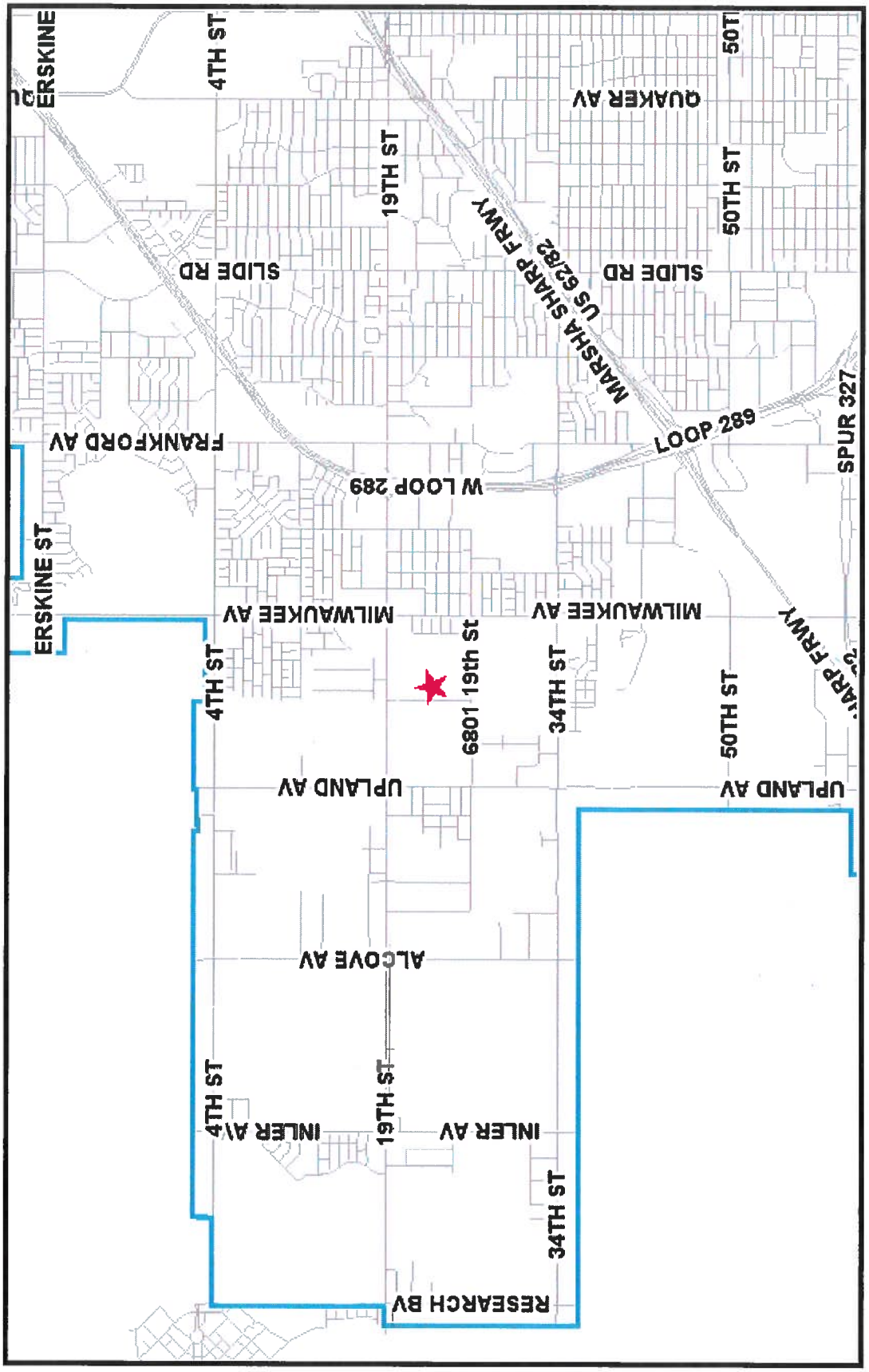
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Interim Director of Planning

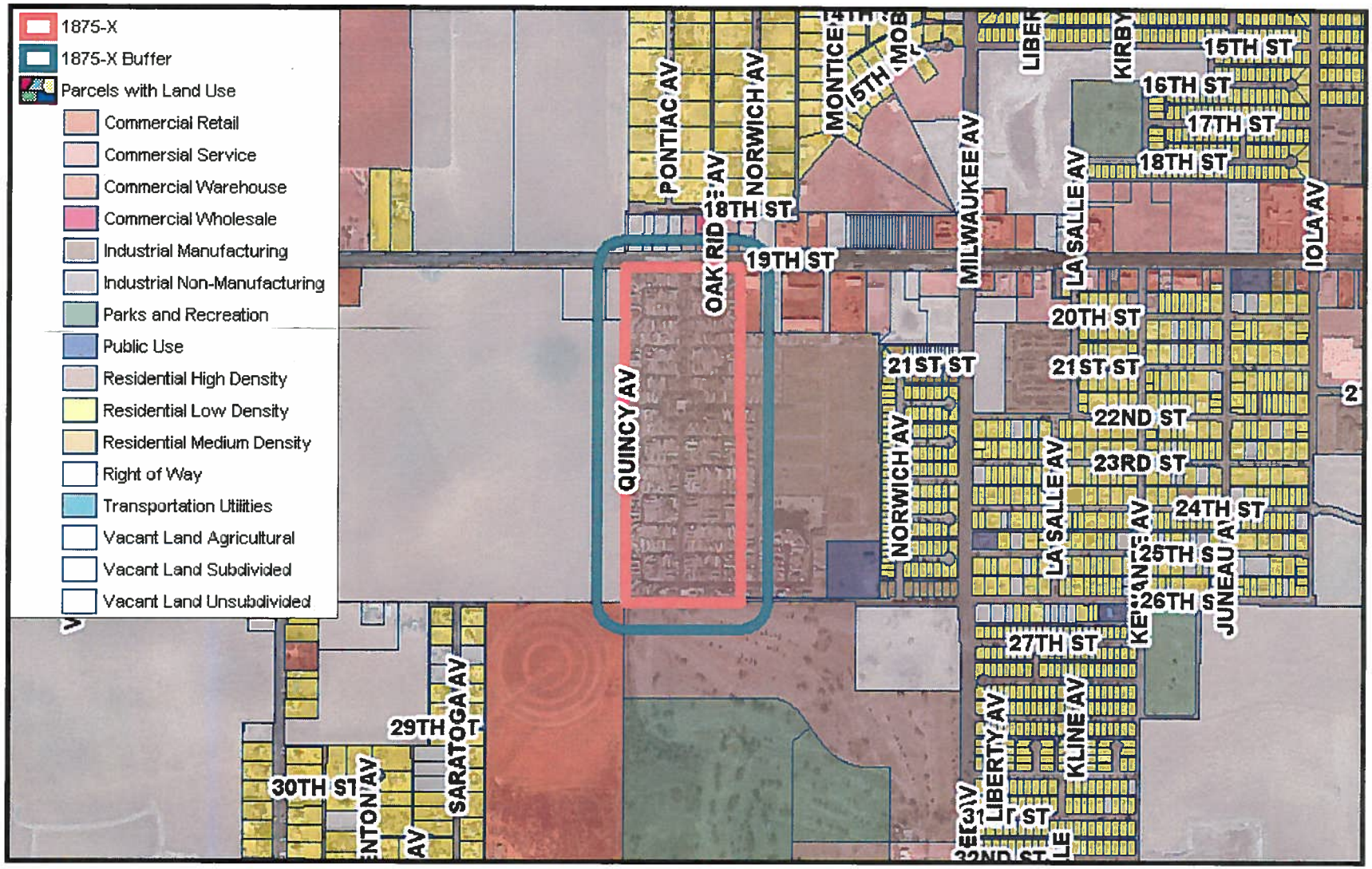
APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/ZC1875-X
April 4, 2013

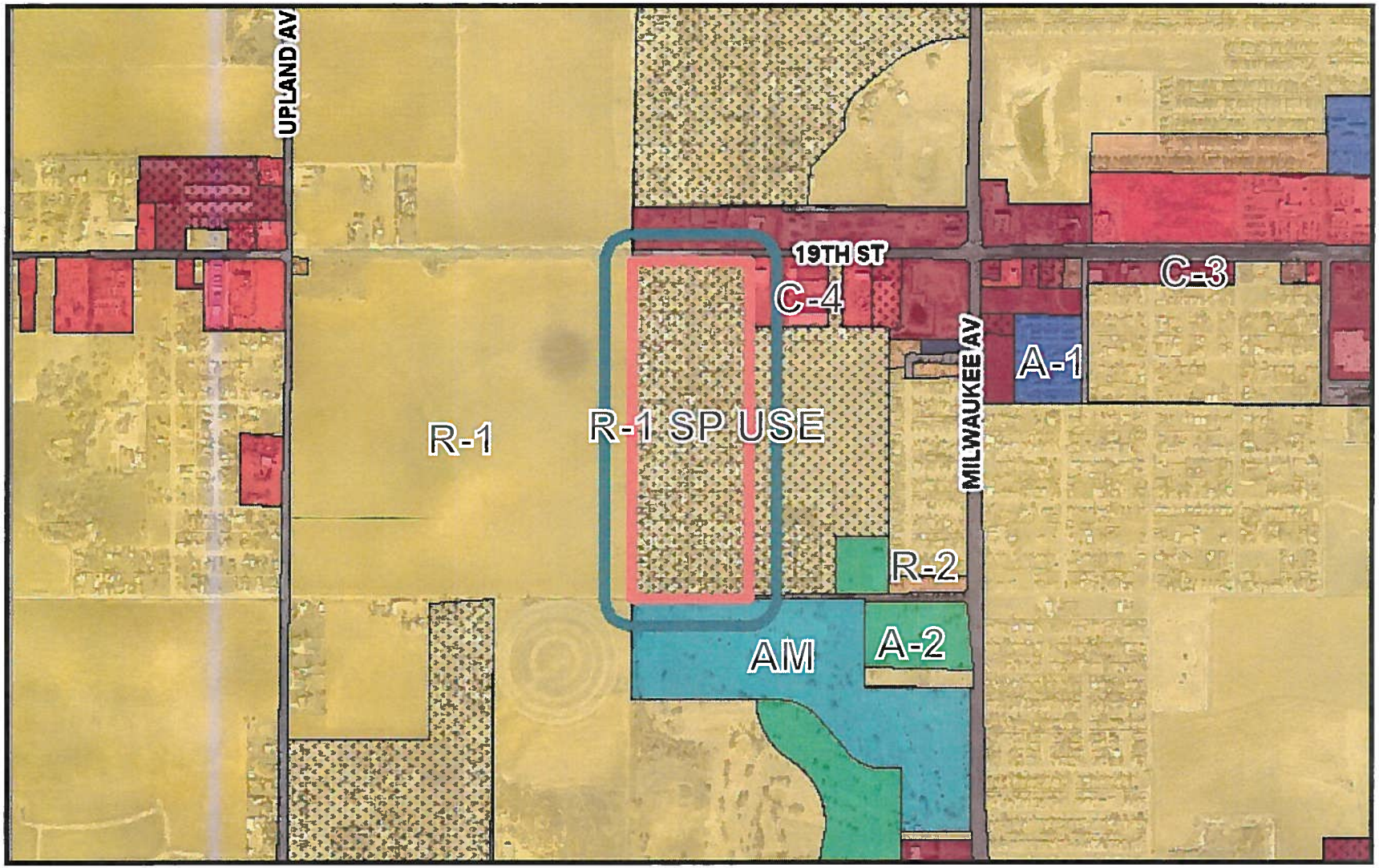


P.Z.C. Case 1875-X



P.Z.C. Case 1875-X

Request of Hugo Reed and Associates, Inc. (for CMH, Inc.) for a zoning change to amend the conditions of Ordinance 6614, 6801 19th Street



P.Z.C. Case 1875-X 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
CMH, Inc.
6801 19th Street
Street/Post Office Box
Lubbock, Texas 79407
City State Zip
806-792-4673
Telephone

Location or Address: 19th Street and Quincy Avenue

Legal Description:* See Metes and Bounds Description from previous zone case (attached)

Existing Land Use: Mobile Home Park

Existing Zoning: R-1 Specific Use

Acreage or Square Footage of Property: 52.4 acres

Zoning Requested: Amendment to R-1 Specific Use to include convenience store.

Proposed Development: Convenience store with beer and wine sales.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

March 11, 2013
Date

Filing Fee: $631 (CMH #5843)
($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.

Rec'd 17719 Ck # 5843 **For City Use Only** M+B Map 46

Zone Case No.: 1875-X **Agenda No.:** 7

Request for zoning change from: — **To:** —

Ammend the conditions of ordinance 6614

52.4 acres of unplatted land out of block A-K section 43

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 19th St and Quincy Ave

KJ:pr

ORDINANCE NO. 6614

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1695 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK SO AS TO MAKE THE FOLLOWING CHANGE: ZONE CASE NO. 1875: CHANGE A TRACT OF LAND OUT OF SECTIC 43, BLOCK A-K, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, FROM AN "R-1" ZONING DISTRICT TO A "SPECIFIC USE, MOBILE HOME PARK"; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, after receiving the recommendations of the Planning and Zoning Commission and after due notice and public hearing and all matters having been done and performed as required by Section 14-A of Zoning Ordinance No. 1695 of the City of Lubbock, (said Ordinance being an Appendix to the Lubbock City Code) relating to Specific Use permits, the City Council finds that due to changed conditions, it would be expedient and in the interest of the public health, morals and general welfare to authorize the granting of a Specific Use Permit as hereinafter set forth, NOW THEREFORE:

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

SECTION 1. THAT the Director of Planning of the City of Lubbock is authorized to issue a Specific Use Permit to the Applicant in Zone Case No. 1875 in accordance with the recommendations and conditions imposed by the Planning and Zoning Commission, on file with the office of the Director of Planning, and the City Council which are hereby adopted and incorporated herein by reference for all purposes, provided said Applicant agrees to be bound by the terms of the Specific Use Permit, the granting of which is hereby made subject to compliance to all provisions of Zoning Ordinance No. 1695 an Ordinance of the City of Lubbock, includir particularly but not limited to, Section 14-A of Zoning Ordinance No. 1695 within twenty-four(24) months of the effective date of this Ordinance, the City Secretary-Treasurer shall be and is hereby authorized and instructed, upon written notice fr the Director of Planning that Applicant has not complied with the provisions, condi tions and terms imposed by this Ordinance, to note Applicant's failure to comply on the margin of the Minutes of the City Council opposite entry of this Ordinance, and the authorization to issue such Specific Use Permit is hereby revoked; and the Director of Planning in such event is directed to remove from the Zoning Map the legend indicating such limited use. The Specific Use authorized by this Ordinance is for Mobile Home Park, under provisions of Section 14-A.1-19, of the Zoning Ordinance on the property below described:

ZONE CASE NO. 1894:

Change a tract of land out of Section 43, Block A-K, City of Lubbock, Lubbock County, Texas, from an "R-1" Zoning District to a "Specific Use, Mobile Home Park"; further described by metes and bounds to wit:

FROM the Point of Beginning the NE corner of the NE 1/4 of Section 43, Block AK, bear S 89° 59' E 2638.87 feet and North 0° 00' 30" West 65 feet;

KJ:pr

THENCE South 2575.8 feet;

THENCE East 885.53 feet;

THENCE North 2575.8 feet;

THENCE West 885.53 feet to PLACE OF BEGINNING.

SECTION 2. THAT from and after passage and effective date of this Ordinance, said lots, tracts and parcels of land described in Section 1 hereof shall be changed to the zoning district indicated and the Official Map is amended in accordance herewith.

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

SECTION 4. THAT 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 Council on first reading this 25 day of APRIL, 1973
Passed by the Council on second reading this 10 day of MAY, 1973

Morris W. Turner

MORRIS W. TURNER, MAYOR

ATTEST:

Lavenia Lowe

Lavenia Lowe, City Secretary-Treasurer

APPROVED AS TO FORM:

Fred O. Senter, Jr., City Attorney

APPROVED:

Van McVay, Administrator

COUNCIL RCDY. 22
ZONING
BUILDING INSP.
FIRE MAP
CARDS
SEPIA

ZONE CASE 1894

CHANGE R-1 TO SP USE
MOBILE HOME PARK
SCALE 1"-300'

N

STATE OF TEXAS ROW

280' | 280.03' | 2 280.06' | 3 280.10' | 4 280.13' | 5 280.16' | 265.19' | OAKRIDGE | 265.23' | 7 280.2 | 8 280.3 | 9 | 235'

104' 110' 110' 110' 110' 94.99 60' 135.01' 125' 160'

65' 65'

19 TH STREET

885.53'

R-1

AVENUE

150'

287.00'

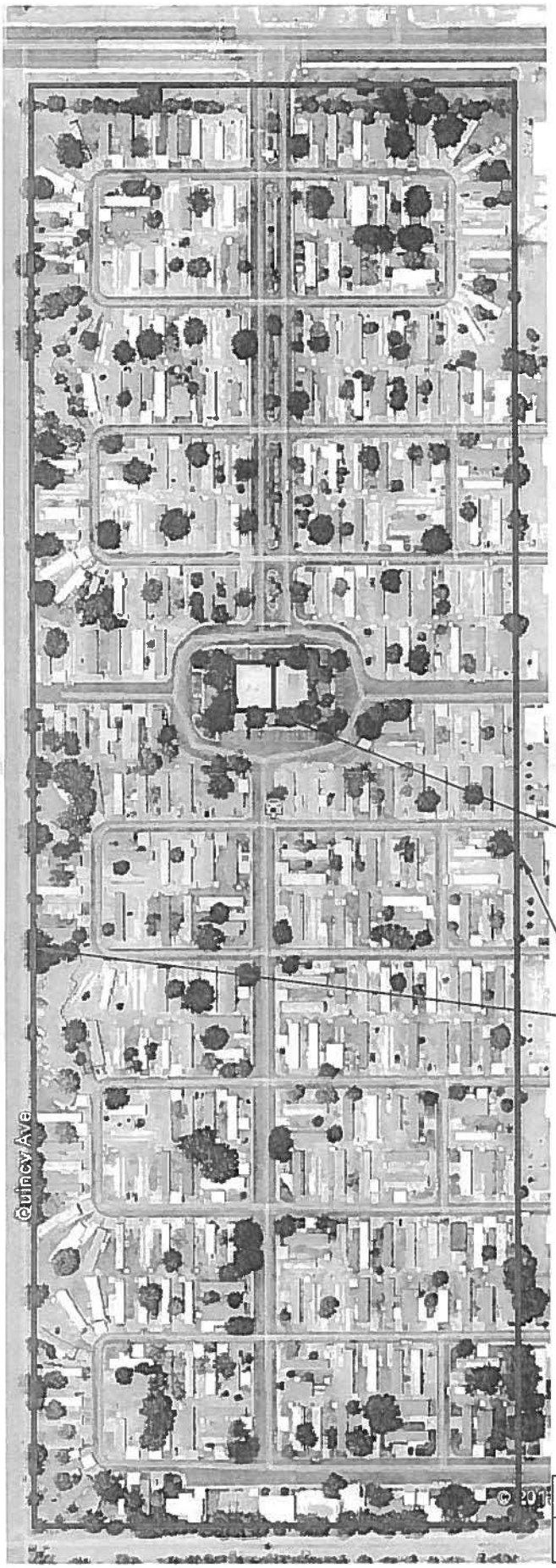
QUINCY

R-1

R-1

SEC AK BLK 43

150'



PROPOSED
CONVENIENCE
STORE

ZONE CASE 1894
R-1 SPECIFIC USE

SITE PLAN

NORTH

Not to Scale

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-765
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763-5642
FAX 806 / 763-3891

7

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3/31/13

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1875-X**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

Print Name MILT VAUGHN

Signature: Milt Vaughn

Address: VAUGHN STORAGE SYSTEMS CO (at)

Address of Property Owned: 6704 - W. 19th - 79407
(ACROSS THE STREET AT THE LIGHT!)

8 of 14

Zone Case Number: 1875-X 61031
VAUGHN MILTON D
PO BOX 16384

LUBBOCK TX 79490-6384

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2508-J, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 12.33 acres of unplatted land out of Block E-2, Section 19 (south of 111th Street and west of Flint Avenue) and consider an ordinance.

Item Summary

Zoning Request:
R-1 specific use for townhomes.

Proposed Land Use:
The proposed land use is for a townhome development.

Adjacent Land Uses:
N – Commercial – zoned R-2 Specific Use
S – Commercial – zoned Interstate Highway Industrial
E – Residential – zoned R-1 residential single family
W – Apartments – zoned A-1 apartments

Planning and Zoning Commission Public Hearing Notes from April 4, 2013:
There were two letters in opposition of the request citing there were too many rentals. A gentleman attended the meeting stating that he was concerned, but not in favor of or against the proposal.

Impact on the Comprehensive Land Use Plan (CLUP):
Background: The previous case requested a change to R-2 for duplexes, which was denied, although it met the standards of the CLUP.

The development and rezoning is consistent with the CLUP. R-1 is the lowest density zoning for any district, although townhomes would require a minimum 3,500 sq. ft. lot, versus the standard 5,000 sq. ft. lot for single family homes. Staff believes this development should be an asset for the surrounding areas acting as a buffer for the single family to the east and from the apartments to the west.

P&Z Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2508-J

Zone Case 2508-J

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. 2508-J;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **R-1 SPECIFIC USE** FOR **TOWNHOMES**, ON **12.33 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 19,** 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. 2508-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1 Specific Use** for **townhomes** on **12.33 acres of unplatted land out of Block E-2, Section 19,** City of Lubbock, Lubbock County, Texas, located at **south of 111th Street and west of Flint Avenue,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 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 **south of 111th Street and west of Flint 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, Interim Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2508-J
April 4, 2013

Rezone to R-1, Specific Use

METES AND BOUNDS DESCRIPTION of a 12.33 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'55" E approximately 1,093.60 feet and North approximately 386.96 feet from the Southwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE N 0°0'19" W an approximate distance of 676 feet;

THENCE East an approximate distance of 785 feet;

THENCE South an approximate distance of 308.32 feet;

THENCE along the arc of a curve to the left having a radius of 868.00 feet, a central angle of 10°54'03", a chord distance of 164.89 feet (chord bears S 5°27'01" E), and an arc distance of 165.14 feet;

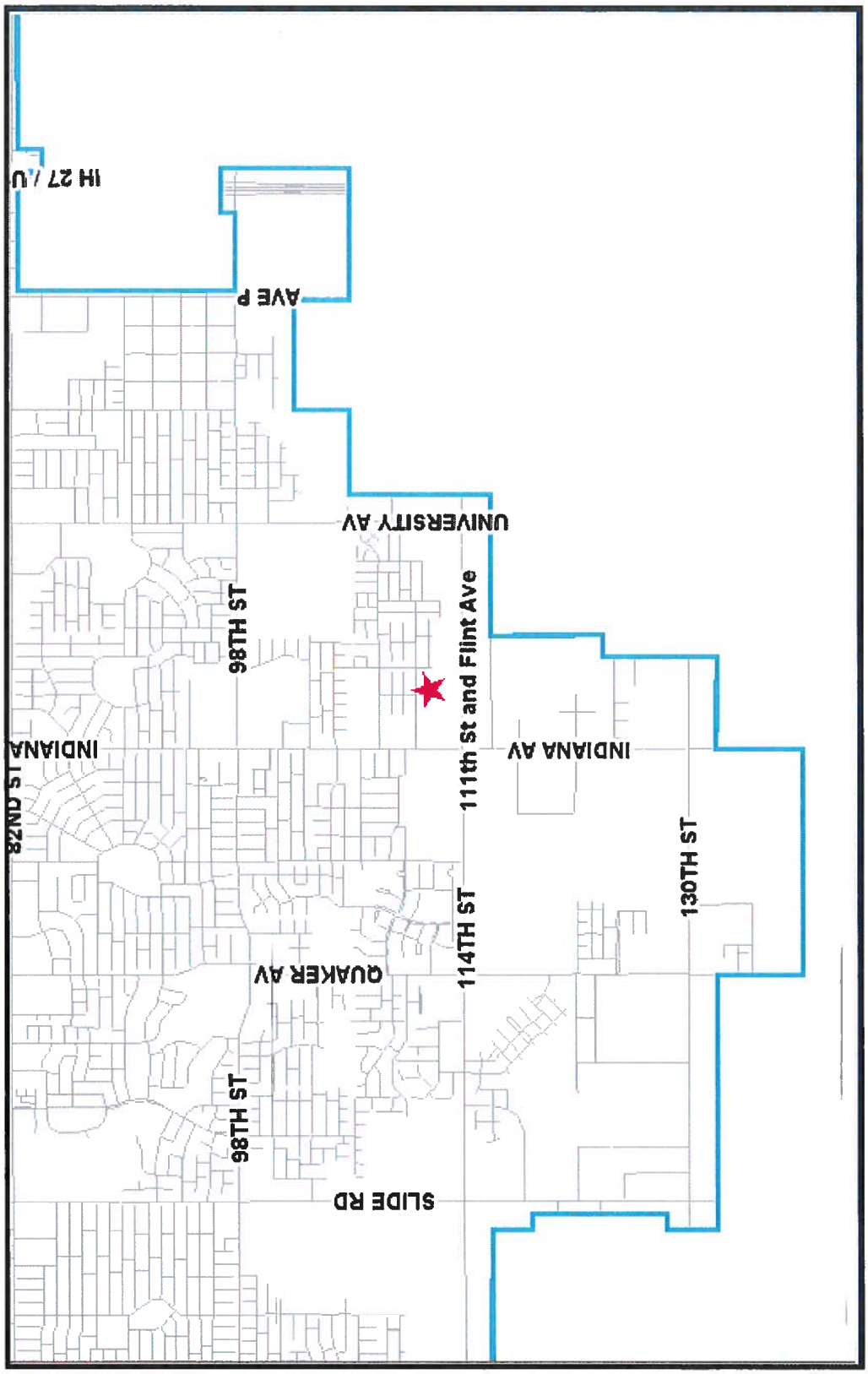
THENCE along the arc of a curve to the right having a radius of 1022.00 feet, a central angle of 10°54'03", a chord distance of 194.15 feet (chord bears S 5°27'01" E), and an arc distance of 194.44 feet;

THENCE South an approximate distance of 10.27 feet;

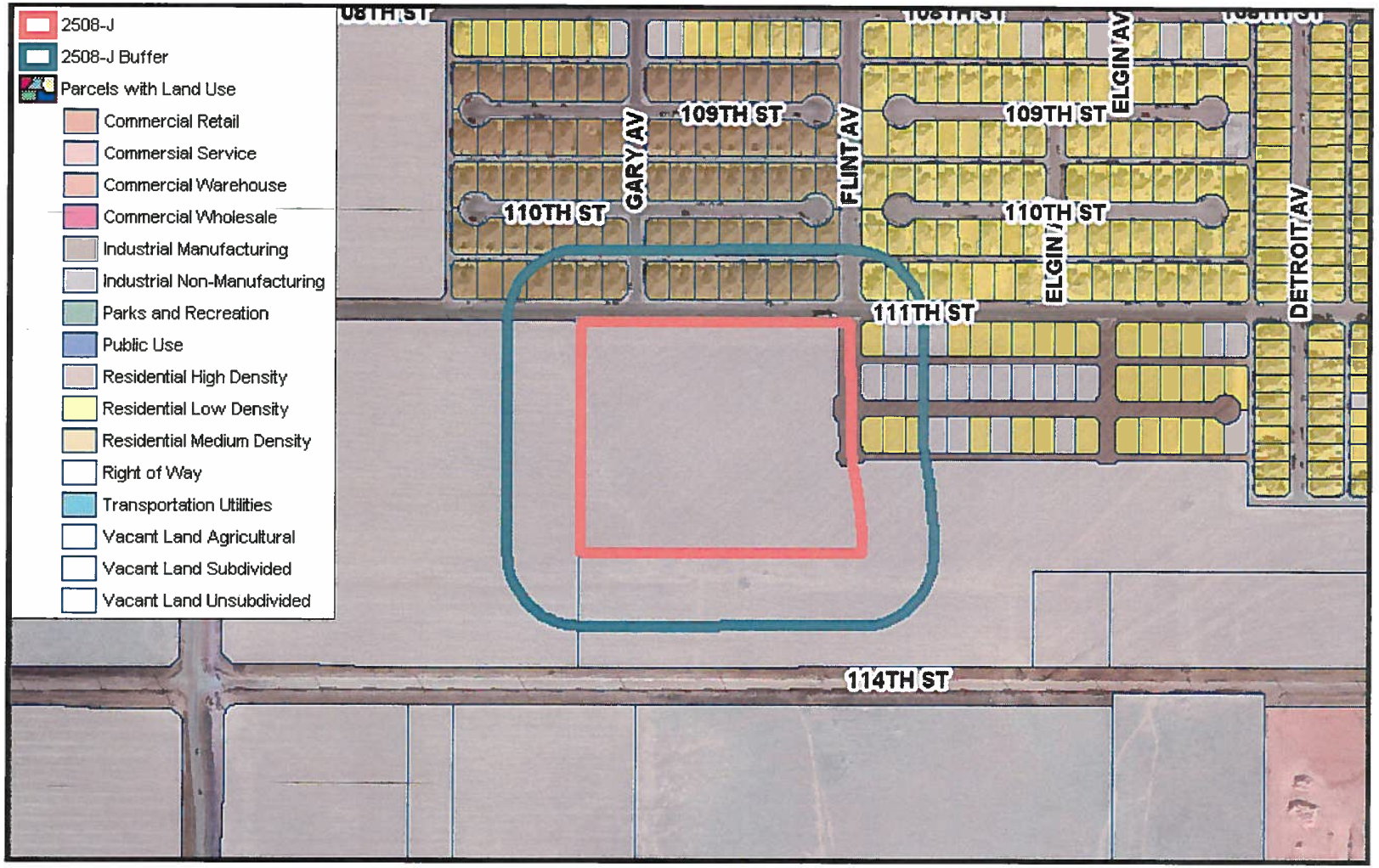
THENCE West an approximate distance of 819.04 feet to the Point of Beginning and containing approximately 12.33 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
March 20, 2013

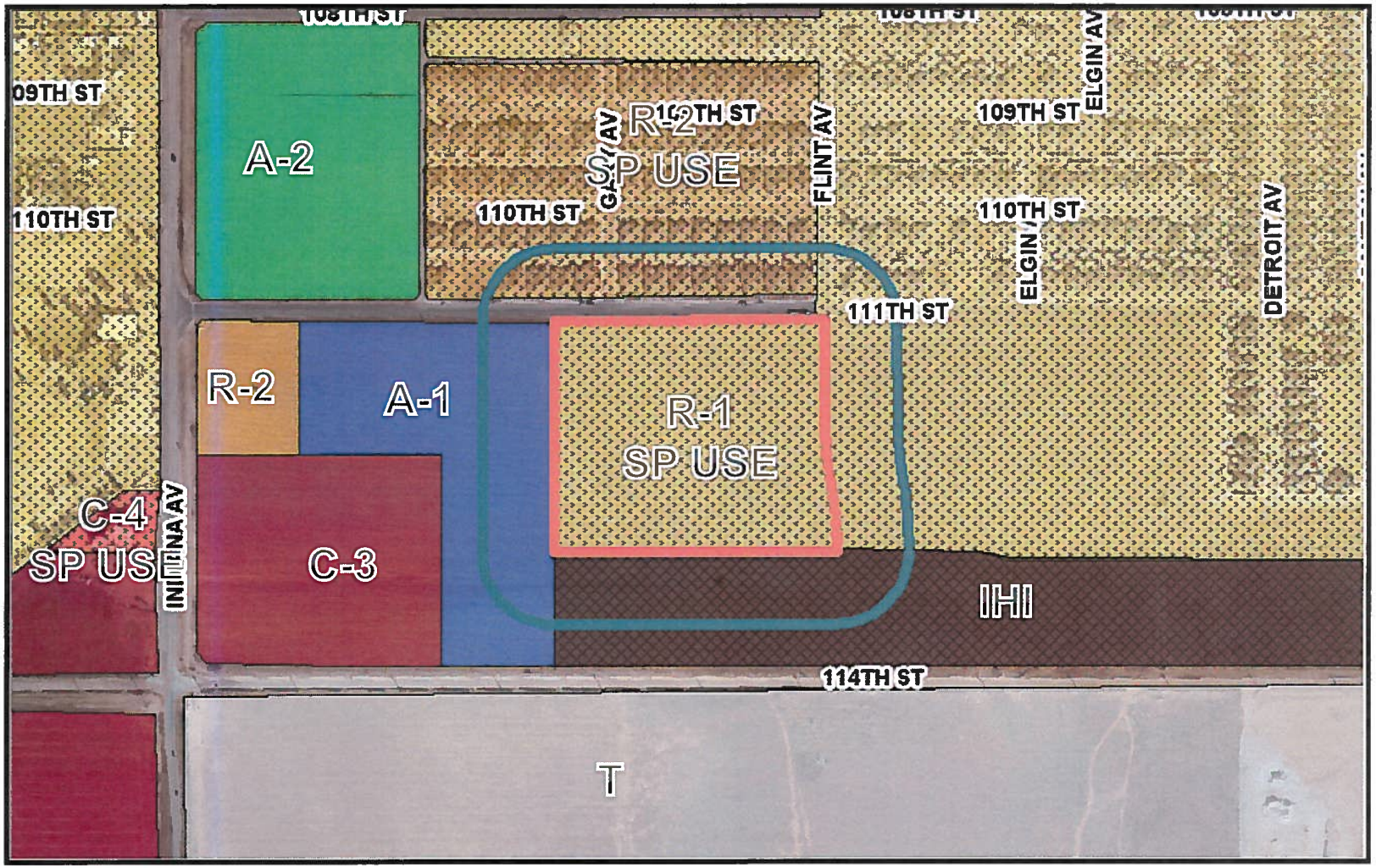


P.Z.C. Case 2508-J



P.Z.C. Case 2508-J

Request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes, south of 111th Street and west of Flint Avenue



P.Z.C. Case 2508-J Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

For Lubbock Land Company, LLC

4808 Knoxville, Suite A
Street/Post Office Box

Lubbock | TX | 79413
City | State | Zip

(806) 798-0098
Telephone

Location or Address: Gary Avenue and 112th Street

Legal Description:* See Attached

Existing Land Use: Agricultural **Existing Zoning:** R-1 Specific Use

Acreage or Square Footage of Property: 12.33 acres

Zoning Requested: R-1 Specific Use for Townhomes

Proposed Development: Townhome development

If property is not subdivided, will preliminary plat be submitted? Yes _____ No x

Applicant's Signature

March 5, 2013
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: $511
($475.00 for the first acre; $3.00 for each additional acre)

CHECK: 1310
REC: 17712

For City Use Only

MB map 48

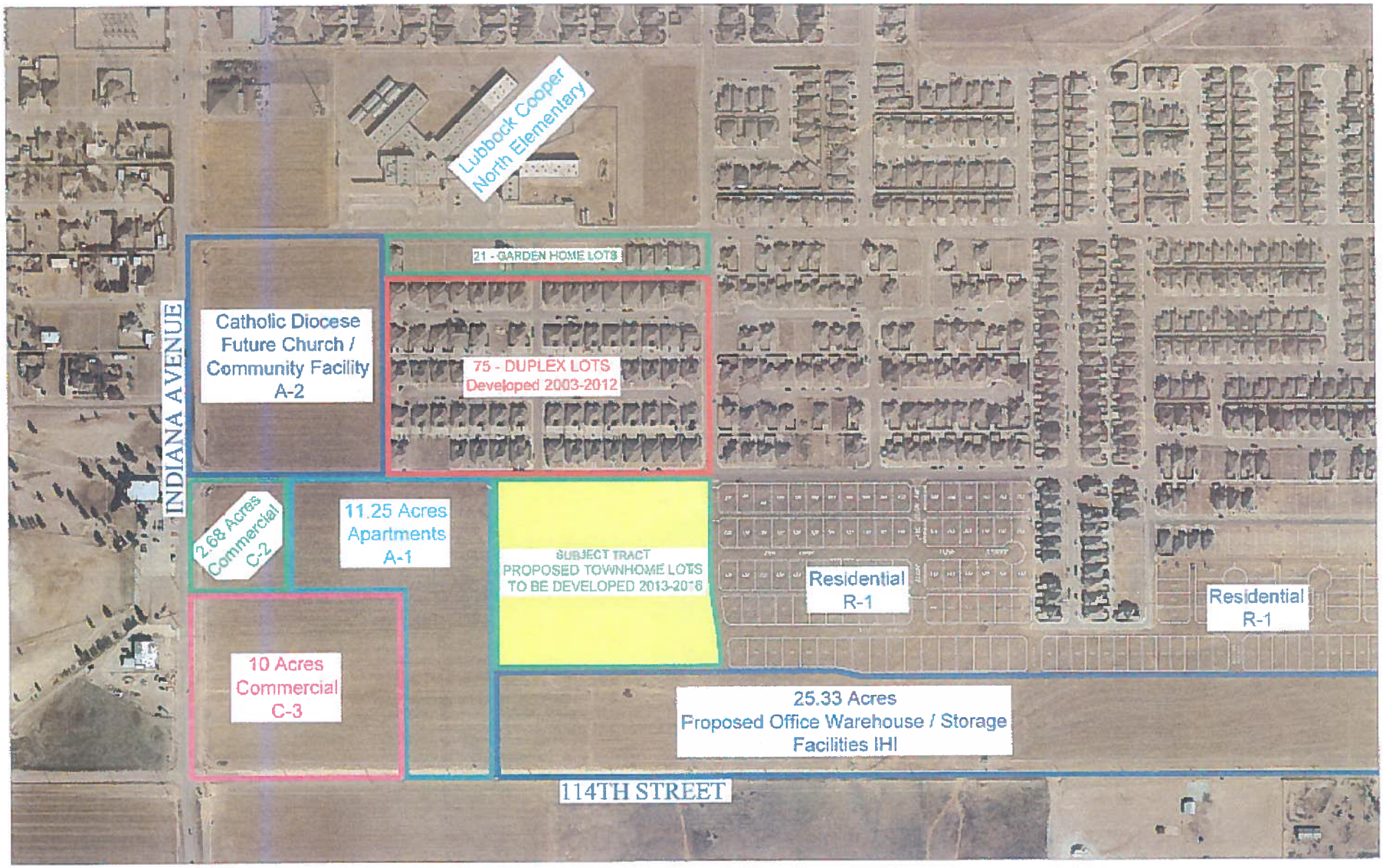
Zone Case No.: 2508-J **Agenda No.:** 2

Request for zoning change from: R-1 SP USE **To:** R-1 SP USE

on 12.33 acres of unplatted land out of Block E-2 Section 19

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** Gary Ave and 112th St).


Lubbock Cooper
North Elementary
21 - GARDEN HOME LOTS
INDIANA AVENUE
Catholic Diocese
Future Church /
Community Facility
A-2
75 - DUPLEX LOTS
Developed 2003-2012
2.68 Acres
Commercial
C-2
11.25 Acres
Apartments
A-1
SUBJECT TRACT
PROPOSED TOWNHOME LOTS
TO BE DEVELOPED 2013-2016
Residential
R-1
Residential
R-1
10 Acres
Commercial
C-3
25.33 Acres
Proposed Office Warehouse / Storage
Facilities IHI
114TH STREET

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3018-B, a request of McCanton Woods for a zoning change from A-3 Specific Use to C-2 Specific Use for a sports grill and bar on the west 226 feet of tract 5B (southeast corner of Mac Davis Lane and Avenue X) and consider an ordinance.

Item Summary

Zoning Request:
C-2 Specific Use for a sports grill and bar.

Proposed Land Use:
The proposed land use is to construct a new freestanding building for a sports grill and bar (Nick's).

Adjacent Land Uses:
N – Commercial – zoned CB-3 (Overton hotel and Conference Center).
S – Commercial mix – zoned A-3 Specific Use for apartments.
E – Commercial mix – zoned CB-2 (apartments with commercial).
W – Commercial – zoned A-3 Specific Use for apartments.

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
No one spoke in favor of or opposition to the request.

During the hearing, the question of sufficient parking was considered and staff informed the P&Z that parking would be sufficient and contained on-site.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposed change would be a minor change to the CLUP, but is consistent with the redevelopment plan for North Overton.

There is a combination of high density apartments (residential) and commercial uses throughout the area. A restaurant at this location, should enhance the area, and make more amenities available to residents of the area. The addition of amenities in such proximity promotes pedestrian activity and limits the use of motor vehicles.

P&Z Commission Recommendation:
The Planning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3018-B

Zone Case 3018-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3018-B;** A ZONING CHANGE FROM **A-3 SPECIFIC USE** TO **C-2 SPECIFIC USE** FOR **A SPORTS GRILL AND BAR**, ON **THE WEST 226 FEET OF TRACT 5B,** 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. 3018-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-3 Specific Use** to **C-2 Specific Use** for

a **sports grill and bar** on **the west 226 feet of Tract 5B,** City of Lubbock, Lubbock County, Texas, located at **southeast corner of Mac Davis Lane and Avenue X,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-3 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 **southeast corner of Mac Davis Lane and Avenue X**, 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:

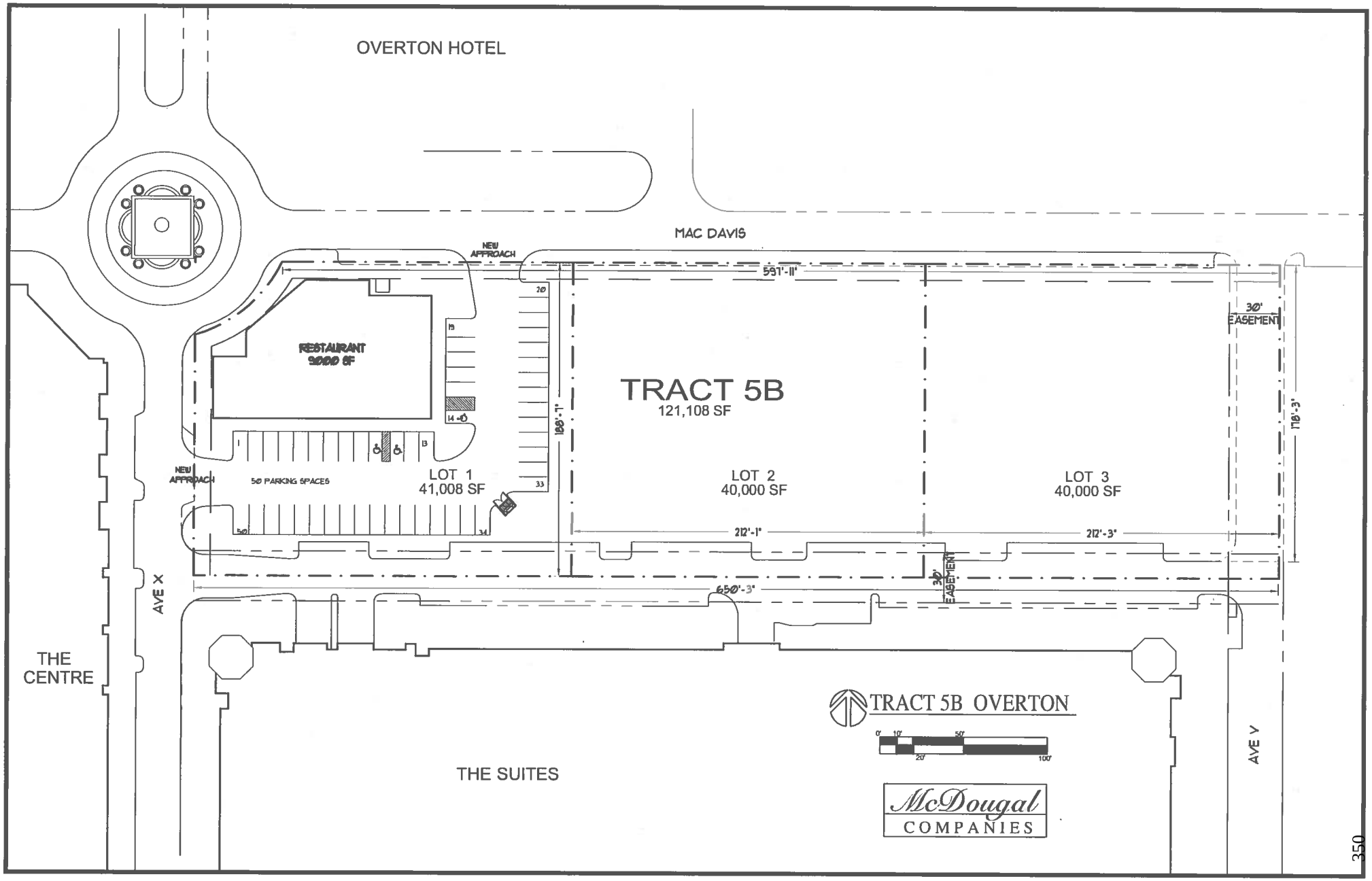
Andrew Paxton, Interim Director of Planning

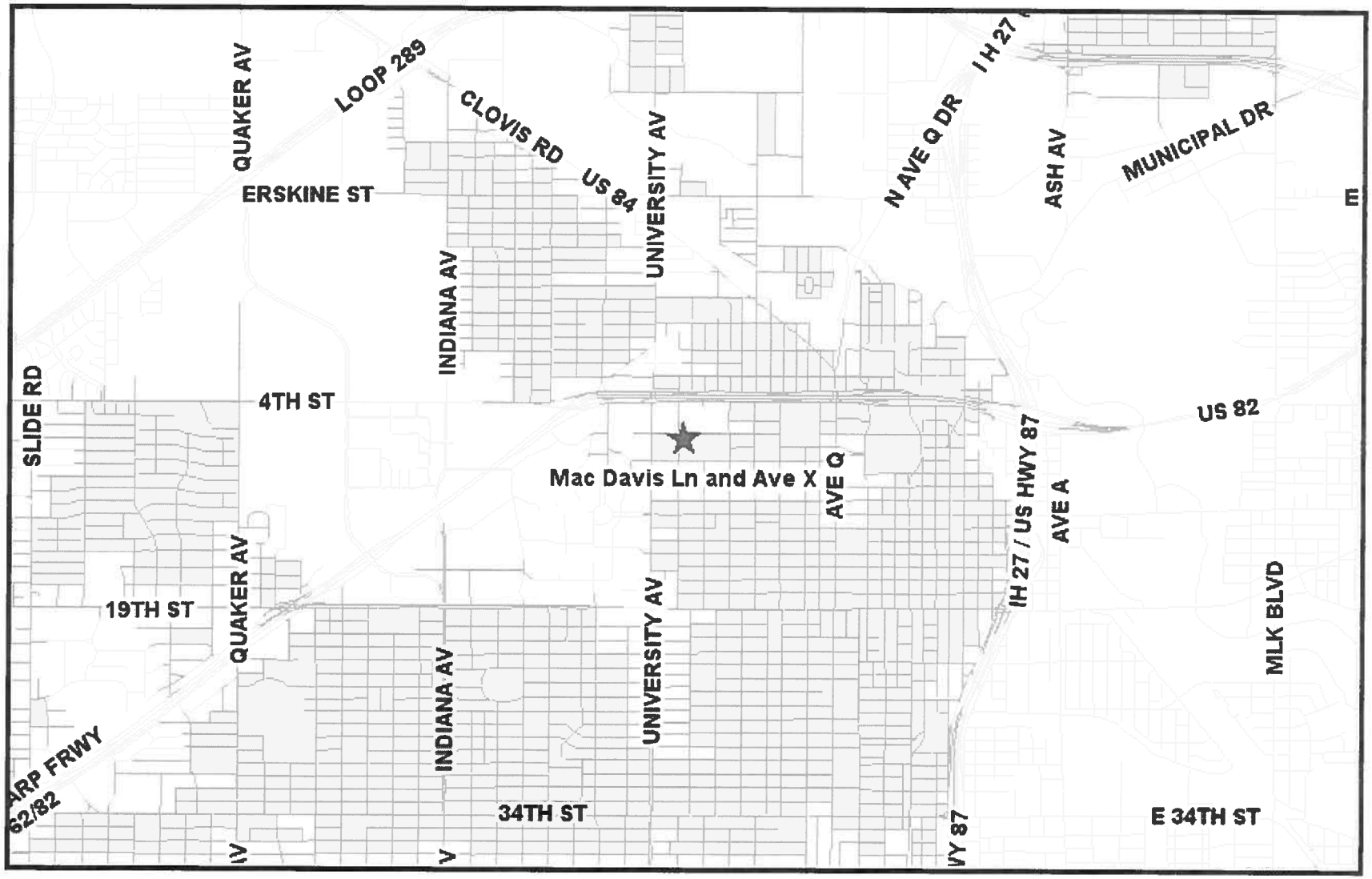
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

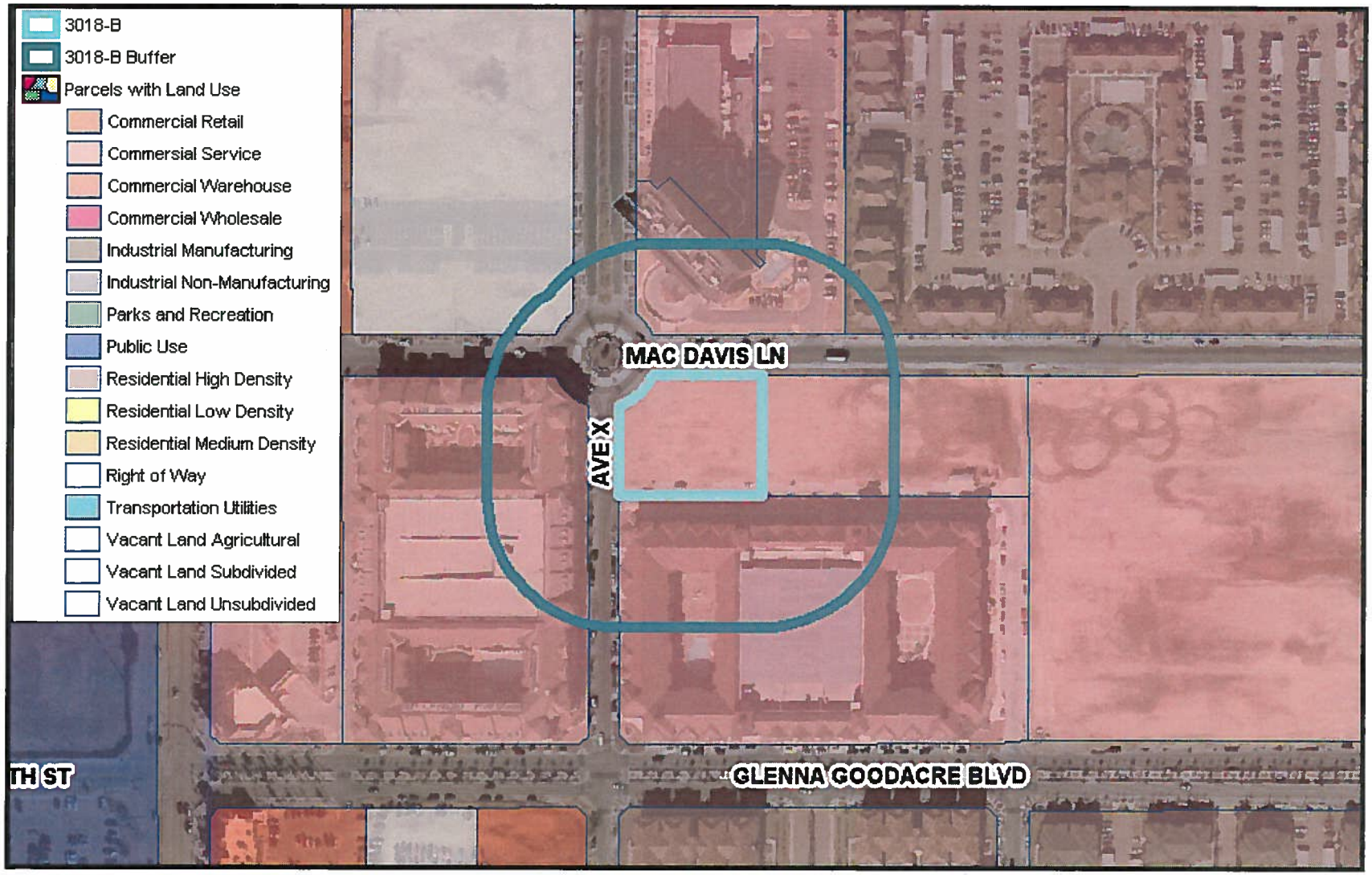
vw/CityAtt/Chad/Zones/ZC3018-B
April 4, 2013

EXHIBIT "A"


OVERTON HOTEL
MAC DAVIS
NEW APPROACH
591'-11"
RESTAURANT
9000 SF
TRACT 5B
121,108 SF
LOT 1
41,008 SF
LOT 2
40,000 SF
LOT 3
40,000 SF
50 PARKING SPACES
NEW APPROACH
30' EASEMENT
188'-7"
178'-3"
212'-1"
212'-3"
650'-3"
30' EASEMENT
AVE X
THE CENTRE
THE SUITES
AVE V
TRACT 5B OVERTON
McDougal COMPANIES
350

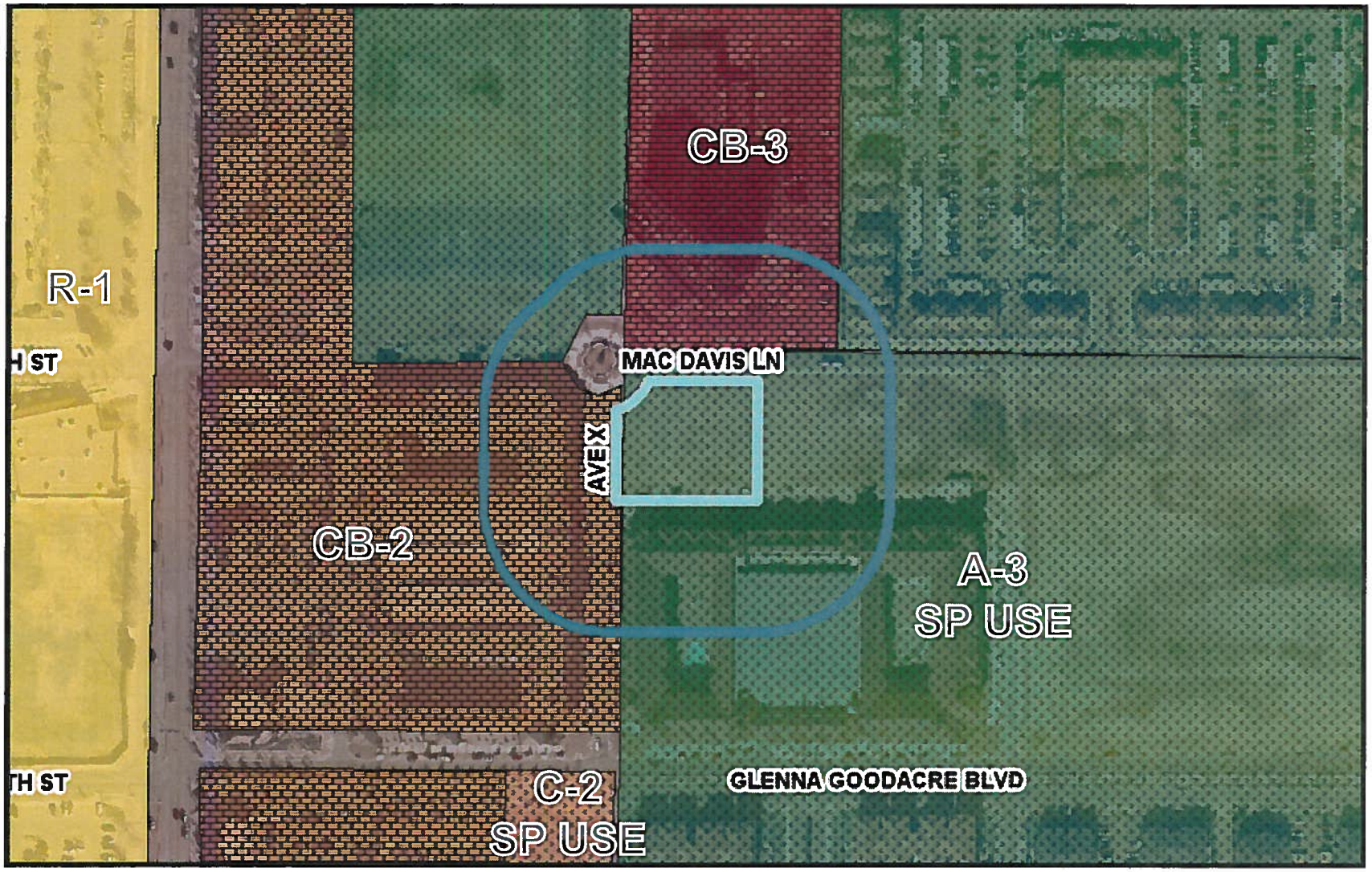


P.Z.C. Case 3018-B



P.Z.C. Case 3018-B

Request of McCanton Woods for a zoning change from A-3 Specific Use to C-2 Specific Use for a sports grill and bar, southeast corner of Mac Davis Lane and Avenue X



P.Z.C. Case 3018-B Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) McCanton Woods

5001 W. Loop 289
Street/Post Office Box

LBB TX 79414
City State Zip

(806) 739-5902
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: Western 41,008' of TRACT 5B

Legal Description:* _____

Existing Land Use: VACANT (A3 Spec. Use) **Existing Zoning:** A-3 SPEC USE

Acreage or Square Footage of Property: 41,008

Zoning Requested: _____

Proposed Development: SPORT'S ~~BAR~~ GRILL + BAR ~~to GRILL~~

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Applicant's Signature

2/12/13
Date

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

rec: 17 649

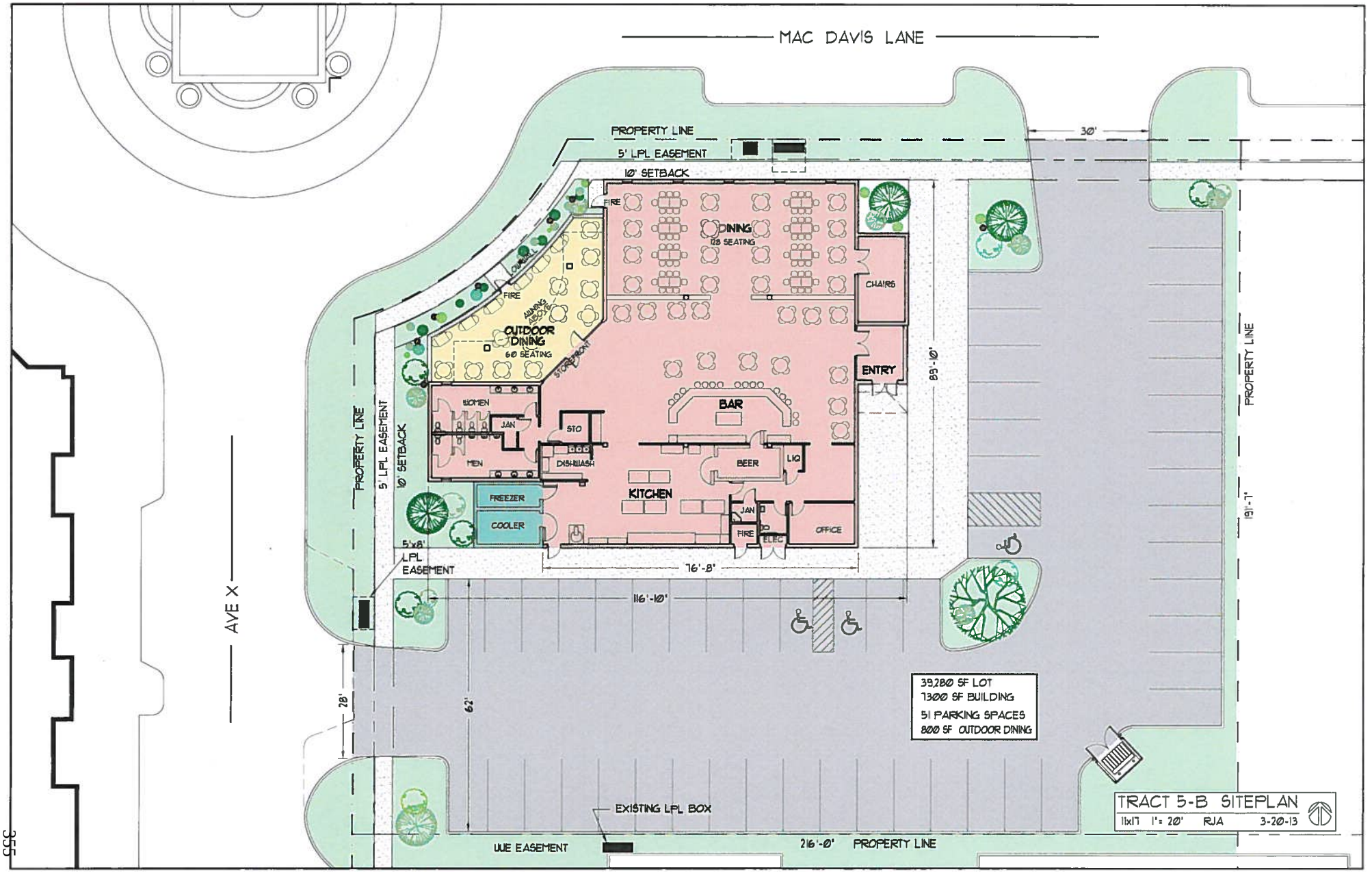
For City Use Only

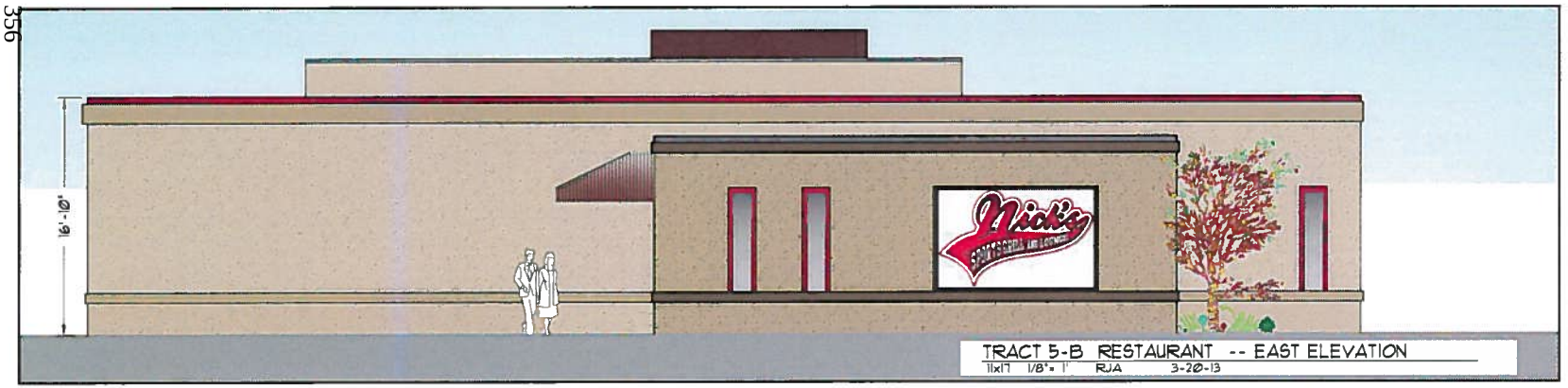
Zone Case No.: 3018-B **Agenda No.:** 2

Request for zoning change from: A-3 SPEC USE **To:** C-2 SPEC USE

on Lot(s): WEST 226' OF TRACT 5B **Block(s):** _____

Subdivision: _____ **Address:** _____

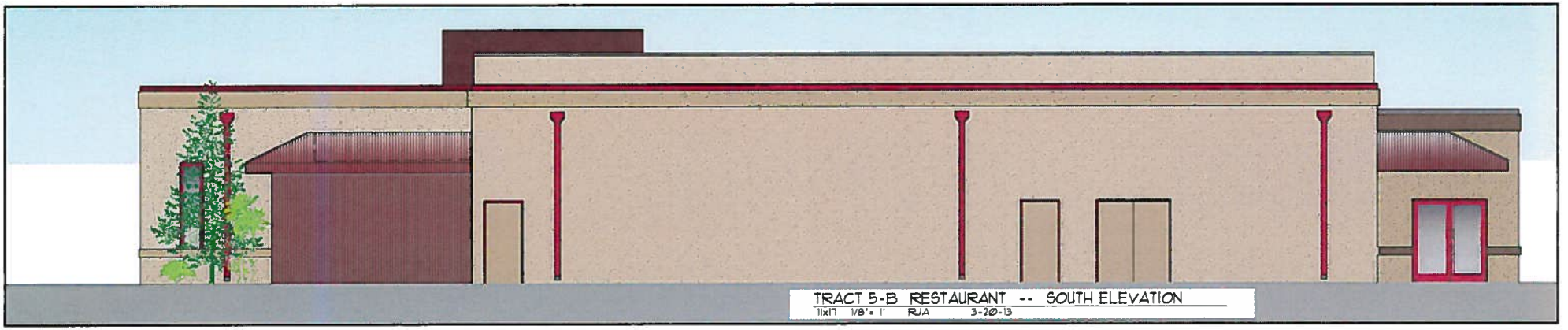

MAC DAVIS LANE
PROPERTY LINE
5' LPL EASEMENT
10' SETBACK
30'
FIRE
DINING
128 SEATING
CHAIRS
ENTRY
OUTDOOR DINING
60 SEATING
AWNING ABOVE
STOREFRONT
BAR
WOMEN
JAN
STO
MEN
DISHWASH
BEER
LIQ
KITCHEN
FREEZER
COOLER
JAN
FIRE
ELEC
OFFICE
89'-10'
76'-8"
116'-10"
5'x8'
LPL EASEMENT
PROPERTY LINE
5' LPL EASEMENT
10' SETBACK
AVE X
28'
62'
191'-1"
PROPERTY LINE
39,280 SF LOT
7300 SF BUILDING
51 PARKING SPACES
800 SF OUTDOOR DINING
EXISTING LPL BOX
UUE EASEMENT
216'-0" PROPERTY LINE
TRACT 5-B SITEPLAN
11x17 1" = 20' RJA 3-20-13



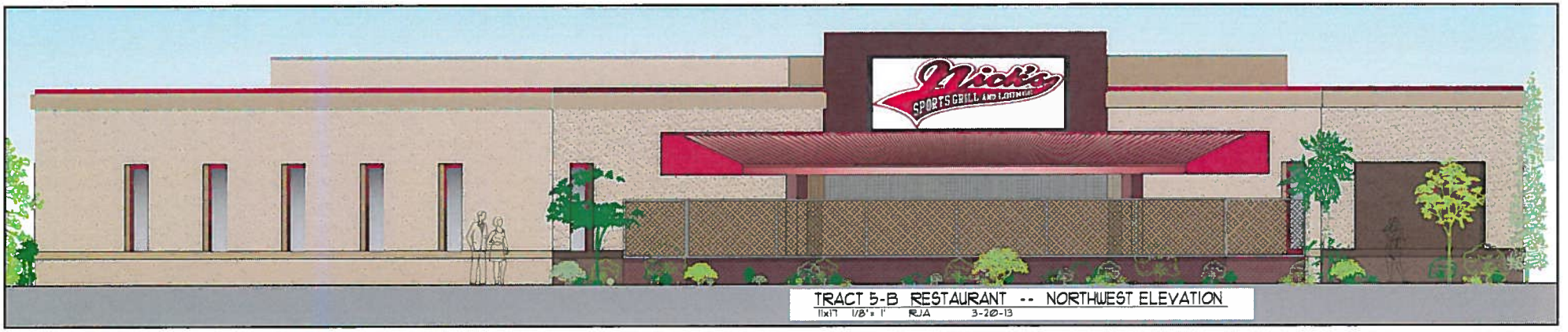
TRACT 5-B RESTAURANT -- EAST ELEVATION
11x17 1/8" = 1' RJA 3-20-13

McDougal
CONSTRUCTION

RESTAURANT DEVELOPMENT
TRACT 5-B OVERTON
AVE X AT MAC DAVIS



TRACT 5-B RESTAURANT -- SOUTH ELEVATION
11x17 1/8" = 1' RJA 3-20-13



TRACT 5-B RESTAURANT -- NORTHWEST ELEVATION
11x17 1/8" = 1' RJA 3-20-13

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3047-F, a request of Hugo Reed and Associates, Inc. (for Stellar Development Company) for a zoning change from CB-3 Specific Use to C-3 on 16.714 acres of unplatted land out of Block E-2, Section 23 (south of 114th Street and west of Quaker Avenue) and consider an ordinance.

Item Summary

Zoning Request:
From CB-3 Specific Use to C-3

Proposed Land Use:
The request is to change to the standard C-3 General Retail zoning from a specific use zone case that was originally planned as a commercial extension of Vintage Township.

Adjacent Land Uses:
N – Commercial – zoned C-3 General Retail
S – Commercial – zoned CB-2 Specific Use
E – Residential – zoned T Transitional
W – Commercial – zoned CB-2 Specific Use

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
No one spoke in favor of or opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
Although the CLUP standard for a commercial tract at the corner of two thoroughfares is recommended as 10 acres, the previous zone case made adjustments to allow for a larger parcel for commercial. This is due to the drainage path between two playa lakes to the southwest of the parcel. The drainage path and remaining CB-2 Specific Use zoned area will serve as a buffer to the existing Vintage Township neighborhood.

P&Z Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3047-F

Zone Case 3047-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. 3047-F;** A ZONING CHANGE FROM **CB-3 SPECIFIC USE** TO **C-3**, ON **16.714 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** 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. 3047-F

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 **CB-3** Specific Use to **C-3** on **16.714 acres of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas, located at **south of 114th Street and west of Quaker Avenue,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **CB-3 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 **south of 114th Street and west of Quaker 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

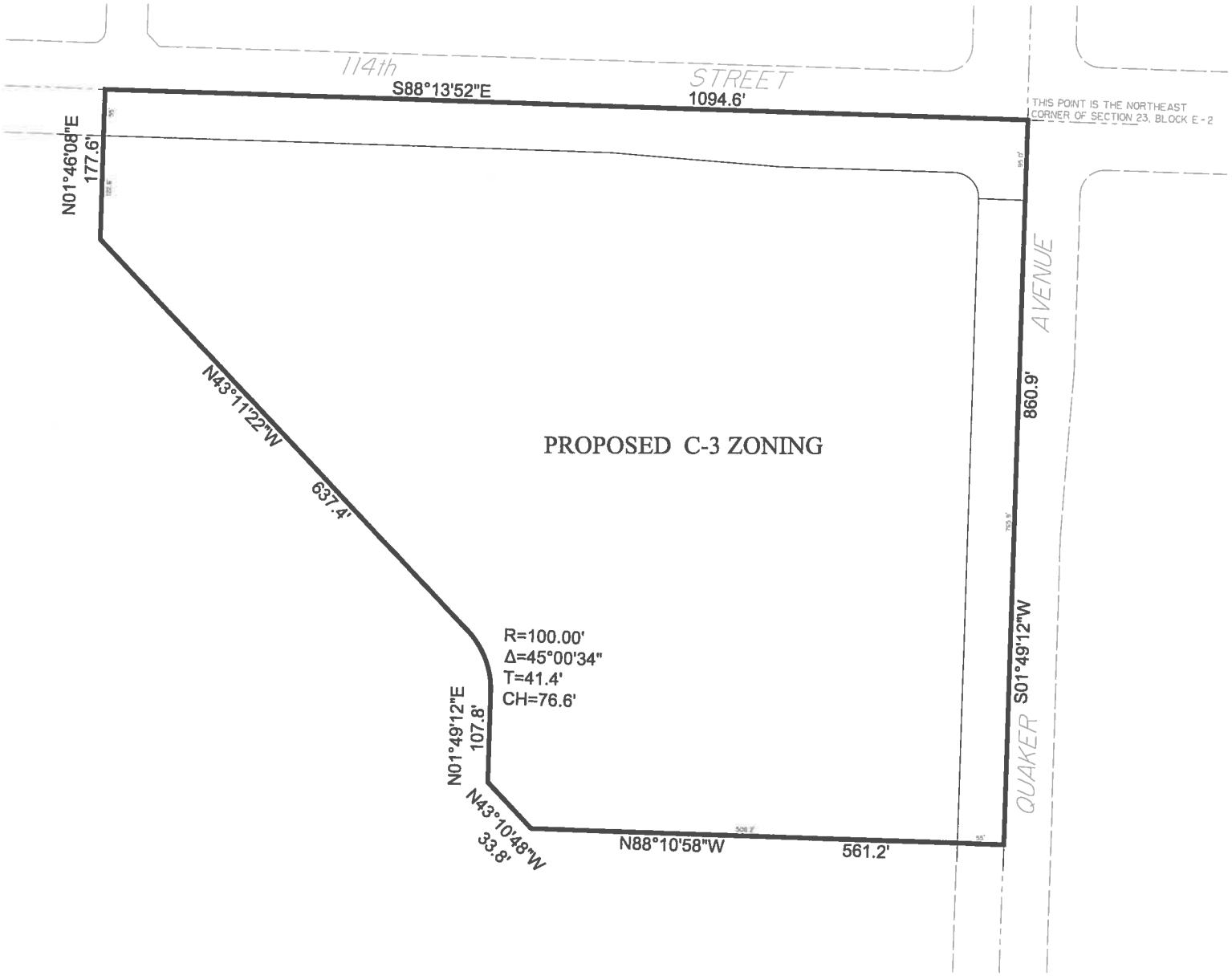
APPROVED AS TO CONTENT:

Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-F
April 4, 2013



March 11, 2013

Section 22, Block E-2

ZONE CHANGE REQUEST GRAPHIC

Not to Scale

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

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed C-3 Zoning

METES AND BOUNDS DESCRIPTION of a 16.714 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract, same being the Northeast corner of Section 23, Block E-2, Lubbock County, Texas;

THENCE S. 01°49'12" W., along the East line of said Section 23, an approximate distance of 860.9 feet to a point for a corner of this tract;

THENCE N. 88°10'58" W. an approximate distance of 561.2 feet to a point for the most Southerly Southwest corner of this tract;

THENCE N. 43°10'48" W. an approximate distance of 33.8 feet to a point for the most Westerly Southwest corner of this tract;

THENCE N. 01°49'12" E. an approximate distance of 107.8 to a point of curvature;

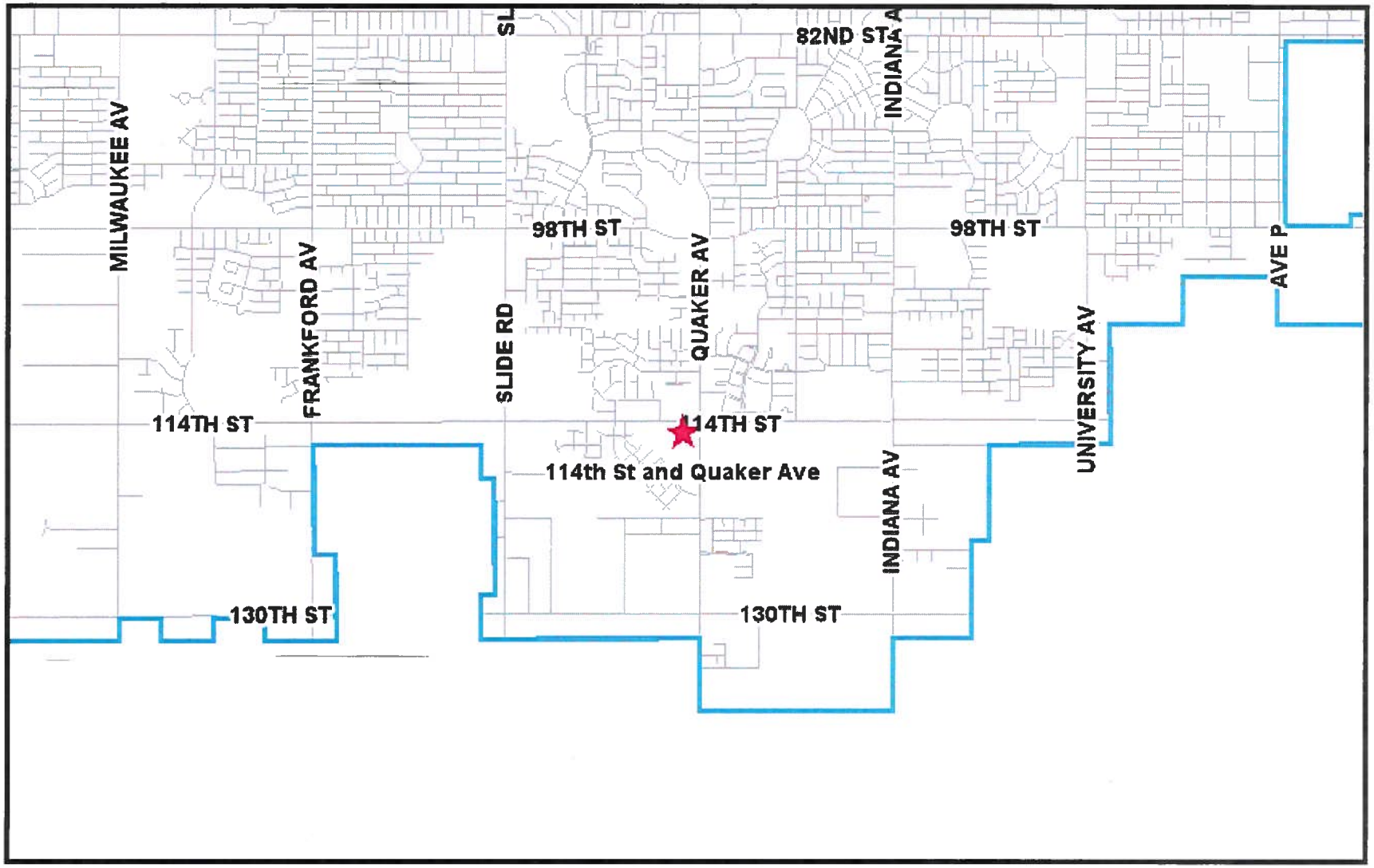
THENCE Northwesterly around a curve to the left, said curve having a radius of 100 feet, a central angle of 45°00'34", tangent lengths of 41.4 feet and a approximate chord distance of 76.6 feet to a point of tangency;

THENCE N. 43°11'22" W. an approximate distance of 637.4 feet to a point for the most Westerly Northwest corner of this tract;

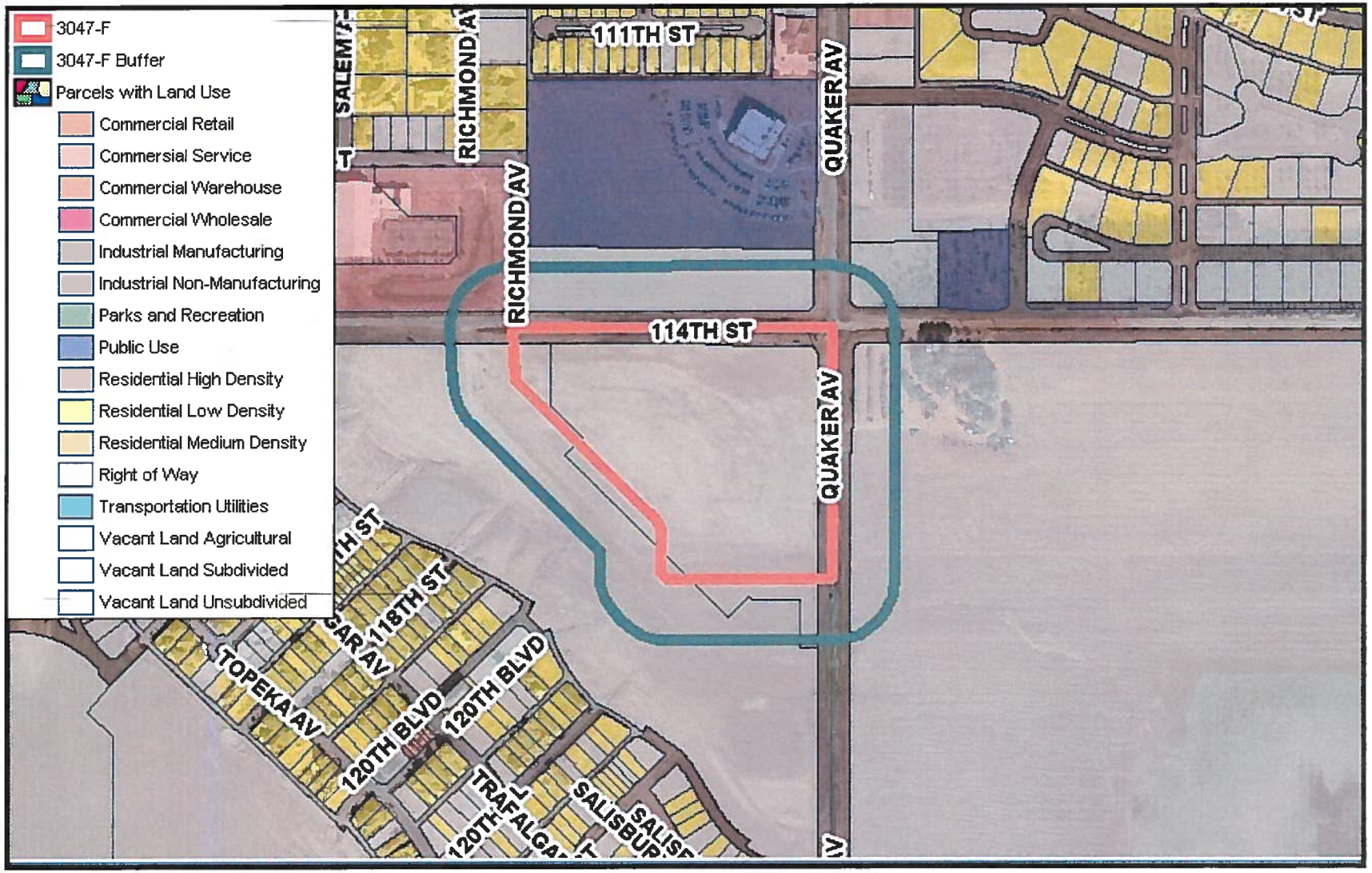
THENCE N. 01°46'08" W., an approximate distance of 177.6 feet to a point in the North line of said Section 23, Block E-2, for the Northwest corner of this tract;

THENCE S. 88°13'52" E., along the North line of said Section 23, Block E-2, an approximate distance of 1094.6 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

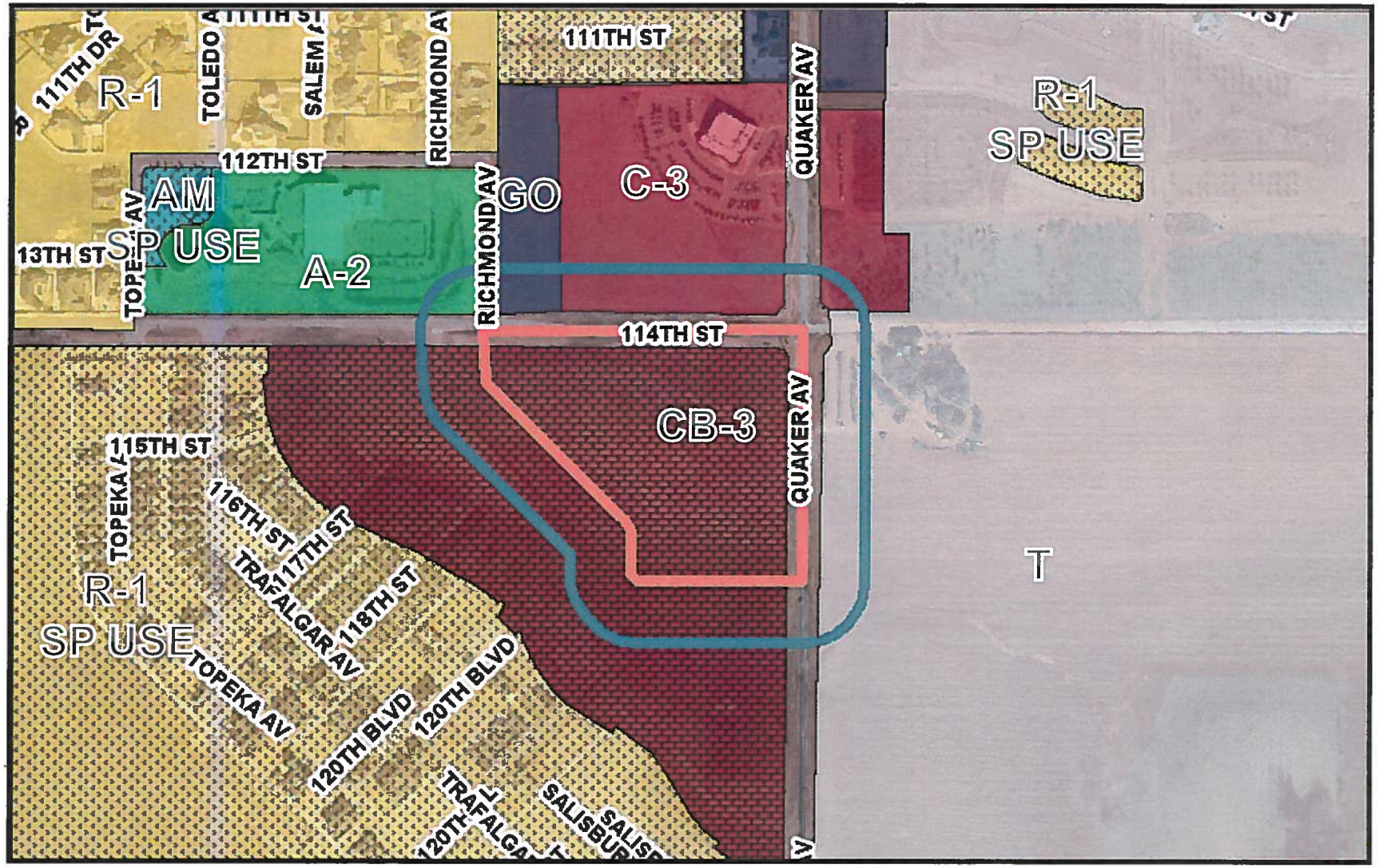


P.Z.C. Case 3047-F



P.Z.C. Case 3047-F

Request of Hugo Reed and Associates, Inc. (for Stellar Development Company) for a zoning change from CB-3 Specific Use to C-3, south of 114th Street and west of Quaker Avenue



P.Z.C. Case 3047-F 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
Stellar Development Company
4604 91st Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-283-0501
Telephone

Location or Address: 114th Street and Quaker Avenue

Legal Description:* See Metes and Bounds Description Attached

Existing Land Use: Vacant

Existing Zoning: CB-3

Acreage or Square Footage of Property: 16.7 acres

Zoning Requested: C-3

Proposed Development: Unspecified Retail

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holmes
Applicant's Signature

March 11, 2013
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: $523 (Lewis #1430)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Received 17718 ck# 1430 **For City Use Only** M+B Map 41

Zone Case No.: 3207

Agenda No.: 6

Request for zoning change from: CB-3 SRec Use **To:** C-3

16.714 acres of unplatted land out of Block E-2 Section 23

on Lot(s): —

Block(s): —

Subdivision: —

Address: Quaker Ave and 114th St

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3204, a request of AMD Engineering, LLC (for Sam Burke) for a zoning change from T to IHC on 2.405 acres of unplatted land out of Block AK, Section 30 (north of 82nd Street and west of Pontiac Avenue) and consider an ordinance.

Item Summary

Zoning Request:
IHC (Interstate Highway Commercial) for automobile and recreational vehicle sales and service along with office warehouses in the rear of the property.

Proposed Land Use:
The proposed land use is to construct an automobile and recreational vehicle dealership on the south (front) of the property and a separate building to be used as rental to the north of the property (rear).

Adjacent Land Uses:
N – Commercial – zoned Transitional
S – Commercial/residential – zoned R-1 Specific Use & C-3
E – Commercial – zoned C-3
W – Commercial – zoned C-3 Specific Use

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
No one spoke in favor of or opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
Since the majority of this area along 82nd Street was developed commercial prior to being annexed into the City, it requires as much consistency as possible to keep the area uniform. The Planning Department has recommended that if a heavier commercial district is desired, the IHC district would be the most adequate, so that 82nd Street does not deteriorate.

The initial application was a request to C-4. Prior to the meeting, and after working with staff, the proponent felt that IHC was an adequate and sufficient change for their proposed development. The proposal was amended at the meeting for a change to IHC.

The proposed zoning is a minor change to the CLUP. Staff supports the change to IHC.

P&Z Commission Recommendation:
The Planning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3204

Zone Case 3204

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. 3204;** A ZONING CHANGE FROM **T** TO **IHC** ZONING DISTRICT ON **2.405 ACRES OF UNPLATED LAND OUT OF BLOCK AK, SECTION 30,** 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. 3204

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **IHC** zoning district on **2.405 acres**

of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas, located at **north of 82nd Street and west of Pontiac Avenue.**

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, Interim Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3204
April 4, 2013

Rezone to C-4

METES AND BOUNDS DESCRIPTION of a 2.405 acre tract of land located in Section 30, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears North, a distance of 55.0 feet from the Southwest corner of the Southeast Quarter of Section 30, Block AK, Lubbock County, Texas;

THENCE North an approximate distance of 347 feet;

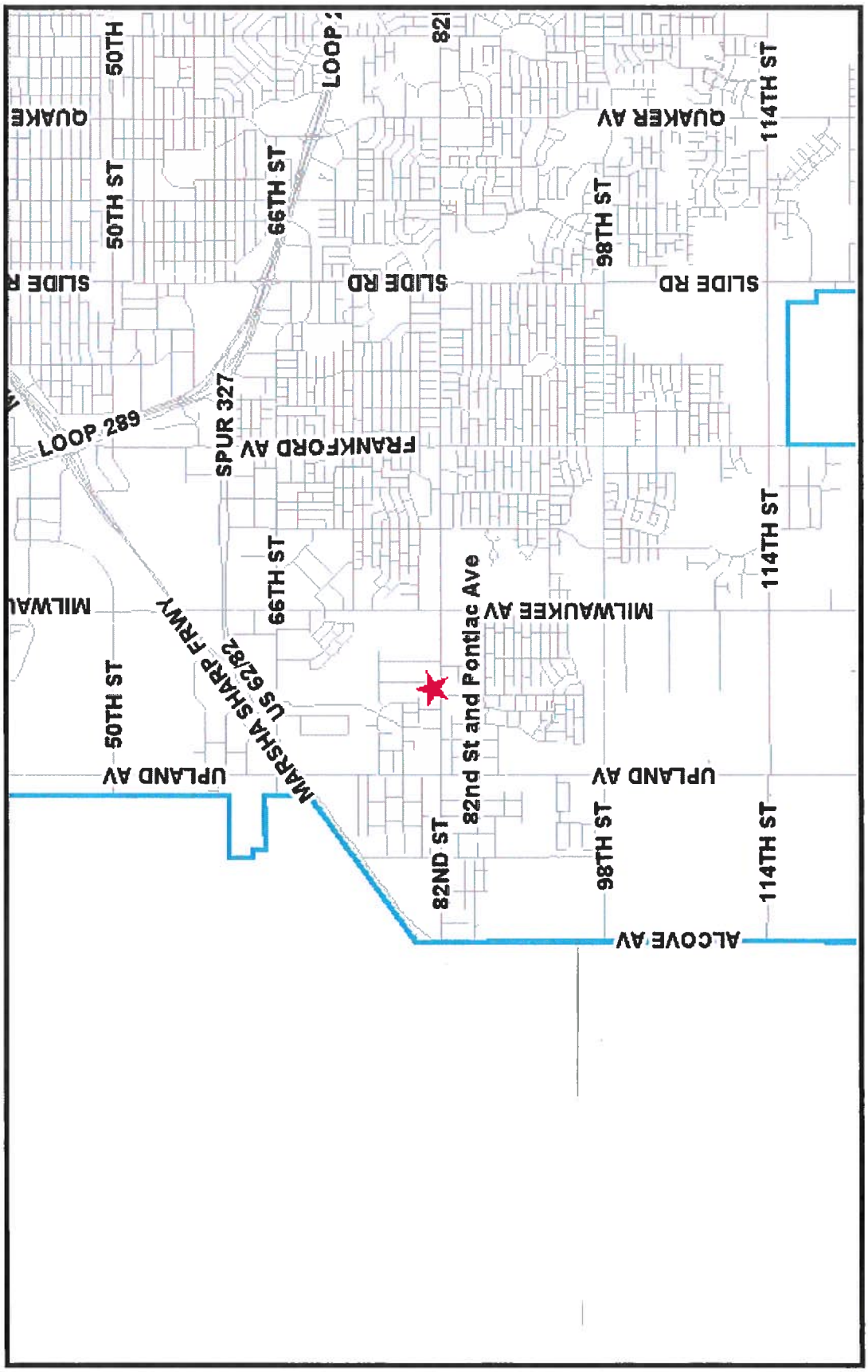
THENCE East an approximate distance of 302 feet;

THENCE South an approximate distance of 347 feet;

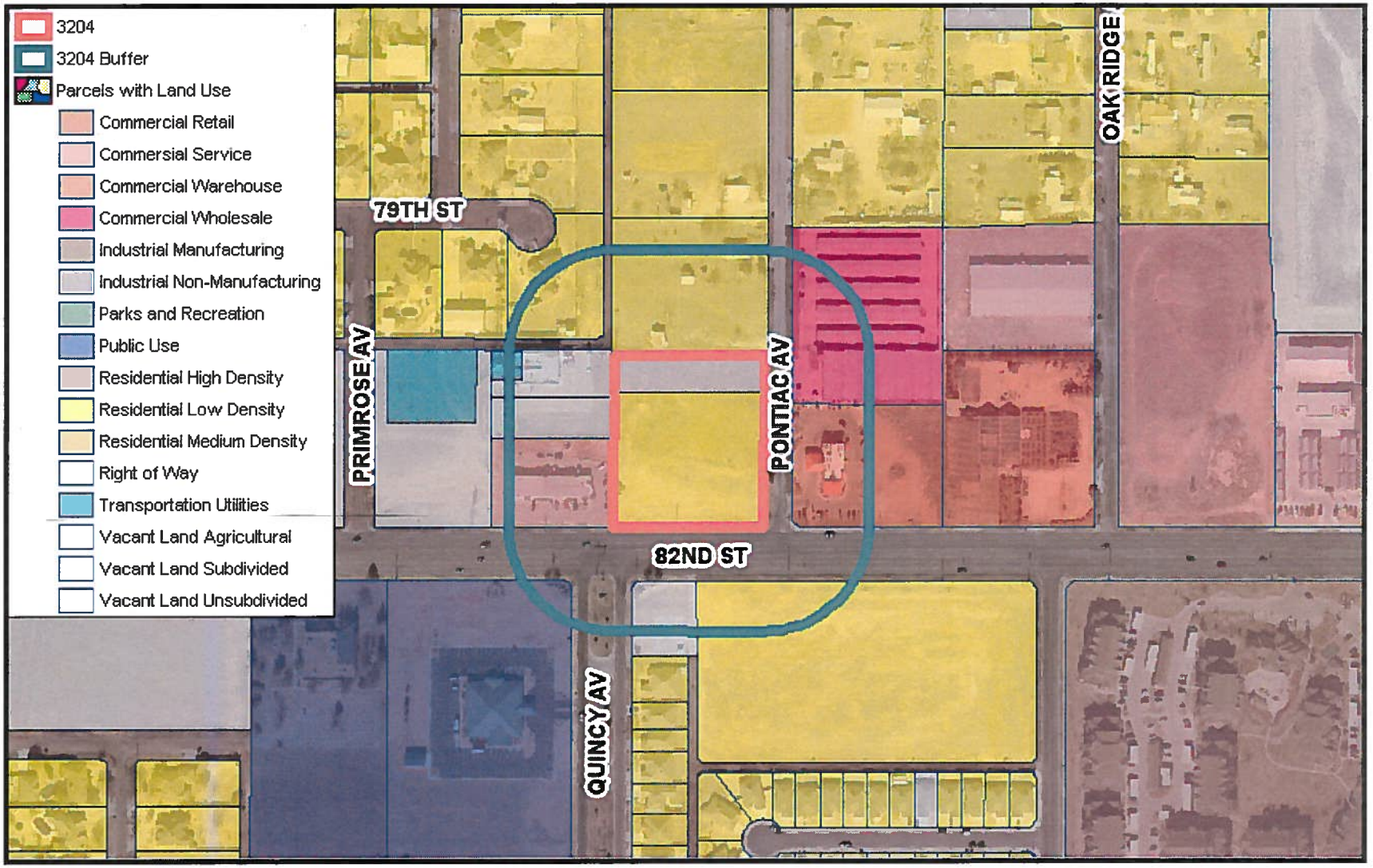
THENCE West an approximate distance of 302 feet to the Point of Beginning and containing approximately 2.405 acres.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Sam Burke
March 4, 2013

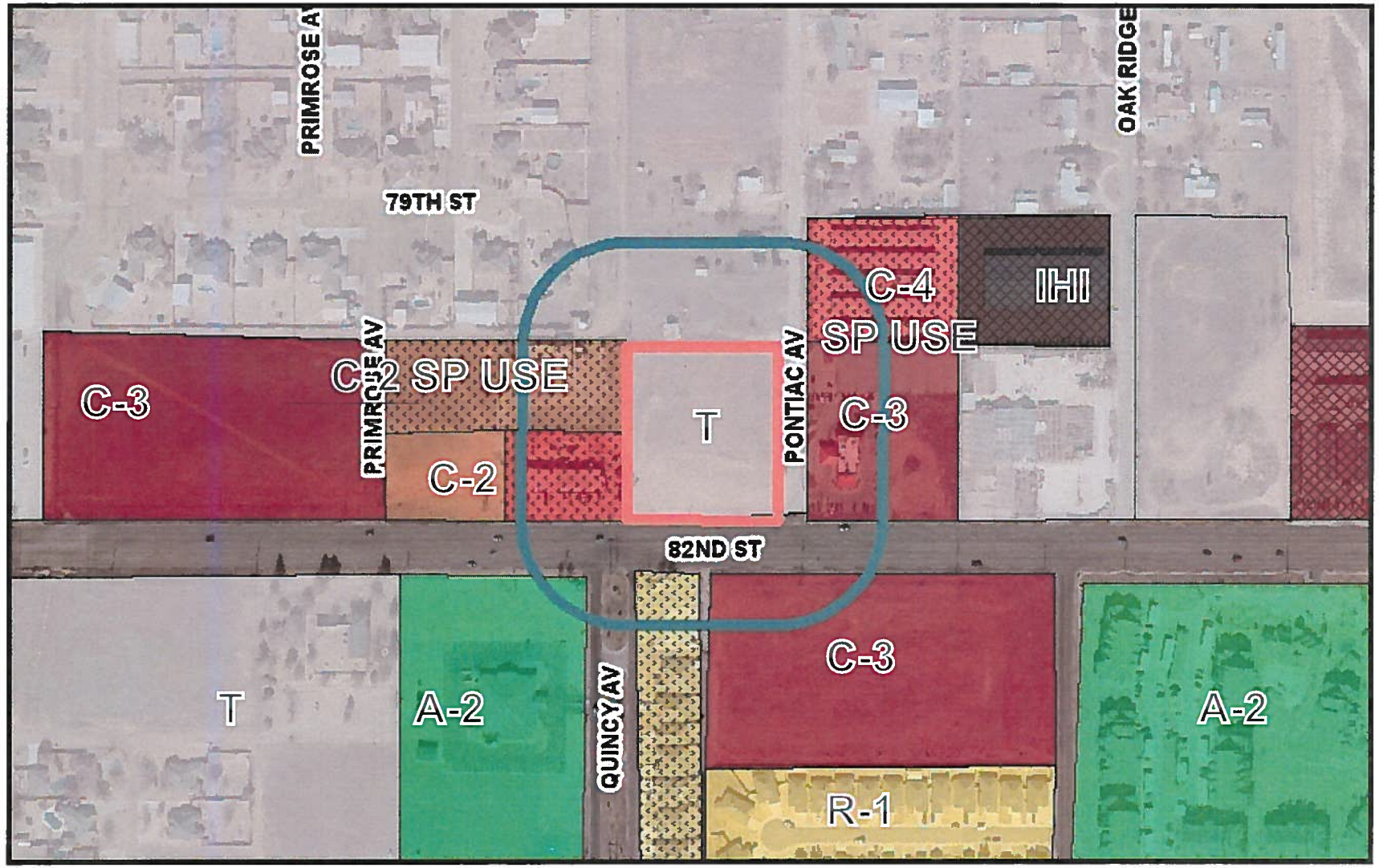


P.Z.C. Case 3204



P.Z.C. Case 3204

Request of AMD Engineering, LLC (for Sam Burke) for a zoning change from T to C-4, north of 82nd Street and west of Pontiac Avenue



P.Z.C. Case 3204 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

For Sam Burke

4810 99th Street
Street/Post Office Box

Lubbock | TX | 79424
City | State | Zip

(806) 765-6858
Telephone

Location or Address: NW corner of 82nd Street and Pontiac Avenue

Legal Description:* See Attached

Existing Land Use: Agricultural **Existing Zoning:**

Acreage or Square Footage of Property: 2.405 acres

Zoning Requested: "C-4" Commercial District

Proposed Development: Automobile and recreational vehicle sales and service with outside display, offices, and rental spaces in the back side of the property for commercial uses allowed.

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** x

Applicant's Signature

March 5, 2013
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $481
($475.00 for the first acre; $3.00 for each additional acre)

receipt 17714 Ck# 6644

For City Use Only

MAP 44

Zone Case No.: 3204 **Agenda No.:** 3

Request for zoning change from: T **To:** C-4

on 2.405 acres of unplatted land out of Block A-1 section 30

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** 82nd St and Pontiac AV**).**

North of west of

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3205, a request of John Smothers (for TT Iron Horse #1, LTD) for a zoning change from T to IHC for a garden center on 11.07 acres of unplatted land out of Block AK, Section 20 (11706 Frankford Avenue) and consider an ordinance.

Item Summary

Zoning Request:
IHC (Interstate Highway Commercial) for a nursery and garden center.

Proposed Land Use:
The proposed land use is for an existing nursery and garden center (TG Trees).

Adjacent Land Uses:
N – Residential – zoned T (residential Hays Estates)
S – Commercial/Residential – zoned T
E – Commercial – zoned T (Outside the city limits)
W – Residential – zoned T

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
No one spoke in favor of or opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
This property was developed prior to being annexed in 2008 and has been used as a nursery. To help keep the area uniform, the Planning Department has recommended that if a heavier commercial district is desired, the IHC district would be the most adequate so that Frankford Avenue does not deteriorate.

The initial application was a request to C-4. Prior to the meeting and after working with staff, the proponent felt that IHC was an adequate and sufficient change for their proposed development. The proposal was amended at the meeting for a change to IHC.

Staff supported the change to IHC.

The proposed zoning is a minor change to the CLUP.

P&Z Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3205

Zone Case 3205

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. 3205;** A ZONING CHANGE FROM **T** TO **IHC** ZONING DISTRICT ON **11.07 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTOIN 20,** 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. 3205

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **IHC** zoning district on **11.07 acres**

of unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas, located at **11706 Frankford Avenue.**

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, Interim Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3205
April 4, 2013

METES AND BOUNDS DESCRIPTION of a 11.07 acre tract of land located in the Northeast Quarter of Section 20, Block AK, Lubbock County, Texas, being further described as follows:

90.00' FROM
F SECTION 20.

BEGINNING at a railroad spike found in the East line of Section 20, Block AK which bears South a distance of 990.00 feet from the Northeast corner of Section 20, Block AK, Lubbock County, Texas;

THENCE South, along the East line of said Section, a distance of 509.90 feet to a railroad spike found at the Southeast corner of this tract and the Northeast corner of a 1.00 acre tract of land conveyed to B.J. Williams recorded in Volume 1953, Page 940, Deed Records of Lubbock County, Texas;

THENCE West, at 50.00 feet pass the West line of a right-of-way easement recorded in Volume 1334, Page 614, at 55.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 660.00 feet to a 1/2" iron rod with cap found in the North line of a 9.847 acre tract of land conveyed to Herb and Renne Waits recorded in Volume 6300, Page 306 Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE North, along said 9.847 acre tract, a distance of 179.90 feet to a 1/2" iron pipe found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE West, continuing along the North line said 9.847 acre tract, a distance of 198.10 feet to a 1/2" iron rod with cap found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE North, continuing along said 9.847 acre tract, a distance of 30.02 feet to a 1/2" iron rod found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE S. 89°57'50" W., continuing along said 9.847 acre tract, a distance of 268.10 feet to a 1/2" iron rod found at the Southeast corner of a 0.922 acre tract of land conveyed to Corey A. Brown recorded in Volume 8205, Page 188 Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE North along the East line of said 0.922 acre tract, a distance of 299.71 feet to a 1/2" iron rod found at the Northeast corner of said 0.922 acre tract and the South line of a 20 feet alley at the Northwest corner of this tract;

THENCE East, along the South line of said alley, 071.20 feet pass a 1/2" iron rod with cap set in reference, and at 1076.20 feet pass the West line of a right-of-way easement recorded in Volume 1334, Page 614, continuing for a total distance of 1126.20 feet to the Point of Beginning.

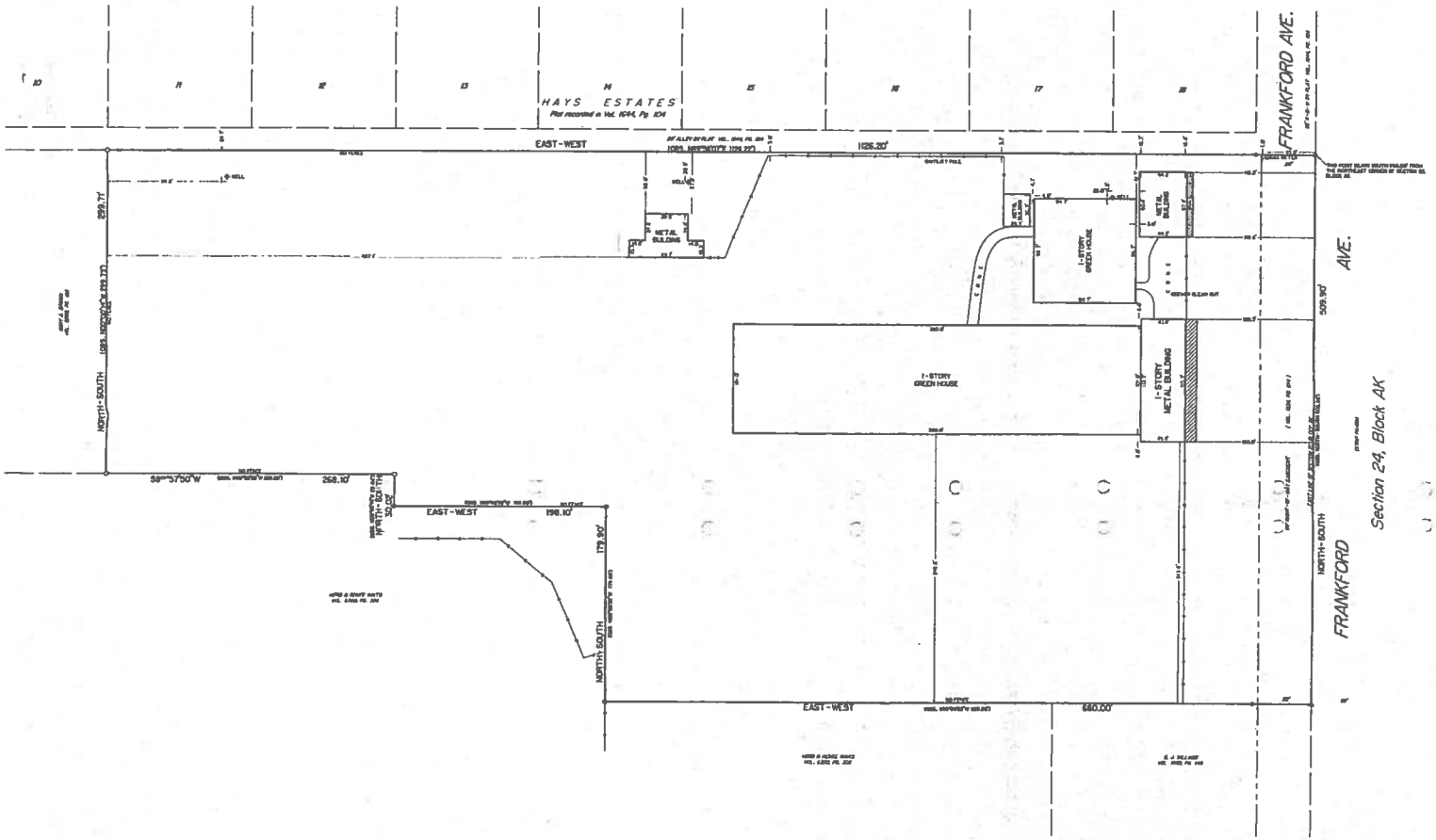
11180 CR 1800 S

CERTIFICATION TO: West Texas Title Co.
FOR: GF# 25712 ONLY

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is in substantial compliance with Standard TREC Contract Form No. 20-6, a determination as to whether this property lies within a special flood hazard area was not made for this survey.
September 29, 2004
October 11, 2004: revised to correct spelling in metes and bounds.

Daniel E. Martinez
Registered Professional
Land Surveyor No. 4515

PLAT SHOWING PERIMETER AND IMPROVEMENT
SURVEY OF A 11.07 ACRE TRACT
OF LAND LOCATED IN THE NE/4 OF
SECTION 20, BLOCK AK
LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 11.07 acre tract of land located in the Northeast Quarter of Section 20, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the East line of Section 20, Block AK which bears South a distance of 990.00 feet from the Northeast corner of Section 20, Block AK, Lubbock County, Texas;

THENCE South, along the East line of said Section, a distance of 509.90 feet to a railroad spike found at the Southeast corner of this tract and the Northeast corner of a 1.00 acre tract of land conveyed to R.J. Williams recorded in Volume 1953, Page 940, Deed Records of Lubbock County, Texas;

THENCE West, at 50.00 feet pass the West line of a right-of-way easement recorded in Volume 1334, Page 614, at 55.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 660.00 feet to a 1/2" iron rod with cap found in the North line of a 9.847 acre tract of land conveyed to Herb and Renne Weiss recorded in Volume 6300, Page 306 Real Property Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE North, along said 9.847 acre tract, a distance of 179.90 feet to a 1/2" iron pipe found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE West, continuing along the North line said 9.847 acre tract, a distance of 198.10 feet to a 1/2" iron rod with cap found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE North, continuing along said 9.847 acre tract, a distance of 30.82 feet to a 1/2" iron rod found at a corner of this tract and a corner of said 9.847 acre tract;

THENCE S. 89°57'50" W., continuing along said 9.847 acre tract, a distance of 268.10 feet to a 1/2" iron rod found at the Southeast corner of a 0.922 acre tract of land conveyed to Casey A. Brown recorded in Volume 8205, Page 188 Real Property Records of Lubbock County, Texas and a corner of this tract;

THENCE North along the East line of said 0.922 acre tract, a distance of 299.71 feet to a 1/2" iron rod found at the Northeast corner of said 0.922 acre tract and the South line of a 20 foot alley at the Northwest corner of this tract;

THENCE East, along the South line of said alley, 871.20 feet pass a 1/2" iron rod with cap set in reference, and at 1076.20 feet pass the West line of a right-of-way easement recorded in Volume 1334, Page 614, continuing for a total distance of 1126.20 feet to the Point of Beginning.

11180 CR 1820 S

CERTIFICATION TO: West Texas Title Co.
FOR: GF# 25712 ONLY

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is an informatial compliance with Standard TREC Contract Form No. 20-4, a determination as to whether this property lies within a special flood hazard area was not made for this survey.
September 29, 2004
October 11, 2004: revised to correct spelling in metes and bounds.

Daniel E Martinez

Daniel E. Martinez
Registered Professional
Land Surveyor No. 4515
State of Texas

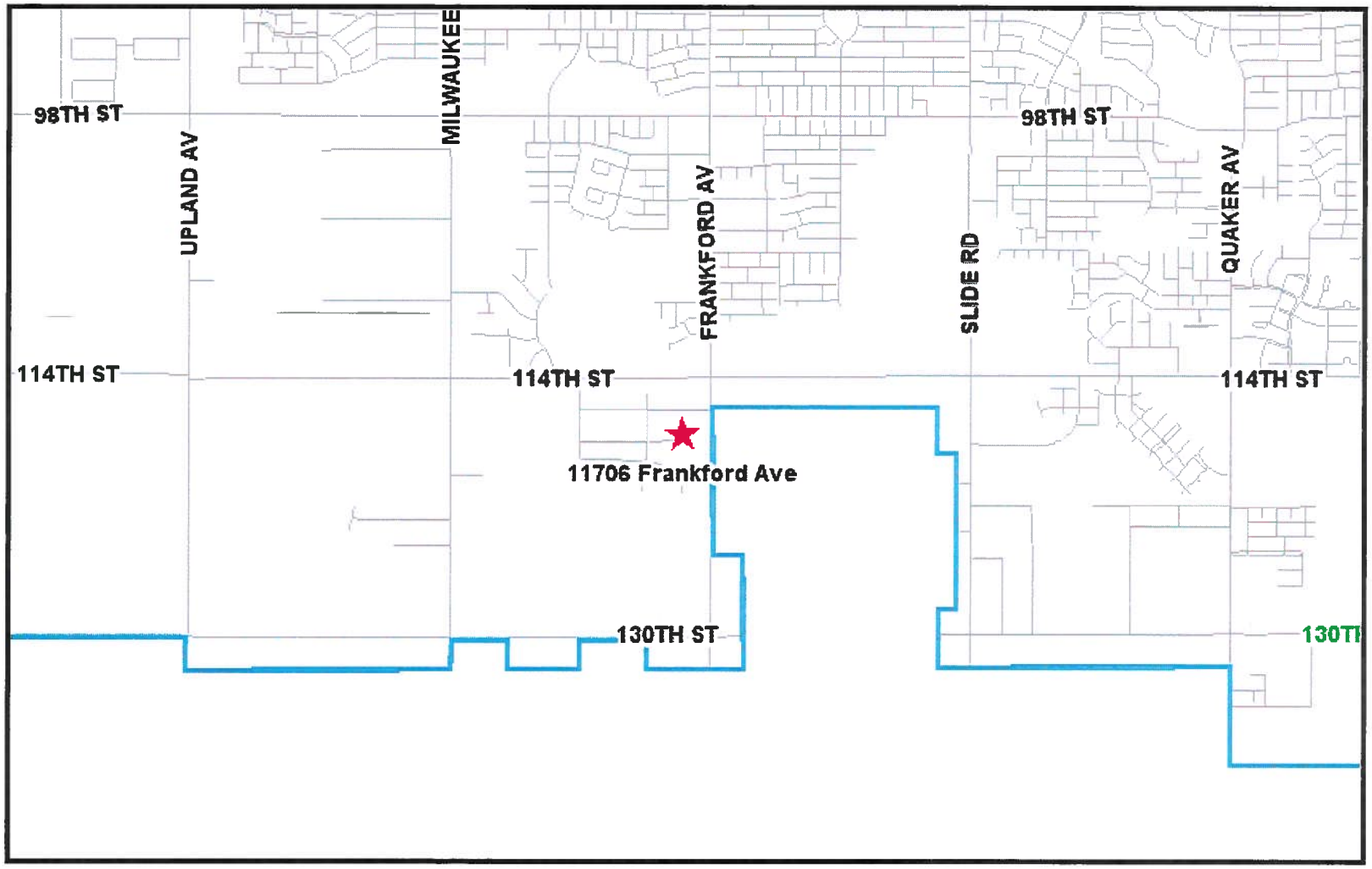
SCALE: 1"=50'
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN.
o - SET 1/2" ROD w/CAP
o - FD. 1/2" ROD w/CAP
o - FD. 1/2" ROD
o - FD. 1/2" IRON PIPE
Δ - FOUND RAILROAD SPIKE
BEARING ARE RELATIVE TO THE EAST LINE OF SECTION 20, BLOCK AK BEING PREVIOUSLY RECONCED AS NORTH - SOUTH 243369/W.W.(V.S.)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

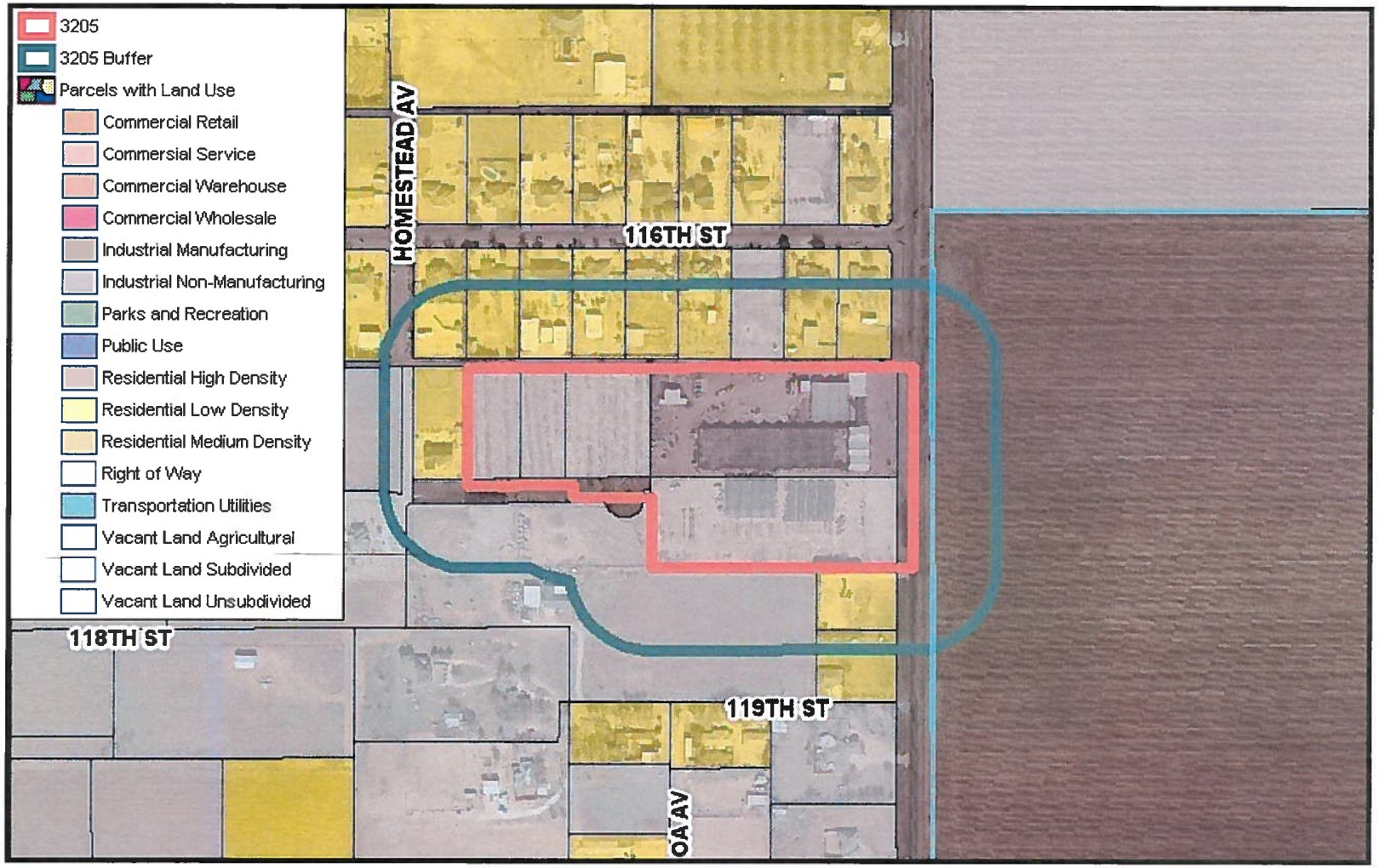
HUGO REED
AND ASSOCIATES, INC.

Section 24, Block AK
PAVED COUNTY ROAD
NORTH-SOUTH 179.90'
5.00 Acre Tract
Bob Gilliland
Vol. 1918, Pg. 240
2.726 ACRES
1.00 Acre Tract
B. J. Williams
Vol. 1951, Pg. 940
660.00'
EAST-WEST
NORTH-SOUTH 329.90'
1.500 ACRES
FUTURE STREET
EAST-WEST 198.10'
0.923 ACRE
0.922 ACRE
William R. Hoyt
Vol. 222, Pg. 581
(described in affidavit of heirship
in Vol. 4738, Pg. 337)

SURVEY

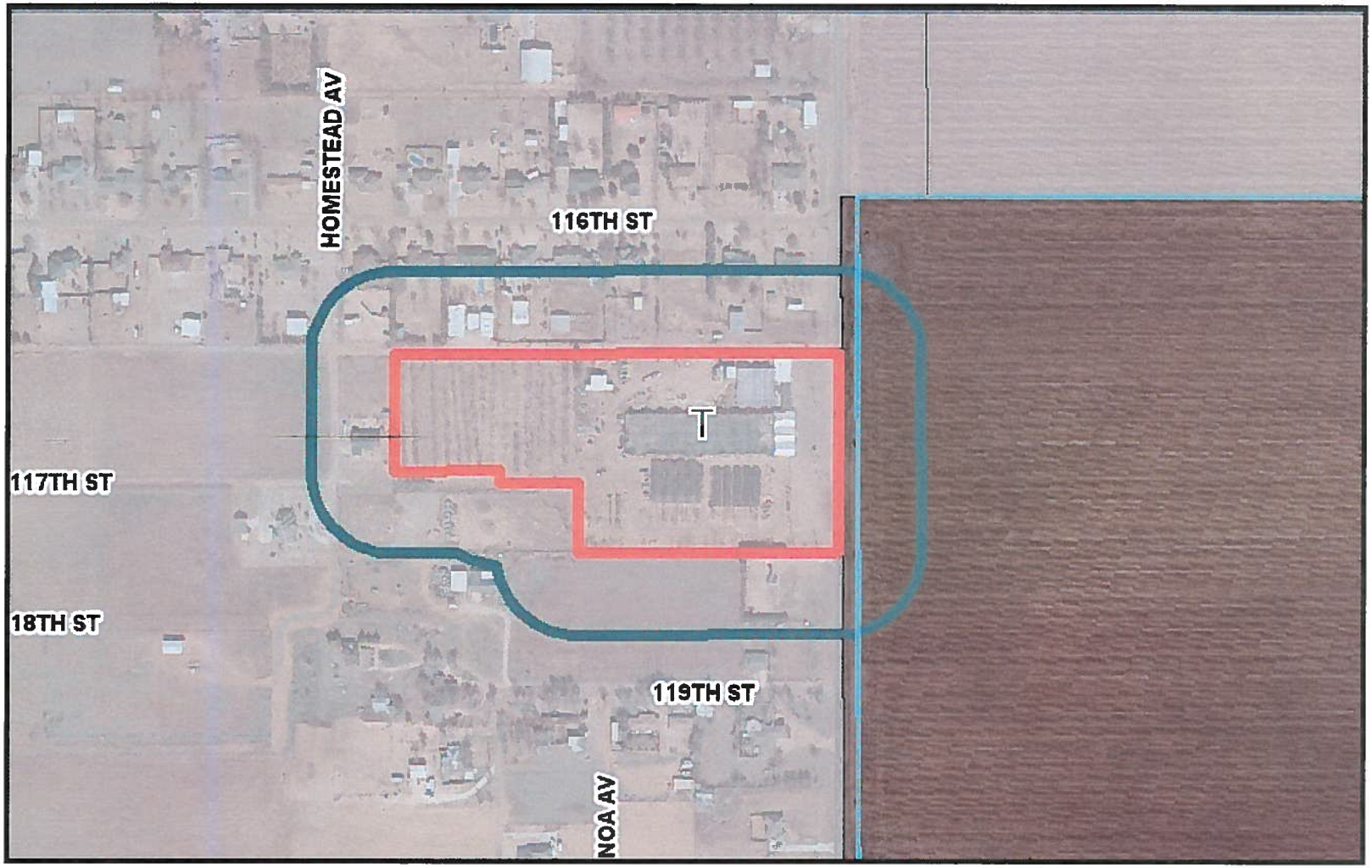


P.Z.C. Case 3205



P.Z.C. Case 3205

Request of John Smothers (for TT Iron Horse #1, LTD) for a zoning change from T to C-4 for a garden center, 11706 Frankford Avenue



P.Z.C. Case 3205 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JOHN C. SMOTHERS

5820 112TH STREET
Street/Post Office Box

LUBBOCK, TX 79424
City State Zip

(806) 787-9519
Telephone

For TT IRON HORSE #1, LTD

11706 FRANKFORD AVENUE
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 787-9519
Telephone

Location or Address: 11706 FRANKFORD AVENUE LUBBOCK, TX 79424

Legal Description:* ATTACHED

Existing Land Use: NURSERY AND GARDEN CENTER **Existing Zoning:** T

Acreage or Square Footage of Property: 11.07 ACRES

Zoning Requested: C-4

Proposed Development: SAVE OF PROPERTY WITH PROPER ZONG FOR NURSERY AND GARDEN CENTER (SEE ATTACHED).

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

John C Smothers
Applicant's Signature

3.08.13
Date

Filing Fee: $508.00
($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.**

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receipt 17716 CK # 1008 **For City Use Only** MT B map 42

Zone Case No.: 3205 **Agenda No.:** 4

Request for zoning change from: T **To:** C-4

11.07 acres of unplatted land out of block AF section 20

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 11706 Frankford Ave

We purchased TG Trees in October 2004 with the intention of building a first class nursery and expanding the operations to include wholesale operations. Our exit plan was to sell the expanded operations after approximately 10 years.

The original improvements on the property were built in 1985 with additions built in 1998. The appraisal of the real property in April 2004 was $1,230,000.00. When we purchased the real property in 2004, the real property was used as collateral on loans to the SBA and First Bank & Trust in the amount of $1,100,000.00. We invested an additional $225,000 in remodeling the facilities. Today the real property is collateral securing loans to the SBA and First Bank & Trust in the amount of approximately $890,000.00.

In 2008 the City of Lubbock proposed to annex an area which included the real estate on which our nursery is located. We joined with our neighbors to oppose the annexation. At the City Council first reading, when the motion failed for lack of a second, we thought our efforts to defeat the proposed annexation had been successful. However, we learned the next day in the newspaper that we had been annexed. After we had left the chambers, the council was called back into session and the annexation was passed.

In November 2011 we listed the real property for sale with WestMark Commercial Realtors. In April 2012 the real property was appraised at a value of $1,601,000.00.

In August 2012, when our lender bank notified us that they would no longer continue our financing, we were forced to close the business and begin liquidation of assets. Today the proceeds from the sale of the real property will be used to retire all of the remaining notes in the amount of approximately $1,300,000.00.

Although we have not had a contract for the entire property to a single buyer, we have had one contract for a portion of the property and successful negotiations with another buyer for approximately one-third of the property and interest in the purchase of the remaining two thirds of the property. In all cases the buyers plan to make some improvements to the property but have been told that a permit would not be issued because of the continuing status of the T or transitional zoning. Additionally, we have been lead to believe that if a zoning change were made it would be to residential. In all cases the potential buyers would like to be certain they would be able to sell their real property in the future as a commercial use and, therefore, have backed out of the negotiations.

The great majority of the value of the real property is in the value of the improvements, which are special use for the operations of a nursery and garden center. The appraised value of the 11.07 acres, without the improvements, was $362,000.00. The zoning designated for the operation of a nursery and/or garden center is C-4. This is how the property has been used, improved and been a source of employment for the past 28 years. There are other businesses along this section of Frankford, although not yet annexed, that would fit into the category of C-4 commercial operations.

We have willing buyers who are reluctant because of their concern with the ability of their investment to be protected given the question of zoning. We are requesting that our real property be approved for a zoning designation of C-4, consistent with its use over the last 28 years, consistent with other commercial operations in the same area and consistent with the investment in the land and improvements. To not allow the change to the C-4 zoning designation would result in unreasonable financial hardship for the current owners and lien holders.

Respectfully submitted,

TT Iron Horse #1, Ltd.
John C. Smothers
Managing Partner

3205

(4)

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. 775-2100

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.: 3205**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

THE PREVIOUS BUSINESS, TG TREES NURSERY & GARDEN CENTER, WAS A POSITIVE INFLUENCE IN THE NEIGHBORHOOD. THEY WERE DILIGENT IN THEIR EFFORTS TO MAINTAIN THE SITE AND KEEP IT ATTRACTIVE AND CLEAN. WE STRONGLY SUPPORT AND ARE IN FAVOR OF THIS ZONE CHANGE, AND THE OPPORTUNITY FOR TG TREES TO OPERATE AGAIN.

THANK YOU.

Print Name NORRIS & DONNA STEVENS

Signature: Norris & Donna Stevens

Address: 5803 116TH ST., LUBBOCK

Address of Property Owned: 5803 & 5805 116TH ST., LUBBOCK

2 of 16

RECEIVED
APR 04 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3205 90417
STEVENS, DONNA Q
5803 116TH ST

LUBBOCK TX 79424

4

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.:** ***3205***

In Favor of ✓

Opposed ___

RECEIVED
APR 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Candace N. Swartz
Signature: [signature]
Address: 6001 116th
Address of Property Owned: 6001 116th

9 of 16

Zone Case Number: **3205** 90432
~~WATKINS SADIE~~ & CANDACE N
JAYMIE B SWARTZ
6001 116TH ST

LUBBOCK TX 79424

14

The property owners identified below are "IN FAVOR OF" the zoning change requested by P&Z CASE 3205

Printed Name: CHRIS TEFFE
Signature:
Address: 6041 PRIVATE ROAD 7320
Address of Property Owned:
6041 PRIVATE ROAD 7320
LUBBOCK, TX 79424

Printed Name: David Sarten
Signature: David Sarten
Address: 6014 - 116 St
Address of Property Owned:
6014 - 116th

Printed Name: Patrice Reese Bruce Reese
Signature: Patrice Reese Bruce W. Reese
Address: 6007 116th Lubbock Tx
Address of Property Owned:
6007 116th

Printed Name: David Ramsey
Signature: David Ramsey
Address: 5813 116th ST
Address of Property Owned:
5813 116th ST.

Printed Name: FRANCIS JARRETT
Signature: Francis P Jarrett
Address: 6015 116 TH ST.
Address of Property Owned: (JARRETT LIVING TRUST)
6015 116TH ST.

Printed Name: BLAKE HARDEGREE
Signature: Blake Hardegree
Address: 5818 116 TH ST.
Address of Property Owned:
5818 116TH ST.

---

(4)

The property owners identified below are "IN FAVOR OF" the zoning change requested by P&Z CASE 3205 "C-4"

Printed Name: Jerry W Phillips
Signature: Jerry Phillips
Address: 6011-116th ST
Address of Property Owned:
6011-116th Street

Printed Name: Colleen Phillips
Signature: Colleen Phillips
Address: 6011 116th St.
Address of Property Owned:
6011 116th St.
Lubbock Tx - 79424

Printed Name: ELENA STOTEN
Signature: ELENA STOTEN
Address: 6012-116ST.
Address of Property Owned:
6012-116ST.

Printed Name: CALVIN and VIVIEN FORTENBERRY.
Signature: Calvin Fortenberry Vivien Fortenberry
Address: 6007-114th St.
Address of Property Owned:
6007-114th St
Lubbock, TX 79424

Printed Name: WILLIAM C. ADDISON
Signature: William C. Addison
Address:
Address of Property Owned:
5801-116 ST

Printed Name: DON HAYS / DEBBIE HAYS
Signature: Don Hays Debbie Hays
Address: 11615 IOLA AVE LUBBOCK, TX 79424
Address of Property Owned:
11615 IOLA AVE

4

The property owners identified below are "IN FAVOR OF" the zoning change requested by P&Z CASE 3205

Printed Name: JAMES TOWNSEND
Signature:
Address: 5811 116TH LUBBOCK, TX 79424
Address of Property Owned:
5811 116TH LUBBOCK, TX 79424

Printed Name:
Signature:
Address:
Address of Property Owned:

Printed Name:
Signature:
Address:
Address of Property Owned:

Printed Name:
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Address:
Address of Property Owned:

Printed Name:
Signature:
Address:
Address of Property Owned:

Printed Name:
Signature:
Address:
Address of Property Owned:

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

Meeting Date: 05/01/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3206, a request of Hugo Reed and Associates, Inc. (for Edge Concepts, LLC) for a zoning change from T to GO on 2.4 acres of unplatted land out of Block E-2, Section 23 (south of 122nd Street and west of Quaker Avenue) and consider an ordinance.

Item Summary

Zoning Request:
From T (Transitional) to GO (Garden Office)

Proposed Land Use:
Garden Office development (two sites)

Adjacent Land Uses:
N – Commercial – zoned CB-2 Central Business 2
S – Residential – zoned T Transitional
E – Commercial – zoned GO Garden Office
W – Residential – zoned T Transitional

Planning and Zoning Commission (P&Z) Public Hearing Notes from April 4, 2013:
There were two property owners from the adjacent neighborhood that spoke in opposition. The proponent went over all nine of the points of opposition from the petition submitted by the neighborhood. The proponent also met with the neighbors prior to the P&Z meeting.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposed case is consistent with the CLUP, allowing for buffer districts at the half mile or collector level streets on the thoroughfare.

The P&Z recommended the request by a 4-1 vote with the following conditions:
1. Platting is required prior to any building permit, including an alley or easement to be dedicated so as to ensure the ability for utilities and garbage access to continue through the previously acknowledged east-west utility corridor running between the lots west of this tract. Extensions of municipal water, sewer, and paving will be provided as required through the plat process.
2. Future alley dedications west of this property are not required as a part of this case.
3. If an alley or easement is dedicated along the west boundary of this property, the minimum required screening fence will be placed along the west side of said alley or easement.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3206

Zone Case 3206

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. 3206;** A ZONING CHANGE FROM **T** TO **GO** ZONING DISTRICT ON **2.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances 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. 3206

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **GO** zoning district on **2.4 acres of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas located at **south of 122nd Street and west of Quaker 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 platting is required prior to any building permit, including an alley or easement to be dedicated so as to ensure the ability for utilities and garbage access to continue through the previously acknowledged east-west utility corridor running between the lots west of this tract. Extensions of municipal water, sewer, and paving will be provided as required through the plat process.**

2. **THAT future alley dedications west of this property are not required as a part of this zone change.**

3. **THAT if an alley or easement is dedicated along the west boundary of this property, the minimum required screening fence will be placed along the west side of said alley or easement.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3206
April 4, 2013

LAND SURVEYORS
CIVIL ENGINEERS

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

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximately 2.4 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of the South half of Section 23, Block E-2, Lubbock County, Texas, for the Northeast corner of this tract;

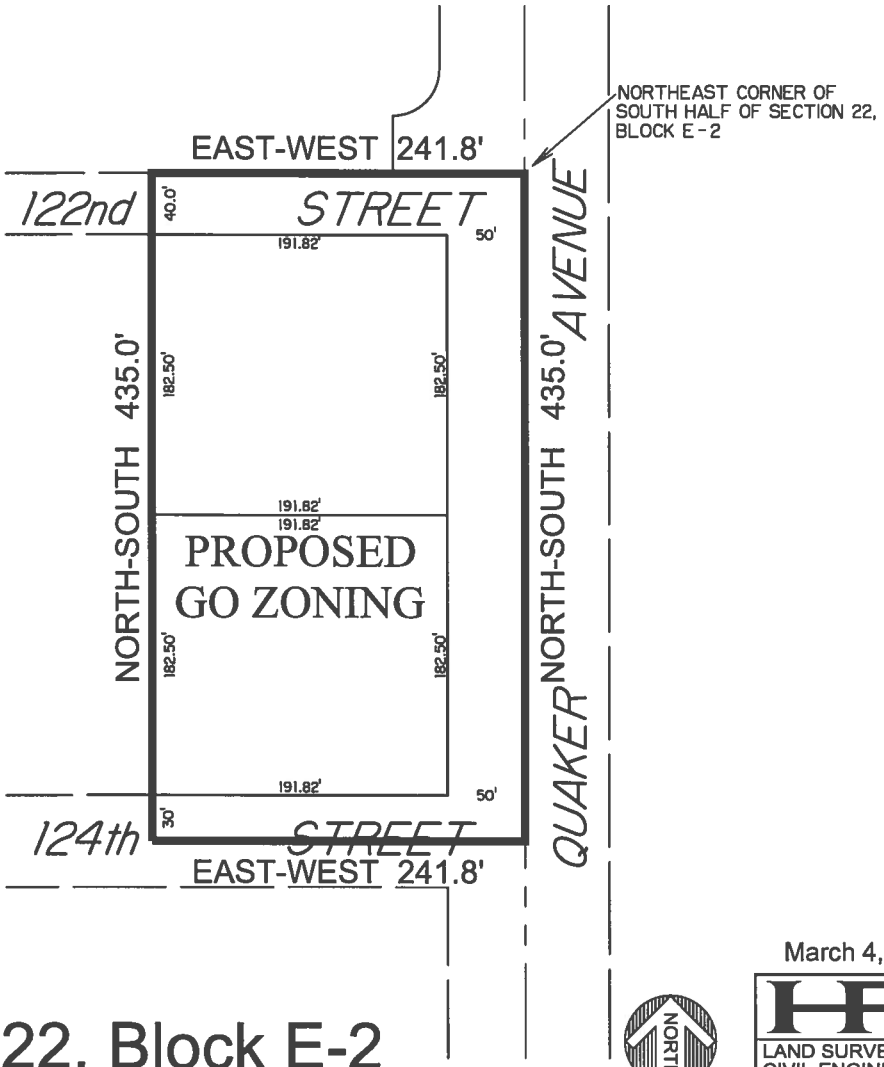
THENCE South, along the East line of said Section 23, Block E-2, an approximate distance of 435.0 feet to a point in the center line of 124th Street;

THENCE West, along said centerline, an approximate distance of 241.8 feet to a point;

THENCE North, at 30 feet pass a point in the North right-of-way line of 124th Street, at 365.00 feet pass a point in the South right-of-way line of 122nd Street, continuing for a total approximate distance of 435.0 feet to a point in the North line of the South half of said Section 23, Block E-2;

THENCE East, along the North line of the South half of said Section 23, Block E-2, an approximate distance of 241.8 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY



Section 22, Block E-2

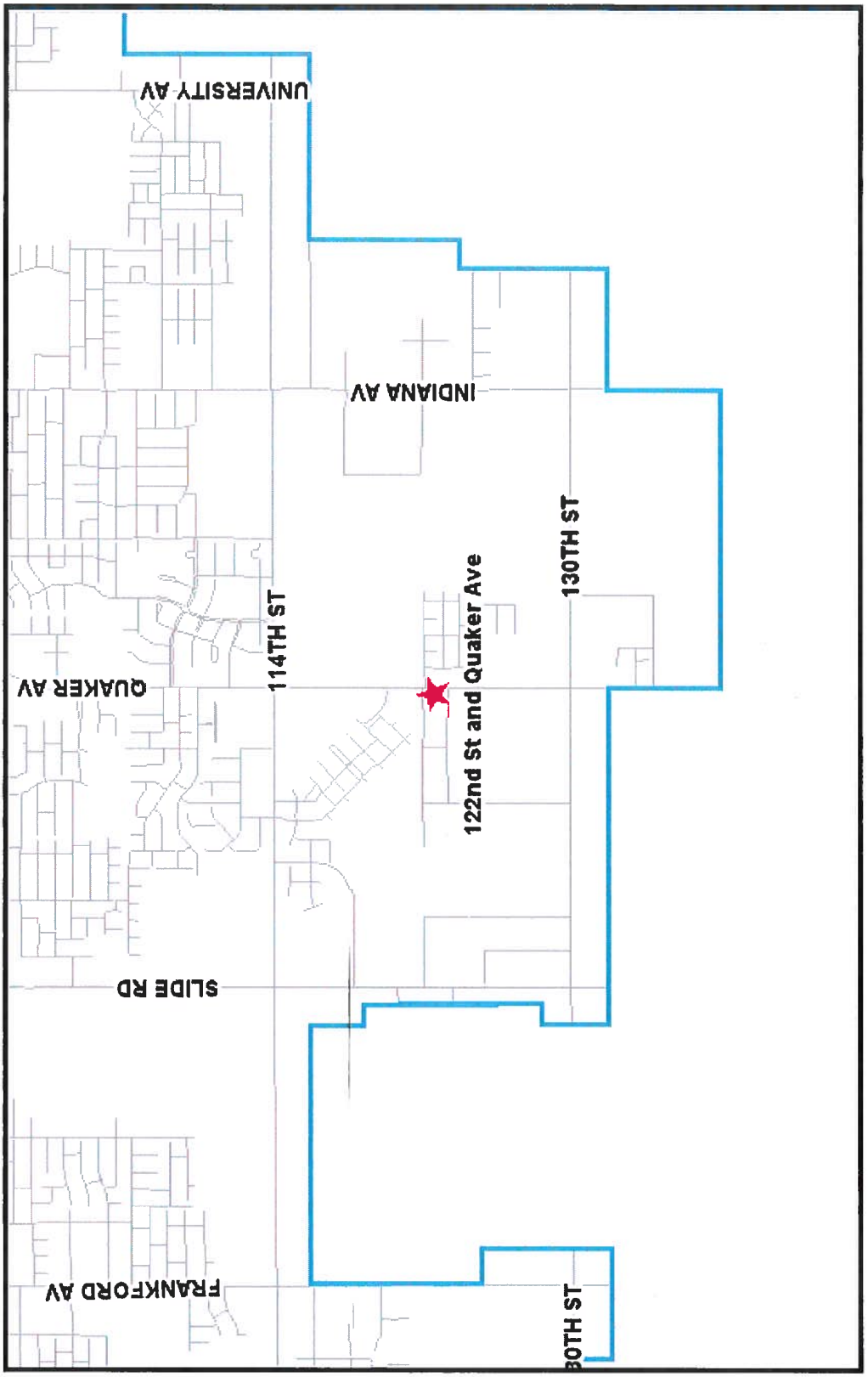
ZONE CHANGE REQUEST GRAPHIC

March 4, 2013

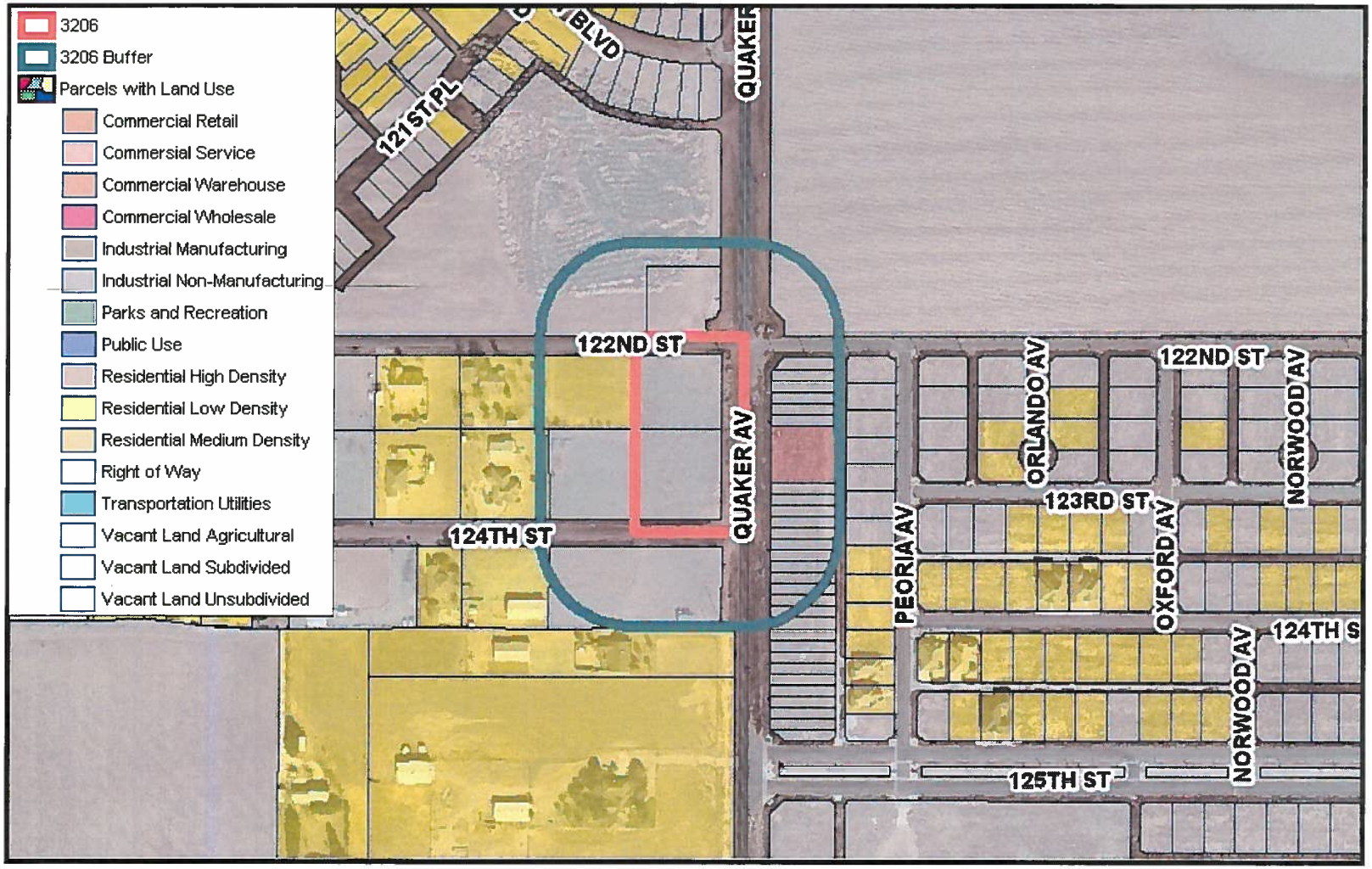
NORTH

Not to Scale

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

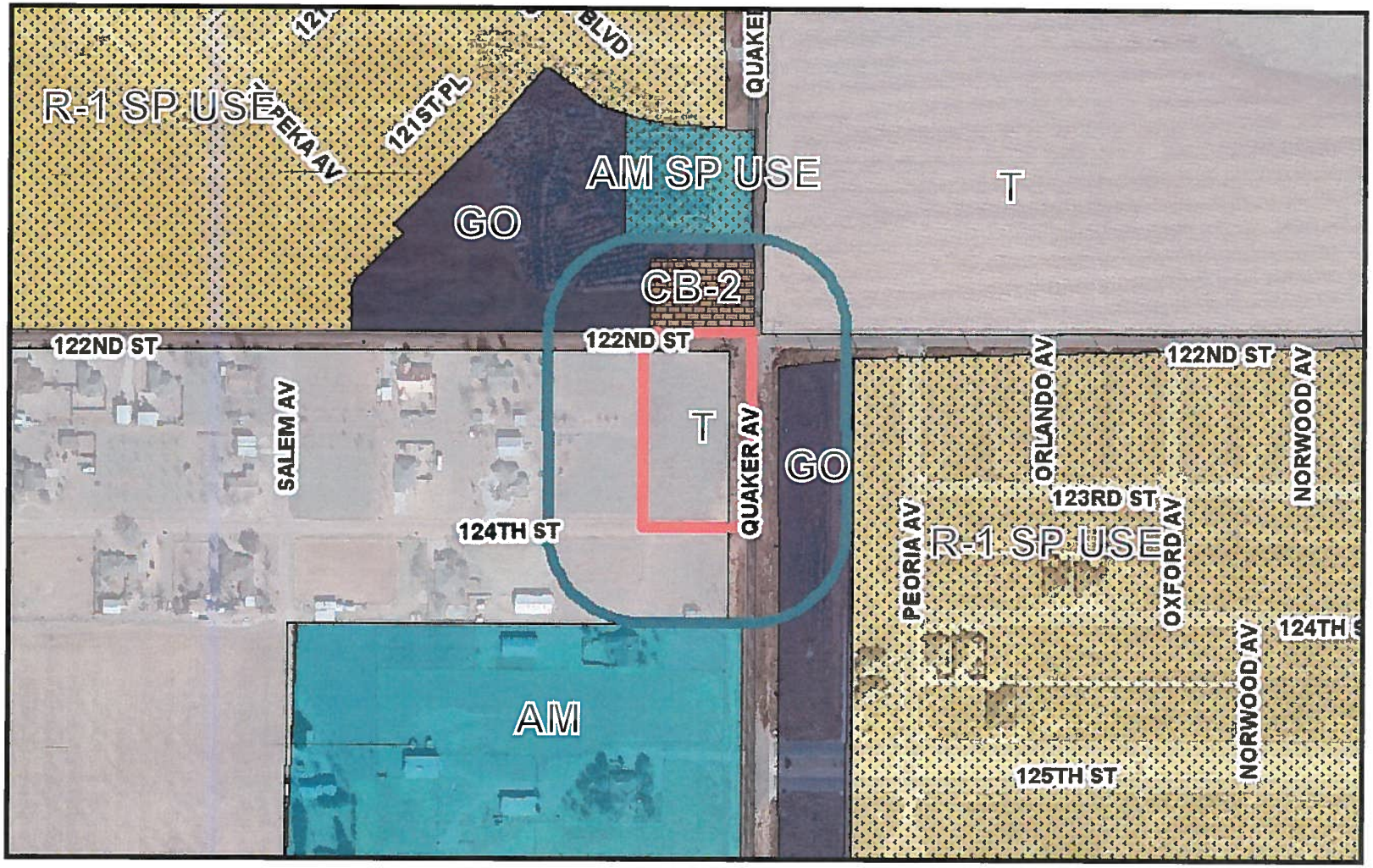


P.Z.C. Case 3206



P.Z.C. Case 3206

Request of Hugo Reed and Associates, Inc. (for Edge Concepts, LLC) for a zoning change from T to GO, south of 122nd Street and west of Quaker Avenue



P.Z.C. Case 3206 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
Edge Concepts, LLC
11005 Quaker Avenue
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-687-0033
Telephone

Location or Address: 122nd Street and Quaker Avenue

Legal Description:* See Metes and bounds Description Attached

Existing Land Use: Vacant

Existing Zoning: T or R

Acreage or Square Footage of Property: 2.4 acres

Zoning Requested: GO

Proposed Development: Unspecified Offices

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

March 11, 2013
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $481 (Edge #17631)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

reciept 17717 ck# 17631 **For City Use Only** M+B map 41

Zone Case No.: 3206

Agenda No.: 5

Request for zoning change from: T

To: GO

2.4 acres of unplatted land out of Block E-2 Section 23

on Lot(s): —

Block(s): —

Subdivision: —

Address: 122nd St and Quaker Ave

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

LAND SURVEYORS
CIVIL ENGINEERS

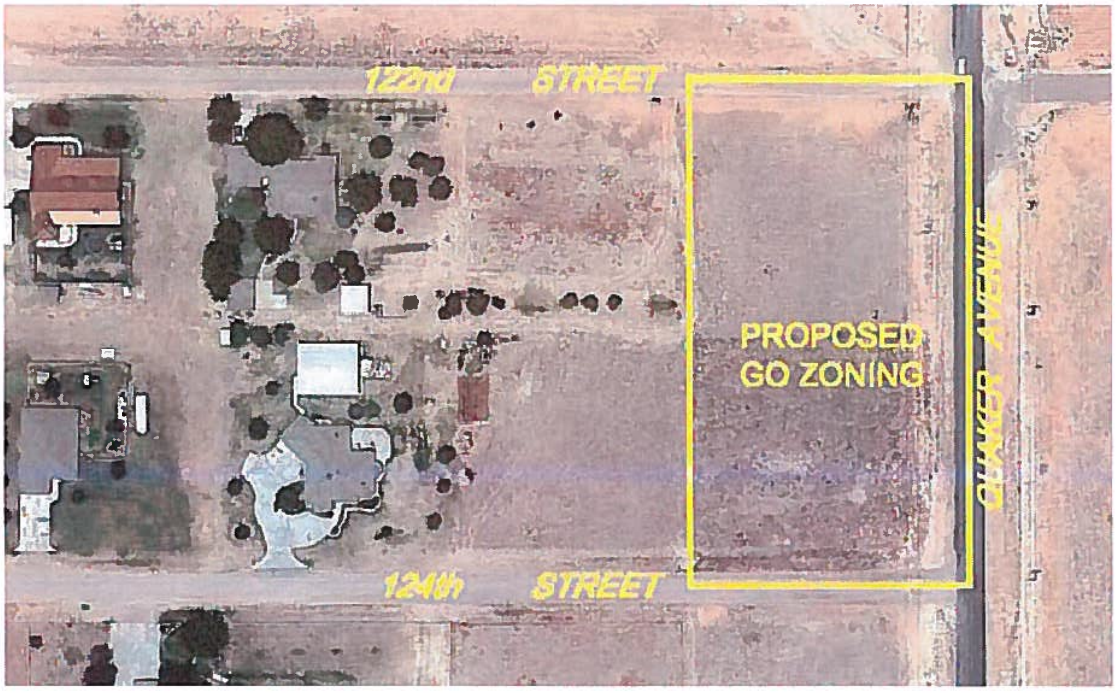
March 13, 2012

Re: Zoning Request

Dear Property Owner:

By now, you may have received a letter from the City of Lubbock notifying you of a requested zone change near your property. We are mailing this letter to you because the Lubbock Central Appraisal District lists you as the owner of property immediately adjacent to the tract illustrated below. Our firm is performing development consulting services related to the proposed project and we would like to take this opportunity to explain our request and make ourselves available to you should you have any questions regarding our plans.

Edge Concepts (our client) is requesting the tract illustrated below to be rezoned to Garden Office. Garden Office zoning is typically an allowed use along major streets such as Quaker Avenue and the property on the east side of Quaker has already received that zoning designation. At this time, we do not have specific building plans prepared, but our hope is to gain the zoning we are requesting and then proceed with the design and development of the site. It is the goal of Edge Concepts to develop office buildings similar in style to what they have constructed along the east side of Quaker Avenue in the Orchard Park development and the buildings would face Quaker Avenue.



As per the Lubbock Code of Ordinances Section 40.03.1033, Garden Office Zoning specifically permits the following two types of land uses:

(1) Offices, general and professional. No retail sales of merchandise shall be allowed.

(2) Oil and gas wells* (subject to conditions of Chapter 14 [8], Article VI [8.07], Oil and Gas Drilling, of this Code).

**Please note that oil and gas wells are allowed in EVERY zoning district within the city limits.*

It is important to note that this zoning district does not allow retail stores, restaurants, or any of the other uses normally allowed in commercial zoning.

We look forward to helping our clients bring continued growth to this corner of the city and we hope you agree they have been and will continue to be a good neighbor. We would sincerely appreciate your support for our request; and please do not hesitate to contact me should you have any questions about our development plans for this property.

Sincerely,

Terry Holeman

Terry Holeman
Director of Development Services
Hugo Reed and Associates, Inc.
806-763-5642
tholeman@hugoreed.com

1. We believe this request is a violation of the property restrictive covenants
    a. The proposed development is not in violation of the recorded Restrictive Covenant Agreement recorded in Vol. 1208, Page 293. Those restrictions do not prohibit garden office or commercial development and does not restrict the property to solely residential use.
2. Property platted since the 1960's, Two individual lots. Not unplatted as stated.
    a. LCAD shows property as an unrecorded subdivision
    b. City right-of-way map shows the property as unplatted
    c. All recorded deeds reflect the unplatted parcels
3. Possible infringement on our utility easement for future water, sewer, and gas.
    a. "Easement" is not properly filed of record
    b. No utilities exist in that corridor (on this property) today.
    c. Through platting, developer will be required to make accommodations for extensions of utilities
4. Objection to possible relocation of dedicated utility easement
    a. Same comments as in No. 3 above
5. Residential annex area has no curb, gutter, pavement on 112nd or 124th Street
    a. This is common for county developments which have been annexed and is not a zoning issue
    b. Developer will be required to pave halves of streets on each side of tract being platted.
6. Possible alley and dumpster issues
    a. There are a number of ways this can be resolved, but there is no alley in place today. Through platting, an alley could be dedicated as needed to provide connection to backs of lots
    b. On-site solid waste pick-up is an option
7. Property elevation compared to Quaker elevation (122 Street) makes City of Lubbock ADA public sidewalk difficult
    a. This is not a zoning issue and would be addressed with ANY construction project (including residential)
8. Possible water well contamination
    a. This is not an issue. The proposed development will extend and connect to city water and sewer
9. Environmental Study to protect the endangered horned lizard species.
    a. This is not a zoning issue. If there are listed endangered species, anyone constructing a building on the site would be subject to the same criteria.

THE STATE OF TEXAS |

COUNTY OF LUBBOCK |

RESTRICTIVE COVENANT AGREEMENT

WHEREAS, the undersigned are all of the owners of the property described in the attached Exhibit "A" which is situated in Lubbock County, Texas; and

WHEREAS, the undersigned desire to impress and impose upon all of said property and each tract thereof the following restrictions, which shall constitute covenants that run with the title to said property until eliminated or modified in whole or in part by a two-thirds vote of those persons owning said property, which vote shall be taken as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the undersigned hereby mutually impress and impose the following restrictions upon said property:

1) No trailer, basement, tent, garage or other outbuilding erected on any of said property shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

2) No noxious or offensive activities shall be carried on on any of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3) No cattle, chickens, hogs, or other livestock, poultry, or other animals shall be kept, cared for or maintained on any parcel of said property, except that not more than 20 head of grown cattle or horses (excluding sheep and goats), together with their offspring, may be kept on any single tract described in the attached Exhibit "A". Provided, however, that no such cattle, or horses shall be kept or bed commercially, and any such animals kept or maintained on said property must be owned by the owner or lessee of said property;

VOL 1208 PAGE 293

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provided, further, that the total number of cattle or horses kept under the exception to this restriction shall not exceed 40 head per tract described in the attached Exhibit "A". Nothing contained in this restriction shall prohibit the keeping of animals as pets or for domestic purposes, except pigs, goats, and chickens, which shall not be kept for any purpose.

4) In the event that any of the tracts described in the attached Exhibit "A" are subdivided into smaller tracts, no lot into which said tracts are subdivided shall be smaller than 100 feet frontage and 150 feet in depth.

5) None of the property described in the attached Exhibit "A" shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such waste shall be kept in sanitary containers, incinerators, or other equipment for the storage and disposal of such material, which equipment shall be kept in a clean, sanitary condition, and shall meet sanitary regulations of the State of Texas, the County of Lubbock, and the City of Lubbock.

6) Any structure which is erected on any of the property to be used as a residence shall contain not less than 1,500 square feet of living space, exclusive of open porches and garages, and shall have a construction cost of not less than $15,000.00. No used building shall be moved onto any of the premises to be used for residential purposes.

7) At the time of any construction of any residence on any of the property there shall be constructed in connection with said dwelling, unless a public sewage disposal system is available by that time, a septic tank of standard construction of sufficient size and capacity to adequately accomodate sewage disposal from said dwelling. There shall not be used or constructed in connection with any dwelling a cesspool or similar structure for the disposal of sewage which is not water tight. Septic tanks shall be constructed and maintained in such a manner as to prevent contamination of the underground water supply and to

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prevent noxious odors therefrom. Sewage disposal facilities shall conform with the standards established by the City-County Health Department of Lubbock, Texas.

8) In the event that a water well is drilled on any tract of 15 acres, the size of the pump on such well shall not exceed three inches in capacity. Such well shall be of standard construction and shall be cased in a workmanlike manner from the surface of the ground to the producing strata. Such construction and casing shall be done in such a manner as to prevent contamination of the underground water supply. In the event that any 15 acre tract is subdivided into smaller tracts, there shall not be more than one well drilled on each subdivided tract, and if the subdivided tracts are less than one acre in size, then the pump on any well drilled on such tracts shall not exceed 3/4" in total meter capacity; if the subdivided tracts are more than one acre but less than 2-1/2 acres the size of the pump on any such well shall not exceed one inch in total meter capacity; if the subdivided tracts are more than 2-1/2 acres but five or less acres, then the size of the pump on any such well shall not exceed 1-1/2" in total meter capacity; and if the subdivided tracts are larger than five acres, the size of the pump shall not exceed two inches in total meter capacity.

9) None of the property shall be used as a junk yard, wrecking yard, or storage place for disabled or wrecked automobiles.

The above restrictions shall remain in effect and shall constitute covenants running with the title to said property, unless eliminated or modified in whole or in part by a two-thirds vote of those persons owning said property at the time of the vote to eliminate or modify said restrictions. A vote to eliminate or modify the restrictions may be taken at any time upon the petition of 20 percent of the owners of said property, after written notice is given of the time, place, and manner of voting, in writing, to all persons owning any of said property. If two-thirds of the owners of said property vote to eliminate or modify said restrictions, then at least three of the owners of any of said property shall execute a document certifying that at least two-thirds of the owners of said property have voted to eliminate or modify said restrictions, and if the vote is for modification, then the particulars in which the restrictions

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S

are modified shall be stated in said document, the document shall be acknowledged and properly recorded in the office of the County Clerk of Lubbock County, Texas, and thereafter all persons owning any of said property shall be found by said vote.

No right of reversion is retained for the violation of the above restrictions, but, if any owner of any of the property described in the attached Exhibit "A" or any person occupying said premises or their heirs, legal representatives, or assigns, shall violate any of the covenants herein, it shall be lawful for the undersigned, their successors, and assigns, or any person or persons owning or legally occupying said property, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either enjoin such person or persons from doing so, or recover damages for such violation. The rights of action here given are several and cumulative to all owners.

EXECUTED this 3rd day of December, 1968.

Wm E. Haley

Bob C. Tiller

John L Kennamer Jr.

Peggy Wm. Gilbert

Sammy Tate

Charles E. Bell

Ray N. Howett

J. D. Keller

J. M. Nelson

Jesse C. Evans

John W. Rankin

Jack McQueen

Oscar Fanning

Delton Jones

John R. Primrose

Marvin G. Pendleton

Carlos L. Ivie

S

FIELD NOTES

TRACT 1

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1992.5' North and 4266.39 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

STATE OF TEXAS CECIL M. HAWK 1944 REGISTERED PROFESSIONAL ENGINEER

Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

CHARLES V. HILL

EXHIBIT "A" - #1

FIELD NOTES

TRACT 2

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1345.0' North and 4266.39 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

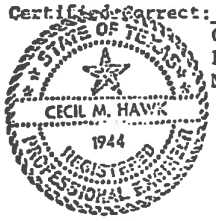
Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Theace N 89° 56' W 1009.11 feet to the place of beginning.

VOL 1208 PAGE 297

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944



VOL. 1208 PAGE 298

Calvin H Kellar

EXHIBIT "A" - #2

FIELD NOTES

TRACT 3

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 697.5' North and 4266.39 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944

CHARLES E. BELL

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EXHIBIT "A" - #3

FIELD NOTES

TRACT 4

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 50' North and 4266.39 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944

STATE OF TEXAS
CECIL M. HAWK
1944
REGISTERED
PROFESSIONAL ENGINEER

SAMUEL L. TATE

EXHIBIT "A" - #4

FIELD NOTES

TRACT 5

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 50' North and 3257.28 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

S

VOL 1208 PAGE 299

Containing 15.0 Acres of land more or less.

Certified Correct: [signature]
Cecil M. Hawk
Professional Engineer
No. 1944

VOL 1208 PAGE 300

WILLIAM E. HALEY

EXHIBIT "A" - #5

FIELD NOTES

TRACT 6

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 697.50 North and 3257.28 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct: [signature]
Cecil M. Hawk
Professional Engineer
No. 1944

JESSE C. EVANS

S

EXHIBIT "A" - #6

FIELD NOTES

TRACT 7

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1345.0' North and 3257.28 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944

STATE OF TEXAS
CECIL M. HAWK
1944
REGISTERED PROFESSIONAL ENGINEER

JOHN L. KOONSMAN, JR.

EXHIBIT 'A" - #7

FIELD NOTES

TRACT 8

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1992.5 Feet North and 3259.28 Feet South 89° 56' East of the Southwest Corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.6 feet to an iron rod set for the Northwest corner of this tract;

Thence South 89° 56' East 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.6 feet to an iron rod set for the Southeast corner of this tract;

Thence North 89° 56' West 1009.11 feet to the place of beginning.

Save and except an area 10 feet by 10 feet with an existing water well as its center.

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S

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944

VOL 1208 PAGE 302

AUBREY R. McCULLOCH

EXHIBIT "A" - #8

FIELD NOTES

TRACT 9

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1992.5' North and 2218.17 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647 6 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.6 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct:
Cecil M. Hawk
Professional Engineer
No. 1944

MARVIN C. PENDLETON

EXHIBIT "A" - #9

S

FIELD NOTES

TRACT 10

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1345.00' North and 2218.17 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

STATE OF TEXAS
CECIL M. HAWK
1944
REGISTERED
PROFESSIONAL ENGINEER

THOMAS F. IRELAND, JR.

EXHIBIT "A" - #10

FIELD NOTES

TRACT 11

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 697.50' North and 2218.17 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

S

VOL 1208 PAGE 303

Containing 15.0 Acres of land more or less.

Certified Correct: Cecil M. Hawk
Professional Engineer
No. 1944

VOL 1208 PAGE 304

JOHN R. CRISWELL

EXHIBIT "A" - #11

FIELD NOTES

TRACT 12

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 50' North and 2218.17 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 647.5 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 1009.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 647.5 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 1009.11 feet to the place of beginning.

Containing 15.0 Acres of land more or less.

Certified Correct: Cecil M. Hawk
Professional Engineer
No. 1944

JACK W. McQUEEN

S

EXHIBIT "A" - #12

TRACT 13

FIELD NOTES

Field notes for a 15.0 acre tract out of the South one-half of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod set 50 feet North and 1670.96 feet South 89° 56' East from the Southwest corner of Section 23, Block E2, Lubbock County, Texas;

Thence North 647.50 feet to an iron rod;

Thence South 89° 56' East 145.23 feet to an iron rod;

Thence North 647.50 feet to an iron rod;

Thence South 89° 56'East 431.98 feet to an iron rod;

Thence South 1295.00 feet to an iron rod;

Thence North 89° 56' West 577.21 feet to the place of beginning.

Containing 15.0 acres of land more or less.

Certified Correct
1944

Cecil M. Hawk
Professional Engineer
No. 1944

JOHN M. RANDLES

EXHIBIT "A" - #13

FIELD NOTES

TRACT 15

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1345.0' North and 1259.06 feet S 89° 56' E of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 688.6 feet to an iron rod set for the Northwest corner of this tract;

Thence S 89° 56' E 949.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 688.6 feet to an iron rod set for the Southeast corner of this tract;

Thence N 89° 56' W 949.11 feet to the place of beginning.

VOL 1208 PAGE 305

R. N. Hewett

FIELD NOTES

TRACT 17

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas.

Beginning at an iron rod 2095.07' North and 40 feet South 89° 56' East of the Southwest corner of Section 23, Block E2, Lubbock County, Texas;

Thence North 544.93 feet to an iron rod set for the Northwest corner of this tract;

Thence South 89° 56' E. 1199.06 feet to an iron rod set for the Northeast corner of this tract;

Thence South 544.93 feet to an iron rod set for the Southeast corner of this tract;

Thence North 89° 56' W. 1199.06 feet to the place of beginning.

Containing 15.0 acres of land more or less.

Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

STATE OF TEXAS
CECIL M. HAWK
1944
REGISTERED
PROFESSIONAL ENGINEER

RAY N. HEWETT

EXHIBIT "A" - #16

S

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FIELD NOTES

TRACT 18

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas.

Beginning at an iron rod 1550.14' North and 40 feet South 89° 56' East of the Southwest corner of Section 23, Block E2, Lubbock County, Texas;

Thence North 544.93 feet to an iron rod set for the Northwest corner of this tract;

Thence South 89° 56' E. 1199.06 feet to an iron rod set for the Northeast corner of this tract;

Thence South 544.93 feet to an iron rod set for the Southeast corner of this tract;

Thence North 89° 56' W. 1199.06 feet to the place of beginning.

Containing 15.0 acres of land more or less.

Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

STATE OF TEXAS
CECIL M. HAWK
1944
REGISTERED
PROFESSIONAL ENGINEER

OSCAR A. FANNING

EXHIBIT "A" - #17

REGISTERED
RECORDED
INDEXED
COMPARED

11575
12/30/68

RESTRICTIVE COVENANT AGREEMENT

WM. E. HALEY, ET AL

TO

PARTS OF SECTION 23, BLK. E2,
LUBBOCK COUNTY, TEXAS

FILED FOR RECORD
JUL 18 10 42 AM '69

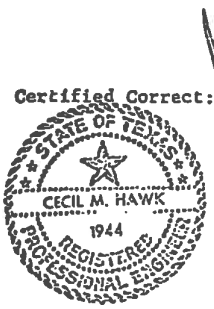
Mrs. Flora Stevenson
County Clerk, Lubbock County, Texas

add'l fee for exhibit "A"
1.00

When Recorded, Please Return To:
Lubbock National Bank Trust Dept.
P. O. Box 421
Lubbock, Texas 79408

S

Containing 15.0 Acres of land more or less.



Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

VOL 1208 PAGE 306

BOBBY C. FISHER

EXHIBIT "A" - #14

FIELD NOTES

TRACT 16

Field notes for a 15.0 acre tract of land out of Section 23, Block E2, Lubbock County, Texas

Beginning at an iron rod 1992.5 Feet North and 1269.06 Feet South 89° 56' E. of the Southwest corner of Section 23, Block E2, Lubbock County, Texas for the Southwest and beginning corner of this tract;

Thence North 688.6 feet to an iron rod set for the Northwest corner of this tract;

Thence South 89° 56' E 949.11 feet to an iron rod set for the Northeast corner of this tract;

Thence South 688.6 feet to an iron rod set for the Southeast corner of this tract;

Thence North 89° 56' West 949.11 feet to the place of beginning.

Save and except an area 10 feet by 10 feet with an existing water well as its center.

Containing 15.0 Acres of land more or less.

Certified Correct:

Cecil M. Hawk
Professional Engineer
No. 1944

DELWIN L. JONES

S

EXHIBIT "A" - #15

TIMBERLAKE, WEAVER & SHARP, P.C.

A PROFESSIONAL SERVICE CORPORATION
ATTORNEYS AT LAW

www.twsattorneys.com

February 25, 2013

FRED H. TIMBERLAKE
(1915-1990)

STAN A. WEAVER
BOARD CERTIFIED-RESIDENTIAL, COMMERCIAL
AND FARM AND RANCH REAL ESTATE LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

SCOTT W. SHARP

CAROLYN E. ROMO

HAYDEN C. OLSON

1408-A BUDDY HOLLY AVE.
LUBBOCK, TEXAS 79401-5001

PHONE: 806-762-0281
FAX: 806-744-5021

EMAIL: swsharp@twsattorneys.com

VIA REGULAR U.S. MAIL
AND E-MAIL rogerb@edgeconceptsonline.com

Mr. Roger Billingsley
Edge Concepts, LLC
10905 Quaker Ave.
Lubbock, Texas 79424

Re: Restrictive covenants related to property under contract with Jerry Riggs, said property being located at 4402 124th Street, Lubbock, Texas 79424

Dear Roger:

I have briefly reviewed the title records related to the proposed property being purchased by you from Jerry Riggs at 4402 124th Street, Lubbock, Texas 79424.

Please understand that I have not conducted a complete title examination of the property, and at such time that you obtain a copy of the commitment for title insurance, I would very much like to see the commitment so that I can determine whether there are any other restrictions affecting the property other than those that I have located of record.

Based upon my limited examination, I found restrictive covenants affecting the property, as recorded in Volume 1208, Page 293 of the Deed Records of Lubbock County, Texas. I am enclosing a copy of the restrictions for your reference. The property which you are purchasing is located within the 15 acre tract described as "Tract 1" on the Restrictive Covenant Agreement recorded in Volume 1208, Page 293.

Although paragraphs 6 and 7 of the Restrictive Covenants make reference to the minimum square foot requirement of any residence to be located on the property, there is not a specific restriction that prohibits the use of the property for commercial purposes. Under Texas common law, restrictive covenants were to be strictly construed. However, Section 202.003 of the *Texas Property Code* now provides that a restrictive covenant shall be "liberally construed to give effect to its purposes and intent." Even if the restrictive covenants recorded in Volume 1208, Page 293 are interpreted liberally, I do not find any provisions that expressly limit the use

of the property to residential purposes only. Typically, a restriction against commercial use will state specifically that the property is to be utilized only for residential purposes.

A party claiming that the above-described restrictive covenants limit the property's use to residential purposes, will be required to prove such restricted use *by implication* from the application of paragraphs 6 and 7, which refer to the construction of residential dwellings. However, I find nothing within the restrictions that *expressly prohibits* commercial use; and, in my opinion, a party attempting to prove that the property is restricted to residential use will have a difficult burden. In other words, nothing within the restrictive covenants expressly states that commercial use is not allowed, *or*, that the property can only be used for residential purposes. Although it is never possible to predict how a court will interpret a particular document; I believe that if you are challenged regarding the use of the property for commercial purposes, you will have a good argument to support your position that the property is not restricted to residential use only.

Another factor that may be relevant to the enforceability of the restrictions is the current use of the other properties affected by the restrictive covenants. The restrictions affect almost all of the south one-half of Section 23, Block E-2 of Lubbock County. If other properties affected by the restrictions are now being used for commercial purposes, it is possible that the restrictions, to the extent that they prohibit commercial use, have been waived due to the failure to enforce the restrictions. In doing a brief check of the records of the Lubbock Central Appraisal District, it appears that some of the properties may now be used for purposes other than residential. Thus, the surrounding property owners may have waived their rights to enforce the restrictions against your property, by reason of their failure to enforce the restrictions against other possible violations on neighboring tracts.

It is my understanding that Mr. Terry Holeman at Hugo Reed & Associates is working on the zoning issue related to this property, and I am sending him a copy of this letter so that he will be aware of my position in regard to the deed restrictions.

Again, after you receive your commitment for title insurance, please provide a copy to me so that I can verify that there are no other restrictions other than those described in this letter.

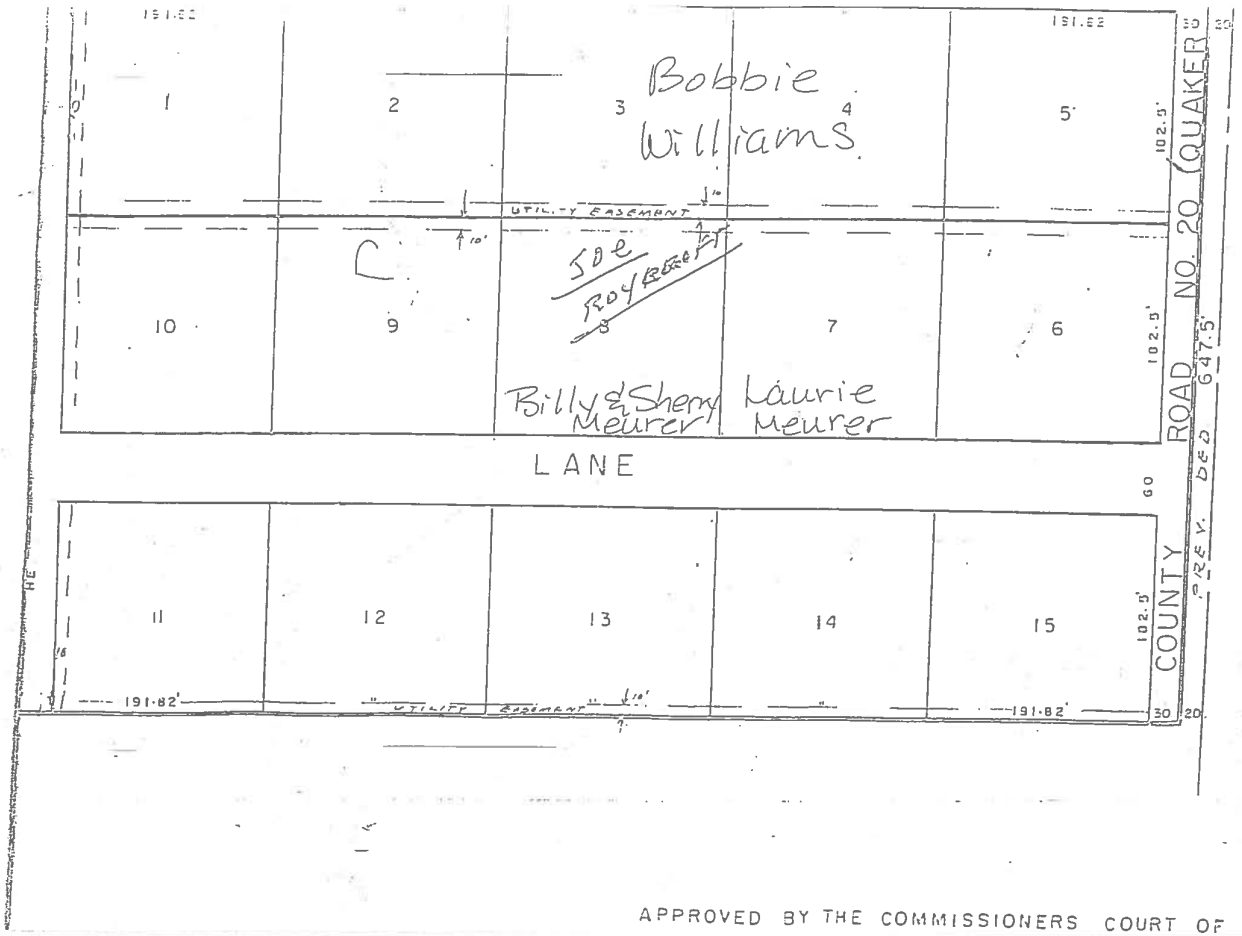
Very truly yours,

Scott W. Sharp

SWS/ajf
S:\SWS CLIENT FILES\Billingsley, Roger\Riggs.Purchase\Billingsley.Ltr.2-25-13.Docx

Enclosure

Cc: Mr. Terry Holeman



APPROVED BY THE COMMISSIONERS COURT OF LUBBOCK

[redacted]

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.: 3206**

In Favor of ___

Opposed ✓

Reasons and/or Comments:
We are concerned about the increase of traffic and possible negative impact of property values.

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

Print Name Larry Dillon

Signature: Larry Dillon

Address: 4407 - 124th St. Lubbock, TX

Address of Property Owned: 4405 - 124th
4407 - 124th
4409 - 124th

4 of 10

Zone Case Number: **3206** 85562
DILLON SUSAN M & LARRY
4407 124TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

15

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.: 3206**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

See Petition - Key subdivision

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

Print Name Billy Meurer Sherry Meurer

Signature: Billy Meurer Sherry Meurer

Address: 4406-124th St Lubbock, Texas 79424

Address of Property Owned: 4406-124th St

2 of 10

Zone Case Number: **3206** 85493
MEURER BILLY A & SHERRY
4406 124TH ST

LUBBOCK TX 79424-7428

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

13

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3206***

In Favor of ___

Opposed ✓

Reasons and/or Comments:

See Petition – Key Subdivison

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

Print Name Laurie Meurer Needham
Signature: Laurie Meurer Needham
Address: 3424 53rd St. Lubbock, Texas 79413
Address of Property Owned: 4404-124th

6 of 10

Zone Case Number: **3206** 85568
MEURER, LAURIE A
3424 53RD ST

LUBBOCK TX 79413-4048

5

City of Lubbock, Planning and Zoning Commission

Reference: Hugo Reed and Associates Inc. (for Edge Concepts, LLC), request for zoning case number 3206 Location: 122nd - 124th Street and Quaker Avenue

The following property owners are **Opposed** to the reference zoning request.
Reasons and Comments:

- We believe this request is a violation of property restrictive covenants.
- Property platted since the 1960's, Two individual lots. Not unplatted as stated.
- Possible infringement on our utility easement for future water, sewer and gas.
- Objection to possible relocation of dedicated utility easement.
- Residential annex area has no curb, gutter, pavement on 122nd or 124th Street
- Possible alleyway and dumpsters issues.
- Property elevation compared to Quaker elevation (122 street) makes City of Lubbock ADA public sidewalk difficult.
- Possible water well contamination.
- Environmental Study to protect the endangered horned lizard species.

Key Subdivision, 122nd Street	Key Subdivision, 124th Street
4403, 4405, 4407, 4409	4401,4403, 4404, 4405, 4406, 4407
4601, 4603-1, 4603-2, 4605	4408, 4409, 4601,4602, 4604, 4605
4609	4606, 4607, 4608, 4609

Key Subdivision, Upton Avenue

12201, 12203

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APR 01 REC'D
PLANNING DEPARTMENT

Page 2, 3 and 4 signature sheets attached.

15

Address	Name	Signature
4403 4405 122nd Street	Billie Williams	Billie M Williams
4407 122nd Street	David Yowell	David Yowell
4407 122nd Street	Renee Yowell	Renee Yowell
4603 122nd #2 Street	Toya Bartlett	Toya Bartlett
4605 122 St.	O.A. Crockett	O Crockett
4609 122 ST	SHEALA COLLINS	Sheala Collins
4609 122ST	BRENT COLLINS	Brent Collins POA BY SHEALA COLLINS
12203 12201 Upton Ave 4409 - 122nd	Lee Frazier	L Frazier / Catherine Frazier
21505 Fm 179 Wolfforth TX 79382	JAY Young	
4601 - 122nd	Katherine McKinzie	Katherine McKinzie
4602 124th st	MORRIS ALLEN	Morris Allen
4602 124 st.	BOBBY ALLEN	Bobby Allen
4606 - 124th St.	LaRita Hughes	LaRita Hughes
4605 - 124th	Joyce Rowe	Joyce Rowe
4604 124th	Joyce Rowe	Joyce Rowe
4606 - 124th	Keith Hughes	Keith Hughes
4608 - 124th	LaRita Hughes	LaRita Hughes
4601 124th	Cecil Evans	Cecil Evans
4601 124th	Margaret Evans	Margaret Evans
12203 12201 Upton Ave	Lee Frazier	L Frazier
4603 122nd St. #1	Susan D. Bauer	Susan D Bauer
4603 122nd st #1	David Bauer	David Bauer

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PLANNING DEPARTMENT

5

Address	Name	Signature
4404 - 124th	Laurie Meurer Needham	Laurie Meurer Needham
4406 - 124th	Billy Meurer	Billy Meurer
4406 - 124th	Sherry Meurer	Sherry Meurer
4607 124th ST	Kent Garrett	
4609 124th St.	Shawna Garrett	Shawna Garrett
4410 Quilceda		Joe Scott
4401 - 124th St		
4403 - 124th St		

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

(5)

City of Lubbock, Planning and Zoning Commission

Reference: Hugo Reed and Associates Inc. (for Edge Concepts, LLC), request for zoning case number 3206 Location: 122nd - 124th Street and Quaker Avenue

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- Objection to possible relocation of dedicated utility easement.
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- Possible alleyway and dumpsters issues.
- Property elevation compared to Quaker elevation (122 street) makes City of Lubbock ADA public sidewalk difficult.
- Possible water well contamination.
- Environmental Study to protect the endangered horned lizard species.

Address	Name	Signature
4404-124th St.	Larry Dillon	Larry Dillon
4405- 124th	Larry Dillon	Larry Dillon
4409 - 124th	Larry Dillon	Larry Dillon
4408 - 124th	Charlie Lemons	Charlie Lemons
4408 - 124th	Betty Lemons	Betty Lemons

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

4

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.:** ***3206***

In Favor of X

Opposed ____

RECEIVED
APR 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jerry Riggs

Signature: Jerry Lee Riggs

Address: 1002 W. Woodlawn

Address of Property Owned: Blk E2 Sec.23 AB 271 BLk 1L5 Key Sub 1
BLK E2 Sec.23 AB 271 BLK 1L6 Key Sub 1

5 of 10

Zone Case Number: **3206** 85567
RIGGS, JERRY
1002 W WOODLAWN ST

SAN SABA TX 76877-3121

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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - City Councilman Todd Klein: Consider a resolution authorizing that except in emergency circumstances, or where there is an urgent public necessity where a meeting of the Lubbock City Council has been called pursuant to applicable state law, or unless waived by a majority vote of the City Council, City Council shall consider no item unless it shall be presented in completed form, subject to amendment by the City Council consistent with City Council policy and procedure, not later that seventy-two hours prior to the meeting of which the item is posted for consideration.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Todd Klein, Councilman, District 3

Attachments

Resolution - Item Submission

RESOLUTION

WHEREAS, the City of Lubbock affirms a strong commitment to open government and good governance based on the essential tenants of accountability, transparency, accessibility, and responsiveness in government; and

WHEREAS, the City of Lubbock, its residents, and the City Council are served most responsibly and most transparently when the City Council and the public are fully informed as to the content of any and all items under consideration by the City Council, with the City Council and the public having had ample opportunity to review in advance said items, thereby ensuring that the City Council has adequate time to perform its proper due diligence and to maintain its fiduciary responsibility; and

WHEREAS, except in emergency and other extraordinary instances, the City Council of the City of Lubbock deems it in the best interest of open government, and essential to the integrity of the legislative process to require that all items to be considered by the City Council to be presented for inspection in final form for a set minimum period of time not less than seventy-two hours; NOW THEREFORE:

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

THAT except in emergency circumstances, or where there is an urgent public necessity where a meeting of the Lubbock City Council has been called pursuant to applicable state law, or unless waived by a majority vote of the City Council, City Council shall consider no item unless it shall be presented in completed form, subject to amendment by City Council consistent with City Council policy and procedure, not later than seventy-two hours prior to the meeting at which the item is posted for consideration.

Passed by the City Council this _____

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Todd Klein, Councilman District 3

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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - City Councilman Todd Klein: Consider a resolution petitioning the Texas Legislature and the Governor of the State of Texas to refrain from enacting laws that would usurp or interfere with the City of Lubbock's authority to regulate payday lending practices.

Item Summary

As per the resolution.

Fiscal Impact

None.

Staff/Board Recommending

Todd R. Klein, Councilman District 3

Attachments

Resolution - Payday lending

RESOLUTION

WHEREAS, certain lending practices have recently proliferated in the City of Lubbock, Texas, including the offering of certain "payday" loans and other unsecured installment loans whereby exorbitant interest rates are charged and collected from certain consumers, in circumvention of the State of Texas consumer protection laws; and

WHEREAS, the City Council of the City of Lubbock, Texas senses from the citizens of the City a significant concern over what are widely perceived to be patently exploitative, if not predatory, payday lending practices in the City of Lubbock and elsewhere in the State of Texas, including practices which may exploit that segment of our population that is most vulnerable to such practices; and

WHEREAS, the City Council of the City of Lubbock shares these same significant concerns and wishes to express the collective sentiments of the People of the City of Lubbock, Texas, that the Texas State Legislature and the Governor of Texas should not intrude on the City of Lubbock's ability, through local control, to take appropriate action to prevent further exploitative payday lending practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lubbock, Texas:

1. THAT the Texas Legislature and the Governor of the State of Texas are hereby requested to refrain from taking any action in the ongoing Eighty-third regular session of the Texas Legislature to enact laws that would usurp or otherwise interfere with the City of Lubbock's authority to prevent, by way of local ordinance, certain exploitative payday lending practices; and

2. THAT the City Council of the City of Lubbock, Texas authorizes and directs the City Manager to send an official copy of this resolution to the Governor of the State of Texas, Lieutenant Governor of the State of Texas, and legislators in whose districts the City of Lubbock is located.

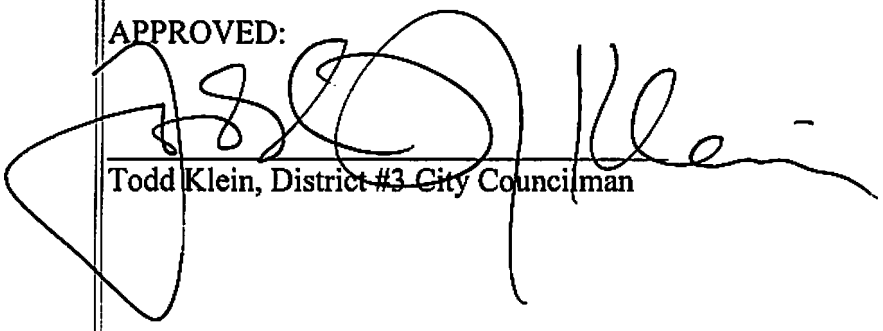
Passed by the City Council this _____ day of May, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED:



Todd Klein, District #3 ~~City~~ Councilman

ms/Payday Lending.Res
04.19.2013

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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure of the Lubbock Economic Development Alliance to be provided to Republic National Distributing Company for economic development purposes.

Item Summary

As stated in Exhibit A.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Republic National Distributing Company

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Republic National Distributing Company is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.LEDA Expenditure-Republic National
April 19, 2013

LEDA and MLI Projects
Presented to City Council

Republic National Distributing Company is a wine and spirits distribution company built on the strong foundations of long-term, well-established, family owned companies. Today, Republic National is the second largest beverage alcohol distributor of premium wine and spirits in the U.S. and employs more than 7,000 individuals nationwide.

Republic National Distributing Company plans to consolidate their Amarillo and Odessa distribution centers into a new, $5.6 million, 125,000 square foot facility at the Lubbock Business Park. Over the next five years they will create 98 jobs with annual salaries of $3,597,380.

The Lubbock Economic Development Alliance Board of Directors has voted to incent Republic National Distributing Company 16.38 acres in the Lubbock Business Park for the creation of 98 new jobs and new capital investment of $5.6 million.

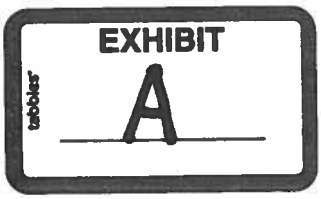
The new distribution center will increase Republic National's efficiencies and will be a great investment to the Lubbock Business Park.

- This employment creates an additional 57 indirect (suppliers/support operations) jobs and induced jobs (retail/entertainment/hospitality) for a total of 155 jobs.
- Annual economic impacts of the operation once fully operational on the Lubbock MSA include a total earnings impact* of $6.3 million.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is $1,440,983.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $3,479,858.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact DataSource. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.



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

Meeting Date: 05/01/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure of the Lubbock Economic Development Alliance to be provided to Custom TeleConnect, LLC for economic development purposes.

Item Summary

As stated in Exhibit A.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Custom TeleConnect, LLC

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Custom TeleConnect, LLC is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.LEDA Expenditure-Custom TeleConnect, LLC
April 19, 2013

LEDA and MLI Projects
Presented to City Council

Custom TeleConnect, LLC, incorporated in 1993, is a full service operator service provider headquartered in Las Vegas. They currently have locations in Lubbock and Las Vegas. Custom TeleConnect specializes in telecommunications as they relate primarily to the hospitality industry. Custom TeleConnect takes pride in hiring sight impaired and many handicapped employees.

Custom TeleConnect currently employs about 40 in the Lubbock office and this expansion project would, over five years, add 163 jobs in order to provide additional operator services for the hospitality industry. The additional employees will add approximately $3.5 million in annual salaries to Lubbock. Custom TeleConnect plans to move into the Sentry III Plaza Office Building at 5214 68th Street and will invest approximately $228,000 in capital investment.

The Lubbock Economic Development Alliance Board of Directors has voted to incent Custom TeleConnect, LLC, $15,000 for 5 management positions, out of the total 163 jobs that will be created, to be paid out over a 5-year period as the jobs are created.

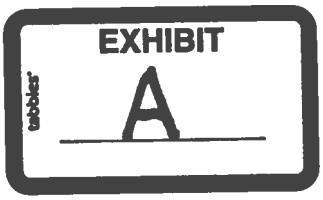
- This employment creates an additional 61 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 224 jobs.
- Annual economic impacts of the business once fully operational on the Lubbock MSA include a total earnings impact* of $5.3 million.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is $286,589.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $364,874.

This project is a great for Lubbock and we are proud they chose Lubbock for their expansion.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact DataSource. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for the Lubbock MSA. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.



Regular City Council Meeting **6. 12.**

Meeting Date: 05/01/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Community Development & Services Board, three appointments to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, two appointments to the Lake Alan Henry Board of Appeals, one appointment to the Museum & Arts Standing Sub-Committee, four appointments to the Park & Recreation Board, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and three appointments to the Water Board of Appeals.

Item Summary

Consider one appointment to the Community Development & Services Board, three appointments to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, two appointments to the Lake Alan Henry Board of Appeals, one appointment to the Museum & Arts Standing Sub-Committee, four appointments to the Park & Recreation Board, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and three appointments to the Water Board of Appeals.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

Regular Session Board Appointments

MAY 1, 2013 REGULAR CITY COUNCIL MEETING - BOARD & COMMISSION APPOINTMENTS

BOARD NAME	AGENDA SESSION	REQUIREMENTS	MEMBER INFO	MEMBER ATTENDANCE	RECOMMENDED ACTION & INFO (AAB ; STAFF)	SCRIPT	APPOINTEE
COMMUNITY DEVELOPMENT & SERVICES BOARD	REGULAR	DISTRICT 6	COLEMAN, KELLEN (M,AA,6)	N/A	KELLEY, DAVID (M,A,6) TEXAS TECH; OLIVAREZ, MARGARITA (F,H,6) AT&T	CONSIDER 1 APPOINTMENT TO THE COMMUNITY DEVELOPMENT & SERVICES BOARD	1
JUNKED VEHICLE COMPLIANCE BOARD	OFFICER		HAGGARD, DAVID (M,A,4)	N/A	LEIST, STEPHEN (M,A,6) PEOPLES BANK	CONSIDER THREE APPOINTMENTS TO THE JUNKED VEHICLE COMPLIANCE BOARD	1
			HOWARD, DAVID (M,A,6)	83%	REAPPOINT		2
			STRAWN, RONALD (M,A,5)	88%	REAPPOINT		3
KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	ADVISORY		CLARK, JOHN (M,A,6)	N/A	BARNES, NITA (F,A,4) CITIBUS	CONSIDER 1 APPOINTMENT TO THE KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	
LAKE ALAN HENRY BOARD OF APPEALS	OFFICER	LAKE ALAN HENRY PROPERTY OWNER	DUNCAN, RAY (M,A,5)	100%	REAPPOINT	CONSIDER 2 APPOINTMENTS TO THE LAKE ALAN HERNY BOARD OF APPEALS	1
		LUBBOCK CITIZEN & LAKE ALAN HENRY PROPERTY OWNER	WHARTON, CONNIE (F,A,6)	100%	REAPPOINT		2

BOARD NAME	AGENDA SESSION	REQUIREMENTS	MEMBER INFO	MEMBER ATTENDANCE	RECOMMENDED ACTION & INFO (AAB ; STAFF)	SCRIPT	APPOINTEE
MUSEUM & ARTS STANDING SUB-COMMITTEE	ADVISORY		BUESSELER, JOHN (M,A,3)	N/A	GERACI, CHRISTINE (F,A,5) PHARR & COMPANY	CONSIDER 1 APPOINTMENT TO THE MUSEUM & ARTS STANDING SUB-COMMITTEE	
PARK & RECREATION BOARD	ADVISORY		BAKER, JEFF (M,A,3)	N/A	BRIDGES, BETH (F,A,5) SOUTH PLAINS MALL	CONSIDER 4 APPOINTMENTS TO THE PARK & RECREATION BOARD	1
			GARCIA, CHRISTY (F,H,3)	N/A	DOUGLASS, JAMES (M,A,3) TEXAS TECH ALUMNI ASSOCIATION		2
			PIERCE, BRIAN (M,A,5)	N/A	LAVERTY, PETER (M,A,1) UNIVERSITY MEDICAL CENTER		3
			SCARBOROUGH, SCOTT (M,A,3)	100%	REAPPOINT		4
URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	OFFICER	RESIDENTIAL CONSTRUCTION	VITALE, JEFFERY (M,A,4)	80%	REAPPOINT	CONSIDER 1 APPOINTMENT TO THE URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	
WATER BOARD OF APPEALS	OFFICER	PUBLIC EDUCATION	ALEXANDER, BEN (M,AA,3)	60%	REAPPOINT	CONSIDER 3 APPOINTMENTS TO THE WATER BOARD OF APPEALS	1

BOARD NAME	AGENDA SESSION	REQUIREMENTS	MEMBER INFO	MEMBER ATTENDANCE	RECOMMENDED ACTION & INFO (AAB ; STAFF)	SCRIPT	APPOINTEE
		CITIZEN	CRAFT, BILL (M,A,4)	60%	REAPPOINT		2
		CITIZEN	SCARBOROUGH, ALEX (M,A,5)	100%	REAPPOINT		3

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, MAY 1, 2013 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	COMMUNITY DEVELOPMENT & SERVICES BOARD	COLEMAN, KELLEN	03.01.16	N/A	DISTRICT 6	DECLINED/REPLACE	N/A
	2	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	CLARK, JOHN	04.01.15	N/A		DECLINED/REPLACE	N/A
	3	MUSEUM & ARTS STANDING SUB-COMMITTEE	BUESSELER, JOHN	11.01.14	N/A		REPLACE	N/A
	4	PARK & RECREATION BOARD	BAKER, JEFF	05.01.13	N/A		REPLACE	N/A
			MARTINEZ-GARCIA, CHRISTY	05.01.13	N/A		REPLACE	N/A
			PIERCE, BRIAN	05.01.13	N/A		REPLACE	N/A
			SCARBOROUGH, SCOTT	05.01.13	100%		REAPPOINT	Y

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/17/2013

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

COMMUNITY DEVELOPMENT & SERVICES BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	52.9% (9)
Hispanic	32.6%	27.6%	8.9%	17.6% (3)
African-American	8.7%	7.4%	9.5%	23.5% (4)
Other	15.6%	4.0%	3.8%	6.0% (1)
GENDER				
Male	48.5%	47.0%	73.2%	71.0% (12)
Female	51.5%	53.0%	26.8%	29.0% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	17.6% (3)
District 2	16.4%	12.7%	3.2%	6.0% (1)
District 3	16.3%	16.1%	14.6%	11.8% (2)
District 4	17.0%	17.0%	21.3%	23.5% (4)
District 5	16.7%	19.4%	28.7%	23.5% (4)
District 6	17.2%	19.9%	16.6%	17.6% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Serves as advisory board to the City Council, with power to hold hearings in the county and to consider and make recommendations to the City Council on any and all matters pertaining to the community development services of the county.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Coleman, Kellen (M,AA,6)	District 6	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Kelley, David (M, A, 6) Texas Tech University
Olivarez, Margarita (F, H, 6) AT&T

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Community Development & Services Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1203		Carpenter	Linda	F	A		60+	Retired	Retired	6
1005		Davidson	Lea	F	A		50-59	Coordinator Special Event	Texas Tech University	3
0502		Downs	Virginia	F	A	C	30-39	Editor	TTU Outreach & Extend	3
1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
0412		Hardman	Brittain	M	A	NW	50-59	Insurance Agent	AFLAC	6
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0609		Mitchell	Kevin	M	A		30-39	Banker	Peoples Bank	4
1301		Olivarez	Margarita	F	H		40-49	WF Manager	AT&T	6
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
1210		Wilson	Scott	M	A		50-59	Retired Teacher/ Coach	LISD	4
Second Preference:										
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
0502		Shapiro	Beth	F	A	C	40-49	Marriage & Family Therapi	Gateways Counseling, P	3
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Direct	The Door	4
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Third Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
Fourth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0609		Hurt	William	M	A		30-39	Police Officer	Lubbock PD	3
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
Fifth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
1002		Walker	William	M	A		18-29	Student		3

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Community Development & Services Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
Sixth Preference:										
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 5			*Retired*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Boatman	N	*5705 76th Street*		*2nd:* -	
Mr. Don		*Lubbock TX 79424*		*1st:* 12/1/2011 - 3/1/2012	
	Y	*don.boatman@att.net*		*Fax:*	
	N	*(806) 764-5843*			
	Y	*(806) 773-0020 CEL*			
E-mail					
DISTRICT 6				*Curr:* 3/1/2012 - 3/1/2015	*Y*
Carpenter	Y	*4802 6th St*		*2nd:* -	
Mrs. Linda		*Lubbock TX 79416*		*1st:* -	
	Y	*tuffyb1@aol.com*		*Fax:*	
	Y	*(806) 799-3514*			
	Y	*CEL*			
E-mail					
DISTRICT 6			*Gospel Praise Radio*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Coleman		*5422 8th Place*		*2nd:* -	
Mr. Kellen		*Lubbock TX 79416*	*Lubbock TX*	*1st:* -	
		kellenkash@yahoo.com		*Fax:*	
		(925) 367-5478			
		CEL			
E-mail		*kellenkash@yahoo.com*			
PUBLIC SECTOR			*Plains Cotton Cooperative Ass*	*Curr:* 3/1/2012 - 3/1/2015	*N*
Curnow	N	*2721 87th Street*	*3301 E. 50th St*	*2nd:* -	
Mr. William		*Lubbock TX 79423*	*Lubbock TX 79404*	*1st:* 3/29/2009 - 3/1/2012	
		bcurnow@kernow.com	*(806) 763-8011*	*Fax:* *(806) 724-3017*	
	Y	*(806) 535-4775 CEL*			
E-mail		*bill.curnow@pcca.com*			
PUBLIC SECTOR				*Curr:* 3/1/2012 - 3/1/2015	*N*
Edwards	Y	*3004 80th Street*		*2nd:* -	
Ms. Nettie		*Lubbock TX 79423*		*1st:* 3/23/2009 - 3/1/2012	
				Fax:	
	Y	*(806) 745-1461*			
		(806) 787-3719 CEL			
E-mail					

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential?	*Home*	*Business*		*Reappt Elig.*
DISTRICT 3			*Southwest Bank*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Foster		*1924 77th Place*	*10115 Quaker Avenue*	*2nd:* -	
Mr. Brice		*Lubbock TX 79423*	*Lubbock TX 79424*	*1st:* -	
	Y	*(806) 745-4970*	*(806) 771-9494*	*Fax:* *(806) 771-7494*	
	N	*(806) 790-0835 CEL*			
E-mail		*brice.foster@southwbank.com*			
DISTRICT 1			*Associated Business Services*	*Curr:* 4/26/2012 - 3/1/2015	*Y*
Garcia		*2815 2nd Place*	*1220 Broadway, Ste 907*	*2nd:* -	
Mr. Jaime		*Lubbock TX 79415*	*Lubbock TX 79401*	*1st:* -	
		(806) 762-2042	*(806) 744-1984*	*Fax:* *(806) 744-8459*	
		(806) 928-8690 CEL			
E-mail		*jaimedgarciaabs@yahoo.com*			
DISTRICT 1				*Curr:* 3/1/2013 - 3/1/2016	*Y*
Gonzales		*104 N. Ave L*		*2nd:* -	
Ms. Raquel		*Lubbock TX 79401*		*1st:* -	
		spongeqrel@aol.com			
		(806) 470-3467	*(806) 470-3467*	*Fax:*	
		CEL			
E-mail		*spongeqrel@aol.com*			
CATEGORY 3			*Retired*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Gutierrez		*2610 Amherst*		*2nd:* -	
Mr. Francisco		*Lubbock TX 79415*		*1st:* -	
		(806) 744-5002		*Fax:*	
		CEL			
E-mail					
PUBLIC SECTOR			*Lubbock MHMR*	*Curr:* 3/1/2012 - 3/1/2015	
Karr		*3421 68th Drive*	*904 Ave O*	*2nd:* -	
Mr. Roger		*Lubbock TX 79413*	*Lubbock TX 79408*	*1st:* -	
		(806) 797-7112	*(806) 766-0330*	*Fax:* *(806) 766-0250*	
		CEL			
E-mail		*rkarr@lubbockmhmr.org*			

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #13 Community Development & Services Board — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 1			*McNamara Law Firm*	*Curr:* 4/26/2012 - 3/1/2015	*Y*
McNamara		*2609 Newcomb*	*1114 Texas Avenue*	*2nd:* -	
Mr. William		*Lubbock TX 79415*	*Lubbock TX 79401*	*1st:* -	
		(806) 441-9988	*(806) 747-8989*	*Fax:* *(806) 763-8898*	
		CEL			
E-mail *mcnamara_lawoffice@yahoo.c*					
DISTRICT 5				*Curr:* 3/1/2013 - 3/1/2016	*N*
Patel		*5115 97th Street*		*2nd:* -	
Ms. Harsha		*Lubbock TX 79424*		*1st:* 3/1/2010 - 3/1/2013	
		harsha_p@yahoo.com		*Fax:*	
		(806) 798-3295			
		(806) 438-1337 *CEL*			
E-mail *harsha_p@yahoo.com*					
DISTRICT 2			*Lubbock Regional MHMR*	*Curr:* 3/1/2012 - 3/1/2015	*N*
Phea	N	*1819 E. 24th St*	*PO Box 2828*	*2nd:* 3/1/2009 - 3/1/2012	
Mr. Joe		*Lubbock TX 79404*	*Lubbock TX 79408*	*1st:* 3/1/2006 - 3/1/2009	
	N	*(806) 747-5104*	*(806) 773-7854*	*Fax:* *(806) 773-7854*	
		CEL			
E-mail *jphea@yahoo.com*					
DISTRICT 4			*TTU*	*Curr:* 3/1/2012 - 3/1/2015	*Y*
Ricks	Y	*4911 60th Street*		*2nd:* -	
Mr. Greg		*Lubbock TX 79414*		*1st:* 10/21/2011 - 3/1/2012	
	Y			*Fax:*	
	Y	*(806) 792-2890*			
	Y	*CEL*			
E-mail *greg_ricks@ttu.edu*					
DISTRICT 2			*Texas Gutters / MCR Custom*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Roberson	Y	*9203 Hyden Avenue*	*P.O. Box 53202*	*2nd:* -	
Mr. Michael "Craig"		*Lubbock TX 79424*	*Lubbock TX 79453*	*1st:* 3/1/2010 - 3/1/2013	
	Y	*(806) 771-5185*	*(806) 781-9188*	*Fax:* *(806) 771-6980*	
		(806) 928-7532 *CEL*			
E-mail *txgutters@gmail.com*					

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #13 Community Development & Services Board

Perm./Temp. Board:

Confidential?	*Home*	*Business*		*Reappt Elig.*
PUBLIC SECTOR		*District Attorney's Office*	*Curr:* 3/1/2013 - 3/1/2016	*Y*
Stanek	*5701 77th Street*	*P.O. Box 10536*	*2nd:* -	
Ms. Sunshine	*Lubbock TX 79424*	*Lubbock TX*	*1st:* -	
	(806) 438-1051	*(806) 775-1144*	*Fax:* *(806) 775-1154*	
	CEL			
E-mail ***sstanek@lubbockcda.com***				
PUBLIC SECTOR		*Jerry's Barber Shop*	*Curr:* 3/1/2013 - 3/1/2016	*N*
Stanley	N *3801 25th Street*	*6520 University Avenue Ste 1*	*2nd:* -	
Mr. Maurice	*Lubbock TX 79410*	*Lubbock TX 79413*	*1st:* 8/26/2010 - 3/1/2013	
	N			
	N *(806) 241-4839*	*(806) 795-7332*	*Fax:*	
	N *(806) 241-4839 CEL*			
E-mail ***mstanley4839@msn.com***				

Chair/Pres:	Joe Phea, Jr.	**Staff Liaison:**	Bill Howerton
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	N/A

Members whose term expire may serve until replaced.

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ******

Last Update: 4/10/2013

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	81.8% (9)
Hispanic	32.6%	27.6%	8.9%	18.2% (2)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.2%	45.5% (5)
Female	51.5%	51.0%	26.8%	54.5% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	27.3% (3)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	27.3% (3)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	9.1% (1)
District 6	17.2%	19.9%	16.6%	36.4% (4)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Clark, John (M,A,6)	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
Barnes, Nirta (F, A, 4) Citibus

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
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PCI - Possible Conflict of Interest
T - Temporary

Keep Lubbock Beautiful Advisory Committee

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
Second Preference:										
1303		Caffey	Ron	M	A		40-49	Comet Cleaners, Owner	Comet Cleaners	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Third Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0809		Edwards	Carries	F	A		18-29	Assistant Professor of Nur	TTUHSC School of Nurs	0
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
Fourth Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0906		Medrano	Johnnie	M	H		18-29	Banker	Plains Capital Bank	4
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3
Fifth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1301		Low	Lisa	F	A		40-49	Director of Communication	Texas Tech Alumni Ass	5
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
Sixth Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4

Committee #50 Keep Lubbock Beautiful Advisory Committee — *Perm./Temp. Board:*

	Confidential?	Home	Business		Reappt Elig.
Abercia Jr. **Mr. David**		*6534 84th St* *Lubbock TX 79424* *david.abercia@gmail.com* *(852) 563-7054* CEL *E-mail david.abercia@ttu.edu*	*Texas Tech University* *Box 42005* *Lubbock TX 79406* *(806) 742-2121*	*Curr:* 2/28/2013 - 4/1/2014 *2nd:* - *1st:* - *Fax:* *(806) 742-2138*	*Y*
Clark **Mr. John**		*6801 W. 19th Street #134* *Lubbock TX 79407* *(806) 786-1508* CEL *E-mail cclark1@txfb-ins.com*	*Lubbock Farm Bureau* *5605 S. Avenue Q* *Lubbock TX 79412* *(806) 747-5271*	*Curr:* 4/1/2013 - 4/1/2015 *2nd:* - *1st:* - *Fax:* *(806) 747-5289*	*Y*
Gatteys **Mr. Jim**	N N N N	*1714 Ave X* *Lubbock TX 79401* *jgatteys@gmail.com* *(806) 765-5195* CEL *E-mail*	*University Massage* *1714 Ave X* *Lubbock TX 79401* *(806) 535-2905*	*Curr:* 4/1/2012 - 4/1/2014 *2nd:* - *1st:* 10/13/2011 - 4/1/2012 *Fax:*	*Y*
Horkey-Wolff **Ms. Kathryn**	Y Y Y Y	*4818 16th Street* *Lubbock TX 79416* *kathyhw@suddenlink.net* *(806) 797-6493* CEL *E-mail earthangel4818@me.com*	*Earth Angel* *4818 16th Street* *Lubbock TX 79416* *(806) 928-4756*	*Curr:* 4/1/2013 - 4/1/2015 *2nd:* - *1st:* 5/10/2011 - 4/1/2013 *Fax:*	*Y*
King **Mrs. Suzanne**		*4519 11th Street* *Lubbock TX 79416* *(806) 799-7980* *(806) 239-6346* CEL *E-mail suziek1@aol.com*		*Curr:* 4/1/2013 - 4/1/2015 *2nd:* - *1st:* - *Fax:*	*Y*

Chair/Pres:	Alfonso Sanchez	**Staff Liaison:**	Raquel Quigley
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Community Development Director

Resolution No. 5694 changes membership qualification to "at large".

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #50 Keep Lubbock Beautiful Advisory Committee

Perm./Temp. Board: **P**

	Confidential?	Home	Business			Reappt Elig.
			Balfour College Division	Curr:	2/28/2013 - 4/1/2014	Y
Langford		6315 Duke	6315 Duke	2nd:	-	
Mr. Curtis		Lubbock TX 79416	Lubbock TX 79416	1st:	-	
			(806) 438-9089	Fax:		
		(806) 793-9131 CEL				
E-mail		curt.langford@balfour.com				
				Curr:	4/1/2012 - 4/1/2014	N
Lozada	Y	122 S. Avenue N		2nd:	-	
Mrs. Alice		Lubbock TX 79401		1st:	4/19/2010 - 4/1/2012	
		ach9256@aol.com		Fax:		
	Y					
	Y	(806) 787-5794 CEL				
E-mail						
				Curr:	4/1/2013 - 4/1/2015	Y
Meyer		5703 Geneva		2nd:	-	
Mrs. Marie		Lubbock TX 79413		1st:	8/23/2012 - 4/1/2013	
				Fax:		
		(806) 797-4190				
		(806) 778-7491 CEL				
E-mail		marie.meyer6@gmail.com				
				Curr:	4/1/2013 - 4/1/2015	Y
Robertson		3007 Mesa Road		2nd:	-	
Ms. Barbara		Lubbock TX 79403		1st:	-	
		bbr1125@msn.com		Fax:		
		(806) 441-1148 CEL				
E-mail						
			TTU	Curr:	4/1/2013 - 4/1/2015	N
Sanchez		2520 44th St	1301 Akron Avenue	2nd:	4/1/2011 - 4/1/2013	
Mr. Alfonso		Lubbock TX 79413	Lubbock TX 79409	1st:	4/19/2010 - 4/1/2011	
		alfonso.sanchez.s@gmail.com	(806) 742-3068	Fax:		
		(806) 789-1377 CEL				
E-mail		alfonso.sanchez@ttu.edu				

Chair/Pres:	Alfonso Sanchez	**Staff Liaison:**	Raquel Quigley
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Community Development Director

Resolution No. 5694 changes membership qualification to "at large".

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #50 Keep Lubbock Beautiful Advisory Committee — *Perm./Temp. Board:* **P**

	Confidential?	***Home***	***Business***		*Reappt Elig.*
			Advantage Benefits Connectio	*Curr:* 4/1/2013 - 4/1/2015	***Y***
Vander-Plas	N	***4004 47th Street***	***4601 50th Street, Suite 105***	*2nd:* -	
Ms. Kristen		***Lubbock TX 79413***	***Lubbock TX 79414***	*1st:* 6/21/2012 - 4/1/2013	
	N	***kristenvanderplas@yahoo.com***		*Fax:* ***(806) 687-7012***	
	Y	***(806) 797-5972***			
	N	***(806) 786-9022 CEL***			

E-mail ***kristen@advantagebenefitscon***

Chair/Pres:	Alfonso Sanchez	**Staff Liaison:**	Raquel Quigley
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Community Development Director

Resolution No. 5694 changes membership qualification to "at large".

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****** ***Last Update:*** 4/10/2013

MUSEUM & ARTS STANDING SUB-COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	64.4%	77.8%	67.0% (2)
Hispanic	32.6%	24.0%	8.9%	0.0% (0)
African-American	8.7%	7.9%	9.5%	0.0% (0)
Other	3.7%	2.7%	3.8%	33.0% (1)
GENDER				
Male	48.5%	47.0%	73.2%	33.0% (1)
Female	51.5%	53.0%	26.8%	67.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	33.3% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	33.3% (1)
District 6	17.2%	19.9%	16.6%	33.3% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Composed of four Civic Lubbock Directors and three representatives of the art community appointed by the City Council. Responsibilities include serving as an advisory board for the Silent Wings Museum and serving as an advisory board for the Buddy Holly Center. The President of Civic Lubbock, Inc. Board of Directors or his designee shall serve as an ex-officio member of this committee.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Buesseler, John (M,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Geraci, Christine (F, A, 5) Pharr & Company
Griswold, Mary (F, A, 4) Redr Frame & Art

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Museum & Art Standing Sub-Committee

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1004		Griswold	Mary	F	A		50-59	Activites/Education Directo	Redr Frame & Art	4
1206		Scott	Gretchen	F	A		60+	Retired		4
Second Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5
1206		Laverty	Peter	M	A		50-59	Department Director - UM	UMC	1
1301		Low	Lisa	F	A		40-49	Director of Communication	Texas Tech Alumni Ass	5
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
Third Preference:										
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
1108		Marshall	Philip	M	A		60+	Professor/Assist. Dean	Texas Tech	6
Fourth Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	0
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Fifth Preference:										
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
Sixth Preference:										
1303		Caffey	Ron	M	A		40-49	Comet Cleaners, Owner	Comet Cleaners	5
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5

Committee #110 Museum & Art Standing Sub-Committee

Perm./Temp. Board:

	Confidential?	*Home*	*Business*		*Reappt Elig.*
			Retired Physician	*Curr:* 11/1/2011 - 11/1/2014	*Y*
Buesseler		*3305 59th St*		*2nd:* 7/1/2010 - 11/1/2011	
Dr. John		*Lubbock TX 79413*		*1st:* 11/1/2008 - 7/1/2010	
				Fax:	
		(806) 792-2974			
		CEL			
E-mail					
				Curr: 11/1/2011 - 11/1/2014	*Y*
Prather	Y	*4611 18th St*		*2nd:* 7/1/2010 - 11/1/2011	
Ms. Sammie		*Lubbock TX 79416*		*1st:* 11/1/2008 - 7/1/2010	
				Fax:	
	Y	*(806) 795-4563*			
		CEL			
E-mail					
			Mad Beagle	*Curr:* 11/1/2011 - 11/1/2014	*Y*
Simmons			*1824 Buddy Holly*	*2nd:* -	
Mr. Larry			*Lubbock TX 79401*	*1st:* -	
				Fax:	
		(806) 441-8564	*CEL*		
E-mail					

Chair/Pres:	Murray Hensley	**Staff Liaison:**	Brooke Witcher
Vice Chair/V.P.:		**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	William Lowell

Dr. Bueseller's 1st term 12/01/05-11/01/08

Ms. Prather's 1st term 11/02/05-11/01/08

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

PARK AND RECREATION BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	64.4%	77.8%	33.3% (3)
Hispanic	32.6%	24.0%	8.9%	44.4% (4)
African-American	8.7%	7.9%	9.5%	11.1% (1)
Other	3.7%	2.7%	3.8%	11.1% (1)
GENDER				
Male	48.5%	47.0%	73.2%	77.8% (7)
Female	51.5%	53.0%	26.8%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	11.1% (1)
District 3	16.3%	16.1%	14.6%	33.3% (3)
District 4	17.0%	17.0%	21.3%	22.2% (2)
District 5	16.7%	19.4%	28.7%	22.2% (2)
District 6	17.3%	19.9%	16.6%	11.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Advisory board responsible for providing a balanced recreation and open-space program for the City of Lubbock. Includes planning, construction and maintenance of all parks, buildings and facilities necessary to provide this program.

QUALIFICATIONS: If possible, five of the nine members of the board shall be appointed from technical fields: civil engineering; design and applied arts; park and recreation management, horticulture, landscape architecture, or a related field; any technical field appropriate to the Canyon Lakes Project or other park operations; and a person who has a knowledge, understanding or interest in the operation of a cemetery.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Baker, Jeff (M,A,3)	N/A	N/A	Replace
Garcia, Christy (F,H,3)	N/A	N/A	Replace
Pierce, Brian (M,A,5)	N/A	N/A	Replace
Scarborough, Scott (M,A,3)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
Bridges, Beth (F, A, 5) South Plains Mall
Douglass, James (M, A, 3) Texas Tech Alumni Association
Laverty, Peter (M, A, 1) University Medical Center

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Park and Recreation Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
1301		Bridges	Beth	F	A		40-49	Property Manager	South Plains Mall	5
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0503		Derr	Richard	M	A	S	40-49	Territory Sales Manager	Redball, L.L.C.	4
1206		Laverty	Peter	M	A		50-59	Department Director - UM	UMC	1
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0510		Palmer	Mike	M	A	S	40-49	Claims Specialist	JML-IRP	5
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
0505		Phelps	Mike	M	A	S	50-59	Commercial Banker	PlainsCapital Bank	5
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
1011		Wiggins	Gary	M	A		60+	Retired		3
Second Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
0908		Franklin	Patricia	F	A		60+	Retired Educator		5
1112		Frye	Kate	F	A		50-59	Retired		5
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
1302		Hill	Stephanie	F	AA		50-59	Office Manager	Lubbock Medical	2
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1208		Lopez	Tammy	F	A		40-49	House Cleaning		3
0906		Medrano	Johnnie	M	H		18-29	Banker	Plains Capital Bank	4
1205		Meredith	Kent	M	O			United Spirit Arena	United Spirit Arena	5
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
0610		Saffell	Ted	M	A		50-59	Sec-Treasurer	Module Truck Systems	6
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
1210		Ward	Jayla	F	A		18-29			3
0809		Warring	Steve	M	A		50-59	Retired		6
1303		Wooley	Marcus	M	A		18-29	Ferguson Enterprises	Ferguson Enterprises	4
Third Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
1211		Douglass	James	M	A			Vice President	Texas Tech Alumni Ass	3
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0504		Lloyd	David	M	A	S	60+	Self-Employed	Software Accounting	5
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
0609		Villalobos	Esteban	M	H			Tile Setter's Apprentise	Custom Tiling	2
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Fourth Preference:										
1303		Caffey	Ron	M	A		40-49	Comet Cleaners, Owner	Comet Cleaners	5
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
0809		Edwards	Carries	F	A		18-29	Assistant Professor of Nur	TTUHSC School of Nurs	0
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4
0412		Hardman	Brittain	M	A	NW	50-59	Insurance Agent	AFLAC	6

City of Lubbock
Board and Commision Recruiting Database
Updated: 4/10/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Park and Recreation Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
1104		Trost	Theresa	F	A		60+	Retired Librarian		3
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
Fifth Preference:										
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3
Sixth Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
1211		Ogutu	Moses	M	AA		50-59	Physical Therapist Assista		5
1301		Olivarez	Margarita	F	H		40-49	WF Manager	AT&T	6
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4

Committee #31 Park and Recreation Board

Perm./Temp. Board: **P**

	Confidential?	Home	Business		Reappt Elig.
Baker	Y	*2115 67th Street*	*Telecom GIS, Inc.*	*Curr:* 5/1/2011 - 5/1/2013	*N*
Mr. Jeff		*Lubbock TX 79412*	*2115 67th St*	*2nd:* -	
			Lubbock TX 79412	*1st:* 5/1/2009 - 5/1/2011	
	Y	*(806) 535-3585*	*(806) 535-3585*	*Fax:* *(806) 745-1203*	
		CEL			
E-mail	*jeff.baker@telecomgis.com*				
Cervantez		*1904 E. Auburn Street*	*John P. Cervantez Photograph*	*Curr:* 5/1/2012 - 5/1/2014	*Y*
Mr. John P.		*Lubbock TX 79403*	*1904 E. Auburn*	*2nd:* -	
			Lubbock TX 79403	*1st:* -	
		(806) 744-1654	*(806) 744-1654*	*Fax:*	
		CEL			
E-mail					
Martinez-Garcia	Y	*3015 36th St*	*Latino Lubbock Magazine*	*Curr:* 5/1/2011 - 5/1/2013	*N*
Ms. Christy		*Lubbock TX 79413*	*PO Box 6473*	*2nd:* 5/1/2009 - 5/1/2011	
			Lubbock TX 79493	*1st:* 5/1/2007 - 5/1/2009	
	N	*(806) 797-7233*	*(806) 544-6526*	*Fax:*	
		(806) 544-6526 CEL			
E-mail	*christymartinez@suddenlink.ne*				
McAdoo	Y	*3001 Aberdeen*	*Communities in Schools on th*	*Curr:* 5/1/2012 - 5/1/2014	*N*
Mr. Alex		*Lubbock TX 79407*	*1655 Main Street*	*2nd:* 5/1/2010 - 5/1/2012	
			Lubbock TX 79401	*1st:* 5/1/2008 - 5/1/2010	
	Y	*(806) 702-4952*	*(806) 885-4910*	*Fax:*	
		CEL			
E-mail	*afmcadoo@gmail.com*				
Pierce	N	*8412 Wayne Ave*	*City Bank*	*Curr:* 5/1/2011 - 5/1/2013	*N*
Mr. Brian		*Lubbock TX 79424*	*PO Box 5060*	*2nd:* -	
	Y		*Lubbock TX 79408*	*1st:* 5/1/2009 - 5/1/2011	
	N	*(806) 798-0745*	*(806) 792-7101*	*Fax:* *(806) 791-5331*	
	Y	*(806) 438-3297 CEL*			
E-mail	*bpierce@citybanktexas.com*				

Chair/Pres:	Alex McAdoo	**Staff Liaison:**	Pam Casarez
Vice Chair/V.P.:	Brian Pierce	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Quincy White (Asst City Mgr)

McAdoo 1st term 11.2007-05.2008

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013

Committee #31 Park and Recreation Board

Perm./Temp. Board: **P**

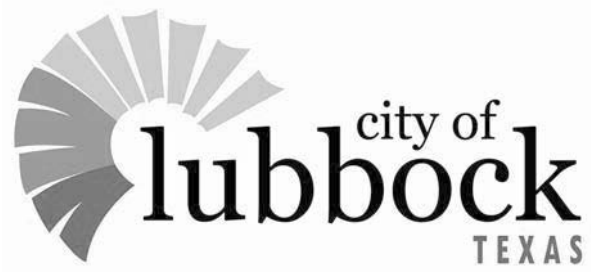
	Confidential?	Home	Business		Reappt Elig.
				Curr: 5/1/2012 - 5/1/2014	*Y*
Pitcock		*10210 Orlando Avenue*		*2nd:* -	
Ms. Karen		*Lubbock TX 79423*		*1st:* -	
				Fax:	
		(806) 795-8874			
		CEL			
E-mail					
			First Baptist Church	*Curr:* 5/1/2012 - 5/1/2014	*N*
Ramirez	Y	*3804 56th Street*	*2201 Broadway*	*2nd:* -	
Mr. Jerry		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* 5/1/2012 - 5/1/2012	
	Y				
	N	*(806) 745-4320*	*(806) 747-0281*	*Fax:* *(806) 740-3707*	
	Y	*(806) 549-0034 CEL*			
E-mail		*jerry@fbclubbock.org*			
			Tom's Tree Place	*Curr:* 5/1/2011 - 5/1/2013	*Y*
Scarborough		*3106 22nd Street*	*5104 34th Street*	*2nd:* -	
Mr. Scott		*Lubbock TX 79410*	*Lubbock TX 79410*	*1st:* -	
			(806) 799-3677	*Fax:* *(806) 799-3680*	
		(806) 799-6694			
		CEL			
E-mail		*scotts@tomstreeplace.com*			
				Curr: 5/1/2012 - 5/1/2014	*Y*
Vasquez		*9207 Garden Avenue*		*2nd:* -	
Mr. David		*Lubbock TX 79424*		*1st:* -	
				Fax:	
		(806) 794-9743			
		CEL			
E-mail		*djv4@hotmail.com*			

Chair/Pres:	Alex McAdoo	**Staff Liaison:**	Pam Casarez
Vice Chair/V.P.:	Brian Pierce	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Quincy White (Asst City Mgr)

McAdoo 1st term 11.2007-05.2008

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****

Last Update: 4/10/2013


city of
lubbock
TEXAS

Regular City Council Meeting **7. 1.**

Meeting Date: 05/01/2013

Information

Agenda Item

Discussion regarding the September 30, 2012, Comprehensive Annual Financial Report and BKD's management letter.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 2.**

Meeting Date: 05/01/2013

Information

Agenda Item

Councilman Victor Hernandez: Discussion concerning the formation of a bond committee with regard to the number of members, timeline for an election, completion of the committees work, and the committees recommendations to City Council. Consider having the proposed date of the election for the bond election to be at the same time as the upcoming May 2014 municipal elections.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Regular City Council Meeting **7. 3.**

Meeting Date: 05/01/2013

Information

Agenda Item

Quarterly presentation and related discussion on financial and other activities of or by the following entities, pursuant to Resolution 2013-R0086.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 3. 1.**

Meeting Date: 05/01/2013

Information

Agenda Item

Lubbock Power & Light.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 3. 2.**

Meeting Date: 05/01/2013

Information

Agenda Item

Market Lubbock, Inc. and Lubbock Economic Development Alliance.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

City Quarterly Report Financials
Quarter 1
Quarter 2

Lubbock Economic Development Alliance, Inc.

Board Report
March 2013

Budget Comparison	Annual Budget	Monthly Actual	Year to Date Actual	Year to Date Budget	YTD Budget Variance
Revenue Budget					
1/8% Local Sales Tax	4,779,816.00	369,786.41	2,576,415.42	2,377,995.57	198,419.85
Grant from Market Lubbock	2,600,000.00	1,600,000.00	1,600,000.00	1,000,000.00	600,000.00
Interest Income	14,750.00	1,493.13	8,648.02	7,374.98	1,273.04
Lease Income	9,920.00	-	1,200.00	4,960.00	(3,760.00) [1]
Other Income	-	-	(3,252.52)	-	(3,252.52) [2]
Utilization of Net Assets	100,007.00	-	100,007.00	100,007.00	-
	7,504,493.00	1,971,279.54	4,283,017.92	3,490,337.55	792,680.37
Expense Budget					
Operating Expenses	5,796,493.00	377,308.05	2,155,167.19	3,328,683.00	1,173,515.81
Incentive Payments	1,600,000.00	49,733.00	250,133.00	810,000.00	559,867.00
Special Projects	108,000.00	12,720.00	35,284.50	73,000.00	37,715.50
	7,504,493.00	439,761.05	2,440,584.69	4,211,683.00	1,771,098.31

Operating Expenses vs. Budget	Budget	Monthly	Year to Date	YTD Budget	YTD Variance
Operating Expenses					
Personnel	1,528,400.00	89,644.46	543,229.00	650,250.00	107,021.00
Administrative & Office	839,336.00	54,418.86	335,481.66	439,912.02	104,430.36
Marketing & Sales	568,675.00	27,334.39	133,758.77	284,500.00	150,741.23
Debt Servicing	1,352,467.00	122,408.86	738,911.45	742,020.98	3,109.53
Capital Outlay - Office	18,000.00	-	3,397.95	12,000.00	8,602.05
Capital Outlay - Business Parks	1,489,615.00	83,501.48	400,388.36	1,200,000.00	799,611.64
Total Operating Expenses	5,796,493.00	377,308.05	2,155,167.19	3,328,683.00	1,173,515.81

Liquidity	Totals	Restricted for Cash Reserve	Unrestricted
Cash - PlainsCapital - Operating	3,269,422.60	2,504,932.92	764,489.68
Certificates of Deposit	1,245,379.08	1,245,379.08	-
Totals	4,514,801.68	3,750,312.00	764,489.68

Explanations for Budget Variances

[1] The final crop lease for the Railport property was due December 31, 2012, but the tenant paid early and the $3,760 was reflected in last year's income. Tenant payment was made after the budget was approved. Timing issue.

[2] Other income reflects a reimbursement to Market Lubbock for the balance of the Community Workforce Partnership funds, which were incorrectly deposited into the LEDA account.

Lubbock Economic Development Alliance, Inc.
Job Creation & Capital Investment Incentive Commitments
March 2013

	Measurement Date	Prior Years' Payments	Prior Years' Commitments	FY13 Commitment	FY14 Commitment	FY15 Commitment	FY16 Commitment	FY17 Commitment	FY18 Commitment	Total Commitment
Molinos Anahuac S.A. de C.V.	03/01/09	421,165.99	478,833.34	14,666.66	1,000.00					494,500.00
Ozark Automotive Distributors	07/31/09	496,300.00	927,899.94	209,299.98	139,533.32	69,766.76				1,346,500.00
Osteogenics Biomedical, Inc.	10/31/08	28,700.00	35,600.00	8,900.00						44,500.00
Flat Wireless dba Cleartalk	11/30/08	101,000.00	121,600.00	30,400.00						152,000.00
Food Concepts	12/31/08	0.00	172,400.00	43,100.00						215,500.00
Café Ventures	12/31/08	25,400.00	34,400.00	8,600.00						43,000.00
McPherson Cellars, Inc.	12/31/08	1,700.00	20,800.00	5,200.00						26,000.00
First Care	01/31/09	9,000.00	88,400.00	22,100.00						110,500.00
VXI Global	04/30/09	126,300.00	449,600.00	112,400.00						562,000.00
United Supermkts	03/31/09	38,000.00	91,200.00	22,800.00						114,000.00
Hub City Convenience Stores	05/31/09	24,100.00	30,000.00	7,500.00						37,500.00
Hurley Packaging	09/30/09	61,700.00	106,400.00	14,100.00						120,500.00
All-State Distributors	02/28/09	26,400.00	32,000.00	8,000.00						40,000.00
Venus Decorative Hardware, Inc.	11/30/09	2,000.00	13,800.00	4,600.00	4,600.00					23,000.00
Sun-Star Electric, L.P.	11/17/09	0.00	33,300.00	11,100.00	11,100.00					55,500.00
Caprock Manufacturing	12/31/09	1,000.00	18,900.00	6,300.00	6,300.00					31,500.00
CEV Multimedia, Ltd.	02/28/10	9,100.00	42,300.00	14,100.00	14,100.00					70,500.00
Wes Tex Documents, Inc.	02/28/10	0.00	21,300.00	7,100.00	7,100.00					35,500.00
Tyler Technologies	12/31/09	60,900.00	195,600.00	97,800.00	97,800.00	65,200.00	32,600.00			489,000.00
Mrs. Baird's Bakery	04/30/10	0.00	32,700.00	10,900.00	10,900.00					54,500.00
Industrial Molding	06/30/10	73,500.00	109,200.00	36,400.00	36,400.00					182,000.00
Smartfield, Inc.	04/30/10	41,100.00	41,100.00	13,700.00	13,700.00					68,500.00
Monsanto	08/02/10	68,400.00	70,500.00	23,500.00	23,500.00					117,500.00
Professional Rebuild	07/31/10	38,400.00	38,400.00	12,800.00	12,800.00					64,000.00
Capital Mortgage Services	07/31/10	13,400.00	69,000.00	23,000.00	23,000.00					115,000.00
Covenant Health System	07/31/11	29,400.00	130,000.00	65,000.00	65,000.00	65,000.00				325,000.00
Cash Register Services	12/31/10	12,400.00	47,000.00	23,500.00	23,500.00	23,500.00				117,500.00
United Supermkts/Praters	12/31/10	30,100.00	42,800.00	21,400.00	21,400.00	21,400.00				107,000.00
Smartfield, Inc. - II	11/14/10	0.00	28,400.00	14,200.00	14,200.00	14,200.00				71,000.00
J&B Industrial Services	03/31/11	29,200.00	31,400.00	15,700.00	15,700.00	15,700.00				78,500.00
The Gibraltar Group	07/31/11	7,700.00	41,400.00	20,700.00	20,700.00	20,700.00				103,500.00
Dynamic Foods	07/31/11	0.00	10,200.00	5,100.00	5,100.00	5,100.00				25,500.00
X-Fab Texas	02/29/12	0.00	121,666.66	121,666.67	121,666.67	67,500.00	67,500.00			500,000.00
Convergys	08/31/11	15,000.00	15,000.00	7,500.00	7,500.00	7,500.00				37,500.00
Cymbet - guarantee only									500,000.00	500,000.00
Verizon	12/01/12	100,000.00	100,000.00	100,000.00	100,000.00					300,000.00
B&J Welding Supply	12/31/11	10,900.00	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00			105,000.00
Mo-Jack, LLC	12/31/11	2,600.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00			50,000.00
Industrial Molding/Christmas Hdwr	02/29/12	600.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00			250,000.00
Osteogenics Biomedical, Inc.	11/30/11	6,100.00	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00			42,000.00
Flat Wireless dba Cleartalk	02/29/12	0.00	9,300.00	9,300.00	9,300.00	9,300.00	9,300.00			46,500.00
Elliott Electric Supply	05/31/12	3,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00			65,000.00
ARMtech Insurance Services	08/13/12	12,500.00	16,800.00	16,800.00	16,800.00	16,800.00	16,800.00			84,000.00
Caprock Health Plans	12/31/11	8,600.00	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00			145,000.00
Infection Controls, Inc.	08/31/12	6,100.00	37,100.00	37,100.00	37,100.00	37,100.00	37,100.00			185,500.00
Electracom Supply, Inc.	08/31/12	600.00	5,400.00	5,400.00	5,400.00	5,400.00	5,400.00			27,000.00
Scott Manufacturing	08/31/12	rescinded								-
Lummus Corporation	04/30/14				10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	50,000.00
Amerigroup	01/31/13			36,200.00	36,200.00	36,200.00	36,200.00	36,200.00		181,000.00
Red River Commodities	01/31/13			125,400.00	63,400.00	63,400.00	63,400.00	63,400.00		379,000.00
Rentzel Pump Manufacturing	04/15/13			9,200.00	9,200.00	9,200.00	9,200.00	9,200.00		46,000.00
Desert Tanks	02/28/13			78,800.00	78,800.00	78,800.00	78,800.00	78,800.00		394,000.00
Copy Craft Printers, Inc.	06/30/13			62,900.00	62,900.00	62,900.00	12,900.00	12,900.00		214,500.00
Covenant Health System II - financi	08/31/13			44,600.00	44,600.00	44,600.00	44,600.00	44,600.00		223,000.00
Research & Testing Labs	02/28/13			17,200.00	17,200.00	17,200.00	17,200.00	17,200.00		86,000.00
Supply Chain Management	08/31/13			4,500.00	4,500.00	4,500.00	4,500.00	4,500.00		22,500.00
RAW Oil & Gas, Inc.	02/28/13			19,900.00	19,900.00	19,900.00	19,900.00	19,900.00		99,500.00
Quality Buildings, Inc.	06/30/13			19,300.00	19,300.00	19,300.00	19,300.00	19,300.00		96,500.00
Totals		1,942,365.99	4,043,099.94	1,781,133.31	1,362,599.99	941,566.76	616,100.00	316,000.00	510,000.00	9,570,500.00

LEDA Land Development

March 2013

Estimated Land Development Costs	Estimated Cost	Amount Paid	Remaining Balance	Current Month Expense
Lubbock Business Park				
Master Plan Update - Amendment 7	30,400.00	30,400.00	-	
Costs for Developing Park				
Phase 1 (approved by Board - 12/18/06)				
PSC Professional Services	1,185,500.00	1,119,854.25	65,645.75	
Construction Phase - Amendment 1	356,400.00	356,400.00	-	
LBP Boulevard - east to MLK - Amend 3	94,400.00	94,400.00	-	
Landscaping/Irrigation - Amendment 5	58,575.00	48,776.85	9,798.15	
Elm/Hunter Extension - Amendment 6	349,200.00	336,189.86	13,010.14	
Master Plan Update - Amendment 7	30,400.00	30,400.00	-	
Nutmeg - Ldscp/Irrig/Streets - Amend 8 & 9	418,150.00	358,192.95	59,957.05	1,342.54
Irrigation Wells - Amendment 11	61,800.00	51,842.60	9,957.40	
Duininck Bros. - (approved 08/02/07)	10,893,154.38	10,521,928.65	371,225.73	
Allen Butler - LBP Blvd east to MLK	812,627.20	816,529.55	(3,902.35)	
Turfmaster - LBP & N.Elm	568,965.20	568,965.20	-	
Allen Butler - N. Elm and E. Hunter	1,766,418.75	1,760,853.19	5,565.56	
Turfmaster - LBP & Nutmeg	667,796.25	667,796.25	-	
AUI Contractors - Nutmeg	1,994,934.80	1,950,410.74	44,524.06	
Deerwood Construction	126,591.43	126,591.43	-	
R & R Ditching - Berm & Drainage Channel	77,488.00	52,718.00	24,770.00	
Miscellaneous - North Bern & E Hunter Trunarour	-	-		1,514.07
Total Phase I	19,462,401.01	18,861,849.52	600,551.49	
Phase II - estimate	20,455,423.00	-	20,455,423.00	
PSC Prof Serv - Design (approved 11/19/07)	176,100.00	173,584.49	2,515.51	
Duininck Bros - supplement - (app 03/17/07)	1,181,349.25	1,142,452.05	38,897.20	
Miscellaneous Exp - studies, Utah to I-27, Standard Sales				
Phase III - estimate	16,642,137.00	-	16,642,137.00	
PSC - Airspace Analysis - Amendment 4	19,700.00	19,700.00	-	
Misc - Earnest Money - Becknell	-	-	-	100.00
Rail Port Park				
Railport Utility Improvements				
PSC Professional Services	233,550.00	240,006.18	(6,456.18)	
EDA Grant/Design - Amendment 10	280,350.00	262,050.66	18,299.34	
EDA Grant/Construction - Amendment 12	261,540.00	203,085.57	58,454.43	15,963.50
Mitchell Ent - EDA Grant/Road & Utilities	1,337,810.47	761,162.86	576,647.61	64,581.37
Trac-Works, Inc. - EDA Grant/Rail & Trac	1,284,405.53	1,301,157.45	(16,751.92)	
Miscellaneous - EDA grant reimbursement	-	-	-	
Total Costs	3,397,656.00	2,767,462.72	630,193.28	
Railport - Project Square Foot, Master Plan	-	-	-	
Total Monthly Expense				**83,501.48**

Market Lubbock, Inc.
Board Report
March 2013

Budget Comparison	Annual Budget	Monthly Actual	Year to Date Actual	Year to Date Budget	YTD Budget Variance	
Revenue Budget						
Property Tax Allocation	3,352,312.00	1,138,397.66	3,200,622.42	3,128,000.00	72,622.42	1
City Contribution - Tyco Incentive	1,000,000.00	-	1,000,000.00	1,000,000.00	-	
Interest Income	2,100.00	232.48	1,579.88	360.00	1,219.88	
Other Income	-				-	
Budget from Fund Balance	19,734.00	-	19,734.00	19,734.00	-	
	4,374,146.00	1,138,630.14	4,221,936.30	4,148,094.00	73,842.30	
Expense Budget						
Operating Expenses	2,891,800.00	1,610,882.26	1,659,012.89	1,152,270.00	(506,742.89)	2
Incentive Payments	1,065,000.00	-	1,009,700.00	1,040,200.00	30,500.00	
Special Projects	417,346.00	25,000.00	25,000.00	206,173.02	181,173.02	
	4,374,146.00	1,635,882.26	2,693,712.89	2,398,643.02	(295,069.87)	

Operating Expenses vs. Budget	Budget	Monthly	Year to Date	YTD Budget	YTD Variance	
Operating Expenses						
Personnel	98,900.00	5,605.15	31,381.18	49,500.00	18,118.82	
Administrative & Office	114,100.00	5,277.11	26,831.71	76,270.00	49,438.29	
Marketing & Promotions	43,800.00	-	800.00	9,000.00	8,200.00	
Capital Outlay	35,000.00	-	-	17,500.00	17,500.00	
Grant to Lubbock EDA	2,600,000.00	1,600,000.00	1,600,000.00	1,000,000.00	(600,000.00)	2
Total Operating Expenses	2,891,800.00	1,610,882.26	1,659,012.89	1,152,270.00	(506,742.89)	

Interfund Transactions	Beginning Balance	New Advances	Paybacks
Due from LEDA	(5,150.70)	14,314.73	(12,990.91)
Due from CVB	(3,667.79)	38,917.22	(20,270.17)
Due from LSA	(1,053.57)	8,141.68	(4,622.27)

Liquidity	Totals	Restricted for Cash Reserve	Funds Earmarked for X-Fab/Cymbet	Unrestricted
Cash - Prosperity Bank	2,269,887.86	173,592.00	500,000.00	1,596,295.86

Explanations for Budget Variances

[1] Current month property tax allocation was reduced by the City before being deposited into the Market Lubbock account by $313,824.00 for budgeted City expenditures for Economic Development.

[2] This is a timing issue regarding the funds being granted from Market Lubbock to LEDA. Please note that the LEDA reports indicate revenue in excess of budget by the same $600,000.

Visit Lubbock
Board Report
March 2013

Budget Comparison	Annual Budget	Monthly Actual	Year to Date Actual	Year to Date Budget	YTD Budget Variance	
Revenue Budget						
Hotel/Motel Tax Revenues						
CVB Annual Allocation	1,963,856.00	-	981,928.00	981,928.00	-	
CVB True-Up - FY12	-	-	308,435.55	-	308,435.55	
LSA Annual Allocation	622,761.00	-	311,380.50	311,380.50	-	
LSA True-Up - FY12	-	-	97,808.19	-	97,808.19	
Investment Income	5,380.00	478.97	2,812.44	2,689.98	122.46	
Sale of Promotional Items	4,500.00	268.65	1,124.66	2,250.00	(1,125.34)	
Advertising Income	38,000.00	160.00	35,870.00	38,000.00	(2,130.00)	1
Event Revenue	32,500.00	12,583.00	13,776.00	8,200.00	5,576.00	
Other Income		-	-	-	-	
Utilization of Net Assets	259,453.00	-	259,453.00	259,453.00	-	
	2,926,450.00	13,490.62	2,012,588.34	1,603,901.48	408,686.86	
Expense Budget						
Personnel	1,096,900.00	60,818.75	381,941.22	476,042.22	94,101.00	
Administrative and Office	369,650.00	29,388.41	163,495.41	195,950.22	32,454.81	
Marketing and Sales						
Industry Conventions	75,800.00	2,705.11	24,110.77	37,900.02	13,789.25	
Incentives	131,000.00	505.00	27,972.80	39,000.00	11,027.20	
Convention and Sports Sales	202,600.00	8,348.82	53,728.23	102,572.71	48,844.48	
Servicing Items	100,000.00	10,780.50	21,572.84	49,999.98	28,427.14	
Print Materials - Advertising	323,000.00	26,471.15	188,747.38	194,272.75	5,525.37	
Print Materials - Other	147,000.00	31,026.61	100,098.21	73,500.00	(26,598.21)	2
Public Relations	45,000.00	4,450.87	11,875.97	22,500.00	10,624.03	
Sports Servicing	425,000.00	35,898.24	213,604.93	217,727.25	4,122.32	
Capital Asset Purchases	10,500.00	-	2,314.38	5,250.00	2,935.62	
	2,926,450.00	210,393.46	1,189,462.14	1,414,715.15	225,253.01	
	-					

Liquidity	Totals	Restricted for Cash Reserve	Unrestricted
Cash - Prosperity Bank - VL	998,189.96	381,435.55	616,754.41
CDs - Prosperity Bank	736,581.45	736,581.45	-
	1,734,771.41	1,118,017.00	616,754.41

Explanations for Budget Variances

1 All payments for the Visitor Guide Ad Sales have been received.

2 Second printing of Visitor Guides occurred earlier than budgeted and unbudgeted design services contracted during transition of Marketing staff have increased this category. This will be addressed through a budget amendment at the April 2013 Board Meeting using true-up funds.

THE LUBBOCK REPORT

QUARTERLY RESULTS & TRENDS FOR MANAGEMENT DECISION MAKING

QUARTER 1

September - November 2012

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

VISIT LUBBOCK

Dear Valued Partner,

The first quarter of our fiscal year for LEDA and Visit Lubbock kicked off with exciting opportunities as well as predicted challenges. As anticipated, the number of new prospects for LEDA dropped off primarily as a result of the national election. This is very typical, no matter who is in office at the time. The prospects we are seeing include more distribution-related companies and about 10 percent of our prospects are interested in rail-served facilities. Currently, one of the biggest things holding us back when it comes to landing deals is the availability of buildings that adequately meet interested companies' needs. As far as employment trends go, private business continued to hire in the first quarter, while the state laid off some local employees according to recent reports.

Visit Lubbock continues to see strong growth in the tourism industry. Occupancy is up 7 percent over the last year, and up 14 percent over the last 22 months. Lodging revenue has increased 9.5 percent from October 2011, and is up 5.1 percent for the year. Several new hotels are in the initial building phase across the "Hub City." These include a new Courtyard Marriott and Holiday Inn Express, which should be completed by the spring of 2013. Along with the positive travel and tourism trends, our sporting events have brought many more room nights than expected, which is a great boost for our fall numbers.

Throughout this report, you'll find more detailed information regarding prospects and where we stand on reaching our fiscal year goals. As always, please feel free to forward the Lubbock Report to any interested friends and colleagues. Thank you for your continued support of LEDA and Visit Lubbock.

Sincerely,

John Osborne

ECONOMIC FORECASTS

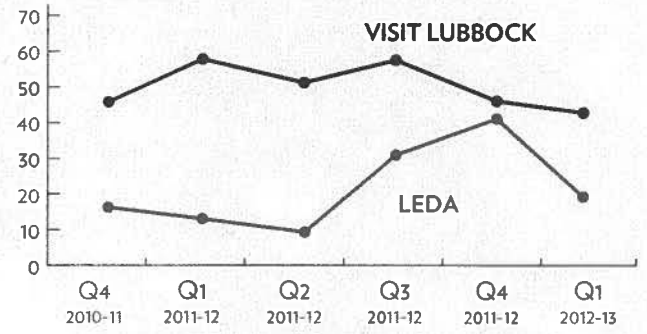
COMPARING TO PREVIOUS QTR

- **Total Employment** — State gov't losses > Private sector growth
- **Total Prospects** — Up 43% in past year
- **Distribution Prospects** — Up 75%; Office down slightly

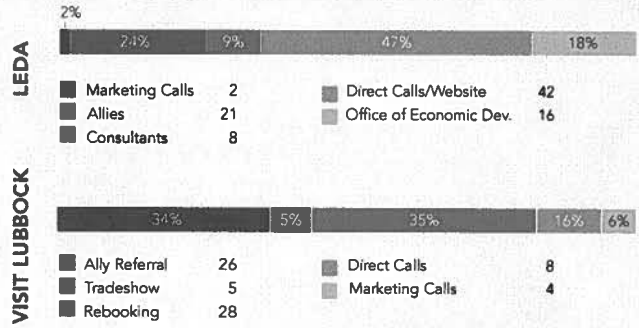
COMPARING TO SAME QTR OF LAST YEAR

- **Room Nights Contracted Up 44%** — Yet slightly less prospects
- **VL Group Sales Pending** — 36% more room nights
- **VL Groups Serviced** — 15% fewer events; 48% more room nights
- **Total Lodging Revenue** — Increased 19 of last 22 months

NEW PROSPECTS IDENTIFIED



PROSPECTS BY REFERRAL



LEDA WORKFORCE PARTNERSHIP

LEDA, in partnership with Workforce Solutions South Plains and various other organizations, hosted three different job fairs in the first quarter of the fiscal year. The biannual South Plains Job Fair, held in October, featured 74 employers and was attended by 2,500 job seekers. The South Plains Career Expo, also held in October, showcased 124 exhibitors and was attended by 3,924 students from 58 school districts. In November, LEDA helped host the Red, White and You Veteran Job Fair, which showcased 56 area employers. During October and November, LEDA reached out to local employers and human resource professionals to participate in the Wage and Benefit Survey for a second year. In total, 80 local businesses across all industries completed the survey. The results of the Wage and Benefit Survey will be presented at a luncheon in January 2013.

LEDA — PROSPECTS BY NAICS CODE

Code	Description	Number	Percent
311	Food Products	5	6%
323	Commercial Digital Printing	2	2%
324	Petroleum and Coal Products Manufacturing	3	3%
325	Chemical and Pharmaceutical Manufacturing	5	6%
326	Rubber & Misc. Plastics	4	4%
332	Fabricated Metal Product Manufacturing	8	9%
333	Industrial Machinery	10	11%
334	Electrical and Measuring Equipment	2	2%
336	Transportation Equipment	2	2%
339	Misc. Manufacturing	11	12%
423	Merchant Wholesalers, Durable Goods	6	7%
484	Merchant Wholesalers, Non-Durable Goods	12	13%
524	Insurance Carriers	5	6%
551	Management of Companies	2	2%
561	Business Services	12	13%

VISIT LUBBOCK — PROSPECTS BY MARKET

Market	Number	Percent
Association	28	37%
Corporate	0	0%
Education	7	9%
Government	2	3%
Group Travel	1	1%
Military	3	4%
Other	6	8%
Religious	20	26%
Reunion	3	4%
Social or Fraternal	6	8%
Wedding	0	0%

VISIT LUBBOCK — PROSPECTS BY SPORT

Market	Number	Percent
Basketball	0	0%
Baseball	1	20%
Combat	0	0%
Volleyball	0	0%
Swim/Dive	0	0%
Football	0	0%
Running	1	20%
Soccer	1	20%
Softball	1	20%
Other	1	20%

LOCATIONS ANNOUNCED BY LEDA IN LAST 15 MONTHS

Company	Approval Date	Total Jobs	Capital Investment	Incented Annual Wages	Annual Economic Impact*
Research & Testing Laboratory	Q4, FY 11/12	19	$ 800,000	$ 951,000	$ 4,214,678
PathoGenius Laboratories	Q4, FY 11/12	12	undisclosed	678,000	3,000,130
Covenant Health	Q4, FY 11/12	84	undisclosed	2,780,000	14,040,290
Supply Chain Management, Inc.	Q4, FY 11/12	14	undisclosed	185,000	2,328,843
Quality Buildings, Inc.	Q4, FY 11/12	33	450,000	1,043,000	8,158,343
Tire Centers, LLC	Q4, FY 11/12	8	undisclosed	-	1,609,394
Raw Oil and Gas, Inc.	Q4, FY 11/12	17	undisclosed	1,013,000	6,674,690
Sprint/CSD CapTel	Q3, FY 11/12	70	undisclosed	-	2,042,637
Copy Craft Printers, Inc.	Q3, FY 11/12	20	5,000,000	615,000	3,471,256
Desert Tanks, LLC	Q3, FY 11/12	92	1,300,000	4,063,000	25,717,823
Rentzel Pump Manufacturing	Q3, FY 11/12	10	undisclosed	420,000	3,202,070
Amerigroup RealSolutions	Q2, FY 11/12	41	500,000	2,600,000	18,442,302
SunGold Foods, Inc./ Red River Commodities	Q2, FY 11/12	105	11,500,000	3,300,000	17,565,971
Lummus Corporation	Q1, FY 11/12	20	6,000,000	540,000	5,192,964
Asher Logistics	Q1, FY 11/12	14	2,870,000	-	2,487,526
T&B Limited	Q1, FY 11/12	5	350,000	-	2,235,669

* Annually, once fully operational. Represents total economic output created by project

COMPILED NUMBERS

Total Locations	16
Total Jobs	564
Avg. # Jobs/Location	35.3
Total Capital Investment	$28,770,000
Total Incented Annual Wages	$18,188,500
Avg. Annual Wage of Incented Jobs	$42,103
Avg. Annual Wage for Lubbock County	$36,530
Percent Difference	15.3%
Total Annual Economic Impact	$120,384,587
Avg. Economic Impact/Job Created	$213,448
Avg. Economic Impact/Location	$7,524,037

TOP GROUPS SERVICED BY VISIT LUBBOCK DURING QTR.

Group	Event Date	Room Nights	Economic Impact
Southwest Economic Site Selectors Forum	9/12	113	$ 34,774
Texas Association of WIC Directors Development Conference	9/12	146	44,930
Law Enforcement Management Institute of TX Police Chiefs	9/12	305	93,860
Texas Payroll Conference	9/12	970	298,507
Lone Star Golf Course Superintendents Association	9/12	93	28,619
MH5 & LHS Class of 1962 50th Reunion	9/12	120	36,928
National Cowboy Symposium & Celebration	9/12	1,291	397,292
Heart of the Plains Dog Show	9/12	552	169,872
Lubbock Music Fest	9/12	1,531	471,149
Frenship Volleyball Tournament	9/12	416	128,019
Texas Tech Volleyball Tournament	9/12	350	107,709
ScogginDickey Golf Classic	9/12	350	107,709
Fall for Fastpitch	10/12	375	115,402
Medical Library Association South Central Chapter Annual Meeting	10/12	440	135,405
Society of Environmental Journalists Annual Conference	10/12	825	$ 253,885
Texas Elks State Association Annual Fall Conference	10/12	323	99,400
Missionary Baptist General Convention of TX Annual Session	10/12	700	215,418
LCU Men's Fall Golf Tournament	10/12	280	86,167
NJCAA Fall Golf Tournament	10/12	310	95,399
NJCAA Region V West Volleyball Tournament	11/12	250	76,935
Western Literature Association Annual Conference	11/12	545	167,718
UIL Regional Cross Country Meet	11/12	1,990	612,402
Texas Tech Softball Fall Elite 14's Camp	11/12	400	123,096
NIRSA NCCS Regional Flag Football Championships	11/12	780	240,037
NJCAA Half Marathon	11/12	600	184,644
Panhandle National Wrestling Tournament	11/12	2,500	769,350
2012 Carpet Tech Tip Off Basketball Classic	11/12	320	98,476
The World vs Lubbock Hardwood Showdown	11/12	300	92,322

GOALS VERSUS PERFORMANCE

Goals	Quarterly Results	YTD	Goal
Job Creation and Companies Announced			
Companies Announced	0	0	16
Jobs	0	0	600
Prospect Development Meetings			
Type I Prospect Development Meetings	2	2	16
Type II Prospect Development Meetings	7	7	16
Type III Prospect Development Meetings	2	2	11
New Prospects/Leads	19	19	95

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

GOALS VERSUS PERFORMANCE

Goals	Quarterly Results	YTD	Goal
CVB Rooms Contracted	5,448	5,448	38,000
CVB Rooms Serviced	14,228	14,228	36,000
Sports Rooms Contracted	29,984	29,984	89,000
Sports Rooms Serviced	11,638	11,638	91,000

VISIT LUBBOCK

The Lubbock Economic Development Alliance is a not-for-profit company that promotes economic progress through the development or expansion of commercial activity in the area. Since its inception in 2004, the organization has assisted 113 companies, directly resulting in 4,697 jobs and more than $4.5 billion in cumulative economic impact to the Lubbock area.

Visit Lubbock is Lubbock's official Convention & Visitors Bureau, charged with increasing the activity of leisure, sports, meeting and convention travel to Lubbock. Since 2004, Visit Lubbock has booked more than 3,194 events or conventions, resulting in 2.53 million visitors, 802,929 room nights, and $254 million in direct economic impact to the Lubbock area. For more information on the "Texas You've Always Dreamed Of" or to receive a free Visitor or Sports Facility Guide, please call 800.692.4035 or log on to VisitLubbock.org. For our latest events, check out our Facebook page at Facebook.com and search for Visit Lubbock and/or Lubbock Sports.

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THE LUBBOCK REPORT

QUARTERLY RESULTS & TRENDS FOR MANAGEMENT DECISION MAKING

QUARTER 2
December 2012 - February 2013

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

VISIT LUBBOCK

Dear Valued Partner,

LEDA and Visit Lubbock's second quarter rebounded significantly. To kick things off, LEDA won a national award, the W.O. Lawton Business Leadership Award presented by the National Association of Workforce Boards. The coveted award honors one outstanding business in the nation each year for their contribution to developing the skilled workers required by employers, as well as providing programs that offer citizens the opportunity for self-sufficiency and career growth. Workforce Solutions South Plains nominated LEDA for this prestigious award, and we couldn't be more proud of our partnership with this organization, who is such a great asset to our community. In March, representatives from both LEDA and Workforce Solutions South Plains traveled to Washington D.C. to receive the award and present our best practices and programs to other workforce agencies from across the nation. It was an honor to accept this award on behalf of all of our partners who make us successful. We couldn't have won it without them! To watch the video from our time in Washington D.C., please **click here**.

During the second quarter, the LEDA team began visiting with companies that needed to move quickly through the expansion process. Because of how quickly these projects are moving, these companies are not putting as much of an emphasis on incentives as they used to, although labor force and available buildings continues to remain a key factor in their decision-making process. We anticipate some significant announcements in the next quarter.

The Visit Lubbock staff has seen a continuous, upward trend when it comes to visitors and tourists. Lubbock's lodging revenue continues to increase, and the average daily rate is up as well. Our sporting events have been picking up more room nights than anticipated. If the types of prospects we see are any indication of what's to come, the next 12 months should be a very exciting time for both Visit Lubbock and Lubbock Sports.

Throughout the report, you will find more detailed information regarding prospects and where we stand on reaching our fiscal goals. As always, please feel free to forward the Lubbock Report to any interested colleagues and friends. To add your name to the distribution list, please email alyssa@visitlubbock.org. Thank you for your continued support of LEDA and Visit Lubbock.

Sincerely,

ECONOMIC FORECASTS

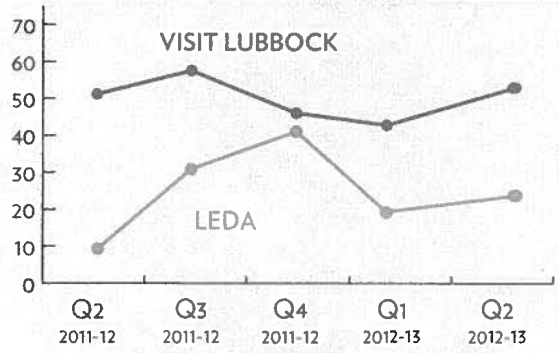
COMPARING TO PREVIOUS QTR

- ↑ **Total Employment** — Nearly all industries hiring
- ↔ **Home Market** — Sales up 46%; Listings down 26%
- ↑ **Total Prospects** — Up 39% over last year

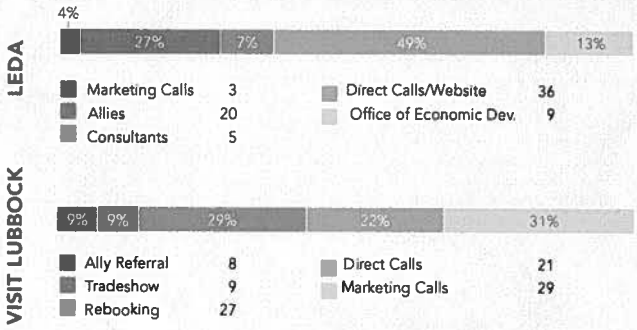
COMPARING TO SAME QTR OF LAST YEAR

- ↑ **Room Nights Contracted Up 36.5%** — Sports room nights up 90%
- ↑ **Group Sales Pending** — 52% more room nights
- ↓ **VL Groups Serviced** — 9% fewer room nights
- ↑ **January Total Lodging Revenue Up 7.9%** — Increased 22 of last 25 months

NEW PROSPECTS IDENTIFIED



PROSPECTS BY REFERRAL



LEDA

WORKFORCE PARTNERSHIP

Aside from the excitement of the W.O. Lawton Business Leadership Award, LEDA, in partnership with Workforce Solutions South Plains, Texas Tech University Career Services, South Plains College, Walmart, Convergys and the Lubbock Avalanche Journal, is preparing to host the South Plains Job Fair on Tuesday, April 23 at the Lubbock Memorial Civic Center from 10 a.m. to 3 p.m. Industries from all sectors will be present as well as large and small employers. In other workforce news, LEDA and Workforce Solutions had questions about the decrease in Lubbock's job growth numbers, over the past six months, which are tracked by the Texas Workforce Commission (TWC). The TWC worked closely with the Bureau of Labor Statistics to research and review the data again. The two agencies discovered that in the original report there was a misrepresentation of the number of government jobs totaling approximately 1,800. This has now been corrected for the next report.

LEDA

PROSPECTS BY NAICS CODE

Code	Description	Number	Percent
211	Oil & Gas Extraction	1	1%
311	Food Products Mfg.	6	8%
323	Printing & Related Support Activities	2	3%
325	Chemical & Pharmaceutical Mfg.	4	5%
326	Rubber & Misc. Plastics Mfg.	3	4%
332	Fabricated Metal Product Mfg.	3	4%
333	Industrial Machinery Mfg.	7	10%
334	Electrical and Measuring Equipment Mfg.	2	3%
336	Transportation Equipment Mfg.	1	1%
339	Misc. Mfg.	12	16%
423	Merchant Wholesalers, Durable Goods	4	5%
424	Merchant Wholesalers, Non-Durable Goods	6	8%
484	Truck Transportation	3	4%
518	Data Processing, Hosting & Related Services	2	3%
524	Insurance Carriers	4	5%
541	Professional, Scientific & Technical Services	4	5%
551	Management of Companies	3	4%
561	Administrative & Support Services	6	8%

VISIT LUBBOCK

PROSPECTS BY MARKET

Market	Number	Percent
Association	30	35%
Corporate	0	0%
Education	7	8%
Government	3	4%
Group Travel	3	4%
Military	2	2%
Other	6	7%
Religious	21	25%
Reunion	5	6%
Social or Fraternal	8	9%
Wedding	0	0%

PROSPECTS BY SPORT

Market	Number	Percent
Basketball	0	0%
Baseball	1	11%
Combat	1	11%
Volleyball	0	0%
Swim/Dive	0	0%
Football	1	11%
Running	1	11%
Soccer	0	0%
Softball	1	11%
Other	4	44%

LOCATIONS ANNOUNCED BY LEDA IN LAST 15 MONTHS

Company	Approval Date	Total Jobs	Capital Investment	Incented Annual Wages	Annual Economic Impact*
Research & Testing Laboratory	Q4, FY 11/12	19	$ 800,000	$ 951,000	$ 4,214,678
PathoGenius Laboratories	Q4, FY 11/12	12	undisclosed	678,000	3,000,130
Covenant Health	Q4, FY 11/12	84	undisclosed	2,780,000	14,040,290
Supply Chain Management, Inc.	Q4, FY 11/12	14	undisclosed	185,000	2,328,843
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Tire Centers, LLC	Q4, FY 11/12	8	undisclosed	-	1,609,394
Raw Oil and Gas, Inc.	Q4, FY 11/12	17	undisclosed	1,013,000	6,674,690
Sprint/CSD CapTel	Q4, FY 11/12	70	undisclosed	-	2,042,637
Copy Craft Printers, Inc.	Q4, FY 11/12	20	5,000,000	615,000	3,471,256
Desert Tanks, LLC	Q3, FY 11/12	92	1,300,000	4,063,000	25,717,823
Rentzel Pump Manufacturing	Q3, FY 11/12	10	undisclosed	420,000	3,202,070
Amerigroup RealSolutions	Q2, FY 11/12	41	500,000	2,600,000	18,442,302
SunGold Foods, Inc./ Red River Commodities	Q2, FY 11/12	105	11,500,000	3,300,000	17,565,971

* Annually, once fully operational. Represents total economic output created by project.

COMPILED NUMBERS

Total Locations	13
Total Jobs	525
Avg. # Jobs/Location	40.4
Total Capital Investment	$19,550,000
Total Incented Annual Wages	$17,648,500
Avg. Annual Wage of Incented Jobs	$42,836
Avg. Annual Wage for Lubbock County	$36,686
Percent Difference	16.8%
Total Annual Economic Impact	$110,468,428
Avg. Economic Impact/Job Created	$210,416
Avg. Economic Impact/Location	$8,497,571

TOP GROUPS SERVICED BY VISIT LUBBOCK DURING QTR.

Group	Event Date	Room Nights	Economic Impact
Gene Messer Shootout	12/12	480	$ 147,715
Upper Ground Entertainment Film Crew	12/12	437	134,482
Jehovah's Witnesses New Mexico 6A Circuit Assembly	12/12	265	81,551
Jehovah's Witnesses Texas 27 A&B Circuit Assembly	12/12	420	129,250
Jehovah's Witnesses New Mexico 6B Circuit Assembly	12/12	240	73,857
Dallas vs Lubbock Basketball Games	12/12	250	76,935
FiberMax Caprock Classic Basketball Tournament	12/12	3,400	1,046,316
Jehovah's Witnesses Texas 9B Circuit Assembly	12/12	310	95,399
American Cancer Society Region Summit	12/12	219	67,395
Lubbock Swimming & Diving Invitational	1/13	350	107,709
FISD Soccer Tournament	1/13	464	142,791
LISD Boys & Girls Soccer Tournament	1/13	480	147,715
Texas Tech Winter Baseball Camp	1/13	200	61,548
Family, Career & Community Leaders of America Region 1 Meeting	2/13	236	72,626

Group	Event Date	Room Nights	Economic Impact
2013 Regional Wrestling Tournament	2/13	634	$ 195,107
Texas Health Occupation Students of America Area 4 Spring Conference	2/13	261	80,320
UIL Regional Swim Meet	2/13	750	230,805
Kappa Alpha Theta Gamma Phi 60th Reunion	2/13	212	65,240
Ambucs Prairie Dog Softball Tournament	2/13	500	153,870
TTU Department of Engineering Spring Job Fair	2/13	436	134,174
TTU Baseball-Brooks Wallace Memorial Classic	2/13	380	116,941
City Bank Tiger Relays	2/13	500	153,870
LISD Spring Preview Golf Toumament 3A Boys	2/13	200	61,548
UIL Regional Girls 3A Basketball Tournament	2/13	408	125,557
UIL Regional Girls 1A Basketball Tournament	2/13	250	76,935

GOALS VERSUS PERFORMANCE

Goals	Quarterly Results	YTD	Goal
Job Creation and Companies Announced			
Companies Announced	0	0	16
Jobs	0	0	600
Prospect Development Meetings			
Type I Prospect Development Meetings	2	4	16
Type II Prospect Development Meetings	2	9	16
Type III Prospect Development Meetings	2	4	11
New Prospects/Leads	23	42	95

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

GOALS VERSUS PERFORMANCE

Goals	Quarterly Results	YTD	Goal
CVB Rooms Contracted	6,286	11,734	38,000
CVB Rooms Serviced	3,892	18,120	36,000
Sports Rooms Contracted	15,570	45,554	89,000
Sports Rooms Serviced	10,605	22,243	91,000

VISIT LUBBOCK

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Regular City Council Meeting **7. 3. 3.**

Meeting Date: 05/01/2013

Information

Agenda Item

Civic Lubbock, Inc.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

Civic Lubbock

CIVIC LUBBOCK, INC.
Balance Sheet
March 31, 2012 and March 31, 2013

ASSETS

	2013		2012	
Current Assets				
Cash and Cash Equivalents	$ 1,554,211		$ 703,215	
Accounts Receivable	145,945		144,410	
Inventories	93,540		75,143	
Prepaid Expenses	8,776		8,346	
Total Current Assets		**1,802,472**		**931,114**
Other Assets				
Restricted Cash and Cash Equivalents	492,683		587,782	
Total Other Assets		**492,683**		**587,782**
Capital Assets				
Equipment	23,542		28,491	
Fine Art	439,636		439,636	
Total Capital Assets		**463,178**		**468,127**
TOTAL ASSETS		**$ 2,758,333**		**$ 1,987,023**

LIABILITIES AND EQUITY

Current Liabilities				
Accounts Payable	$ 243,573		$ 75,307	
Due to City	92,939		83,561	
Due to Promoter	828,378		193,471	
Total Current Liabilities		**1,164,890**		**352,339**
Non-Current Liabilities				
Deposits Held for Others	9,024		9,819	
Deferred Revenue	447,679		454,583	
Total Non-Current Liabilities		**456,703**		**464,402**
Total Liabilities		**1,621,593**		**816,741**
Equity				
Net Assets Invested in Capital, Net of Debt	463,178		468,127	
Unrestricted Net Assets	448,090		474,683	
City Restricted Net Assets	100,000		100,000	
Board Designated Net Assets	125,472		127,472	
Total Equity		**1,136,740**		**1,170,282**
TOTAL LIABILITIES AND EQUITY		**$ 2,758,333**		**$ 1,987,023**

City of Lubbock, TX
Finance Department
Civic Lubbock Inc. - Statement of Revenues, Expenses and Changes in Fund Net Assets
As of March 31, 2013
(Unaudited)

	Current Month	Actual Year to Date	Budget	Percentage of Budget Realized
Revenues				
Civic Center Concessions $	60,907	195,452	387,925	50.38
Auditorium/Coliseum Concessions	70,333	184,904	300,460	61.54
Select-A-Seat	97,302	571,552	445,423	128.32
Administration	121,489	350,692	831,250	42.19
Cultural Arts Grants	13,400	125,415	212,235	59.09
Local Grants/Special Events	(1,118)	26,230	84,461	31.06
Texas Commission on Arts Grants	-	4,463	4,463	100.00
Festival,Arts Entertainment Grants	-	-	607	-
Total Revenues	362,313	1,458,708	2,266,824	64.35
Expense Category				
Operating				
Civic Center Concessions	43,572	172,055	350,069	49.15
Auditorium/Coliseum Concessions	39,085	135,222	259,243	52.16
Select-A-Seat	57,753	433,222	439,923	98.48
Administration	121,566	372,658	878,342	42.43
Cultural Arts Grants	13,400	125,415	212,235	59.09
Local Grants/Special Events	13,199	49,989	174,942	28.57
Texas Commission on Arts Grants	-	4,463	4,463	100.00
Festival,Arts Entertainment Grants	-	-	607	-
Total Operating	288,575	1,293,024	2,319,824	55.74
Non-Operating				
Depreciation	412	2,475	-	
Total Non-Operating	412	2,475	-	
Total Expenses	288,987	1,295,499	2,319,824	
Change in Net Assets $	73,326	163,209	(53,000)	
Total Net Assets - Beginning		973,531	973,531	
Total Net Assets - Ending		$ 1,136,740	920,531	

* Budget is on cash basis. Statement is on modified accrual basis.

G:\CLI March 2013\CLI FS March 2013 City Council

Regular City Council Meeting **7. 3. 4.**

Meeting Date: 05/01/2013

Information

Agenda Item

North Overton Tax Increment Financing (TIF) Reinvestment Zone.

Item Summary

Fiscal Impact

Staff/Board Recommending

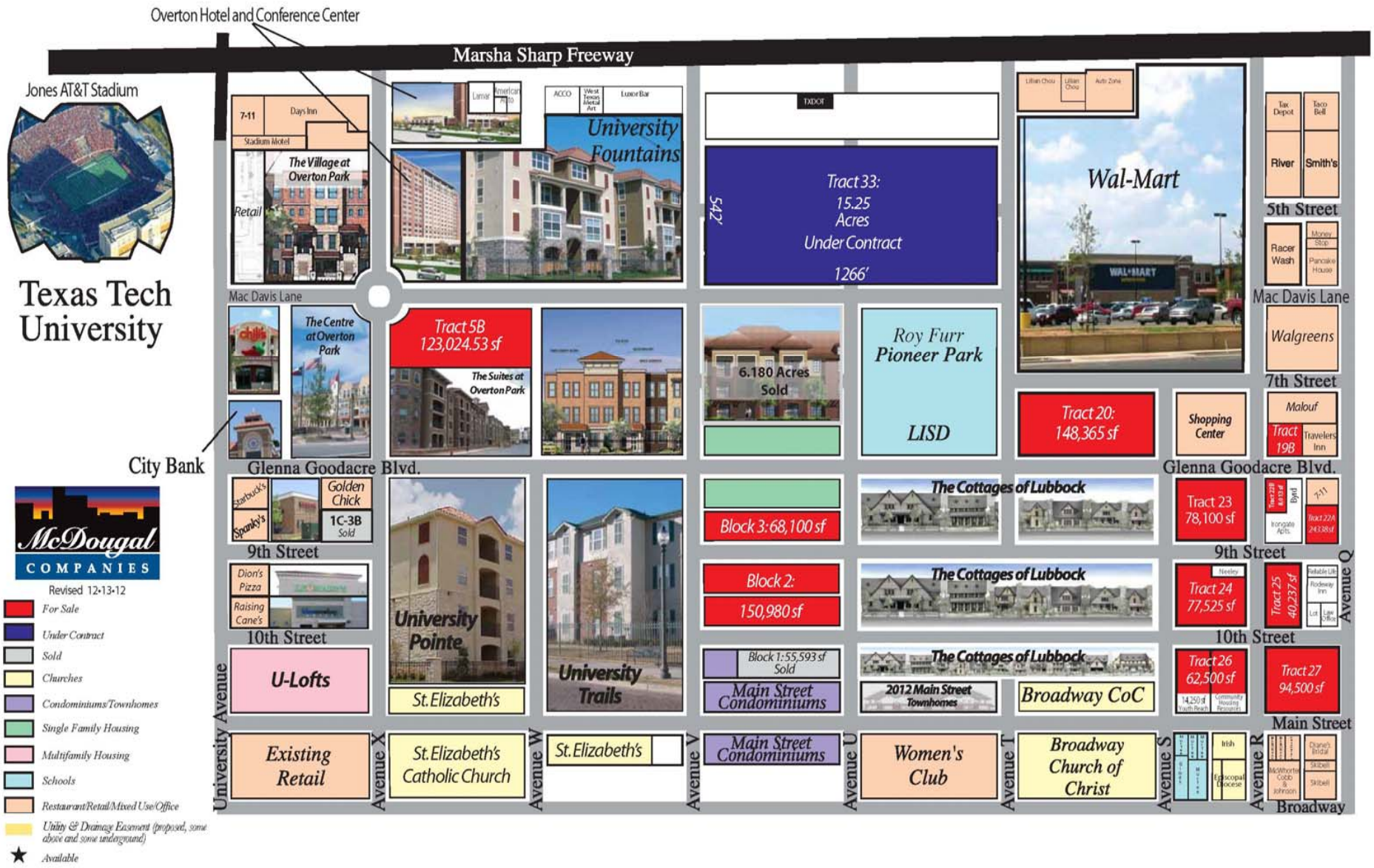
Attachments

North Overton TIF

Quarterly Report to the City Council
May 1, 2013

North Overton TIF

Overton Park Master Plan



Operating Fund
Budget vs. Actual as of March 31, 2013

		FY 2012-13 Budget	FY 2012-13 Actual	Variance
Revenues				
Tax Collection Revenue	$	2,591,465	2,608,890	17,425
Interest Revenue		-	280	280
Miscellaneous Rents		65,000	-	(65,000)
Hotel Motel Tax Allocation		472,843	186,288	(286,555)
1 Percent Revenue from Overton Hotel		74,070	44,913	(29,157)
Total Revenues		**3,203,378**	**2,840,371**	**(363,007)**
Expenditures				
Administrative				
Office Supplies	$	1,497	574	(923)
Salary and Benefits		13,435	8,573	(4,862)
Professional Services		20,700	118	(20,582)
Interest Expense		7,092	1,432	(5,660)
LCAD Collection Charge		-	-	-
Capital Outlay		-	-	-
Subtotal Administrative		42,724	10,697	(32,027)
Debt Service				
Transfer to Debt Service		3,249,097	1,846,085	(1,403,012)
Subtotal Debt Service		3,249,097	1,846,085	(1,403,012)
Total	**$**	**3,291,821**	**1,856,782**	**(1,435,039)**

Capital Project Fund
Budget vs. Actual as of March 31, 2013

	FY 2012-13 Budget	FY 2012-13 Total Actual	Variance
Revenues			
Interest Revenue	$ -	346	346
Total Revenues	-	346	346
Expenses			
Bond Sale Charges	-	-	-
Transfer to Debt Service	-	-	-
Total	$ -	-	-

Capital Projects

	Funding To Date	Project to Date Total	Funds Remaining	% Funds Remaining	% of Budget Spent
92254 North Overton TIF Public Improvements	$ 747,031	214,029	533,002	71.3%	28.7%

North Overton TIF Outstanding Debt

(as of 2/14/13)

ALL OUTSTANDING DEBT

TIF ALLOCATIONS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2012-13	1,625,817.48	1,623,280.11	3,249,097.59
2013-14	1,700,950.97	1,545,354.39	3,246,305.36
2014-15	1,772,701.05	1,461,932.38	3,234,633.43
2015-16	1,865,045.56	1,372,974.73	3,238,020.29
2016-17	1,953,607.05	1,283,783.75	3,237,390.80
2017-18	2,038,737.91	1,191,700.12	3,230,438.04
2018-19	2,140,035.86	1,092,014.29	3,232,050.15
2019-20	2,252,690.93	981,193.05	3,233,883.98
2020-21	2,363,593.16	862,801.73	3,226,394.88
2021-22	2,492,703.05	736,272.28	3,228,975.33
2022-23	2,638,225.66	600,186.04	3,238,411.71
2023-24	2,781,805.79	454,554.33	3,236,360.12
2024-25	2,653,129.98	310,233.82	2,963,363.80
2025-26	2,067,221.31	183,261.88	2,250,483.19
2026-27	1,664,283.61	78,160.32	1,742,443.93
2027-28	350,513.40	22,425.73	372,939.13
2028-29	207,592.55	9,874.55	217,467.11
2029-30	137,709.57	2,699.66	140,409.23
2030-31	-	-	-
2031-32	-	-	-
2032-33	-	-	-
2033-34	-	-	-
2034-35	-	-	-
	$ 32,706,364.91	**13,812,703.17**	**46,519,068.09**

Project Updates

- Tract 6
  - Description – multifamily complex located at the corner of Glenna Goodacre Boulevard and Avenue V
  - Under construction and should be completed this year
- Tract 32
  - Description – multifamily complex located at Mac Davis Lane between Avenue V and Avenue U
  - Construction has not started on the project.
- Commercial Tract at 9th and Avenue X

Regular City Council Meeting **7. 3. 5.**

Meeting Date: 05/01/2013

Information

Agenda Item

Central Business District Tax Increment Financing (TIF) Reinvestment Zone.

Item Summary

Fiscal Impact

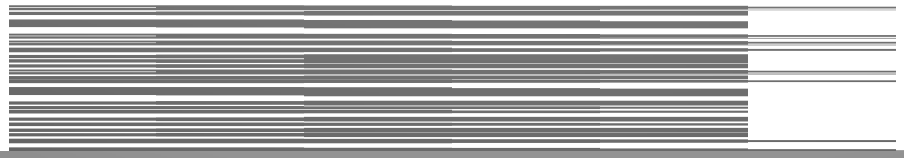
Staff/Board Recommending

Attachments

Central Business TIF

Quarterly Report to the City Council
May 1, 2013

Central Business District TIF



Operating Fund
Budget vs. Actual as of March 31, 2013

	FY 2012-13 Budget	FY 2012-13 Total Actual	Variance
Revenues			
Tax Collection Revenue	$ 619,380	609,392	(9,988)
Interest Revenue	124	235	111
Total Revenues	**619,504**	**609,627**	**(9,877)**
Expenses			
Administrative			
Office Supplies	2,020	602	(1,418)
Salary and Benefits	47,826	24,685	(23,140)
Subtotal Administrative	49,846	25,287	(24,558)
Professional Services	8,102	3,796	(4,306)
McDougal Master Development Agreement	354,000	178,870	(175,130)
Subtotal Professional Services	362,102	182,666	(179,436)
Special Projects	10,000	-	(10,000)
Subtotal Special Projects	10,000	-	(10,000)
Transfer to Capital	800,000	800,000	-
Debt Service			
Transfer to Debt Service - Principal	55,638	55,638	(0)
Transfer to Debt Service - Interest	74,059	74,060	1
Interest Charges	-	-	-
Subtotal Debt Service	129,698	129,698	0
Total	**$ 1,351,645**	**1,137,652**	**(213,994)**

Capital Project Fund
Budget vs. Actual as of March 31, 2013

	FY 2012-13 Budget	FY 2012-13 Total Actual	Variance
Revenues			
Interest Revenue	$ -	1,060	1,060
Total Revenues	**-**	**1,060**	**1,060**
Expenses			
Bond Sale Charges	-	-	-
Transfer to Debt Service	-	-	-
Total	**$ -**	**-**	**-**

Capital Projects
As of March 31, 2013

Project Number/Name		Funding To Date	Project to Date Total	Funds Remaining	% Funds Remaining	% of Budget Spent
8557 Public Utility Engineering and Coordination	$	250,000	222,148	27,852	11.14	88.86
92227 Underground Utilities		700,000	2,382	697,618	99.66	0.34
87061 EDA Grant		2,300,000	2,245,614	54,386	2.36	97.64
92286 Glenna Goodacre Boulevard Extension		500,000	3,078	496,922	99.38	0.62
Total	$	3,250,000	2,473,223	1,276,777	23.90	76.10

Project Update

- Public Utility Engineering and Coordination
  - Completed and ready to close.
- Underground Utilities/EDA Grant
  - Description – Phase 1 of the installation of the underground duct system for utilities.
  - The 1st phase of construction of the underground duct system is complete.
  - All utilities in the 1st phase with lines on the poles have been notified that the lines will have to be relocated by May 6, 2013.
  - Design of the second phase of construction has been contracted and is underway.
  - Staff is in the process of closing out the EDA Grant.

Project Update Continued

- Glenna Goodacre Boulevard (GGB) Extension
  - Description – design and construction of GGB from Avenue R to Avenue P.
  - Design of the project is underway.

Other Projects

- Public Improvement Guidelines approved by the City Council in November, 2012.

CBD TIF Outstanding Debt

ALL OUTSTANDING DEBT

CENTRAL BUSINESS DISTRICT TIF			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2012-13	55,638.18	74,059.47	129,697.64
2013-14	57,948.61	71,739.35	129,687.97
2014-15	60,580.34	69,065.61	129,645.95
2015-16	63,573.02	66,062.12	129,635.13
2016-17	66,536.99	63,145.05	129,682.04
2017-18	69,569.32	60,134.26	129,703.59
2018-19	72,553.82	57,126.38	129,680.20
2019-20	75,411.16	54,284.39	129,695.55
2020-21	78,755.21	50,976.85	129,732.07
2021-22	82,517.62	47,172.36	129,689.99
2022-23	86,542.53	43,165.74	129,708.26
2023-24	90,751.99	38,945.49	129,697.49
2024-25	95,243.09	34,478.73	129,721.82
2025-26	99,947.45	29,756.95	129,704.40
2026-27	104,904.74	24,799.92	129,704.66
2027-28	110,124.52	19,595.03	129,719.55
2028-29	115,528.87	14,131.39	129,660.26
2029-30	121,264.07	8,396.39	129,660.46
2030-31	109,180.23	2,729.51	111,909.74
2031-32	-	-	-
2032-33	-	-	-
2033-34	-	-	-
2034-35	-	-	-
	$ 1,616,571.78	**829,765.00**	**2,446,336.78**

Regular City Council Meeting **7. 3. 6.**

Meeting Date: 05/01/2013

Information

Agenda Item

Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone.

Item Summary

Fiscal Impact

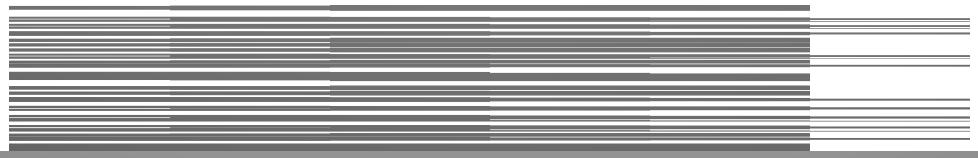
Staff/Board Recommending

Attachments

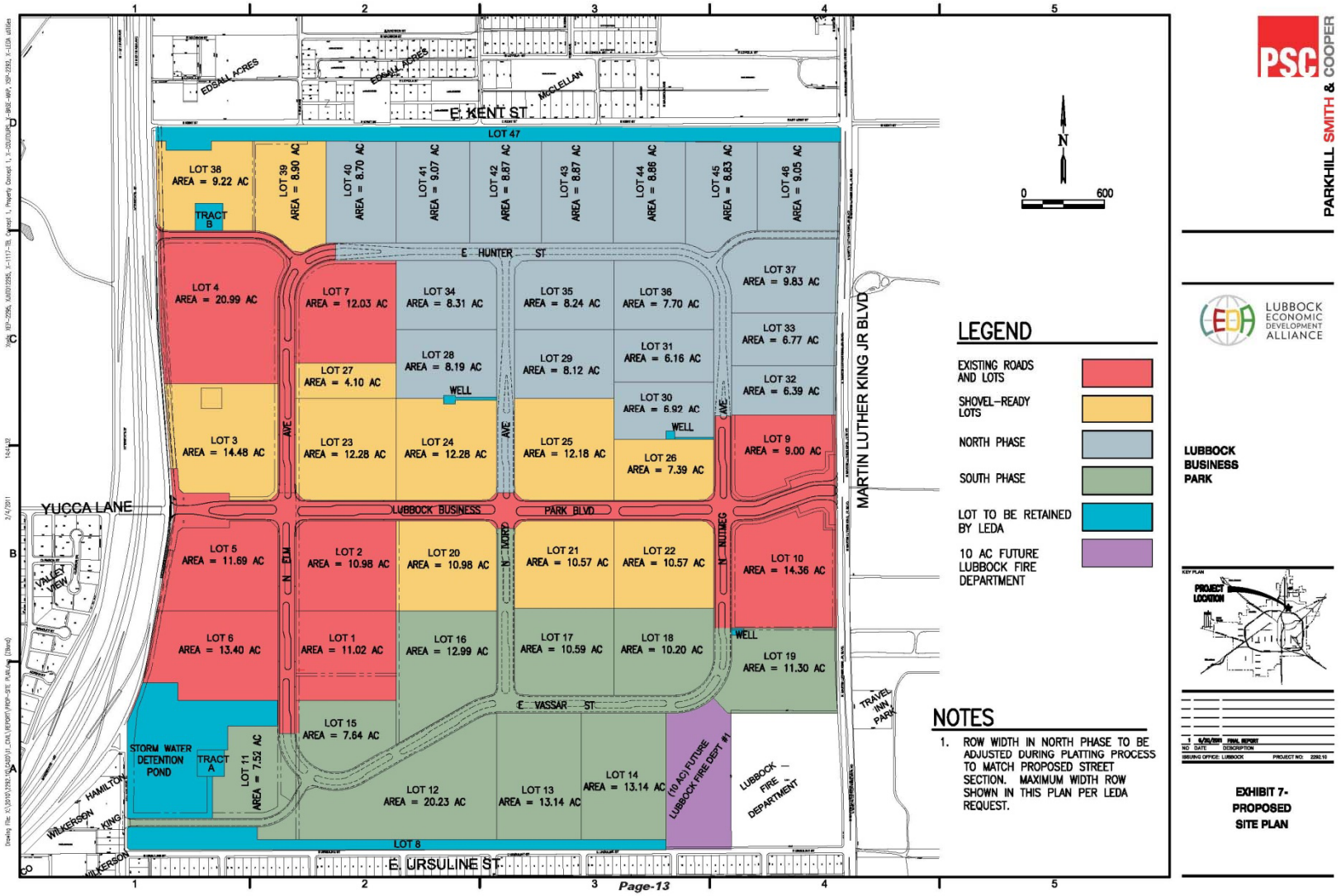
Lubbock Business Park TIF

Quarterly Report to the City Council
May 1, 2013

Lubbock Business Park TIF



Lubbock Business Park TIF Master Plan



Operating Fund
Budget vs. Actual as of March 31, 2013

	FY 2012-13 Budget	FY 2012-13 Actual	Variance
Revenues			
Tax Collection Revenue[1]	$ 251,995	247,892	(4,103)
Interest Revenue	-	291	291
Total Revenues	**251,995**	**248,183**	**(3,812)**
Administrative Expenses			
Administrative			
Office Supplies	500	84	(416)
Administrative cost	-	259	259
Professional Services	9,500	-	(9,500)
Interest Expense	-	-	-
LCAD Collection Charge[1]	-	-	-
Capital Outlay	-	-	-
Total	$ 10,000	342	(9,658)

Lubbock Business Park – 2012 Headlines

- Lummus Corp. Breaks Ground at the Lubbock Business Park for its World Parts Manufacturing Headquarters
- Construction continues on the Department of Public Safety Regional Office, which is set to open in the summer of 2014
- Verizon Wireless opens their 30,000-Square-Foot Data Center
- The berm and drainage channels are constructed along Kent Street

Improvements and Construction to the LBP

2012

Aerial View Looking East

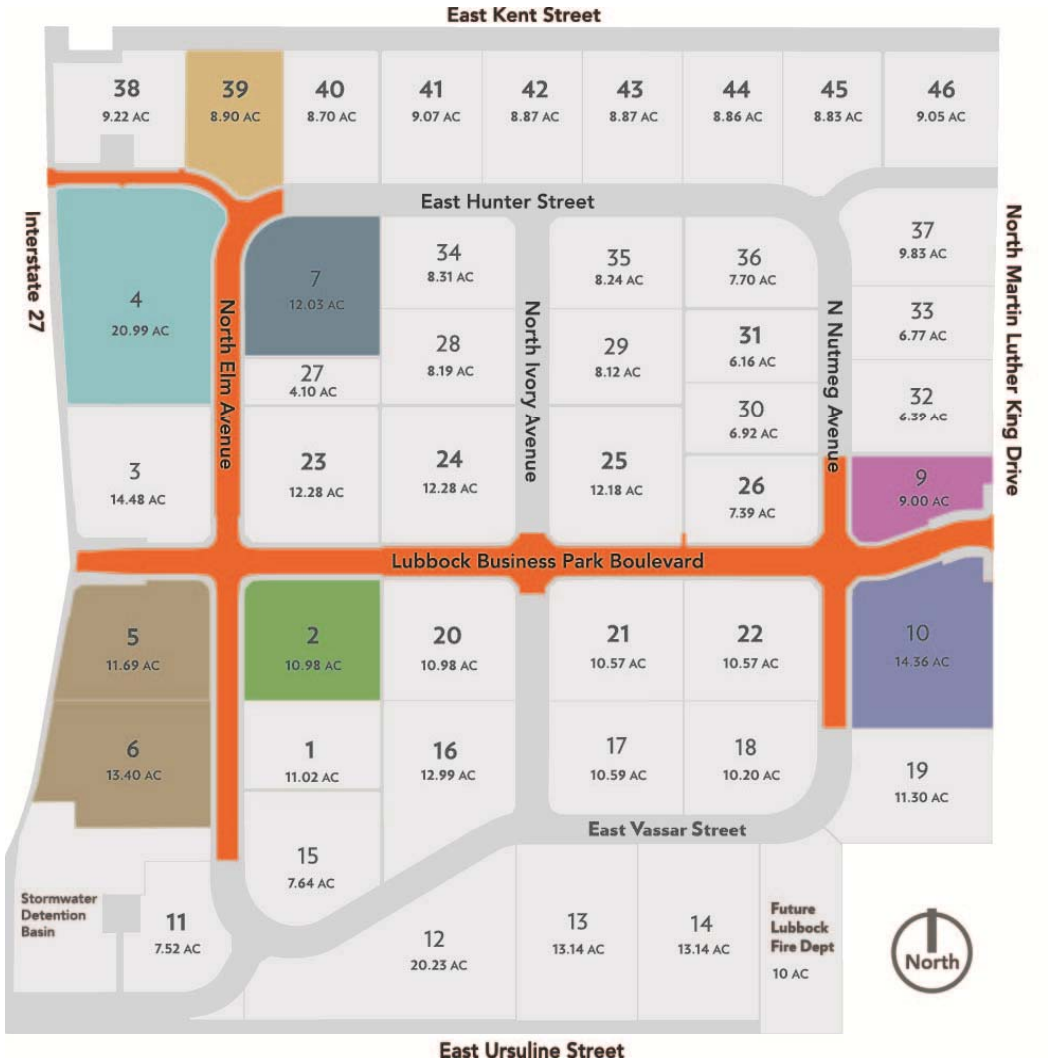
Aerial View Looking South

Department of Public Safety Breaks Ground

Verizon Wireless Opens

Lummus Corporation Breaks Ground

Lubbock Business Park



- O'Reilly Auto Parts
- WesTx Packaging
- Standard Sales
- Monsanto
- Verizon
- Department of Public Safety
- Lummus

- Existing road and utilities

Regular City Council Meeting **7. 3. 7.**

Meeting Date: 05/01/2013

Information

Agenda Item

2009 Bond Election Committee.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

2009 Bond Election Projects

Bond Advisory Committee

city of lubbock TEXAS

2009 BOND ELECTION PROJECTS

Update May 1, 2013

Traffic Signal System Upgrade Phase I

Completed contract with Kimley-Horn and Associates, Inc. (KHA) for consulting services.

- **Consulting Services**
  - **Concept of Operations- 100% Complete**
  - **Needs & Requirements Table- 100% Complete**
  - **Communications Master Plan- 100 % Complete**
  - **ATMS Master Plan- 100% Complete**

city of lubbock TEXAS

Traffic Signal System Upgrade Phase II

Under contract with Kimley-Horn and Associates, Inc. for PS&E and consulting and construction phase services.

- **Plans, Specifications, and Estimates**
  - **Wireless to Intersections (Point to Multipoint)- 100%**
  - **Avenue A fiber optics- 100%**
  - **19th , 34th, & 50th Streets fiber optics-100%**
  - **South Loop 289 fiber optics- 100%**
  - **Marsha Sharp Freeway fiber optics- 100%**
- **ATMS Procurement-** *Contract with Aegis ITS, Inc.*
  - **Specifications and evaluation criteria- 100%**
  - **Procurement and installation- 100%**
  - **Database conversion and support services- 10%**

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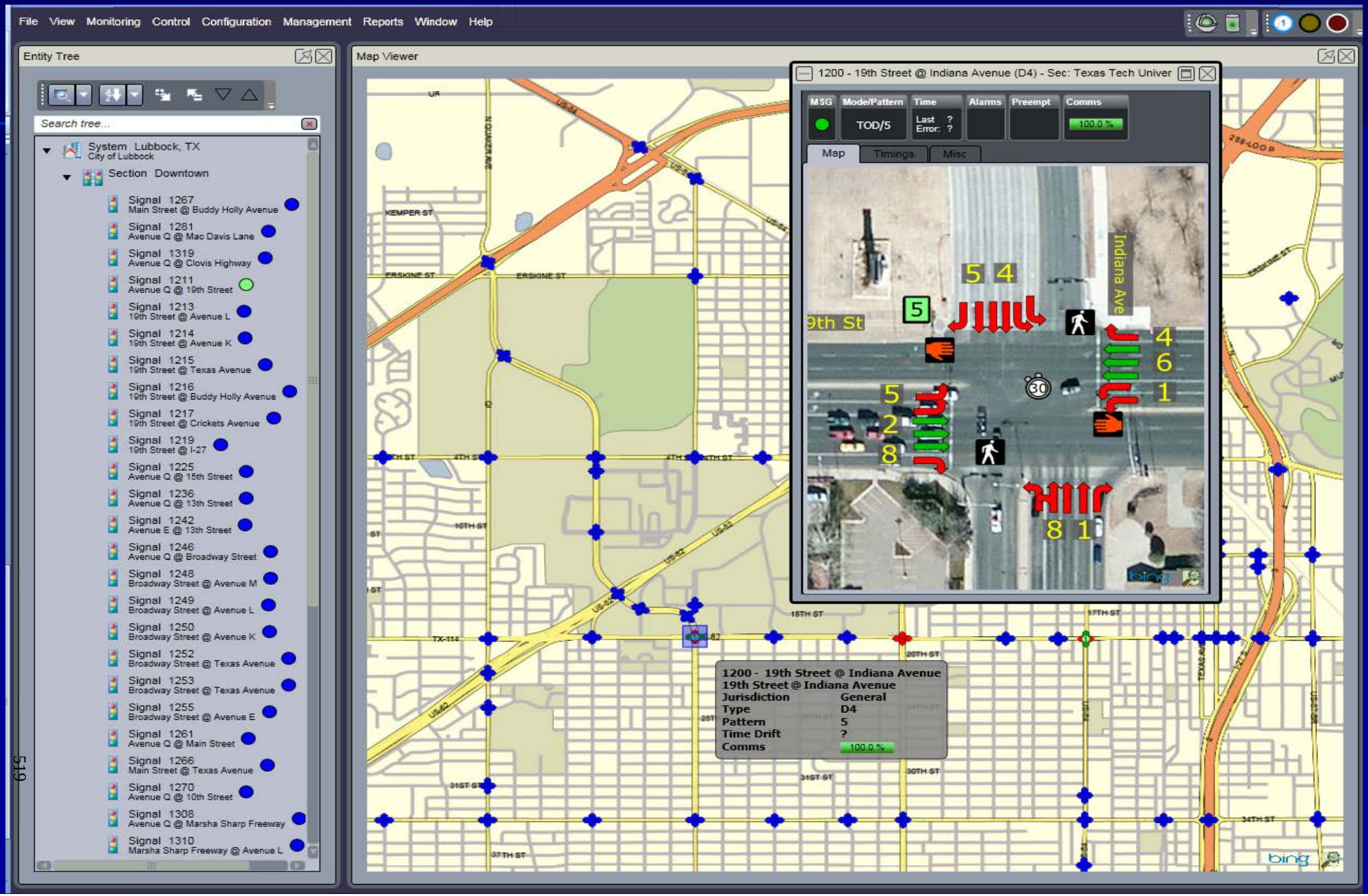
Centracs- Signal System Software



Traffic Signal System Upgrade Phase II

- **Construction Phase Services**

  KHA, Inc. contract with Walker RPR Services

  - **Inspect fiber optic plant construction- 40%**

- **Construction of Fiber Optic Cable**

  Under contract with Advanced Communications

  - **Fiber Optics cable installation- 50%**
  - **Splicing and testing- 0%**

Traffic Signal System Upgrade Phase II

- **Equipment Installation by City**
  - **Point to point wireless backhaul- 100%**
  - **Wireless to Intersections (Point to Multipoint)- 90%**
  - **Network Switches- 0%**

    Testing Phase
  - **2070 Controllers - 0%**

    Testing Phase

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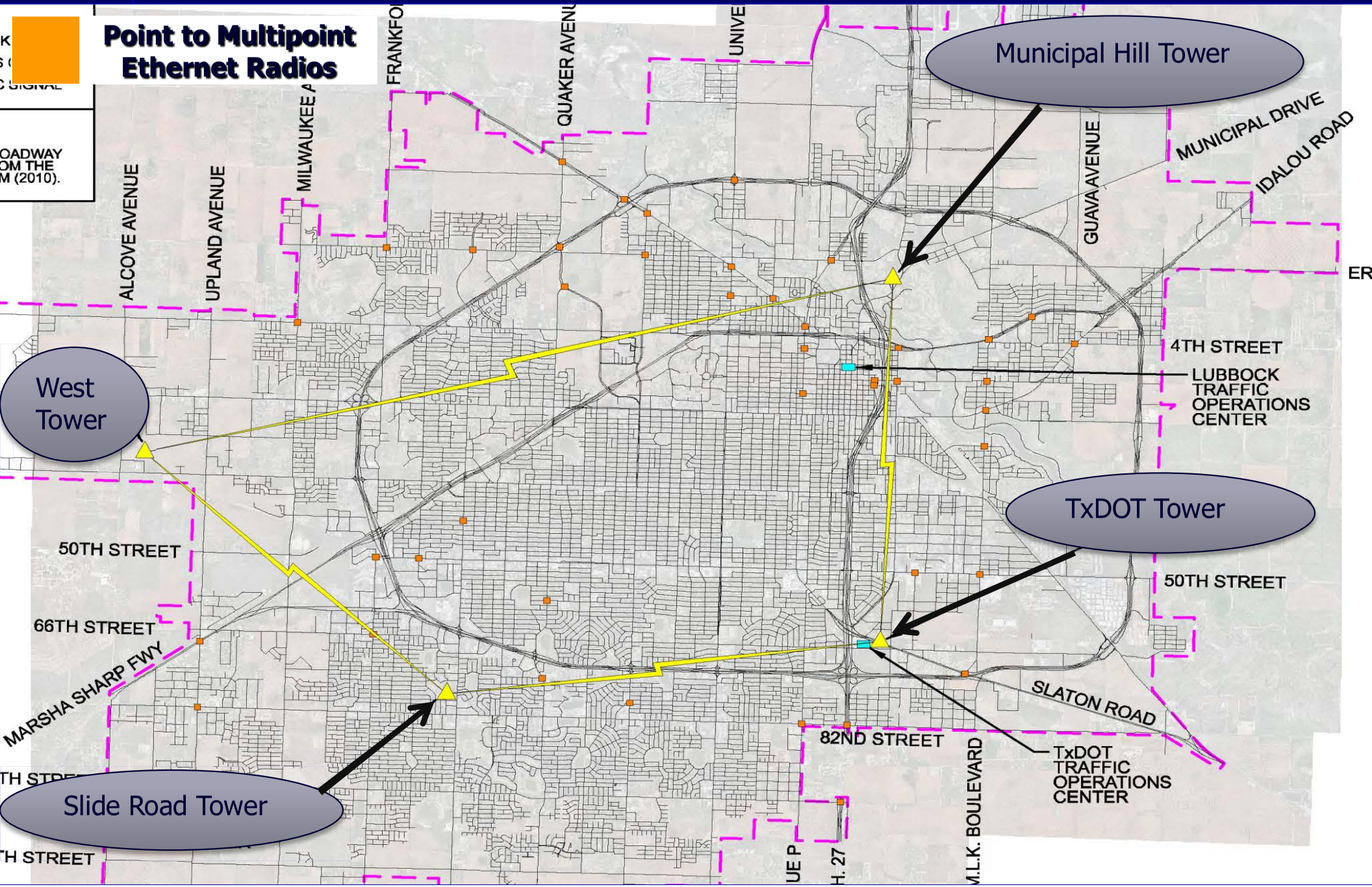
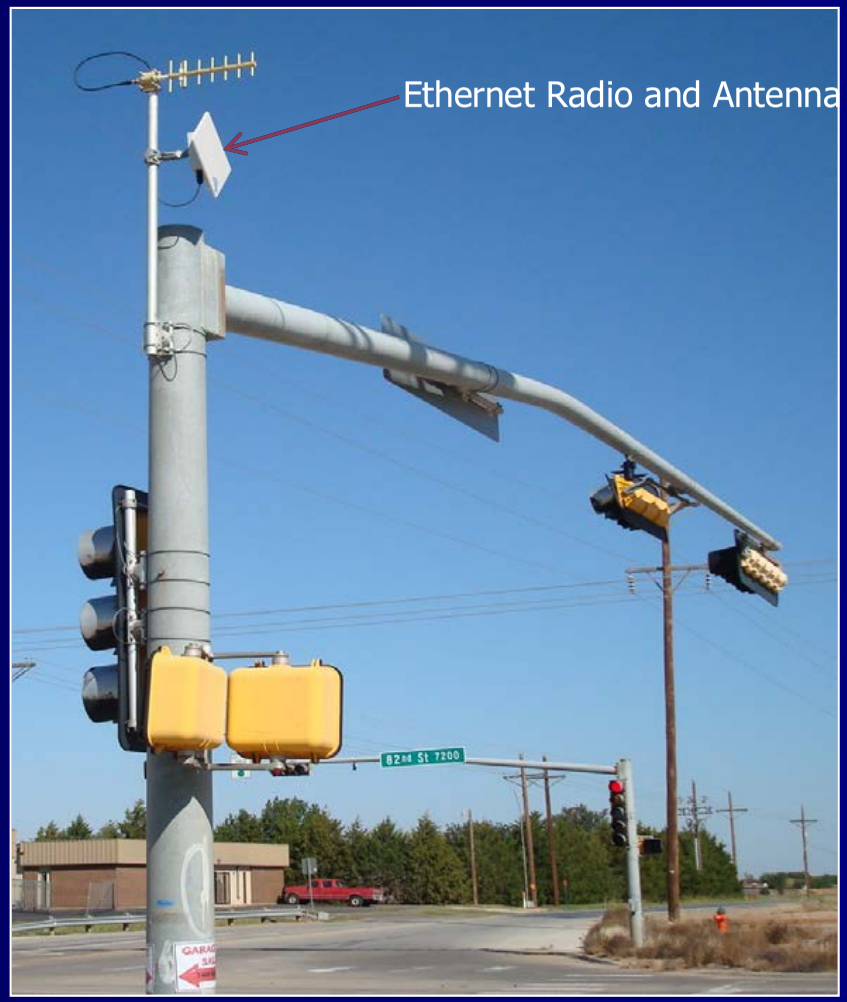
Point to Point Wireless Backhaul



New Equipment



Point to Multipoint Ethernet Radios

Network Switches

2070 Controllers

34th Street Indiana Ave to Ave Q

- Contract was awarded on the January 12, 2012 City Council Meeting – Lone Star Dirt and Paving - $8,988,866
- Construction began on March 19, 2012
- The Contractor has completed the first mile section and has began construction east of University Avenue
- The project is expected to take 12 months to complete and is within budget

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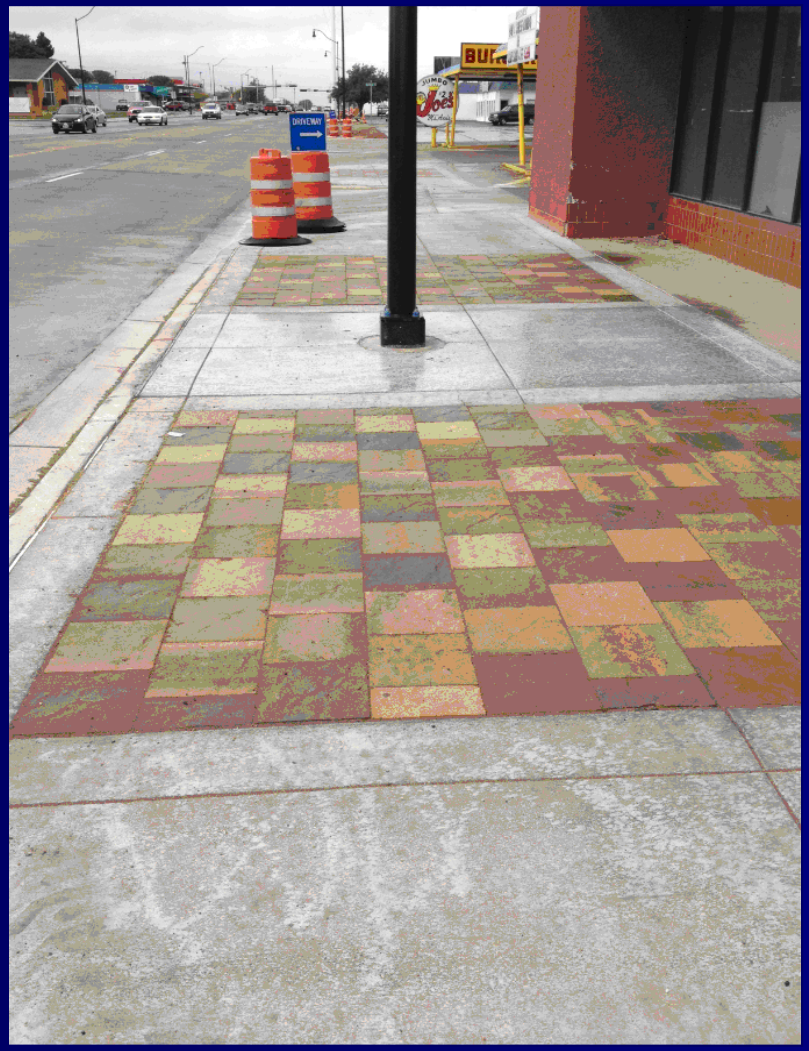
34th Street Indiana Ave to Ave Q



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Quaker Ave 98th Street to 114th Street

- Construction Contract is Complete
- Construction completed 4 Months ahead of Schedule

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114th Street Slide Road to University Avenue

- 3-lane Strip Paving
- Broken into three projects to coordinate with Lake Alan Henry Water Line
  - Slide Road to Memphis Avenue – Construction Contract Awarded July 14, 2011, to Lone Star Dirt and Paving - $704,283
    Construction is complete

city of lubbock TEXAS

114th Street Slide Road to University Avenue

Indiana Avenue to University Avenue
Awarded to Allen Butler Construction on March 29, 2012 for $607,974.
Construction is complete

114th Street Slide Road to University Avenue

- Memphis Avenue and Indiana Avenue was awarded to Lone Star Dirt and Paving, LTD.
- Construction is nearing completion an is expected to be open to traffic by the end of April 2013

Milwaukee Avenue and 98th Street

- Parkhill Smith & Cooper Design is Complete
- Right of Way Acquisitions are Complete
- Construction Contract was awarded to Allen Butler Construction, Inc. on February 14, 2013 in the amount of $8,198,189
- Construction is expected to be completed in the Spring of 2014

Fire Station 16
4030 114th Street

- **December 2011 - Completed**

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Fire Station 18
6611 Oakridge Street

- **December 2012 – Substantial Completion**

Fire Station 19
5826 98th Street

- Land acquisition Completed

  June 23, 2011
- A&E contract awarded to Wiginton Hooker Jeffry, PC - $215,000
- Bid – June 2013
- Completion – August 2014

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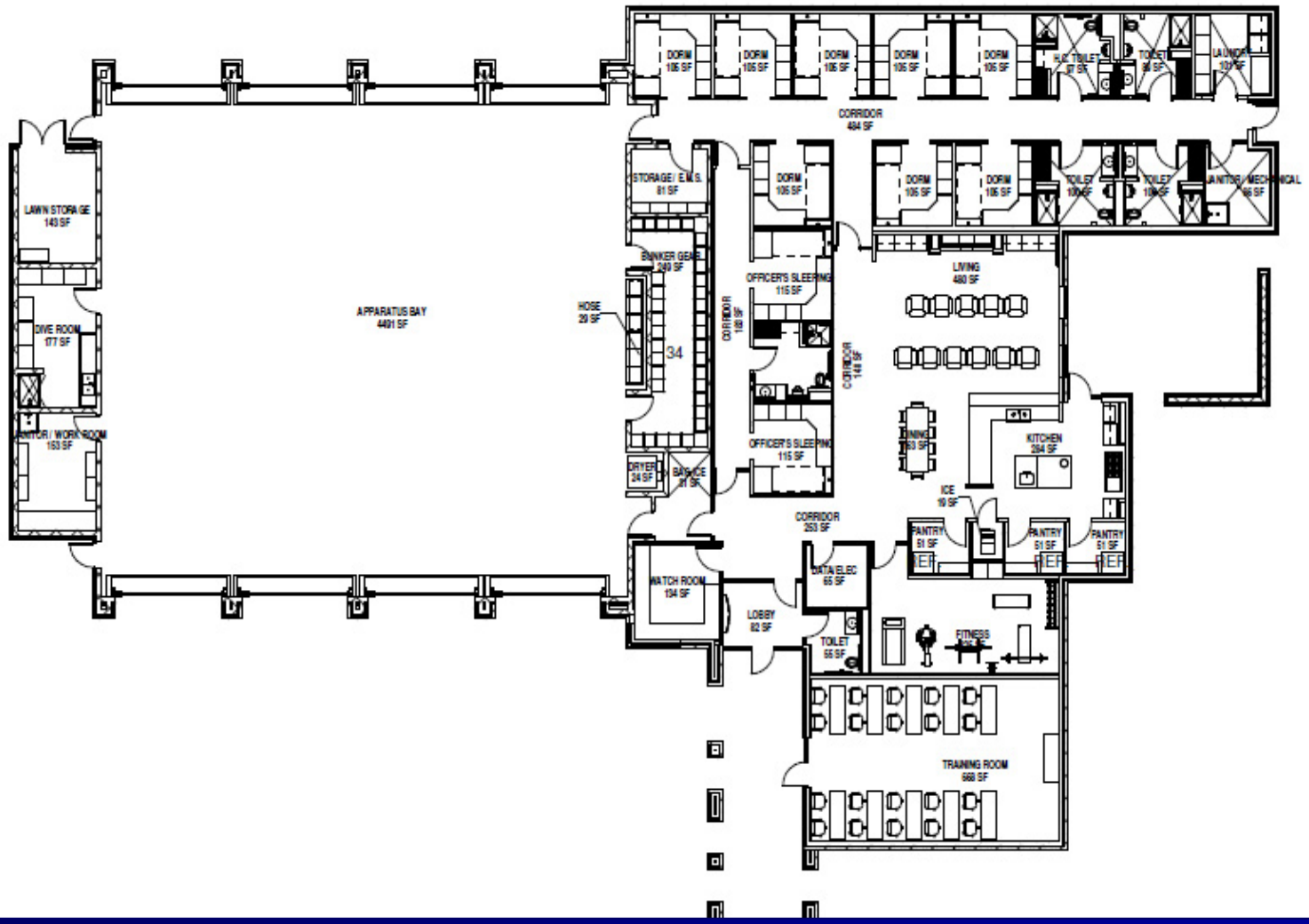
Fire Station 19
5826 98th Street

Fire Station 19
5826 98th Street



Bond Funds

City of Lubbock, TX
Finance Department
2009 Bond Election Project Update
As of March 31, 2013

Project Number/Name		Amount Voted	Amount Issued	Project to Date Total	Funds On Hand	Funds Committed to	% of Issued Bonds Spent	Bonds to be 2012-13
Proposition 1: Public Works/Streets								
Traffic Signal Upgrades	$	4,750,000	4,750,000	2,087,075	2,662,925	1,641,040	44%	
34th Street - Indiana to Avenue Q		20,725,000	20,725,000	7,158,825	13,566,175	6,570,640	35%	-
Quaker Avenue - 98th Street to 114th Street		7,750,000	7,750,000	5,917,800	1,832,200	-	76%	Complete
114th Street - University Avenue to Slide Road		3,210,000	3,210,000	2,151,579	1,058,421	651,140	67%	
Milwaukee and 98th Street		6,650,000	6,650,000	419,067	6,230,933	-	6%	
UNALLOCATED		-	-	-	-	-	0%	
Total Public Works/Street Improvements	$	43,085,000	43,085,000	17,734,345	25,350,655	8,862,820	41%	-
Proposition 2: Public Safety								
Fire Station No. 16 - 114th and Quaker	$	2,500,000	2,203,000	2,203,000	-	-	100%	Complete
Fire Station No. 18 - 66th and Oakridge		2,500,000	2,500,000	2,028,515	471,485	172,329	81%	
Fire Station No. 19 - 104th and Milwaukee Avenue		2,500,000	2,797,000	442,026	2,354,974	167,742	0%	-
Total Public Safety Improvements	$	7,500,000	7,500,000	4,673,541	2,826,459	-	62%	-
2009 Bond Election Totals	**$**	**50,585,000**	**50,585,000**	**22,407,886**	**28,177,114**	**8,862,820**	**44%**	-

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.